US EPA RECORDS CENTER REGION 5
431074

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WASTE MANAGEMENT

RECEIVED FEB 23 2012

February 22, 2012

Via Overnight Delivery
Deena Sheppard
Enforcement Specialist
U.S. Environmental Protection Agency, Region 5
Superfund Division (SC-5J)
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

Re: Gary Development Landfill Site; CERCLIS No: IND077005916
Calumet Waste Systems, Inc.'s Response to U.S. Environmental Protection Agency's Request for Information Pursuant to Section 104(e) of CERCLA
Dated December 2, 2011

Dear Ms. Sheppard:

Please find enclosed Calumet Waste Systems, Inc.'s ("CWS") response to the above-referenced U.S. Environmental Protection Agency information request dated December 2, 2011. CWS submitted a letter to you, dated December 20, 2011, indicating that CWS would need additional time to respond. Subsequently, CWS' extension was confirmed in an e-mail received from Nicole Wood-Chi, Associate Regional Counsel, on February 1, 2012. As a result, CWS' response is now due on February 23, 2011.

Please do not hesitate to contact me at (713) 328-7187, if you have any questions.

Best regards,

Francis Chin
Sr. Legal Counsel, Regulatory/HSE
On Behalf of Calumet Waste Systems

Enclosures

cc: Nicole Wood-Chi, Esq.

GARY DEVELOPMENT LANDFILL SITE

CALUMET WASTE SYSTEMS, INC.

RESPONSE TO EPA'S 104(e) INFORMATION REQUEST

Subject to both the general and specific objections noted below, and without waiving these or other available objections, Calumet Waste Systems, Inc. ("Respondent" or "CWS"), submits the following in response to the U.S. Environmental Protection Agency's ("U.S. EPA"), Region 5, Section 104(e) Request for Information ("Information Request"), pertaining to the Gary Development Landfill Site (the "Site").

INSTRUCTIONS

1. In answering each question, identify all persons and contribution sources of information.

OBJECTION:

CWS objects to Instruction 3 to the extent that it seeks to require CWS, if information is responsive to the Information Requests are not within its possession or control, to identify all persons from whom such information may be obtained. This Instruction is overly broad, unduly burdensome, and CWS is not in a position to indentify all such persons.

7. You must respond to each question based upon all information and documents in your possession or control, or in the possession or control of your current or former employees, agents, contractors, or attorneys. Information must be furnished regardless of whether or not it is based upon your personal knowledge, and regardless of the source.

OBJECTION:

CWS objects to Instruction 7 to the extent it requires CWS to provide information not in its possession or control. Furthermore, CWS objects to Instruction 7 to the extent it requires CWS to provide information protected by the attorney-client privilege, the attorney work product doctrine, all privileges and protections related to materials generated in anticipation of litigation and any other privilege or protection available to it under law.

10. If any or the requested documents have been transferred to others or have otherwise been disposed of, identify each document, the person to whom it was transferred, describe the circumstances surrounding the transfer or disposition, and stat the date of the transfer or disposition.

GENERAL OBJECTION TO QUESTIONS

CWS asserts all privileges and protections applicable to the documents and other information sought by U.S. EPA, including the attorney-client privilege, the attorney work product doctrine, all privileges and protections related to materials generated in anticipation of litigation and any other privilege or protection available to it under law.

It should also be noted that these questions seek information regarding the Gary Development Landfill Site (the "Site") from 1975 to 1999. Therefore, any knowledge and documents regarding this Site are minimal.

Without waving any rights, claims, defenses, objections, or privileges, CWS or any of its affiliates, officers, directors, or employees may have, CWS responds to U.S. EPA based upon information currently available to it. CWS retains the right to supplement its answers to these questions if, and when, more information becomes available in the future.

OBJECTION:

CWS objects to Instruction 10 to the extent that it seeks to require CWS to provide information that is not within its possession or control. Furthermore, CWS objects to Instruction 10 because it is overly broad and unduly burdensome.

DEFINITIONS

1. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.

2. The term "arrangement" means every separate contract or other agreement between two or more persons.

4. The terms "documents" includes any written, recorded, computer-generated, or visually or aurally reproduced material of any kind in any medium in your possession, custody or control, or known by you to exist, including originals, all prior drafts, and all non-identical copies.

5. The term "identify" means, with respect to a natural person, to set forth: (a) the person's full name; (b) present or last known business and home addresses and telephone numbers; (c) present or last known employer (including full name and address) with title, position or business.

   With respect to a corporation, partnership, or business entity (including a sole proprietorship), the term "identify" means to provide its full name, address, and affiliation with the individual and/or company to whom/which this respect is addressed.

10. The term "you" or ""your company" or "Respondent" refer not only to the addressee of this letter as it is currently named and constituted, but also to all predecessors and successors of interest of the addressee, and all subsidiaries, divisions, affiliates, and branches of the addressee and its predecessors and successors.

OBJECTION:

CWS objects to these definitions on the grounds that they are overly broad, request irrelevant information, and are unduly burdensome.

ENCLOSURE 6

INFORMATION REQUEST

1. Provide copies of all documents, records, and correspondence in your possession relating to the Gary Development Landfill.

   Response: Respondent objects to Information Request Number 1 on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see attached documents.

2. In regard to materials your company disposed of at Gary Development Landfill, arranged for disposal of at Gary Development Landfill, or transported to Gary Development Landfill, identify and describe, and provide all documents that refer or relate to:

   Response: Respondent objects to Information Request Number 2 on the grounds that it is overly broad and is unduly burdensome.

   a. The precise location, address, and name of the facility where disposal, treatment, unloading, management, and handling of the hazardous substances occurred. Provide the official name of the facility and a description of the facility where each hazardous substance involved in such transactions was actually disposed or treated.

      Response: Respondent objects to Information Request Number 2(a) on the grounds that it is overly broad and is unduly burdensome. If U.S. EPA is seeking information related to facilities other than the Site, such information is irrelevant. Subject to this objection and the General Objections, based upon information and/or belief, this information is currently unknown to Respondent.

   b. If the location or facility of such disposal, treatment, unloading, management and handling is a different location or facility than what was originally intended, please provide all documents that relate and/or refer to why the substances came to be located at the different location or facility.

      Response: Respondent objects to Information Request Number 2(b) on the grounds that it is overly broad and is unduly burdensome. "[S]ubstances" is not a defined term in U.S. EPA's Definitions (Enclosure 5). As such, Respondent will assume that U.S. EPA is referring to "hazardous substances", which is defined in U.S. EPA's Definitions (Enclosure 5). If U.S. EPA is seeking information related to facilities other than the Site, such information is irrelevant. Subject to this objection and the General Objections, based upon information and/or belief, this information is currently unknown to Respondent.

   c. All intermediate sites where the hazardous substances involved in each arrangement were transshipped, or where they were stored or held, any time prior to final treatment or disposal.

Response: Respondent objects to Information Request Number 2(c) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, based upon information and/or belief, there were no "arrangements" where "hazardous substances" "were transshipped, stored, held any time prior to final treatment of disposal."

d. The nature, including the chemical content, characteristics, physical state (e.g., solid, liquid) and quantity (volume and weight) of all hazardous substances involved in each arrangement.

Response: Respondent objects to Information Request Number 2(d) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see Response to Information Request 2(c).

e. In general terms, the nature and quantity of the non-hazardous substances involved in each such arrangement.

Response: Respondent objects to Information Request Number 2(e) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see Response to Information Request 2(c).

f. The condition of the transferred material containing hazardous substances when it was stored, disposed, treated or transported for disposal or treatment.

Response: Respondent objects to Information Request Number 2(f) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see Response to Information Request Number 2(c).

g. The markings on and type, condition and number of containers in which the hazardous materials were contained when they were stored, disposed, treated, or transported for disposal or treatment.

Response: Respondent objects to Information Request Number 2(g) on the grounds that it is overly broad and is unduly burdensome. "[H]azardous materials" is not a defined term in U.S. EPA's Definitions (Enclosure 5). As such, Respondent will assume that U.S. EPA is referring to "hazardous substances", which is defined in U.S. EPA's Definitions (Enclosure 5). Subject to this objection and the General Objections, based upon information and/or belief, this information is currently unknown to Respondent.

h. All tests, analyses, analytical results and manifests concerning each hazardous substance involved in each transaction. Please include information regarding who conducted the test and how the test was conducted (batch sampling, representative sampling, splits, composite, etc.).

Response: Respondent objects to Information Request Number 2(h) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, based upon information and/or belief, Respondent has been unable to locate "[a]ll tests, analyses, analytical results and manifests."

i. The final disposition of each of the hazardous substances involved in each arrangement.

Response: Respondent objects to Information Request Number 2(i) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see Response to Information Request 2(c).

j. All persons, including you, who may have entered into an agreement or contract for the disposal, treatment or transportation of a hazardous substance at or to the Site. Please provide the persons' titles and departments/offices.

Response: Respondent objects to Information Request Number 2(j) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, this information is currently unknown to Respondent.

i. The names, addresses, and telephone numbers of persons or entities who received the hazardous substances from the persons described in 2(j) above.

Response: See Response to Information Request Number 2(j).

ii. Any person with whom the persons described in 2(j) made such arrangements.

Response: See Response to Information Request Number 2(j).

iii. The dates when each person described in 2(j) made such arrangements and provide any documentation.

Response: See Response to Information Request Number 2(j).

iv. The steps you or other persons, including persons identified in 2(j) above took to reduce the spillage or leakage. Please identify any operational manuals or policies (e.g., a facility's spill control policy) which address the management of spills and leaks and provide any documentation.

Response: See Response to Information Request Number 2(j).

v. The amount paid by you, or other persons referred to in 2(j) above in connection with each transaction for such arrangement, the method of payment, and the identity of the persons involved. Please provide any contacts, written agreements, or documentation reflecting the terms of the agreements.

Response: See Response to Information Request Number 2(j).

vi. The amount of money received by you or other persons referred to in 2(j) above for the sale, transfer, or delivery of any material containing hazardous substances and provide any documentation. If the material was repaired, refurbished, or reconditioned, how much money was paid for this service?

Response: See Response to Information Request Number 2(j).

k. Who controlled and/or transported the hazardous substances prior to delivery to the Site? Provide agreements and/or documents showing the times when each party possessed the hazardous substances.

Response: Respondent objects to Information Request Number 2(j) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, based upon information and/or belief, this information is currently unknown to Respondent.

l. Identify all persons, including you, who may have transported materials to the Site. Such persons will be hereinafter be referred to as "Transporters"

Response: Respondent objects to Information Request Number 2(l) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, based upon information and/or belief, see list below.

Calumet Waste Systems, Inc.
South Chicago Disposal
Laidlaw
Illiana Disposal
McDaniel's
Groen Disposal
Midwest Disposal

i. State the names, telephone numbers and present or last known addresses of all individuals who you have reason to believe may have knowledge, information or documents regarding any transportation of materials to the Site, the disposal of materials at the Site, or the identities of the companies whose material was disposed of at the Site. For each individual identified, summarize the types of knowledge, information or documents you believe he or she may have.

Response: Respondent objects to Information Request Number 2(l)(i) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see Response to Information Request Number 3.

ii. State whether there exists any agreement or contract (other than an insurance policy) which may indemnify the Company, present owners of shares in the Company or past owners of shares in the Company, for any liability that may result under CERCLA for any release of a hazardous substance from the Site. If so, please provide a copy of the agreement or contract. Identify by name and job title the person who prepared the agreement or contract, and if the document is not

readily available, state where it is stored, maintained and why it is no longer available.

Response: Currently unknown to Respondent.

iii. State whether an insurance policy has ever been in effect which may indemnify the Company against any liability which the Company may have under CERCLA for any release or threatened release or a hazardous substance that may have occurred at the Site. If so, please provide a copy of the policy. Identify any policy that you cannot locate or obtain by the name of the carrier, years in effect, nature and extent of coverage, and any other information you have.

Response: Respondent objects to Information Request Number 2(l)(iii) on t he grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see Responses to Information Requests 26-35.

iv. Identify all persons and entities from whom Transporter accepted materials which were taken directly or indirectly to the Site.

Response: Respondent objects to Information Request Number 2(l)(iv) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see attached documents.

v. Identify the owners of the materials that were accepted for transportation by the Transporter.

Response: Respondent objects to Information Request Number 2(l)(v) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see Response to Information Request Number 2(l)(iv).

vi. Identify the person who selected the Site as the location to which Transporter took the materials to the Site.

Response: Respondent objects to Information Request Number 2(l)(vi) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see Response to Information Request Number 2(l)(iv).

vii. Describe the measures taken by the persons who gave the materials to the Transporters to determine what the Transporters would actually do with the materials they accepted.

Response: Respondent objects to Information Request Number 2(l)(vii) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see Response to Information Request Number 2(l)(iv).

viii. For each material, describe any warnings given to you with respect to its handling.

Response: Respondent objects to Information Request Number 2(l)(viii) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see Response to Information Request Number 2(l)(iv).

ix. Identify all locations to which the material was shipped, stored or held prior to their final treatment or disposal.

Response: Respondent objects to Information Request Number 2(l)(ix) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, based upon information and/or belief, there were no "locations to which the material was shipped, stored or held prior to their final treatment or disposal."

x. The amount paid to each Transporter for accepting the materials for transportation, the method of payment and the identity of the person who paid each transporter.

Response: Respondent objects to Information Request Number 2(l)(x) on the grounds that it is overly broad, and is unduly burdensome. Subject to this objection and the General Objections, see Response to Information Request Number 2(l)(iv).

m. The owner(s) or possessor(s) (persons in possession) of the hazardous substances involved in each arrangement for disposal or treatment of the substances. If the ownership(s) changed, when did this change(s) occur? Please provide documents describing this transfer of ownership, including the date of transfer, persons involved in the transfer, reason for the transfer of ownership, and details of the arrangement(s) such as contracts, agreements, etc. If you did not own the hazardous substances when shipped, who did own it and how did you come to own the hazardous substances?

Response: Respondent objects to Information Request Number 2(m) on the grounds that it is overly broad, and is unduly burdensome. Subject to this objection and the General Objections, this information is currently unknown to Respondent.

n. Who selected the location where the hazardous substances were to be disposed or treated?

Response: Respondent objects to Information Request Number 2(n) on the grounds that it is overly broad, and is unduly burdensome. Subject to this objection and the General Objections, based upon information and/or belief, this information is currently unknown to Respondent.

o. How were the hazardous substances or materials containing hazardous substances planned to be used at the Site?

Response: Respondent objects to Information Request Number 2(o) on the grounds that it is overly broad, and is unduly burdensome. Subject to this

objection and the General Objections, see Response to Information Request Number 2(n).

p. What was done to the hazardous substances once they were brought to the Site, including any service, repair, recycling, treatment, or disposal?

Response: Respondent objects to Information Request Number 2(p) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see Response to Information Request Number 2(n).

q. What activities were typically conducted at the Site or the specific facility where the hazardous substances were sent? What were the common business practices at the Site? How and when did you obtain this information?

Response: Respondent objects to Information Request Number 2(q) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see Response to Information Request Number 2(n).

r. How were the hazardous substances typically used, handled, or disposed of at the Site?

Response: Respondent objects to Information Request Number 2(r) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see Response to Information Request Number 2(n).

s. How long did you have a relationship with the owner(s) and/or operator(s) of the Site?

Response: Respondent objects to Information Request Number 2(s) on the grounds that it is overly broad, and is unduly burdensome. Subject to this objection and the General Objections, based upon information and/or belief, this information is currently unknown to Respondent.

t. Did you have any influence over waste disposal activities at the Site? If so, how?

Response: Based upon information and/or belief, Respondent did not have "any influence over disposal activities at the Site."

u. What percentage of your total hazardous substances went to the Site?

Response: Currently unknown to Respondent.

v. What steps did you take to dispose of or treat the hazardous substances? Please provide documents, agreements and/or contracts reflecting these steps.

Response: Currently unknown to Respondent.

w. What involvement (if any) did you have in selecting the particular means and method of disposal of the hazardous substances.

Response: Currently unknown to Respondent.

x. At the time you transferred the hazardous substances, what did you intend to happen to the hazardous substances? Please provide any contracts, written agreements, and/or other documentation reflecting the intention of the parties. If you do not have such documents and/or materials, please so state.

Response: Respondent objects to Information Request Number 2(x) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, based upon information and/or belief, this information is currently unknown to Respondent.

y. With respect to all transactions involving hazardous substances, at the time of the transaction, specify the measures you took to determine the actual means of treatment, disposal or other uses of hazardous substances. Provide information you had about the treatment and disposal practices at the Site. What assurances, if any, were given by the owners/operators at the Site regarding the proper handling and ultimate disposition of the materials you sent there?

Response: Respondent objects to Information Request Number 2(s) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, based upon information and/or belief, Respondent has no knowledge of the "treatment and disposal practices at Site. See also Responses to Information Requests Number 2(d) and 2(x).

z. What efforts, if any, did you take to investigate the nature of the operations conducted at the Site and the environmental compliance of the Site prior to selling, transferring, delivering (e.g., for repair, consignment, or joint-venture), disposing of, or arranging for the treatment or disposal of any hazardous substances.

Response: Respondent objects to Information Request Number 2(z) on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, based upon information and/or belief, this information is currently unknown to Respondent.

3. Provide names, addresses and telephone numbers of any individuals including former and current employees, who may be knowledgeable of Calumet's operations and hazardous substances handling, storage and disposal practices.

Response: Gil Wieser
Address: 2000 Dombey Road; Portage, IN 462368
Can be contacted through counsel.

Tim Ormond
Address: 1411 Opus Place; Suite 400; Downers Grove, IL 60515
Can be contacted through counsel.

Jim Lierman
Address: 2400 W. Union Avenue; Englewood, CO 80110-5354
Can be contacted through counsel.

Gerard Hamblin
Address: W132 N10487 Grant Drive; Germantown, WI 53022
Can be contacted through counsel.

Steve Burnell
Address: 2000 Dombey Road; Portage, IN 462368
Can be contacted through counsel.

William Blevins
Address: 2000 Dombey Road; Portage, IN 462368
Can be contacted through counsel.

Tom Groen
Address: 2000 Dombey Road; Portage, IN 462368
Can be contacted through counsel.

John Sobierajski
Address: 2000 Dombey Road; Portage, IN 462368
Can be contacted through counsel.

Glenn Sinkus
Address: 2000 Dombey Road; Portage, IN 462368
Can be contacted through counsel.

Robert Belinksy
Current whereabouts unknown to Respondent.

Michael William O'Drobinak
Current whereabouts unknown to Respondent.

Robin McCormick
Current whereabouts unknown to Respondent.

Gerado "Gerry" Martinez
Address: 2643 Glenwood; Highland, IN 46322

Robert Devries
Current whereabouts unknown to Respondent.

Gary Garbaciak
Address: 3723 W 215th St., Matteson, IL 60443

Ray Garbaciak
Current whereabouts unknown to Respondent.

Howard "Howie" Glenn Ridder
Current whereabouts unknown to Respondent.

Dwayne Johnson
Current whereabouts unknown to Respondent.

Robert Markley
Address: 256 Collins Drive, Guntersville, AL 35976

Minuyard Wheeler, Jr.
Address: 672 Illinois St., Gary, IN 46402

Minuyard Wheeler, Sr.
Current whereabouts unknown to Respondent.

Dale Augenstine
Current whereabouts unknown to Respondent.

Rex Anderson
Current whereabouts unknown to Respondent.

Jeffrey Wilkerson
Current whereabouts unknown to Respondent.

Richard Martin
Current whereabouts unknown to Respondent.

Russ Natalie
Current whereabouts unknown to Respondent.

Richard Malec
Current whereabouts unknown to Respondent.

Jerome "Jerry" Clark
Address: 4615 N Sr 23, Grovertown, IN 46531

Thomas Gleason
Current whereabouts unknown to Respondent.

Bartlett Kuipers
Current whereabouts unknown to Respondent.

Ann Marie Wirick
Current whereabouts unknown to Respondent.

Caryl Ilene Okamoto
Current whereabouts unknown to Respondent.

Conrad Hoevel
Current whereabouts unknown to Respondent.

Frank Pittman
Current whereabouts unknown to Respondent.

George Deboer
Current whereabouts unknown to Respondent.

Christian Milojevic
Current whereabouts unknown to Respondent.

James Evenhouse
Current whereabouts unknown to Respondent.

Phil Peet
Current whereabouts unknown to Respondent.

Phil Bethel
Current whereabouts unknown to Respondent.

Louie Dystra
Current whereabouts unknown to Respondent.

Don Price
Current whereabouts unknown to Respondent.

Tom Gollick
Current whereabouts unknown to Respondent.

Frank LaCasio
Current whereabouts unknown to Respondent.

Dave Makee
Current whereabouts unknown to Respondent.

George Auwema
Current whereabouts unknown to Respondent.

Trygve Bakkom
Current whereabouts unknown to Respondent.

David Hanish
Address: 7420 Idaho Avenue, Hammond, Indiana 46323

John Garrity
Current whereabouts unknown to Respondent.

4. State the date(s) on which the drums and/or hazardous substances were sent, brought or moved to the Site and the names, addresses and telephone numbers of the person(s) making arrangements for the drums to be sent, brought or moved to the Site.

Response: Respondent objects to Information Request Number 4 on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, based upon information and/or belief, this information is currently unknown to Respondent.

5. List all federal, state and local permits and/or registrations issued to Calumet for the transport and/or disposal of materials.

Response: U.S. EPA ID Number: IND067444471
Illinois EPA Hauler Registration Number: 0509 001

6. Which shipments or arrangements were sent under each permit? If what happened to the hazardous substances differed from what was specified in the permit, please state, to the best of your knowledge, the basis or reasons for such difference.

Response: Respondent objects to Information Request Number 6 on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, based upon information and/or belief, this information is currently unknown to Respondent.

7. Were all hazardous substances transported by licensed carriers to hazardous waste TSDFs permitted by the U.S. EPA?

Response: Respondent objects to Information Request Number 7 on the grounds that it is overly broad, irrelevant and is unduly burdensome. Subject to this objection and the General Objections, based upon information and/or belief, this information is currently unknown to Respondent.

8. List all federal, state and local permits and/or registrations and their respective permit numbers issued for the transport and/or disposal of wastes.

Response: Respondent objects to Information Request Number 8 on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see Response to Request Number 5.

9. Does your company or business have a permit or permits issued under RCRA? Does it have, or has it ever had, a permit or permits under the hazardous substance laws of the State of Indiana? Does your company or business have an EPA Identification Number, or an identification number supplied by the State Environmental Protection Agency? Supply any such identification number(s) your company or business has.

Response: Respondent objects to Information Request Number 9 on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see Response to Request Number 5.

10. Identify whether a Notification of Hazardous Waste Activity was ever filed with the EPA or the corresponding agency or official of the State of Indiana, the date of such filing, the wastes

described in such notice, the quantity thereof described in such notice, and the identification number assigned to such facility by EPA or the state agency or official.

Response: Currently unknown to Respondent.

11. Provide the correct name and addresses of your plants and other buildings or structures where Calumet carried out operations in Indiana and Illinois (excluding locations where ONLY clerical/office work was performed).

Response: Calumet Waste Systems Recycle Facility
7337 West 15th Avenue
Gary, IN 46404

12. Provide a schematic diagram or flow chart that fully describes and/or illustrates the Calumet's operations.

Response: Currently, Respondent has been unable to locate a "schematic diagram or flow chart" of the facility.

13. Provide a brief description of the nature of Calumet's operations at each location including: If the nature or size of Calumet's operations changed over time, describe those changes and the dates they occurred.

Response: The location identified in Response to Information Request Number 11 housed Respondent's administrative offices, transfer station and hauling operations. Based upon information and/or belief, the transfer station was added after 1987. See attached documents.

14. List the types of raw materials used in American Fly Company's operations, the products manufactured, recycled, recovered, treated, or otherwise processed in these operations.

Response: Respondent has no knowledge of "the types of raw materials used in American Fly Company's operations, the products manufactured, recycled, recovered, treated, or otherwise processed in these operations."

15. Provide copies of Material Safety Date Sheets (MSDS) for materials used in the Calumet's operations.

Response: Based upon information and/or belief, Respondent's operations ended over approximately 15 years ago. Currently, Respondent has been unable to locate copies of MSDSs.

16. Provide any release reports that were taken pursuant to Section 103(a) of CERCLA and Section 304 of the Emergency Planning and Community Right-to-Know Act (EPCRA).

Response: Currently, Respondent has been unable to locate "release reports that were taken pursuant to Section 103(a) of CERCLA and Section 304 of the Emergency Planning and Community Right-to-Know Act (EPCRA)".

17. Identify all federal offices to which Calumet has sent or filed hazardous substance or hazardous waste information.

Response: Respondent objects to Information Request Number 17 on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, based upon information and/or belief, this information is currently unknown to Respondent.

18. State the years during which such information was sent/filed.

Response: See Response to Information Request Number 17.

19. Identify (see Definitions) all Illinois and Indiana state offices to which Calumet has sent or filed hazardous substance or hazardous waste information.

Response: See Response to Information Request Number 17.

20. State the years during which such information was sent/filed.

Response: See Response to Information Request Number 17.

21. List all federal and state environmental laws and regulations under which Calumet has reported to federal or state governments, including but not limited to: Toxic Substances Control Act (TSCA), 15 U.S.C. Sections to 2692; Emergency Planning and Community Right-to-Know Act (EPCRA), 42 U.S.C. Sections 11001 to 11050; and the Clean Water Act 33U.S.C. Section 1251 to 1387.

Response: Respondent objects to Information Request Number 21 on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, based upon information and/or belief, this information is currently unknown to Respondent.

22. Identify the federal and state offices to which such information was sent.

Response: See Response to Information Request Number 21.

23. For each type of waste (including by-products) from Calumet's operations during the time period of 1975 through 1999, including but not limited to all liquids, sludges, and solids, provide the following information:

Response: Respondent objects to Information Request Number 21 on the grounds that it is overly broad, and is unduly burdensome. Subject to this objection and the General Objections, Respondent's operations produced waste oils from its vehicles. The waste oils were collected by Justak Brothers, 630 131 Street, Hammond, IN.

a. Its physical state.

Response: Liquid

b. Its nature and chemical composition.

Response: Waste oils from vehicles.

c. Its color.

Response: Currently unknown to Respondent.

d. Its odor.

Response: Currently unknown to Respondent.

e. The approximate monthly and annual volumes of each type of waste (using such measurements as gallons, cubic yards, pounds, etc.); and

Response: Approximately 85 gallons per month.

f. The dates (beginning & ending) during which each type of waste was produced by Respondent's operations.

Response: Currently unknown to Respondent.

24. Provide a schematic diagram that indicates which part of Calumet's operations generated each type of waste, including but not limited to wastes generated by cleaning and maintenance of equipment and machinery and wastes resulting from spills of liquid materials.

Response: Currently, Respondent has been unable to locate a "schematic diagram."

25. Describe how each type of waste was collected and stored at Calumet's operation prior to disposal/recycling/sale/transport, including:

Response: Based upon information and/or belief, waste oil was stored in a container and collected by Justak Brothers every 10 months.

a. The type of container in which each type of waste was placed/stored; and

Response: Currently unknown to Respondent.

b. Where each type of waste was collected/stored.

Response: Currently unknown to Respondent.

26. Provide copies of all casualty, liability and/or pollution policies, and any other insurance contracts related to the Gary Development Landfill (including, but not limited to, Environmental Impairment Liability, Pollution Legal Liability, Cleanup Cost Cap or Stop Loss Policies, Institutional Controls and Post Remediation Care Insurance) that provide Calumet with liability insurance for damage to third party property from 1975 through 1999.

Response: Respondent objects to Information Request Number 21 on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see attached documents.

27. To the extent not provided in Question 26 above, provide copies of all insurance policies that may potentially provide Calumet with insurance for bodily injury, property damage and/or environmental contamination in connection with the Site and/or Calumet's business operations.

Include, without limitation, all comprehensive general liability, primary, excess, and umbrella policies.

Response: See Response to Information Request 26.

28. To the extent not identified in Questions 26 or 27 above, provide all other evidence of casualty, liability and/or pollution insurance issued to Respondent for the period being investigated as identified in Question 26.

Response: See Response to Information Request 26.

29. If there are any such policies from Questions 26, 27, or 28 above of which you are aware but neither posses copies, nor are able to obtain copies, identify each such policy to the best of your ability by identifying:

Response: Respondent objects to Information Request Number 21 on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, other than the policies provided in response to Information Request Number 26 above, Respondent is unaware of additional information that may exist regarding insurance coverage for Respondent.

a. The name and address of each insurer and of the insured.

Response: See Response to Request Number 29.

b. The type of policy and policy numbers.

Response: See Response to Request Number 29.

c. The per occurrence policy limits of each policy; and

Response: See Response to Request Number 29.

d. The effective dates for each policy.

Response: See Response to Request Number 29.

30. Identify all insurance brokers or agents who placed insurance for the Calumet at any time during the period being investigated as identified in Question 26, and identify the time period during which such broker or agent acted in this regard. Identify by name and title, if known, individuals at the agency or brokerage most familiar with Calumet's pollution and/or liability insurance program and the current whereabouts of each individual.

Response: Respondent objects to Information Request Number 21 on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, other than any brokers or agents identified on the policies produced in response to Information Request Number 26, Respondent is unaware of additional information that may exist regarding the brokers or agents who historically placed insurance coverage for Respondent.

31. Identify all previous settlements by Respondent (or Respondent's predecessors) with any insurer which relates in any way to environmental liabilities and/or to the policies referenced in Questions 26-29 above, including:

Response: Respondent objects to Information Request Number 21 on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, Respondent is still investigating whether any responsive information exists and, if so, whether any such settlement agreements prohibit disclosure of information.

a. The date of the settlement.

Response: See Response to Request Number 31.

b. The scope of release provided under such settlement.

Response: See Response to Request Number 31.

c. The amount of money paid by the insurer pursuant to such settlement.

Response: See Response to Request Number 31.

d. Provide copies of all such settlement agreements.

Response: See Response to Request Number 31.

32. Identify all communications and provide all documents that evidence, refer, or relate to claims made by or on behalf of the Calumet under any insurance policy referenced in Questions 26-29 above. Include any responses from the insurer with respect to any claims.

Response: Respondent objects to Information Request Number 21 on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, none.

33. Identify any and all insurance, accounts paid or accounting files that identify Calumet's insurance policies.

Response: Respondent objects to Information Request Number 21 on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, none.

34. List all named insureds on property, pollution and/or casualty liability insurance providing coverage to Calumet during the period being investigated as identified in Question 26, and the date such named insureds appeared on the policies.

Response: See Response to Information Request Number 26.

35. Identify any person or organization requiring evidence of Calumet's casualty, liability and/or pollution insurance during the period being investigated as identified in Question 26, including the nature of the insurance requirement and the years when the evidence was required.

Response: Respondent objects to this question on the grounds that it is vague, overly broad, unduly burdensome, and requests irrelevant information. Subject to this objection and the General Objections, none.

36. Identify your company's policy with respect to document retention.

Response: Respondent objects to this question on the grounds that it is vague, overly broad, unduly burdensome, and requests irrelevant information. Subject to this objection and the General Objections, based upon information and/or belief, Respondent's operations ended over approximately 15 years ago. Currently, Respondent has been unable to locate any "policy with respect to document retention" for Respondent.

37. Please provide copies of financial statements, reports, or projections prepared by, for, or one behalf of your Company during the past four years. Your answer should include, but not be limited to, all those filed with the Securities and Exchange Commission, state agencies, and all financial institutions such as banks.

Response: No "copies of financial statements, reports, or projections prepared by, for, or one behalf of your Company during the past four years" exists. Based upon information and/or belief, Respondent's operations ended over approximately 15 years ago.

63B

SPECIAL RISK POLICY

Policy No. **SR NO.** 41202

Renewal of NEW

Insured WASTE MANAGEMENT, INC.

A STOCK COMPANY

HIGHLANDS INSURANCE COMPANY

Address 3003 Butterfield Road
Oakbrook, Illinois 60521

Policy Period January 1, 1984 (Inception (Mo. Day Yr.)) January 1, 1985 (Expiration (Mo. Day Yr.))

☒ 12:01 AM
☐ at noon
Standard Time at place of issuance.

Agent or Broker Insurance Brokers Service, Inc.

Office Address 230 West Monroe Street

Town & State Chicago, Illinois 60606

☒ HIGHLANDS INSURANCE COMPANY
☐ HIGHLANDS UNDERWRITERS INS. COMPANY

600 JEFFERSON STREET
HOUSTON, TEXAS 77002

In consideration of the stipulation herein named and of the premium specified below the Company does insure the insured above named hereinafter called the insured, to an amount not exceeding the amount(s) as may be hereafter provided, against liability or property risks herein described.

AMOUNT $ 10,000,000.00 part of **RATE** FLAT **PREMIUM $** 10,000.00

$ 88,000,000.00 excess of
$ 62,000,000.00

COVERAGE HEREON: EXCESS UMBRELLA LIABILITY

POLICY FORM NUMBER: 40108
ENDORSEMENT NUMBERS: N.M.A.1256, 148A and 170

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

In Witness Whereof, this Company has executed and attested those presents; but this policy shall not be valid unless countersigned by a duly authorized agent of this Company.

D. E. Weber
Secretary

President

Countersigned at Chicago, Illinois

this 12th day of January 1984

mb

Robert D. O'Brien Jr.
Agent.

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WZ01

ENDORSEMENT NO. 148A

EXCLUSION - POLLUTION AND CONTAMINATION

This Policy shall not apply to personal 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 watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

Attached to and forming part of Policy No. SR 41202

HIGHLANDS INSURANCE COMPANY
HIGHLANDS UNDERWRITERS INSURANCE COMPANY

BY Robert D. O'Brien Jr.

0000003353
WZ01

ENDORSEMENT NO. 170

EXCLUSION - PENSION REFORM ACT OF 1974

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this policy shall not apply to any Fiduciary Liability Loss or claim based upon the Employee Retirement Income Security Act of 1974 (Public Law 93-406 commonly referred to as the Pension Reform Act of 1974) and amendment thereto or similar provisions of any Federal, State or Local statutory law or common law.

Attached to and forming a part of Policy No. SR 41202

HIGHLANDS INSURANCE COMPANY
HIGHLANDS UNDERWRITERS INSURANCE COMPANY

By Robert D. O'Brien, Jr.

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WZ01

U.S.A.

NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

For attachment to insurances of the following classifications in the U. S. A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause —Liability—Direct (Limited) applies.

This policy*

does not apply:—

I. Under any liability Coverage, to injury, sickness, disease, death or destruction

(a) 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

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) 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.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) 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

(c) the injury, sickness, disease, death or destruction 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 (c) applies only to injury to or destruction of property at such nuclear facility.

IV. 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 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,

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. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

*Note:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Excess Umbrella Policy Insuring Agreements

I. Coverage

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the First Layer Underlying Umbrella Policy Issued By

NEW ENGLAND REINSURANCE CORPORATION Policy Number 688321

including all renewals and rewrites thereof.

II. Limit of Liability - Underlying Limits

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss as follows:

(a) $62,000,000.00 ultimate net loss in respect of each occurrence, but

(b) $62,000,000.00 in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

and the Company shall then be liable to pay only the excess thereof up to a further

(c) $10,000,000.00 part of $88,000,000.00 ultimate net loss in all in respect of each occurrence - subject to a limit of

(d) $10,000,000.00 part of $88,000,000.00 in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

III. Conditions

(a) **Maintenance of Underlying Insurance** - if the first layer umbrella policy ceases to apply (for reasons other than exhaustion of an aggregate limit of liability) this policy likewise ceases to apply to the same extent on the same day at the same time without notice to the Insured.

(b) **Cancellation** - this policy may be cancelled or suspended by the Company in accordance with (a) above or may be cancelled by mailing to any Named Insured at the address shown in this policy, written notice when not less than thirty (30) days thereafter such cancellation shall be effective. The Company may cancel for non-payment of premium at any time after the effective date of the policy by sending written notice to any Named Insured, stating when not less than ten (10) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company to any Named Insured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. This policy may be cancelled by the Named Insured by mailing to the Company written notice stating when thereafter the cancellation shall be effective. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Insured the Company shall retain the customary short rate proportion of the Premium for the period this Policy has been in force. If this Policy shall be cancelled by the Company the Company shall retain the pro rata proportion of the Premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium.

ATTACHED TO AND FORMING PART OF POLICY NO. SR 41202

HIGHLANDS INSURANCE COMPANY

HIGHLANDS UNDERWRITERS INSURANCE COMPANY

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WZ01

☒ HIGHLANDS INSURANCE COMPANY
☐ HIGHLANDS UNDERWRITERS INSURANCE COMPANY
☐ HIGHLANDS CASUALTY COMPANY
☐ ABERDEEN INSURANCE COMPANY

ENDORSEMENT No. 1

IT IS AGREED THAT EFFECTIVE December 31, 1984, 12:01 A.M., POLICY No. SR 41202 ISSUED

TO WASTE MANAGEMENT, INC. IS AMENDED AS HEREIN SPECIFICALLY STATED BUT NOT OTHERWISE.

ADDITIONAL PREMIUM ---- RETURN PREMIUM ----

It is understood and agreed that the Expiration Date as stated in the Policy Declarations is hereby amended to be:

DECEMBER 31, 1984 - 12:01 A.M. STANDARD TIME AT PLACE OF ISSUANCE.

This endorsement countersigned by an authorized representative of the company forms a part of the above policy as indicated.

COUNTERSIGNED BY Donald R. Marshall
AUTHORIZED REPRESENTATIVE

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☐ HIGHLANDS UNDERWRITERS INSURANCE COMPANY
☐ HIGHLANDS CASUALTY COMPANY
☐ ABERDEEN INSURANCE COMPANY

ENDORSEMENT No. 2

IT IS AGREED THAT EFFECTIVE October 24, 1984, 12:01 A.M., POLICY No. SR 41202 ISSUED

TO WASTE MANAGEMENT, INC. IS AMENDED AS HEREIN SPECIFICALLY STATED BUT NOT OTHERWISE.

ADDITIONAL PREMIUM $500.00 RETURN PREMIUM

In consideration of the additional premium charged hereon, it is understood and agreed that the Named Insured is hereby amended to include:

SCA SERVICES, INC.

This endorsement countersigned by an authorized representative of the company forms a part of the above policy as indicated.

COUNTERSIGNED BY _____
AUTHORIZED REPRESENTATIVE

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62D

ADMIRAL INSURANCE COMPANY
A STOCK COMPANY
(herein called "the Company")

UMBRELLA EXCESS CERTIFICATE

A 84 UX 0175

DECLARATIONS

NAMED INSURED
Waste Management, Inc.
(Refer to Endorsement #1)

MAILING ADDRESS
3003 Butterfield Road
Oakbrook, IL 60521

POLICY PERIOD From 1/1/84 To 1/1/85
At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

Item 1. UNDERLYING INSURANCE—

Underlying Carrier(s)	Policy Number(s)	Policy Period(s)
New England Reinsurance Corporation	688321	1/1/84 - 1/1/85

Item 2. DESCRIPTION OF UNDERLYING INSURANCE— Umbrella Liability

$50,000,000. each occurrence as respects Bodily Injury, Personal Injury, or Property Damage Liability or all combined. $50,000,000. aggregate (where applicable) which applies in excess of various primary limits or $10,000. as a self-insured retention.

Item 3. COVERAGE PROVIDED HEREUNDER— Umbrella Liability

$1,000,000. part of $12,000,000. each occurrence as respects Bodily Injury, Personal Injury, or Property Damage Liability or all combined. $12,000,000. aggregate (where applicable) which applies in excess of Item 2. above.

Item 4. PREMIUM— $2,500.00 Flat Charge

Item 5. ENDORSEMENTS ATTACHED AT INCEPTION: #1 through #3.

Countersigned On: January 25, 1984

At: Cherry Hill, NJ

By: Frederick H. Brown
Authorized Representative

JD-0034 (4/80)

Umbrella Excess Certificate of Insurar ; the Company to the party(s) named in the declarations after referred to as the "Insured"]

AS, the underlying insurors have issued to the Insured policies of insurance ı Item 1 (Underlying Insurance) of the declarations (herein called the underlying ıce) which are providing the insurance described in Item 2 (Description of ying Insurance) of the declarations.

his Certificate is to indemnify the Insured in accordance with the applicable g agreements, exclusions and conditions of the underlying insurance for excess ; specified in Item 3 (Coverage Provided Hereunder) of the declarations.

ıurance afforded by this Certificate shall follow that of the underlying insurance : (1) anything in this certificate or the underlying insurance to the contrary hstanding, the Company shall not be obligated to assume charge of the nent or defense of any claim or suit brought or proceeding instituted against the d, but the Company shall have the right and be given the opportunity to associate he Insured in the defense or control of any claim, suit or proceeding which rs reasonably likely to involve the Company, in which event the Insured and the any shall cooperate in all things in the defense or control of such claim, suit or eding, but no obligation shall be incurred on behalf of the Company without its nt being first obtained, however, in the event that the amount of the excess loss ıes certain either through trial court judgment or agreement among the Insured, aimant and the Company, then, the Insured may pay the amount of excess loss to laimant to effect settlement and, upon submission of due proof thereof, the ıany will indemnify the Insured for such payment, or the Company will, upon st of the Insured, pay such amount to the claimant on behalf of the Insured; (2) ısurance afforded by this Certificate shall not apply to any expenses for which ance is provided in the underlying insurance; (3) where amended by endorsement hed hereto.

D. The premium for this Certificate is the amount stated in Item 4 of the declarations and is payable upon delivery of this certificate.

E. The Company shall be furnished with copies of the underlying insurance and all endorsements thereto which in any manner affect this Certificate as soon as practicable.

F. This Certificate may be canceled by the Insured by surrender thereof to the Company's authorized representative, or by mailing to the Company's authorized representative written notice stating when thereafter such cancelation shall be effective, it being agreed, however, that in the event of cancelation or termination of the underlying insurance, this Certificate, to the extent of such cancelation or termination, shall cease to apply at the same time without notice to the Insured. This Certificate may be canceled by the Company by mailing to the first Named Insured at the address shown herein written notice stating when, not less than 30 days thereafter, such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the term of this Certificate. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

G. If the period of the underlying insurance is not concurrent with the terms of this Certificate, it is agreed that for the purpose of determining the Company's liability for loss in excess of the aggregate limits where applicable, of the underlying insurance, only loss happening during the terms of this Certificate shall be included.

NUCLEAR ENERGY LIABILITY EXCLUSION

ficate does not apply:

any Liability Coverage, to bodily injury or property damage:

ıth respect to which an Insured under the Certificate is also an Insured un- er a nuclear energy liability Certificate issued by Nuclear Energy Liability ısurance Association, Mutual Atomic Energy Liability Underwriters, or Nu- ıear Insurance Association of Canada, or would be an Insured under any, ıch Certificate but for its termination upon exhaustion of its limit of ability; or

esulting from the hazardous properties of nuclear material and with respect o which (a) any person or organization is required to maintain financial ırotection pursuant to the Atomic Energy Act of 1954, or any law amenda- ory thereof, or (b) the Insured is, or had this Certificate not been issued vould be, entitled to indemnity from the United States of America, or any ıgency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

er any Medical Payments Coverage, or under any Supplementary Payments ıision relating to first aid, to expenses incurred with respect to bodily injury ılting from the hazardous properties of nuclear material and arising out of operation of a nuclear facility by any person or organization;

er any Liability Coverage, to bodily injury or property damage resulting n the hazardous properties of nuclear material, if:

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;

the nuclear material is contained in spent fuel or waste at any time pos- sessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or

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 terri- tories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;

d. As used in this Exclusion:

(1) "Hazardous properties" include radioactive, toxic, or explosive properties;

(2) "Nuclear material" means source material, special nuclear material or byproduct material;

(3) "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;

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

(5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;

(6) "Nuclear facility" means: (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plu- tonium, (ii) processing or utilizing spent fuel, or (iii) 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, prem- ises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

(7) "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;

(8) "Property damage" includes all forms of radioactive contamination of property.

SERVICE OF SUIT

ɔreed that in the event of the failure of the Company to pay any amount claimed to be ɜreunder, the Company, at the request of the Insured, will submit to the jurisdiction of ɔurt of competent jurisdiction within the United States of America or Canada and will ly with all requirements necessary to give such Court jurisdiction and all matters g hereunder shall be determined in accordance with the law and with the practice of Court.

urther agreed that service of process in such suit may be made upon Jere J. Duffett, ır Vice President, ADMIRAL INSURANCE COMPANY, 89 Haddon Avenue, Box 3030, onfield, New Jersey 08033 and that in any suit instituted against any one of them upon ɔolicy, the Company will abide by the final decision of such Court or by the final ıion of the Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America or province of Canada, which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statue, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

VITNESS WHEREOF, the ADMIRAL INSURANCE COMPANY has caused this Certificate to be signed by its President and Secretary, but this Certificate shall not be valid ss countersigned on the declarations page by a duly authorized representative of the Company.

Frederick H. Brown

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO. 1 TO POLICY NO. A84UX0175 EFFECTIVE DATE 1/1/84
NAMED INSURED Waste Management, Inc.	NAMED INSURED

"The words "Named Insured" wherever used in this policy, shall mean Waste Management, Inc. and any other legal entity specifically identified as a named insured in an endorsement attached to this policy and also any subsidiary company or corporation of such legal entity (including subsidiaries thereof) and any other company or corporation under the financial control and active management of such legal entity, as now or hereinafter constituted, including Waste Management, Inc.'s interest in any Joint Venture."

Authorized Representative

JG 0012 A (3 81)

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO. 2 TO POLICY NO. A84UX0175 EFFECTIVE DATE 1/1/84
NAMED INSURED Waste Management, Inc.	CONFLICT IN WORDING ENDORSEMENT

It is hereby understood and agreed that where the insuring agreement, definitions and conditions appearing in the excess liability policy printed jacket are inconsistent with the insuring agreement, definitions and conditions appearing in the excess umbrella form, the insuring agreement, definitions and conditions of the excess umbrella form shall apply.

BY: _____
Authorized Representative

JG-0012 A (3-81)

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO. 3 TO POLICY NO. A84UX0175 EFFECTIVE DATE 1/1/84
NAMED INSURED Waste Management, Inc.	AMENDMENT TO NOTICE OF CANCELLATION

It is hereby understood and agreed that Condition F. as shown on the UMBRELLA EXCESS CERTIFICATE is amended to read as follows:

F. This Certificate may be canceled by the Insured by surrender thereof to the Company's authorized representative, or by mailing to the Company's authorized representative written notice stating when thereafter such cancelation shall be effective, it being agreed, however, that in the event of cancelation or termination of the underlying insurance, this Certificate, to the extent of such cancelation or termination, shall cease to apply at the same time without notice to the Insured. This Certificate may be canceled by the Company by mailing to the first Named Insured at the address shown herein written notice stating when, not less than 90 days thereafter, such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the term of this Certificate. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

BY: [signature]
Authorized Representative

JG 0012 A (3.81)

IMPORTANT NOTICE

All communications regarding this policy (including payment of premium and notice of claim or suit) shall be made to the Underwriting Managers for the Company:

JERSEY / INTERNATIONAL
UNDERWRITING MANAGERS, INC.
1255 CALDWELL ROAD, P.O. BOX 5725
CHERRY HILL, NEW JERSEY 08034
(609) 429-9200
TELEX: 83-1596

11-0008 (9/82)

Replacing NEW

51D

ADMIRAL INSURANCE COMPANY
A STOCK COMPANY
(herein called "the Company")

UMBRELLA EXCESS CERTIFICATE

A 3 UX 0153

DECLARATIONS

NAMED INSURED
Waste Management, Inc.
(Refer to Endorsement #1)

MAILING ADDRESS
3003 Butterfield Road
Oak Brook, IL 60521

POLICY PERIOD From 1/1/83 To 1/1/84
At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

Item 1. UNDERLYING INSURANCE—

Underlying Carrier(s)	Policy Number(s)	Policy Period(s)
New England Reinsurance Corp.	To Be Advised	To Be Advised

Item 2. DESCRIPTION OF UNDERLYING INSURANCE— Umbrella Liability

$50,000,000. each occurrence as respects Bodily Injury, Personal Injury, or Property Damage Liability or all combined. $50,000,000. aggregate (where applicable) which applies in excess of various primary limits or $10,000. as a self-insured retention.

Item 3. COVERAGE PROVIDED HEREUNDER— Umbrella Liability

$5,000,000. quota-share part of $50,000,000. each occurrence as respects Bodily Injury, Personal Injury, or Property Damage Liability or all combined. $50,000,000. aggregate (where applicable) which applies in excess of Item 2. above.

NOTICE TO POLICYHOLDER: "This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by an Insurer not authorized license to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund."

Item 4. PREMIUM— $7,500. Flat Charge

Item 5. ENDORSEMENTS ATTACHED AT INCEPTION: #1- Named Insured

Countersigned On: 1/31/83

At: Cherry Hill, N.J.

By: Frederick H. Brown
Authorized Representative

JD-0034 (4/80)

A. WHEREAS, the underlying insurors have issued to the Insured policies of insurance listed in Item 1 (Underlying Insurance) of the declarations (herein called the underlying insurance) which are providing the insurance described in Item 2 (Description of Underlying Insurance) of the declarations.

B. NOW, this Certificate is to indemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the underlying insurance for excess loss as specified in Item 3 (Coverage Provided Hereunder) of the declarations.

C. The insurance afforded by this Certificate shall follow that of the underlying insurance except: (1) anything in this certificate or the underlying insurance to the contrary notwithstanding, the Company shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but the Company shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve the Company, in which event the Insured and the Company shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of the Company without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and the Company, then, the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, the Company will indemnify the Insured for such payment, or the Company will, upon request of the Insured, pay such amount to the claimant on behalf of the Insured; (2) the insurance afforded by this Certificate shall not apply to any expenses for which insurance is provided in the underlying insurance; (3) where amended by endorsement attached hereto.

D. The premium for this Certificate is the amount stated in Item 4 of the declarations and is payable upon delivery of this certificate.

E. The Company shall be furnished with copies of the underlying insurance and all endorsements thereto which in any manner affect this Certificate as soon as practicable.

F. This Certificate may be canceled by the Insured by surrender thereof to the Company's authorized representative, or by mailing to the Company's authorized representative written notice stating when thereafter such cancelation shall be effective, it being agreed, however, that in the event of cancelation or termination of the underlying insurance, this Certificate, to the extent of such cancelation or termination, shall cease to apply at the same time without notice to the Insured. This Certificate may be canceled by the Company by mailing to the first Named Insured at the address shown herein written notice stating when, not less than 30 days thereafter, such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the term of this Certificate. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

G. If the period of the underlying insurance is not concurrent with the terms of this Certificate, it is agreed that for the purpose of determining the Company's liability for loss in excess of the aggregate limits where applicable, of the underlying insurance, only loss happening during the terms of this Certificate shall be included.

NUCLEAR ENERGY LIABILITY EXCLUSION

This Certificate does not apply:

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

(1) with respect to which an Insured under the Certificate is also an Insured under a nuclear energy liability Certificate 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 Certificate 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 Certificate 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;

d. **As used in this Exclusion:**

(1) "Hazardous properties" include radioactive, toxic, or explosive properties;

(2) "Nuclear material" means source material, special nuclear material or byproduct material;

(3) "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;

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

(5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;

(6) "Nuclear facility" means: (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) 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 (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

(7) "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;

(8) "Property damage" includes all forms of radioactive contamination of property.

SERVICE OF SUIT

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and with the practice of, such Court.

It is further agreed that service of process in such suit may be made upon Jere J. Duffett, Senior Vice President, ADMIRAL INSURANCE COMPANY, 89 Haddon Avenue, Box 3030, Haddonfield, New Jersey 08033 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or by the final decision of the Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America or province of Canada, which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statue, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

IN WITNESS WHEREOF, the ADMIRAL INSURANCE COMPANY has caused this Certificate to be signed by its President and Secretary, but this Certificate shall not be valid unless countersigned on the declarations page by a duly authorized representative of the Company.

Secretary

President

The following Service of Suit Clause is not to become effective unless or until the Insured has notified this Company in each specific claim of its intention to sue.

Service of Suit Clause

It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder, this Company, at the request of the Insured, will submit to the jurisdiction of any Court of Competent Jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon the highest one in authority bearing the title "Commissioner", "Director", or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located, and that in any suit instituted against it upon this contract this Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal. The one in authority bearing the title "Commissioner", "Director", or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located is hereby authorized and directed to accept service of process on behalf of this Company in any such suit and/or upon the Insured's request to give a written undertaking to the Insured that they will enter a general appearance upon this Company's behalf in the event such a suit shall be instituted.

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO. 1 TO POLICY NO. A3UX0153 EFFECTIVE DATE 1/1/83
NAMED INSURED Waste Management, Inc.	NAMED INSURED

"The words "Named Insured" wherever used in this policy, shall mean Waste Management, Inc. and any other legal entity specifically identified as a named insured in an endorsement attached to this policy and also any subsidiary company or corporation of such legal entity (including subsidiaries thereof) and any other company or corporation under the financial control and active management of such legal entity, as now or hereinafter constituted, including Waste Management, Inc.'s interest in any Joint Venture.

BY: Frederick H. Brown
Authorized Representative

INSURING COMPANY ADMIRAL INSURANCE COMPANY (herein called "the Company")	NO. 2 TO POLICY NO. A3UX0153 EFFECTIVE DATE 1/1/83
NAMED INSURED WASTE MANAGEMENT, INC.	CONFLICT IN WORDING ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that where the insuring agreement, definitions and conditions appearing in the excess liability policy printed jacket are inconsistent with the insuring agreement, definitions and conditions appearing in the excess umbrella form, the insuring agreement, definitions and conditions of the excess umbrella form shall apply.

ALL OTHER PROVISIONS AND STIPULATIONS REMAIN UNCHANGED

Date of Issuance: February 25, 1983

BY: Frederick H. Brown
Authorized Representative

INSURING COMPANY ADMIRAL INSURANCE COMPANY (herein called "the Company")	ENDORSEMENT NO. 3 TO POLICY NO. A3UX0153 EFFECTIVE DATE 1/1/83
NAMED INSURED WASTE MANAGEMENT, INC.	

In consideration of the premium charged, it is hereby understood and agreed that Condition F. as shown on the UMBRELLA EXCESS CERTIFICATE is amended to read as follows:

F. This Certificate may be canceled by the Insured by surrender thereof to the Company's authorized representative, or by mailing to the Company's authorized representative written notice stating when thereafter such cancelation shall be effective, it being agreed, however, that in the event of cancelation or termination of the underlying insurance, this Certificate, to the extent of such cancelation or termination, shall cease to apply at the same time without notice to the Insured. This Certificate may be canceled by the Company by mailing to the first Named Insured at the address shown herein written notice stating when, not less than 90 days thereafter, such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the term of this Certificate. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

ALL OTHER PROVISIONS AND STIPULATIONS REMAIN UNCHANGED

Date of Issuance: February 25, 1983

BY: Frederick H. Brown
Authorized Representative

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO. 4 TO POLICY NO. A3UX0153 EFFECTIVE DATE 1/1/83
NAMED INSURED Waste Management, Inc.	

In consideration of the premium charged, it is hereby understood and agreed that the Policy Number and Policy Period of Item 1. UNDERLYING INSURANCE as shown on the DECLARATIONS are amended to read as follows:

No. 685396 1/1/83 - 1/1/84

ALL OTHER PROVISIONS AND STIPULATIONS REMAIN UNCHANGED

Date of Issuance: 3/4/83

BY: _____
Authorized Representative

57 D

HB

American Excess Insurance Company

(hereinafter called the Company)
Wilmington, Delaware

Administrative Office: One Liberty Plaza - 91 Liberty Street
New York, New York 10006

Dependable Insurance Associates, Inc.
230 West Monroe Street
Chicago, Ill. 60606

ATTENTION: Mr. Terry Winkler

DECLARATIONS

CERTIFICATE OF EXCESS INSURANCE

ITEM 1
Waste Management, Inc.
(HEREINAFTER CALLED THE INSURED)
900 Jorie Blvd.
STREET LOCATION
Oak Brook — Ill. — 60521
CITY — STATE — ZIP

EUL 5003644 — 01 — NEW
CERTIFICATE NO. — BRANCH — PRIOR CERTIFICATE NO.

ITEM 2 07 30 79 — EFFECTIVE DATE 12:01 A.M.
10 01 80 — EXPIRATION DATE 12:01 A.M.

ITEM 3 $ 8,797.50 — TOTAL PREMIUM

INITIAL GROSS PREMIUM	XX FUTURE INSTALLMENTS
$8,797.50	
Prepaid — INSTALLMENT PERIOD	DATE OF NEXT INSTALLMENT

ITEM 3 PREMIUM (CONTINUED)
ADVANCE PREMIUM: $ 8,797.50
RATE: Flat

MINIMUM PREMIUM: $ 8,797.50

ITEM 4 DESCRIPTION OF COVERAGE HEREUNDER: Excess Umbrella Liability

ITEM 5 UNDERLYING POLICY AND LIMITS:
COMPANY: As per schedule on file with company
POLICY NUMBER: To be advised
LIMITS: $50,000,000 each occurrence and in the aggregate where applicable

ITEM 6 LIMIT(S) OF THE COMPANY'S LIABILITY: $5,000,000 P/O $25,000,000 each occurrence and in the aggregate where applicable

ITEM 7 CANCELLATION: Sixty (60) days

August 21, 1979/jd
DATE

Countersigned by
AUTHORIZED REPRESENTATIVE

ORIGINAL COPY

CONFIRMATION OF INSURANCE 35- 03604

To: CORROON & BLACK
135 SOUTH LA SALLE ST.
CHICAGO, ILLINOIS 60603

AUGUST 3, 1979
(Date)

ATTN: GEORGE N. COCHRAN

We confirm that acting upon your instructions and for your account we have procured insurance, subject to all of the terms and conditions hereinafter stated, from the Insurer(s) listed below, as follows:

INSURED: WASTE MANAGEMENT, INC.

P.O. ADDRESS: 900 JORIE BLVD.
OAK BROOK, ILLINOIS

COVERAGE: EXCESS UMBRELLA LIABILITY

POLICY PERIOD: 7-30-79 - 10-1-80

LIMIT OR AMOUNT: $5,000,000. PART OF $25,000,000. EXCESS $50,000,000.

PREMIUM: $8,797.50 RATE: FLAT

INSURER(S): AMERICAN EXCESS INSURANCE COMPANY
ASSIGNED POLICY #EUL 500 36 44

Period 60 days from 7-30-79 to 9-28-79
both days at 12:01 A.M. standard time at place of issuance.

Insurance under this Confirmation of Insurance to cease at the last above named date at the place of location of risk insured, or at such time prior thereto as the Cover Note(s), Certificate(s) and/or Policy(ies) may be issued on the above risk, or unless previously cancelled in writing.

This insurance is subject to all of the terms and conditions of the Cover Note, Certificate of Insurance and/or Policy which may be issued.

The Undersigned are not the Insurers, however Insurance has been effected by Dependable Insurance Associates, Inc.

TERRENCE J. WINKLER
BY VICE PRESIDENT
DEPENDABLE INSURANCE ASSOCIATES, INC.
230 WEST MONROE STREET
CHICAGO, ILLINOIS 60606

JW:at

INSURED'S COPY

STANDARD PROVISIONS ENDORSEMENT

Endorsement # 1

Effective Date: JULY 30, 1979

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

- ☐ 1. RATE
- ☐ 2. PREMIUM
- ☐ 3. DEPOSIT PREMIUM
- ☐ 4. INSTALLMENT
- ☐ 5. AUDIT–PREMIUM ADJUSTMENT
- ☐ 6. AMOUNT OF COVERAGE
- ☐ 7. TERM OF COVERAGE
- ☐ 8. INCEPTION DATE
- ☒ 9. EXPIRATION DATE DIA BINDER 35-03604
- ☐ 10. NAME OF ASSURED
- ☐ 11. ADDRESS OF LOCATION OF PROPERTY
- ☐ 12. ADDRESS OF ASSURED
- ☐ 13. DESCRIPTION OF PROPERTY COVERED
- ☐ 14. COVERAGE
- ☐ 15. THE FOLLOWING IS NAMED AS AN ADDITIONAL ASSURED
- ☐ 16. ENDORSEMENT
- ☐ 17. SECURITY
- ☐ 18. OTHER
- ☐ 19. POLICY IS CANCELLED ☐ PRO RATE ☐ SHORT RATE

☐ IS CORRECTED OR CHANGED TO READ AS FOLLOWS

☐ IS AMENDED TO READ AS FOLLOWS

☐ IS CHARGED FOR THE PERIOD

☐ ONLY AS RESPECTS THE OPERATIONS OF THE NAMED ASSURED

☐ ONLY AS RESPECTS THE PREMISES LOCATED AT

IS EXTENDED TO OCTOBER 28, 1979

Premium		$ NIL
State Tax	%	$
Federal Tax	%	$
Stamping Fee	%	$
		$
		$

All other terms and conditions remain unchanged. This endorsement is attached to and made part of DIA BINDER 35-03604 AMERICAN EXCESS INS.CO. # EUL 500 36 44

ISSUED TO WASTE MANAGEMENT, INC.

DATED AT CHICAGO, ILLINOIS

OCTOBER 1, 19 79

DEPENDABLE INSURANCE ASSOCIATES, INC.

By

American Excess Insurance Company

EUL 5003644

I INSURING AGREEMENT

In consideration of the payment of the Certificate premium and in reliance upon the statements in the Declarations made a part hereof, the Company hereby indemnifies the Insured against ultimate net loss which is in excess of the total limits of all underlying insurance (hereinafter referred to as "underlying insurance") and which arises out of the hazards covered and defined in the *underlying insurance as shown in Item 5 of the Declarations*, but only up to an amount not exceeding the limit(s) shown in Item 6 of the Declarations.

Except with respect to premium; obligation to investigate, defend, pay costs and expenses incident to the same; amount and limits of liability; renewal agreement, if any; additional coverage provided by a discovery period provision; and any other provision contained in the immediate underlying insurance inconsistent with this Certificate, the provisions of such underlying insurance are hereby incorporated as part of this Certificate.

Regardless of the number of (1) Insureds under this Certificate, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought covered hereby, the Company's total limit of liability for loss excess of Underlying Insurance shall be limited to the amount stated in Item 6 of the Declarations of this Certificate as applicable to "each claim", "each accident" or "each occurrence"; provided, however, that the Company's liability shall be further limited, where and as applicable, to the amount stated in Item 6 as the Company's "aggregate" with respect to loss excess of the Underlying Insurance which occurs during the term of this Certificate.

II EXCLUSIONS

This Certificate does not apply:

(a) to personal injury, 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 watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(b) to personal injury, bodily injury or property damage

(1) With respect to which an Insured under this Certificate is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, American Nuclear Insurers, 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 limits 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 Certificate 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;

(3) Resulting from the hazardous properties of nuclear material, if

(a) The nuclear material is at any nuclear facility owned by, or operated by or on behalf of, an Insured or has been discharged or disbursed therefrom, or

(b) 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

(c) 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)(c) applies only to property damage to such nuclear facility and any property thereat;

provided that the words "property damage" include all forms of radioactive contamination of property.

As used in this exclusion

"Hazardous Properties" include radioactive, toxic or explosive properties;

"Nuclear Material" means source material, special nuclear material or by-product material;

"Source Material", "Special Nuclear Material" and "By-Product Material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent Fuel" means any fuel elem. or fuel component, solid or liquid, which h een used or exposed to radiation in a nuclear reactor;

"Waste" means any waste material containing by-product material resulting from the operation by any person or organization of any nuclear facility included within the definition of "Nuclear Facility" under paragraph (1), or (2), thereof;

"Nuclear Facility" means

(1) Any nuclear reactor.

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

(3) 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.

(4) 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 operation;

"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.

III DEFINITIONS

1. Ultimate Net Loss

Ultimate Net Loss, as used herein, shall mean the sums paid in settlement of losses for which the Insured is liable after making deductions for all recoveries, salvages and other insurances (other than recoveries under the underlying insurance, policies of co-insurance, or policies specifically in excess hereof), whether recoverable or not, and shall exclude (1) All expenses for salaried employees and counsel on general retainer; (2) All office expenses of the Insured; (3) All expenses incurred by the Insured with respect to accidents or occurrences for which insurance is not afforded under this Certificate; and (4) Expenses incurred by the Insured under Contract with another to provide loss prevention and/or claims control services.

Interest on judgements including but not limited to interest that accrues from the date suit is filed or interest that accrues from date of death, investigation, adjustment and legal expenses including taxed court costs and premiums on bonds that are incurred by the Insured with the written consent of the Company shall be apportioned as follows:

(1) In the event of claim or suit arising which appears likely to exceed the underlying insurance limit or limits, no costs shall be incurred by the Insured without the written consent of the Company.

(2) Should any claim or suit be settled for not more than the underlying insurance limit or limits, then no costs shall be payable by the Company.

(3) Should, however, the sum for which the said claim or suit may be settled exceed the underlying insurance limit or limits, then the Company, if it approves such settlement or consents in writing to the proceedings continuing, shall contribute to the costs incurred by the Insured in the ratio that its proportion of the ultimate net loss, as finally adjusted, bears to the whole amount of such ultimate net loss.

(4) In the event the Insured elects not to appeal a judgement in excess of the underlying insurance limit or limits, the Company may elect to conduct such appeal at its own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Company exceed its limit or limits of liability as stated herein, plus the costs of such appeal.

(5) In the event a judgement is rendered in excess of the underlying insurance limit or limits and the underlying insurer or insurers elect to appeal such judgement, the sole responsibility of obtaining an appeal bond in regard to liability in excess of the underlying insurance limit or limits shall rest with the Insured and its underlying insurer or insurers.

IV CONDITIONS

1. 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 Certificate nor until (a) the Insured shall have paid ultimate net loss in excess of the underlying limit or (b) the Insured's obligation to pay shall have been finally determined either by judgement against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

2. Application of aggregate limits: If aggregate limits are specifically stated in Items 5 and 6 of the Declarations of this Certificate, then, the insurance afforded hereunder will apply in excess of reduced underlying insurance provided such reduction in the underlying insurance is solely the result of payment of claim(s) resulting from accidents or occurrences which take place during the term of this Certificate. If aggregate limits are not specifically stated in Item 5 and 6 of the Declarations, the coverage provided by this Certificate applies only with respect to each accident or occurrence for limits in excess of the amount provided for each accident or occurrence in the underlying insurance and does not apply over any reduced amount of underlying insurance in the event of exhaustion or reduction of aggregate limits (if any) in the underlying insurance.

3. Assignment: Assignment of interest under this Certificate shall not bind the Company until its consent is endorsed hereon.

4. Cancellation: This Certificate may be cancelled by the Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Certificate may be cancelled by the Company upon written notice to the Insured, such notice to be not less than the number of days set forth in Item 7 of the Declarations of this Certificate. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the

effective date and hour of cancellation stated in the notice shall become the end of the certificate period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing. If the 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 adjustments 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. The Company may, however, cancel this Certificate absolutely on five (5) days notice for non-payment of premium due.

Notice shall be given by the Insured to the Company at One Liberty Plaza — 91 Liberty Street, New York, New York 10006, and by the Company to the Insured at the Insured's address as shown in the Declarations. Notice by the Company to the first Named Insured, if more than one, shall be deemed notice to any other interests included as an Insured.

5. Changes: Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this Certificate or estop the Company from asserting any rights under the terms of this Certificate; nor shall the terms of this Certificate be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

6. Examination and Audit: The Company may examine and audit the Insured's books and records at any time during the term of this Certificate and thereafter as far as they relate to the subject matter of this insurance.

7. Loss Payable: The Company's obligation to pay any ultimate net loss and costs with respect to any accident or occurrence falling within the terms of this Certificate shall not attach until the amount of the applicable underlying limit has been paid by or on behalf of the Insured on account of such accident or occurrence.

8. Maintenance of Underlying Insurance: The limits of the underlying insurance shall be maintained by the Insured in full force and effect during the currency of this Certificate. Failure of the Insured to comply with the foregoing shall not invalidate this Certificate but in the event of such failure, the Company shall be liable only to the extent that it would have been liable had the Insured complied therewith. The Insured hereby agrees to promptly furnish the Company with a copy of the policy or policies of underlying insurance and renewals or replacements thereof including all endorsements attached thereto and to forward to the Company any subsequent endorsement to the underlying insurance which provides for any material change in coverage as described in Item 4 of the Declarations.

9. Notice of Loss: The Insured shall give prompt written notice to the Company of: (a) any accident or occurrence for which, without regard to liability, the value of injuries or damages sought as estimated by the Insured or, with the knowledge of the Insured, by the underlying insurer might result in a judgement sufficient to involve the Company's limit(s) of liability hereunder, (b) any accident or occurrence with respect to which the underlying insurer has notified the Insured that it has established a loss reserve equal to or greater than fifty (50) percent of said underlying insurer's limit of liability, (c) any cumulative incurred (paid and outstanding reserve) loss amounts, of which the Insured has been notified by the underlying insurer, totaling fifty (50) percent of the underlying aggregate limits where aggregate limits apply.

Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the date, time, place and circumstances of the accident or occurrence, the names and addresses of each party sustaining injury or damage and a description of such injury or damage. At no time shall the Company be called upon to assume charge of the settlement or defense of any claims made or suits brought or proceedings instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured or its underlying insurer or insurers, or both, in the control, defense and/or trial of any claims, suits or proceedings which, in the opinion of the Company, involves or appears reasonably likely to involve the Company.

The Insured shall (a) cooperate with the Company and the underlying insurer or insurers in the control, defense and/or trial of such claims, suits or proceedings so as to effect a final determination thereof and (b) enforce any right of contribution or indemnity against any person or organization who may be liable to the Insured, because of liability with respect to which insurance is afforded under this Certificate and the underlying insurance.

10. Premium Computation: Premium due the Company for this excess insurance shall be that amount shown in Item 3 of the Declarations and is payable upon the effective date of this Certificate. The advance premium stated in the Declarations is a deposit premium only unless otherwise specified. Upon termination of this Certificate, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Insured shall pay the excess to the Company; if less, the Company shall return to the Insured the unearned portion in excess of the minimum premium stated in Item 3 of the Declarations paid by such Insured. The Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the Certificate period, as the Company may direct.

11. Prior Insurance and Non Cumulation of Liability: It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy or certificate issued to the Insured prior to the inception date hereof, the limit of liability hereon as stated in Item 6 of the Declarations of this Certificate shall be reduced by any amounts due the Insured on account of such loss under such prior insurance.

12. Service of Suit: (not applicable in Connecticut, Delaware and New York) It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of any Court of Competent Jurisdiction within the United States and will comply with all the requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in any Court of Competent Jurisdiction by or on behalf of the Insured, or any beneficiary hereunder arising out of this Certificate of Excess Insurance, and hereby designates T. Darrington Semple, Jr., Secretary, American Excess Insurance Company, One Liberty Plaza — 91 Liberty Street, New York, New York 10006, or his representative as the person to whom said officer is authorized to mail such process or a true copy thereof.

whom said officer is authorized to make such process or a true copy thereof.

13. Subrogation and Salvage: All salvages, recoveries or payments recovered or received subsequent to a settlement under this Certificate shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company.

Inasmuch as this Certificate is Excess Insurance, the Insured's right of recovery against any person cannot be exclusively subrogated to the Company. It is, therefore, understood and agreed that in the event of payment hereunder, the Company will act in concert with all other interests (including the Insured) concerned in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principal that any interests (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amount shall be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled. The Insured shall do nothing after loss to prejudice such rights.

Nothing herein contained shall be construed to mean that the Insured shall be required to enforce by legal action any right of subrogation or indemnity before the Company shall pay any loss covered hereunder.

14. Term: This Certificate applies only to accidents or occurrences happening between the effective and expiration dates shown in Item 2 of the Declarations of this Certificate, unless otherwise cancelled.

15. Terms of Certificate Conformed to Statute: Terms of this Certificate which are in conflict with the statutes of the State wherein this Certificate is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this Certificate to be signed by its President and Secretary, but same shall not be binding upon the Company unless countersigned by an authorized representative of the Company.

James D. Koehnen	T. Darrington Semple, Jr.
James D. Koehnen	T. Darrington Semple
President	Secretary

Printed in U.S.A.

ISSUED BY

American Excess Insurance Company

Wilmington, Delaware

ONE LIBERTY PLAZA - 91 LIBERTY STREET
NEW YORK, N.Y. 10006

DEPENDABLE INSURANCE ASSOCIATES, INC.
230 West Monroe Street
Chicago, Illinois 60606

ATTENTION: Mr. Terry Winkler

WASTE MANAGEMENT, INC.
(HEREIN CALLED THE INSURED)

EUL5003644	07, 30, 79	01	FROM: 07, 30, 79 TO: 10, 01, 80	$ -0-
Certificate, Contract or Policy Number	EFFECTIVE DATE OF ENDORSEMENT 12:01 A.M. at the address of the Insured	Endorsement Number	CERTIFICATE, CONTRACT OR POLICY PERIOD	TOTAL ADDITIONAL OR RETURN PREMIUM (–)

ADDITIONAL OR RETURN PREMIUM (–)	[X] CHANGE IN FUTURE INSTALLMENTS INCREASE OR DECREASE (–)	AMENDED FUTURE INSTALLMENT
-0-	—	—

– , – , –
DATE OF NEXT INSTALLMENT

In consideration of the premium charged, it is understood and agreed that Item #1, Named Insured, should read as follows:

"The words "Named Insured" wherever used in this certificate, shall mean Waste Management, Inc. and any other legal entity specifically identified as a named insured in an endorsement attached to this certificate and also any subsidiary company or corporation of such legal entity (including subsidiaries thereof) and any other company or corporation under the financial control and active management of such legal entity, as now or hereinafter constituted."

Nothing herein contained shall alter, vary or extend any provision or condition of the Certificate, Contract or Policy to which this endorsement is attached other than as above stated.

March 18, 1980
DATE

Countersigned by Michael E. Berend
AUTHORIZED REPRESENTATIVE
Michael E. Berend/sc

AE-P005-A.W.Y.-7-79

Printed in U.S.A.

ORIGINAL COPY

ISSUED BY

American Excess Insurance Company

Wilmington, Delaware

ONE LIBERTY PLAZA - 91 LIBERTY STREET
NEW YORK, N.Y. 10006

ICE ASSOCIATES, INC.
treet
60606

rry Winkler

INC.

79 | 02 (Endorsement Number) | FROM: 07, 30, 79 TO: 10, 01, 80 (CERTIFICATE, CONTRACT OR POLICY PERIOD) | $ -0- (TOTAL ADDITIONAL OR RETURN PREMIUM (–))

M (–)	[X] CHANGE IN FUTURE INSTALLMENTS INCREASE OR DECREASE (–)	AMENDED FUTURE INSTALLMENT
	—	—

– – –
DATE OF NEXT INSTALLMENT

that this certificate does not apply to personal perty damage arising out of the discharge, dis- se or escape of smoke, vapors, soot, fumes, acids, chemicals, liquids or gases, waste materials or s, contaminants or pollutants into or upon land, or any watercourse or body of water, but this not apply if such discharge, dispersal, release sudden and accidental.

sites which have been designed, constructed, and ste Management, Inc., or one of its companies eption, and for those acquired sites which have s, and necessary alterations, for ecological scharge, dispersal, release or escape of pollu- inants shall be deemed to have been neither expected om the standpoint of the insured, thus being a nder the definition of "occurrence" included within e.

ed shall alter, vary or extend any provision or condition of the Certificate, Contract or ndorsement is attached other than as above stated.

Countersigned by

AUTHORIZED REPRESENTATIVE
Michael E. Berend/sc

Printed in U.S.A.

ORIGINAL COPY

(42 B)

American Excess Insurance Company

(hereinafter called the Company)
Wilmington, Delaware

Administrative Office: One Liberty Plaza - 91 Liberty Street
New York, New York 10006

Dependable Insurance Associates, Inc.
230 West Monroe Street
Chicago, Ill. 60606

ATTENTION: Mr. Terry Winkler

DECLARATIONS

CERTIFICATE OF EXCESS INSURANCE

ITEM 1
Waste Management, Inc.
(HEREINAFTER CALLED THE INSURED)
900 Jorie Blvd.
STREET LOCATION
Oak Brook — Ill. — 60521
CITY — STATE — ZIP

EUL 5003655 — 01 — NEW
CERTIFICATE NO. — BRANCH — PRIOR CERTIFICATE NO.

ITEM 2 07 | 30 | 79 — EFFECTIVE DATE 12:01 A.M.
10 | 01 | 80 — EXPIRATION DATE 12:01 A.M.
ITEM 3 $ 5,865.00 — TOTAL PREMIUM

INITIAL GROSS PREMIUM	[X] FUTURE INSTALLMENTS
$5,865.00	

Prepaid — INSTALLMENT PERIOD
DATE OF NEXT INSTALLMENT

ITEM 3 PREMIUM (CONTINUED)
ADVANCE PREMIUM: $ 5,865.00
RATE: Flat

MINIMUM PREMIUM: $ 5,865.00

ITEM 4 DESCRIPTION OF COVERAGE HEREUNDER: Excess Umbrella Liability

ITEM 5 UNDERLYING POLICY AND LIMITS:
COMPANY: As per schedule on file with company
POLICY NUMBER: To be advised
LIMITS: $75,000,000 each occurrence and in the aggregate where applicable

ITEM 6 LIMIT(S) OF THE COMPANY'S LIABILITY: $5,000,000 P/O $25,000,000 each occurrence and in the aggregate where applicable

ITEM 7 CANCELLATION: Sixty (60) days

August 21, 1979/jd
DATE

Countersigned by
AUTHORIZED REPRESENTATIVE

ORIGINAL COPY

American Excess Insurance Company

EUL 5003655

I INSURING AGREEMENT

In consideration of the payment of the Certificate premium and in reliance upon the statements in the Declarations made a part hereof, the Company hereby indemnifies the Insured against ultimate net loss which is in excess of the total limits of all underlying insurance (hereinafter referred to as "underlying insurance") and which arises out of the hazards covered and defined in the underlying insurance as shown in Item 5 of the Declarations, but only up to an amount not exceeding the limit(s) shown in Item 6 of the Declarations.

Except with respect to premium; obligation to investigate, defend, pay costs and expenses incident to the same; amount and limits of liability; renewal agreement, if any; additional coverage provided by a discovery period provision; and any other provision contained in the immediate underlying insurance inconsistent with this Certificate, the provisions of such underlying insurance are hereby incorporated as part of this Certificate.

Regardless of the number of (1) Insureds under this Certificate, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought covered hereby, the Company's total limit of liability for loss excess of Underlying Insurance shall be limited to the amount stated in Item 6 of the Declarations of this Certificate as applicable to "each claim", "each accident" or "each occurrence"; provided, however, that the Company's liability shall be further limited, where and as applicable, to the amount stated in Item 6 as the Company's "aggregate" with respect to loss excess of the Underlying Insurance which occurs during the term of this Certificate.

II EXCLUSIONS

This Certificate does not apply:

(a) to personal injury, 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 watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(b) to personal injury, bodily injury or property damage

(1) With respect to which an Insured under this Certificate is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, American Nuclear Insurers, 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 limits 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 Certificate 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;

(3) Resulting from the hazardous properties of nuclear material, if

(a) The nuclear material is at any nuclear facility owned by, or operated by or on behalf of, an Insured or has been discharged or disbursed therefrom, or

(b) 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

(c) 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)(c) applies only to property damage to such nuclear facility and any property thereat;

provided that the words "property damage" include all forms of radioactive contamination of property.

As used in this exclusion

"Hazardous Properties" include radioactive, toxic or explosive properties;

"Nuclear Material" means source material, special nuclear material or by-product material;

"Source Material", "Special Nuclear Material" and "By-Product Material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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"Spent Fuel" means any fuel ele[illegible]t or fuel component, solid or liquid, which [illegible] been used or exposed to radiation in a nuclear reactor;

"Waste" means any waste material containing by-product material resulting from the operation by any person or organization of any nuclear facility included within the definition of "Nuclear Facility" under paragraph (1), or (2), thereof;

"Nuclear Facility" means

(1) Any nuclear reactor.

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

(3) 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.

(4) 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 operation;

"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.

III DEFINITIONS

1. Ultimate Net Loss

Ultimate Net Loss, as used herein, shall mean the sums paid in settlement of losses for which the Insured is liable after making deductions for all recoveries, salvages and other insurances (other than recoveries under the underlying insurance, policies of co-insurance, or policies specifically in excess hereof), whether recoverable or not, and shall exclude (1) All expenses for salaried employees and counsel on general retainer; (2) All office expenses of the Insured; (3) All expenses incurred by the Insured with respect to accidents or occurrences for which insurance is not afforded under this Certificate; and (4) Expenses incurred by the Insured under Contract with another to provide loss prevention and/or claims control services.

Interest on judgements including but not limited to interest that accrues from the date suit is filed or interest that accrues from date of death, investigation, adjustment and legal expenses including taxed court costs and premiums on bonds that are incurred by the Insured with the written consent of the Company shall be apportioned as follows:

(1) In the event of claim or suit arising which appears likely to exceed the underlying insurance limit or limits, no costs shall be incurred by the Insured without the written consent of the Company.

(2) Should any claim or suit be settled for not more than the underlying insurance limit or limits, then no costs shall be payable by the Company.

(3) Should, however, the sum for which the said claim or suit may be settled exceed the underlying insurance limit or limits, then the Company, if it approves such settlement or consents in writing to the proceedings continuing, shall contribute to the costs incurred by the Insured in the ratio that its proportion of the ultimate net loss, as finally adjusted, bears to the whole amount of such ultimate net loss.

(4) In the event the Insured elects not to appeal a judgement in excess of the underlying insurance limit or limits, the Company may elect to conduct such appeal at its own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Company exceed its limit or limits of liability as stated herein, plus the costs of such appeal.

(5) In the event a judgement is rendered in excess of the underlying insurance limit or limits and the underlying insurer or insurers elect to appeal such judgement, the sole responsibility of obtaining an appeal bond in regard to liability in excess of the underlying insurance limit or limits shall rest with the Insured and its underlying insurer or insurers.

IV CONDITIONS

1. 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 Certificate nor until (a) the Insured shall have paid ultimate net loss in excess of the underlying limit or (b) the Insured's obligation to pay shall have been finally determined either by judgement against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

2. Application of aggregate limits: If aggregate limits are specifically stated in Items 5 and 6 of the Declarations of this Certificate, then, the insurance afforded hereunder will apply in excess of reduced underlying insurance provided such reduction in the underlying insurance is solely the result of payment of claim(s) resulting from accidents or occurrences which take place during the term of this Certificate. If aggregate limits are not specifically stated in Item 5 and 6 of the Declarations, the coverage provided by this Certificate applies only with respect to each accident or occurrence for limits in excess of the amount provided for each accident or occurrence in the underlying insurance and does not apply over any reduced amount of underlying insurance in the event of exhaustion or reduction of aggregate limits (if any) in the underlying insurance.

3. Assignment: Assignment of interest under this Certificate shall not bind the Company until its consent is endorsed hereon.

4. Cancellation: This Certificate may be cancelled by the Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Certificate may be cancelled by the Company upon written notice to the Insured, such notice to be not less than the number of days set forth in Item 7 of the Declarations of this Certificate. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the

effective date and hour of cancellation stated in the notice shall become the end of the certificate period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing. If the 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 adjustments 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. The Company may, however, cancel this Certificate absolutely on five (5) days notice for non-payment of premium due.

Notice shall be given by the Insured to the Company at One Liberty Plaza — 91 Liberty Street, New York, New York 10006, and by the Company to the Insured at the Insured's address as shown in the Declarations. Notice by the Company to the first Named Insured, if more than one, shall be deemed notice to any other interests included as an Insured.

5. Changes: Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this Certificate or estop the Company from asserting any rights under the terms of this Certificate; nor shall the terms of this Certificate be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

6. Examination and Audit: The Company may examine and audit the Insured's books and records at any time during the term of this Certificate and thereafter as far as they relate to the subject matter of this insurance.

7. Loss Payable: The Company's obligation to pay any ultimate net loss and costs with respect to any accident or occurrence falling within the terms of this Certificate shall not attach until the amount of the applicable underlying limit has been paid by or on behalf of the Insured on account of such accident or occurrence.

8. Maintenance of Underlying Insurance: The limits of the underlying insurance shall be maintained by the Insured in full force and effect during the currency of this Certificate. Failure of the Insured to comply with the foregoing shall not invalidate this Certificate but in the event of such failure, the Company shall be liable only to the extent that it would have been liable had the Insured complied therewith. The Insured hereby agrees to promptly furnish the Company with a copy of the policy or policies of underlying insurance and renewals or replacements thereof including all endorsements attached thereto and to forward to the Company any subsequent endorsement to the underlying insurance which provides for any material change in coverage as described in Item 4 of the Declarations.

9. Notice of Loss: The Insured shall give prompt written notice to the Company of: (a) any accident or occurrence for which, without regard to liability, the value of injuries or damages sought as estimated by the Insured or, with the knowledge of the Insured, by the underlying insurer might result in a judgement sufficient to involve the Company's limit(s) of liability hereunder, (b) any accident or occurrence with respect to which the underlying insurer has notified the Insured that it has established a loss reserve equal to or greater than fifty (50) percent of said underlying insurer's limit of liability, (c) any cumulative incurred (paid and outstanding reserve) loss amounts, of which the Insured has been notified by the underlying insurer, totaling fifty (50) percent of the underlying aggregate limits where aggregate limits apply.

Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the date, time, place and circumstances of the accident or occurrence, the names and addresses of each party sustaining injury or damage and a description of such injury or damage. At no time shall the Company be called upon to assume charge of the settlement or defense of any claims made or suits brought or proceedings instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured or its underlying insurer or insurers, or both, in the control, defense and/or trial of any claims, suits or proceedings which, in the opinion of the Company, involves or appears reasonably likely to involve the Company.

The Insured shall (a) cooperate with the Company and the underlying insurer or insurers in the control, defense and/or trial of such claims, suits or proceedings so as to effect a final determination thereof and (b) enforce any right of contribution or indemnity against any person or organization who may be liable to the Insured, because of liability with respect to which insurance is afforded under this Certificate and the underlying insurance.

10. Premium Computation: Premium due the Company for this excess insurance shall be that amount shown in Item 3 of the Declarations and is payable upon the effective date of this Certificate. The advance premium stated in the Declarations is a deposit premium only unless otherwise specified. Upon termination of this Certificate, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Insured shall pay the excess to the Company; if less, the Company shall return to the Insured the unearned portion in excess of the minimum premium stated in Item 3 of the Declarations paid by such Insured. The Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the Certificate period, as the Company may direct.

11. Prior Insurance and Non Cumulation of Liability: It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy or certificate issued to the Insured prior to the inception date hereof, the limit of liability hereon as stated in Item 6 of the Declarations of this Certificate shall be reduced by any amounts due the Insured on account of such loss under such prior insurance.

12. Service of Suit: (not applicable in Connecticut, Delaware and New York) It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of any Court of Competent Jurisdiction within the United States and will comply with all the requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in any Court of Competent Jurisdiction by or on behalf of the Insured, or any beneficiary hereunder arising out of this Certificate of Excess Insurance, and hereby designates T. Darrington Semple, Jr., Secretary, American Excess Insurance Company, One Liberty Plaza — 91 Liberty Street, New York, New York 10006, or his representative as the person to whom said officer is authorized to mail such process or a true copy thereof.

whom said officer is authorized to r[illegible] such process or a true copy thereof.

13. Subrogation and Salvage: All salvages, recoveries or payments recovered or received subsequent to a settlement under this Certificate shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company.

Inasmuch as this Certificate is Excess Insurance, the Insured's right of recovery against any person cannot be exclusively subrogated to the Company. It is, therefore, understood and agreed that in the event of payment hereunder, the Company will act in concert with all other interests (including the Insured) concerned in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principal that any interests (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amount shall be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled. The Insured shall do nothing after loss to prejudice such rights.

Nothing herein contained shall be construed to mean that the Insured shall be required to enforce by legal action any right of subrogation or indemnity before the Company shall pay any loss covered hereunder.

14. Term: This Certificate applies only to accidents or occurrences happening between the effective and expiration dates shown in Item 2 of the Declarations of this Certificate, unless otherwise cancelled.

15. Terms of Certificate Conformed to Statute: Terms of this Certificate which are in conflict with the statutes of the State wherein this Certificate is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this Certificate to be signed by its President and Secretary, but same shall not be binding upon the Company unless countersigned by an authorized representative of the Company.

James D. Koehnen

James D. Koehnen

President

T. Darrington Semple, Jr.

Warrington Semple

Secretary

ENDORSEMENT

ISSUED BY

American Excess Insurance Company

Wilmington, Delaware

ONE LIBERTY PLAZA - 91 LIBERTY STREET
NEW YORK, N.Y. 10006

DEPENDABLE INSURANCE ASSOCIATES, INC.
230 West Monroe Street
Chicago, Illinois 60606

ATTENTION: Mr. Terry Winkler

WASTE MANAGEMENT, INC.
(HEREIN CALLED THE INSURED)

Certificate, Contract or Policy Number	Effective Date of Endorsement 12.01 A.M. at the address of the Insured	Endorsement Number	Certificate, Contract or Policy Period	Total Additional or Return Premium (–)
EUL5003655	07 , 30 , 79	01	FROM: 07 , 30 , 79 TO: 10 , 01 , 80	$ -0-

Additional or Return Premium (–)	☒ Change in Future Installments Increase or Decrease (–)	Amended Future Installment
-0-	---	---

– , – , –
Date of Next Installment

In consideration of the premium charged, it is understood and agreed that Item #1, Named Insured, should read as follows:

"The words "Named Insured" wherever used in this certificate, shall mean Waste Management, Inc. and any other legal entity specifically indentified as a named insured in an endorsement attached to this certificate and also any subsidiary company or corporation of such legal entity (including subsidiaries thereof) and any other company or corporation under the financial control and active management of such legal entity as now or hereinafter constituted."

Nothing herein contained shall alter, vary or extend any provision or condition of the Certificate, Contract or Policy to which this endorsement is attached other than as above stated.

March 18, 1980
DATE

Countersigned by Michael E. Berend
AUTHORIZED REPRESENTATIVE
Michael E. Berend/sc

AE-P005-A.W.Y.-7-79

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Printed in U.S.A.

ISSUED BY

American Excess Insurance Company

Wilmington, Delaware

ONE LIBERTY PLAZA - 91 LIBERTY STREET
NEW YORK, N.Y. 10006

DEPENDABLE INSURANCE ASSOCIATES, INC.
230 West Monroe Street
Chicago, Illinois 60606

ATTENTION: Mr. Terry Winkler

WASTE MANAGEMENT, INC.
(HEREIN CALLED THE INSURED)

EUL5003655	07 30 79	02	FROM: 07 30 79 TO: 10 01 80	$ -0-
Certificate, Contract or Policy Number	EFFECTIVE DATE OF ENDORSEMENT 12:01 A.M. at the address of the Insured	Endorsement Number	CERTIFICATE, CONTRACT OR POLICY PERIOD	TOTAL ADDITIONAL OR RETURN PREMIUM (–)

ADDITIONAL OR RETURN PREMIUM (–)	[X] CHANGE IN FUTURE INSTALLMENTS INCREASE OR DECREASE (–)	AMENDED FUTURE INSTALLMENT
-0-	—	—

— , — , —
DATE OF NEXT INSTALLMENT

It is agreed that this certificate does not apply to personal 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 watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

For landfill sites which have been designed, constructed, and operated by Waste Management, Inc., or one of its companies from their inception, and for those acquired sites which have undergone tests, and necessary alterations, for ecological safety, and discharge, dispersal, release or escape of pollutants or contaminants shall be deemed to have been neither expected nor intended from the standpoint of the insured, thus being a covered event under the definition of "occurrence" included within the certificate.

Nothing herein contained shall alter, vary or extend any provision or condition of the Certificate, Contract or Policy to which this endorsement is attached other than as above stated.

March 18, 1980
DATE

Countersigned by Michael E. Berend
AUTHORIZED REPRESENTATIVE
Michael E. Berend/sc

AE-P005-A.W.Y.-7-79

ORIGINAL COPY

Printed in U.S.A.

CONFIRMATION OF INSURANCE 35- 03605

To: CORROON & BLACK
135 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60603

AUGUST 3, 1979
(Date)

ATTN: GEORGE N. COCHRAN

We confirm that acting upon your instructions and for your account we have procured insurance, subject to all of the terms and conditions hereinafter stated, from the Insurer(s) listed below, as follows:

INSURED: WASTE MANAGEMENT, INC.

P.O. ADDRESS: 900 JORIE BLVD.
OAK BROOK, ILLINOIS

COVERAGE: EXCESS UMBRELLA LIABILITY

POLICY PERIOD: 7-30-79 - 10-1-80

LIMIT OR AMOUNT: $5,000,000. PART OF $25,000,000. EXCESS $75,000,000.

PREMIUM: $5,865.00 RATE: FLAT

INSURER(S): AMERICAN EXCESS INSURANCE COMPANY
ASSIGNED POLICY # EUL 500 36 55

Period 60 days from 7-30-79 to 9-28-79
both days at 12:01 A.M., standard time at place of issuance.

Insurance under this Confirmation of Insurance to cease at the last above named date at the place of location of risk insured, or at such time prior thereto as the Cover Note(s), Certificate(s) and/or Policy(ies) may be issued on the above risk, or unless previously cancelled in writing.

This insurance is subject to all of the terms and conditions of the Cover Note, Certificate of Insurance and/or Policy which may be issued.

The Undersigned are not the Insurers, however Insurance has been effected by Dependable Insurance Associates, Inc.

BY TERRENCE J. WINKLER
VICE PRESIDENT
DEPENDABLE INSURANCE ASSOCIATES, INC.
230 WEST MONROE STREET
CHICAGO, ILLINOIS 60606

W:at dia

INSURED'S COPY

STANDARD PROVISIONS ENDORSEMENT

Endorsement # 1

Effective Date: JULY 30 , 1979

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

- ☐ 1. RATE
- ☐ 2. PREMIUM
- ☐ 3. DEPOSIT PREMIUM
- ☐ 4. INSTALLMENT
- ☐ 5. AUDIT–PREMIUM ADJUSTMENT
- ☐ 6. AMOUNT OF COVERAGE
- ☐ 7. TERM OF COVERAGE
- ☐ 8. INCEPTION DATE
- ☒ 9. EXPIRATION DATE DIA BINDER 35-03605
- ☐ 10. NAME OF ASSURED
- ☐ 11. ADDRESS OF LOCATION OF PROPERTY
- ☐ 12. ADDRESS OF ASSURED
- ☐ 13. DESCRIPTION OF PROPERTY COVERED
- ☐ 14. COVERAGE
- ☐ 15. THE FOLLOWING IS NAMED AS AN ADDITIONAL ASSURED
- ☐ 16. ENDORSEMENT
- ☐ 17. SECURITY
- ☐ 18. OTHER
- ☐ 19. POLICY IS CANCELLED ☐ PRO RATE ☐ SHORT RATE

☐ IS CORRECTED OR CHANGED TO READ AS FOLLOWS

☐ IS AMENDED TO READ AS FOLLOWS

☐ IS CHARGED FOR THE PERIOD

☐ ONLY AS RESPECTS THE OPERATIONS OF THE NAMED ASSURED

☐ ONLY AS RESPECTS THE PREMISES LOCATED AT

IS EXTENDED TO OCTOBER 28, 1979

Premium		$ NIL
State Tax	%	$
Federal Tax	%	$
Stamping Fee	%	$
		$
		$

All other terms and conditions remain unchanged. This endorsement is attached to and made part of DIA BINDER 35- 03605 AMERICAN EXCESS INS.CO. #EUL 500 36 55

ISSUED TO WASTE MANAGEMENT, INC.

DATED AT CHICAGO, ILLINOIS

OCTOBER 1, 19 79

TJW:at

DEPENDABLE INSURANCE ASSOCIATES, INC.

By [signature]

American Excess Insurance Company

(hereinafter called the Company)
Wilmington, Delaware

Administrative Office: One Liberty Plaza - 91 Liberty Street
New York, New York 10006

INSURANCE BROKERS SERVICE INC.
230 West Monroe Street
Chicago, Illinois 60606

ATTENTION: Mr. Terry Winkler

CERTIFICATE OF EXCESS INSURANCE

DECLARATIONS

ITEM 1
WASTE MANAGEMENT INC.
(HEREINAFTER CALLED THE INSURED)
900 Jorie Blvd.
STREET LOCATION
Oak Brook — Illinois — 60521
CITY — STATE — ZIP

EUL 5084870 — 0J — EUL5003655
CERTIFICATE NO. — BRANCH — PRIOR CERTIFICATE NO.

ITEM 2 10 | 01 | 81 — 01 | 01 | 83 — ITEM 3 $1,875.00
EFFECTIVE DATE — EXPIRATION DATE — TOTAL PREMIUM

12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED IN ITEM 1.

X	
$1,875.00	—
Prepaid	- | - | -
INSTALLMENT PERIOD	DATE OF NEXT INSTALLMENT

ITEM 3 PREMIUM (CONTINUED)
ADVANCE PREMIUM: $ 1,875.00
RATE: Flat

MINIMUM PREMIUM: $ 1,875.00

ITEM 4 DESCRIPTION OF COVERAGE HEREUNDER:

Excess Umbrella Liability

ITEM 5 UNDERLYING POLICY AND LIMITS:
COMPANY: As per schedule on file with Company
POLICY NUMBER: To Be Advised
LIMITS: $100,000,000 each occurrence and in the aggregate where applicable

ITEM 6 LIMIT(S) OF THE COMPANY'S LIABILITY:
$2,500,000 part of $50,000,000 each occurrence and in the aggregate where applicable

ITEM 7 CANCELLATION: Sixty (60) Days

October 6, 1981
DATE

Countersigned by
AUTHORIZED REPRESENTATIVE
Michael E. Berend/jb

FORM AE-P-001-A.W.Y.-1-79

ORIGINAL COPY

PRINTED IN U.S.A.

American Excess Insurance Company

EUL 5084870

I INSURING AGREEMENT

In consideration of the payment of the Certificate premium and in reliance upon the statements in the Declarations made a part hereof, the Company hereby indemnifies the Insured against ultimate net loss which is in excess of the total limits of all underlying insurance (hereinafter referred to as "underlying insurance") and which arises out of the hazards covered and defined in the underlying insurance as shown in Item 5 of the Declarations, but only up to an amount not exceeding the limit(s) shown in Item 6 of the Declarations.

Except with respect to premium; obligation to investigate, defend, pay costs and expenses incident to the same; amount and limits of liability; renewal agreement, if any; additional coverage provided by a discovery period provision; and any other provision contained in the immediate underlying insurance inconsistent with this Certificate, the provisions of such underlying insurance are hereby incorporated as part of this Certificate.

Regardless of the number of (1) Insureds under this Certificate, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought covered hereby, the Company's total limit of liability for loss excess of Underlying Insurance shall be limited to the amount stated in Item 6 of the Declarations of this Certificate as applicable to "each claim", "each accident" or "each occurrence"; provided, however, that the Company's liability shall be further limited, where and as applicable, to the amount stated in Item 6 as the Company's "aggregate" with respect to loss excess of the Underlying Insurance which occurs during the term of this Certificate.

II EXCLUSIONS

This Certificate does not apply:

(a) to personal injury, 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 watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(b) to personal injury, bodily injury or property damage

(1) With respect to which an Insured under this Certificate is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, American Nuclear Insurers, 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 limits 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 Certificate 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;

(3) Resulting from the hazardous properties of nuclear material, if

(a) The nuclear material is at any nuclear facility owned by, or operated by or on behalf of, an Insured or has been discharged or disbursed therefrom, or

(b) 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

(c) 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)(c) applies only to property damage to such nuclear facility and any property thereat;

provided that the words "property damage" include all forms of radioactive contamination of property.

As used in this exclusion

"Hazardous Properties" include radioactive, toxic or explosive properties;

"Nuclear Material" means source material, special nuclear material or by-product material;

"Source Material", "Special Nuclear Material" and "By-Product 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 containing by-product material resulting from the operation by any person or organization of any nuclear facility included within the definition of "Nuclear Facility" under paragraph (1), or (2), thereof;

"Nuclear Facility" means

(1) Any nuclear reactor,

(2) Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste,

(3) 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,

(4) 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 operation;

"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.

III DEFINITIONS

1. Ultimate Net Loss

Ultimate Net Loss, as used herein, shall mean the sums paid in settlement of losses for which the Insured is liable after making deductions for all recoveries, salvages and other insurances (other than recoveries under the underlying insurance, policies of co-insurance, or policies specifically in excess hereof), whether recoverable or not, and shall exclude (1) All expenses for salaried employees and counsel on general retainer; (2) All office expenses of the Insured; (3) All expenses incurred by the Insured with respect to accidents or occurrences for which insurance is not afforded under this Certificate; and (4) Expenses incurred by the Insured under Contract with another to provide loss prevention and/or claims control services.

Interest on judgements including but not limited to interest that accrues from the date suit is filed or interest that accrues from date of death, investigation, adjustment and legal expenses including taxed court costs and premiums on bonds that are incurred by the Insured with the written consent of the Company shall be apportioned as follows:

(1) In the event of claim or suit arising which appears likely to exceed the underlying insurance limit or limits, no costs shall be incurred by the Insured without the written consent of the Company.

(2) Should any claim or suit be settled for not more than the underlying insurance limit or limits, then no costs shall be payable by the Company.

(3) Should, however, the sum for which the said claim or suit may be settled exceed the underlying insurance limit or limits, then the Company, if it approves such settlement or consents in writing to the proceedings continuing, shall contribute to the costs incurred by the Insured in the ratio that its proportion of the ultimate net loss, as finally adjusted, bears to the whole amount of such ultimate net loss.

(4) In the event the Insured elects not to appeal a judgement in excess of the underlying insurance limit or limits, the Company may elect to conduct such appeal at its own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Company exceed its limit or limits of liability as stated herein, plus the costs of such appeal.

(5) In the event a judgement is rendered in excess of the underlying insurance limit or limits and the underlying insurer or insurers elect to appeal such judgement, the sole responsibility of obtaining an appeal bond in regard to liability in excess of the underlying insurance limit or limits shall rest with the Insured and its underlying insurer or insurers.

IV CONDITIONS

1. 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 Certificate nor until (a) the Insured shall have paid ultimate net loss in excess of the underlying limit or (b) the Insured's obligation to pay shall have been finally determined either by judgement against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

2. Application of aggregate limits: If aggregate limits are specifically stated in Items 5 and 6 of the Declarations of this Certificate, then, the insurance afforded hereunder will apply in excess of reduced underlying insurance provided such reduction in the underlying insurance is solely the result of payment of claim(s) resulting from accidents or occurrences which take place during the term of this Certificate. If aggregate limits are not specifically stated in Item 5 and 6 of the Declarations, the coverage provided by this Certificate applies only with respect to each accident or occurrence for limits in excess of the amount provided for each accident or occurrence in the underlying insurance and does not apply over any reduced amount of underlying insurance in the event of exhaustion or reduction of aggregate limits (if any) in the underlying insurance.

3. Assignment: Assignment of interest under this Certificate shall not bind the Company until its consent is endorsed hereon.

4. Cancellation: This Certificate may be cancelled by the Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Certificate may be cancelled by the Company upon written notice to the Insured, such notice to be not less than the number of days set forth in Item 7 of the Declarations of this Certificate. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the

effective date and hour of cancellation stated in the notice shall become the end of the certificate period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing. If the 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 adjustments 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. The Company may, however, cancel this Certificate absolutely on five (5) days notice for non-payment of premium due.

Notice shall be given by the Insured to the Company at One Liberty Plaza — 91 Liberty Street, New York, New York 10006, and by the Company to the Insured at the Insured's address as shown in the Declarations. Notice by the Company to the first Named Insured, if more than one, shall be deemed notice to any other interests included as an Insured.

5. Changes: Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this Certificate or estop the Company from asserting any rights under the terms of this Certificate; nor shall the terms of this Certificate be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

6. Examination and Audit: The Company may examine and audit the Insured's books and records at any time during the term of this Certificate and thereafter as far as they relate to the subject matter of this insurance.

7. Loss Payable: The Company's obligation to pay any ultimate net loss and costs with respect to any accident or occurrence falling within the terms of this Certificate shall not attach until the amount of the applicable underlying limit has been paid by or on behalf of the Insured on account of such accident or occurrence.

8. Maintenance of Underlying Insurance: The limits of the underlying insurance shall be maintained by the Insured in full force and effect during the currency of this Certificate. Failure of the Insured to comply with the foregoing shall not invalidate this Certificate but in the event of such failure, the Company shall be liable only to the extent that it would have been liable had the Insured complied therewith. The Insured hereby agrees to promptly furnish the Company with a copy of the policy or policies of underlying insurance and renewals or replacements thereof including all endorsements attached thereto and to forward to the Company any subsequent endorsement to the underlying insurance which provides for any material change in coverage as described in Item 4 of the Declarations.

9. Notice of Loss: The Insured shall give prompt written notice to the Company of: (a) any accident or occurrence for which, without regard to liability, the value of injuries or damages sought as estimated by the Insured or, with the knowledge of the Insured, by the underlying insurer might result in a judgement sufficient to involve the Company's limit(s) of liability hereunder, (b) any accident or occurrence with respect to which the underlying insurer has notified the Insured that it has established a loss reserve equal to or greater than fifty (50) percent of said underlying insurer's limit of liability, (c) any cumulative incurred (paid and outstanding reserve) loss amounts, of which the Insured has been notified by the underlying insurer, totaling fifty (50) percent of the underlying aggregate limits where aggregate limits apply.

Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the date, time, place and circumstances of the accident or occurrence, the names and addresses of each party sustaining injury or damage and a description of such injury or damage. At no time shall the Company be called upon to assume charge of the settlement or defense of any claims made or suits brought or proceedings instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured or its underlying insurer or insurers, or both, in the control, defense and/or trial of any claims, suits or proceedings which, in the opinion of the Company, involves or appears reasonably likely to involve the Company.

The Insured shall (a) cooperate with the Company and the underlying insurer or insurers in the control, defense and/or trial of such claims, suits or proceedings so as to effect a final determination thereof and (b) enforce any right of contribution or indemnity against any person or organization who may be liable to the Insured, because of liability with respect to which insurance is afforded under this Certificate and the underlying insurance.

10. Premium Computation: Premium due the Company for this excess insurance shall be that amount shown in Item 3 of the Declarations and is payable upon the effective date of this Certificate. The advance premium stated in the Declarations is a deposit premium only unless otherwise specified. Upon termination of this Certificate, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Insured shall pay the excess to the Company; if less, the Company shall return to the Insured the unearned portion in excess of the minimum premium stated in Item 3 of the Declarations paid by such Insured. The Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the Certificate period, as the Company may direct.

11. Prior Insurance and Non Cumulation of Liability: It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy or certificate issued to the Insured prior to the inception date hereof, the limit of liability hereon as stated in Item 6 of the Declarations of this Certificate shall be reduced by any amounts due the Insured on account of such loss under such prior insurance.

12. Service of Suit: (not applicable in Connecticut, Delaware and New York) It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of any Court of Competent Jurisdiction within the United States and will comply with all the requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in any Court of Competent Jurisdiction by or on behalf of the Insured, or any beneficiary hereunder arising out of this Certificate of Excess Insurance, and hereby designates T. Darrington Semple, Jr., Secretary, American Excess Insurance Company, One Liberty Plaza — 91 Liberty Street, New York, New York 10006, or his representative as the person to whom said officer is authorized to mail such process or a true copy thereof.

whom said officer is authorized to mail such process or a true copy thereof.

13. Subrogation and Salvage: All salvages, recoveries or payments recovered or received subsequent to a settlement under this Certificate shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company.

Inasmuch as this Certificate is Excess Insurance, the Insured's right of recovery against any person cannot be exclusively subrogated to the Company. It is, therefore, understood and agreed that in the event of payment hereunder, the Company will act in concert with all other interests (including the Insured) concerned in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principal that any interests (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amount shall be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled. The Insured shall do nothing after loss to prejudice such rights.

Nothing herein contained shall be construed to mean that the Insured shall be required to enforce by legal action any right of subrogation or indemnity before the Company shall pay any loss covered hereunder.

14. Term: This Certificate applies only to accidents or occurrences happening between the effective and expiration dates shown in Item 2 of the Declarations of this Certificate, unless otherwise cancelled.

15. Terms of Certificate Conformed to Statute: Terms of this Certificate which are in conflict with the statutes of the State wherein this Certificate is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this Certificate to be signed by its President and Secretary, but same shall not be binding upon the Company unless countersigned by an authorized representative of the Company.

James D. Koehnen

James D. Koehnen

President

T. Darrington Semple, Jr.

T. Darrington Semple

Secretary

ENDORSEMENT
ISSUED BY

American Excess Insurance Company

Wilmington, Delaware

ONE LIBERTY PLAZA - 91 LIBERTY STREET
NEW YORK, N.Y. 10006

INSURANCE BROKERS SERVICE INCORPORATED
230 West Monroe Street
Chicago, Illinois 60606

ATTENTION: Mr. Terry Winkler

WASTE MANAGEMENT INCORPORATED
(HEREIN CALLED THE INSURED)

EUL5084870	10 , 01 , 81	03	FROM: 10 , 01 , 81 TO: 01 , 01 , 83	$ -0-
Certificate, Contract or Policy Number	EFFECTIVE DATE OF ENDORSEMENT 12:01 A.M. at the address of the Insured	Endorsement Number	CERTIFICATE, CONTRACT OR POLICY PERIOD	TOTAL ADDITIONAL OR RETURN PREMIUM (-)

[redacted]		
-0-	- - -	- - -

- , - , -
DATE OF NEXT INSTALLMENT

In consideration of the premium charged, it is hereby understood & agreed that the following wording shall apply to coverage for pollution liability.

" It is agreed that this policy does not apply 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 watercourse or body of water: but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

" For landfill sites which have been designed, constructed, and operated by Waste Management, Inc.' or one of its companies from their inception, and for those acquired sites which have undergone tests, and necessary alterations, for ecologial safety, any discharge, dispersal, release or escape of pollutants or contaminants shall be deemed to have been neither expected not intended from the standpoint of the insured, thus being a covered event under the definition of " occurrence " included within the policy."

Nothing herein contained shall alter, vary or extend any provision or condition of the Certificate, Contract or Policy to which this endorsement is attached other than as above stated.

November 18, 1981
DATE

Countersigned by [redacted]
Michael [redacted]ATIVE

AE-P005-A.W.Y. • 2-81

Printed in U.S.A.

ORIGINAL COPY

ENDORSEMENT
ISSUED BY

American Excess Insurance Company

Wilmington, Delaware

ONE LIBERTY PLAZA - 91 LIBERTY STREET
NEW YORK, N.Y. 10006

INSURANCE BROKERS SERVICE INC.
230 West Monroe Street
Chicago, Illinois 60606

ATTENTION: Mr. Terry Winkler

WASTE MANAGEMENT INCORPORATED
(HEREIN CALLED THE INSURED)

Certificate, Contract or Policy Number	EFFECTIVE DATE OF ENDORSEMENT 12:01 A.M. at the address of the Insured	Endorsement Number	CERTIFICATE, CONTRACT OR POLICY PERIOD	TOTAL ADDITIONAL OR RETURN PREMIUM (-)
EUL5084870	10 01 81	05	FROM: 10 . 01 . 81 TO: 10 . 01 . 82	$ -0-

-0-	---	---

- - - -
DATE OF NEXT INSTALLMENT

Inconsideration of the premium charged, it is hereby understood and agreed that, Item #1, Address of the Named Insured is amended to read as follows:

3003 Butterfield Road
Oak Brook, Illinois 60521

Nothing herein contained shall alter, vary or extend any provision or condition of the Certificate, Contract or Policy to which this endorsement is attached other than as above stated.

December 18, 1981
DATE

Countersigned by
AUTHORIZED REPRESENTATIVE
Michael E. Berend/ml

AE-P006 • A.W.Y. • 5-81

Printed in U.S.A.

ORIGINAL COPY

ENDORSEMENT
ISSUED BY

American Excess Insurance Company

Wilmington, Delaware

ONE LIBERTY PLAZA - 91 LIBERTY STREET
NEW YORK, N.Y. 10006

INSURANCE BROKERS SERVICE INC.
230 West Monroe Street
Chicago, Illinois 60606

ATTENTION: Mr. Terry Winkler

WASTE MANAGEMENT INC.
(HEREIN CALLED THE INSURED)

Certificate, Contract or Policy Number	Effective Date of Endorsement 12:01 A.M. at the address of the insured	Endorsement Number	Certificate, Contract or Policy Period	Total Additional or Return Premium (-)
EUL5084870	10, 01, 81	06	FROM: 10 . 01 . 81 TO: 10 . 01 . 82	$ -0-

[redacted]		
-0-	—	—

— . — . —
DATE OF NEXT INSTALLMENT

ENVIRONMENTAL IMPAIRMENT

It is hereby understood and agreed that this policy does not apply to injury arising out of an occurrence which is covered by any Environmental Impairment policy scheduled as underlying insurance on the following policy:

First State Underwriters Agency of New England
Reinsurance Policy No. 685379

Nothing herein contained shall alter, vary or extend any provision or condition of the Certificate, Contract or Policy to which this endorsement is attached other than as above stated.

February 10, 1982
DATE

Countersigned by
AUTHORIZED REPRESENTATIVE
Michael E. Berardi in U.S.A.

AE-P005 • A.W.Y. • 5-81

ENDORSEMENT
ISSUED BY

American Excess Insurance Company

Wilmington, Delaware

ONE LIBERTY PLAZA - 91 LIBERTY STREET
NEW YORK, N.Y. 10006

INSURANCE BROKERS SERVICE INC.
230 West Monroe Street
Chicago, Illinois 60606

ATTENTION: Mr. Terry Winkler

WASTE MANAGEMENT INC.
(HEREIN CALLED THE INSURED)

EUL5084870	10 . 01 . 81	01	FROM: 10 . 01 . 81 TO: 01 . 01 . 83	$ -0-
Certificate, Contract or Policy Number	EFFECTIVE DATE OF ENDORSEMENT 12:01 A.M. at the address of the Insured	Endorsement Number	CERTIFICATE, CONTRACT OR POLICY PERIOD	TOTAL ADDITIONAL OR RETURN PREMIUM (-)

[redacted]		
-0-	—	—

- . - . -
DATE OF NEXT INSTALLMENT

In consideration of the premium charged, it is hereby understood and agreed that Item #1, Named Insured, should read as follows:

"The Words" Named Insured: Wherever used in this policy, shall mean Waste Management, Inc. and any other legal entity specifically identified as a Named Insured in an endorsement attached to this policy and also any subsidiary company or corporation of such legal entity (including subsidiaries thereof) and any other Company or Corporation under the financial control and active management of such legal entity, as now or hereinafter constituted, including Waste Management, Inc.'s interest in any Joint Venture.

Nothing herein contained shall alter, vary or extend any provision or condition of the Certificate, Contract or Policy to which this endorsement is attached other than as above stated.

October 8, 1981
DATE

Countersigned by [signature]
AUTHORIZED REPRESENTATIVE
Michael E. Berend/jb
Printed in U.S.A.

AE-P006 • A.W.Y. • 5-81

ENDORSEMENT
ISSUED BY

American Excess Insurance Company

Wilmington, Delaware

ONE LIBERTY PLAZA - 91 LIBERTY STREET
NEW YORK, N.Y. 10006

INSURANCE BROKERS SERVICE INCORPORATED
230 West Monroe Street
Chicago, Illinois 60606

ATTENTION: Mr. Terry Winkler

WASTE MANAGEMENT INCORPORATED
(HEREIN CALLED THE INSURED)

Certificate, Contract or Policy Number	EFFECTIVE DATE OF ENDORSEMENT 12:01 A.M. at the address of the Insured	Endorsement Number	CERTIFICATE, CONTRACT OR POLICY PERIOD	TOTAL ADDITIONAL OR RETURN PREMIUM (–)
EUL5084870	10 , 01 , 81	02	FROM: 10 , 01 , 81 TO: 01 , 01 , 83	$ -0-

[redacted]		
-0-	- - -	- - -

- - -
DATE OF NEXT INSTALLMENT

In consideration of the premium charged it is hereby understood & agreed that Item #7 cancellation is amended to Ninety (90) Days.

Nothing herein contained shall alter, vary or extend any provision or condition of the Certificate, Contract or Policy to which this endorsement is attached other than as above stated.

November 18, 1981
DATE

Countersigned by
AUTHORIZED REPRESENTATIVE
Michael E. Berend/ja

Printed in U.S.A.

AE-P005-A.W.Y. • 2-81

ORIGINAL COPY

ENDORSEMENT
ISSUED BY

American Excess Insurance Company

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NEW YORK, N.Y. 10006

INSURANCE BROKERS SERVICE INCORPORATED
230 West Monroe Street
Chicago, Illinois 60606

ATTENTION: Mr. Terry Winkler

WASTE MANAGEMENT INCORPORATED
(HEREIN CALLED THE INSURED)

Certificate, Contract or Policy Number	Effective Date of Endorsement 12:01 A.M. at the address of the Insured	Endorsement Number	Certificate, Contract or Policy Period	Total Additional or Return Premium (-)
EUL5084870	10 , 01 , 81	04	FROM: 10 , 01 , 81 TO: 01 , 01 , 83	$ -0-

[redacted]		
-0-	- - -	- - -

- , - , -
DATE OF NEXT INSTALLMENT

In consideration of the premium charged, it is hereby understood & agreed that this certificate shall contain a " Broad as Primary " or " Following Form " wording such as the following:

> " It is hereby understood and agreed that in the event that the insured suffers a loss which is covered under the schedule of underlying insurance as set forth in the schedule attached to this policy, except for the terms & conditions of this policy which are not consistent with the underlying policy terms and conditions, then this policy shall be amended to follow and be subject to the terms and conditions of such underlying insurance with respect to such loss."

Nothing herein contained shall alter, vary or extend any provision or condition of the Certificate, Contract or Policy to which this endorsement is attached other than as above stated.

November 18, 1981
DATE

Countersigned by Michael [illegible] REPRESENTATIVE

AE-P005-A.W.Y. • 2-81

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ORIGINAL COPY

54E

Wausau Insurance Companies

EXCESS INSURANCE POLICY DECLARATIONS

Policy Number 5733-00-300414 Previous Policy Number NEW

1. Insured:
WASTE MANAGEMENT, INC. ETAL
(PER UNDERLYING INSURANCE)
3003 BUTTERFIELD ROAD
OAK BROOK, ILLINOIS 60521

Producer:
INSURANCE BROKERS SERVICE, INC.
230 WEST MONROE STREET
CHICAGO, ILLINOIS 60606

2. Policy Period: 10/1/81 to 1/1/83 12:01 A.M.,
standard time at the address of the named insured as stated herein.

3. Premium:

$10,000.

4. Underlying Insurance:
$55,000,000. EACH OCCURRENCE AND IN THE AGGREGATE (WHERE APPLICABLE) PER THE FIRST STATE INSURANCE COMPANY AND VARIOUS INSURERS ON FILE WITH THE COMPANY. (COPY OF FIRST STATE INSURANCE COMPANY POLICY TO BE FILED WITH THE COMPANY). UNDERLYING INSURANCE: UMBRELLA LIABILITY WHICH IS EXCESS OF SCHEDULED PRIMARY POLICIES AND/OR SELF INSURED RETENTIONS.

5. Limits of Liability:

$10,000,000. PART OF $45,000,000. EACH OCCURRENCE AND IN THE AGGREGATE (WHERE APPLICABLE) IN EXCESS OF THE UNDERLYING INSURANCE STATED IN ITEM 4.

6. Cancellation by Company. The length of notice required for cancellation of this policy by the Company is 60 days. EXCEPT ONLY 10 DAYS NOTICE OF CANCELLATION IS REQUIRED FOR THE NONPAYMENT OF PREMIUM.

ENDORSEMENT(S) ATTACHED AT POLICY ISSUANCE: WIU 7(12/79) AND ENDORSEMENTS 1 AND 2
Attached to Form 80-39-1

Issued by: EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

Countersigned by: N H Fisher
Authorized Company Representative

3 3341

80-39 3-80 PRTD. USA

10/6/81-ch

Wausau Insurance Companies

ENDORSEMENT 1

This endorsement, effective 10/1/81 forms a part of policy number 5733-00-300414

issued to WASTE MANAGEMENT, INC. ETAL

by EMPLOYERS INSURANCE OF WAUSAU A Mutual Company.

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF ENVIRONMENTAL IMPAIRMENT.

ENVIRONMENTAL IMPAIRMENT AS APPLIED TO THIS EXCLUSION SHALL MEAN ANY ONE OR A COMBINATION OF THE FOLLOWING:

A) EMISSION, DISCHARGE, DISPERSAL, RELEASE, ESCAPE OR SEEPAGE 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 WATERCOURSE OR BODY OF WATER;

B) THE GENERATION OF ODOR, NOISES, VIBRATIONS, LIGHT, ELECTRICITY, RADIATION, CHANGES IN TEMPERATURE OR ANY OTHER SENORY PHENOMENA;

ARISING OUT OF OR IN THE COURSE OF THE INSUREDS OPERATIONS, INSTALLATIONS OR PREMISES.

HOWEVER THIS EXCLUSION DOES NOT APPLY IF SUCH EMISSION, DISCHARGE, DISPERSAL, RELEASE, ESCAPE OR SEEPAGE IS SUDDEN AND ACCIDENTAL.

All other terms and conditions of this policy remain unchanged.

Countersigned by W/F Fisher
Authorized Representative

80-71 12-80

Wausau Insurance Companies

ENDORSEMENT 2

This endorsement, effective 10/1/81 forms a part of policy number 5733-00-300414

issued to WASTE MANAGEMENT, INC. ETAL

by EMPLOYERS INSURANCE OF WAUSAU A Mutual Company.

E.R.I.S.A. EXCLUSION

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO ANY LIABILITY OF THE INSURED BASED UPON OR ARISING OUT OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, PUBLIC LAW 93-406, COMMONLY REFERRED TO AS THE PENSION REFORM ACT OF 1974, AND AMENDMENTS THERETO, OR SIMILAR PROVISIONS OF ANY FEDERAL, STATE OR LOCAL STATUTORY LAW OR COMMON LAW.

All other terms and conditions of this policy remain unchanged.

Countersigned by _____
Authorized Representative

80-71 12-80

NUCLEAR . :RGY LIABILITY EXCLUSION ENDORS .ENT
(BROAD FORM)

It is agreed that the policy does not apply

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
   (a) 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
   (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) 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
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
   (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom,
   (b) 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
   (c) the injury sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use or any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility
4. As used in this endorsement"hazardous properties" includes 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, 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

   With respect to injury to or destruction of property the word "injury" or "destruction" includes all forms of radioactive contamination of property

This endorsement forms a part of the policy, issued by the Company designated therein, to which it is attached and takes effect as of the effective date of said policy

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

authorized agents as soon as practicable. Failure to notify the company of any such event which at the time of its happening did not appear to involve this policy, but which later appears likely to result in a claim hereunder, shall not prejudice such claim provided notice is then promptly given.

b. If any claim is made or suit is brought against the insured which involves or is likely to involve this policy, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or by his representative.

c. The insured shall cooperate with the underlying insurers and comply with all of the terms and conditions of the underlying insurance policies. The insured shall upon request by the underlying insurers assist in making settlements, in the conduct of suits and in enforcing any rights of contribution or indemnity against any person or organization who may be liable to the insured because of liability with respect to which insurance is afforded by the underlying insurance.

6. **Subrogation and Other Recoveries.** 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 the occurrence to prejudice such rights.

   Since the insurance afforded by this policy is excess insurance, the insured's right of recovery against others cannot always be exclusively subrogated to the company. The company agrees, therefore, that it shall act in concert with all other interests concerned in the enforcement of any subrogation rights. The apportioning of any amounts so recovered shall follow the principle that any interest, including the insured, that shall have paid an amount over and above any payment under this policy shall first be reimbursed up to the amount so paid by such interest. The company shall then be reimbursed out of any balance remaining up to the amounts paid as the result of loss covered under this policy. Then, if any balance remains from the recovery, it shall be applied to reimburse the insured and any other insurers with respect to whom this insurance is excess, as their interests may appear. The expenses of such recovery proceedings shall be apportioned between the interests involved in proportion to their respective recoveries or, if there is no recovery, in proportion to the respective amounts sought to be recovered.

7. **Multiple Insureds.** If more than one entity is included as an insured under this policy, the insured first named in item 1. of the declarations is authorized to act for all others in all matters pertaining to this insurance, including the giving and receiving of notice of cancellation and any other notices. Return premium, if any, and such dividends as may be declared by the company shall be paid to the first named insured. The first named insured shall be responsible for the payment of all premiums, but the other insureds shall be jointly and severally liable to make such premium payments in full if the first named insured fails to pay the amount due within thirty days after the company makes written demand therefor.

8. **Premium.** Premium for this policy shall be as stated in the declarations.

9. **Examination and Audit.** The company shall be permitted to examine and audit the 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.

10. **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the insured's obligations 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.

11. **Other Insurance.** If there is any other valid and collectible insurance available to the insured with respect to any loss covered by this policy, other than the underlying insurance and any insurance purchased specifically to apply as excess of this policy, this policy shall apply an excess insurance over all such other insurance, provided that the limit of liability hereunder shall be changed as follows: the total amount of all such other insurance applicable to the loss shall be subtracted from the applicable limit of liability under this policy and the difference, if any, shall be the limit of the company's liability under this policy with respect to such loss.

    The term "applicable limit of liability under this policy" as used in this condition means the limit of liability under this policy that would apply but for this "Other Insurance" condition.

    If the insurance afforded by this policy applies as quota share or participating insurance, this condition does not apply to the other insurance participating with this insurance as quota share or participating insurance.

12. **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.

13. **Assignment.** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon.

14. **Cancellation.** This policy may be canceled by the insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the insured at the address shown in the declarations written notice stating when thereafter such cancellation shall be effective. Such effective date shall be not less than 30 days after the date of mailing unless otherwise stated in item 6 of the declarations. The mailing of notice as aforesaid shall be sufficient proof of notice. 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 insured or by the company shall be equivalent to mailing.

If the insured cancels, earned premiums 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.

15. **Wausau International Underwriters Authorized Agent of the Company.** Wausau International Underwriters is authorized to act as agent for the company in all matters pertaining to this insurance. Any notices, reports, documents, and other matters pertaining to this insurance shall be deemed sufficiently given or delivered to the company when mailed or delivered to Wausau International Underwriters at the following address:

Wausau International Underwriters
201 California Street, Suite 1390
San Francisco, California 94111

16. **Declarations.** By acceptance of this policy, the 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 this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

17. **Mutual Policy Conditions.** This policy is nonassessable. The policyholder is a member of the company and shall participate, to extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law in the distribution of dividends so fixed and determined.

IN WITNESS WHEREOF, EMPLOYERS INSURANCE OF WAUSAU A Mutual Company has caused this policy to be signed by its President and Secretary at Wausau, Wisconsin, and countersigned on the declarations page by a duly authorized representative of the company.

R. J. Wendorff
Secretary

John Schoenman
President

III. LIMITS OF LIABILITY

The company's liability under this policy is limited to the limits of liability shown in the declarations. Said limits of liability apply in accordance with the limits of liability provisions of the immediate underlying policy.

IV. POLICY PERIOD

This policy applies only to loss on account of injury or damage which occurs during the policy period of this policy; provided that, if any of the underlying insurance applies only to injury or damage for which claim is made against the insured during the policy period of such policy, the insurance afforded by this policy for any such injury or damage shall similarly apply only to claims made during the policy period of this policy.

V. DEFINITIONS

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

"claim costs" means

(a) interest on judgements entered in any suit seeking damages to which this insurance applies, costs taxed to the insured in any such suit, and premiums for appeal bonds and bonds to release attachments in any such suit, and

(b) expenses incurred by the insured for the investigation, adjustment and defense of any claim or suit seeking damages to which this insurance applies except (1) any such items of expense covered by the underlying insurance and (2) salaries and expenses of regular employees of the insured, general retainer fees for legal counsel, and office expenses;

"immediate underlying policy" means the policy of underlying insurance which provides the layer of coverage, whether primary or excess, immediately preceding the layer of coverage provided by this policy;

"insured" means the insured(s) named in item 1 of the declarations. The insurance 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;

"loss" means the amount paid by or on behalf of the insured as damages in settlement of any claim or in satisfaction of any judgement for which the insured is legally liable on account of injury or damage to which the insurance under the immediate underlying policy applies or would apply but for the exhaustion of any applicable aggregate limits of liability, after deducting all recoveries and salvages, all other insurances (whether recoverable or not) other than the underlying insurance, and any other excess insurance purchased specifically to be excess of this policy;

"underlying insurance" means the insurance afforded by the policies designated in item 4 of the declarations, and any renewals and replacements thereof, and also includes any additional insurance concerning which notice has been given to the company pursuant to the conditions of this policy titled "Changes in Underlying Insurance".

VI. CONDITIONS

1. **Maintenance of Underlying Insurance.** The underlying insurance shall be maintained by the insured in full effect during the currency of this policy except for the reduction of any aggregate limits of liability thereunder by reason of payments made on account of injury or damage occurring during the policy period of this policy. Failure of the insured to comply with this condition shall not invalidate this policy but, in the event of such failure, this insurance shall apply only to the same extent as if the insured had complied with this condition.

2. **Reduction of Aggregate Limits of Underlying Insurance.** In the event of the reduction or exhaustion of any aggregate limits of liability applicable to the underlying insurance due to payments made on account of injury or damage occurring during the policy period of this policy, the limits of liability of this policy shall apply as excess insurance over such reduced limits of underlying insurance.

3. **Changes in Underlying Insurance.** The insured shall immediately report to the company any changes in coverage in the underlying insurance, including changes in the limits of liability. The insured shall, upon request, furnish the company with exact copies of any such changes.

   Any changes in premium in the underlying insurance shall be promptly reported to the company and the premium for this insurance may thereupon be adjusted in accordance with the manuals of the company then in effect.

4. **Investigation, Settlement and Defense of Claims and Suits.** The insured shall use due diligence and prudence to settle all claims and suits which involve or are likely to involve this policy and which in the exercise of sound judgement should be settled, but the insured shall not make or agree to make any settlement for any sum in excess of the underlying insurance without the approval of the company.

   The company shall have the right, but not the duty, to participate with the insured and the underlying insurers in the investigation, adjustment and defense (including appeal) of any claim or suit which involves or is likely to involve the insurance afforded by this policy and the insured shall cooperate with the company and the underlying insurers in the investigation, adjustment and defense of such claim or suit.

   In the event that the insured and the underlying insurers elect not to appeal a judgment in excess of the insurance afforded by the underlying insurance, the company shall have the right to conduct such appeal. The company's limit of liability under this policy shall not be increased because of such appeal, but the company shall bear the costs and expenses of the appeal, including attorney's fees and expenses, bond premiums, court fees, costs and expenses taxed against the insured by the appellate court, and interest on the entire amount of any judgment against the insured which accrues after entry of the judgment by the appellate court 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.

5. **Insured's Duties in Event of Occurrence, Claim or Suit.**

   a. In the event of an occurrence, accident or other event which involves or is likely to involve the insurance afforded by this policy, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information regarding the time, place and circumstances thereof, and the names and addresses of available witnesses, shall be given by or for the insured to the company or any of its

Wausau Insurance Companies

EXCESS INSURANCE POLICY

PLEASE READ YOUR POLICY

THIS POLICY IS NONASSESSABLE

MUTUALS-MEMBERSHIP AND VOTING NOTICE: The policyholder is notified that by virtue of this policy, he is a member of the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, and is entitled to vote either in person or by proxy at any and all meetings of said company. The annual Meetings are held at its home office at Wausau, Wisconsin, on the fourth Friday of May, in each year, at 9:00 A.M.

Employers Insurance of Wausau A Mutual Company

HOME OFFICE: WAUSAU, WISCONSIN

(Hereinafter 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 insured as follows:

I. EXCESS LIABILITY INDEMNITY COVERAGE

The company shall indemnify the insured for loss sustained by the insured in excess of the underlying insurance in accordance with the insurance agreements, exclusions and other terms and conditions of the immediate underlying policy. All of the provisions of the immediate underlying policy are incorporated as a part of this policy except such provisions or parts thereof as are inconsistent with this policy.

II. CLAIM COSTS COVERAGE

In the event that the amount of loss sustained by the insured on account of any claim or suit is in excess of the insurance afforded by the underlying insurance for such loss, the company shall pay, in addition to the limits of liability applicable to such loss, a pro rata share of the claim costs sustained or incurred by the insured on account of such claim or suit, in the proportion that the amount of loss covered by this insurance bears to the total loss.

Wausau Insurance Companies

ENDORSEMENT 3

This endorsement, effective 10/1/81 forms a part of policy number 5733-00-300414

issued to WASTE MANAGEMENT, INC. ETAL

by EMPLOYERS INSURANCE OF WAUSAU A Mutual Company.

IT IS HEREBY AGREED THAT ITEM 1, NAMED INSURED SHALL READ AS FOLLOWS:

WASTE MANAGEMENT, INC. AND ANY OTHER LEGAL ENTITY SPECIFICALLY IDENTIFIED AS A NAMED INSURED IN AN ENDORSEMENT ATTACHED TO THIS POLICY AND ALSO ANY SUBSIDIARY COMPANY OR CORPORATION OF SUCH LEGAL ENTITY (INCLUDING SUBSIDIARIES THEREOF) AND ANY OTHER COMPANY OR CORPORATION UNDER THE FINANCIAL CONTROL AND ACTIVE MANAGEMENT OF SUCH LEGAL ENTITY, AS NOW OR HEREINAFTER CONSTITUTED, INCLUDING WASTE MANAGEMENT, INC.'S INTEREST IN ANY JOINT VENTURE.

All other terms and conditions of this policy remain unchanged.

Countersigned by W H Fisher
Authorized Representative

80-71 12-80
12/7/81-ch

Wausau Insurance Companies

ENDORSEMENT 4

This endorsement, effective 10/1/81 forms a part of policy number 5733-00-300414

issued to WASTE MANAGEMENT, INC. ETAL

by EMPLOYERS INSURANCE OF WAUSAU A Mutual Company.

IT IS AGREED THAT THE FOLLOWING WORDING SHALL APPLY TO COVERAGE FOR POLLUTION LIABILITY.

"IT IS AGREED THAT THIS POLICY DOES NOT APPLY 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 WATERCOURSE OR BODY OF WATER: BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL."

"FOR LANDFILL SITES WHICH HAVE BEEN DESIGNED, CONSTRUCTED, AND OPERATED BY WASTE MANAGEMENT, INC., OR ONE OF ITS COMPANIES FROM THEIR INCEPTION, AND FOR THOSE ACQUIRED SITES WHICH HAVE UNDERGONE TESTS, AND NECESSARY ALTERATIONS, FOR ECOLOGIAL SAFETY, ANY DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF POLLUTANTS OR CONTAMINANTS SHALL BE DEEMED TO HAVE BEEN NEITHER EXPECTED NOT INTENDED FROM THE STANDPOINT OF THE INSURED, THUS BEING A COVERED EVENT UNDER THE DEFINITION OF "OCCURRENCE" INCLUDED WITHIN THE POLICY."

All other terms and conditions of this policy remain unchanged.

Countersigned by W H Fisher
Authorized Representative

80-71 12-80

Wausau Insurance Companies

ENDORSEMENT 5

This endorsement, effective 10/1/81 forms a part of policy number 5733-00-300414

issued to WASTE MANAGEMENT, INC. ETAL

by EMPLOYERS INSURANCE OF WAUSAU A Mutual Company.

CANCELLATION CLAUSE ENDORSEMENT

IT IS AGREED THAT THE NUMBER OF DAYS STATED IN ITEM 6 OF THE DECLARATIONS IS AMENDED TO READ:

90 DAYS, EXCEPT ONLY 10 DAYS NOTICE OF CANCELLATION IS REQUIRED FOR THE NONPAYMENT OF PREMIUM.

All other terms and conditions of this policy remain unchanged.

Countersigned by W.H. Fisher
Authorized Representative

80-71 12-80

Wausau Insurance Companies

ENDORSEMENT 6

This endorsement, effective 10/1/81 forms a part of policy number 5733-00-300414

issued to WASTE MANAGEMENT, INC. ETAL

by EMPLOYERS INSURANCE OF WAUSAU A Mutual Company.

ENVIRONMENTAL IMPAIRMENT

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO INJURY ARISING OUT OF AN OCCURRENCE WHICH IS COVERED BY ANY ENVIRONMENTAL IMPAIRMENT POLICY SCHEDULED AS UNDERLYING INSURANCE ON THE FOLLOWING POLICY:

FIRST STATE UNDERWRITERS AGENCY OF NEW ENGLAND
REINSURANCE POLICY NO. 685379

All other terms and conditions of this policy remain unchanged.

Countersigned by W.A. Fisher
Authorized Representative

80-71 12-80

Wausau Insurance Companies

EXCESS INSURANCE POLICY DECLARATIONS

Policy Number 5735-00-300728 Previous Policy Number NEW

1. Insured:

WASTE MANAGEMENT, INC. ETAL
(AS SPECIFIED IN UNDERLYING INSURANCE)
3003 BUTTERFIELD ROAD
OAK BROOK, ILLINOIS 60521

Producer:

INSURANCE BROKERS SERVICE, INC.
230 WEST MONROE STREET
CHICAGO, ILLINOIS 60606

2. Policy Period: 1/1/84 to 1/1/85 12:01 A.M., standard time at the address of the named insured as stated herein.

3. Premium:

$6,000.

4. Underlying Insurance:

$62,000,000. EACH OCCURRENCE AND AGGREGATE (WHERE APPLICABLE) UMBRELLA LIABILITY INSURANCE PROVIDED BY NEW ENGLAND REINSURANCE COMPANY, AND VARIOUS OTHER INSURERS ON FILE WITH THE COMPANY, WHICH IS IN EXCESS OF SCHEDULED PRIMARY POLICIES AND/OR SELF-INSURED RETENTIONS.

5. Limits of Liability:

$6,000,000. PART OF $88,000,000. EACH OCCURRENCE AND AGGREGATE (WHERE APPLICABLE) IN EXCESS OF THE UNDERLYING INSURANCE STATED IN ITEM 4.

6. Cancelation by Company. Except as respects cancelation for nonpayment of premium, the length of notice required for cancelation of this policy by the Company is 30 days.

ENDORSEMENT(S) ATTACHED AT POLICY ISSUANCE: ENDORSEMENTS 1,2

Attached to Form 80-39-1.1

Issued by: EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

Countersigned by: P. J. Cutters
Authorized Company Representative

3-3862

12-81 80-39.1 PRTD. USA

1/26/84-ch

Wausau Insurance Companies

ENDORSEMENT 1

This endorsement, effective 1/1/84 forms a part of policy number 5735-00-300728

issued to WASTE MANAGEMENT, INC. ETAL

by EMPLOYERS INSURANCE OF WAUSAU A Mutual Company.

ILLINOIS AMENDATORY ENDORSEMENT

IT IS AGREED THAT THE FIRST PARAGRAPH OF CONDITION 14, TITLED "CANCELLATION", IS CHANGED TO READ AS FOLLOWS:

THIS POLICY MAY BE CANCELLED BY THE INSURED 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 INSURED AT THE LAST MAILING ADDRESS KNOWN TO THE COMPANY, WRITTEN NOTICE STATING WHEN THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE. THE TIME FROM THE MAILING OF SUCH NOTICE TO THE EFFECTIVE DATE THEREOF SHALL BE NOT LESS THAN THIRTY DAYS OR THE NUMBER OF DAYS SHOWN IN ITEM 6 OF THE DECLARATIONS, WHICHEVER IS GREATER. THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE. THE EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD.

All other terms and conditions of this policy remain unchanged.

Countersigned by P. G. Watson
Authorized Representative

80-71 12-80
1/26/84-ch

Wausau Insurance Companies

ENDORSEMENT 2

This endorsement, effective 1/1/84 forms a part of policy number 5735-00-300728

issued to WASTE MANAGEMENT, INC. ETAL

by EMPLOYERS INSURANCE OF WAUSAU A Mutual Company.

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO INJURY ARISING OUT OF A CLAIM WHICH IS COVERED BY ANY ENVIRONMENTAL IMPAIRMENT LIABILITY POLICY SCHEDULED AS UNDERLYING INSURANCE ON THE NEW ENGLAND REINSURANCE CORPORATION PRIMARY UMBRELLA POLICY NUMBER 688321.

All other terms and conditions of this policy remain unchanged.

Countersigned by P. J. Wilson
Authorized Representative

80-71 12-80

Wausau Insurance Companies

ENDORSEMENT 3

This endorsement, effective 10/24/84 forms a part of policy number 5735-00-300728

issued to WASTE MANAGEMENT, INC. ETAL

by EMPLOYERS INSURANCE OF WAUSAU A MUTUAL COMPANY

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF $300., IT IS AGREED THAT ITEM 1 OF THE DECLARATIONS IS AMENDED TO INCLUDE SCA SERVICES, INC.

All other terms and conditions of this policy remain unchanged.

Countersigned by P. L. Curtis
Authorized Representative

80-71 9-84
6/25/85

Wausau International Underwriters

Notice of any occurrence, accident or other event which involves or is likely to involve this insurance shall be given to:

Wausau International Underwriters
201 California Street
San Francisco, California 94111

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

80-40 1-80 PRTD. USA

Wausau Insurance Companies

EXCESS INSURANCE POLICY

PLEASE READ YOUR POLICY

THIS POLICY IS NONASSESSABLE

MUTUALS-MEMBERSHIP AND VOTING NOTICE: The policyholder is notified that by virtue of this policy, he is a member of the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, and is entitled to vote either in person or by proxy at any and all meetings of said company. The annual Meetings are held at its home office at Wausau, Wisconsin, on the fourth Friday of May, in each year, at 9:00 A.M.

Employers Insurance of Wausau A Mutual Company

HOME OFFICE: WAUSAU, WISCONSIN

(Hereinafter 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 insured as follows:

I. EXCESS LIABILITY INDEMNITY COVERAGE

The company shall indemnify the insured for loss sustained by the insured in excess of the underlying insurance in accordance with the insurance agreements, exclusions and other terms and conditions of the immediate underlying policy. All of the provisions of the immediate underlying policy are incorporated as a part of this policy except such provisions or parts thereof as are inconsistent with this policy.

II. *CLAIM COSTS COVERAGE*

In the event that the amount of loss sustained by the insured on account of any claim or suit is in excess of the insurance afforded by the underlying insurance for such loss, the company shall pay, in addition to the limits of liability applicable to such loss, a pro rata share of the claim costs sustained or incurred by the insured on account of such claim or suit, in the proportion that the amount of loss covered by this insurance bears to the total loss.

If, however, with respect to any claim or suit, the immediate underlying policy provides that claim costs paid under that policy are included in that policy's limits of liability, it is agreed that any claim costs paid under this policy on account of such claim or suit *shall be included in this policy's limits of liability and not in addition* thereto.

III. LIMITS OF LIABILITY

The company's liability under this policy is limited to the limits of liability shown in the declarations. Said limits of liability apply in accordance with the limits of liability provisions of the immediate underlying policy.

IV. POLICY PERIOD

This policy applies only to loss on account of injury or damage which occurs during the policy period of this policy; provided that, if any of the underlying insurance applies only to injury or damage for which claim is made against the insured during the policy period of such policy, the insurance afforded by this policy for any such injury or damage shall similarly apply only to claims made during the policy period of this policy.

V. DEFINITIONS

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

"claim costs" means

(a) interest on judgements entered in any suit seeking damages to which this insurance applies, costs taxed to the insured in any such suit, and premiums for appeal bonds and bonds to release attachments in any such suit, and

(b) expenses incurred by the insured for the investigation, adjustment and defense of any claim or suit seeking damages to which this insurance applies except (1) any such items of expense covered by the underlying insurance and (2) salaries and expenses of regular employees of the insured, general retainer fees for legal counsel, and office expenses;

"immediate underlying policy" means the policy of underlying insurance which provides the layer of coverage, whether primary or excess, immediately preceding the layer of coverage provided by this policy;

"insured" means the insured(s) named in item 1 of the declarations. The insurance 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;

"loss" means the amount paid by or on behalf of the insured as damages in settlement of any claim or in satisfaction of any judgement for which the insured is legally liable on account of injury or damage to which the insurance under the immediate underlying policy applies or would apply but for the exhaustion of any applicable aggregate limits of liability, after deducting all recoveries and salvages, all other insurances (whether recoverable or not) other than the underlying insurance, and any other excess insurance purchased specifically to be excess of this policy;

"underlying insurance" means the insurance afforded by the policies designated in item 4 of the declarations, and any renewals and replacements thereof, and also includes any additional insurance concerning which notice has been given to the company pursuant to the conditions of this policy titled "Changes in Underlying Insurance".

VI. CONDITIONS

1. **Maintenance of Underlying Insurance.** The underlying insurance shall be maintained by the insured in full effect during the currency of this policy except for the reduction of any aggregate limits of liability thereunder by reason of payments made on account of injury or damage occurring during the policy period of this policy. Failure of the insured to comply with this condition shall not invalidate this policy but, in the event of such failure, this insurance shall apply only to the same extent as if the insured had complied with this condition.

2. **Reduction of Aggregate Limits of Underlying Insurance.** In the event of the reduction or exhaustion of any aggregate limits of liability applicable to the underlying insurance due to payments made on account of injury or damage occurring during the policy period of this policy, the limits of liability of this policy shall apply as excess insurance over such reduced limits of underlying insurance.

3. **Changes in Underlying Insurance.** The insured shall immediately report to the company any changes in coverage in the underlying insurance, including changes in the limits of liability. The insured shall, upon request, furnish the company with exact copies of any such changes.

   Any changes in premium in the underlying insurance shall be promptly reported to the company and the premium for this insurance may thereupon be adjusted in accordance with the manuals of the company then in effect.

4. **Investigation, Settlement and Defense of Claims and Suits.** The insured shall use due diligence and prudence to settle all claims and suits which involve or are likely to involve this policy and which in the exercise of sound judgement should be settled, but the insured shall not make or agree to make any settlement for any sum in excess of the underlying insurance without the approval of the company.

   The company shall have the right, but not the duty, to participate with the insured and the underlying insurers in the investigation, adjustment and defense (including appeal) of any claim or suit which involves or is likely to involve the insurance afforded by this policy and the insured shall cooperate with the company and the underlying insurers in the investigation, adjustment and defense of such claim or suit.

   In the event that the insured and the underlying insurers elect not to appeal a judgment in excess of the insurance afforded by the underlying insurance, the company shall have the right to conduct such appeal. The company's limit of liability under this policy shall not be increased because of such appeal, but the company shall bear the costs and expenses of the appeal, including attorney's fees and expenses, bond premiums, court fees, costs and expenses taxed against the insured by the appellate court, and interest on the entire amount of any judgment against the insured which accrues after entry of the judgment by the appellate court 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.

5. **Insured's Duties in Event of Occurrence, Claim or Suit.**
   a. In the event of an occurrence, accident or other event which involves or is likely to involve the insurance afforded by this policy, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information regarding the time, place and circumstances thereof, and the names and addresses of available witnesses, shall be given by or for the insured to the company or any of its

authorized agents as soon as practicable. Failure to notify the company of any such event which at the time of its happening did not appear to involve this policy, but which later appears likely to result in a claim hereunder, shall not prejudice such claim provided notice is then promptly given.

b. If any claim is made or suit is brought against the insured which involves or is likely to involve this policy, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or by his representative.

c. The insured shall cooperate with the underlying insurers and comply with all of the terms and conditions of the underlying insurance policies. The insured shall upon request by the underlying insurers assist in making settlements, in the conduct of suits and in enforcing any rights of contribution or indemnity against any person or organization who may be liable to the insured because of liability with respect to which insurance is afforded by the underlying insurance.

6. **Subrogation and Other Recoveries.** 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 the occurrence to prejudice such rights.

   Since the insurance afforded by this policy is excess insurance, the insured's right of recovery against others cannot always be exclusively subrogated to the company. The company agrees, therefore, that it shall act in concert with all other interests concerned in the enforcement of any subrogation rights. The apportioning of any amounts so recovered shall follow the principle that any interest, including the insured, that shall have paid an amount over and above any payment under this policy shall first be reimbursed up to the amount so paid by such interest. The company shall then be reimbursed out of any balance remaining up to the amounts paid as the result of loss covered under this policy. Then, if any balance remains from the recovery, it shall be applied to reimburse the insured and any other insurers with respect to whom this insurance is excess, as their interests may appear. The expenses of such recovery proceedings shall be apportioned between the interests involved in proportion to their respective recoveries or, if there is no recovery, in proportion to the respective amounts sought to be recovered.

7. **Multiple Insureds.** If more than one entity is included as an insured under this policy, the insured first named in item 1. of the declarations is authorized to act for all others in all matters pertaining to this insurance, including the giving and receiving of notice of cancellation and any other notices. Return premium, if any, and such dividends as may be declared by the company shall be paid to the first named insured. The first named insured shall be responsible for the payment of all premiums, but the other insureds shall be jointly and severally liable to make such premium payments in full if the first named insured fails to pay the amount due within thirty days after the company makes written demand therefor.

8. **Premium.** Premium for this policy shall be as stated in the declarations.

9. **Examination and Audit.** The company shall be permitted to examine and audit the 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.

10. **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the insured's obligations 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.

11. **Other Insurance.** If there is any other valid and collectible insurance available to the insured with respect to any loss covered by this policy, other than the underlying insurance and any insurance purchased specifically to apply as excess of this policy, this policy shall apply as excess insurance over all such *other insurance, provided that the limit of liability hereunder* shall be changed as follows: the total amount of all such other insurance applicable to the loss shall be subtracted from the applicable limit of liability under this policy and the difference, if any, shall be the limit of the company's liability under this policy with respect to such loss.

    The term "applicable limit of liability under this policy" as used in this condition means the limit of liability under this policy that would apply but for this "Other Insurance" condition.

    If the insurance afforded by this policy applies as quota share or participating insurance, this condition does not apply to the other insurance participating with this insurance as quota share or participating insurance.

12. **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.

13. **Assignment.** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon.

14. **Cancelation.** This policy may be canceled by the insured by mailing to the company written notice stating when thereafter the cancelation shall be effective. This policy may be canceled by the company by mailing to the insured at the address shown *in the declarations written notice stating when thereafter such* cancelation shall be effective. Except as respects cancelation for nonpayment of premium, such effective date shall be not less than 30 days after the date of mailing unless otherwise stated in item 6 of the declarations. As respects cancelation for nonpayment of premium, such effective date shall be not less than 10 days after the date of mailing. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date

and hour of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the insured or by the company shall be equivalent to mailing.

If the 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 cancelation is effected or as soon as practicable after cancelation becomes effective, but payment or tender of unearned premium is not a condition of cancelation.

15. **Wausau International Underwriters Authorized Agent of the Company.** Wausau International Underwriters is authorized to act as agent for the company in all matters pertaining to this insurance. Any notices, reports, documents, and other matters pertaining to this insurance shall be deemed sufficiently given or delivered to the company when mailed or delivered to Wausau International Underwriters at the following address:

    Wausau International Underwriters
    101 California Street, Suite 4000
    San Francisco, California 94111

16. **Declarations.** By acceptance of this policy, the 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 this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

17. **Mutual Policy Conditions.** This policy is nonassessable. The policyholder is a member of the company and shall participate, to extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law in the distribution of dividends so fixed and determined.

IN WITNESS WHEREOF, EMPLOYERS INSURANCE OF WAUSAU A Mutual Company has caused this policy to be signed by its President and Secretary at Wausau, Wisconsin, and countersigned on the declarations page by a duly authorized representative of the company.

R. J. Wendorff
Secretary

Gerald D Viste
President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

It is agreed that the policy does not apply

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
   (a) 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
   (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be entitled to indemnity from the United States of America, or any agency therof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
   (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom,
   (b) 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
   (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use or any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
4. As used in this endorsement "hazardous properties" includes 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, 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.

   With respect to injury to or destruction of property the word "injury" or "destruction" includes all forms of radioactive contamination of property.

This endorsement forms a part of the policy, issued by the Company designated therein, to which it is attached and takes effect as of the effective date of said policy.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

Former Policy No. 966VA0065

St. Paul
Surplus Lines
Insurance Company
St. Paul, Minnesota 55102
A Capital Stock Company
Herein called the company

Excess Third Party Liability Policy

DECLARATIONS

Item 1. Waste Management, Inc., et al.
(Per Endorsement #1)
3003 Butterfield Road
Oak Brook, IL 60521

Item 2. POLICY PERIOD: *

From	To	*12:01 A.M. Standard Time at the address of the Insured as stated herein.	AUDIT PERIOD: (If Applicable) Annual unless otherwise stated.
1-1-84	1-1-85		

Item 3. PREMIUM COMPUTATION:

Premium Basis	Estimated Exposure	Rate	Minimum Premium	Total Advance Premium
FLAT			$ 25,000.	$ 25,000.

Item 4. UNDERLYING INSURANCE:

Insurer's Name	Policy No's. (Including Renewals or Replacements)	Description of Coverage
New England Reinsurance Corporation and various carriers on file with the company	688321	Excess Liability

Item 5. LIMITS OF LIABILITY: The limit of the Company's liability shall be as stated herein, subject to all terms of this Policy having reference thereto.

SECTION I COMPANY LIMITS		in excess of SECTION II UNDERLYING LIMITS		COVERAGE
$ $	Each person Each occurrence	$ $	Each person Each occurrence	AUTOMOBILE Bodily Injury
$	Each occurrence	$	Each occurrence	Property Damage
$	Each occurrence	$	Each occurrence	Combined Single Limit
$	Each occurrence and Aggregate	$ $	Each occurrence Aggregate	LIABILITY OTHER THAN AUTO Bodily Injury
$	Each occurrence and Aggregate	$ $	Each occurrence Aggregate	Property Damage
$	Each occurrence and Aggregate	$	Each occurrence and Aggregate	Combined Single Limit
$	Each claim and Aggregate	$ $	Each claim Aggregate	PROFESSIONAL LIABILITY
$ 5,000,000. Part Of 35,000,000.	Each occurrence and Aggregate	$ 15,000,000. $ 15,000,000.	Each occurrence Aggregate	COMPREHENSIVE CATASTROPHE OR UMBRELLA LIABILITY

1-23-84 - KAS	St. Paul, MN	Marcella K. Beatty
COUNTERSIGNATURE DATE	COUNTERSIGNED AT	AUTHORIZED REPRESENTATIVE

ECO 55 15554-1

St. Paul Surplus Lines Insurance Company

ENDORSEMENT

NO. 1 TO POLICY NO. LC05515554

EFFECTIVE DATE 1-1-84

NAMED INSURED Waste Management, Inc., et al.

☐ ADDITIONAL

☐ RETURN

PREMIUM $ Nil

It is hereby understood and agreed that the words "Named Insured" wherever used in this policy, shall mean Waste Management, Inc. and any other legal entity specifically identified as a named insured in an endorsement attached to this policy and also any subsidiary company or corporation of such legal entity (including subsidiaries thereof) and any other company or corporation under the financial control and active management of such legal entity, as now or hereinafter constituted, including Waste Management, Inc.'s interest in any Joint Venture.

All other terms and conditions remain unchanged.

By Marcella K. Beatty
Authorized Representative

26660 Ed. 3-78 Printed in U.S.A.

St. Paul Surplus Lines
Insurance Company

ENDORSEMENT

NO. 2 TO POLICY NO. LC05515554

EFFECTIVE DATE 1-1-84

NAMED INSURED Waste Management, Inc., et al.

☐ ADDITIONAL

☐ RETURN

PREMIUM $ Nil

It is hereby understood and agreed that Condition six of the policy jacket is amended in part as follows:

Reference to "ten days" shall read "ninety days".

All other terms and conditions remain unchanged.

By Marcella K. Beatty
Authorized Representative

26660 Ed. 3-78 Printed in U.S.A.

St. Paul Surplus Lines
Insurance Company

ENDORSEMENT

NO. 3 TO POLICY NO. LC05515554

EFFECTIVE DATE 1-1-84

NAMED INSURED Waste Management, Inc., et al.

☐ ADDITIONAL

☐ RETURN

PREMIUM $ Nil

It is hereby understood and agreed that in the event that the insured suffers a loss which is covered under the schedule of underlying insurance as set forth in the schedule attached to this policy, except for the terms and conditions of this policy which are not consistent with the underlying policy terms and conditions, then this policy shall be amended to follow and be subject to the terms and conditions of such underlying insurance with respect to such loss.

All other terms and conditions remain unchanged.

By Marcella K. Beaty
Authorized Representative

26660 Ed. 3-76 Printed in U.S.A.

St. Paul
Surplus Lines
Insurance Company

Excess Third Party Liability Policy

The St. Paul
Property & Liability Insurance

In consideration of the payment of the Premium, in reliance upon the statements mad the Company by application and subject to the terms set forth herein, the Comp designated on the Declarations page, herein c .d the Company, A Capital Stock Company, AGREES with the Insured:

INSURING AGREEMENTS

I. COVERAGE

To indemnify the Insured, in accordance with the applicable provisions of the "immediate underlying policy" for the amount of "loss" which is in excess of the applicable Limits of the "underlying insurance" described in Item 4 of the Declarations.

The provisions of the "immediate underlying policy" are incorporated as part of this Policy except for any obligation to investigate and defend and pay for costs and expenses incident to the same, the amount of the limits of liability, any "other insurance" provision and any other provisions therein which are inconsistent with the provisions of this Policy.

This Policy shall apply only to coverages for which an amount is indicated in Section I of Item 5 of the Declarations and then only in excess of the corresponding amount shown in Section II of Item 5 of the Declarations.

II. POLICY PERIOD

This Policy applies only to "loss" arising out of injury, damage or destruction which occurs during the policy period stated in the Declarations.

III. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this Policy, or (2) persons or organizations to whom the Insured may be liable for loss, the Company's liability shall not exceed the amounts stated in Section I of Item 5 of the Declarations.

A. With respect to coverages for which an aggregate limit is shown in Section I of Item 5 of the Declarations, aggregate means the total limit of the Company's liability during any one aggregate period either (1) with respect to any cause of loss for which the "underlying insurance" has an aggregate limit, or (2) with respect to the "products hazard" or the "completed operations hazard" (as defined herein) if the "underlying insurance" does not contain an aggregate limit with respect to these hazards.

B. Reduction Of The Aggregate

This provision applies only if this Policy contains an aggregate limit of liability which applies to the occurrence.

If the limit of liability of the "underlying insurance" is less than as stated in Section II of Item 5 of the Declarations because the aggregate limits of liability of the "underlying insurance" have been reduced, this Policy becomes excess of such reduced limit of liability if such reduction is solely the result of injury or destruction occurring after the inception date of this Policy and not before. Nothing contained herein shall operate to increase the limit of the Company's liability.

C. Application Of The Aggregate To Periods Of Time

The aggregate limits of liability of this Policy apply separately to each aggregate period. The first aggregate period of this Policy begins on the effective date of this Policy and ends on the next termination date of the aggregate period of the "immediate underlying policy." Any succeeding aggregate period of this Policy is concurrent with the aggregate period of the "immediate underlying policy" unless it is the final aggregate period. The final aggregate period of this Policy begins on the termination date of the aggregate period of the "immediate underlying policy" immediately preceding the expiration date of this Policy and ends on the expiration date of this Policy.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this Policy or of any endorsement used herewith does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
   (a) 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
   (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) 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.
2. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
   (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
   (b) 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
   (c) the injury, sickness, disease, death or destruction 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 (c) applies only to injury to or destruction of property at such nuclear facility.
4. As used in this Policy:

   "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 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;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

DEFINITIONS

1. **Immediate Underlying Policy**

"Immediate underlying policy" means the policy of the "underlying insurance" which provides the layer of coverage, whether primary or excess, immediately preceding the layer of coverage provided by this Policy.

2. **Loss**

"Loss" means the sums paid as damages in settlement of a claim or in satisfaction of a judgment for which the Insured is legally liable, after making deductions for all recoveries, salvages and other insurances (whether recoverable or not) other than the "underlying insurance" and excess insurance purchased specifically to be in excess of this Policy. "Loss" does not include investigation, adjustment, defense or appeal costs and expenses incident to any of the same, notwithstanding that the "underlying insurance" may provide insurance for such costs and expenses.

3. **Underlying Insurance**

"Underlying insurance" means the insurance policies described in Item 4 of the Declarations and includes any renewal or replacement of such policies.

4. **Completed Operations Hazard**

The term "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 Insured. Operations include materials, parts or equipment furnished in connection therewith.

Operations shall be deemed completed at the earliest of the following times:

(a) when all operations to be performed by or on behalf of the Insured under the contract have been completed,

(b) when all operations to be performed by or on behalf of the Insured at the site of the operations have been completed, or

(c) 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

(1) 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,

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

5. **Products Hazard**

The term "products hazard" includes bodily injury and property damage arising out of the 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 Insured and after physical possession of such products has been relinquished to others.

CONDITIONS

1. **Underlying Insurance — Changes During this Policy Period**

Any change in coverage or premium in the "underlying insurance" shall be promptly reported to the Company and the Insured shall upon request, furnish the Company with copies of such changes.

Any change in the premium for the "underlying insurance" shall be promptly reported to the Company and the premium for this Policy, subject to the minimum premium, may be adjusted accordingly.

2. **Notice of Loss; Participation in L...ense by the Company**

Notice of an occurrence which appears likely to involve this Policy shall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as practicable. The Company at its own option may, but is not required to, participate in the investigation, settlement or defense of any claim or suit against the Insured.

In the event expense in connection with any claim or suit is incurred jointly by mutual consent of the Company and of the Insured or the Underlying Insurer, the Company, in addition to its limits of liability as expressed in Item 5 of the Declarations shall be liable for no greater proportion of such expense and/or costs than the amount payable by the Company under this Policy bears to the total loss payment.

3. **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.

Any person or organization or the legal representative thereof who has secured a judgment against the Insured shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. Nothing contained in this Policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability. Any payments by the Company under this Condition 3 shall discharge the Company's obligation to the Insured to the extent of such payments.

Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

4. **Subrogation and Other Recoveries**

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery therefore 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 the occurrence to prejudice such rights.

Because this Policy affords excess coverage, the Insured's right of recovery cannot always be exclusively subrogated to the Company. It is, therefore, agreed that the Company shall act in concert with all other interests concerned, including the Insured, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow in the principle that any interest, including the Insured, that shall have paid an amount over and above any payment under this Policy shall first be reimbursed up to the amount paid by such interest; the Company shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of loss covered under this Policy; and lastly, the interests, including the Insured, of whom this coverage is in excess are entitled to claim any residue remaining. Expenses and costs necessary to the recovery of any such amounts shall be apportioned between the interests concerned, including the Insured, in the ratio of their respective recoveries or in the event of a totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered..

5. **Other Insurance**

This Condition does not apply with respect to the "underlying insurance" or excess insurance purchased specifically to be in excess of this Policy.

If, with respect to a loss covered hereunder, the Insured has other insurance, whether on a primary, excess or contingent basis, there shall be no insurance afforded hereunder as respects such loss; provided, that if the applicable limit of liability of this Policy is greater than the applicable limit of liability provided by the other insurance, this Policy shall afford excess insurance over and above such other insurance in an amount sufficient to give the Insured, as respects the layer of coverage afforded by this Policy, a total limit of liability equal to the applicable limit of liability afforded by this Policy.

6. **Cancellation**

This Policy may be cancelled by the Named Insured 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 the Declarations 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 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 or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium or minimum premium, whichever is greater, 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.

7. **Maintenance of Underlying Insurances**

It is a condition of this Policy that the policy or policies referred to in Item 4 of the Declarations, including renewal or replacements thereof, shall be maintained, without alteration of terms or conditions, in full effect during the currency of this Policy except for any reduction or exhaustion of the aggregate limit contained therein solely by reason of losses that arise out of occurrences which take place during the period of this Policy. Failure of the Insured to comply with the foregoing shall not invalidate this Policy but in the event of such failure the Company shall be liable hereunder only to the extent that it would have been liable had the Insured complied therewith.

IN WITNESS WHEREOF, The Company designated on the Declarations page has caused this Policy to be signed by its President and Secretary and countersigned on the Declarations page by a duly authorized representative of the Company.

Secretary. *President.*

20018 Ed. 3-81 Printed in U.S.A.

57E

St. Paul
Surplus Lines
Insurance Company

1-1-83/84
966 VA 0065

Excess Third Party Liability Policy

The St. Paul
Property & Liability Insurance

Former Policy No. New

St. Paul Surplus Lines Insurance Company
St. Paul, Minnesota 55102
A Capital Stock Company
Herein called the company
The St Paul Surplus Lines Insurance

Excess Third Party Liability Policy

DECLARATIONS

Item 1. Waste Management, Inc. (See endt. #1)
3003 Butterfield Road
Oak Brook, Illinois 60521

Item 2. POLICY PERIOD: *

From	To	*12:01 A.M. Standard Time at the address of the Insured as stated herein.	AUDIT PERIOD: (If Applicable) Annual unless otherwise stated.
1-1-83	1-1-84		

Item 3. PREMIUM COMPUTATION:

Premium Basis	Estimated Exposure	Rate	Minimum Premium	Total Advance Premium
Flat			$	$ 7,500.

Item 4. UNDERLYING INSURANCE:

Insurer's Name	Policy No's. (Including Renewals or Replacements)	Description of Coverage
New England Reinsurance Corporation	685396	Excess Liability

Item 5. LIMITS OF LIABILITY: The limit of the Company's liability shall be as stated herein, subject to all terms of this Policy having reference thereto.

SECTION I COMPANY LIMITS		in excess of SECTION II UNDERLYING LIMITS		COVERAGE
$ $	Each person Each occurrence	$ $	Each person Each occurrence	AUTOMOBILE Bodily Injury
$	Each occurrence	$	Each occurrence	Property Damage
$	Each occurrence	$	Each occurrence	Combined Single Limit
$	Each occurrence and Aggregate	$ $	Each occurrence Aggregate	LIABILITY OTHER THAN AUTO Bodily Injury
$	Each occurrence and Aggregate	$ $	Each occurrence Aggregate	Property Damage
$	Each occurrence and Aggregate	$	Each occurrence and Aggregate	Combined Single Limit
$	Each claim and Aggregate	$ $	Each claim Aggregate	PROFESSIONAL LIABILITY
$ 5,000,000 p/o 50,000,000	Each occurrence and Aggregate	$ 50,000,000 $ 50,000,000	Each occurrence Aggregate	COMPREHENSIVE CATASTROPHE OR UMBRELLA LIABILITY

1-4-83 jc	St. Paul MN	
COUNTERSIGNATURE DATE	COUNTERSIGNED AT	AUTHORIZED REPRESENTATIVE

St. Paul Surplus Lines Insurance Company

ENDORSEMENT

NO. 1 TO POLICY NO. 966VA0065

EFFECTIVE DATE 1-1-83

NAMED INSURED Waste Management, Inc.

☐ ADDITIONAL

☐ RETURN

PREMIUM $ Nil

It is hereby understood and agreed that the words "Named Insured" wherever used in this policy, shall mean Waste Management, Inc. and any other legal entity specifically identified as a named insured in an endorsement attached to this policy and also any subsidiary company or corporation of such legal entity (including subsidiaries thereof) and any other company or corporation under the financial control and active management of such legal entity, as now or hereinafter constituted, including Waste Management, Inc.'s interest in any Joint Venture.

All other terms and conditions remain unchanged.

By _____
Authorized Representative

26660 Ed. 3-78 Printed in U.S.A.

St. Paul Surplus Lines Insurance Company

ENDORSEMENT

NO. 3 TO POLICY NO. 966VA0065

EFFECTIVE DATE 1-1-83

NAMED INSURED Waste Management, Inc.

☐ ADDITIONAL

☐ RETURN

PREMIUM $ Nil

It is hereby understood and agreed that in the event that the insured suffers a loss which is covered under the schedule of underlying insurance as set forth in the schedule attached to this policy, except for the terms and conditions of this policy which are not consistent with the underlying policy terms and conditions, then this policy shall be amended to follow and be subject to the terms and conditions of such underlying insurance with respect to such loss.

All other terms and conditions remain unchanged.

By _____ Authorized Representative

4-11-83 gd St. Paul, MN

26660 Ed. 3-78 Printed in U.S.A.

[redacted]

St Paul Surplus Lines
Insurance Company

ENDORSEMENT

NO. 2 TO POLICY NO. 966VA0065

EFFECTIVE DATE 1-1-83

NAMED INSURED Waste Management, Inc.

☐ ADDITIONAL

☐ RETURN

PREMIUM $ Nil

It is hereby understood and agreed that Condition six of the policy jacket is amended in part as follows:

Reference to "ten days" shall read "ninety days".

All other terms and conditions remain unchanged.

By _____
Authorized Representative

26660 Ed. 3-78 Printed in U.S.A.

In consideration of the payment of the Pr ium, in reliance upon the statements made to Company by application and subject to the terms set forth herein, the Company gnated on the Declarations page, herein calle. e Company, A Capital Stock Company, AGREES with the Insured:

INSURING AGREEMENTS

I. COVERAGE

To indemnify the Insured, in accordance with the applicable provisions of the "immediate underlying policy" for the amount of "loss" which is in excess of the applicable Limits of the "underlying insurance" described in Item 4 of the Declarations.

The provisions of the "immediate underlying policy" are incorporated as part of this Policy except for any obligation to investigate and defend and pay for costs and expenses incident to the same, the amount of the limits of liability, any "other insurance" provision and any other provisions therein which are inconsistent with the provisions of this Policy.

This Policy shall apply only to coverages for which an amount is indicated in Section I of Item 5 of the Declarations and then only in excess of the corresponding amount shown in Section II of Item 5 of the Declarations.

II. POLICY PERIOD

This Policy applies only to "loss" arising out of injury, damage or destruction which occurs during the policy period stated in the Declarations.

III. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this Policy, or (2) persons or organizations to whom the Insured may be liable for loss, the Company's liability shall not exceed the amounts stated in Section I of Item 5 of the Declarations.

A. With respect to coverages for which an aggregate limit is shown in Section I of Item 5 of the Declarations, aggregate means the total limit of the Company's liability during any one aggregate period either (1) with respect to any cause of loss for which the "underlying insurance" has an aggregate limit, or (2) with respect to the "products hazard" or the "completed operations hazard" (as defined herein) if the "underlying insurance" does not contain an aggregate limit with respect to these hazards.

B. Reduction Of The Aggregate

This provision applies only if this Policy contains an aggregate limit of liability which applies to the occurrence.

If the limit of liability of the "underlying insurance" is less than as stated in Section II of Item 5 of the Declarations because the aggregate limits of liability of the "underlying insurance" have been reduced, this Policy becomes excess of such reduced limit of liability if such reduction is solely the result of injury or destruction occurring after the inception date of this Policy and not before. Nothing contained herein shall operate to increase the limit of the Company's liability.

C. Application Of The Aggregate To Periods Of Time

The aggregate limits of liability of this Policy apply separately to each aggregate period. The first aggregate period of this Policy begins on the effective date of this Policy and ends on the next termination date of the aggregate period of the "immediate underlying policy." Any succeeding aggregate period of this Policy is concurrent with the aggregate period of the "immediate underlying policy" unless it is the final aggregate period. The final aggregate period of this Policy begins on the termination date of the aggregate period of the "immediate underlying policy" immediately preceding the expiration date of this Policy and ends on the expiration date of this Policy.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this Policy or of any endorsement used herewith does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction

   (a) 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

   (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) 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.

2. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

   (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;

   (b) 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

   (c) the injury, sickness, disease, death or destruction 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 (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this Policy:

   "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

This policy is not complete unless a Declarations Page is attached.

"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 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;

With respect to injury to or destruction of property, the word **"injury"** or **"destruction"** includes all forms of radioactive contamination of property.

DEFINITIONS

1. **Immediate Underlying Policy**

"Immediate underlying policy" means the policy of the **"underlying insurance"** which provides the layer of coverage, whether primary or excess, immediately preceding the layer of coverage provided by this Policy.

2. **Loss**

"Loss" means the sums paid as damages in settlement of a claim or in satisfaction of a judgment for which the Insured is legally liable, after making deductions for all recoveries, salvages and other insurances (whether recoverable or not) other than the **"underlying insurance"** and excess insurance purchased specifically to be in excess of this Policy. **"Loss"** does not include investigation, adjustment, defense or appeal costs and expenses incident to any of the same, notwithstanding that the **"underlying insurance"** may provide insurance for such costs and expenses.

3 **Underlying Insurance**

"Underlying insurance" means the insurance policies described in Item 4 of the Declarations and includes any renewal or replacement of such policies.

4. **Completed Operations Hazard**

The term **"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 Insured. Operations include materials, parts or equipment furnished in connection therewith.

Operations shall be deemed completed at the earliest of the following times:

(a) when all operations to be performed by or on behalf of the Insured under the contract have been completed.

(b) when all operations to be performed by or on behalf of the Insured at the site of the operations have been completed, or

(c) 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

(1) 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.

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

5. **Products Hazard**

The term **"products hazard"** includes bodily injury and property damage arising out of the 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 Insured and after physical possession of such products has been relinquished to others.

CONDITIONS

1. **Underlying Insurance – Changes During this Policy Period**

Any change in coverage or premium in the **"underlying insurance"** shall be promptly reported to the Company and the Insured shall upon request, furnish the Company with copies of such changes.

Any change in the premium for the **"underlying insurance"** shall be promptly reported to the Company and the premium for this Policy, subject to the minimum premium, may be adjusted accordingly.

2. **Notice of Loss; Participation in Defense by the Company**

Notice of an occurrence which appears likely to involve this Policy shall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as practicable. The Company at its own option may, but is not required to, participate in the investigation, settlement or defense of any claim or suit against the Insured.

In the event expense in connection with any claim or suit is incurred jointly by mutual consent of the Company and of the Insured or the Underlying Insurer, the Company, in addition to its limits of liability as expressed in Item 5 of the Declarations shall be liable for no greater proportion of such expense and/or costs than the amount payable by the Company under this Policy bears to the total loss payment.

3. **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.

Any person or organization or the legal representative thereof who has secured a judgment against the Insured shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. Nothing contained in this Policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability. Any payments by the Company under this Condition 3 shall discharge the Company's obligation to the Insured to the extent of such payments.

Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

4. **Subrogation and Other Recoveries**

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery therefore 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 the occurrence to prejudice such rights.

Because this Policy affords excess coverage, the Insured's right of recovery cannot always be exclusively subrogated to the Company. It is, therefore, agreed that the Company shall act in concert with all other interests concerned, including the Insured, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow in the principle that any interest, including the Insured, that shall have paid an amount over and above any payment under this Policy shall first be reimbursed up to the amount paid by such interest; the Company shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of loss covered under this Policy; and lastly, the interests, including the Insured, of whom this coverage is in excess are entitled to claim any residue remaining. Expenses and costs necessary to the recovery of any such amounts shall be apportioned between the interests concerned, including the Insured, in the ratio of their respective recoveries or in the event of a totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered.

5. **Other Insurance**

This Condition does not apply with respect to the "**underlying insurance**" or excess insurance purchased specifically to be in excess of this Policy.

If, with respect to a loss covered hereunder, the Insured has other insurance, whether on a primary, excess or contingent basis, there shall be no insurance afforded hereunder as respects such loss; provided, that if the applicable limit of liability of this Policy is greater than the applicable limit of liability provided by the other insurance, this Policy shall afford excess insurance over and above such other insurance in an amount sufficient to give the Insured, as respects the layer of coverage afforded by this Policy, a total limit of liability equal to the applicable limit of liability afforded by this Policy.

6. **Cancellation**

This Policy may be canceled by the Named Insured 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 the Declarations 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 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 or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium or minimum premium, whichever is greater, 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.

7. **Maintenance of Underlying Insurances**

It is a condition of this Policy that the policy or policies referred to in Item 4 of the Declarations, including renewal or replacements thereof, shall be maintained, without alteration of terms or conditions, in full effect during the currency of this Policy except for any reduction or exhaustion of the aggregate limit contained therein solely by reason of losses that arise out of occurrences which take place during the period of this Policy. Failure of the Insured to comply with the foregoing shall not invalidate this Policy but in the event of such failure the Company shall be liable hereunder only to the extent that it would have been liable had the Insured complied therewith.

IN WITNESS WHEREOF, The Company designated on the Declarations page has caused this Policy to be signed by its President and Secretary and countersigned on the Declarations page by a duly authorized representative of the Company.

Secretary. *President.*

POLICY No. XX
Renewal of XX TEL 00344 C

EXCESS LIABILITY POLICY

STOCK COMPANY

TRANSPORT INDEMNITY COMPANY
3670 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90010

DECLARATIONS

Item 1. Named Insured and Address

WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)
3003 Butterfield Road
Oak Brook, Illinois 60521

Item 2. Policy Period:

From OCTOBER 1, 1981 to JANUARY 1, 1983
12:01 A.M., standard time at the address of the named insured as stated herein.

Item 3. Underlying Insurance:

SEE EXCESS UMBRELLA POLICY DECLARATIONS

Item 4. Limit(s) of Coverage
Hereunder:

SEE EXCESS UMBRELLA POLICY DECLARATIONS

Item 5. Premium: $12,600 FLAT FOR POLICY TERM

By Harvard O Clausen
AUTHORIZED REPRESENTATIVE

Item 6. Cancellation: NINETY (90) DAYS

TRANSPORT INDEMNITY COMPANY
TRANSPORT UNDERWRITERS ASSOCIATION
UNDERWRITING MANAGERS

Date: November 5, 1981
ELD

EXCESS UMBRELLA POLICY

DECLARATIONS

ITEM 1. Named Insured: WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)

ITEM 2. Underlying Umbrella Policies: FIRST STATE INSURANCE COMPANY AND VARIOUS OTHER INSURANCE COMPANIES

ITEM 3. Underlying Umbrella Limits (Insuring Agreement 2): $25,000,000.00

ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement 2): $25,000,000.00

ITEM 5. Limit of Liability (Insuring Agreement 2): $7,000,000.00 part of $25,000,000.00

ITEM 6. Aggregate Limit of Liability (Insuring Agreement 2): $7,000,000.00 part of $25,000,000.00

ITEM 7. Notice of Occurrence (Condition 4) to: TRANSPORT INDEMNITY COMPANY
3670 Wilshire Boulevard, Los Angeles, CA 90010

NAMED INSURED:

As stated in Item 1 of the Declaration forming a part hereof, and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

INSURING AGREEMENTS

1. *COVERAGE*

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

(a) imposed upon the Insured by law;

or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages, direct or consequential and expenses on account of:

(i) Personal Injuries, including death at any time resulting therefrom;

(ii) Property Damage;

(iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the World, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations, (hereinafter called the "Underlying Umbrella Insurers").

Attached to and forming part of Policy No. TEL 00344 C

Dated at Rolling Meadows, Illinois

this 5th day of November 1981

☒ TRANSPORT INDEMNITY COMPANY

☐ COMPAC INSURANCE COMPANY

By [signature]
(Authorized Representative)

ELD

TC-0001

2. LIMIT OF LIABILITY - UNDERLYING LIMITS.

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective Ultimate Net Loss Liability as follows:
$ (as stated in Item 3 of the Declaration) Ultimate Net Loss in respect of each occurrence, but
$ (as stated in Item 4 of the Declaration) in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured,

and the Company shall then be liable to pay only the excess thereof up to a further
$ (as stated in Item 5 of the Declaration) Ultimate Net Loss in respect of each occurrence - subject to a limit of
$ (as stated in Item 6 of the Declaration) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

CONDITIONS

1. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY.

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other Excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this insurance in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy, the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE.

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declaration prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy.

3. CANCELLATION.

This Policy may be cancelled by the Named Insured or by the Company or their representatives by mailing written notice to the other party stating when not less than the number of days set forth in Item 6 of the Excess Liability Policy Declarations. The Company may, however, cancel this Policy absolutely on ten (10) days' notice for non-payment of premium due. The mailing of notice as aforesaid by the Company or their representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or their representatives shall be equivalent to mailing.

If this policy shall be cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium for the period this insurance has been in force. If this Policy shall be cancelled by the Company, the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium.

4. NOTICE OF OCCURRENCE.

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this policy, notice shall be sent as stated in Item 7 of the Declaration as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy, shall be in excess of and shall not contribute with such other insurance.

ENDORSEMENT
TRANSPORT INDEMNITY COMPANY
COMPAC INSURANCE COMPANY

ENG. NO.	POLICY NUMBER	INSURED	ENG. EFFECTIVE DATE
1	TEL 00344 C	WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)	10/1/81 (12:01 A.M.)

CONFLICT IN WORDING ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT WHERE THE INSURING AGREEMENT, DEFINITIONS AND CONDITIONS APPEARING IN THE EXCESS LIABILITY POLICY PRINTED JACKET ARE INCONSISTENT WITH THE INSURING AGREEMENT, DEFINITIONS AND CONDITIONS APPEARING IN THE EXCESS UMBRELLA FORM, THE INSURING AGREEMENT, DEFINITIONS AND CONDITIONS OF THE EXCESS UMBRELLA FORM SHALL APPLY.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This endorsement when countersigned by a duly authorized representative of the Company shall be valid and form part of the above mentioned policy.

☒ TRANSPORT INDEMNITY COMPANY
☐ COMPAC INSURANCE COMPANY

BY: Harvard O Claussen

ELD
11/5/81

ENDORSEMENT
TRANSPORT INDEMNITY COMPANY
COMPAC INSURANCE COMPANY

END. NO.	POLICY NUMBER	INSURED	END. EFFECTIVE DATE
2	TEL 00344 C	WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)	10/1/81 (12:01 A.M.)

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO BODILY INJURY LIABILITY 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 WATERCOURSE OR BODY OF WATER: BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL.

FOR LANDFILL SITES WHICH HAVE BEEN DESIGNED, CONSTRUCTED, AND OPERATED BY WASTE MANAGEMENT, INC., OR ONE OF ITS COMPANIES FROM THEIR INCEPTION, AND FOR THOSE ACQUIRED SITES WHICH HAVE UNDERGONE TESTS, AND NECESSARY ALTERATIONS, FOR ECOLOGICAL SAFETY, ANDY DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF POLLUTANTS OR CONTAMINANTS SHALL BE DEEMED TO HAVE BEEN NEITHER EXPECTED NOR INTENDED FROM THE STANDPOINT OF THE INSURED, THUS BEING A COVERED EVENT UNDER THE DEFINITION OF "OCCURRENCE" INCLUDED WITHIN THE POLICY.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This endorsement when countersigned by a duly authorized representative of the Company shall be valid and form part of the above mentioned policy.

ELD
11/5/81

☒ TRANSPORT INDEMNITY COMPANY
☐ COMPAC INSURANCE COMPANY

BY: Harvard O Claussen

A1 - 6000

ENDORSEMENT

To comply with the law of the State of ILLINOIS

this policy is countersigned at Rolling Meadows, Illinois

ALL OTHER TERMS OF THIS POLICY REMAIN UNCHANGED

This endorsement, countersigned by an authorized representative of the Company, becomes coalescale endorsement No. 3

EFFECTIVE OCTOBER 1, 1981

OF POLICY NO. TEL 00344 C

ISSUED TO WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)

TRANSPORT INDEMNITY COMPANY

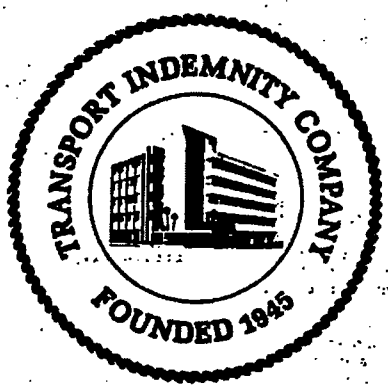
PRESIDENT

COUNTERSIGNED

ELD
11/5/81

PRINTED IN U.S.A.

EXCESS LIABILITY POLICY



TRANSPORT INDEMNITY COMPANY
3670 WILSHIRE BLVD.
LOS ANGELES, CALIFORNIA 90010

TRANSPORT INDEMNITY COMPANY

HOME OFFICE - LOS ANGELES, CALIFORNIA

(A stock insurance company, herein called the Company)

In consideration of the payment of the premium and subject to the Declarations, Terms and Conditions hereof, the Transport Indemnity Company, 3670 Wilshire Boulevard, Los Angeles, California 90010 (hereinafter called the "Company") and the party or parties named in Item 1 of the Declarations (herein called the Insured) do hereby agree as follows:

TERMS AND CONDITIONS

INSURING AGREEMENT

1. The Company hereby indemnifies the Insured against ultimate net loss in excess of and arising out of the hazards covered and as defined and in excess of the underlying insurance as shown in Item 3 of the Declarations (hereinafter referred to as "underlying insurance") but only up to an amount not exceeding the limit(s) shown in Item 4 of the Declarations.

2. Except as may be inconsistent with this Policy, the coverage provided by this Policy shall follow the insuring agreements, conditions and exclusions of the underlying insurance (whether primary or excess) immediately preceding the layer of coverage provided by this Policy, including any change by endorsements. The Company shall be notified of any change in coverage or premium in such underlying insurance and copies thereof shall be furnished to the Company upon request.

3. The limits of the underlying insurance shall be maintained in full effect during the currency of this Policy except for reduction of such limits by exhaustion of aggregate limits (if any) contained therein solely by payment of claims resulting from accidents or occurrences happening during the period thereof. Failure of the Insured to comply with the foregoing shall not invalidate this Policy but in the event of such failure the company shall be liable only to the extent that it would have been liable had the Insured complied therewith.

4. Unless aggregate limits are specifically stated in Items 3 and 4 of the Declarations, the coverage provided by this Policy applies only with respect to each accident or occurrence for limits in excess of the amount provided for same in the underlying insurance and does not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits (if any) in the underlyng insurance.

5. If aggregate limits are specifically stated in Item 3 and 4 of the Declarations, this Policy will apply in excess of reduced underlying insurance provided such reduction in the underlying insurance is solely the result of accidents or occurrences happening after the inception date of this Policy. The Insured shall give the Company written notice as soon as possible of any reduction or exhaustion of such aggregate limit in the underlying insurance.

6. If more than one insured is named in the Declarations such additional Insured(s) shall not have the effect of increasing the Company's limit of liability for each accident or occurrence stated in Item 4 of the Declarations.

PREMIUM

7. Premium due the Company for this excess insurance shall be that amount shown in Item 5 of the Declarations and is payable upon delivery of this Policy.

NOTICE OF LOSS

8. The Insured shall immediately advise the Company of any accident or occurrence which appears likely to result in liability under this Policy and of subsequent developments likely to affect the Company's liability hereunder. At no time shall the Company be called upon to assume charge of the settlement or defense of any claims made or suits brought or proceedings instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured or its underlying insurer or insurers, or both, in the control, defense and/or trial of any claims, suits or proceedings which, in the opinion of the Company, involves or appears reasonably likely to involve the Company. If the company avails itself of such right and opportunity, the Insured, any underlying insurer or insurers and the Company shall cooperate in the control, defense and/or trial of such claims, suits or proceedings, so as to affect a final determination thereof. Failure on the part of the Insured or the underlying insurer or insurers to cooperate shall relieve the Company, at its option, of liability under this Policy.

9. The Insured shall be solely responsible for the investigation, settlement, defense and final disposition of any claim made or suit brought or proceeding instituted against the Insured to which this Policy would apply and which no underlying insurer or insurers is obligated to defend. The Insured shall use due diligence and prudence to settle all such claims and suits which in the exercise of sound judgment should be settled, provided, however, that the Insured shall not make or agree to any settlement for any sum, in excess of the underlying insurance, without the approval of the Company.

10. The Insured shall (a) cooperate with the underlying insurer or insurers, as required by the terms of the underlying insurance, (b) comply with all the terms and conditions thereof and (c) enforce any right of contribution or indemnity against any person or organization who may be liable to the Insured, because of liability with respect to which insurance is afforded under this Policy and the underlying insurance.

LOSS PAYABLE

11. The Company's obligation to pay any ultimate net loss and costs with respect to any accident or occurrence falling within the terms of this Policy shall not attach until the amount of the applicable underlying limit has been paid by or on behalf of the Insured on account of such accident or occurrence. The Insured shall make claim for any ultimate net loss and costs under this Policy within a period of not exceeding twelve (12) months after, (a) the Insured shall have paid ultimate net loss in excess of the underlying limit, with respect to any accident or occurrence, or

(b) 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.

12. All losses covered by this Policy shall be due and payable by the Company within thirty (30) days after claim has been presented and proper proof of payment of ultimate net loss and costs has been submitted, all in accordance with the terms above.

ULTIMATE NET LOSS AND COSTS

13. Ultimate net loss, as used herein, shall be understood to mean the sums paid in settlement of losses for which the Insured is liable after making deductions for all recoveries, salvages and other insurances (other than recoveries under the underlying insurance, policies of co-insurance, or policies specifically in excess hereof), whether recoverable or not, and shall exclude all "Costs".

14. The word "costs", as used herein, shall be understood to mean interest on judgments, investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the Insured is not covered by the underlying insurance (excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the Insured, and (c) regular fees paid to counsel on general retainer.

15. Costs incurred by the Insured, with the written consent of the Company, shall be apportioned as follows:

(a) in the event of claim or suit arising which appears likely to exceed the underlying insurance limit or limits, no Costs shall be incurred by the Insured without the written consent of the Company.

(b) should such claim or suit be settled previous to going into court for not more than the underlying insurance limit or limits, then no Costs shall be payable by the Company.

(c) should, however, the sum for which the said claim or suit may be settled exceed the underlying insurance limit or limits, then the Company, if it approves such settlement or consents to the proceedings continuing, shall contribute to the Costs incurred by the Insured in the ratio that is proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss.

(d) in the event the Insured elects not to appeal a judgment in excess of the underlying insurance limit or limits, the Company may elect to conduct such appeal at its own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Company exceed its limit or limits of liability as stated above, plus the costs of such appeal.

(e) in the event a judgment is rendered in excess of the underlying insurance, limit or limits and the underlying insurer or insurers elect to appeal such judgment, the duty of obtaining an appeal bond in regard to liability in excess of the underlying insurance limit or limits shall rest with the Insured and its underlying insurer or insurers.

SUBROGATION AND SALVAGE

16. All salvages, recoveries or payments recovered or received subsequent to a settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company, provided always that nothing in this clause shall be construed to mean that losses under this Policy are not recoverable until the Insured's ultimate net loss has been finally ascertained.

17. Inasmuch as this Policy is Excess Insurance, the Insured's right of recovery against any person cannot be exclusively subrogated to the company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other parties (including the Insured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any parties (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them, the company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly the parties (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the parties (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

18. Nothing herein contained shall be construed to mean that the Insured shall be required to enforce by legal action any right of subrogation or indemnity before the Company shall pay any loss covered hereunder.

TERM

19. This Policy applies only to accidents or occurrences happening between the effective and expiration dates shown in Item 2 of the Declarations, unless otherwise cancelled.

NUCLEAR INCIDENT EXCLUSION

20. It is agreed that this Policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) 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

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) 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.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provisions relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) 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

(c) the injury, sickness, disease, death or destruction 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 (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used herein:

"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,

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;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

21. This Policy may be cancelled by either party upon written notice, such notice to be not less than the number of days set forth in Item 6 of the Declarations. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate and if cancelled by the Company, adjustment shall be pro rata. However, in the event of cancellation or non-renewal of the underlying insurance immediately preceding this Policy, this Policy terminates as of the same date without notice to the Insured. The Company may, however, cancel this Policy absolutely on five (5) days' notice for non-payment of premium due. Notice shall be given by the Insured to the Company at 3670 Wilshire Boulevard, Los Angeles, California 90010 and by the Company to the Insured at the latter's address as shown in the Declarations. Notice by the Company to the first Named Insured, if more than one, shall be deemed notice to any other interests included as an Insured.

IN WITNESS WHEREOF the Transport Indemnity Company has caused this Policy to be signed by its President and Secretary, but same shall not be binding upon the Company unless countersigned by an authorized representative of the Company.

TRANSPORT INDEMNITY COMPANY

President

Secretary / Treasurer

POLICY No. XX TEL 00622 C
Renewal of SR

EXCESS LIABILITY POLICY

STOCK COMPANY

TRANSPORT INDEMNITY COMPANY
3670 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90010

DECLARATIONS

Item 1. Named Insured and Address

WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)
3003 BUTTERFIELD ROAD
OAK BROOK, ILLINOIS 60521

Item 2. Policy Period:

From JANUARY 1, 1983 to JANUARY 1, 1984
12:01 A.M., standard time at the address of the named insured as stated herein.

Item 3. Underlying Insurance:

SEE EXCESS UMBRELLA POLICY DECLARATIONS

Item 4. Limits of Coverage
Hereunder:
SEE EXCESS UMBRELLA POLICY DECLARATIONS

Item 5. Premium: $10,500.00 FLAT ANNUAL - MINIMUM & DEPOSIT

By: [signature]
Authorized Representative

Item 6. Cancellation: NINETY(90) DAYS

Date: JANUARY 12, 1983

TRANSPORT INDEMNITY COMPANY
TRANSPORT UNDERWRITERS ASSOCIATION
UNDERWRITING MANAGERS

EXCESS UMBRELLA POLICY

DECLARATIONS

ITEM 1. Named Insured: WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)

ITEM 2. Underlying Umbrella Policies: NEW ENGLAND REINSURANCE CORPORATION AND VARIOUS OTHER INSURANCE COMPANIES

ITEM 3. Underlying Umbrella Limits (Insuring Agreement 2): $50,000,000.00

ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement 2): $50,000,000.00

ITEM 5. Limit of Liability (Insuring Agreement 2): $7,000,000.00 PART OF $50,000,000.00

ITEM 6. Aggregate Limit of Liability (Insuring Agreement 2): $7,000,000.00 PART OF $50,000,000.00

ITEM 7. Notice of Occurrence (Condition 4) to: TRANSPORT INDEMNITY COMPANY
3670 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90010

NAMED INSURED:

As stated in Item 1 of the Declaration forming a part hereof, and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

INSURING AGREEMENTS

1. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

(a) imposed upon the Insured by law;

or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages, direct or consequential and expenses on account of:

(i) Personal Injuries, including death at any time resulting therefrom;

(ii) Property Damage;

(iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the World, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations, (hereinafter called the "Underlying Umbrella Insurers").

Attached to and forming part of Policy No. TEL 00622 C

Dated at ROLLING MEADOWS, ILLINOIS

this 12TH day of JANUARY, 1983

☒ TRANSPORT INDEMNITY COMPANY

☐ COMPAC INSURANCE COMPANY

ELD/jmf

By [signature]
(Authorized Representative)

TC-0001

2. LIMIT OF LIABILITY - UNDERLYING LIMITS.

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective Ultimate Net Loss Liability as follows:
$ (as stated in Item 3 of the Declaration) Ultimate Net Loss in respect of each occurrence, but
$ (as stated in Item 4 of the Declaration) in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured,

and the Company shall then be liable to pay only the excess thereof up to a further
$ (as stated in Item 5 of the Declaration) Ultimate Net Loss in respect of each occurrence - subject to a limit of
$ (as stated in Item 6 of the Declaration) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

CONDITIONS

1. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY.

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other Excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this insurance in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy, the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE.

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declaration prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy.

3. CANCELLATION.

This Policy may be cancelled by the Named Insured or by the Company or their representatives by mailing written notice to the other party stating when not less than the number of days set forth in Item 6 of the Excess Liability Policy Declarations. The Company may, however, cancel this Policy absolutely on ten (10) days' notice for non-payment of premium due. The mailing of notice as aforesaid by the Company or their representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or their representatives shall be equivalent to mailing.

If this policy shall be cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium for the period this insurance has been in force. If this Policy shall be cancelled by the Company, the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium.

4. NOTICE OF OCCURRENCE.

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this policy, notice shall be sent as stated in Item 7 of the Declaration as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy, shall be in excess of and shall not contribute with such other insurance.

ENDORSEMENT
TRANSPORT INDEMNITY COMPANY
COMPAC INSURANCE COMPANY

END. NO.	POLICY NUMBER	INSURED	END. EFFECTIVE DATE
1	TEL 00622 C	WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)	1/1/83 (12:01 A.M.)

CONFLICT IN WORDING ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT WHERE THE INSURING AGREEMENT, DEFINITIONS AND CONDITIONS APPEARING IN THE EXCESS LIABILITY POLICY PRINTED JACKET ARE INCONSISTENT WITH THE INSURING AGREEMENT, DEFINITIONS AND CONDITIONS APPEARING IN THE EXCESS UMBRELLA FORM, THE INSURING AGREEMENT, DEFINITIONS AND CONDITIONS OF THE EXCESS UMBRELLA FORM SHALL APPLY.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to wh this endorsement is attached other than as above stated.

This endorsement when countersigned by a duly authorized representative of the Company shall be valid and form part of the abc mentioned policy.

☒ TRANSPORT INDEMNITY COMPANY
☐ COMPAC INSURANCE COMPANY

BY: [signature]

ELD/jmf
1/12/83

ENDORSEMENT
TRANSPORT INDEMNITY COMPANY
COMPAC INSURANCE COMPANY

END. NO.	POLICY NUMBER	INSURED	END. EFFECTIVE DATE
2	TEL 00622 C	WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)	1/1/83 (12:01 A.M.)

POLLUTION LIMITATION ENDORSEMENT

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO BODILY INJURY LIABILITY 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 WATERCOURSE OR BODY OF WATER: BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL.

FOR LANDFILL SITES WHICH HAVE BEEN DESIGNED, CONSTRUCTED, AND OPERATED BY WASTE MANAGEMENT, INC., OR ONE OF ITS COMPANIES FROM THEIR INCEPTION, AND FOR THOSE ACQUIRED SITES WHICH HAVE UNDERGONE TESTS, AND NECESSARY ALTERATIONS, FOR ECOLOGICAL SAFETY, ANY DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF POLLUTANTS OR CONTAMINANTS SHALL BE DEEMED TO HAVE BEEN NEITHER EXPECTED NOR INTENDED FROM THE STANDPOINT OF THE INSURED, THUS BEING A COVERED EVENT UNDER THE DEFINITION OF "OCCURRENCE" INCLUDED WITHIN THE POLICY.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to wh this endorsement is attached other than as above stated.

This endorsement when countersigned by a duly authorized representative of the Company shall be valid and form part of the abc mentioned policy.

☒ TRANSPORT INDEMNITY COMPANY
☐ COMPAC INSURANCE COMPANY

BY: [signature]

ELD/jmf
1/12/83

41 - 0000

TRANSPORT INDEMNITY COMPANY
COMPAC INSURANCE COMPANY

END. NO.	POLICY NUMBER	INSURED	END. EFFECTIVE DATE
3	TEL 00622 C	WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)	1/1/83 (12:01 A.M.)

☐ ADDITIONAL PREMIUM $
☐ RETURN PREMIUM $
☒ NIL $ -0-
$
TOTAL $ -0-
$

IT IS UNDERSTOOD AND AGREED THAT:

☐ 1. PREMIUM
☐ 2. DEPOSIT PREMIUM
☐ 3. MINIMUM PREMIUM
☐ 4. RATE
☐ 5. INSTALLMENT
☐ 6. AUDIT
☒ 7. COVERAGE
☐ 8. INCEPTION DATE
☐ 9. EXPIRATION DATE
☐ 10. TERMS
☐ 11. NAME OF ASSURED
☐ 12. ADDRESS OF ASSURED
☐ 13. COVERAGE IS CANCELLED
☐ SHORT RATE
☐ PRO RATE
☐ 14. ADDITIONAL INSURED BUT ONLY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED

☐ IS CHARGED FOR THE PERIOD: ☒ IS AMENDED TO READ AS FOLLOWS:

7. COVERAGE

ENDORSEMENT NUMBER 2 IS HEREBY DELETED IN ITS ENTIRETY.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
BROKER/AGENT: IBS, INC.
DATE OF ISSUE: APRIL 21, 1983

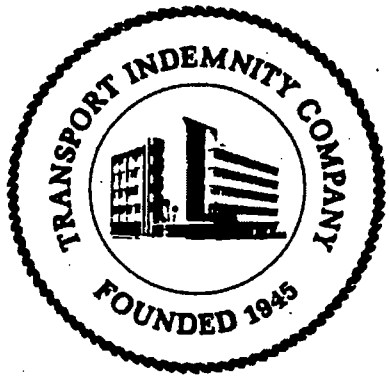
ELD/jmf

☒ TRANSPORT INDEMNITY COMPANY
☐ COMPAC INSURANCE COMPANY

BY: [signature]

A1 - 9000

EXCESS LIABILITY POLICY



TRANSPORT INDEMNITY COMPANY
3670 WILSHIRE BLVD.
LOS ANGELES, CALIFORNIA 90010

TRANSPORT INDEMNITY COMPANY

HOME OFFICE - LOS ANGELES, CALIFORNIA

(A stock insurance company, herein called the Company)

In consideration of the payment of the premium and subject to the Declarations, Terms and Conditions hereof, the Transport Indemnity Company, 3670 Wilshire Boulevard, Los Angeles, California 90010 (hereinafter called the "Company") and the party or parties named in Item 1 of the Declarations (herein called the Insured) do hereby agree as follows:

TERMS AND CONDITIONS

INSURING AGREEMENT

1. The Company hereby indemnifies the Insured against ultimate net loss in excess of and arising out of the hazards covered and as defined and in excess of the underlying insurance as shown in Item 3 of the Declarations hereinafter referred to as "underlying insurance", but only up to an amount not exceeding the limit(s) shown in Item 4 of the Declarations.

2. Except as may be inconsistent with this Policy, the coverage provided by this Policy shall follow the insuring agreements, conditions and exclusions of the underlying insurance (whether primary or excess) immediately preceding the layer of coverage provided by this Policy, including any change by endorsements. The Company shall be notified of any change in coverage or premium in such underlying insurance and copies thereof shall be furnished to the Company upon request.

3. The limits of the underlying insurance shall be maintained in full effect during the currency of this Policy except for reduction of such limits by exhaustion of aggregate limits (if any) contained therein solely by payment of claims resulting from accidents or occurrences happening during the period thereof. Failure of the Insured to comply with the foregoing shall not invalidate this Policy but in the event of such failure the company shall be liable only to the extent that it would have been liable had the Insured complied therewith.

4. Unless aggregate limits are specifically stated in Items 3 and 4 of the Declarations, the coverage provided by this Policy applies only with respect to each accident or occurrence for limits in excess of the amount provided for same in the underlying insurance and does not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits (if any) in the underlyng insurance.

5. If aggregate limits are specifically stated in Item 3 and 4 of the Declarations, this Policy will apply in excess of reduced underlying insurance provided such reduction in the underlying insurance is solely the result of accidents or occurrences happening after the inception date of this Policy. The Insured shall give the Company written notice as soon as possible of any reduction or exhaustion of such aggregate limit in the underlying insurance.

6. If more than one insured is named in the Declarations such additional Insured(s) shall not have the effect of increasing the Company's limit of liability for each accident or occurrence stated in Item 4 of the Declarations.

PREMIUM

7. Premium due the Company for this excess insurance shall be that amount shown in Item 5 of the Declarations and is payable upon delivery of this Policy.

NOTICE OF LOSS

8. The Insured shall immediately advise the Company of any accident or occurrence which appears likely to result in liability under this Policy and of subsequent developments likely to affect the Company's liability hereunder. At no time shall the Company be called upon to assume charge of the settlement or defense of any claims made or suits brought or proceedings instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured or its underlying insurer or insurers, or both, in the control, defense and or trial of any claims, suits or proceedings which, in the opinion of the Company, involves or appears reasonably likely to involve the Company. If the company avails itself of such right and opportunity, the Insured, any underlying insurer or insurers and the Company shall cooperate in the control, defense and or trial of such claims, suits or proceedings, so as to affect a final determination thereof. Failure on the part of the Insured or the underlying insurer or insurers to cooperate shall relieve the Company, at its option, of liability under this Policy.

9. The Insured shall be solely responsible for the investigation, settlement, defense and final disposition of any claim made or suit brought or proceeding instituted against the Insured to which this Policy would apply and which no underlying insurer or insurers is obligated to defend. The Insured shall use due diligence and prudence to settle all such claims and suits which in the exercise of sound judgment should be settled, provided, however, that the Insured shall not make or agree to any settlement for any sum, in excess of the underlying insurance, without the consent of the Company.

10. The Insured shall (a) cooperate with the underlying insurer or insurers, as required by the terms of the underlying insurance, (b) comply with all the terms and conditions thereof and (c) enforce any right of contribution or indemnity against any person or organization who may be liable to the Insured, because of liability with respect to which insurance is afforded under this Policy and the underlying insurance.

LOSS PAYABLE

11. The Company's obligation to pay any ultimate net loss and costs with respect to any accident or occurrence falling within the terms of this Policy shall not attach until the amount of the applicable underlying limit has been paid by or on behalf of the Insured on account of such accident or occurrence. The Insured shall make claim for any ultimate net loss and costs under this Policy within a period of not exceeding twelve (12) months after, (a) the Insured shall have paid ultimate net loss in excess of the underlying limit, with respect to any accident or occurrence, or

(b) 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.

12. All losses covered by this Policy shall be due and payable by the Company within thirty (30) days after claim has been presented and proper proof of payment of ultimate net loss and costs has been submitted, all in accordance with the terms above.

ULTIMATE NET LOSS AND COSTS

13. Ultimate net loss, as used herein, shall be understood to mean the sums paid in settlement of losses for which the Insured is liable after making deductions for all recoveries, salvages and other insurances (other than recoveries under the underlying insurance, policies of co-insurance, or policies specifically in excess hereof, whether recoverable or not, and shall exclude all "Costs".

14. The word "costs", as used herein, shall be understood to mean interest on judgments, investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the Insured is not covered by the underlying insurance excluding, however (a) all expenses for salaried employees and counsel on general retainer, b) all office expenses of the Insured, and c) regular fees paid to counsel on general retainer.

15. Costs incurred by the Insured, with the written consent of the Company, shall be apportioned as follows:

a) In the event of claim or suit arising which appears likely to exceed the underlying insurance limit or limits, no Costs shall be incurred by the Insured without the written consent of the Company.

b) Should such claim or suit be settled previous to going into court for not more than the underlying insurance limit or limits, then no Costs shall be payable by the Company.

c) Should, however, the sum for which the said claim or suit may be settled exceed the underlying insurance limit or limits then the Company, if it approves such settlement or consents to the proceedings continuing, shall contribute to the Costs incurred by the Insured in the ratio that is proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss.

d) In the event the Insured elects not to appeal a judgment in excess of the underlying insurance limit or limits, the Company may elect to conduct such appeal at its own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Company exceed its limit or limits as stated above, plus the costs of such appeal.

e) In the event a judgment is rendered in excess of the underlying insurance limit or limits and the underlying insurer or insurers elect to appeal such judgment, the duty of obtaining an appeal bond in regard to liability in excess of the underlying insurance limit or limits shall rest with the Insured and its underlying insurer or insurers.

SUBROGATION AND SALVAGE

16. All salvages, recoveries or payments recovered or received subsequent to a settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company, provided always that nothing in this clause shall be construed to mean that losses under this Policy are not recoverable until the Insured's ultimate net loss has been finally ascertained.

17. Inasmuch as this Policy is Excess Insurance, the Insured's right of recovery against any person cannot be exclusively subrogated to the company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other parties (including the Insured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any parties (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them, the company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly the parties (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the parties (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

18. Nothing herein contained shall be construed to mean that the Insured shall be required to enforce by legal action any right of subrogation or indemnity before the Company shall pay any loss covered hereunder.

TERM

19. This Policy applies only to accidents or occurrences happening between the effective and expiration dates shown in Item 2 of the Declarations, unless otherwise cancelled.

NUCLEAR INCIDENT EXCLUSION

20. It is agreed that this Policy does not apply.

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

a) 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

b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) 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.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provisions relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:

a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of an insured or (2) has been discharged or dispersed therefrom;

b) 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

c) the injury, sickness, disease, death or destruction 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 (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used herein:

"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,

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;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

21. This Policy may be cancelled by either party upon written notice, such notice to be not less than the number of days set forth in Item 6 of the Declarations. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate and if cancelled by the Company, adjustment shall be pro rata. However, in the event of cancellation or non-renewal of the underlying insurance immediately preceding this Policy, this Policy terminates as of the same date without notice to the Insured. The Company may, however, cancel this Policy absolutely on five (5) days' notice for non-payment of premium due. Notice shall be given by the Insured to the Company at 3670 Wilshire Boulevard, Los Angeles, California 90010 and by the Company to the Insured at the latter's address as shown in the Declarations. Notice by the Company to the first Named Insured, if more than one, shall be deemed notice to any other interests included as an Insured.

IN WITNESS WHEREOF the Transport Indemnity Company has caused this Policy to be signed by its President and Secretary, but same shall not be binding upon the Company unless countersigned by an authorized representative of the Company.

TRANSPORT INDEMNITY COMPANY

President

Secretary / Treasurer

POLICY NO XX TEL 00784C
RENEWAL OF XX TEL 00622C

EXCESS LIABILITY POLICY

STOCK COMPANY

TRANSPORT INDEMNITY COMPANY
3670 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90010

DECLARATIONS

Item 1. Named Insured and Address

WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)
3003 BUTTERFIELD ROAD
OAK BROOK, ILLINOIS 60521

Item 2. Policy Period:

From JANUARY 1, 1984 to JANUARY 1, 1985
12:01 A.M., standard time at the address of the named insured as stated herein

Item 3. Underlying Insurance:

SEE EXCESS UMBRELLA POLICY DECLARATIONS

Item 4. Limit(s) of Coverage Hereunder:

SEE EXCESS UMBRELLA POLICY DECLARATIONS

Item 5. Premium: $5,000.00 FLAT ANNUAL

By: Joseph M. Gallo
AUTHORIZED REPRESENTATIVE

Item 6. Cancellation: NINETY (90) DAYS

Date: JANUARY 10, 1984

TRANSPORT INDEMNITY COMPANY
TRANSPORT INDEMNITERS ASSOCIATION
UNDERWRITING MANAGERS

EXCESS UMBRELLA POLICY

DECLARATIONS

ITEM 1. Named Insured: WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)

ITEM 2. Underlying Umbrella Policies: NEW ENGLAND REINSURANCE CORPORATION AND VARIOUS OTHER INSURANCE COMPANIES

ITEM 3. Underlying Umbrella Limits (Insuring Agreement 2): $62,000,000.00

ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement 2): $62,000,000.00

ITEM 5. Limit of Liability (Insuring Agreement 2): $5,000,000.00 PART OF $88,000,000.00

ITEM 6. Aggregate Limit of Liability (Insuring Agreement 2): $5,000,000.00 PART OF $88,000,000.00

ITEM 7. Notice of Occurrence (Condition 4) to: TRANSPORT INDEMNITY COMPANY
3670 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90010

NAMED INSURED:

As stated in Item 1 of the Declaration forming a part hereof, and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

INSURING AGREEMENTS

1. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

(a) imposed upon the Insured by law;

or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages, direct or consequential and expenses on account of:

(i) Personal Injuries, including death at any time resulting therefrom;

(ii) Property Damage;

(iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the World, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations, (hereinafter called the "Underlying Umbrella Insurers").

Attached to and forming part of Policy No. TEL 00784C

Dated at ROLLING MEADOWS, ILLINOIS

this 10TH day of JANUARY, 1984

☒ TRANSPORT INDEMNITY COMPANY

☐ COMPAC INSURANCE COMPANY

JMP/jmf

By [signature]
(Authorized Representative)

TC-0001

2. LIMIT OF LIABILITY - UNDERLYING LIMITS.

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective Ultimate Net Loss Liability as follows:
$ (as stated in Item 3 of the Declaration) Ultimate Net Loss in respect of each occurrence, but
$ (as stated in Item 4 of the Declaration) in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

and the Company shall then be liable to pay only the excess thereof up to a further
$ (as stated in Item 5 of the Declaration) Ultimate Net Loss in respect of each occurrence - subject to a limit of
$ (as stated in Item 6 of the Declaration) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

CONDITIONS

1. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY.

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other Excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this insurance in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy, the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE.

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declaration prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy.

3. CANCELLATION.

This Policy may be cancelled by the Named Insured or by the Company or their representatives by mailing written notice to the other party stating when not less than the number of days set forth in Item 6 of the Excess Liability Policy Declarations. The Company may, however, cancel this Policy absolutely on ten (10) days' notice for non-payment of premium due. The mailing of notice as aforesaid by the Company or their representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or their representatives shall be equivalent to mailing.

If this policy shall be cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium for the period this insurance has been in force. If this Policy shall be cancelled by the Company, the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium.

4. NOTICE OF OCCURRENCE.

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this policy, notice shall be sent as stated in Item 7 of the Declaration as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy, shall be in excess of and shall not contribute with such other insurance.

ENDORSEMENT
TRANSPORT INDEMNITY COMPANY
COMPAC INSURANCE COMPANY

END. NO.	POLICY NUMBER	INSURED	END. EFFECTIVE DATE
1	TEL 00784C	WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)	1/1/84 (12:01 A.M.)

CONFLICT IN WORDING ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT WHERE THE INSURING AGREEMENT, DEFINITIONS AND CONDITIONS APPEARING IN THE EXCESS LIABILITY POLICY PRINTED JACKET ARE INCONSISTENT WITH THE INSURING AGREEMENT, DEFINITIONS AND CONDITIONS APPEARING IN THE EXCESS UMBRELLA FORM, THE INSURING AGREEMENT, DEFINITIONS AND CONDITIONS OF THE EXCESS UMBRELLA FORM SHALL APPLY.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This endorsement when countersigned by a duly authorized representative of the Company shall be valid and form part of the above mentioned policy.

☒ TRANSPORT INDEMNITY COMPANY
☐ COMPAC INSURANCE COMPANY

BY: Joseph M. Parker

JMP/jmf
1/10/84

ENDORSEMENT
TRANSPORT INDEMNITY COMPANY
COMPAC INSURANCE COMPANY

END. NO.	POLICY NUMBER	INSURED	END. EFFECTIVE DATE
2	TEL 00784C	WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)	1/1/84 (12:01 A.M.)

POLLUTION EXCLUSION

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACID, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASSES, WASTE MATERIALS, OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE, OR ANY WATERCOURSE OR BODY OF WATER; BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This endorsement when countersigned by a duly authorized representative of the Company shall be valid and form part of the above mentioned policy.

☒ TRANSPORT INDEMNITY COMPANY
☐ COMPAC INSURANCE COMPANY

JMP/jmf
1/10/84

BY: Joseph M. Forbes

TRANSPORT INDEMNITY COMPANY
COMPAC INSURANCE COMPANY

S. NO.	POLICY NUMBER	INSURER	AND. EFFECTIVE DATE
3	TEL 00784C	WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)	12/31/84 (12:01 A.M.)

☐ ADDITIONAL PREMIUM $
☐ RETURN PREMIUM $
☒ NIL $ -0-
$
TOTAL NIL $ -0-
$

IS UNDERSTOOD AND AGREED THAT:

☐ 1. PREMIUM
☐ 2. DEPOSIT PREMIUM
☐ 3. MINIMUM PREMIUM
☐ 4. RATE
☐ 5. INSTALLMENT
☐ 6. AUDIT
☐ 7. COVERAGE
☐ 8. INCEPTION DATE
☒ 9. EXPIRATION DATE
☐ 10. TERMS
☐ 11. NAME OF ASSURED
☐ 12. ADDRESS OF ASSURED
☐ 13. COVERAGE IS CANCELLED
☐ SHORT RATE
☐ PRO RATE
☐ 14. ADDITIONAL INSURED BUT ONLY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED

IS CHARGED FOR THE PERIOD: ☒ IS AMENDED TO READ AS FOLLOWS:

9. EXPIRATION DATE IS AMENDED TO READ:

DECEMBER 31, 1984

IN LIEU OF

JANUARY 1, 1985

OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

BROKER/AGENT: IBS, INC. - CHICAGO
DATE OF ISSUE: FEBRUARY 20, 1985

JMP/jmf

☒ TRANSPORT INDEMNITY COMPANY
☐ COMPAC INSURANCE COMPANY

BY: Joseph M. Parks

TRANSPORT INDEMNITY COMPANY
COMPAC INSURANCE COMPANY

ID. NO.	POLICY NUMBER	INSURED	END. EFFECTIVE DATE
4	TEL 00784C	WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)	10/24/84 (12:01 A.M.)

☒ ADDITIONAL PREMIUM $ 250.00
☐ RETURN PREMIUM $
☐ NIL $
$
TOTAL ADD'L. PREMIUM $ 250.00
$

IT IS UNDERSTOOD AND AGREED THAT:

☐ 1. PREMIUM
☐ 2. DEPOSIT PREMIUM
☐ 3. MINIMUM PREMIUM
☐ 4. RATE
☐ 5. INSTALLMENT
☐ 6. AUDIT
☐ 7. COVERAGE
☐ 8. INCEPTION DATE
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☐ 10. TERMS
☒ 11. NAME OF ASSURED
☐ 12. ADDRESS OF ASSURED
☐ 13. COVERAGE IS CANCELLED
☐ SHORT RATE
☐ PRO RATE
☐ 14. ADDITIONAL INSURED BUT ONLY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED

☐ IS CHARGED FOR THE PERIOD: ☒ IS AMENDED TO READ AS FOLLOWS:

11. NAME OF ASSURED IS AMENDED TO INCLUDE:

SCA SERVICES, INC.

- OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

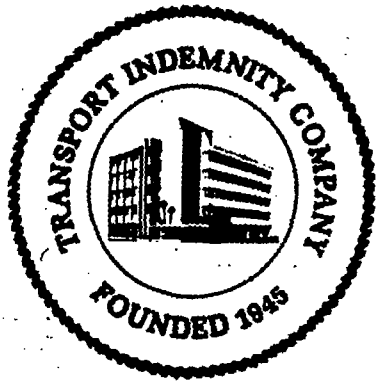
CKER/AGENT: IBS, INC.
TE OF ISSUE: 3/20/85

☒ TRANSPORT INDEMNITY COMPANY
☐ COMPAC INSURANCE COMPANY

BY Joseph M. Hooker

JMP/sn

EXCESS LIABILITY POLICY



TRANSPORT INDEMNITY COMPANY
3670 WILSHIRE BLVD.
LOS ANGELES, CALIFORNIA 90010

TRANSPORT INDEMNITY COMPANY

HOME OFFICE - LOS ANGELES, CALIFORNIA

(A stock insurance company, herein called the Company)

In consideration of the payment of the premium and subject to the Declarations, Terms and Conditions hereof, the Transport Indemnity Company, 3670 Wilshire Boulevard, Los Angeles, California 90010 (hereinafter called the "Company") and the party or parties named in Item 1 of the Declarations (herein called the Insured) do hereby agree as follows:

TERMS AND CONDITIONS

INSURING AGREEMENT

1. The Company hereby indemnifies the Insured against ultimate net loss in excess of and arising out of the hazards covered and as defined and in excess of the underlying insurance as shown in Item 3 of the Declarations (hereinafter referred to as "underlying insurance") but only up to an amount not exceeding the limit(s) shown in Item 4 of the Declarations.

2. Except as may be inconsistent with this Policy, the coverage provided by this Policy shall follow the insuring agreements, conditions and exclusions of the underlying insurance (whether primary or excess) immediately preceding the layer of coverage provided by this Policy, including any change by endorsements. The Company shall be notified of any change in coverage or premium in such underlying insurance and copies thereof shall be furnished to the Company upon request.

3. The limits of the underlying insurance shall be maintained in full effect during the currency of this Policy except for reduction of such limits by exhaustion of aggregate limits (if any) contained therein solely by payment of claims resulting from accidents or occurrences happening during the period thereof. Failure of the Insured to comply with the foregoing shall not invalidate this Policy but in the event of such failure the company shall be liable only to the extent that it would have been liable had the Insured complied therewith.

4. Unless aggregate limits are specifically stated in Items 3 and 4 of the Declarations, the coverage provided by this Policy applies only with respect to each accident or occurrence for limits in excess of the amount provided for same in the underlying insurance and does not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits (if any) in the underlyng insurance.

5. If aggregate limits are specifically stated in Item 3 and 4 of the Declarations, this Policy will apply in excess of reduced underlying insurance provided such reduction in the underlying insurance is solely the result of accidents or occurrences happening after the inception date of this Policy. The Insured shall give the Company written notice as soon as possible of any reduction or exhaustion of such aggregate limit in the underlying insurance.

6. If more than one insured is named in the Declarations such additional Insured(s) shall not have the effect of increasing the Company's limit of liability for each accident or occurrence stated in Item 4 of the Declarations.

PREMIUM

7. Premium due the Company for this excess insurance shall be that amount shown in Item 5 of the Declarations and is payable upon delivery of this Policy.

NOTICE OF LOSS

8. The Insured shall immediately advise the Company of any accident or occurrence which appears likely to result in liability under this Policy and of subsequent developments likely to affect the Company's liability hereunder. At no time shall the Company be called upon to assume charge of the settlement or defense of any claims made or suits brought or proceedings instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured or its underlying insurer or insurers, or both, in the control, defense and/or trial of any claims, suits or proceedings which, in the opinion of the Company, involves or appears reasonably likely to involve the Company. If the company avails itself of such right and opportunity, the Insured, any underlying insurer or insurers and the Company shall cooperate in the control, defense and/or trial of such claims, suits or proceedings, so as to affect a final determination thereof. Failure on the part of the Insured or the underlying insurer or insurers to cooperate shall relieve the Company, at its option, of liability under this Policy.

9. The Insured shall be solely responsible for the investigation, settlement, defense and final disposition of any claim made or suit brought or proceeding instituted against the Insured to which this Policy would apply and which no underlying insurer or insurers is obligated to defend. The Insured shall use due diligence and prudence to settle all such claims and suits which in the exercise of sound judgment should be settled, provided, however, that the Insured shall not make or agree to any settlement for any sum, in excess of the underlying insurance, without the approval of the Company.

10. The Insured shall (a) cooperate with the underlying insurer or insurers, as required by the terms of the underlying insurance, (b) comply with all the terms and conditions thereof and (c) enforce any right of contribution or indemnity against any person or organization who may be liable to the Insured, because of liability with respect to which insurance is afforded under this Policy and the underlying insurance.

LOSS PAYABLE

11. The Company's obligation to pay any ultimate net loss and costs with respect to any accident or occurrence falling within the terms of this Policy shall not attach until the amount of the applicable underlying limit has been paid by or on behalf of the Insured on account of such accident or occurrence. The Insured shall make claim for any ultimate net loss and costs under this Policy within a period of not exceeding twelve (12) months after, (a) the Insured shall have paid ultimate net loss in excess of the underlying limit, with respect to any accident or occurrence, or

(b) 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.

12. All losses covered by this Policy shall be due and payable by the Company within thirty (30) days after claim has been presented and proper proof of payment of ultimate net loss and costs has been submitted, all in accordance with the terms above.

ULTIMATE NET LOSS AND COSTS

13. Ultimate net loss, as used herein, shall be understood to mean the sums paid in settlement of losses for which the Insured is liable after making deductions for all recoveries, salvages and other insurances (other than recoveries under the underlying insurance, policies of co-insurance, or policies specifically in excess *hereof), whether recoverable or not, and shall exclude all "Costs".*

14. The word "costs", as used herein, shall be understood to mean interest on judgments, investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the Insured is not covered by the underlying insurance (excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the Insured, and (c) regular fees paid to counsel on general retainer.

15. Costs incurred by the Insured, with the written consent of the Company, shall be apportioned as follows:

(a) in the event of claim or suit arising which appears likely to exceed the underlying insurance limit or limits, no Costs shall be incurred by the Insured without the written consent of the Company.

(b) should such claim or suit be settled previous to going into court for not more than the underlying insurance limit or limits, then no Costs shall be payable by the Company.

(c) should, however, the sum for which the said claim or suit may be settled exceed the underlying insurance limit or limits, then the Company, if it approves such settlement or consents to the proceedings continuing, shall contribute to the Costs incurred by the Insured in the ratio that is proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss.

(d) in the event the Insured elects not to appeal a judgment in excess of the underlying insurance limit or limits, the Company may elect to conduct such appeal at its own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Company exceed its limit or limits of liability as stated above, plus the costs of such appeal.

(e) in the event a judgment is rendered in excess of the underlying insurance limit or limits and the underlying insurer or insurers elect to appeal such judgment, the duty of obtaining an appeal bond in regard to liability in excess of the underlying insurance limit or limits shall rest with the Insured and its underlying insurer or insurers.

SUBROGATION AND SALVAGE

16. All salvages, recoveries or payments recovered or received *subsequent to a settlement under this Policy shall be applied as if* recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company, provided always that nothing in this clause shall be construed to mean that losses under this Policy are not recoverable until the Insured's ultimate net loss has been finally ascertained.

17. Inasmuch as this Policy is Excess Insurance, the Insured's right of recovery against any person cannot be exclusively subrogated to the company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other parties (including the Insured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any parties (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them, the company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly the parties (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the parties (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

18. Nothing herein contained shall be construed to mean that the Insured shall be required to enforce by legal action any right of subrogation or indemnity before the Company shall pay any loss covered hereunder.

TERM

19. This Policy applies only to accidents or occurrences happening between the effective and expiration dates shown in Item 2 of the Declarations, unless otherwise cancelled.

NUCLEAR INCIDENT EXCLUSION

20. It is agreed that this Policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) 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

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) 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.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provisions relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;

(b) 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

(c) the injury, sickness, disease, death or destruction 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 (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used herein:

"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,

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;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

21. This Policy may be cancelled by either party upon written notice, such notice to be not less than the number of days set forth in Item 6 of the Declarations. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate and if cancelled by the Company, adjustment shall be pro rata. However, in the event of cancellation or non-renewal of the underlying insurance immediately preceding this Policy, this Policy terminates as of the same date without notice to the Insured. The Company may, however, cancel this Policy absolutely on five (5) days' notice for non-payment of premium due. Notice shall be given by the Insured to the Company at 3670 Wilshire Boulevard, Los Angeles, California 90010 and by the Company to the Insured at the latter's address as shown in the Declarations. Notice by the Company to the first Named Insured, if more than one, shall be deemed notice to any other interests included as an Insured.

IN WITNESS WHEREOF the Transport Indemnity Company has caused this Policy to be signed by its President and Secretary, but same shall not be binding upon the Company unless countersigned by an authorized representative of the Company.

TRANSPORT INDEMNITY COMPANY

President

Secretary / Treasurer

St. Paul
Surplus Lines
Insurance Company

Excess Third Party Liability Policy

The St. Paul
Property & Liability
Insurance

In consideration of the payment of the Premium, in reliance upon the statements made to the Company by application and subject to the terms set forth herein, the Company designated on the Declarations page, herein called the Company, A Capital Stock Company, AGREES with the Insured:

INSURING AGREEMENTS

I. COVERAGE

To indemnify the Insured, in accordance with the applicable provisions of the "**immediate underlying policy**" for the amount of "loss" which is in excess of the applicable Limits of the "**underlying insurance**" described in Item 4 of the Declarations.

The provisions of the "**immediate underlying policy**" are incorporated as part of this Policy except for any obligation to investigate and defend and pay for costs and expenses incident to the same, the amount of the limits of liability, any "other insurance" provision and any other provisions therein which are inconsistent with the provisions of this Policy.

This Policy shall apply only to coverages for which an amount is indicated in Section I of Item 5 of the Declarations and then only in excess of the corresponding amount shown in Section II of Item 5 of the Declarations.

II. POLICY PERIOD

This Policy applies only to "loss" arising out of injury, damage or destruction which occurs during the policy period stated in the Declarations.

III. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this Policy, or (2) persons or organizations to whom the Insured may be liable for loss, the Company's liability shall not exceed the amounts stated in Section I of Item 5 of the Declarations.

A. With respect to coverages for which an aggregate limit is shown in Section I of Item 5 of the Declarations, **aggregate** means the total limit of the Company's liability during any one **aggregate period** either (1) with respect to any cause of loss for which the "**underlying insurance**" has an aggregate limit, or (2) with respect to the "**products hazard**" or the "**completed operations hazard**" (as defined herein) if the "**underlying insurance**" does not contain an aggregate limit with respect to these hazards.

B. Reduction Of The Aggregate

This provision applies only if this Policy contains an aggregate limit of liability which applies to the occurrence.

If the limit of liability of the "**underlying insurance**" is less than as stated in Section II of Item 5 of the Declarations because the aggregate limits of liability of the "**underlying insurance**" have been reduced, this Policy becomes excess of such reduced limit of liability if such reduction is solely the result of injury or destruction occurring after the inception date of this Policy and not before. Nothing contained herein shall operate to increase the limit of the Company's liability.

C. Application Of The Aggregate To Periods Of Time

The aggregate limits of liability of this Policy apply separately to each **aggregate period**. The first **aggregate period** of this Policy begins on the effective date of this Policy and ends on the next termination date of the **aggregate period** of the "**immediate underlying policy**." Any succeeding **aggregate period** of this Policy is concurrent with the **aggregate period** of the "**immediate underlying policy**" unless it is the final **aggregate period**. The final **aggregate period** of this Policy begins on the termination date of the **aggregate period** of the "**immediate underlying policy**" immediately preceding the expiration date of this Policy and ends on the expiration date of this Policy.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this Policy or of any endorsement used herewith does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction

   (a) 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

   (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) 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.

2. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

   (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;

   (b) 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

   (c) the injury, sickness, disease, death or destruction 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 (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this Policy:

   "**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;

This policy is not complete unless a Declarations Page is attached.

"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 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;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

DEFINITIONS

1. **Immediate Underlying Policy**

"Immediate underlying policy" means the policy of the "underlying insurance" which provides the layer of coverage, whether primary or excess, immediately preceding the layer of coverage provided by this Policy.

2. **Loss**

"Loss" means the sums paid as damages in settlement of a claim or in satisfaction of a judgment for which the Insured is legally liable, after making deductions for all recoveries, salvages and other insurances (whether recoverable or not) other than the "underlying insurance" and excess insurance purchased specifically to be in excess of this Policy. "Loss" does not include investigation, adjustment, defense or appeal costs and expenses incident to any of the same, notwithstanding that the "underlying insurance" may provide insurance for such costs and expenses.

3. **Underlying Insurance**

"Underlying insurance" means the insurance policies described in Item 4 of the Declarations and includes any renewal or replacement of such policies.

4. ***Completed Operations* Hazard**

The term "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 Insured. Operations include materials, parts or equipment furnished in connection therewith.

Operations shall be deemed completed at the earliest of the following times:

(a) when all operations to be performed by or on behalf of the Insured under the contract have been completed,

(b) when all operations to be performed by or on behalf of the Insured at the site of the operations have been completed, or

(c) 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

(1) 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.

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

5. **Products Hazard**

The term "products hazard" includes bodily injury and property damage arising out of the 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 Insured and after physical possession of such products has been relinquished to others.

CONDITIONS

1. **Underlying Insurance — Changes During this Policy Period**

Any change in coverage or premium in the "underlying insurance" shall be promptly reported to the Company and the Insured shall upon request, furnish the Company with copies of such changes.

Any change in the premium for the "underlying insurance" shall be promptly reported to the Company and the premium for this Policy, subject to the minimum premium, may be adjusted accordingly.

2. **Notice of Loss; Participation in Defense by the Company**

Notice of an occurrence which appears likely to involve this Policy shall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as practicable. The Company at its own option may, but is not required to, participate in the investigation, settlement or defense of any claim or suit against the Insured.

In the event expense in connection with any claim or suit is incurred jointly by mutual consent of the Company and of the Insured or the Underlying Insurer, the Company, in addition to its limits of liability as expressed in Item 5 of the Declarations shall be liable for no greater proportion of such expense and/or costs than the amount payable by the Company under this Policy bears to the total loss payment.

3. **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.

Any person or organization or the legal representative thereof who has secured a judgment against the Insured shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. Nothing contained in this Policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability. Any payments by the Company under this Condition 3 shall discharge the Company's obligation to the Insured to the extent of such payments.

Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

4. **Subrogation and Other Recoveries**

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery therefore 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 the occurrence to prejudice such rights.

Because this Policy affords excess coverage, the Insured's right of recovery cannot always be exclusively subrogated to the Company. It is, therefore, agreed that the Company shall act in concert with all other interests concerned, including the Insured, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow in the principle that any interest, including the Insured, that shall have paid an amount over and above any payment under this Policy shall first be reimbursed up to the amount paid by such interest; the Company shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of loss covered under this Policy; and lastly, the interests, including the Insured, of whom this coverage is in excess are entitled to claim any residue remaining. Expenses and costs necessary to the recovery of any such amounts shall be apportioned between the interests concerned, including the Insured, in the ratio of their respective recoveries or in the event of a totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered.

5. **Other Insurance**

This Condition does not apply with respect to the "underlying insurance" or excess insurance purchased specifically to be in excess of this Policy.

If, with respect to a loss covered hereunder, the Insured has other insurance, whether on a primary, excess or contingent basis, there shall be no insurance afforded hereunder as respects such loss; provided, that if the applicable limit of liability of this Policy is greater than the applicable limit of liability provided by the other insurance, this Policy shall afford excess insurance over and above such other insurance in an amount sufficient to give the Insured, as respects the layer of coverage afforded by this Policy, a total limit of liability equal to the applicable limit of liability afforded by this Policy.

6. **Cancellation**

This Policy may be cancelled by the Named Insured 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 the Declarations 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 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 or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium or minimum premium, whichever is greater, 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.

7. **Maintenance of Underlying Insurances**

It is a condition of this Policy that the policy or policies referred to in Item 4 of the Declarations, including renewal or replacements thereof, shall be maintained, without alteration of terms or conditions, in full effect during the currency of this Policy except for any reduction or exhaustion of the aggregate limit contained therein solely by reason of losses that arise out of occurrences which take place during the period of this Policy. Failure of the Insured to comply with the foregoing shall not invalidate this Policy but in the event of such failure the Company shall be liable hereunder only to the extent that it would have been liable had the Insured complied therewith.

IN WITNESS WHEREOF, The Company designated on the Declarations page has caused this Policy to be signed by its President and Secretary and countersigned on the Declarations page by a duly authorized representative of the Company.

Secretary.

President.

29918 Ed. 3-81 Printed in U.S.A.

Former Policy No.

St. Paul Surplus Lines Insurance Company
St. Paul, Minnesota 55102
A Capital Stock Company
Herein called the company

The St. Paul Surplus Lines Insurance

Excess Third Party Liability Policy

DECLARATIONS

Item 1. Waste Management, Inc.
3003 Butterfield Road
Oakbrook, Illinois 60521

(Dupage Co.)

SURPLUS LINES
APR 08 1983 pms
TERESA LIEFFRING

Item 2. POLICY PERIOD: *

From	To	*12:01 A.M. Standard Time at the address of the Insured as stated herein.	AUDIT PERIOD: (If Applicable) Annual unless otherwise stated.
1-1-83	1-1-84		

Item 3. PREMIUM COMPUTATION:

Premium Basis	Estimated Exposure	Rate	Minimum Premium	Total Advance Premium
Flat			$ 80,000.	$ 80,000.

Item 4. UNDERLYING INSURANCE:

Insurer's Name	Policy No's. (Including Renewals or Replacements)	Description of Coverage
Kemper Insurance Company	2TM445335	Excess Liability

Item 5. LIMITS OF LIABILITY: The limit of the Company's liability shall be as stated herein, subject to all terms of this Policy having reference thereto.

SECTION I COMPANY LIMITS		in excess of SECTION II UNDERLYING LIMITS		COVERAGE
$ $	Each person Each occurrence	$ $	Each person Each occurrence	AUTOMOBILE Bodily Injury
$	Each occurrence	$	Each occurrence	Property Damage
$	Each occurrence	$	Each occurrence	Combined Single Limit
$	Each occurrence and Aggregate	$ $	Each occurrence Aggregate	LIABILITY OTHER THAN AUTO Bodily Injury
$	Each occurrence and Aggregate	$ $	Each occurrence Aggregate	Property Damage
$	Each occurrence and Aggregate	$	Each occurrence and Aggregate	Combined Single Limit
$	Each claim and Aggregate	$ $	Each claim Aggregate	PROFESSIONAL LIABILITY
$2,500,000.	Each occurrence and Aggregate	$ See Endorsement #1 $	Each occurrence Aggregate	COMPREHENSIVE CATASTROPHE OR UMBRELLA LIABILITY

1-20-83 jc	St.Paul,MN	
COUNTERSIGNATURE DATE	COUNTERSIGNED AT	AUTHORIZED REPRESENTATIVE

St. Paul Surplus Lines Insurance Company

ENDORSEMENT

NO. 1 TO POLICY NO. 966VA0083

EFFECTIVE DATE 1-1-83

NAMED INSURED Waste Management, Inc.

☐ ADDITIONAL

☐ RETURN

PREMIUM $ NIL

In consideration of the premium charged it is agreed that the coverage provided hereon shall apply as follows:

A) Coverage provided to be following form Kemper Insurance Company's primar policies:
   1. Automobile Liability
   2. Automobile Physical Damage
   3. Comprehensive General Liability

B) Limit hereon $100,000 each & every occurrence to an annual aggregate of $2,500,000 excess of $4,500,000 annual aggregate paid loss determined as follows:
   1. The Insured shall self insure each and every occurrence up to $100,000 including allocated and unallocated claims expenses up to a annual aggregate of $4,500,000.
   2. Each & every occurrence excess of $100,000 shall be insured by Kempe Insurance Company and various excess carriers.

All other terms and conditions remain unchanged.

By _____
Authorized Representative

St. Paul Surplus Lines Insurance Company

ENDORSEMENT

NO. 2 TO POLICY NO. 966VA0083

EFFECTIVE DATE 1-1-83

NAMED INSURED Waste Management, Inc.

☐ ADDITIONAL

PREMIUM $ NIL

☐ RETURN

Claims Reporting Handling Procedures

A) It is understood and agreed that the Insured shall furnish the company with quarterly loss reports reflecting paid and outstanding losses which apply to the coverages and limits of liability as defined in Endt. #1. If the underlying annual aggregate is paid and thereby exhausted, the Insured shall furnish monthly loss reports and an annual summary of all losses valued in excess of $10,000.

B) It is further agreed that Natilsco will serve to investigate & settle all claims with the Insured overseeing the claims handling procedures. If the underlying annual aggregate is paid and thereby exhausted, the Insured shall endeavor to advise the company of all claims valued in excess of $10,000 prior to settlement when possible.

All other terms and conditions remain unchanged.

By _____
Authorized Representative

St. Paul Surplus Lines Insurance Company

ENDORSEMENT

NO. 3 TO POLICY NO. 966VA0083

EFFECTIVE DATE 1-1-83

NAMED INSURED Waste Management, Inc.

☐ ADDITIONAL

☐ RETURN

PREMIUM $ NRI

It is understood and agreed that condition IV Insured's duties is deleted and replaced by the following:

Whenever the Insured has information from which the Insured may reasonably conclude that the annual aggregate retained limit is likely to be exhausted due to payment of claims arising out of occurrences covered hereunder, written notice shall be sent to the company as soon as practicable.

All other terms and conditions remain unchanged.

By _____
Authorized Representative

26660 Ed. 3-78 Printed in U.S.A.

St. Paul Surplus Lines
Insurance Company

ENDORSEMENT

NO. 4 TO POLICY NO. 966VA0083

EFFECTIVE DATE 1-1-83

NAMED INSURED Waste Management, Inc.

☐ ADDITIONAL

PREMIUM $ RN1

☐ RETURN

It is understood and agreed that the Cancellation Condition 6 of the policy jacket is amended to sixty (60) days notice with ten (10) days notice for non-payment of premium. In the event of cancellation by either the Insured or the company, the company's limit of liability would be pro-rated. Shoul the company cancel the policy there would be a pro-rated return premium.

All other terms and conditions remain unchanged.

By _____
Authorized Representative

The St Paul Surplus Lines Insurance

ST. PAUL SURPLUS LINES INSURANCE COMPANY

ENDORSEMENT

NO. 5 TO POLICY NO. 966VA0083

EFFECTIVE DATE 1-1-83

NAMED INSURED Waste Management, Inc.

☐ ADDITIONAL

☐ RETURN

PREMIUM $ NIL

Seepage, Pollution, and Contamination Clause

This insurance does not cover any liability for:

1. Personal injury or bodily injury or loss of, damage to, or loss of use of property directly caused by seepage, pollution or contamination resulting from the discharge, dispersal, release or escape of any substance into or upon a watercourse or body of water.

2. Personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination other than described in paragraph (1) above, provided always that this paragraph (2) shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed where such seepage, pollution or contamination is caused by sudden, unintended and unexpected happening during the period of this insurance.

3. The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden unintended or unexpected happening during the period of this insurance.

4. Fines, penalties, punitive or exemplary damages.

5. It is further agreed that this policy shall not apply to any losses covered under the environmental inpairment liability policy.

This clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

All other terms and conditions remain unchanged.

By _____
Authorized Representative

St. Paul Surplus Lines Insurance Company

ENDORSEMENT

NO. 6 TO POLICY NO. 966VA0083

EFFECTIVE DATE 1-1-83

NAMED INSURED Waste Management, Inc.

☐ ADDITIONAL

☐ RETURN

PREMIUM $ NII

SERVICE OF SUIT

The following Service of Suit Clause is not to become effective unless or until the Insured has notified this Company in each specific claim of its intention to sue.

Service of Suit Clause: It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder, this Company, at the request of the Insured, will submit to the jurisdiction of any Court of Competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon the highest one in authority bearing the title "Commissioner", "Director", or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located, and that in any suit instituted against it upon this contract this Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal. The one in authority bearing the title "Commissioner", "Director", or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located is hereby authorized and directed to accept service of process on behalf of this Company in any such suit and/or upon the Insured's request to give a written undertaking to the Insured that they will enter a general appearance upon this Company's behalf in the event such a suit shall be instituted.

All other terms and conditions remain unchanged.

By _____
Authorized Representative

St. Paul Surplus Lines Insurance Company

ENDORSEMENT

NO. 7 TO POLICY NO. 966VA0083

EFFECTIVE DATE 1-1-83

NAMED INSURED Waste Management, Inc.

☐ ADDITIONAL

☐ RETURN

PREMIUM $ NI

It is hereby understood and agreed that the following are the carriers and policy numbers for the underlying insurance policies for Automobile Liability, Automobile Physical Damage and Comprehensive General Liability:

CARRIER	POLICY NUMBER
American Motorists	5YM 445335
American Motorists	3ZM 445335
American Motorists	3UM 445335
American Motorists	FSM 18034
Lumbermen's Mutual	3YL295902
Lumbermen's Mutual	FSR19558
Mission National	MS-022255

All other terms and conditions remain unchanged.

6-10-83 jc St. Paul, MN

By _____
Authorized Representative

26660 Ed. 3-78 Printed in U.S.A.

St. Paul Surplus Lines Insurance Company

445 MINNESOTA STREET
SUITE 900
ST. PAUL, MINNESOTA 55101
(612) 221-7066
TELEX 29-8445

Invoice No.	Billing Date	Due Date
83-119	2-10-83	3-28-83

Transaction: Policy Premium

Insurance Brokers Service, Inc.
230 West Monroe
Chicago, ILL 60606

590101

St. Paul Surplus Lines Insurance Company

Please see reverse side for billing terms.

Policy No.	Effective Date	Insured	Premium	Rate Comm.	Net Amount Due
966VA0083	1-1-83	Waste Management, Inc.	$80,000.	20%	$64,000.

24424 Rev. 10-82 Printed in U.S.A.

ST. PAUL SURPLUS LINES INSURANCE COMPANY

ENDORSEMENT

NO. 5 TO POLICY NO. 966VA0083

EFFECTIVE DATE 1-1-83

NAMED INSURED Waste Management, Inc.

☐ ADDITIONAL

☐ RETURN

PREMIUM $ INCL

Seepage, Pollution, and Contamination Clause

This insurance does not cover any liability for:

1. Personal injury or bodily injury or loss of, damage to, or loss of us of property directly caused by seepage, pollution or contamination resulting from the discharge, dispersal, release or escape of any substance into or upon a watercourse or body of water.

2. Personal injury or bodily injury or loss of, damage to, or loss of us of property directly or indirectly caused by seepage, pollution or contamination other than described in paragraph (1) above, provided always that this paragraph (2) shall not apply to liability for perso injury or bodily injury or loss of or physical damage to or destructic of tangible property, or loss of use of such property damaged or destroyed where such seepage, pollution or contamination is caused by sudden, unintended and unexpected happening during the period of this insurance.

3. The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contaminatio is caused by a sudden unintended or unexpected happening during the period of this insurance.

4. Fines, penalties, punitive or exemplary damages.

5. It is further agreed that this policy shall not apply to any losses covered under the environmental inpairment liability policy.

This clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

All other terms and conditions remain unchanged.

By _____
Authorized Representative

ENDORSEMENT NO. 2

This endorsement, effective 12:01 a.m. 1-1-81 forms a part of policy No. 552-10-52 issued to WASTE MANAGEMENT

by LEXINGTON INSURANCE COMPANY

SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE

This Insurance does not cover any liability for:

1. Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination resulting from the discharge, dispersal, release or escape of any substance into or upon a watercourse or body of water.

2. Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination other than described in paragraph (1) above, provided always that this paragraph (2) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.

3. The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden unintended or unexpected happening during the period of this insurance.

4. Fines, penalties, punitive or exemplary damages.

5. It is further agreed that this policy shall not apply to any losses covered under the Environmental Impairment Liability Policy.

This clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

authorized representative

Shand, Morahan & Company, Inc.

Underwriting Manager: Shand, Morahan & Company, Inc., One American Plaza, Evanston, Illinois 60201

GREAT LAKES AGENCY
INSURANCE BROKERS
120 SO. RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606
PHONE 312-454-1220

Insurer:

Evanston Insurance Company

(A stock insurance company, herein called the Company, which except in Illinois and Washington, D.C. is a non-admitted insurer, writing pursuant to the surplus lines laws and not under the jurisdiction of the Insurance Commissioner.)
One American Plaza, Evanston, Illinois 60201

Evanston Insurance Company agrees with the Named Insured to afford insurance as provided in the separate coverage forms attached to complete this policy.

Service of Suit: Except with respect to policies issued for Named Insureds domiciled in Illinois and Washington, D.C., it is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Named Insured will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in such suit may be made upon **Lord, Bissell & Brook, 115 So. LaSalle, Chicago, Illinois 60603,** and that in any suit instituted against them upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

The above named are authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Named Insured that they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereon hereby designates the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney, upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, but this policy shall not be valid unless countersigned on the Declarations page by a duly authorized representative of the Company.

Robert H. Libby
Secretary

E H Calhoun
PRESIDENT

Nuclear Energy Liability Exclusion Endorsement (BROAD FORM)

This endorsement modifies the provisions of this policy.

It is agreed that:

1. 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 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.

2. *As used in this endorsement:*

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

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "by-product 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 by-product material and (2) resulting from the operation by any person or organization of any nuclear facility 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,

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.

Evanston Insurance Company

ONE AMERICAN PLAZA
EVANSTON, ILLINOIS 60201

Policy No. IE [illegible]
Prev. No. LE 10358
Prod. No. 10284

DECLARATIONS — ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE

Claims Made Policy. This policy is limited to liability for only those CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. Please review the policy carefully.

1. NAMED INSURED: WASTE MANAGEMENT INC., and its subsidiaries, divisions and affiliated companies, including joint ventures, now in existence or hereafter constituted.

   The Named Insured is: ☐ Individual ☐ Partnership X Corporation X Joint Venture ☐ _____

2. BUSINESS ADDRESS OF THE INSURED: 3003 Butterfield Road - Oak Brook, Illinois 60521

3. POLICY PERIOD: From April 25, 1984 To April 25, 1985
   12:01 A.M. Standard Time at address of Insured stated above.

4. LIMITS OF LIABILITY:
   (A) All claims from each environmental impairment $ 30,000,000
   (B) Aggregate $ 60,000,000

5. DEDUCTIBLE. Applicable to each environmental impairment $ 5,000,000

6. (A) Business of Insured: As described in 1983 Annual Report and 10-K
   (B) Specified Operations, Installations & Premises Covered: All operations and premises of the Insured.

7. RETROACTIVE DATE: January 1, 1953

8. PREMIUM FOR POLICY PERIOD:
   Premium (minimum and deposit) $ 585,000

   Optional Extended Discovery (Endorsement 2): 70%

9. FORM NUMBERS AND ENDORSEMENTS FORMING A PART OF THIS POLICY AT THE TIME OF ISSUE:

   Endorsements 1 through 16

ALL CLAIMS TO BE REPORTED DIRECTLY TO

Shand, Morahan & Company, Inc.
One American Plaza, Evanston, Illinois 60201 (312) 866-2800

(SM 1409.4/80)
6/13/84 sf

Authorized Representative

EIC 811 DEC 4/80

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured:

WASTE MANAGEMENT, INC., ETAL

Policy No.: IE 100287

Endorsement No.: 1

Effective Date: April 25, 1984

THE INSURED CLARIFICATION

It is hereby agreed that with respect to the business of waste collection, transportation, contract sanitation or cleaning services, and clean up contracts, all partnerships and joint ventures of the insured are included as Named Insureds, to the extent of the Insured's liability or interest therein, without notice to the Company:

It is further agreed that with respect to any other business or endeavor, partnerships and joint ventures are included as Named Insureds, provided that, within 90 days after formation or acquisition, notice is given to the Company.

All other terms and conditions remain unchanged.

E. Calhoun

Authorized Representative

6/13/84 sf

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured: WASTE MANAGEMENT, INC., ETAL

Policy No.: IE 100287

Endorsement No.: 2

Effective Date: April 25, 1984

OPTION TO PURCHASE EXTENDED DISCOVERY PERIOD

Extended Discovery Periods: If the Insured does not renew this policy after complying with all the terms and conditions thereof including the payment of all premiums and/or deductibles when due, or if the Company shall cancel this policy or terminate it by refusing to renew for reasons other than the Insured's non-payment of premiums and/or deductibles or non-compliance with the terms and conditions of this policy, then the Insured upon payment of an additional premium calculated at that percentage shown in the Declaration of the ADJUSTED premium for the policy period (but in no event less than that percentage shown in the Declarations of the minimum and deposit premium stated in Item 8 of the Declarations) shall have the option to extend such insurance as is afforded by this policy to apply to CLAIMS FIRST MADE AGAINST INSURED DURING TWELVE CALENDAR MONTHS following immediately upon the effective date of such cancellation or non-renewals, but only by reason of environmental impairments sustained in whole or in part subsequent to the Retroactive Date and prior to the effective date of such cancellation or non-renewal, and which is otherwise covered by this insurance. The extension of coverage for claims made subsequent to termination of the policy period, if purchased, must be endorsed hereto and shall hereinafter be referred to as the "EXTENDED DISCOVERY PERIOD."

All other terms and conditions remain unchanged.

S H Calhoun

Authorized Representative

6/13/84 sf

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured: WASTE MANAGEMENT, INC., ETAL

Policy No.: IE 100287
Endorsement No.: 2A - Revised (Page 1 of 2)
Effective Date: April 25, 1984

OPTION TO PURCHASE EXTENDED DISCOVERY PERIOD

Extended Discovery Period: If the Insured does not renew this policy after complying with all the terms and conditions thereof including the payment of all premiums and/or deductibles when due, or if the Company shall cancel this policy or terminate it by refusing to renew for reasons other than the Insured's non-payment of premiums and/or deductibles or non-compliance with the terms and conditions of this policy, then the Insured upon payment of an additional premium calculated at that percentage shown in the Declarations of the ADJUSTED premium for the policy period (but in no event less than that percentage shown in the Declarations of the minimum and deposit premium stated in Item 8 of the Declarations) shall have the option to extend such insurance as is afforded by this policy to apply to CLAIMS FIRST MADE AGAINST THE INSURED DURING TWELVE CALENDAR MONTHS following immediately upon the effective date of such cancellation or non-renewal, but only by reason of environmental impairments sustained in whole or in part subsequent to the Retroactive Date and prior to the effective date of such cancellation or non-renewal, and which is otherwise covered by this insurance. The extension of coverage for claims made subsequent to termination of the policy period, if purchased, must be endorsed hereto and shall hereinafter be referred to as the "EXTENDED DISCOVERY PERIOD."

As a condition precedent to the Insured's right to purchase the Extended Discovery Period, the Insured must have paid all deductibles when due and must have tendered payment of all premiums due for the policy period.

The Insured's right to purchase the Extended Discovery Period must be exercised by notice in writing not later than thirty days after the cancellation or termination date of this policy and must include tender of the entire premium for the Extended Discovery Period. If such notice and tender is not so given to the Company, the Insured shall not at a later date be able to exercise such right.

At the commencement of any Extended Discovery Period, the entire premium therefore shall be deemed earned, and in the event the Insured terminates the Extended Discovery Period before its term for any reason, the Company shall not be liable to return to the Insured any portion of the premium paid

All other terms and conditions remain unchanged.

E. Calhoun

Authorized Representative

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured:

WASTE MANAGEMENT, INC., ETAL

Policy No.: IE 100287

Endorsement No.: 2A - Revised (Page 2 of 2)

Effective Date: April 25, 1984

for the Extended Discovery Period. It is understood that OTHER CONDITONS 6. CANCELLATIONS is superseded only to the extent of the intention expressed herein.

The fact that the insurance afforded by this policy may be extended by virtue of the Extended Discovery Period shall not in any way increase the limits of liability set forth in the Declarations.

All other terms and conditions remain unchanged.

L Calhoun

Authorized Represe

3/20/85 sf

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured: WASTE MANAGEMENT, INC., ETAL

Policy No.: IE 100287

Endorsement No.: 3

Effective Date: April 25, 1984

AMENDMENT OF EXCLUSION NO. 2

It is hereby agreed that Exclusion No. 2 is deleted and replaced by:

2. to claims proximately caused by environmental impairments in respect of which any executive director or any officer of the Insured or any member of the Insured's Environmental Management Department was aware of willful non-compliance with any applicable statute or regulation or instruction relating to environmental impairment issued by competent authority PROVIDED ALWAYS that until next renewal date of this policy this exclusion shall not apply where the Insured is operating under conditions of non-compliance under a permit or order of such authority and with good faith efforts to comply as soon as can reasonably be expected of the Insured with any applicable statute or regulation or instruction issued by that authority;

All other terms and conditions remain unchanged.

Authorized Representative

6/13/84 sf

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured: WASTE MANAGEMENT, INC., ETAL

Policy No.: IE 100287
Endorsement No.: 4
Effective Date: April 25, 1984

AMENDMENT OF EXCLUSION NO. 3

It is hereby agreed that Exclusion No. 3 is deleted and replaced by:

3A. to claims for the costs or expenses of, but not liability arising out of:

(a) correcting or improving any conditions on the premises of the Insured,

(b) neutralizing, restoring, landfilling, cleaning up or inactivating any waste disposal sites,

(c) any maintenance operation;

3B. to claims arising out of the deliberate and intentional dumping of toxic or radioactive substances in international waters;

All other terms and conditions remain unchanged.

6/13/84 sf

Authorized Representativ

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured:

WASTE MANAGEMENT, INC., ETAL

Policy No.: IE 100287

Endorsement No.: 5

Effective Date: April 25, 1984

AMENDMENT OF EXCLUSION NO. 4

It is hereby agreed that Exclusion No. 4 is deleted and replaced by:

4. to claims arising from the ownership or possession by or on behalf of the Insured of:

   (a) oil or gas platforms, or

   (b) deep water ports.

   However, it is further understood and agreed that the Insured's operations in, or out of, a deep water port shall not constitute ownership or possession of such deep water ports.

All other terms and conditions remain unchanged.

Authorized Representative

6/13/84 sf

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured:

WASTE MANAGEMENT, INC., ETAL

Policy No.: IE 100287

Endorsement No.: 6

Effective Date: April 25, 1984

DELETION OF EXCLUSION NO. 5

It is hereby agreed that Exclusion No. 5 is deleted in its entirety.

All other terms and conditions remain unchanged.

6/13/84 sf

Authorized Representative

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured:
WASTE MANAGEMENT, INC., ETAL

Policy No.: IE 100287
Endorsement No.: 7
Effective Date: April 25, 1984

CLARIFICATION OF EXCLUSION NO. 6(b)

1) The term "vessel" shall not mean barges.

2) This exclusion shall, with respect to vessels or watercraft only, exclude claims for damages arising out of the hazards which are covered by the Insured's:

(a) MARINE HULL PROTECTION AND INDEMNITY POLICY, or

(b) STACK POLLUTION LIABILITY POLICY.

All other terms and conditions remain unchanged.

Authorized Representative

6/13/84 sf

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured:
WASTE MANAGEMENT, INC., ETAL

Policy No.: IE 100287
Endorsement No.: 8
Effective Date: April 25, 1984

DELETION OF EXCLUSION NO. 8(b)

It is hereby agreed that Exclusion 8(b) is deleted in its entirety.

All other terms and conditions remain unchanged.

6/13/84 sf

Authorized Representative

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured:
WASTE MANAGEMENT, INC., ETAL

Policy No.: IE 100287
Endorsement No.: 9
Effective Date: April 25, 1984

SUDDEN AND ACCIDENTAL IMPAIRMENTS - "DIC" COVERAGE

It is hereby agreed that Exclusion 9 shall not apply to any claim which is denied by the Insured's Comprehensive General Liability and/or Umbrella Liability carrier(s) solely by reason of its/their policy's pollution exclusion.

All other terms and conditions remain unchanged.

6/13/84 sf

Authorized Representative

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured:

WASTE MANAGEMENT, INC., ETAL

Policy No.: IE 100287

Endorsement No.: 10

Effective Date: April 25, 1984

WORLDWIDE COVERAGE

It is hereby agreed that the policy Territory is deleted entirely, and this policy shall apply worldwide.

All other terms and conditions remain unchanged.

Authorized Representative

6/13/84 sf

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured:

WASTE MANAGEMENT, INC., ETAL

Policy No.: IE 100287

Endorsement No.: 11

Effective Date: April 25, 1984

AMENDMENT OF CANCELLATION PROVISION

It is hereby agreed that:

1) The Company shall give 30 days Notice of Cancellation because of non-payment of deductible (in lieu of 10 days).

2) Paragraph 6(b), OTHER CONDITIONS, is hereby deleted.

All other terms and conditions remain unchanged.

Authorized Representative

6/13/84 sf

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured: WASTE MANAGEMENT, INC., ETAL

Policy No.: IE 100287
Endorsement No.: 12
Effective Date: April 25, 1984

AMENDMENT OF UNDERWRITING INSPECTION

It is hereby agreed that Other Conditions No. 7 is deleted and replaced by:

The Company or their representatives, (as designated by the Company in writing), shall at all reasonable times have access to Insured's property to which this Policy relates, for the purpose of conducting inspections. Such access and inspections shall always be carried out without detriment to the health and safety of persons or the orderly conduct of operations on the Insured's premises.

All such inspections shall be in the presence of a designated representative of the Insured. In the event of any defect or danger being apparent to the Company which the Insured can reasonably be expected to correct or minimize, the Company without prejudice to the provisions of Exclusion 4, may give notice in writing to the Insured, and thereupon all liability of the Company in respect of such defect or danger or arising therefrom shall be suspended until the same be corrected or minimized to the satisfaction of the Company.

Neither the rights of the Company and any other person or organization to make such inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property is safe or in compliance with any law, rule or regulation.

All other terms and conditions remain unchanged.

6/13/84 sf

Authorized Representative

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured.

WASTE MANAGEMENT, INC., ETAL

Policy No.: IE 100287
Endorsement No.: 13
Effective Date: April 25, 1984

MUTUAL SELECTION OF COUNSEL

In the event of a claim which, in the judgement of the Company, must be assigned to outside counsel for investigation and handling, the Company shall confer with the Insured as to selection of appropriate qualified counsel, and the Company shall not select outside counsel which is unacceptable to the Insured.

All other terms and conditions remain unchanged.

6/13/84 sf

Authorized Representative

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured:
WASTE MANAGEMENT, INC., ETAL

Policy No.: IE 100287
Endorsement No.: 14
Effective Date: April 25, 1984

DEFINITION OF PROPERTY DAMAGE

It is hereby agreed that the definition of Property Damage is deleted and replaced by:

Property Damage means, whenever used in this policy, physical injury to or destruction of tangible property, including consequential loss of use of tangible property whether or not physically injured or destroyed.

All other terms and conditions remain unchanged.

Authorized Representative

6/13/84 sf

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured:

WASTE MANAGEMENT, INC., ETAL

Policy No.: IE-100287

Endorsement No.: 15

Effective Date: April 25, 1984

ADDITIONAL INSURED ENDORSEMENT

It is hereby agreed that The Society of the Divine Word, an Illinois not-for-profit Corporation, and Missionary Sisters Servants of the Holy Spirit, and Illinois not-for-profit Corporation, are included as additional Insureds but only as such insurance relates directly or indirectly to the sanitary landfill at Techny, Illinois, known as Lake Landfill, operated by Waste Management of Illinois, Inc.

All other terms and conditions remain unchanged.

6/13/84 sf

Authorized Representative

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured

WASTE MANAGEMENT, INC., ETAL

Policy No. IE 100287

Endorsement No.. 16

Effective Date: April 25, 1984

AMENDMENT OF CANCELLATION PROVISION – ILLINOIS

It is understood and agreed that:
OTHER CONDITIONS entitled, Cancellations, 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 representatives or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. If cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium.

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 representative, 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 non-payment 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.

If cancelled by the Company, earned premium shall be computed pro rata. Premium adjustment may be at the time cancellation is effected or as soon as practicable thereafter.

All other terms and conditions remain unchanged.

6/13/84 sf
EIC 4 12177

Authorized Representative

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured:
WASTE MANAGEMENT INC., ET AL

Policy No.: IE 100287
Endorsement No.: 17
Effective Date: October 24, 1984

ADDITIONAL COVERED LOCATIONS

In consideration of an additional premium of $87,500.00 (P/R of $175,000 Annual), it is hereby agreed that this policy covers at approximately 60-65 sites, representing the net acquisition from SCA by the Insured. Exact list of locations, and required engineering risk assessment reports to be furnished to underwriters.

All other terms and conditions remain unchanged.
mjg
12/19/84

Authorized Representative

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured: WASTE MANAGEMENT, INC.

Policy No.: IE 100287
Endorsement No.: 18
Effective Date: January 1, 1985

COVERAGE FOR SUDDEN, ACCIDENTAL IMPAIRMENTS & AUTOMOBILES

In consideration of an additional premium of $82,992.00, it is hereby agreed that exclusions 6(a) and 9 are deleted in their entirety.

All other terms and conditions remain unchanged.

1/21/84

jj

Authorized Representative

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured

WASTE MANAGEMENT, INC.

Policy No.: IE 100287
Endorsement No.: 19 (Page 1 of 2)
Effective Date: January 1, 1985

HAZARDOUS WASTE MANAGEMENT LIABILITY AMENDATORY ENDORSEMENT
(MICHIGAN)

This endorsement changes the policy effective on the inception date of the policy or as of the date indicated below. Attachment of this endorsement to the General Liability policy will fulfill the insurance requirements and administrative rules R. 299.6504 and/or R. 299.6802 of the Michigan Administrative Code.

Insurance Co. American Motorists Date Effective January 1, 1984
Policy No. 3YM 445 335-01 Policy Period January 1, 1984 To January 1, 1985
License Applicant Waste Management, Inc.

The insurance afforded with respect to sudden and Accidental Occurrences is subject to all of the terms and conditions of the policy provided however that any provosion of the policy inconsistent with sections A through E of this form are amended to conform with sections A through E.

A. Limits of Liability as respects bodily Injury are provided in the amount of:

$1,000,000. Per Occurrence

$1,000,000. Annual Aggregate

Limits of Liability as respects property damage are provided in the amount of:

$1,000,000. Per Occurrence

$1,000,000. Annual Aggregate

The following deductibles apply:

$Per Dec. Page Per Occurrence-Bodily Injury Liability & Property Damage Liability Combined

B. Legal defense costs are covered in addition to the stated limit(s) of liability in this policy.

C. No Exclusion of Liability coverage relating to pollutants, contaminants or irritants applies if an occurrence is sudden and accidental.

All other terms and conditions remain unchanged.

1/21/85
jj

E Calhoun
Authorized Representative

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured:

WASTE MANAGEMENT, INC.

Policy No.: IE 100287

Endorsement No.: 19 (Page 2 of 2)

Effective Date: January 1, 1985

D. The license applicant named above is a Named Insured under the policy.

E. The company will provide the Hazardous Waste Division, Department of Natural Resources, State of Michigan, P. O. Box 30038, Lansing, MI 48909 with at least thirty (30) days written notice of cancellation of this policy on coverage in any of the provisions of this endorsement for any reason.

All other terms and conditions remain unchanged.

E. Calhoun

Authorized Representative

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured: WASTE MANAGEMENT, INC.

Policy No.: IE 100287
Endorsement No.: 20 (Page 1 of 2)
Effective Date: January 1, 1985

HAZARDOUS WASTE MANAGEMENT LIABILITY AMENDATORY ENDORSEMENT
(MICHIGAN)

This endorsement changes the policy effective on the inception date of the policy or as of the date indicated below. Attachment of this endorsement to the general liability policy will fulfill the insurance requirements of the State of Michigan Act 64, P.A. 1979 (Hazardous Waste Management Act) and Administrative Rules R. 299.6802 of the Michigan Administrative Code.

Insurance Co. American Motorists Insurance Co. Date Effective January 1, 1984
Policy No. 3ZM 445 335-01 Policy Period January 1, 1984 To January 1, 1985
License Applicant Waste Research & Reclamation, Inc.

The insurance afforded with respect to sudden and accidental occurrences is subject to all of the terms and conditions of the policy provided however that any provision of the policy inconsistent with Sections A through F of this form are hereby amended to conform with Sections A through F.

A. Limits of Liability as respects Bodily Injury are provided in the amount of: $1,000,000. Each Accident

   Limits of Liability as respects Property Damage are provided in the amount of: $1,000,000. Each Accident

   The following deductible apply: (if none, so state)
   $ Per Dec. Page Each Accident - Bodily Injury and Property Damage Liability Combined

B. Legal defense costs are covered in addition to the state limit(s) of liability in this policy.

C. Check and complete one of the following as appropriate:

   [x] It is understood and aggreed that the liability insurance provided by this policy applies to any owned, non-owned, hired or leased vehicle operated or used by the insured.

D. No exclusion of liability coverage relating to pollutants, contaminents or irritants applies if an occurrence is sudden and accidental.

All other terms and conditions remain unchanged.

Authorized Representative

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured:

WASTE MANAGEMENT, INC.

Policy No.: IE 100287

Endorsement No.: 20 (Page 2 of 2)

Effective Date: January 1, 1985

E. The company will provide the Hazardous Waste Division, Department of Natural Resources, State of Michigan, P.O. Box 30038, Lansing, MI 48909 with at least thirty (30) days written notice of cancellation of this policy on coverage in any of the provisions of this endorsement for any reason.

F. The license applicant named above is a Named Insured under the policy.

All other terms and conditions remain unchanged.

S. Calhoun

Authorized Representative

Evanston Insurance Company
EVANSTON, ILLINOIS

Endorsement

Named Insured:
WASTE MANAGEMENT, INC.

Policy No.: IE 100287
Endorsement No.: 20 (Page 1 of 2) Revised
Effective Date: January 1, 1985

HAZARDOUS WASTE MANAGEMENT LIABILITY AMENDATORY ENDORSEMENT
(MICHIGAN)

This endorsement changes the policy effective on the inception date of the policy or as of the date indicated below. Attachment of this endorsement to the general liability policy will fulfill the insurance requirements of the State of Michigan Act 64, P.A. 1979 (Hazardous Waste Management Act) and Administrative Rules R. 299.6802 of the Michigan Administrative Code.

Insurance Co. Evanston Insurance Company Date Effective January 1, 1985
Policy No. IE 100287 Policy Period April 25, 1984 To April 25, 1985
License Applicant Waste Research & Reclamation, Inc.

The insurance afforded with respect to sudden and accidental occurrences is subject to all of the terms and conditions of the policy provided however that any provision of the policy inconsistent with Sections A through F of this form are hereby amended to conform with Sections A through F.

A. Limits of Liability as respects Bodily Injury are provided in the amount of:
$ 1,000,000. Each Accident

Limits of Liability as respects Property Damage are provided in the amount of:
$ 1,000,000. Each Accident

The following deductible apply: (if none, so state)
$ Per Dec Page Each Accident - Bodily Injury and Property Damage Liability Combined

B. Legal defense costs are covered in addition to the state limit(s) of liability in this policy.

C. Check and complete one of the following as appropriate:

[X] *It is understood and agreed that the liability insurance provided by this policy applies to any owned, non-owned, hired or leased vehicle operated or used by the insured.*

All other terms and conditions remain unchanged.

Authorized Representative

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured:

WASTE MANAGEMENT, INC.

Policy No.: IE 100287

Endorsement No.: 20 (Page 2 of 2) Revised

Effective Date: January 1, 1985

D. No exclusion of liability coverage relating to pollutants, contaminants or irritants applies if an occurrence is sudden and accidental.

E. The company will provide the Hazardous Waste Division, Department of Natural Resources, State of Michgian, P.O. Box 30038, Lansing, MI 48909 with at least thirty (30) days written notice of cancellation of this policy on coverage in any of the provisions of this endorsement for any reason.

F. The license applicant named above is a Named Insured under the policy.

All other terms and conditions remain unchanged.

Authorized Representative

2/27/85 sf

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured: WASTE MANAGEMENT, INC.

Policy No. IE 100287

Endorsement No.: 21 (Page 1 of 2)

Effective Date: January 1, 1985

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE
FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle machine, truck, tractor, trailer, or semitrailer with a gross vehicle weight rating of 10,000 pounds or more propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage or potential for damage to human health, the natural environment, fish, shellfish and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

This insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the Policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded for public liability does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo.

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain and action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

[x] This insurance is primary and the company shall not be liable for amounts in excess of $500,000. for each accident.

[ ] This insurance is excess and the company shall not be liable for amounts in excess of $_____ for each accident in excess of the underlying limit of $_____ for each accident.

Whenever required by the Bureau or the ICC the company agrees to furnish the Bureau or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the Bureau or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is:_____.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC"s jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

All other terms and conditions remain unchanged.

1/21/84
jj

Authorized Representative

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured:
WASTE MANAGEMENT, INC., ET AL

Policy No.: IE 100287
Endorsement No.: 22
Effective Date: January 1, 1985

CLARIFICATION OF POLICY

In connection with the coverage afforded for sudden, accidental occurrences (See Endorsement 18), it is further agreed that the definition of Environmental Impairements.

Environmental Impairment, whenever used in this policy means any one or a combination of the following:

(a) Emission, discharge, dispersal, disposal, release, escape or seepage 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 watercourse or body of water;

(b) the general of odor, noises, vibrations, light, electricity, radiation, changes in temparature or any other sensory phenomena;

arising out of or in the course of the Insured's operations, installations or premises, all as specifically described in the Declarations.

All other terms and conditions remain unchanged.

mjg
2/19/85

Authorized Representative

Evanston Insurance Company

EVANSTON, ILLINOIS

Endorsement

Named Insured:

WASTE MANAGEMENT, INC., ETAL

Policy No.: IE 100287
Endorsement No.: 23
Effective Date: April 25, 1985

PURCHASED CLAIMS DISCOVERY EXTENSION

In consideration of the payment of the additional premium indicated below and subject to all the terms, limits of liability, exclusions and conditions of this policy, it is understood and agreed:

1) That the coverage of this policy is hereby extended to apply to claims first made against the insured during the twelve (12) calendar months immediately following April 25, 1985, the effective date of cancellation or non-renewal of this policy, except that as respects coverage provided by Endorsement #18 as relates to sudden accidental impairments, the extension applies to claims first made against the Insured during the 30 days immediately following April 25, 1985.

2) That the extension of coverage referred to in paragraph 1. hereof shall apply only to claims which arise by reason of occurrence(s) which took place subsequent to the retroactive date and prior to the effective date of such cancellation or non-renewal of this policy and which is otherwise covered thereunder. This twelve (12) calendar month (or 30 day in the case of sudden & accidental impairments) interval shall be hereinafter referred to as the extended claims discovery period.

3) That immediately upon the commencement of this extended claims discovery period, the entire premium therefore shall be deemed earned, and in the event the insured terminates this insurance before its term for any reason, the company shall not be liable to return to the insured any portion of the premium paid for this endorsement.

4) That nothing contained in this endorsement shall in any way increase the limits of liability set forth in the declarations of the policy.

Additional Premium $547,517.00

All other terms and conditions remain unchanged.

Authorized Representative

4/19/85 sf

ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE

In consideration of the payment of the premium, the undertaking of the Named Insured to pay the deductible as described herein and in the amount stated in the Declarations, in reliance upon the statements in the application attached hereto and made a part hereof, and subject to the limits of liability shown in the Declarations, and subject to all the terms of this insurance, the Company agrees with the Named Insured as follows:

The Insured

The Insured: The unqualified word "Insured", whenever used in this policy, means:

(a) the Named Insured designated in the Declarations;

(b) if the Named Insured designated in the Declarations is an individual, the person so designated but only with respect to his conduct of business as a sole proprietor;

(c) if the Named Insured designated in the Declarations is 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;

(d) if the Named Insured designated in the Declarations is other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof but only with respect to his liability as such;

(e) any employee of the Named Insured solely while acting within the scope of his duties as such;

(f) as respects the liability of each Insured as is otherwise covered herein, the heirs, executors, administrators, assigns and legal representatives of each Insured above in the event of his death, incapacity or bankruptcy.

This policy does not apply to environmental impairment 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 the Declarations as a Named Insured.

The Coverage

1. **Environmental Impairment Liability and Claims Made Clause:** To pay on behalf of the Insured all sums in excess of the deductible amount stated in the Declarations which the Insured shall become legally obligated to pay as damages as a result of CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD for

(a) Personal injury;

(b) Property damage;

(c) Impairment or diminution of or other interference with any other environmental right or amenity protected by law;

caused by environmental impairment in connection with the business of the Insured as described in the Declarations PROVIDED ALWAYS THAT SUCH environmental impairment is sustained in whole or in part subsequent to the Retroactive Date stated in the Declarations.

It is a condition precedent to coverage under this policy that all claims be reported in compliance with the section CLAIMS 1: NOTICE OF CLAIM.

Claim means, whenever used in this policy, a demand received by the Insured for money or services, including the service of suit or institution of arbitration proceedings against the Insured.

Damages means, whenever used in this policy, a monetary judgment award or settlement and does not include fines or statutory penalties whether imposed by law or otherwise.

Environmental Impairment, whenever used in this policy means any one or a combination of the following:

(a) Emission, discharge, dispersal, disposal, release, escape or seepage 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 watercourse or body of water;

(b) the generation of odor, noises, vibrations, light, electricity, radiation, changes in temperature or any other sensory phenomena;

arising out of or in the course of the Insured's operations, installations or premises, all as specifically described in the Declarations provided (a) or (b) is not sudden and accidental.

Personal Injury means, whenever used in this policy, bodily injury, mental anguish, shock, sickness, disease, disability or death at any time resulting therefrom.

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Property damage means, whenever used in this policy, physical injury to or destruction of tangible property, including *consequential loss of use thereof.*

Policy period means, whenever used in this policy, the period from the inception date of this policy to the policy expirations date as set forth in the Declarations.

2. Clean up Costs Reimbursement: The Company shall further reimburse the Insured for costs and expenses of operations designed to remove, neutralize or clean up outside of the Insured's premises any substance released or escaped which had caused environmental impairment, or could cause Environmental Impairment if not removed, neutralized or cleaned up, to the extent that such costs and expenses have been incurred or have become payable by the Insured as a result of a legal obligation or in the endeavor to avert a loss covered by this policy, provided that such costs and expenses, except in respect of emergency measures undertaken to avert loss, are incurred with prior written consent of the Company. In the event of a disagreement between the Insured and the Company arising out of the withholding of consent by the Company, the Insured and the Company agree to submit such dispute to binding arbitration in accordance with the rules of the American Arbitration Association. If such costs or expenses are incurred by the Insured and if, with regard to the substance concerned, damages as referred to in THE COVERAGE 1 above shall be subsequently claimed from the Insured within a period not exceeding twelve (12) months from the date of the commencement of the operations mentioned above, then the date of commencement shall be deemed the date on which the claim is first made against the Insured.

3. Defense, Settlement: With respect to the insurance afforded by this policy, the Company shall defend any claim against the Insured including the appeal thereof seeking damages to which this insurance applies even if any of the allegations of the suit are groundless, false or fraudulent. It is further agreed that the Company 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 or to continue to defend any suit or claim after the applicable limit of the Company's liability has been tendered to the Insured or the claimant or claimants, or has been exhausted by payment of judgments, settlements, costs and claims expenses relating thereto.

The Exclusions

This policy does not apply:

1. (a) any obligation for which the Insured or any carrier as its insurer may be held liable under Workers' Compensation, unemployment compensation or disability benefits law, or similar law;

   (b) to claims for personal injury to any employee of the Insured arising out of and in the course of his employment by the Insured;

2. to claims arising from environmental impairment in respect of which any executive director or any officer of the Insured or any employee with specific responsibility for environmental control was aware of noncompliance with any applicable statute or regulation or instruction relating to environmental impairment issued by competent authority PROVIDED ALWAYS that until next renewal date of this policy this exclusion shall not apply where the Insured is operating under conditions of noncompliance under a permit or order of such authority and with good faith efforts to comply as soon as can reasonably be expected of the Insured with any applicable statute or regulation or instruction issued by that authority;

3. to claims for or costs or expenses of or in connection with:

   (a) any conditions on the premises of the Insured,

   (b) neutralizing, restoring, landfilling, cleaning up or inactivating any waste disposal sites,

   (c) any maintenance operation,

   (d) the dumping of toxic or radioactive substance in international waters;

4. to claims arising from the ownership, possession or use by or on behalf of the Insured of:

   (a) oil or gas platforms, or

   (b) deep water ports.

Unless specifically endorsed hereon, this policy further does not apply:

5. to liability of others assumed by the Insured under contract or agreement, unless such liability would have attached to the Insured even in the absence of such agreement;

6. to claims arising from the ownership, possession or use by or on behalf of the Insured of:

   (a) any automobile (meaning a land motor vehicle, trailer or semitrailer designed for travel on public roads and subject to motor vehicle registration), including any machinery or apparatus attached thereto;

   (b) any vessel or craft made or intended to float on or in or through water, air or space;

7. to claims arising from the ownership, possession or operations of airports;

8. to claims arising out of:

(a) goods or products including containers thereof, manufactured by the Insured, after possession has been relinquished by the Insured, or

(b) operations or other services performed away from the Insured's premises by the Insured for others after such operations or services have been completed;

9. to claims arising from environmental impairment which is sudden and accidental;

10. to claims for damage to property:

(a) owned or occupied by or rented to any Insured, or

(b) used by any Insured, or

(c) in the care, custody or control of any Insured or as to which any Insured is for any purpose exercising physical control.

Territory

The insurance afforded by this policy applies to claims brought in the United States of America, its territories or possessions and Canada, arising out of environmental impairment within the United States of America, its territories or possessions and Canada.

Limits of Liability

1. Limits of Liability: Regardless of the number of persons or entities insured hereunder, the liability of the Company for CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD is limited as follows:

(a) The total liability of the Company for all claims including loss payments, claim expenses and clean up costs incurred hereunder as the result of each environmental impairment shall not exceed the limit of liability stated in Item 4A of the Declarations.

(b) Subject to the provision above, the total liability of the Company shall not exceed the limit of liability stated in Item 4B of the Declarations.

2. Deductible: The deductible amount stated in the Declarations shall be paid by the Named Insured and shall be applicable to each environmental impairment and shall include loss payments, claim expenses and clean up costs, whether or not loss payment is made.

Such amounts shall, upon written demand by the Company, be paid by the Named Insured within ten (10) days.

The determination of the Company as to the reasonableness of the claim expenses shall be conclusive on the Named Insured.

3. Multiple Insureds, Claims and Claimants: The inclusion herein of more than one Insured or the making of claims or the bring of suits by more than one person or organization shall not operate to increase the Company's limit of liability. Two or more claims made against the Insured during the policy period arising out of each environmental impairment shall be treated as one claim.

Claims expenses means, whenever used in this policy:

(a) fees charged by any lawyer designated by the Company;

(b) fees charged by any lawyer designated by the Insured with the written consent of the Company.

(c) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim, if incurred by the Company;

However, "claim expenses" does not include salary charges of regular employees or officials of the Company or of any supervisory counsel retained by the Company.

Claims

1. Notice of Claim: As a condition precedent to his right to the protection afforded by this policy, the Insured shall, as soon as practicable, give to the Company written notice directed to SHAND, MORAHAN & COMPANY, INC. One American Plaza, Evanston, Illinois 60201, of any claim made against him.

In the event suit is brought against the Insured, the Insured shall IMMEDIATELY forward to the Company through SHAND, MORAHAN & COMPANY, INC. every demand, notice, summons or other process received by him or by his representatives.

2. Assistance and Cooperation of the Insured: The Insured shall cooperate with the Company and upon the Company's request shall submit to examination and interrogation by a representative of the Company, under oath if required, and shall attend hearings.

depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, as well as in the giving of a written statement or statements to the Company's representatives and meeting with such representatives for the purpose of investigation and/or defense, all without charge to the Company. The Insured shall further cooperate with the Company and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment which the Insured may have. The Insured shall not, except at his own cost, make any payment, admit any liability, settle any claims, assume any obligation or incur any expense without the written consent of the Company.

3. 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 the claim to prejudice such rights.

4. Action Against the 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 fully and finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

5. False or Fraudulent Claims: If any Insured shall commit fraud in proffering any claim as regards amount or otherwise, the insurance shall become void as to such Insured from the date such fraudulent claim is proffered.

Other Conditions

1. Application: By acceptance of this policy, the Insured agrees that the statements in the application are his representations, that they shall be deemed material and 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.

2. Prevention of Loss: In the event of any environmental impairment or knowledge of any circumstances, not previously disclosed that might reasonably be expected to result in an environmental impairment, the Insured shall promptly, take all reasonable steps to prevent injury or damage from arising out of the impairment or circumstances and notify the Company of such circumstances or preventative measures.

3. Other Insurance: This insurance shall be in excess of the amount of the applicable deductible of this policy and any other valid and collectible insurance available to the Insured whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the limits of liability provided in this policy.

4. Changes: Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Company 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 the policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

5. Assignment: Assignment of interest under this policy shall not bind the Company unless its consent is endorsed hereon.

6. Cancellation: This policy may be cancelled by the Named Insured by surrender thereof to the Company or to Shand, Morahan & Company, Inc., One American Plaza, Evanston, Illinois 60201 or by mailing to the aforementioned written notice stating when thereafter such cancellation shall be effective. If cancelled by the Insured the Company shall retain the customary short rate proportion of the premium.

This policy may not be cancelled by the Company during its term except for the following reasons:

(a) If the Insured fails to pay any premium or deductible when due, or

(b) fails to comply with any of the terms and conditions of this policy,

then this policy may be cancelled by the Company or by Shand, Morahan & Company, Inc. by mailing to the Named Insured written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforementioned shall be sufficient notice and the effective date of cancellation stated in any notice shall become the end of the policy period. Delivery of such written notice by the Named Insured, the Company or Shand, Morahan & Company, Inc., shall be the equivalent to mailing.

If cancelled by the Company or Shand, Morahan & Company, Inc., earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter.

7. Underwriting Inspection: Any of the Company's authorized representatives shall have the right and opportunity when the Company so desires, to inspect at any reasonable time the Insured's premises and all products, ways, works, machinery and appliances, but neither the Company nor its authorized representatives assumes any responsibility or duty by reason of such underwriting inspection to the Insured or to third persons, such inspection being for underwriting purposes only. Any inspections hereunder are not for safety nor to advise the Insured with respect to his operations and are not to be relied upon. The Insured agrees to provide appropriate personnel to assist the Company's representatives during any underwriting inspection.

SM 1409 4/80

Definitions-Reference

Certain words are specifically defined for the policy and the definitions are to be found in the sections set forth below:

Claim, environmental impairment, personal injury, policy period, property damage **See The Coverage**

Claim expenses **See Limits of Liability**

Reliance National Indemnity Company

A Reliance Group Holding Company
Home Office: Madison, Wisconsin
Administrative Office: 77 Water Street, New York, NY 10005

Renewal of NEW

NGB0149781 00

COMMERCIAL LINES POLICY
COMMON POLICY DECLARATIONS

Named Insured and P.O. Address (No., Street, Town, County, State, Zip)

WASTE MANAGEMENT, INC.
1001 FANNIN STREET
SUITE 4000
HOUSTON, TX 77002

Producer Code, Name and Address

81253
EMAR GROUP, INC.
354 EISENHOWER PARKWAY
LIVINGSTON, NJ 07039-0459

Policy Period: From 11/01/98 **To:** 1/01/99
at 12:01 A.M., Standard Time at your mailing address shown above.

Business Description:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM *MAY BE SUBJECT TO ADJUSTMENT.*

	PREMIUM
Commercial Property Coverage Part	$ NOT COVERED
Commercial General Liability Coverage Part	$ 1,201,921.00
Commercial Crime Coverage Part	$ NOT COVERED
Commercial Inland Marine Coverage Part	$ NOT COVERED
Commercial Automobile Coverage Part	$ NOT COVERED
	$
	$
	$
TOTAL	$ 1,201,921.00

Premium shown is payable: $ at inception; $ 1st Anniversary; $ 2nd Anniversary

Form(s) and Endorsement(s) made a part of this policy at time of issue*:

SEE SCHEDULE A - SCHEDULE OF FORMS AND ENDORSEMENTS

* Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the company.

Jeffrey A. Welikson
Secretary

President

Countersigned by Authorized Representative _____ Date 1/29/99

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENT, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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RN 00 P002 01 0498

COMMERCIAL GENERAL LIABILITY COVERAGE PART
DECLARATIONS

NEW
Renewal of Number *

ISSUE DATE: 1/29/99

Policy Number NGB0149781 00

Named Insured and Mailing Address (No. Street, Town or City, County, State, Zip Code) *

WASTE MANAGEMENT, INC.
1001 FANNIN STREET
SUITE 4000
HOUSTON, TX 77002

Policy Period *: From 11/01/98 to 1/01/ 99
at 12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products - Completed Operations)	$ 2,000,000	
Products - Completed Operations Aggregate Limit	$ 2,000,000	
Personal and Advertising Injury Limit	$ 1,000,000	
Each Occurrence Limit	$ 1,000,000	
Fire Damage Limit	$ 1,000,000	Any One Fire
Medical Expense Limit	$ 0	Any One Person

RETROACTIVE DATE (CG 00 02 only)

Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any shown, here: (Enter Date or "None" if no Retroactive Date applies)

NONE

DESCRIPTION OF BUSINESS AND LOCATION OF PREMISES

Form of Business:

☐ Individual ☐ Joint Venture ☐ Partnership ☒ Organization (Other than Partnership or Joint Venture)

Business Description *:

Location of All Premises You Own, Rent or Occupy: 0

PREMIUM

Classification	Code No.	Premium Basis	Rate Pr/Co	Rate All Other	Advance Premium Pr/Co	Advance Premium All Other
SEE ATTACHED SCHEDULE						

Total Advance Premium $1,201,921.00

Premium shown is payable *: $ at inception; $ 1st Anniversary: $ 2nd Anniversary

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue **:

SEE SCHEDULE A - SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: *

By _____ *
Authorized Representative

* Entry optional if shown in Common Policy Declarations.

** Forms and Endorsements applicable to this coverage Part omitted if shown elsewhere in the policy.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc. 1982, 1984

(The Attaching Clause need be co[redacted]ted only when this endorsement is issued [redacted]sequent tc preparation of the policy.)

GU 207
(6-78)

ENDORSEMENT

This endorsement, effective on 11-1-98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the RELIANCE NATIONAL INDEMNITY COMPANY

Issued to WASTE MANAGEMENT, INC.

Authorized Representative

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF $7,197,135, IT IS HEREBY AGREED THAT THIS POLICY IS EXTENDED TO EXPIRE 1/1/00. THE RATES AND EXPOSURE ARE AS FOLLOWS:

PREMIUM COMPUTATION SCHEDULE

EXPOSURE BASIS: .58662 PER $1,000 OF SALES

	EXPOSURE	RATE	PREMIUM
ALL STATES	$12,000,000,000	.58662	$7,039,360
PUERTO RICO		FLAT CHARGE	$157,775
			$7,197,135

INSTALLMENT SCHEDULE

DATE DUE	PREMIUM
1/1/99	$599,764
2/1/99	$599,761
3/1/99	$599,761
4/1/99	$599,761
5/1/99	$599,761
6/1/99	$599,761
7/1/99	$599,761
8/1/99	$599,761
9/1/99	$599,761
10/1/99	$599,761
11/1/99	$599,761
12/1/99	$599,761

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

GU 207
(6-78)

ENDORSEMENT A

This endorsement, effective on 11/01/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB0149781 00 of the RELIANCE NATIONAL INDEMNITY CO

Issued to WASTE MANAGEMENT, INC.

Authorized Representative

SCHEDULE OF FORMS AND ENDORSEMENTS

CG0001	10/93	COMMERCIAL GENERAL LIABILITY COVERAGE FORM (OCCURRENCE VERSION)
IL0017	11/98	COMMON POLICY CONDITIONS
IL0021	11/85	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
GU207	06/78	ENDT # 1 NAMED INSURED
GU207	06/78	ENDT # 2 PREMIUM COMPUTATION SCHEDULE
GU207	06/78	ENDT # 3 NOTICE OF CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE
GU207	06/78	ENDT # 4 PERSONAL INJURY EXCLUSION
GU207	06/78	ENDT # 5 KNOWLEDGE OF OCCURRENCE
GU207	06/78	ENDT # 6 UNINTENTIONAL ERRORS OR OMISSIONS
GU207	06/78	ENDT # 7 WAIVER OF TRANSFER OF RIGHTS TO RECOVERY AGAINST OTHERS TO US
GU207	06/78	ENDT # 8 OTHER INSURANCE MODIFICATION
GU207	06/78	ENDT # 9 MODIFICATION OF INSURED
GU207	06/78	ENDT # 10 CONTRACTUAL LIABILITY MODIFICATION
GU207	06/78	ENDT # 11 CROSS LIABILITY
GU207	06/78	ENDT # 12 EXTENDED FIRE DAMAGE LIABILITY(SMOKE DAMAGE)
GU207	06/78	ENDT # 13 LIQUOR LIABILITY AMENDMENT
GU207	06/78	ENDT # 14 MOBILE EQUIPMENT AMENDMENT
CG0033	01/96	LIQUOR LIABILITY COVERAGE FORM

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SCHEDULE OF FORMS AND ENDORSEMENTS

GL00R35400	09/95	LEAD LIABILITY EXCLUSION
CG0055	03/97	AMENDMENT OF OTHER INSURANCE CONDITION (OCCURRENCE VERSION)
CG2026	11/85	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
CG2149	01/96	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG2503	03/97	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
CG2504	03/97	DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
GL00R03900	08/93	EMPLOYEE BENEFIT LIABILITY COVERAGE PART DECLARATIONS
GL00R05600	03/94	EXTENDED BODILY INJURY
GL00R05800	03/94	NOTICE OF OCCURRENCE
GL00R05901	10/94	FELLOW EMPLOYEE AMENDMENT
GL00R27100	03/95	INCIDENTAL MALPRACTICE
GL00R34900	09/95	WATERCRAFT EXCLUSION
IL0258	04/98	ARIZONA CHANGES - CANCELLATION AND NONRENEWAL
CG2608	04/90	ARKANSAS CHANGES - MULTI-YEAR POLICIES
IL0231	04/98	ARKANSAS CHANGES - CANCELLATION
IL0270	08/97	CALIFORNIA CHANGES CANCELLATION AND NONRENEWAL
IL0228	04/98	COLORADO CHANGES - CANCELLATION AND NONRENEWAL
IL0260	12/87	CONNECTICUT CHANGES - CANCELLATION AND NONRENEWAL

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SCHEDULE OF FORMS AND ENDORSEMENTS

IL0237	04/98	DELAWARE CHANGES - TERMINATION PROVISIONS
IL0278	04/98	DISTRICT OF COLUMBIA CHANGES - CANCELLATION AND NONRENEWAL
CG0220	03/98	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
IL0262	04/98	GEORGIA CHANGES - CANCELLATION AND NONRENEWAL
IL0204	04/98	IDAHO CHANGES - CANCELLATION AND NONRENEWAL
CG0200	04/87	ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL
CG0123	03/97	INDIANA CHANGES POLLUTION EXCLUSION
IL0158	04/98	INDIANA CHANGES
IL0272	04/98	INDIANA CHANGES - CANCELLATION AND NONRENEWAL
IL0276	04/98	IOWA CHANGES - CANCELLATION AND NONRENEWAL
CG0109	11/85	KANSAS AND OKLAHOMA CHANGES - TRANSFER OF RIGHTS
IL0261	12/89	KANSAS CHANGES - CANCELLATION AND NONRENEWAL
IL0263	04/98	KENTUCKY CHANGES - CANCELLATION AND NONRENEWAL
CG0125	08/97	LOUISIANA CHANGES - INSURING AGREEMENT
CG0126	08/97	LOUISIANA CHANGES - COVERAGE B PERSONAL INJURY LIABILITY
IL0277	05/94	LOUISIANA CHANGES - CANCELLATION AND NONRENEWAL
IL0247	04/98	MAINE CHANGES - CANCELLATION AND NONRENEWAL
IL0913	01/82	INSURANCE INSPECTION SERVICES EXEMPTION FROM LIABILITY
IL0913	04/98	INSURANCE INSPECTION SERVICES EXEMPTION FROM LIABILITY

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SCHEDULE OF FORMS AND ENDORSEMENTS

CG0201	02/86	MARYLAND CHANGES
CG0168	10/92	MICHIGAN CHANGES
IL0286	04/98	MICHIGAN CHANGES - CANCELLATION AND NONRENEWAL
CG2605	10/93	MINNESOTA CHANGES
IL0245	12/97	MINNESOTA CHANGES - CANCELLATION AND NONRENEWAL
IL0282	04/98	MISSISSIPPI CHANGES - CANCELLATION AND NONRENEWAL
IL0274	04/98	MISSOURI CHANGES - CANCELLATION AND NONRENEWAL
GL25R36100	01/96	MONTANA STATE SPECIFIC ENDORSEMENT NOTICE TO POLICYHOLDERS
IL0167	04/98	MONTANA CHANGES - CONFORMITY WITH STATUTES
IL0243	04/98	MONTANA CHANGES
IL0259	12/89	NEBRASKA CHANGES - CANCELLATION AND NONRENEWAL
IL0251	04/98	NEVADA CHANGES - CANCELLATION AND NONRENEWAL
IL0135	12/86	NEW HAMPSHIRE CHANGES - CANCELLATION AND NONRENEWAL
CG2620	10/93	NEW JERSEY CHANGES - LOSS INFORMATION
CG2649	11/98	NEW JERSEY CHANGES-COVERAGE FOR LIABILITY FOR HAZARDS OF LEA D
IL0208	04/98	NEW JERSEY CHANGES - CANCELLATION AND NONRENEWAL
CG0104	04/97	NEW YORK CHANGES - PREMIUM AUDIT
CG0163	01/96	NEW YORK CHANGES -- COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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GU 207
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Authorized Representative

SCHEDULE OF FORMS AND ENDORSEMENTS

CG0166	01/96	NEW YORK CHANGES -- VOLUNTEER FIREFIGHTERS EXCLUSION
CG2621	10/91	NEW YORK CHANGES - TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP
CG2624	08/92	NEW YORK CHANGES - LEGAL ACTION AGAINST US
IL0268	04/98	NEW YORK CHANGES - CANCELLATION AND NONRENEWAL
IL0269	04/98	NORTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL
IL0165	04/98	NORTH DAKOTA CHANGES - EXAMINATION OF YOUR BOOKS AND RECORDS
IL0234	04/98	NORTH DAKOTA CHANGES - CANCELLATION AND NONRENEWAL
IL0179	04/94	OKLAHOMA NOTICE
IL0236	04/98	OKLAHOMA CHANGES - CANCELLATION AND NONRENEWAL
IL0279	04/98	OREGON CHANGES - CANCELLATION AND NONRENEWAL
IL0246	04/98	PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL
IL0910	01/81	PENNSYLVANIA NOTICE
GL38R36100	01/96	RHODE ISLAND NOTICE TO POLICYHOLDERS
IL0128	04/98	RHODE ISLAND CHANGES - PREJUDGEMENT INTEREST
IL0197	04/98	RHODE ISLAND CHANGES
IL0273	04/98	RHODE ISLAND CHANGES - CANCELLATION AND NONRENEWAL
IL0249	06/89	SOUTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL
IL0250	04/98	TENNESSEE CHANGES - CANCELLATION AND NONRENEWAL

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GU 207
(6-78)

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Authorized Representative

SCHEDULE OF FORMS AND ENDORSEMENTS

CG0103	10/93	TEXAS CHANGES - CONDITIONS REQUIRING NOTICE
IL0168	02/94	TEXAS CHANGES DUTIES
IL0275	06/95	TEXAS CHANGES - CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES & CMP POLICIES
CG0186	11/94	UTAH CHANGES
IL0266	04/98	UTAH CHANGES - CANCELLATION AND NONRENEWAL
CG0179	02/87	VIRGINIA CHANGES - AUTO/MOBILE EQUIPMENT AND NONOWNED WATERCRAFT
CG2147	09/89	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2647	05/98	VIRGINIA CHANGES - AMENDMENT OF POLLUTION EXCLUSION
IL0138	03/94	VIRGINIA CHANGES
CG0181	01/96	WASHINGTON CHANGES
GL46R36100	01/96	WASHINGTON STATE SPECIFIC ENDORSEMENT NOTICE TO POLICYHOLDER
CG0124	01/93	WISCONSIN CHANGES - AMENDMENT OF POLICY CONDITIONS
IL0283	04/98	WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL
CG0160	10/93	WYOMING CHANGES
IL0252	04/98	WYOMING CHANGES - CANCELLATION AND NONRENEWAL
IL0265	04/88	HAWAII CHANGES - CANCELLATION AND NONRENEWAL
IL0121	04/98	ALASKA CHANGES ATTORNEYS FEES
IL0280	04/98	ALASKA CHANGES - CANCELLATION AND NONRENEWAL

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

GU 207
(6-78)

ENDORSEMENT A

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Issued to WASTE MANAGEMENT, INC.

Authorized Representative

SCHEDULE OF FORMS AND ENDORSEMENTS

CG0107	10/93	PUERTO RICO CHANGES
GU7966a	05/59	COUNTERSIGNATURE ENDORSEMENT

NOTICES FOR POLICY NGB0149781 00 11/01/98

FORM NO.	DATE	DESCRIPTION
CL723	12/93	COMMERCIAL GENERAL LIABILITY INSURANCE NOTICE TO POLICYHOLDERS
GL00R36200	01/96	NOTICE TO POLICYHOLDERS (FO)
GL00R36300	01/96	NOTICE TO POLICYHOLDERS (FC)
GU527	11/98	NOTICE TO POLICY HOLDER
UG108	10/91	IMPORTANT POLICYHOLDER INFORMATION (ARKANSAS)
EL04R11100	04/93	IMPORTANT INFORMATION TO POLICYHOLDERS
UG128	11/94	IMPORTANT INFORMATION
EL09R10900	04/93	FLORIDA RULE 4-75.001, FLORIDA RULE 38F 44.05 AVAILABILITY OF CONSULTATIVE SERVICES
RN00N02100	02/93	NOTICE TO POLICYHOLDERS - FLORIDA
UG102	07/90	NOTICE TO POLICYHOLDERS-INFORMATION CONCERNING A CLAIM
UG106A	08/92	NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSUR GUARANTY
RN24R00200	03/93	NOTICE TO POLICYHOLDERS - MISSOURI
UG117	09/93	OKLAHOMA FRAUD WARNING ENDORSEMENT
RN41R02600	11/94	TENNESSEE NOTICE TO INSURED
RN42N01400	01/93	IMPORTANT NOTICE
RN42R03000	03/95	TEXAS NOTICE
IL45R01400	11/98	IMPORTANT INFORMATION TO POLICYHOLDER
UG114	02/93	NOTICE OF RIGHT TO FILE A COMPLAINT
GU495	07/96	POLICYHOLDER NOTICE ALASKA ATTORNEY FEES COVERAGE NOTICE A
RN58R03700	08/95	RECOVERY OF AMOUNTS PAID TO THE PUERTO RICO PROPERTY AND CASUALTY INS GUARANTY ASSOC

CG 00 01 10 93

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (Section II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section V).

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. **Insuring Agreement.**

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

      (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III); and

      (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B.

   b. This insurance applies to "bodily injury" and "property damage" only if:

      (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

      (2) The "bodily injury" or "property damage" occurs during the policy period.

   c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. **Exclusions.**

   This insurance does not apply to:

   a. **Expected or Intended Injury**

      "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

   b. **Contractual Liability**

      "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

      (1) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

      (2) That the insured would have in the absence of the contract or agreement.

   c. **Liquor Liability**

      "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

      (1) Causing or contributing to the intoxication of any person;

      (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

      (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

      This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

   d. **Workers' Compensation and Similar Laws**

      Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

   e. **Employer's Liability**

      "Bodily injury" to:

      (1) An "employee" of the insured arising out of and in the course of:

         (a) Employment by the insured; or

         (b) Performing duties related to the conduct of the insured's business; or

      (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of para-

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graph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

f. **Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. **Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment."

h. **Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. **War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. **Damage to Property**

"Property damage" to:

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(1) Property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

k. **Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it.

l. **Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. **Damage to Impaired Property or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. **Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. **Insuring Agreement.**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENT – COVERAGES A AND B.

b. This insurance applies to:

(1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;

(2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

2. **Exclusions.**

This insurance does not apply to:

a. "Personal injury" or "advertising injury":

(1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral or written publication of

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material whose first publication took place before the beginning of the policy period;

(3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or

(4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

b. "Advertising injury" arising out of:

(1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

(2) The failure of goods, products or services to conform with advertised quality or performance;

(3) The wrong description of the price of goods, products or services; or

(4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

COVERAGE C. MEDICAL PAYMENTS

1. **Insuring Agreement.**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. **Exclusions.**

We will not pay expenses for "bodily injury":

a. To any insured.

b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. To a person injured on that part of premises you own or rent that the person normally occupies.

d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. To a person injured while taking part in athletics.

f. Included within the "products-completed operations hazard."

g. Excluded under Coverage A.

h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.

2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $100 a day because of time off from work.

5. All costs taxed against the insured in the "suit."

6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. An organization other than a partnership or joint venture, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with

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respect to their liability as stockholders.

2. Each of the following is also an insured:
   a. Your "employees," other than your "executive officers," but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:
      (1) "Bodily injury" or "personal injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), or to a co-"employee" while in the course of his or her employment or while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.
      (2) "Property damage" to property:
         (a) Owned, occupied or used by,
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

      you, any of your "employees" or, if you are a partnership or joint venture, by any partner or member.
   b. Any person (other than your "employee"), or any organization while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
   a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
   b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

   No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits."
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage C;
   b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum

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of:

a. Damages under Coverage A; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence."

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy.**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit.**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

      (1) How, when and where the "occurrence" or offense took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. If a claim is made or "suit" is brought against any insured, you must:

      (1) Immediately record the specifics of the claim or "suit" and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us.**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance.**

   If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

   a. **Primary Insurance**

      This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

   b. **Excess Insurance**

      This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

      (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

      (2) That is Fire insurance for premises rented to you; or

      (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

      When this insurance is excess, we will have no duty under Coverage A or B to defend any claim

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or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. **Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit.**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations.**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds.**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us.**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew.**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

b. Oral or written publication of material that violates a person's right of privacy;

c. Misappropriation of advertising ideas or style of doing business; or

d. Infringement of copyright, title or slogan.

2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or

c. All parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in a. above; or

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(b) the activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. You have failed to fulfill the terms of a contract or agreement;

   If such property can be restored to use by:

   a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

   b. Your fulfilling the terms of the contract or agreement.

8. "Insured contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

   Paragraph f. does not include that part of any contract or agreement:

   (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;

   (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

   (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

   (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

   (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection or engineering services.

9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

10. "Loading or unloading" means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

    b. While it is in or on an aircraft, watercraft or "auto"; or

    c. While it is being moved from an aircraft, watercraft or "auto" 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, that is not attached to the aircraft, watercraft or "auto."

11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

    (1) Power cranes, shovels, loaders, diggers or drills; or

    (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

    e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached

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equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

12. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

13. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

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

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication of material that violates a person's right of privacy.

14. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned.

b. "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.

15. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

16. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

17. "Your product" means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

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b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

18. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

19. "Your work" means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability or performance or use of "your work"; and

b. The providing of or failure to provide warnings or instructions.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 00 21 11 85

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY
NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:
   A. Under any Liability Coverage, to "bodily 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, Nuclear Insurance Association of Canada or any of their successors, 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, 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.
2. As used in this endorsement:

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

   "Nuclear material" means "source material," "special nuclear material" or "by-product material";

   "Source material," "special nuclear material," and "by-product 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 (a) containing "by-product material" other than the tailings or wastes

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produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"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";

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.

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

GU 207
(6-78)

ENDORSEMENT #1

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the Reliance National Indemnity Company

Issued to Waste Management, Inc.

Authorized Representative

Named Insured

Waste Management, Inc.

and/or any parent, associated, affiliated and subsidiary companies, corporations, trusts, firms, limited liability companies, partnerships, limited partnerships, sole proprietorships, or joint ventures as have existed, may exist, or may hereafter be constituted or acquired; and

any other entity of any nature of which any of the above assumes active management or control.

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

GU 207
(6-78)

ENDORSEMENT #2

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the Reliance National Indemnity Company

Issued to Waste Management, Inc.

Authorized Representative

Premium Computation Schedule

Exposure Basis: .58662 per $1,000 of sales

	Exposure	Rate	Premium
All States	$2,004,000,000	.58662	$1,175,573
Puerto Rico		Flat Charge	$26,348
			$1,201,921

Refer to End't #2

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

GU 207
(6-78)

ENDORSEMENT #3

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the Reliance National Indemnity Company

Issued to Waste Management, Inc.

Authorized Representative

Notice of Cancellation, Non-Renewal or Material Change

It is hereby agreed that if this policy is canceled, non-renewed or materially changed by the company, the company shall mail written notice of such cancellation, non-renewal or material change at least one hundred & twenty (120) days prior to the date on which such cancellation, non-renewal or material change is to be effective to the named insured at the address shown in this policy, except in the case of non-payment of premium in which case ten (10) days notice will be provided.

Termination of the contract by either party will be based upon pro-rata calculation.

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

GU 207
(6-78)

ENDORSEMENT #4

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the Reliance National Indemnity Company

Issued to Waste Management, Inc.

Authorized Representative

Personal Injury Exclusion

It is agreed that Form CG 0001 10/93, Commercial General Liability Coverage Form, 2. Exclusions a.4 is deleted with reference to personal injury.

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

GU 207
(6-78)

ENDORSEMENT #5

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the Reliance National Indemnity Company

Issued to Waste Management, Inc.

Authorized Representative

Knowledge of Occurrence

The Duties in the Event of Occurrence, Claim or Suit section of the policy is amended to include the following:

> Knowledge of any occurrence, claim or suit by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such injury, claim or suit shall have been received by the Risk Manager situated at 1001 Fannin Street, Houston, TX 77002-7063.

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

GU 207
(6-78)

ENDORSEMENT #6

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the Reliance National Indemnity Company

Issued to Waste Management, Inc.

Authorized Representative

Unintentional Errors or Omissions

It is hereby agreed that the policy is amended to provide that the failure of the Insured to disclose all hazards existing at the inception date of the policy shall not prejudice the Insured with respect to the coverage afforded by the policy, provided such failure or omission is not intentional.

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

GU 207
(6-78)

ENDORSEMENT #7

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the Reliance National Indemnity Company

Issued to Waste Management, Inc.

Authorized Representative

Waiver of Transfer of Rights of Recovery Against Others to Us

The Transfer of Rights of Recovery Against Others to Us condition of the policy is amended by the addition of the following:

If you are required by a written contract or agreement that is executed before a loss to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights apply only with respect to the above contract(s) and shall not be construed to be a waiver with respects to any other operations in which you have no contractual interest.

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

GU 207
(6-78)

ENDORSEMENT #8

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the Reliance National Indemnity Company

Issued to Waste Management, Inc.

Authorized Representative

Other Insurance Modification ✓

It is agreed that the other insurance clause in the policy to which this endorsement is attached is modified to he extend that insurance coverage (Defense or Indemnity or Defense and Indemnity) which the named insured is contractually obligated to provide to another party as an insured in this policy shall be excess over any other collectible insurance unless the agreement requires that the coverage be primary in which case the coverage will be primary.

The extent

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

GU 207
(6-78)

ENDORSEMENT #9

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 , of the Reliance National Indemnity Company

Issued to Waste Management, Inc.

Authorized Representative

Modification of Insured

It is agreed that all parties to whom the Named Insured is contractually obligated in writing to provide insurance coverage (Defense or Indemnity or Defense and Indemnity) as an insured are included as insured in this policy as contractually required. However, such coverage as is provided to this insured is provided strictly in accordance with the terms or conditions of the written agreement which requires the naming of an insured in this policy and only to the extent required in the written agreement.

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

GU 207
(6-78)

ENDORSEMENT #10

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the Reliance National Indemnity Company

Issued to Waste Management, Inc.

Authorized Representative

Contractual Liability Modification

It is agreed that the contractual provision of this policy is extended to include coverage (Defense or Indemnity or Defense and Indemnity) in accordance with the policy scope, terms, conditions, and exclusions to those parties to whom the insured is contractually obligated in writing to provide coverage (Defense or Indemnity or Defense and Indemnity) but only to the extent that the written agreement requires such coverage.

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

GU 207
(6-78)

ENDORSEMENT #11

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the Reliance National Indemnity Company

Issued to Waste Management, Inc.

Authorized Representative

Cross Liability

It is agreed that the inclusion of more than one insured under this policy shall not affect the right of any insured as respects any claim, suit or judgement made or brought by or for any other insured or by or for any employee of any other insured. This policy shall protect each insured in the same manner as though a separate policy has been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amounts or amount for which the company would have been liable had only one insured been included.

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

GU 207
(6-78)

ENDORSEMENT #12

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the Reliance National Indemnity Company

Issued to Waste Management, Inc.

Authorized Representative

Extended Fire Damage Liability (Smoke Damage)

Section III – Limits of Insurance – 6. is amended to read:

6. Subject to 5 above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire or out of smoke damage.

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

GU 207
(6-78)

ENDORSEMENT #13

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the Reliance National Indemnity Company

Issued to Waste Management, Inc.

Authorized Representative

Liquor Liability Amendment

It is agreed that Form CG 0033 01/96, Liquor Liability Coverage Form, Exclusion D – "liquor license not in effect" – is deleted.

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

GU 207
(6-78)

ENDORSEMENT #14

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the Reliance National Indemnity Company

Issued to Waste Management, Inc.

Authorized Representative

Mobile Equipment Amendment

It is agreed that Form CG 0001 10/93, Commercial General Liability Coverage Form, Paragraph F. Pollution (1); (d); (i) does not apply to "Bodily Injury" or "Property Damage".

LIQUOR LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (Section II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section V).

SECTION I – LIQUOR LIABILITY COVERAGE

1. **Insuring Agreement.**

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

      (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III); and

      (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

   b. This insurance applies to "injury" which occurs during the policy period in the "coverage territory."

2. **Exclusions.**

   This insurance does not apply to:

   a. **Expected or Intended Injury**

      "Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

   b. **Workers' Compensation and Similar Laws**

      Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

   c. **Employer's Liability**

      "Bodily injury" to:

      (1) An "employee" of the insured arising out of and in the course of:

         (a) Employment by the insured; or

         (b) Performing duties related to the conduct of the insured's business; or

      (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

      This exclusion applies:

      (1) Whether the insured may be liable as an employer or in any other capacity; and

      (2) To any obligation to share damages with or repay someone else who must pay damages because of the "injury."

   d. **Liquor License Not in Effect**

      "Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is suspended or after such license expires, is cancelled or revoked.

   e. **Your Product**

      "Injury" arising out of "your product." This exclusion does not apply to "injury" for which the insured or the insured's indemnities may be held liable by reason of:

      (1) Causing or contributing to the intoxication of any person;

      (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

      (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

   f. **Other Insurance**

      Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

      This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or

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settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $250 a day because of time off from work.
4. All costs taxed against the insured in the "suit."
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds.
   b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
   a. Your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
      (1) "Injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co- "employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above; or
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above.
      (2) "Property damage" to property:
         (a) Owned or occupied by, or
         (b) Rented or loaned

         to that "employee," any of your other "employees" by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).
   b. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
   b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or

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c. Persons or organizations making claims or bringing "suits."

2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.

3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – LIQUOR LIABILITY CONDITIONS

1. **Bankruptcy.**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Injury, Claim Or Suit.**

   a. You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:

      (1) How, when and where the "injury" took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any "injury" arising out of an occurrence.

   b. If a claim is made or "suit" is brought against any insured, you must:

      (1) Immediately record the specifics of the claim or "suit" and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us.**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance.**

   If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

   a. ***Primary Insurance***

      This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

   b. **Method of Sharing**

      If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

      If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit.**

   a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

   b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

   c. The first Named Insured must keep records of the

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information we need for premium computation, and send us copies at such times as we may request.

6. **Representations.**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds.**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us.**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew.**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the "injury" does not occur in the course of travel or transportation to or from any place not included in a. above; or

c. All parts of the world if:

(1) The "injury" arises out of:

a. Goods or products made or sold by you in the territory described in a. above; or

b. The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

3. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

4. "Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

5. "Injury" means all damages, including damages because of "bodily injury" and "property damage," and including damages for care, loss of services or loss of support.

6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

7. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

10. "Your product" means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

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a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD LIABILITY EXCLUSION ✓

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of continuous or intermittent or repeated exposure, ingestion, inhalation or absorption of lead, lead dust, lead products, or products containing lead.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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AMENDMENT OF OTHER INSURANCE CONDITION (OCCURRENCE VERSION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (OCCURRENCE VERSION)

Paragraph 4.b. of the Other Insurance Condition (Section IV Commercial General Liability Conditions) is replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

(c) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of COVERAGE A (SECTION I);

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under COVERAGES A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION WHERE REQUIRED BY CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Deleted - Int. # 17

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under paragraph 2., Exclusions of COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I—Coverages) is replaced by the following:

This insurance does not apply to:

f. (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

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EMPLOYERS' LIABILITY COVERAGE FORM (STOP GAP COVERAGE)

This Coverage Form explains your coverage for Employers' Liability (Stop Gap Coverage).

This coverage is subject to the COMMON POLICY CONDITIONS and to the SUPPLEMENTARY PAYMENTS, LIMITS OF INSURANCE, GENERAL LIABILITY CONDITIONS and DEFINITIONS provisions in the COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

This coverage is subject to exclusions that restrict coverage. The amount we will pay is limited as described under LIMITS OF INSURANCE. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

COVERAGE

1. Insuring Agreement

   We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" to an "employee" of the insured arising out of and in the course of employment by the insured to which this insurance applies. This insurance applies only to "bodily injury" which occurs during the policy period. The "bodily injury" must be caused by an "occurrence". The "employee's" payroll must have been reported and declared under a "Workers' Compensation Law" of a jurisdiction as scheduled in this Coverage Form. We will have the right and duty to defend any "suit" to which this insurance applies, seeking those damages, but:

   a. we may investigate any claim and settle any "suit" at our discretion; and

   b. our right and duty to defend under this coverage ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

2. Exclusions

   Insurance under this coverage does not apply to:

   a. liability assumed under any contract. This exclusion does not apply to a warranty that "your work" will be done in a workmanlike manner;

   b. punitive or exemplary damages because of "bodily injury" to an "employee" employed in violation of law;

   c. "bodily injury" to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers";

   d. any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;

   e. "bodily injury" intentionally caused or aggravated by you, or "bodily injury" resulting from an act which is determined to have been committed by you with the belief that an injury is substantially certain to occur;

   f. "bodily injury" occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

   g. damages arising out of coercion, criticism, demotion, evaluation or assignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or any personnel practices, policies, acts or omissions;

h. "bodily injury" to a master or member of the crew of any vessel;

i. "bodily injury" to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 931-942) or the Federal Employers' Liability Act (45 USC Sections 51-60), or any amendment to those laws;

j. "bodily injury" to a member of the flying crew of any aircraft;

k. "bodily injury" to any "employee" when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law of any "monopolistic state" or otherwise fail to comply with that law;

l. "bodily injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants or waste;

m. "bodily injury" suffered or caused by any person knowingly employed by you in violation of any law as to age, or under the age of 14 years regardless of any such law;

n. "bodily injury" suffered by any "employee" whose remuneration has not been included in the total remuneration upon which premium for this endorsement is based.

WHO IS AN INSURED

You are an insured if you are an employer. If as an employer, you are a partnership, and if you are one of its partners, you are an insured, but only in your capacity as an employer of the partnership's employees.

LIMITS OF INSURANCE

The Commercial Liability Coverage Form is amended as follows:

1. Under Section III. Limits of Insurance, the following sub-paragraph is added to paragraph 2:

   d. Damages under Employers' Liability (Stop Gap Coverage).

2. Under Section III. Limits of Insurance, at the end of sub-paragraph (c) of paragraph 2. the period (.) is replaced by a semicolon(;) and the word "and" is added immediately after the semicolon(;).

3. Under Section III. Limits of Insurance, the following sub-paragraph is added to paragraph 5:

   c. damages under Employers' Liability (Stop Gap Coverage);

4. Under Section III. Limits of Insurance, at the end of sub-paragraph (b) of paragraph 5, the period (.) is replaced by a semicolon(;) and the word "and" is added immediately after the semicolon(;).

DEFINITIONS

Section V. Definitions in the Commercial General Liability Coverage Form is amended as follows:

1. Solely for the purposes of Employers Liability (Stop Gap Coverage), the definition of bodily injury is amended as follows:

   "Bodily injury" means:

   bodily injury, sickness or disease sustained by an "employee" or death resulting from any of these, arising out of and in the course of employment by the insured. "Bodily injury" by disease must be caused or aggravated by the

conditions of the employment. The "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury" by disease must occur during the policy period.

2. The following definitions are added:

   "Monopolistic State" means the states of Nevada, North Dakota, Ohio, Washington, West Virginia and Wyoming.

   "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

3. The following schedule is added:

SCHEDULE OF JURISDICTIONS IN WHICH COVERAGE APPLIES

Limits of Liability:	$1,000,000
State:	Puerto Rico
Class Code:	9402 (Garbage Collection)
Payroll:	$1,350,000
Estimate Premium:	Included

(In the absence of an entry above, the coverage is limited to "monopolistic states" as defined in this Coverage Form.)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED BODILY INJURY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium charged, it is hereby understood and agreed that Paragraph 3 of SECTION V—DEFINITIONS is deleted and replaced with the following:

"**Bodily injury**" - means bodily injury, sickness or disease, mental injury, mental anguish, or shock sustained by a person, including death resulting from any of these at any time.

All other terms and conditions of this policy remain unchanged.

NGB0149781 00 11/01/98

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF OCCURRENCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If you report an injury to an employee to your worker's compensation carrier and if it is subsequently determined that the injury is one to which this insurance may apply, any failure to comply with Section IV, Commercial General Liability Conditions, duties in the event of an occurrence, claim or suit, will be waived if you provide us with the required notice as soon as possible after you know or reasonably should have known that this insurance may apply.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FELLOW EMPLOYEE AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II - Who Is an Insured, Item 2.a.(1)(a) is deleted.

ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCIDENTAL MALPRACTICE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement, effective
12:01 A.M. standard time 11/01/98

Policy No. NGB0149781 00

Named Insured WASTE MANAGEMENT, INC.

Countersigned by

(Authorized Representative)

It is agreed that subject to all other provisions of the policy to which this endorsement is attached:

1) Coverage A - bodily injury and property damage is amended to include bodily injury arising out of the rendering or failure to render professional services by any pharmacist, physician, dentist, nurse, medical director or x-ray technician (medical provider) while employed by the named insured to provide such professional services.

2) Paragraph 2. (a) 1. (d) of Section II of the Policy ("Who Is An Insured") is deleted.

3) The inclusion of the aforementioned additional interests shall not operate to increase the limit of the company's liability.

4) Except as specifically provided all other terms, conditions and exclusion shall continue to apply.

5) Notwithstanding the Other Insurance clause in the policy, coverage under this endorsement shall be excess over any other valid and collectible insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WATERCRAFT EXCLUSION AMENDMENT

Commercial General Liability Coverage Part

Paragraph (2)(a) of Exclusion 2.g. Aircraft, Auto or Watercraft (Section I - Coverages) is deleted and replaced by the following:

(a) Less than fifty one (51) feet long; and

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 25 03 03 97

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 11/01/98 12:01 A.M. standard time	Policy No. NGB0149781 00
Named Insured WASTE MANAGEMENT, INC. 1001 FANNIN STREET	Countersigned by (Authorized Representative)

SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under COVERAGE C regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits."
3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggre-

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gate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 25 04 03 97

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 11/01/98 12:01 A.M. standard time	Policy No. NGB0149781 00
Named Insured WASTE MANAGEMENT, INC. 1001 FANNIN STREET	Countersigned by (Authorized Representative)

SCHEDULE

Designated Location(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location," and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under COVERAGE C regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits."
3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location." Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of

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"bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

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COMMERCIAL GENERAL LIABILITY INSURANCE
NOTICE TO POLICYHOLDERS
BROADENINGS, RESTRICTIONS AND CLARIFICATIONS OF COVERAGE

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of the significant broadenings, restrictions and clarifications of coverage that were made in each policy form and endorsement. This notice does not reference every editorial change made in these forms and endorsements.

Please read your policy, and the endorsements attached to your policy, carefully.

BROADENINGS OF COVERAGE

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 33 – Liquor Liability Coverage Form (Occurrence Version)
CG 00 34 – Liquor Liability Coverage Form (Claims-Made Version)
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)
CG 00 39 – Pollution Liability Coverage Form (Designated Sites)
CG 00 40 – Pollution Liability Limited Coverage Form (Designated Sites)
CG 04 24 – Coverage for Injury to Leased Workers
CG 28 07 – Principals Protective Liability Coverage

These coverage forms and endorsement CG 28 07 are revised to broaden coverage with respect to liability of leased workers. Two new definitions ("employee" and "leased worker") have been added to give leased workers the same status (both coverage and exclusions) under the CGL program as the traditional employee. Endorsement CG 04 24 provides an optional coverage for the insured's liability for injuries sustained by leased workers while performing duties related to the conduct of the insured's business. A leased worker is defined as "a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. 'Leased worker' does not include a 'temporary worker.'"

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)

These coverage forms have been revised to broaden coverage with respect to the "insured contract" definition. Previously, the exception to paragraph f. applied to any person or organization. There is now coverage for liability assumed in contracts or agreements that indemnify persons or organizations other than a railroad for injury or damage arising out of construction or demolition operations within 50 feet of railroad property and affecting such property.

CG 00 39 – Pollution Liability Coverage Form (Designated Sites)
CG 00 40 – Pollution Liability Limited Coverage Form (Designated Sites)
CG 03 00 – Deductible Liability Insurance
CG 03 05 – Deductible Liability Insurance
CG 28 33 – Voluntary Clean-Up Costs Reimbursement

There is a broadening in coverage forms and endorsements when a loss exceeds the occurrence limit. Previously, deductibles reduced both damages and limits. Under the revised endorsement only damages will be reduced by the deductible.

CG 20 23 – Additional Insured – Executors, Administrators, Trustees or Beneficiaries

This endorsement now provides coverage to executors, administrators, trustees or beneficiaries of an insured's living trust while acting within the scope of their duties as such. Previously, coverage applied only to the estate.

CG 22 65 – Optical and Hearing Aid Establishments

Coverage in this endorsement is broadened to provide that employees of optical and hearing aid establishments will be covered for their liability arising out of rendering or failure to render professional health care services with respect to optometry or optical or hearing aid services.

CG 22 69 – Druggists

Coverage in this endorsement is broadened to provide that employees of druggists will be covered for their liability arising out of rendering or failure to render professional health care services as pharmacists.

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CG 24 17 — *Contractual Liability—Railroads*

This new endorsement is optional. It amends paragraph c. of the definition of "Insured contract" and deletes the exception for construction or demolition operations within 50 feet of a railroad to provide contractual liability coverage under the contractor's CGL policy.

RESTRICTIONS IN COVERAGE

CG 20 21 — Additional Insured—Volunteers
CG 20 22 — Additional Insured—Church Members, Officers and Volunteer Workers

These endorsements are revised to include the consequential injury, third-party action-over and professional health care exclusions to provide for consistency with the CGL policy. In addition, there is no coverage for volunteer workers with respect to "personal injury" to other volunteer workers, the Named Insured, the Named Insured's employees and the Named Insured's partners and members.

CG 21 47 — Employment-Related Practices Exclusion

The personal injury exclusion in this endorsement will now apply 1) when the insured may be liable as an employer or in any other capacity; and 2) when the obligation to share or repay damages arising from employment-related practices exists. Also, there is no coverage for consequential injury to a spouse, child, parent, brother or sister at whom employment-related practice is directed because of "bodily injury" and "personal injury."

CG 22 73 — Exclusion—Oil or Gas Producing Operations

This revised exclusion endorsement now applies to locations on which any insured, rather than any Named Insured, is performing operations. This tracks with a current wording in the CGL.

CG 28 07 — Principals Protective Liability Coverage

The pollution exclusion is revised in several respects, particularly with regard to property owned or occupied by or rented or loaned to any insured. Therefore, this revision to the pollution exclusion in this endorsement may broaden its application under certain circumstances. This tracks with current working in the OCP coverage form.

CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS—COVERAGE FORMS

All General Liability coverage forms contain minor editorial revisions to provide for consistency among policies. In addition, these coverage forms have been revised to incorporate other various revisions in order to clarify coverage. Those changes to each individual coverage form are described below:

CG 00 01 — Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 — Commercial General Liability Coverage Form (Claims-Made Version)

- The Coverage A—Bodily Injury and Property Damage Liability exclusions under Section I now contains titles to provide for easier reading.
- The mobile equipment exclusion is revised to clarify that liability arising from mobile equipment, which is not being raced, but being used to prepare for prearranged racing events is covered. Coverage is still excluded for mobile equipment engaging or preparing to engage in these events.
- The Fire Damage Legal Liability exception and the LIMITS OF INSURANCE section in the CGL coverage forms are revised to clarify that coverage exists for situations where an insured is given permission to occupy a portion of a building without the transfer of rent in the form of money.
- Paragraph 1.b. under Coverage C (MEDICAL PAYMENTS) has been editorially revised to add the word "administered."
- The WHO IS AN INSURED provision is revised to clarify that if the Named Insured is a partnership or joint venture, employees are <u>not</u> insureds for "bodily injury" or "personal injury" to partners or members. This provision is also revised to clarify that there is no coverage for property in the care, custody or control of the Named Insured. In addition, this provision is reformatted to provide for easier reading.
- The title in the DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT will now include the term "OFFENSE" to reflect that Coverage B—Personal and Advertising Injury Liability is triggered by an offense.
- The EXTENDED REPORTING PERIOD provision in the claims-made version of the coverage form is editorially revised to clarify the language.
- The exceptions in the "Insured contract" definition are reformatted and numbered in order to provide for easier reading.
- The DEFINITIONS Section has been revised to add "executive officer" and "temporary worker" definitions.

CG 00 09 — Owners and Contractors Protective Liability Coverage Form—Coverage For Operations Of Designated Contractor

- The exclusions under Section I now contain titles to provide for easier reading.

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- The Work Completed or Put to Intended Use exclusion is revised to clarify that the exclusion does not apply to another contractor or subcontractor working for the "contractor."
- The mobile equipment exclusion is revised to clarify that liability arising from mobile equipment used to prepare for prearranged racing events is covered. Coverage is still excluded for mobile equipment engaging or preparing to engage in these events.
- The WHO IS AN INSURED provision is revised to clarify that if the Named Insured is a partnership or joint venture, employees are not insureds for "bodily injury" to partners or members. This provision is also revised to clarify that there is no coverage for property in the care, custody or control of the Named Insured. In addition, this provision is reformatted to provide for easier reading.
- The DEFINITIONS Section has been revised to add "executive officer" and "temporary worker" definitions.

CG 00 33 – Liquor Liability Coverage Form (Occurrence Version)
CG 00 34 – Liquor Liability Coverage Form (Claims-Made Version)

- The exclusions under Section I now contain titles to provide for easier reading.
- The WHO IS AN INSURED provision is revised to clarify that the Named Insured is a partnership or joint venture, employees are not insureds for "injury" to partners or members. This provision is also revised to clarify that there is no coverage for property in the care, custody or control of the Named Insured. In addition, this provision is reformatted to provide for easier reading.
- The EXTENDED REPORTING PERIOD provision in the claims-made version of this coverage form is editorially revised clarify the language.
- The DEFINITIONS Section has been revised to add "executive officer" and "temporary worker" definitions.

CG 00 35 – Railroad Protective Liability Coverage Form

- The exclusions under Section I now contain titles to provide for easier reading.
- The DEFINITIONS Section has been revised to add an "executive officer" definition.

CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)

- The exclusions under Section I now contain titles to provide for easier reading.
- The WHO IS AN INSURED provision is revised to clarify that if the Named Insured is a partnership or joint venture, employees are not insureds for "bodily injury" to partners or members. This provision is also revised to clarify that there is no coverage for property in the care, custody or control of the Named Insured. In addition, this provision is reformatted to provide for easier reading.
- The EXTENDED REPORTING PERIOD provision in the claims-made version of this coverage form is editorially revised to clarify the language.
- The exceptions in the "insured contract" definition are reformatted and numbered in order to provide for easier reading.
- The DEFINITIONS Section has been revised to add "executive officer" and "temporary worker" definitions.

CG 00 39 – Pollution Liability Coverage Form (Designated Sites)
CG 00 40 – Pollution Liability Limited Coverage Form (Designated Sites)

- The exclusions under Section I now contain titles to provide for easier reading.
- The WHO IS AN INSURED provision is revised to clarify that if the Named Insured is a partnership or joint venture, employees are not insureds for "bodily injury" to partners or members. This provision is also revised to clarify that there is no coverage for property in the care, custody or control of the Named Insured. In addition, this provision is reformatted to provide for easier reading.
- Under the DUTIES IN THE EVENT OF A POLLUTION INCIDENT, CLAIM OR SUIT Condition, we have added language providing that an insured must notify the insurer of the nature and location of any injury or damage arising out of a "pollution incident."
- The DEFINITIONS Section has been revised to add "executive officer" and "temporary worker" definitions.

CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS – ENDORSEMENTS

CG 02 24 – Earlier Notice of Cancellation Provided By Us (CGL)
CG 28 04 – Earlier Notice of Cancellation Provided By Us (OCP)

These new endorsements replace withdrawn endorsements CG 02 12 and CG 28 28 and provide a mechanism for an earlier notice of cancellation.

CG 20 07 – Additional Insured – Engineers, Architects or Surveyors (CGL)

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CG 20 09 – Additional Insured – Owners, Lessees or Contractors (Form A)
CG 20 10 – Additional Insured – Owners, Lessees or Contractors (Form B)
CG 20 31 – Additional Insured – Engineers, Architects or Surveyors (OCP)

These endorsements are revised to clarify that only ongoing operations performed by the insured or on the insured's behalf are intended to be covered. Since CG 20 07 is limited to apply to the CGL policy, new endorsement CG 20 31 has been created to apply to the OCP policy.

CG 20 17 – Additional Insured – Townhouse Associations

This endorsement is revised to clarify that the "property to which the townhouse owner has title" is real property.

CG 22 36 – Exclusion – Products and Professional Services – Druggists
CG 22 37 – Exclusion – Products and Professional Services – Optical and Hearing Aid Establishments
CG 22 39 – Exclusion – Camps or Campgrounds
CG 22 44 – Exclusion – Services Furnished By Health Care Providers
CG 22 45 – Exclusion – Specified Therapeutic or Cosmetic Services
CG 22 65 – Optical and Hearing Aid Establishments
CG 22 69 – Druggists
CG 22 71 – Colleges or Schools (Limited Form)
CG 22 72 – Colleges or Schools

These endorsements are revised to clarify that the services excluded are "professional health care services." Also, to modernize some of these endorsements and to better define the type of services intended to be excluded, new generic terms and phrases have been added.

CG 22 41 – Exclusion – Housing Projects Sites

This endorsement is amended to clarify that coverage is excluded only for buildings which are to be demolished. This exclusion will apply only during the period of vacancy preceding demolition operations, and while the building is actually in the process of being demolished. Further, the language is revised to clarify that the exclusion only applies to bodily injury and property damage liability.

CG 22 51 – Exclusion – Law Enforcement Agencies

This endorsement is revised to clarify that the exclusion applies to acts or omissions arising out of law enforcement activities performed by the named insured's police department or law enforcement agency.

CG 24 04 – Waiver Of Transfer Of Rights Of Recovery Agains Others To Us (CGL)

This endorsement is amended to make it applicable to only the CGL Coverage Form. In addition, it is revised to clarify that the endorsement applies to both ongoing and completed operations. This endorsement also contains various minor editorial changes.

CG 29 51 – Employment-Related Practices Exclusion

This endorsement is revised to clarify that the injury must be to the person at whom the employment-related practice is directed, or to that person's spouse, child, parent, brother or sister. In addition, this endorsement is no longer for use with the Liquor Liability policy.

IL 09 18 – Retrospective Premium Endorsement – One Year Plan – Multiple Lines
IL 09 19 – Retrospective Premium Endorsement – Three Year Plan – Multiple Lines
IL 09 20 – Retrospective Premium Endorsement – Five Year Plan – Multiple Lines

In order to provide consistency with a change that the National Council on Compensation Insurance (NCCI) has made to their companion versions of these forms, the Retrospective Premium Endorsements are revised to eliminate the reference to "under Rating Option V."

CG 21 35 – Exclusions – Coverage C – Medical Payments
CG 21 39 – Contractual Liability Limitation
CG 21 46 – Abuse or Molestation Exclusion
CG 21 49 – Total Pollution Exclusion Endorsement
CG 22 30 – Exclusion – Corporal Punishment
CG 22 34 – Exclusion – Construction Management Errors and Omissions
CG 22 52 – Exclusion – Medical Payments Coverage (Inmates, Patients or Prisoners)
CG 22 67 – Corporal Punishment
CG 22 68 – Operation of Customers' Autos on Particular Premises
CG 22 75 – Professional Liability Exclusion – Computer Software
CG 24 08 – Liquor Liability
CG 24 09 – Governmental Subdivisions
CG 24 10 – Excess Provision – Vendors
CG 24 11 – Fiduciaries – Fiduciary Interest

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CG 27 01 – Supplemental Extended Reporting Period Endorsement (CGL)
CG 27 02 – Exclusion of Specific Accidents, Products, Work or Locations (CGL)
CG 27 03 – Amendment of Section V – Extended Reporting Period for Specific Accidents, Products, Work or Locations
CG 27 04 – Supplemental Extended Reporting Period for Specific Accidents, Products, Work or Locations (CGL)
CG 27 05 – Exclusion of Specific Accidents, Products, Work or Locations (Products)
CG 28 02 – Insured Site Definition (Contractors)
CG 28 03 – Supplemental Extended Reporting Period Endorsement
CG 28 31 – Pollution Exclusion Amendment
CG 28 34 – Supplemental Extended Reporting Period Endorsement
CG 28 35 – Supplemental Extended Reporting Period for Specific Accidents, Products, Work or Locations
CG 29 88 – Waiver or Transfer of Rights of Recovery Against Others To Us (OCP)

These endorsements are revised to incorporate various editorial, reformatting and other changes in order provide for consistency with other forms in the CGL portfolio. Since CG 27 02 and CG 24 04 are being limited for use with only the CGL policy, CG 27 05 has been introduced for use with the Products policy, and CG 29 88 has been introduced for use with the OCP policy.

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NOTICE TO POLICYHOLDERS

BROADENINGS, RESTRICTIONS AND CLARIFICATIONS OF COVERAGE

GL-95-095FO

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of the significant broadenings, restrictions and clarifications of coverage that were made in each policy form and endorsement. This notice does not reference every editorial change made in these forms and endorsements.

Please read your policy, and the endorsements attached to your policy, carefully.

BROADENINGS OF COVERAGE - COVERAGE FORMS

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 33 – Liquor Liability Coverage Form (Occurrence Version)
CG 00 34 – Liquor Liability Coverage Form (Claims-Made Version)
CG 00 35 – Railroad Protective Liability Coverage Form
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)
CG 00 39 – Pollution Liability Coverage Form
CG 00 40 – Pollution Liability Limited Coverage Form

- The Supplementary Payments provision in these policies has been revised to increase the maximum daily payment for loss of earnings from $100 per day to $250 per day to more adequately address the earnings of many professions.

- In these policies, the definition of "suit" has been broadened to allow any insured the ability to choose or participate (with the insurer's consent) in certain alternative dispute resolution mechanisms.

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 33 – Liquor Liability Coverage Form (Occurrence Version)
CG 00 34 – Liquor Liability Coverage Form (Claims-Made Version)
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)
CG 00 39 – Pollution Liability Coverage Form
CG 00 40 – Pollution Liability Limited Coverage Form

- Several revisions have been made to Section II - Who Is An Insured in these policies to acknowledge the existence of a new form of business entity known as the limited liability company and by specifying their members and managers as of limited liability companies as insureds.

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)

- The Contractual Liability exclusion in these coverage forms is amended to provide for the payment of defense expenses, on behalf of an insured, as damages under bodily injury and property damage liability coverage, when the insured has assumed such a liability in an "insured contract."

- An amendment has been made to the Supplementary Payments provision in these policies to provide for the defense of an indemnitee and the payment of an indemnitee's defense expenses as Supplementary Payments if certain specific conditions are met.

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 35 – Railroad Protective Liability Coverage Form

- An exception has been added to the Pollution Exclusion in these coverage forms so that the exclusion does not apply to losses arising only out of the escape of fuels, lubricants or other operating fluids resulting from the normal functioning of mobile equipment, provided the pollutants escape from the mobile equipment part designed by its manufacturer to hold such pollutants.

BROADENINGS OF COVERAGE - MULTISTATE ENDORSEMENTS

- **CG 20 21 – Additional Insured – Volunteer Workers**
- **CG 20 22 – Additional Insured – Church Members, Officers and Volunteer Workers**
- **CG 20 30 – Oil or Gas Operations – Nonoperating, Working Interests**

These endorsements are revised to acknowledge the existence of a new form of business entity known as the limited liability company and by specifying members and managers of limited liability companies as insureds.

- **CG 20 32 – Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured**

This new endorsement can be used by contractors to provide coverage for an architect, engineer or surveyor (as an additional insured) that they did not engage directly, but that they are, by their contract with the project owner, required to add as an additional insured to their policy.

- **CG 22 74 – Amendment of Contractual Liability Exclusion for Personal Injury Limited to False Arrest, Detention or Imprisonment for Designated Contracts or Agreements**

The Contractual Liability exclusion contained in this endorsement is amended to provide for the payment of defense expenses, on behalf of an insured, as damages under personal injury coverage, when the insured has assumed such liability in a designated contract or agreement. Also, an amendment has been made to the Supplementary Payments provision in the underlying policy to provide for the defense of an indemnitee and the payment of an indemnitee's defense expenses as Supplementary Payments if certain specific conditions are met.

- **CG 22 80 – Limited Exclusion – Contractors – Professional Liability**

This endorsement is introduced to limit the application for the exclusion of professional services available in endorsement **CG 22 43**. For policies to which **CG 22 43** had previously been attached, the attachment of **CG 22 80** in its place will broaden coverage by not excluding coverage for the liability of a contractor who both design and builds the same project for others, regardless of whether or not the design portion of the project is subcontracted.

- **CG 24 15 – Limited Pollution Liability Extension Endorsement**

With this language change, coverage for pollution incidents is broadened by adding a hostile fire exception to the existing pollution exclusion.

RESTRICTIONS IN COVERAGE - MULTISTATE ENDORSEMENTS

- ***CG 21 52 – Exclusion – Financial Services***

This new endorsement excludes, from the CGL policy, coverage for certain liability exposures arising out of the rendering of financial services, without infringing upon coverage for a financial institution's conventional CGL exposure.

- **CG 21 53 – Exclusion – Designated Ongoing Operations**
- **CG 21 54 – Exclusion – Designated Operations Covered by A Consolidated (Wrap-Up) Insurance Program**

These new endorsements exclude coverage for a designated operation, when the designated operation is insured elsewhere or when the insured chooses not to insure a certain operation

CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS – COVERAGE FORMS

All General Liability coverage forms contain minor editorial revisions to provide for consistency among policies. In addition, these coverage forms have been revised to incorporate other various revisions in order to clarify coverage. Those changes to each individual coverage form are described below:

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 33 – Liquor Liability Coverage Form (Occurrence Version)
CG 00 34 – Liquor Liability Coverage Form (Claims-Made Version)
CG 00 35 – Railroad Protective Liability Coverage Form
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)
CG 00 39 – Pollution Liability Coverage Form
CG 00 40 – Pollution Liability Limited Coverage Form

- These policies have been amended to clarify that an insurer investigates and settles claims, and defends insureds against suits.

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)

- Paragraph 1.a. of the Insuring Agreement for both Coverage A - Bodily Injury and Property Damage Liability and Coverage B - Personal and Advertising Injury Liability is revised to clarify the intent under the Coverage Form not to defend insureds when no coverage exists under the policy.

- A Pollution exclusion is added to Coverage B - Personal and Advertising Injury Liability to clarify the intent that damages resulting from pollution incidents are not and were never intended to be covered under personal injury or advertising injury coverages under the CGL.

- In addition to minor editorial changes, the Other Insurance Condition in these policies is amended to specify that coverage is excess in situations in which an insured is given permission to occupy a portion of a building without the transfer of rent in the form of money if the insured has fire insurance available to cover such loss.

- Paragraphs f. (2) and (3) of the "insured contract" definition in the Definitions Section have been revised to update the list of professional services (for architects, engineers or surveyors) to conform to standard industry terms.

- The Definitions section has also been amended in these policies to clarify that the "products-completed operations hazard" definition only includes coverage for damages arising out of a condition in a vehicle not owned or operated

by the named insured and to more clearly state that products or operations that are subject to the General Aggregate Limit are excluded form products-completed operations coverage.

CG 00 09 – Owners and Contractors Protective Liability Coverage Form

- ☐ Paragraph 1.a. of the Insuring Agreement is revised to clarify the intent under the Coverage Form not to defend insureds when no coverage exits under the policy.

CG 00 33 – Liquor Liability Coverage Form (Occurrence Version)
CG 00 34 – Liquor Liability Coverage Form (Claims-Made Version)

- ☐ Paragraph 1.a. of the Insuring Agreement is revised to clarify the intent under the Coverage Form not to defend insureds when no coverage exists under the policy.

- ☐ **CG 00 35 – Railroad Protective Liability Coverage Form**

Paragraph 1.a. of the Insuring Agreement is revised to clarify the intent under the Coverage Form not to defend insureds when no coverage exists under the policy.

CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)

- ☐ Paragraph 1.a. of the Insuring Agreement is revised to clarify the intent under the Coverage Form not to defend insureds when no coverage exists under the policy.

- ☐ Paragraphs f. (2) and (3) of the "insured contract" definition in the Definitions Section have been revised to update the list of professional services (for architects, engineers or surveyors) to conform to standard industry terms.

- ☐ The Definitions section has also been amended in these policies to clarify that the "products-completed operations hazard" definition only includes coverage for damages arising out of a condition in a vehicle not owned or operated by the named insured and to more clearly state that products or operations that are subject to the Aggregate Limit are excluded form products-completed operations coverage.

CG 00 39 – Pollution Liability Coverage Form
CG 00 40 – Pollution Liability Limited Coverage Form

- ☐ Paragraph 1.a. of the Insuring Agreement is revised to clarify the intent under the Coverage Form not to defend insureds when no coverage exists under the policy.

- ☐ Paragraph 3 in Section II - Limits of Insurance has been amended to clarify that the policy is intended to pay damages and clean-up costs (CG 00 39) and damages (CG 00 40) in excess of the deductible amount shown in the Declarations.

CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS – ENDORSEMENTS

- ☐ **CG 03 00 – Deductible Liability Insurance (CGL and Products)**
- ☐ **CG 03 05 – Deductible Liability Insurance (Liquor)**

These endorsements are revised to clarify that it is the insured that is being defended against a suit.

- ☐ **CG 20 07 – Additional Insured – Engineers, Architects or Surveyors (CGL)**
- ☐ **CG 20 31 – Additional Insured – Engineers, Architects or Surveyors (OCP)**
- ☐ **CG 22 34 – Exclusion – Construction Management Errors and Omissions**

Theses endorsements have been revised to update the list of professional services contained in the forms to conform to standard industry terms.

- ☐ **CG 20 11 – Additional Insured – Managers or Lessors of Premises**

- ☐ **CG 21 36 – Exclusion – New Entities**
- ☐ **CG 21 37 – Exclusion – Employees as Insureds**
- ☐ **CG 21 42 – Exclusion – Explosion, Collapse and Underground Property Damage Hazard (Specified Operations)**
- ☐ **CG 21 43 – Exclusion – Explosion, Collapse and Underground Property Damage Hazard Specified Operations Excepted)**
- ☐ **CG 21 49 – Total Pollution Exclusion Endorsement**
- ☐ **CG 21 38 – Exclusion – Fiduciary or Representative Liability of Financial Institutions**
- ☐ **CG 21 40 – Exclusion – Medical Payments to Children (Day Care Centers)**
- ☐ **CG 22 56 – Exclusion – Injury to Volunteer Firefighters**
- ☐ **CG 22 57 – Exclusion – Underground Resources and Equipment**
- ☐ **CG 22 63 – Stevedoring Operations Limited Completed Operations Coverage**
- ☐ **CG 24 05 – Financial Institutions (Reporting Provision and Limitation to Fiduciary Interest or Representative Interest)**
- ☐ **CG 24 07 – Products/Completed Operations Hazard Redefined**
- ☐ **CG 24 09 – Governmental Subdivisions**
- ☐ **CG 24 11 – Fiduciaries – Fiduciary Interest**
- ☐ **CG 28 06 – Limitation of Coverage to Insured Premises**
- ☐ **CG 28 33 – Voluntary Clean-Up Costs Reimbursement**
- ☐ **CG 29 51 – Employment-Related Practices Exclusion**

Various editorial changes have been made to these endorsements to make the language consistent with those of other forms and endorsements in the CGL program and to reformat for improved readability.

- ☐ **CG 21 40 – Coverage B – Personal Injury Liability Only (Advertising Injury Liability Not Included) (Occurrence Version)**

- ☐ **CG 21 48 – Coverage B – Personal Injury Liability Only (Advertising Injury Liability Not Included) (Claims-Made Version)**

In additional to other editorial changes, a pollution exclusion has been added to these endorsements for personal injury liability to clarify that damages resulting from pollution incidents are not and were never intended to be covered under personal injury coverage. Also, these endorsements have been amended to clarify the intent under the underlying policy not to defend insureds when no coverage exits under the policy.

- ☐ **CG 22 43 – Exclusion – Engineers, Architects or Surveyors – Professional Liability**

Revisions have been made to this endorsement to clarify that it applies only to those Named Insureds who are in the business of providing professional services to others as an architect, engineer or surveyor only, as well as to update the list of professional services contained in the form to conform to standard industry terms.

- ☐ **CG 22 81 – Exclusion – Erroneous Delivery or Mixture and Resulting Failure of Seed to Germinate - See Merchants (CGL and Products)**
- ☐ **CG 24 18 – Seed Merchants – Coverage for Erroneous Delivery or Mixture and Resulting Failure of Seed to Germinate (CGL)**
- ☐ **CG 24 19 – Seed Merchants – Coverage for Erroneous Delivery or Mixture (Resulting Failure of Seed to Germinate Not Included) (CGL)**

- ☐ **CG 24 20 – Seed Merchants – Coverage for Erroneous Delivery or Mixture and Resulting Failure of Seed to Germinate (Products)**
- ☐ **CG 24 21 – Seed Merchants – Coverage for Erroneous Delivery or Mixture (Resulting Failure of Seed to Germinate Not Included) (Products)**

The above new endorsements have been created to clarify the intent of the coverage provided under the Seed Merchants classifications

☐ **CG 22 48 – Exclusion – Insurance and Related Operations**

This endorsement has been modified to add additional activities that may be performed by today's insurance operations. Additionally, editorial revisions have been made for clarification and to improve readability.

☐ **CG 22 79 – Exclusion – Contractors – Professional Liability**

This new endorsement is introduced to clarify the policy's coverage intent to exclude coverage for the professional liability of a construction contractor who is acting in the capacity of an architect, engineer or surveyor or who has provided an architect, engineer or surveyor with professional services in connection with work performed.

☐ **CG 28 05 – Personal Injury Liability**

In additional to other editorial changes, a pollution exclusion has been added to this endorsement to clarify that damages resulting from pollution incidents are not and were never intended to be covered under personal injury coverage.

☐ **CG 28 07 – Principals Protective Liability Coverage**

This endorsement is revised in order to clarify the intent under this endorsement <u>not</u> to defend insureds when no coverage exists under the policy.

NOTICE TO POLICYHOLDERS

BROADENINGS, RESTRICTIONS AND CLARIFICATIONS OF COVERAGE

GL-95-095FC

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of the significant broadenings, restrictions and clarifications of coverage that were made in each policy form and endorsement. This notice does not reference every editorial change made in these forms and endorsements.

Please read your policy, and the endorsements attached to your policy, carefully.

BROADENINGS OF COVERAGE - COVERAGE FORMS

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 33 – Liquor Liability Coverage Form (Occurrence Version)
CG 00 34 – Liquor Liability Coverage Form (Claims-Made Version)
CG 00 35 – Railroad Protective Liability Coverage Form
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)
CG 00 39 – Pollution Liability Coverage Form
CG 00 40 – Pollution Liability Limited Coverage Form

- The Supplementary Payments provision in these policies has been revised to increase the maximum daily payment for loss of earnings from $100 per day to $250 per day to more adequately address the earnings of many professions.

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 33 – Liquor Liability Coverage Form (Occurrence Version)
CG 00 34 – Liquor Liability Coverage Form (Claims-Made Version)
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)
CG 00 39 – Pollution Liability Coverage Form
CG 00 40 – Pollution Liability Limited Coverage Form

- Several revisions have been made to Section II - Who is An Insured in these policies to acknowledge the existence of a new form of business entity known as the limited liability company and by specifying their members and managers as insureds.

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)

- An amendment has been made to the Supplementary Payments provision in these policies to provide for the defense of an indemnity and the payment of an indemnitee's defense expenses as Supplementary Payments if certain specific conditions are met.

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 35 – Railroad Protective Liability Coverage Form

- An exception has been added to the Pollution Exclusion in these coverage forms so that the exclusion does not apply to losses arising only out of the escape of fuels, lubricants or other operating fluids resulting from the normal functioning of mobile equipment, provided the pollutants escape from the mobile equipment part designed by its manufacturer to hold such pollutants.

BROADENINGS OF COVERAGE - MULTISTATE ENDORSEMENTS

- **CG 20 21 – Additional Insured – Volunteer Workers**
- **CG 20 22 – Additional Insured – Church Members, Officers and Volunteer Workers**
- **CG 20 30 – Oil or Gas Operations – Nonoperating, Working Interests**

These endorsements are revised to acknowledge the existence of a new form of business entity known as the limited liability company and by specifying their members and managers as insureds.

- **CG 20 32 – Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured**

This new endorsement can be used by contractors to provide coverage for an architect, engineer or surveyor (as an additional insured) that they did not engage directly, but that they are, by their contract with the project owner, required to add as an additional insured to their policy.

- **CG 22 74 – Amendment of Contractual Liability Exclusion for Personal Injury Limited to False Arrest, Detention or Imprisonment for Designated Contracts or Agreements.**

An amendment has been made to the Supplementary Payments provision in the underlying policy to provide for the defense of an indemnitee and the payment of an indemnitee's defense expenses as Supplementary Payments if certain specific conditions are met.

- **CG 22 80 – Limited Exclusion – Contractors – Professional Liability**

This endorsement is introduced to limit the application of the exclusion of professional services available in endorsement **CG 22 43**. For policies to which **CG 22 43** had previously been attached, the attachment of **CG 22 80** in its place will broaden coverage by not excluding coverage for the liability of a contractor who both design and builds the same project for others, regardless of whether or not the design portion of the project is subcontracted.

- **CG 24 15 – Limited Pollution Liability Extension Endorsement**

With this language change, coverage for pollution incidents is broadened by adding a hostile fire exception to the existing pollution exclusion.

RESTRICTIONS IN COVERAGE - MULTISTATE ENDORSEMENTS

- **CG 21 52 – Exclusion – Financial Services**

This new endorsement excludes, from the CGL policy, coverage for certain liability exposures arising out of the rendering of financial services, without infringing upon coverage for a financial institution's conventional CGL exposure.

- **CG 21 53 – Exclusion – Designated Ongoing Operations**
- **CG 21 54 – Exclusion – Designated Operations Covered by A Consolidated (Wrap-Up) Insurance Program**

These new endorsements exclude coverage for a designated operation, when the designated operation is insured elsewhere or when the insured chooses not to insure a certain operation

CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS – COVERAGE FORMS

All General Liability coverage forms contain minor editorial revisions to provide for consistency among policies. In addition, these coverage forms have been revised to incorporate other various revisions in order to clarify coverage. Those changes to each individual coverage form are described below:

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)
CG 00 09 – Owners and Contractors Protective Liability Coverage Form
CG 00 33 – Liquor Liability Coverage Form (Occurrence Version)
CG 00 34 – Liquor Liability Coverage Form (Claims-Made Version)
CG 00 35 – Railroad Protective Liability Coverage Form
CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)
CG 00 39 – Pollution Liability Coverage Form
CG 00 40 – Pollution Liability Limited Coverage Form

- These policies have been amended to clarify that an insurer investigates and settles claims, and defends insureds *against suits.*

CG 00 01 – Commercial General Liability Coverage Form (Occurrence Version)
CG 00 02 – Commercial General Liability Coverage Form (Claims-Made Version)

- A Pollution exclusion is added to Coverage B – Personal and Advertising Injury Liability to clarify the intent that damages resulting from pollution incidents are not and were never intended to be covered under personal injury or advertising injury coverages under the CGL.

- In addition to minor editorial changes, the Other Insurance Condition in these policies is amended to specify that coverage is excess in situations in which an insured is given permission to occupy a portion of a building without the transfer of rent in the form of money if the insured has fire insurance available to cover such loss.

- *Paragraphs f. (2) and (3) of the "insured contract" definition in the Definitions Section have been revised to update* the list of professional services (for architects, engineers or surveyors) to conform to standard industry terms.

- The Definitions section has also been amended in these policies to clarify that the "products-completed operations hazard" definition only includes coverage for damages arising out of a condition in a vehicle not owned or operated by the named insured and to more clearly state that products or operations that are subject to the General Aggregate Limit are excluded form products-completed operations coverage.

CG 00 37 – Products/Completed Operations Liability Coverage Form (Occurrence Version)
CG 00 38 – Products/Completed Operations Liability Coverage Form (Claims-Made Version)

- Paragraphs f. (2) and (3) of the "insured contract" definition in the Definitions Section have been revised to update the list of professional services (for architects, engineers or surveyors) to conform to standard industry terms.

- The Definitions section has also been amended in these policies to clarify that the "products-completed operations hazard" definition only includes coverage for damages arising out of a condition in a vehicle not owned or operated by the named insured and to more clearly state that products or operations that are subject to the Aggregate Limit are excluded form products-completed operations coverage.

CG 00 39 – Pollution Liability Coverage Form
CG 00 40 – Pollution Liability Limited Coverage Form

- Paragraph 3 in Section II – Limits of Insurance has been amended to clarify that the policy is intended to pay damages and clean-up costs (CG 00 39) and damages (CG 00 40) in excess of the deductible amount shown in the Declarations.

CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS – ENDORSEMENTS

- **CG 03 00 – Deductible Liability Insurance (CGL and Products)**
- **CG 03 05 – Deductible Liability Insurance (Liquor)**

These endorsements are revised to clarify that it is the insured that is being defended against a suit.

- **CG 20 07 – Additional Insured – Engineers, Architects or Surveyors (CGL)**
- **CG 20 31 – Additional Insured – Engineers, Architects or Surveyors (OCP)**
- **CG 22 34 – Exclusion – Construction Management Errors and Omissions**

These endorsements have been revised to update the list of professional services contained in the forms to conform to standard industry terms.

- **CG 20 11 – Additional Insured – Managers or Lessors of Premises**
- **CG 21 36 – Exclusion – New Entities**
- **CG 21 37 – Exclusion – Employees as Insureds**
- **CG 21 42 – Exclusion – Explosion, Collapse and Underground Property Damage Hazard (Specified Operations)**
- **CG 21 43 – Exclusion – Explosion, Collapse and Underground Property Damage Hazard (Specified Operations Excepted)**
- **CG 21 49 – Total Pollution Exclusion Endorsement**
- **CG 21 38 – Exclusion – Fiduciary or Representative Liability of Financial Institutions**
- **CG 21 40 – Exclusion – Medical Payments to Children (Day Care Centers)**
- **CG 22 56 – Exclusion – Injury to Volunteer Firefighters**
- **CG 22 57 – Exclusion – Underground Resources and Equipment**
- **CG 22 63 – Stevedoring Operations Limited Completed Operations Coverage**
- **CG 24 06 – Financial Institutions (Reporting Provision and Limitation to Fiduciary Interest or Representative Interest)**
- **CG 24 07 – Products/Completed Operations Hazard Redefined**
- **CG 24 09 – Governmental Subdivisions**
- **CG 24 11 – Fiduciaries – Fiduciary Interest**
- **CG 28 06 – Limitation of Coverage to Insured Premises**
- **CG 28 33 – Voluntary Clean-Up Costs Reimbursement**
- ***CG 29 51 – Employment-Related Practices Exclusion***

Various editorial changes have been made to these endorsements to make the language consistent with those of other forms and endorsements in the CGL program and to reformat for improved readability.

- **CG 21 40 – Coverage B – Personal Injury Liability Only (Advertising Injury Liability Not Included) (Occurrence Version)**

- **CG 21 48 – Coverage B – Personal Injury Liability Only (Advertising Injury Liability Not Included) (Claims-Made Version)**

In additional to other editorial changes, a pollution exclusion has been added to these endorsements for personal injury liability to clarify that damages resulting from pollution incidents are not and were never intended to be covered under personal injury coverage.

- **CG 22 43 – Exclusion – Engineers, Architects or Surveyors – Professional Liability**

Revisions have been made to this endorsement to clarify that it applies only to those Named Insureds who are in the business of providing professional services to others as an architect, engineer or surveyor only, as well as to update the list of professional services contained in the form to conform to standard industry terms.

- **CG 22 81 – Exclusion – Erroneous Delivery or Mixture and Resulting Failure of Seed to Germinate - See Merchants (CGL and Products)**
- **CG 24 18 – Seed Merchants – Coverage for Erroneous Delivery or Mixture and Resulting Failure of Seed to Germinate (CGL)**
- **CG 24 19 – Seed Merchants – Coverage for Erroneous Delivery or Mixture (Resulting Failure of Seed to Germinate Not Included) (CGL)**
- **CG 24 20 – Seed Merchants – Coverage for Erroneous Delivery or Mixture and Resulting Failure of Seed to Germinate (Products)**
- **CG 24 21 – Seed Merchants – Coverage for Erroneous Delivery or Mixture (Resulting Failure of Seed to Germinate Not Included) (Products)**

The above new endorsements have been created to clarify the intent of the coverage provided under the Seed Merchants classifications

- **CG 22 48 – Exclusion – Insurance and Related Operations**

This endorsement has been modified to add additional activities that may be performed by today's insurance operations. Additionally, editorial revsions have been made for clarification and to improve readability.

- **CG 22 79 – Exclusion – Contractors – Professional Liability**

This new endorsement is introduced to clarify the policy's coverage intent to exclude coverage for the professional liability of a construction contractor who is acting in the capacity of an architect, engineer or surveyor or who has provided an architect, engineer or surveyor with professional services in connection with work performed.

- **CG 28 05 – Personal Injury Liability**

In additional to other editorial changes, a pollution exclusion has been added to this endorsement to clarify that damages resulting from pollution incidents are not and were never intended to be covered under personal injury coverage.

NOTICE TO POLICYHOLDER

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

The Inspections and Surveys condition in your policy has been expanded by addition of an explicit statement that certain of its provisions do not apply to certification of boilers, pressure vessels or elevators mandated by state or municipal statutes, ordinances or regulations. The provisions specified as inapplicable are those stipulating that:

- Inspections, surveys, reports or recommendations do not warrant that conditions are safe, healthful or in compliance with laws, regulations, codes or standards; and
- The insurer is not obligated to make inspections, surveys, reports or recommendations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 24 17 10 93

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 11/1/98 12:01 A.M. standard time	Policy No. NGB 0149781-00
Named Insured Waste Management, Inc.	Countersigned by

(Authorized Representative)

SCHEDULE

Scheduled Railroad: Designated Job Site:

Any person or organization where required by contract or agreement

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the DEFINITIONS section is replaced by the following:

6. "Insured Contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
   b. A sidetrack agreement;
   c. Any easement or license agreement;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
   (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in paragraph (1) above and supervisory, inspection or engineering services.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 25 03 11 85

AMENDMENT—AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 25 04 11 85

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER LOCATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

It is hereby agreed that the definition of "Location" is amended to read per Building.

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

GU 207
(6-78)

ENDORSEMENT # 15

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the RELIANCE NATIONAL INDEMNITY COMPANY

Issued to Waste Management, Inc.

Authorized Representative

It is hereby agreed that Form CG 0001, Commercial General Liability Coverage Form, is amended as follows:

1. Section I, Coverages, Coverage A. 2. c. and d. are deleted

2. Section II, Who Is An Insured, 4. is deleted and replaced with the following:

   4. Any organization you newly acquire or form over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization, However:

      a. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

      b. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

3. Section IV, Commercial General Liability Conditions, 9. is deleted and replaced by the following:

   9. When We Do Not Renew

      If notice is mailed, proof of mailing will be sufficient proof of notice.

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

GU 207
(6-78)

ENDORSEMENT # 16

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the RELIANCE NATIONAL INDEMNITY COMPANY

Issued to Waste Management, Inc.

Authorized Representative

It is hereby agreed that Form CG 2503 (3/97), Designated Construction Project(s) General Aggregate Limit, is deleted from this policy and replaced by Form CG 2503 (11/85), Amendment – Aggregate Limits of Insurance (Per Project).

It is further agreed that Form CG 2504 (3/97), Designated Location(s) General Aggregate Limit, is deleted from this policy and replaced by Form CG 2504 (11/85), Amendment – Aggregate Limits of Insurance (Per Location).

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

GU 207
(6-78)

ENDORSEMENT # 17

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the RELIANCE NATIONAL INDEMNITY COMPANY

Issued to Waste Management, Inc.

Authorized Representative

It is hereby agreed that the following forms are deleted from this policy:

CG 2026	Additional Insured – Designated Person or Organization
CG 0054	Amendment of Pollution Exclusion Exception for Building Heating Equipment
CG 0055	Amendment of Other Insurance Condition (Occurrence Version)

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

GU 207
(6-78)

ENDORSEMENT # 18

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the RELIANCE NATIONAL INDEMNITY COMPANY

Issued to Waste Management, Inc.

Authorized Representative

It is hereby agreed that this endorsement deletes and supercedes Endorsement # 8.

Other Insurance Modification

It is agreed that the other insurance clause in the policy to which this endorsement is attached is modified to the extend that insurance coverage (Defense or Indemnity or Defense and Indemnity) which the named insured is contractually obligated to provide to another party as an insured in this policy shall be excess over any other collectible insurance unless the agreement requires that the coverage be primary in which case the coverage will be primary.

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

GU 207
(6-78)

ENDORSEMENT # 19

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the RELIANCE NATIONAL INDEMNITY COMPANY

Issued to Waste Management, Inc.

Authorized Representative

It is hereby agreed that Form GL 00R40500, Employers' Liability Coverage Form (Stop Gap Coverage), is added to the policy for Puerto Rico.

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

GU 207
(6-78)

ENDORSEMENT # 20

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the RELIANCE NATIONAL INDEMNITY COMPANY

Issued to Waste Management, Inc.

Authorized Representative

It is hereby agreed that Form CG 2417, Contractual Liability – Railroads, is added to this policy.

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

GU 207
(6-78)

ENDORSEMENT # 21

This endorsement, effective on 11/1/98 at 12:01 A.M. standard time, forms a part of

Policy No. NGB 0149781-00 of the RELIANCE NATIONAL INDEMNITY COMPANY

Issued to Waste Management, Inc.

Authorized Representative

It is hereby agreed that this endorsement deletes and supercedes Endorsement #2 and revises the extension endorsement.

Effective 11/1/98 to 1/1/00, it is hereby agreed that the rates and exposure are as follows:

Premium Computation Schedule

	Revenue	Rate per $1,000 Revenue	Premium
Wheelabrator Division(s)	$1,221,849,000	1.853	$2,264,586
WMI All Other States	$12,782,151,000	.46522	$5,950,347
Puerto Rico		Flat Charge	$184,123
			$8,399,056

Installment Schedule

Date Due	Premium
11/1/98	$599,940
12/1/98	$599,932
1/1/99	$599,932
2/1/99	$599,932
3/1/99	$599,932
4/1/99	$599,932
5/1/99	$599,932
6/1/99	$599,932
7/1/99	$599,932
8/1/99	$599,932
9/1/99	$599,932
10/1/99	$599,932
11/1/99	$599,932
12/1/99	$599,932

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 00 54 03 97

AMENDMENT OF POLLUTION EXCLUSION EXCEPTION FOR BUILDING HEATING EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

Subparagraph (1)(a) of the Pollution exclusion under paragraph 2., Exclusions of Bodily Injury And Property Damage Liability Coverage (Section I Coverages) is replaced by the following:

This insurance does not apply to:

POLLUTION

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, Subparagraph (a) does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

Delete- End 7. #17

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 21 47 09 89

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following exclusion is added to COVERAGE A (Section I):

   a. "Bodily injury" arising out of any:

      (1) Refusal to employ;

      (2) Termination of employment;

      (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or

      (4) Consequential "bodily injury" as a result of (1) through (3) above.

   This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

2. The following exclusion is added to COVERAGE B (Section I):

   c. "Personal injury" arising out of any:

      (1) Refusal to employ;

      (2) Termination of employment;

      (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or

      (4) Consequential "personal injury" as a result of (1) through (3) above.

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Reliance

EMPLOYEE BENEFIT LIABILITY COVERAGE PART DECLARATIONS

**EFFECTIVE

POLICY NUMBER	POLICY PERIOD	AGENCY NUMBER
NGB0149781 00	FROM 11/01/98 TO 1/01/00	81253

NAMED INSURED
WASTE MANAGEMENT, INC.

THIS IS A CLAIMS-MADE COVERAGE PART - READ YOUR POLICY CAREFULLY

THIS ENDORSEMENT PROVIDES SUPPLEMENTARY INFORMATION TO BE USED WITH THE FOLLOWING:

EMPLOYEE BENEFIT LIABILITY COVERAGE FORM.

LIMITS OF INSURANCE

Aggregate Limit $ 1,000,000

Each Employee Limit* $ 1,000,000

*Subject to the Aggregate Limit

Coverage Form Applicable: GL 00 R033

Deductible Amount $ 1,000 Each Employee

Retroactive Date

Section 1 of this Insurance does not apply to negligent Acts, Errors or Omissions which occurred prior to the retroactive date. If any, shown below:

Retroactive Date: NONE

Covered employee benefit programs other than those listed in Section VII Definitions:

Premium Computation:

Estimated No. of Employees	Estimated Premium	Minimum Premium
IF ANY	$ IF ANY	$ INCL.

The following form a part of this coverage part at issuance:

GL 00 R033	Employee Benefit Liability Coverage Form

CG 7020 1093
GL 00 R039 00 0893

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 58 04 98

ARIZONA CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

*This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

A. The following is added to the Cancellation Common Policy Condition (and applies except in situations where B., below, applies):

7. **Cancellation Of Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Your conviction of a crime arising out of acts increasing the hazard insured against;

c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this policy, in continuing this policy or in presenting a claim under this policy;

d. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;

e. Substantial breach of contractual duties or conditions;

f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;

g. Determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or

h. Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this policy based on one or more of the above reasons, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reasons for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

b. 60 days before the effective date of cancellation if we cancel for any of the other reasons.

B. If the Commercial Property Coverage Part or the Farm Property—Farm Dwellings, Appurtenant Structures and Household Personal Property Coverage Form provides coverage for:

1. *real property which is used predominantly for* residential purposes and consists of one through four dwelling units; and/or

2. personal property (except business or farm personal property) of a person residing in such real property;

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the following provisions apply (instead of those provided in item A. above) with respect to cancellation of such coverage:

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

a. Nonpayment of premium;

b. Your conviction of a crime arising out of acts increasing the hazard insured against;

c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in obtaining the policy, continuing the policy, or presenting a claim under the policy;

d. Discovery of grossly negligent acts or omissions by you substantially increasing any of the hazards insured against;

e. Substantial change in the risk assumed by us, since the policy was issued, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

f. A determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state; or

g. Your failure to take reasonable steps to eliminate or reduce any conditions in or on the insured premises which contributed to a loss in the past or will increase the probability of future losses.

If we cancel this policy based on one or more of these reasons, we will mail written notice of cancellation, stating the reason(s) for cancellation, to the first Named Insured. We will mail this notice to the last mailing address known to us, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(2) 30 days before the effective date of cancellation, if we cancel for any of the other reasons.

C. The following is added and supersedes any provision to the contrary (and applies except in situations where D., below, applies):

NONRENEWAL

1. If we elect not to renew this policy, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 60 days prior to the expiration of this policy.

2. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:

a. We or a company within the same insurance group has offered to issue a renewal policy; or

b. You have obtained replacement coverage or agreed in writing to do so.

D. If the Commercial Property Coverage Part or the Farm Property—Farm Dwellings, Appurtenant Structures and Household Personal Property Coverage Form provides coverage for:

1. real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or

2. personal property (except business or farm personal property) of a person residing in such real property;

the following provisions apply (instead of those provided in item C. above) with respect to nonrenewal of such coverage:

1. If we elect not to renew, we will mail written notice of nonrenewal to the first Named Insured. We will mail this notice to the last mailing address known to us, at least 30 days before the end of the policy period. Proof of mailing will be sufficient proof of notice.

2. If either one of the following occurs, we are not required to provide notice of nonrenewal:

a. You have agreed to nonrenewal; or

b. You have accepted replacement coverage.

3. If our nonrenewal is based on the condition of the premises, you will be given 30 days' notice to remedy the identified conditions. If the identified conditions are remedied, coverage will be renewed. If the identified conditions are not remedied to our satisfaction, you will be given an additional 30 days, upon payment of premium, to correct the defective condition.

E. The following Condition is added:

RENEWAL

1. If we elect to renew this policy and the renewal is subject to any of the following:

a. Increase in premium;

b. Change in deductible;

c. Reduction in limits of insurance; or

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d. Substantial reduction in coverage;

we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, at least 60 days before the anniversary or expiration date of the policy.

2. If renewal is subject to any condition described in **1.a.** through **1.d.** above, and we fail to provide notice 60 days before the anniversary or expiration date of this policy, the following procedures apply:

   a. The present policy will remain in effect until the earlier of the following:

      (i) 60 days after the date of mailing or delivery of the notice; or

      (ii) The effective date of replacement coverage obtained by the first Named Insured.

   b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:

      (i) The rates applicable to the terminated policy; or

      (ii) The rates presently in effect.

   c. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this policy's anniversary or expiration date.

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ARKANSAS CHANGES – MULTI-YEAR POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Common Policy Conditions:

G. MULTI-YEAR POLICIES

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

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IL 02 31 04 98

ARKANSAS CHANGES — CANCELLATION

This endorsement modifies insurance under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:

5. a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

b. We will refund the pro rata unearned premium if the policy is:

(1) Cancelled by us or at our request;

(2) Cancelled but rewritten with us or in our company group;

(3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or

(4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.

c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in b.(2), (3) or (4) above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

d. The cancellation will be effective even if we have not made or offered a refund.

e. If the first Named Insured cancels the policy, we will retain no less than $100 of the premium, subject to the following:

(1) We will retain no less than $250 of the premium for the Boiler and Machinery Coverage Part, except for insurance provided under the Small Business Coverage Forms.

(2) We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.

(3) If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain $100 or the premium shown in the Declarations, whichever is greater.

(4) If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than $100 for the auto to which it is attached.

B. The following is added to the Cancellation Common Policy Condition:

7. **Cancellation Of Policies In Effect More Than 60 Days**

a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge

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in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

(4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;

(5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or

(6) A material violation of a material provision of the policy.

b. Subject to paragraph 7.c., if we cancel for:

(1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.

(2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

c. The following applies to the Commercial Auto Coverage Part:

(1) If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;

(2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

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CALIFORNIA CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

*This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. **All Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancelation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancelation if we cancel for any other reason.

3. **All Policies In Effect For More Than 60 Days**

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if

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that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for a reason listed in paragraph 3.a.(1) or 3.a.(2); or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in paragraph 3.a.

B. The following provision is added to the Cancellation Common Policy Condition:

7. **Residential Property**

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

BUSINESSOWNERS POLICY

COMMERCIAL PROPERTY COVERAGE PART

FARM COVERAGE PART—FARM PROPERTY COVERAGE FORM

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Businessowners Policy—Businessowners Special Property Coverage Form;

(2) Commercial Property Coverage Part—Causes Of Loss—Special Form; or

(3) Farm Coverage Part—Farm Property Coverage Form; Covered Causes of Loss—Special.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. Subject to the provisions of paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. **Residential Property**

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on ten-

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COLORADO CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the Cancellation Common Policy Condition:

7. **Cancellation Of Policies In Effect For 60 Days Or More**

a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:

(1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

(1) Nonpayment of premium;

(2) A false statement knowingly made by the insured on the application for insurance; or

(3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following Condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

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Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.

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CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The Cancellation Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. Cancellation of policies in effect for less than 60 days.

   If this policy has been in effect for less then 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. Cancellation of policies in effect for 60 days or more.
   a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:
      (1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:
         (a) Nonpayment of premium;
         (b) Conviction of a crime arising out of acts increasing the hazard insured against;
         (c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;
         (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or
         (e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or
      (2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:
         (a) Physical changes in the property which increase the hazard insured against;
         (b) A material increase in the hazard insured against; or
         (c) A substantial loss of reinsurance by us affecting this particular line of insurance.
   b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph 3.a. above.
   c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.
   d. Notice of Cancellation will be delivered or sent by:
      (1) Registered Mail;
      (2) Certified Mail; or
      (3) Mail evidenced by a United States Post Office certificate of mailing.
4. We will give notice to you at your last mailing address known to us.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

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6. If this policy is cancelled, we will send the First Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

7. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver to you a written notice nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.

2. This notice will be delivered or sent by:

   a. Registered mail;

   b. Certified mail; or

   c. Mail evidenced by a certificate of mailing.

   If notice is mailed, proof of mailing is sufficient proof of notice.

3. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.

4. With respect to automobile liability insurance policies only, your policy shall terminate on the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.

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DELAWARE CHANGES—TERMINATION PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME—SAFE DEPOSITORY LIABILITY COVERAGE FORM M
COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L
COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM K
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. With respect to the:

Farm Property-Farm Dwellings, Appurtenant Structures and Household Personal Property Coverage Form; and Commercial Property Coverage Part;

if the policy covers a building that contains no more than 4 dwelling units, one of which is the insured's principal place of residence, or covers the insured's household personal property in a residential building, the following applies:

1. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

   2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation along with the reasons for cancellation at least:

      a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

      b. 30 days before the effective date of cancellation if we cancel for any other reason.

   After coverage has been in effect for more than 60 days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

   (1) Nonpayment of premium;

   (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

   (3) Discovery of willful or reckless acts or omissions on your part that increase any hazard insured against;

   (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

   (5) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

   (6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the Delaware insurance laws; or

   (7) Real property taxes owing on the insured property have been delinquent for two or more years and continue delinquent at the time notice of cancellation is issued.

2. The following Condition is added:

   NONRENEWAL

   a. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 30 days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.

   b. Any notice of nonrenewal will include the reason(s) for nonrenewal and will be

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mailed or delivered to the first Named Insured at the last mailing address known to us.

c. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. If Cancellation Changes CP 02 99 is attached to the Commercial Property Coverage Part, paragraph E.2. of that form is replaced by the following:

2. Pay property taxes that are owing and have been outstanding for more than two years following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

B. With respect to the:

COMMERCIAL CRIME—SAFE DEPOSITORY LIABILITY COVERAGE FORM M;

COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L;

COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM K;

COMMERCIAL GENERAL LIABILITY COVERAGE FORM;

COMMERCIAL PROPERTY—LEGAL LIABILITY COVERAGE FORM;

COMMERCIAL PROPERTY—MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM;

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM

FARM LIABILITY COVERAGE FORM;

LIQUOR LIABILITY COVERAGE FORM;

POLLUTION LIABILITY COVERAGE FORM;

PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM; and

PROFESSIONAL LIABILITY COVERAGE FORM;

the following Condition is added and supersedes any other condition to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.

3. If notice of nonrenewal is mailed, it will be sent by certified mail.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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DISTRICT OF COLUMBIA CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **2.** of the Cancellation Common Policy Condition is replaced by the following:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy.

If this policy has been in effect for 30 days or less and is not a renewal of a policy we issued, we may cancel this policy for any reason.

If this policy has been in effect for more than 30 days, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

1. You have refused or failed to pay a premium due under the terms of the policy;
2. You have made a material and willful misstatement or omission of fact to us or our employees, agents or brokers in connection with any application to or claim against us;
3. You have transferred your property or other interest to a person other than you or your beneficiary, unless the transfer is permitted under the terms of the policy; or
4. The property, interest or use of the property or interest has materially changed with respect to its insurability.

B. The following is added:

NONRENEWAL

We may elect not to renew this policy by mailing or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver the notice at least 30 days before the expiration of the policy. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

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FLORIDA CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) The policy was obtained by a material misstatement;

(3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

(4) A substantial change in the risk covered by the policy; or

(5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in paragraph 2.b.

B. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 62 04 98

GEORGIA CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph A.1. of the Cancellation Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:

   a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.

   b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

   Our notice will state the effective date of cancellation, which will be the later of the following:

   (1) 10 days from the date of mailing or delivering our notice, or

   (2) The effective date of cancellation stated in the first Named Insured's notice to us.

B. Paragraph A.5. of the Cancellation Common Policy Condition is replaced by the following:

5. Premium Refund

   a. If this policy is cancelled, we will send the first Named Insured any premium refund due.

   b. If we cancel, the refund will be pro rata, except as provided in c. below.

   c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.

   d. If the first Named Insured cancels, the refund may be less than pro rata.

   e. The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to the Cancellation Common Policy Condition and supersedes any other provisions to the contrary:

If we decide to:

1. Cancel or nonrenew this policy; or
2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or

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3. Change any policy provision which would limit or restrict coverage;

Then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Except as applicable as described in paragraph D. below, we will mail or deliver notice at least:

1. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
2. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
3. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

D. The following provisions apply to insurance covering residential real property only provided under the:

COMMERCIAL PROPERTY COVERAGE PART;
FARM COVERAGE PART;

if the named insured is a natural person.

With respect to such insurance, the following is added to the Cancellation Common Policy Condition and supersedes any provisions to the contrary:

1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first named insured at least 10 days before the date cancellation takes effect.
2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons:
   a. Nonpayment of premium, whether payable to us or to our agent;
   b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;
   c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
   d. Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

   We may cancel by providing notice to the first named insured at least:

   - 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   - 45 days before the effective date of cancellation if we cancel for any of the reasons listed in b., c. or d. above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 04 04 98

IDAHO CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **1.** and **2.** of the Cancellation Common Policy Condition are replaced by the following:

1. *The first Named Insured shown in the Declarations* may cancel this policy by mailing or delivering to us advance written notice of cancellation. Cancellation will be effective on the later of the date requested by the first Named Insured or the date we receive the request.

2. POLICIES IN EFFECT

a. 60 DAYS OR LESS

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. MORE THAN 60 DAYS

If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) Acts or omissions on your part which *increase any hazard insured against;*

(4) Change in the risk which materially increases the risk of loss after the policy has been issued or renewed including, but not limited to, an increase in exposure due to regulation, legislation or court decision;

(5) Loss of or decrease in reinsurance which provided us with coverage for all or part of the risk insured;

(6) A determination by the Director of Insurance that continuation of this policy would jeopardize our solvency or place us in violation of the insurance laws of Idaho or any other state; or

(7) Violation or breach by the insured of any policy terms or conditions other than nonpayment of premium.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 30 days before the effective date of cancellation if we cancel for any other reason stated in **2.b.** above.

B. The following Condition is added and supersedes any provision to the contrary:

NONRENEWAL

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1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured a written notice of intention not to renew at least 45 days prior to the expiration or anniversary date of the policy.
2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
3. If notice is not mailed or delivered at least 45 days before the expiration or anniversary date of this policy, this policy will remain in effect until 45 days after notice is mailed or delivered. Earned premium for the extended period of coverage will be calculated pro rata at the rates applicable to the expiring policy.
4. We need not mail or deliver this notice if:
   a. We have offered to renew this policy;
   b. You have obtained replacement coverage; or
   c. You have agreed in writing to obtain replacement coverage.
5. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The following Condition is added:

PREMIUM OR COVERAGE CHANGES AT RENEWAL

1. If we elect to renew this policy, we will mail or deliver written notice of any total premium increase greater than ten (10%) which is the result of a comparable increase in premium rates, change in deductible, reduction in limits or reduction in coverage to the first Named Insured, at the last mailing address known to us.
2. Any such notice will be mailed or delivered to the first Named Insured at least 30 days before the expiration or anniversary date of the policy.
3. If notice is not mailed or delivered at least 30 days before the expiration or anniversary date of the policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of the following:
   a. 30 days after notice is given; or
   b. The effective date of replacement coverage obtained by the first Named Insured.
4. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes will be effective on and after the first day of the renewal term.
5. If the first Named Insured elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

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ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. CANCELLATION (Common Policy Conditions) is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2. a. We may cancel this policy by mailing to you written notice stating the reason for cancellation.
   b. If we cancel for nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
   c. If we cancel for a reason other than nonpayment of premium, we will mail the notice at least:
      (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
      (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
   a. Nonpayment of premium;
   b. The policy was obtained through a material misrepresentation;
   c. Any insured has violated any of the terms and conditions of the policy;
   d. The risk originally accepted has measurably increased;
   e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
   f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice stating the reason for nonrenewal no less than 60 days before the expiration date to:
   a. You; and
   b. The broker, if known to us, or the agent of record.
2. Even if we do not comply with these terms this policy will terminate:
   a. On the expiration date if:
      (1) You fail to perform any of your obligations in connection with the payment of the premium for the policy, or any installment payment, whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit; or
      (2) We have indicated our willingness to renew this policy to you or your representative; or
      (3) You have notified us or our agent that you do not want to renew this policy.
   b. On the effective date of any other insurance replacing this policy.

C. **Mailing of Notices**

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

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CG 01 23 03 97

INDIANA CHANGES POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to subparagraph f., Pollution of paragraph 2., Exclusions of Bodily Injury And Property Damage Liability Coverage (Section I Coverages)and to paragraph 2., Exclusions of Personal And Advertising Injury Liability Coverage (Section I Coverages)or to any amendment to or replacement thereof:

This Pollution Exclusion applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.

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IL 01 58 04 98

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM K
COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L
COMMERCIAL CRIME—SAFE DEPOSITORY LIABILITY COVERAGE FORM M
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY—LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY—MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM*
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

*Under the Mortgage Holders Errors And Omissions Coverage Form, the following condition applies only to Coverage C and Coverage D.

The following condition is added:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

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IL 02 72 04 98

INDIANA CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. a. **Cancellation Of Policies In Effect For 90 Days Or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. **Cancellation Of Policies In Effect For More Than 90 Days**

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 45 days before the effective date of cancellation if:

(a) There has been a substantial change in the scale of risk covered by this policy; or

(b) Reinsurance of the risk associated with this policy has been cancelled.

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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IL 02 76 04 98

IOWA CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A. The Cancellation Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. a. We may cancel this policy, by mailing or delivering to the first Named Insured and any loss payee written notice of cancellation at least:

   (1) 30 days before the effective date of cancellation if we cancel due to loss of reinsurance coverage;

   (2) 10 days before the effective date of cancellation if we cancel for any other reason.

   b. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:

   (1) Loss of reinsurance, subject to d. below; or

   (2) Any other reason.

   c. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

   (1) Nonpayment of premium;

   (2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;

   (3) Acts or omissions by you that substantially change or increase the risk insured;

   (4) Determination by the commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

   (5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or

   (6) Loss of reinsurance, subject to d. below.

   d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the commissioner determines that such cancellation is justified.

3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.

4. Notice of cancellation will state:

   a. The reason for cancellation; and

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b. The effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.

B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 45 days before the expiration date of this policy, except if:

   a. We have offered to issue a renewal policy; or

   b. You have failed to pay a premium due or any advance premium required by us for renewal.

2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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KANSAS AND OKLAHOMA CHANGES – TRANSFER OF RIGHTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV), does not apply to COVERAGE C – MEDICAL PAYMENTS.

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IL 02 61 12 89

KANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

2. a. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) This policy was issued because of material misrepresentation;

(3) You or any other insured violated any of the material terms and conditions of this policy;

(4) Unfavorable underwriting factors, specific to you, exist that were not present at the inception of this policy;

(5) A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or

(6) A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.

B. The following is added and supersedes any condition to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 60 days prior to the expiration of the policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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KENTUCKY CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

*This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or to public employee dishonesty (Coverage Forms O and P).

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. **Cancellation Of Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days *before the effective date of cancellation.*

B. The following is added to the Cancellation Common Policy Condition:

7. **Cancellation Of Policies In Effect For More Than 60 Days**

a. If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;

(4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

(6) We are unable to reinsure the risk covered by the policy; or

(7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

b. If we cancel this policy based on paragraph 7.a. above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:

(1) 14 days before the effective date of the cancellation, if cancellation is for *nonpayment of premium; or*

(2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in 7.a.(2) through 7.a.(7) above.

C. The following is added and supersedes any provision to the contrary:

NONRENEWAL

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1. For the purpose of this Condition:
   a. Any policy period or term of less than 6 months shall be considered to be a policy period or term of six months; and
   b. Any policy period or term of more than 1 year or any policy with no fixed expiration date shall be considered a policy period or term of 1 year.
2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.
3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.
4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.
6. If notice is mailed, proof of mailing is sufficient proof of notice.

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CG 01 25 08 97

LOUISIANA CHANGES—INSURING AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 1.a. of Section I—Coverages, Coverage A—Bodily Injury And Property Damage Liability is replaced with the following:

1. **Insuring Agreement**

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

      (1) The amount we will pay for damages is limited as described in Section III—Limits Of Insurance; and

      (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments—Coverages A And B.

B. Paragraph 1.a. of Section I—Coverages, Coverage B—Personal And Advertising Injury Liability is replaced with the following:

1. **Insuring Agreement**

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

      (1) The amount we will pay for damages is limited as described in Section III—Limits Of Insurance; and

      (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments—Coverages A And B.

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LOUISIANA CHANGES—COVERAGE B—PERSONAL INJURY LIABILITY ONLY (ADVERTISING INJURY LIABILITY NOT INCLUDED) (OCCURRENCE VERSION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (OCCURRENCE VERSION ONLY)

A. The Declarations Page(s) are changed to replace Coverage B—Personal And Advertising Injury with Coverage B—Personal Injury.

B. Coverage B—Personal And Advertising Injury Liability of Section I—Coverages is replaced by the following:

COVERAGE B—PERSONAL INJURY

1. **Insuring Agreement**

   a. We will pay those sums that the insured *becomes legally obligated to pay* as damages because of "personal injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

      (1) The amount we will pay for damages is limited as described in Section III—Limits Of Insurance; and

      (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments—Coverages A and B.

   b. This insurance applies to "personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you but only if the offense was committed in the "coverage territory" during the policy period.

2. **Exclusions**

   This insurance does not apply to:

   a. "Personal injury":

      (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

      (2) Arising out of the oral or written publication of material whose first publication took place before the beginning of the policy period;

      (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;

      (4) For which the insured has assumed liability in a contract or agreement, but this exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement; or

      (5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

   b. Any loss, cost or expense arising out of any:

      (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

      (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

      Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

C. Paragraph 4. of Section III—Limits of Insurance is replaced by the following:

   4. Subject to 2. above, the Personal Injury Limit is the most we will pay under Coverage B for all damages because of all "personal injury" sustained by any one person or organization.

D. The definition of "advertising injury" in the Definitions Section does not apply.

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LOUISIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

*This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), or public employee dishonesty (Coverage Forms O and P).

A. Paragraphs 2. and 5. of the CANCELLATION Common Policy Condition are replaced by the following:

2. **NOTICE OF CANCELLATION**

a. CANCELLATION OF POLICIES IN EFFECT FOR FEWER THAN 60 DAYS AND NOT RENEWALS

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason, subject to the following:

(1) Cancellation for nonpayment of premium

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

(2) Cancellation for any other reason

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

b. CANCELLATION OF RENEWAL POLICIES AND NEW POLICIES IN EFFECT FOR 60 DAYS OR MORE

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

(3) Activities or omissions by you which change or increase any hazard insured against;

(4) Change in the risk which increases the risk of loss after we issued or renewed this policy including an increase in exposure due to regulation, legislation, or court decision;

(5) Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

(6) The insured's violation or breach of any policy terms or conditions; or

(7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under this item 2.b., to the first Named Insured at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 20 days before the effective date of cancellation if we cancel for a reason described in 2.b.(2) through (7) above.

5. **PREMIUM REFUND**

If this policy is cancelled, we will send the first

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Named Insured any premium refund due, subject to paragraphs 5.a. and 5.b. The cancellation will be effective even if we have not made or offered a refund.

a. If we cancel, the refund will be pro rata.

b. If the first Named Insured cancels, the refund may be less than pro rata, and will be sent to the first Named Insured within 30 days after the effective date of cancellation.

B. Paragraph f. of the MORTGAGE HOLDERS Condition in the Businessowners Policy and Commercial Property Coverage Part and paragraph 4.(f) of the Mortgage Holders Condition in the Farm Coverage Part is replaced by the following:

If we cancel this policy, we will give written notice to the mortgage holder at least:

(1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(2) 20 days before the effective date of cancellation, if we cancel for any other reason.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

2. We need not mail or deliver this notice if:

   a. We or another company within our insurance group have offered to issue a renewal policy; or

   b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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IL 02 47 04 98

MAINE CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs 2., 4. and 6. of the Cancellation Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured. If we cancel, cancellation will not be effective prior to 10 days after receipt by the first Named Insured of the notice of cancellation.

4. Notice of cancellation to the first Named Insured will state the effective date of and reasons for cancellation. The policy period will end on that date.

6. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

B. If this policy has been in effect for 60 days or more, or if it is a renewal or continuation of a policy issued by us, the following is added to the Cancellation Common Policy Condition and supersedes any other provisions to the contrary:

7. We may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Fraud or material misrepresentation made by you or with your consent in obtaining the policy, continuing the policy or in presenting a claim under the policy;

c. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;

d. Failure to comply with reasonable loss control recommendations;

e. Substantial breach of contractual duties, conditions or warranties; or

f. Determination by the superintendent of insurance that the continuation of a class or block of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Maine or any other state.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver notice of nonrenewal to the first Named Insured. Nonrenewal will not be effective prior to 30 days after the receipt by the first Named Insured of the notice of nonrenewal. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

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IL 09 13/HO 306 (Ed. 01 82)

INSURANCE INSPECTION SERVICES EXEMPTION FROM LIABILITY

THE FOLLOWING LIMITS OUR LIABILITY

We, the insurance company, our agents, employees or service contractors, are not liable for damages from injury, death or loss occurring as a result of any act or omission in the furnishing of or the failure to furnish insurance inspection services related to, in connection with or incidental to the issuance or renewal of a policy of property or casualty insurance.

This exemption from liability does not apply:

A. If the injury, loss or death occurred during the actual performance of inspection services and was proximately caused by our negligence, or by the negligence of our agents, employees or service contractors;

B. To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;

C. In any action against us, our agents, employees or service contractors for damages proximately caused by our acts or omissions which are determined to constitute a crime, actual malice or gross negligence; or

D. If we fail to provide this written notice to the insured whenever the policy is issued or when new policy forms are issued upon renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 09 13 04 98

INSURANCE INSPECTION SERVICES EXEMPTION FROM LIABILITY

THE FOLLOWING LIMITS OUR LIABILITY

We, the insurance company, our agents, employees, or service contractors, are not liable for damages from injury, death or loss occurring as a result of any act or omission in the furnishing of or the failure to furnish insurance inspection services related to, in connection with or incidental to the issuance or renewal of a policy of property or casualty insurance.

This exemption from liability does not apply:

A. If the injury, loss or death occurred during the actual performance of inspection services and was proximately caused by our negligence, or by the negligence of our agents, employees or service contractors;

B. To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;

C. In any action against us, our agents, employees, or service contractors for damages proximately caused by our acts or omissions which are determined to constitute a crime, actual malice or gross negligence; or

D. If we fail to provide this written notice to the insured whenever the policy is issued or when new policy forms are issued upon renewal.

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MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. Paragraph 2. of CANCELLATION (Common Policy Conditions) is replaced by the following:

   We may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

   b. 45 days before the effective date of cancellation if we cancel for any other reason.

2. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.

   The following condition is added:

   WHEN WE DO NOT RENEW

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 45 days before the expiration date. Even if we do not comply with these terms, this Coverage Part will terminate:

   1. On the expiration date, if:

      a. You fail to perform any of your obligations in connection with the payment of premium for the Coverage Part or the renewal of the Coverage Part or any installment payment, whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit;

      b. We have indicated our willingness to renew this Coverage Part to you or your representative;

      c. You have notified us or our agent that you do not want to renew this Coverage Part; or

   2. On the effective date of any other insurance policy issued as a replacement for any insurance afforded by this Coverage Part, with respect to insurance to which both policies apply.

   If notice is mailed, proof of mailing will be sufficient proof of notice.

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MICHIGAN CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The paragraph relating to prejudgment interest in SUPPLEMENTARY PAYMENTS (Section I) is replaced by the following:

Prejudgment interest awarded against the insured on that part of the judgment we pay.

B. With respect to the DUTIES Condition (Section IV):

1. Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.
2. The last sentence of paragraph 2.b. is deleted.
3. The reference to paragraph d. is amended to read paragraph e.
4. The following is added:

   d. Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

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IL 02 86 04 98

MICHIGAN CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

*This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

A. The Cancellation Common Policy Condition is amended as follows:

1. Paragraph 1. is replaced by the following:

   The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us or our authorized agent advance notice of cancellation.

2. Paragraph 3. is replaced by the following:

   We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.

3. Paragraph 5. is replaced by the following:

   If this policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or $25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing shall be sufficient proof of notice.

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MINNESOTA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The EXAMINATION OF YOUR BOOKS AND RECORDS Common Policy Condition is replaced by the following:

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to one year afterward.

B. Paragraph 6. of SUPPLEMENTARY PAYMENTS—COVERAGES A AND B (Section I) is replaced by the following:

6. Prejudgment interest awarded against the insured on that part of the judgment we pay.

C. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV—Commercial General Liability Conditions) is amended by the addition of the following:

Our rights do not apply against any person or organization insured under this or any other Coverage Part we issue with respect to the same "occurrence."

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IL 02 45 12 97

MINNESOTA CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

B. *The following provisions apply except when* paragraph **C.** of this endorsement applies:

The Cancellation Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy, subject to the provisions of **B.3.** below, by first class mailing, or by delivery, of a written notice of cancellation to the first Named Insured and any agent, to their last mailing addresses known to us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
3. **Policies In Effect**

   a. Less Than 90 Days

   If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving notice at least:

   (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

   (2) 30 days before the effective date of cancellation, if we cancel for any other reason.

   b. 90 Days Or More

   If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

   (1) Nonpayment of premium;

   (2) Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;

   (3) An act or omission by you that substantially increases or changes the risk insured;

   (4) Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;

   (5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

   (6) Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. Any notice of cancellation pursuant to this item shall advise the policyholder that he or she has 10 days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 30 business days after receipt of the appeal;

   (7) A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or

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(8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. This provision for cancellation for failure to pay dues shall not be applicable to persons who are retired at 62 years of age or older or who are disabled according to social security standards.

Under this item **B.3.b.**, we otice at least:

(1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or

(2) 60 days before the effective date, if we cancel for a reason described in **B.3.b.(2)** through **(8)** above. The notice of cancellation will state the reason for cancellation.

4. If this policy is cancelled, we will send the first Named Insured any premium refund due. If first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

C. The following applies with respect to coverage provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

1. If this Coverage Part covers buildings used for residential purposes (other than hotels or motels), and has been:

   a. In effect for at least 60 days, or

   b. Renewed by us,

   Paragraphs **A.2.** and **A.6.** of the Cancellation Common Policy Condition do not apply, and the following is added to the Cancellation Common Policy Condition:

   We may not cancel this policy, except for:

   (1) Nonpayment of premium;

   (2) Misrepresentation or fraud made by you or with your knowledge:

   (a) In obtaining this policy; or

   (b) In connection with a claim under this policy;

   (3) An act or omission by you that materially increases the risk we originally accepted; or

   (4) A physical change in the Covered Property which:

   (a) Is not corrected or restored within a reasonable time after it occurs; and

   (b) Results in the property becoming uninsurable.

   We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation. The notice of cancellation will contain the reason for cancellation.

2. When this Coverage Part covers buildings used for residential purposes (other than hotels or motels), and is a new policy which has been in effect fewer than 60 days, cancellation is subject to the terms of the *Cancellation Common Policy Condition* except for paragraph **A.2.**, and is not subject to paragraph **B.** or paragraph **C.1.** of this endorsement. Under this item, **C.2.**, paragraph **A.2.** of the Cancellation Common Policy Condition is replaced by the following:

   We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

D. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

If w this policy, we will mail, by first class mail, or deliver written notice of nonrenewal to the first Named Insured and any agent, to their last mailing addresses known to us, at least 60 days before the expiration date.

We need not mail or deliver this notice if you have:

1. Insured elsewhere;
2. Accepted replacement coverage; or
3. Agreed not to renew this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 82 04 98

MISSISSIPPI CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL CRIME — LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM K
COMMERCIAL CRIME — LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L
COMMERCIAL CRIME — SAFE DEPOSITORY LIABILITY COVERAGE FORM M
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The following condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least:
   a. 10 days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium; or
   b. 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.
2. The notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Paragraph f. of the Mortgage Holders condition, if any, is replaced by the following:

   f. If we cancel this policy, we will give written notice to the mortgage holder at least 30 days before the effective date of cancellation.

C. In the Businessowners Common Policy Conditions, paragraph 2.a. of the Cancellation condition, which provides for 5 days' notice of cancellation under certain circumstances, is deleted.

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MISSOURI CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A. When this endorsement is attached to the Standard Property Policy CP 00 99 the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.

B. With respect to the:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL CRIME COVERAGE PART—EXCEPT COVERAGE FORMS A AND B
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY—LEGAL LIABILITY COVERAGE FORM CP 00 40
COMMERCIAL PROPERTY—MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM CP 00 70
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART;

the following Cancellation and Nonrenewal provisions apply:

1. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

   b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:

      (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;

      (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;

      (3) We become insolvent; or,

      (4) We involuntarily lose reinsurance for this policy.

   c. 60 days before the effective date of cancellation if we cancel for any other reason.

NONRENEWAL

2. The following is added and supersedes any provision to the contrary:

   a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for non-

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renewal, at least sixty days prior to the effective date of the nonrenewal.

b. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. With respect to the:

COMMERCIAL PROPERTY COVERAGE PART

FARM PROPERTY—OTHER FARM PROVISIONS

FORM—ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS COVERAGE FORM

FARM— LIVESTOCK COVERAGE FORM

FARM—MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

the Cancellation Common Policy Condition is replaced by the following:

CANCELLATION, NONRENEWAL AND DECREASES IN COVERAGE

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:
   a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
   b. 30 days before the effective date of this action if for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of:
   a. Cancellation will state the effective date of cancellation. The policy period will end on that date.
   b. Any other action will state the effective date of that action.
5. If this policy is cancelled, not renewed, reduced in amount or adversely modified, we will send the first Named Insured any premium refund due. If we take this action, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. This action will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

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MONTANA STATE SPECIFIC ENDORSEMENTS – NOTICE TO POLICYHOLDERS

BROADENINGS OF COVERAGE

CG 27 07 – MONTANA CHANGES – EXTENDED REPORTING PERIODS (CGL Claims-Made)

CG 27 08 – MONTANA CHANGES – EXTENDED REPORTING PERIODS (Liquor Claims-Made)

CG 27 09 – MONTANA CHANGES – EXTENDED REPORTING PERIODS (Products Claims-Made)

These new endorsements amend the Extended Reporting Periods provision in the underlying coverage forms to restrict only the insurer's right to cancel the policy during the Extended Reporting Period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 01 67 04 98

MONTANA CHANGES—CONFORMITY WITH STATUTES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following Condition is added:

Conformity with Montana statutes. The provisions of this policy or Coverage Part conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this policy or Coverage Part.

However, with respect to insurance provided under the Commercial Automobile Coverage Part, while a covered "auto" is away from Montana:

1. We will increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
2. We will provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.
3. No one will be entitled to duplicate payments for the same elements of loss.

B. Any provision of this policy or Coverage Part (including endorsements which modify the policy or Coverage Part) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 43 04 98

MONTANA CHANGES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
EMPLOYEE-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

*This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P.)

A. Paragraph **2.** of the Cancellation Common Policy Condition is replaced by the following:

2.a. MIDTERM CANCELLATION

We may cancel this policy based on the provisions below, by mailing or delivering written notice to the first Named Insured at least 10 days before the effective date of cancellation:

(1) If this policy has been in effect for less than 60 days, except as provided in **2.a.(3)** below, we may cancel for any reason.

(2) If this policy has been in effect for 60 days or more, we may cancel this policy prior to the expiration of the agreed term or prior to one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons:

a. Failure to pay a premium when due;

b. Material misrepresentation;

c. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

d. Substantial breaches of contractual duties, conditions or warranties;

e. Determination by the Commissioner of Insurance that continuation of the policy would place us in violation of the Montana Insurance Code;

f. Financial impairment of us; or

g. Such other reasons that are approved by the Commissioner of Insurance.

(3) If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in **2.a.(2)** above.

b. **ANNIVERSARY CANCELLATION**

We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

B. Paragraph **5.** of the Cancellation Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.

C. Any When We Do Not Renew condition is deleted.

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The following When We Do Not Renew condition is added:

1. If we elect not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations and agent, if any, a notice of intention not to renew at least 30 days before the agreed expiration date.
2. We need not mail or deliver this notice if:
   a. You have purchased insurance elsewhere;
   b. You have accepted replacement coverage;
   c. You have requested or agreed to nonrenewal; or
   d. This policy is expressly designated as nonrenewable.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 59 12 89

NEBRASKA CHANGES — CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

*This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A. Paragraphs 2. and 3. of the CANCELLATION Common Policy Condition are replaced by the following:

2. a. If this policy has been in effect for 60 days or less, we may cancel this policy for any reason.

b. If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) The policy was obtained through material misrepresentation;

(3) Any insured has submitted a fraudulent claim;

(4) Any insured has violated the terms and conditions of this policy;

(5) The risk originally accepted has substantially increased;

(6) Certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all or a substantial part of the underlying risk insured; or

(7) The determination by the Director of Insurance that the continuation of the policy could place us in violation of the Nebraska Insurance laws.

c. If we cancel this policy subject to 2.a. or 2.b. above, we will mail to the first Named Insured a written notice of cancellation, stating the reasons for cancellation, at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

2. 60 days before the effective date of cancellation if we cancel for other reason.

3. We will mail our notice to the first Named Insured's last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

B. Paragraph 6. of the CANCELLATION Common Policy Condition does not apply.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured, at least 60 days prior to the expiration date of this policy.

2. Any notice of nonrenewal will be mailed by first class mail to the Named Insured's last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 51 04 98

NEVADA CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The following are added to the Cancellation Common Policy Condition:

7. a. **MIDTERM CANCELLATION**

If this policy has been in effect for 70 days or more, or if this policy is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Conviction of the insured of a crime arising out of acts increasing the hazard insured against;

(3) Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder;

(4) Discovery of an act or omission or a violation of any condition of the policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;

(5) A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(6) A determination by the commissioner that continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public;

(7) A determination by the commissioner that the continuation of the policy would violate, or place us in violation of, any provision of the code.

b. **ANNIVERSARY CANCELLATION**

If this policy is written for a term longer than one year, we may cancel for any reason at an anniversary, by mailing or delivering written notice of cancellation to the first Named Insured at the last mailing address known to us at least 60 days before the anniversary date.

B. The following is added as an additional Condition and supersedes any other provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations a notice of intention not to renew at least 60 days before the agreed expiration date.

   If notice is mailed, proof of mailing will be sufficient proof of notice.

2. We need not provide this notice if:

   a. You have accepted replacement coverage;

   b. You have requested or agreed to nonrenewal; or

   c. This policy is expressly designated as nonrenewable.

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C. NOTICES

1. Notice of cancellation or nonrenewal in accordance with **A.** or **B.** above, will be mailed, first class or certified, or delivered to the first Named Insured at the last mailing address known to us and will state the reason for cancellation or nonrenewal.
2. We will also provide a copy of the notice of cancellation, for both policies in effect less than 70 days and policies in effect 70 days or more, to the agent who wrote the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 01 35 12 86

NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the CANCELLATION Common Policy Conditions are replaced by the following:

2. a. We may cancel this policy by mailing or delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Substantial increase in hazard;

(2) 60 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or

(3) Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.

3. We will mail or deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

b. Certified mail if cancellation is for any other reason.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or deliver this notice if:

(a) We have indicated a willingness to renew;

(b) We refuse to renew due to nonpayment of premium;

(c) You do not pay any advance premium required by us for renewal; or

(d) Any property covered in this policy is insured under any other insurance policy.

3. If notice is mailed, proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 26 20 10 93

NEW JERSEY CHANGES – LOSS INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ("OCCURRENCE" VERSION)

The following Condition is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. Your Right to Loss Information

We will provide the first Named Insured shown in the Declarations the following loss information relating to this and any preceding general liability Coverage Part we have issued to you during the previous three years:

a. A list or other record of each "occurrence" of which we were notified in accordance with paragraph 2.a. of the Duties in the Event of Occurrence, Offense, Claim or Suit Condition in this Section. We will include a brief description of the "occurrence" and information on whether any claim arising out of the "occurrence" is open or closed.

b. A summary by policy year, of payments made and amounts reserved, stated separately under any applicable General Aggregate Limit and Products/Completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

We will provide this information only if we receive a written request from the first Named Insured during the policy period. We will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any Insured.

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POLICY NUMBER: NGB0149781 00

COMMERCIAL GENERAL LIABILITY
CG 26 49 09 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – COVERAGE FOR LIABILITY FOR HAZARDS OF LEAD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Lead Liability Limit	$50,000 Any One Person

A. The following is added to Exclusion f., Pollution, of Paragraph 2., Exclusions, under Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

f. Pollution

Paragraphs (1)(a) and (d)(i) do not apply to "bodily injury" arising out of lead contamination, or out of the inhalation, ingestion, use, handling or contact with lead paint.

B. *The following is added to Section III – Limits Of Insurance:*

Subject to Paragraph 5., the Lead Liability Limit shown in the Schedule above is the most we will pay under Coverage A for damages because of "bodily injury" sustained by an one person arising out of lead contamination, or out of the inhalation, ingestion, use, handling or contact with lead paint.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 08 04 98

NEW JERSEY CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

*This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

B. Paragraph **2.** of the Cancellation Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:

a. We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

(i) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'; and

(ii) "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

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(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

C. The following is added to the Cancellation Common Policy Condition:

7. **Cancellation Of Policies In Effect For 60 days Or More**

a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);

(3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;

(4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;

(5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;

(6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;

(7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;

(8) Loss of or reduction in available insurance capacity;

(9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;

(10) Loss of or substantial changes in applicable reinsurance;

(11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;

(12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefor and a reasonable opportunity to respond;

(13) Agency termination, provided:

(a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or

(b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.

(14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.

b. If we cancel this policy based on paragraphs 7.a.(1) or (2) above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.

d. Notice will be sent to the last mailing addresses known to us, by:

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(1) Certified mail; or

(2) First class mail, if we have obtained from the Post Office a date stamped proof of mailing showing names and addresses.

e. We need not send notice of cancellation if you have:

(1) Replaced coverage elsewhere; or

(2) Specifically requested termination.

D. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.

2. This notice will be sent to the first Named Insured at the last mailing address known to us by:

a. Certified mail; or

b. First class mail, if we have obtained from the Post Office a date stamped proof of mailing showing the first Named Insured's name and address.

3. We need not mail or deliver this notice if you have:

a. Replaced coverage elsewhere; or

b. Specifically requested termination.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 01 04 04 97

NEW YORK CHANGES PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

A. Paragraph **b.** of the Premium Audit Condition (Section IV) is replaced by the following:

5. Premium Audit

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed $1,500. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

B. Except as provided in paragraph **A.** above, the Examination Of Your Books And Records Common Policy Condition continues to apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 01 63 01 96

NEW YORK CHANGES
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 1.a. of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is replaced by the following:

1. **Insuring Agreement**

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

   (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and

   (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B.

B. Paragraph 1.a. of COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY (Section I – Coverages) is replaced by the following:

1. **Insuring Agreement**

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

   (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and

   (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B.

C. The following is added as paragraph e. to the DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT Condition (Paragraph 2. of Section IV – Commercial General Liability Conditions):

2. **Duties In The Event of Occurrence, Offense, Claim or Suit**

   e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

D. The definition of "loading or unloading" in the DEFINITIONS Section does not apply.

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NEW YORK CHANGES – TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following Condition is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Transfer of Duties When a Limit of Insurance is Used Up.

a. If we conclude that, based on "occurrences," offenses, claims or "suits" which have been reported to us and to which this insurance may apply, the:

   (1) General Aggregate Limit (other than the Products/Completed Operations Aggregate Limit);

   (2) Products/Completed Operations Aggregate Limit;

   (3) Personal and Advertising Injury Limit;

   (4) Each Occurrence Limit; or

   (5) Fire Damage Limit

   is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.

b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgments or settlements:

   (1) We will notify the first Named Insured, in writing, as soon as practicable, that:

      (a) Such a limit has actually been used up; and

      (b) Our duty to defend "suits" seeking damages subject to that limit has also ended.

   (2) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits."

      We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

      We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

   (3) The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph b.(2) above.

   The duty of the first Named Insured to reimburse us will begin on:

   (1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph a. above; or

   (2) The date on which we sent notice in accordance with paragraph b.(1) above, if we did not send notice in accordance with paragraph a. above.

d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

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NEW YORK CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The LEGAL ACTION AGAINST US Condition (Section IV) is replaced by the following:

LEGAL ACTION AGAINST US

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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NEW YORK CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **1.**, **2.**, **3.** and **5.** of the Cancellation Common Policy Condition are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

2. **Cancellation Of Policies In Effect:**

   a. **60 Days Or Less**

   We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   (1) 30 days before the effective date of cancellation if we cancel for any reason not included in paragraph **A.2.a. (2)** below.

   (2) 15 days before the effective date of cancellation if we cancel for any of the following reasons:

   (a) Nonpayment of premium;

   (b) Conviction of a crime arising out of acts increasing the hazard insured against;

   (c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;

   (d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;

   (e) Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, that results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, *occurring after issuance or last* annual renewal anniversary date of the policy, that causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

   (f) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize *our solvency or be hazardous to* the interest of our policyholders, our creditors or the public;

   (g) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or

   (h) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting

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the insurance proceeds. If we cancel for this reason, you may make a written request to the Insurance Department, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Insurance Department.

b. **For More Than 60 Days**

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed in paragraph **A.2.a.(2)** above, provided we mail the first Named Insured written notice at least 15 days before the effective date of cancellation.

3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or $60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the Cancellation Common Policy Condition:

7. If one of the reasons for cancellation in paragraphs **A.2.a.(2)** or **D.2.b.(2)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. The following Conditions are added:

1. **Nonrenewal**

If we decide not to renew this policy we will send notice as provided in paragraph **C.3.** below.

2. **Conditional Renewal**

If we conditionally renew this policy subject to a:

a. Change of limits;

b. Change in type of coverage;

c. Reduction of coverage;

d. Increased deductible;

e. Addition of exclusion; or

f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in paragraph **C.3.** below.

3. **Notices Of Nonrenewal And Conditional Renewal**

a. If we decide not to renew this policy or to conditionally renew this policy as provided in paragraphs **C.1.** and **C.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:

(1) The expiration date; or

(2) The anniversary date if this is a continuous policy.

b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.

d. If we violate any of the provisions of paragraphs **C.3.a.**, **b.** or **c.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

(1) Coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60 day period, has replaced the coverage or elects to cancel.

(2) On or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional

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policy period, has replaced the coverage or elects to cancel.

e. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

D. The following provisions apply when the Commercial Property Coverage Part or the Farm Coverage Part is made a part of this policy:

1. Items D.2. and D.3. apply if this policy meets the following conditions:

a. The policy is issued or issued for delivery in New York State covering property located in this state; and

b. The policy insures:

(1) For loss of or damage to structures, other than hotels or motels, used predominantly for residential purposes and consisting of no more than four dwelling units; or

(2) For loss of or damage to personal property other than farm personal property or business property; or

(3) Against damages arising from liability for loss of, damage to or injury to persons or property, except liability arising from business or farming; and

c. The portion of the annual premium attributable to the property and contingencies described in 1.b. exceeds the portion applicable to other property and contingencies.

2. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. Procedure And Reasons For Cancellation

a. We may cancel this entire policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. But if this policy:

(1) Has been in effect for more than 60 days; or

(2) Is a renewal of a policy we issued:

we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Conviction of a crime arising out of acts increasing the risk of loss;

(3) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;

(4) Discovery of willful or reckless acts or omissions increasing the risk of loss;

(5) Physical changes in the covered property that make that property uninsurable in accordance with our objective and uniformly applied underwriting standards in effect when we:

(a) Issued the policy; or

(b) Last voluntarily renewed the policy;

(6) The Superintendent of Insurance's determination that continuing the policy would violate Chapter 28 of the Insurance Law; or

(7) Required pursuant to a determination by the Superintendent of Insurance that the continuation of our present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.

3. The following are added:

a. **Conditional Continuation**

Instead of canceling this policy, we may continue it on the condition that:

(1) The policy limits be changed; or

(2) Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mail or deliver to the first Named Insured written notice at least 20 days before the effective date of the change or elimination. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

b. **Nonrenewal**

If, as allowed by the laws of New York State, we:

(1) Do not renew this policy; or

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(2) Condition policy renewal upon:

(a) Change of limits; or

(b) Elimination of coverage;

we will mail or deliver written notice of nonrenewal or conditional renewal:

(a) At least 45 days; but

(b) Not more than 60 days;

before the expiration date of the policy. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

E. The following is added to the Farm Property—Other Farm Provisions Form—Additional Coverages, Conditions, Definitions and the Commercial Property Coverage Part:

When the property is subject to the Anti-Arson Application in accordance with New York Insurance Department Regulation No. 96, the following provisions are added:

Unless you return the completed, signed and affirmed anti-arson application to us:

1. Or our broker or agent within 45 days of the effective date of the policy, we will rescind this entire policy by giving:

   a. 5 days written notice to you; and.

   b. 10 days written notice to the mortgage holder shown in the Declarations.

2. 15 days before the expiration date of the policy, we will not renew the policy. We will give written notice of nonrenewal:

   a. To you at least 5 days before the expiration date of the policy; and

   b. To the mortgage holder shown in the Declarations at least 10 days before the expiration of the policy.

These nonrenewal provisions supersede all other such provisions of this policy including this endorsement.

If the notice in 1. or 2. above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

F. The following applies to the Commercial Property Coverage Part and the Farm Coverage Part:

Paragraphs f. and g. of the Mortgage Holders Condition are replaced by the following:

f. Cancellation

(1) If we cancel this policy, we will give written notice to the mortgage holder at least:

(a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(b) 30 days before the effective date of cancellation if we cancel for any other reason.

(2) If you cancel this policy, we will give written notice to the mortgage holder. With respect to the mortgage holder's interest only, cancellation will become effective on the later of:

(a) The effective date of cancellation of the insured's coverage; or

(b) 10 days after we give notice to the mortgage holder.

g. Nonrenewal

(1) If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

(2) If you elect not to renew this policy, we will give written notice to the mortgage holder. With respect to the mortgage holder's interest only, nonrenewal will become effective on the later of:

(a) The expiration date of the policy; or

(b) 10 days after we give notice to the mortgage holder.

G. The following provisions apply when the following are made a part of this policy:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

FARM LIABILITY COVERAGE FORM

LIQUOR LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with paragraph C.3.d. above.

2. The last sentence of Limits Of Insurance does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

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NORTH CAROLINA CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

*This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B) or public employee dishonesty (Coverage Forms O and P).

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. a. **Cancellation Of Policies In Effect Less Than 60 Days**

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. **Cancellation Of Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

(1) Expiration of the policy term; or

(2) Anniversary date,

stated in the policy only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;

(c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;

(d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;

(e) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;

(f) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;

(g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;

(h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;

(i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in

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violation of the laws of North Carolina; or

(j) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by-laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

(i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(ii) 30 days before the effective date of cancellation if we cancel for any other reason.

c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.

d. We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.

B. The following provisions are added and supersede any other provisions to the contrary:

1. NONRENEWAL

a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:

(1) Expiration of the policy if this policy has been written for one year or less; or

(2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.

b. We need not mail or deliver the notice of nonrenewal if you have:

(1) Insured property covered under this policy, under any other insurance policy;

(2) Accepted replacement coverage; or

(3) Requested or agreed to nonrenewal of this policy.

c. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The written notice of cancellation or nonrenewal will:

a. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and

b. State the reason or reasons for cancellation or nonrenewal.

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NORTH DAKOTA CHANGES—EXAMINATION OF YOUR BOOKS AND RECORDS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

The Examination Of Your Books And Records Common Policy Condition is replaced by the following:

EXAMINATION OF YOUR BOOKS AND RECORDS

1. *Except as provided in 2. below, we may examine and audit your books and records as they relate to this* policy at any time during the policy period and up to three years afterward.
2. Any audit conducted to determine the premium due or to be refunded must be completed within 180 days after:
   a. The expiration date of the policy; or
   b. The anniversary date, if this is a continuous policy or a policy written for a term longer than one year;

   unless you agree in writing to extend the audit period.

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NORTH DAKOTA CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the Cancellation Common Policy Condition are replaced by paragraphs **2.** and **3.** below, except to the extent that item **B.** of this endorsement applies.

2. POLICIES IN EFFECT:

a. For Less Than 90 Days

If this policy has been in effect for less than 90 days, we may cancel the policy for any reason by mailing to the first Named Insured, and agent, if any, written notice of cancellation at least:

(1) 10 days before the effective date of cancellation; or

(2) 5 days before the effective date of cancellation for any condition stated in paragraph **B.** of this endorsement.

b. For 90 Days Or More Or Policies With Terms Longer Than One Year Or Continuous Policies

If this policy has been in effect for 90 days or more, is a renewal of a policy we issued, is a policy issued for a term longer than one year or is a continuous policy, we may cancel the policy only for one or more of the following reasons:

(1) Nonpayment of premiums;

(2) Misrepresentation or fraud made by the "insured" or with the "insured's" knowledge in obtaining the policy or in pursuing a claim under the policy;

(3) The "insured's" actions that have substantially increased or substantially changed the risk insured;

(4) The "insured's" refusal to eliminate known conditions that increase the potential for loss, after our notification that the condition must be removed;

(5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

(6) Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured;

(7) A determination by the insurance commissioner that the continuation of the policy could place us in violation of North Dakota insurance laws;

(8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. Cancellation for this reason does not apply to persons who are retired at sixty-two years of age or older or to any person who is disabled according to social security standards;

(9) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to Covered Property or the occupancy thereof which

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substantially increases any hazard insured against; or

(10) Certain conditions exist, as stated in paragraph **B.** of this endorsement.

We will mail written notice of cancellation to the first Named Insured, and agent, if any, at least:

(a) 5 days before the effective date of cancellation for any condition stated in paragraph **B.** of this endorsement;

(b) 10 days before the effective date of cancellation for nonpayment of premium; or

(c) 30 days before the effective date of cancellation for any reason stated in paragraphs **2.b.(2)** through **(9)** above.

However, for policies with terms longer than one year or continuous policies, notice of cancellation will be mailed at least 30 days prior to any anniversary date for any reason stated in paragraphs **2.b.(1)** through **(9)** above.

If we cancel for a reason listed in paragraphs **2.b.(1)** through **(9)** above, the notice of cancellation will state our reasons for cancellation.

3. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.

B. We may also cancel the policy if one or more of the following conditions exist:

1. Buildings with at least 65% of the rental units in the building unoccupied.
2. Buildings that have been damaged by a covered cause of loss and the "insured" has stated or such time has elapsed as clearly indicates that the damage will not be repaired.
3. Buildings to which, following a fire, permanent repairs have not commenced within 60 days following satisfactory adjustment of loss.
4. Buildings that have been unoccupied 60 or more consecutive days, except buildings that have a seasonal occupancy, and buildings actually in the course of construction or repair and reconstruction which are properly secured against unauthorized entry.
5. Buildings that are in danger of collapse because of serious structural conditions or those buildings subject to extremely hazardous conditions not contemplated in filed rating plans such as those buildings that are in a state of disrepair as to be dilapidated.
6. Buildings on which, because of their physical condition, there is an outstanding order to vacate or an outstanding demolition order, or which have been declared unsafe in accordance with applicable law.
7. Buildings from which fixed and salvageable items have been or are being removed and the "insured" can give no reasonable explanation for the removal.
8. Buildings on which there is reasonable knowledge and belief that the property is endangered and is not reasonably protected from possible arson for the purpose of defrauding an insurer.
9. Buildings with any of the following conditions:
   a. Failure to furnish heat, water, sewer service, or public lighting for 30 consecutive days or more.
   b. Failure to correct conditions dangerous to life, health, or safety.
   c. Failure to maintain the building in accordance with applicable law.
   d. Failure to pay property taxes for more than one year.
10. Buildings that have characteristics of ownership condition, occupancy, or maintenance which are violative of law or public policy.

C. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and agent, if any, a notice of intention not to renew at least 30 days prior to the expiration date of the policy. The notice of nonrenewal will state our reason for nonrenewal.
2. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.
3. We need not mail or deliver this notice if you have:
   a. Insured elsewhere;
   b. Accepted replacement coverage; or
   c. Requested or agreed to nonrenewal.

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IL 01 79 04 94

OKLAHOMA NOTICE

The following statement is added to the policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 36 04 98

OKLAHOMA CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

*This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

(1) Nonpayment of premium;

(2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;

(3) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;

(4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

(6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

(7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

(8) Loss of or substantial changes in applicable reinsurance.

B. The following are added to the Common Policy Conditions and supersede any provisions to the contrary:

1. **Nonrenewal**

a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:

(1) The expiration date of this policy; or

(2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.

c. If notice is mailed:

(1) It will be considered to have been given to the first Named Insured on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

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d. If notice of nonrenewal is not mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.

e. We will not provide notice of nonrenewal if:

(1) We, or another company within the same insurance group, have offered to issue a renewal policy; or

(2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

f. If we have provided the required notice of nonrenewal as described in B.1.a. above, and thereafter extend the policy for a period of 90 days or less, we will not provide an additional nonrenewal notice with respect to the period of extension.

2. **Premium Or Coverage Changes At Renewal**

a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.

b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:

(1) The expiration date of this policy; or

(2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

c. If notice is mailed:

(1) It will be considered to have been given to the first Named Insured on the day it is mailed.

(2) Proof of mailing will be sufficient proof of notice.

d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.

e. If notice is not mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:

(1) 45 days after notice is given; or

(2) The effective date of replacement coverage obtained by the insured;

whichever occurs first.

If the first Named Insured then elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

f. We will not provide notice of the following:

(1) Changes in a rate, plan or policy form which are applicable to an entire class of business; or

(2) Changes which are based upon the altered nature or extent of the risk insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 79 04 98

OREGON CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

*This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. If this policy has been in effect for:

a. Fewer than 60 days and is not a renewal policy, we may cancel for any reason.

b. 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;

(4) Substantial breach of contractual duties, conditions or warranties;

(5) Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or

(6) Loss or decrease in reinsurance covering the risk.

c. 60 days or more or is a renewal policy, we may cancel for any other reason approved by the commissioner by rule, but only with respect to insurance provided under the following:

(1) A package policy that includes commercial property and commercial liability insurance;

(2) BUSINESSOWNERS POLICY;

(3) COMMERCIAL AUTOMOBILE COVERAGE PART;

(4) COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM K;

(5) COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L;

(6) COMMERCIAL CRIME—SAFE DEPOSITORY LIABILITY COVERAGE FORM M;

(7) COMMERCIAL GENERAL LIABILITY COVERAGE PART;

(8) COMMERCIAL PROPERTY COVERAGE PART—LEGAL LIABILITY COVERAGE FORM;

(9) COMMERCIAL PROPERTY COVERAGE PART—MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM;

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(10) EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART;

(11) FARM COVERAGE PART—FARM LIABILITY COVERAGE FORM;

(12) LIQUOR LIABILITY COVERAGE PART;

(13) PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART; or

(14) PROFESSIONAL LIABILITY COVERAGE PART.

B. Paragraph 3. of the Cancellation Common Policy Condition is amended by the addition of the following:

3. We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.

C. The following is added to the Cancellation Common Policy Condition:

7. **Number of Days' Notice of Cancellation**

a. With respect to insurance provided under 2.c.(1) through (14) above, cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice.

b. With respect to insurance other than that provided under 2.c.(1) through (14) above, cancellation will not be effective until at least:

(1) 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or

(2) 30 days after the first Named Insured receives our notice, if we cancel for any other reason.

D. Paragraph 6. of the Cancellation Common Policy Condition does not apply.

E. The following are added and supersede any provision to the contrary:

1. **Nonrenewal**

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:

a. Expiration date of the policy; or

b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.

Nonrenewal will not be effective until at least 30 days after the first Named Insured receives our notice.

2. **Mailing Of Notices**

If notice of cancellation or nonrenewal is mailed, a Post Office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 46 04 98

PENNSYLVANIA CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

A. The Cancellation Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. **Cancellation Of Policies In Effect For Less Than 60 Days**

   We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.
3. **Cancellation Of Policies In Effect For 60 Days Of More**

   If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

   a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

   b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

   c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

   f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

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4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. **Nonrenewal**

   If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. **Increase Of Premium**

   If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

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IL 09 10 (Ed. 01 81)/WC 37 06 02/HO-291 (Ed. 01 81)

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice or gross negligence.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 01 28 04 98

RHODE ISLAND CHANGES—PREJUDGMENT INTEREST

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM
COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM
COMMERCIAL CRIME—SAFE DEPOSITORY LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY—LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY—MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The paragraph in the Supplementary Payments section relating to prejudgment interest is replaced by the following:

1. Prejudgment interest awarded against you* on the entire judgment if we reject a written settlement offer by the plaintiff that is equal to or less than the applicable limit of insurance in this policy; or
2. If paragraph 1. above does not apply, prejudgment interest awarded against you* on that part of the judgment we pay.

*For the Commercial General Liability Coverage Part, Employment-Related Practices Liability Coverage Part, Farm Coverage Part, Liquor Liability Coverage Part, Owners and Contractors Protective Liability Coverage Part, Pollution Liability Coverage Part, Products/Completed Operations Liability Coverage Part, Professional Liability Coverage Part, Railroad Protective Liability Coverage Part and the Underground Storage Tank Policy, the word you is replaced by the term "the insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 01 97 04 98

RHODE ISLAND CHANGES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM
COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM
COMMERCIAL CRIME—SAFE DEPOSITORY LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY—LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY—MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

When an insurer or its agents recover payment on a casualty loss from a third party through subrogation, the insurer must first pay the insured the deductible portion of the casualty loss, less the prorated share of subrogation expenses and thereafter retain any funds in excess of the deductible portion of the recovery.

B. The following provision is added:

DIRECT LIABILITY OF INSURERS

We will be directly liable for those sums the insured becomes legally obligated to pay as damages to the injured party to which this insurance applies. In the event of that injured party's death, we will be directly liable for those sums the insured becomes legally obligated to pay as damages to the party entitled to sue as a result of the injured party's death, and to which this insurance applies.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 73 04 98

RHODE ISLAND CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

B. With respect to the:

COMMERCIAL INLAND MARINE COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART

FARM PROPERTY—OTHER FARM PROVISIONS FORM—ADDITIONAL COVERAGES,CONDITIONS, DEFINITIONS

FARM—LIVESTOCK COVERAGE FORM

FARM—MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM;

Paragraph 1. of the Cancellation Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by giving, mailing or delivering advance written notice of cancellation to us or to our agent who issued the policy..

C. With respect to all Coverage Parts and Policies addressed in this Endorsement, the Cancellation Common Policy Condition is amended by replacing paragraphs 2., 3., 5. and 6. with the following:

2. We may cancel this policy by giving, mailing or delivering to the first Named Insured and agent, if any, written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

a. Nonpayment of premium;

b. Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

c. Activities or omissions on your part which increase any hazard insured against, including a failure to comply with loss control recommendations;

d. Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to regulation, legislation, or court decision;

e. Loss or decrease of our reinsurance covering all or part of the risk or exposure covered by the policy;

f. Determination by the Commissioner of Insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this state;

g. Owner or occupant incendiarism;

h. Violation or breach by you of any policy terms or conditions;

i. Constructive or actual total loss of the Covered Property;

j. Such other reasons as may be approved by the Commissioner of Insurance.

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3. We will give, mail or deliver written notice to the first Named Insured at the last address known to us, and to the agent, if any.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

   However, if this policy is financed under a premium finance agreement and we cancel at the request of the premium finance company upon default of the first Named Insured, the refund will be pro rata.

   The cancellation will be effective even if we have not made or offered a refund.

6. Proof of giving, mailing or delivering notice of cancellation will be sufficient proof of notice.

D. With respect to all Coverage Parts and Policies addressed in this Endorsement, the following is added to the Cancellation Common Policy Condition:

7. We will provide you with the reason or reasons for cancellation if:

   a. You request in writing a statement of the reasons for cancellation; and

   b. You agree in writing to hold us harmless from liability for any:

      (1) Communication giving notice of, or specifying the reasons for, cancellation; or

      (2) Statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation as provided under paragraph **C.2.** above.

E. With respect to all Coverage Parts and Policies addressed in this Endorsement, the following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will give, mail or deliver to the first Named Insured and agent, if any, written notice of nonrenewal at least 30 days before:

   a. The expiration date of the policy; or

   b. An anniversary date of the policy, if the policy is written for a term longer than one year or with no fixed expiration date.

2. However, we need not give, mail or deliver this notice if:

   a. We have offered to issue a renewal policy; or

   b. The first Named Insured has obtained, or has agreed in writing to obtain, replacement coverage.

F. With respect to the:

COMMERCIAL INLAND MARINE COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART

FARM PROPERTY—OTHER FARM PROVISIONS FORM—ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS

FARM—LIVESTOCK COVERAGE FORM

FARM—MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM;

The following are added to the Common Policy Conditions:

If notice of cancellation or nonrenewal is mailed to the insured, we will use certified mail, return receipt requested. We will also obtain a written receipt from the United States Postal Service, showing the name and address of the first Named Insured stated in the policy; this receipt will be sufficient proof of mailing.

We will also give, mail or deliver written notice of cancellation, subject to **C.2.** above, and written notice of nonrenewal, subject to **E.1.** above, to any loss payee named in the policy. Mailing will be accomplished in accordance with the procedure stated in the above paragraph.

G. Under the Mortgage Holders Condition, the paragraphs pertaining to cancellation and nonrenewal are replaced by the following:

1. If we cancel this policy, we will give, mail or deliver written notice to the mortgage holder at least:

   a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

   b. 30 days before the effective date of cancellation if we cancel for any other reason.

2. If we do not renew this policy, we will give, mail or deliver written notice to the mortgage holder at least 10 days before:

   a. The expiration date of the policy; or

   b. An anniversary date of the policy, if the policy is written for a term longer than one year or with no fixed expiration date.

3. If notice of cancellation or nonrenewal is mailed, we will use certified mail, return receipt requested. We will also obtain a written receipt from the United States Postal Service, showing the name and address of the mortgage holder stated in the policy; this receipt will be sufficient proof of mailing.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 49 06 89

SOUTH CAROLINA CHANGES — CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of CANCELLATION Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured and the agent, if any, written notice of cancellation at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's and agent's last known addresses.

B. The following is added to the CANCELLATION Common Policy Condition:

7. CANCELLATION OF POLICIES IN EFFECT FOR 90 DAYS OR MORE

   If this policy has been in effect for 90 days or more or is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:

   a. Nonpayment of premium;

   b. Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy;

   c. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy;

   d. Substantial breaches of contractual duties, conditions or warranties; or

   e. Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of South Carolina.

   Prior to cancellation for reasons permitted in this item e., we will notify the Commissioner, in writing, at least sixty days prior to such cancellation and the Commissioner will, within thirty days of such notification, approve or disapprove such action.

   Any notice of cancellation will state the precise reason for cancellation.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and agent, if any, at least 30 days before:

   a. The expiration date of this policy, if the policy is written for a term of one year or less; or

   b. An anniversary date of this policy, if the policy is written for a term of more than one year or for an indefinite term.

   However, we will not refuse to renew a policy issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Any notice of nonrenewal will state the precise reason for nonrenewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 50 04 98

TENNESSEE CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

*This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

A. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

   The refund will be pro rata if:

   a. We cancel; or

   b. The policy is cancelled at the request of a premium finance company that has financed this policy under a premium finance agreement.

   The refund may be less than pro rata if the first Named Insured cancels the policy.

   The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the Cancellation Common Policy Condition:

CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

1. Nonpayment of premium, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;
2. Your conviction of a crime increasing any hazard insured against;
3. Discovery of fraud or material misrepresentation on the part of either of the following:
   a. You or your representative in obtaining this insurance; or
   b. You in pursuing a claim under this policy;
4. Failure to comply with written loss control recommendations;
5. Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;
6. Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;
7. Your violation or breach of any policy terms or conditions; or
8. Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and agent, at least 60 days before the expiration date unless:
   a. We have offered to issue a renewal policy; or
   b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

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2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following is added to the Premiums Common Policy Condition:

Whenever an insurance policy which is financed with a premium finance company is cancelled, the insurer shall return, within 30 days after the effective date of the cancellation, whatever gross unearned premiums are due under the insurance policy directly to the premium finance company for the account of the first Named Insured.

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CG 01 03 10 93

TEXAS CHANGES – CONDITIONS REQUIRING NOTICE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

With regard to Bodily Injury and Property Damage Liability, unless we are prejudiced by the insured's or your failure to comply with the requirement, any provision of this Coverage Part requiring you or any insured to give notice of "occurrence," claim or "suit" or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will not bar coverage under this Coverage Part.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 66 04 98

UTAH CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The following is added to the Cancellation Common Policy Condition:

7. If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Material misrepresentation;

c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or

d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first class mail.

B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

a. You have accepted replacement coverage;

b. You have requested or agreed to nonrenewal; or

c. This policy is expressly designated as nonrenewable.

3. If notice is mailed, proof of mailing is sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 01 68 09 92

TEXAS CHANGES – DUTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM
COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM
COMMERCIAL CRIME – SAFE DEPOSITORY LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 11/01/98 12:01 A.M. standard time	Policy No. NGB0149781 00
Named Insured WASTE MANAGEMENT, INC.	Countersigned by

(Authorized Representative)

The following is added to the DUTIES Condition.

We will notify the first Named Insured in writing of:

1. An initial offer to compromise or settle a claim made or "suit" brought against any insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
2. Any settlement of a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 75 06 95

TEXAS CHANGES—CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART—FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART—FARM LIABILITY COVERAGE FORM
FARM COVERAGE PART—LIVESTOCK COVERAGE FORM
FARM COVERAGE PART—MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
GLASS COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the First Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

The permissible reasons for cancellation are as follows:

a. If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.

b. If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:

(1) Fraud in obtaining coverage;

(2) Failure to pay premiums when due;

(3) An increase in hazard within the control of the insured which would produce an increase in rate;

(4) Loss of our reinsurance covering all or part of the risk covered by the policy; or

(5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

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B. The following condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
2. This paragraph, 2., applies unless the policy qualifies under paragraph 3. below. If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.
3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:
   a. The first Named Insured; and
   b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

   We will mail or deliver such notice to each last mailing address known to us.
4. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

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CG 01 86 11 94

UTAH CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. Any Condition titled:

Duties In the Event of Occurrence, Offense, Claim or Suit
Duties In the Event of Occurrence, Claim or Suit
Duties In the Event of Injury, Claim or Suit
Duties In the Event of A Pollution Incident, Claim or Suit
Insured's Duties In the Event of a Loss
Duties In the Event of An Underground Storage Tank Incident

requiring notice to us is amended to include:

"Notice to our authorized representative is notice to us."

B. The Legal Action Against Us Condition does not apply.

NGB0149781 00 11/01/98

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 66 04 98

UTAH CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The following is added to the Cancellation Common Policy Condition:

7. If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
   a. Nonpayment of premium;
   b. Material misrepresentation;
   c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
   d. Substantial breaches of contractual duties, conditions or warranties.

   If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.
8. Notice of cancellation must be delivered or mailed by first class mail.

B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.
2. We need not mail this notice if:
   a. You have accepted replacement coverage;
   b. You have requested or agreed to nonrenewal; or
   c. This policy is expressly designated as nonrenewable.
3. If notice is mailed, proof of mailing is sufficient proof of notice.

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CG 01 79 02 87

VIRGINIA CHANGES – AUTO/MOBILE EQUIPMENT AND NON OWNED WATERCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Definition 2. "Auto" of DEFINITIONS is replaced by the following:

   "auto" 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;

2. Definition 8. "Mobile Equipment" of DEFINITIONS is replaced by the following:

   "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 you, 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.

3. Paragraph (4) of Exclusion g. of COVERAGE A (Section I) is replaced by the following:

   (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft, watercraft or "autos"; or

4. Paragraph (5) of exclusion g. of COVERAGE A (Section I) does not apply.

5. The following is added to WHO IS AN INSURED (Section II):

   (5) With respect to watercraft that you do not own that is less than 26 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 26 47 05 98

VIRGINIA CHANGES—AMENDMENT OF POLLUTION EXCLUSION—EXCEPTION FOR BUILDING HEATING EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Subparagraph (1)(a) of Exclusion f. under paragraph 2., Exclusions of Bodily Injury And Property Damage Liability Coverage (Section I—Coverages) is replaced by the following:

This insurance does not apply to:

f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, subparagraph (a) does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

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IL 01 38 03 94

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2., 3. and 5. of the CANCELLATION Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering to you written notice of cancellation, stating the reason for cancellation, at least:

   a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. 45 days before the effective date of cancellation if we cancel for any other reason.

3. We will send written notice by registered or certified mail or deliver written notice to your last mailing address known to us.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be 90% of pro rata unless otherwise specified in our filed manual rules. The cancellation will be effective even if we have not made or offered a refund.

B. The last paragraph of the INSPECTIONS AND SURVEYS Common Policy Condition is replaced by the following:

This Condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to you, stating the reason for nonrenewal, at least:

   a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or

   b. 45 days before the expiration date if the nonrenewal is for any other reason.

2. We will send written notice by registered or certified mail or deliver written notice of nonrenewal to your last mailing address known to us.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 01 81 01 96

WASHINGTON CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion e. of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, exclusion e. is replaced with the following:

This insurance does not apply to:

(1) "Bodily injury" to an "employee" of the insured arising out of and in the course of:

(a) employment by the insured; or

(b) performing duties related to the conduct of the insured's business; or

(2) Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

B. Paragraphs 2.a.(1)(a), (b) and (c) of WHO IS AN INSURED (Section II) apply only to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, paragraphs 2.a.(1)(a), (b) and (c) of WHO IS AN INSURED (Section II) is replaced with the following:

However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal injury":

(a) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

(b) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or

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WASHINGTON STATE SPECIFIC ENDORSEMENTS - NOTICE TO POLICYHOLDERS

BROADENINGS IN COVERAGE

CG 01 81 – WASHINGTON CHANGES (CGL)
CG 28 99 – WASHINGTON CHANGES (Liquor)
CG 29 57 – WASHINGTON CHANGES (Products)
CG 29 99 – WASHINGTON CHANGES (Pollution)

These endorsements have been revised to track changes being made to Section II - Who Is an Insured provision in the underlying coverage forms by acknowledging the existence of a new form of business entity known as the limited liability company and by specifying members of limited liability companies as insureds.

CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS

CG 29 54 – WASHINGTON CHANGES – EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement is revised to delete the Products/Completed Operations Liability Coverage Part from the list of coverage forms to which it applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 01 24 01 93

WISCONSIN CHANGES – AMENDMENT OF POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. The following is added to CHANGES (Common Policy Conditions):

   If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

   a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or

   b. The agent later learns of this fact in the course of his dealings as an agent with you.

   Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

2. The LEGAL ACTION AGAINST US Condition (Section IV) does not apply.

3. The following is added to Condition 6. REPRESENTATIONS (Section IV):

   No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Part affects our obligation under this Coverage Part unless:

   a. We rely on it and it is either material or made with intent to deceive; or

   b. The facts misrepresented or falsely warranted contribute to the loss.

   No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach:

   a. Exists at the time of the loss; and

   b. Either increases the risk at the time of the loss or contributes to the loss.

   The provisions of this condition do not apply to nonpayment of premium.

4. Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV) is replaced by the following:

   In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

5. CONFORMITY TO STATUTE OR RULE

   Any provision of this policy (including endorsements which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

   The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. §227.11(2) and published in the Wisconsin Administrative Code.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 83 04 98

WISCONSIN CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in paragraph 7. below, we may cancel this policy only for one or more of the following reasons:

a. The policy was obtained by material misrepresentation;

b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;

c. There have been substantial breaches of contractual duties, conditions or warranties; or

d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

B. The following is added to the Cancellation Common Policy Condition:

7. **Anniversary Cancellation**

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

C. The following applies to the:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

1. We may rescind this policy because of the following:

a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;

b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;

c. Failure of a condition before a loss if such failure exists at the time of loss; or

d. Breach of a promissory warranty if such breach exists at the time of loss.

2. We may not rescind this policy:

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a. For the reasons in paragraphs **C.1.a.** and **C.1.b.** unless:

(1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or

(2) The facts misrepresented or falsely warranted contribute to the loss.

b. For the reasons in paragraphs **C.1.c.** and **C.1.d.** unless such failure or breach:

(1) Increases the risk at the time of loss; or

(2) Contributes to the loss.

3. If we elect to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

D. The following are added and supersede any other provisions to the contrary:

1. **Nonrenewal**

a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

(1) You have insured elsewhere;

(2) You have accepted replacement coverage;

(3) You have requested or agreed to nonrenewal of this policy; or

(4) This policy is expressly designated as nonrenewable.

b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

(1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and

(2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

2. **Anniversary Alteration**

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60 day period, in accordance with paragraph **1.** of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60 day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

3. **Renewal With Altered Terms**

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60 day period, in accordance with paragraph **1.** of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60 day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

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a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or

b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

E. Special Provision—Cancellation And Nonrenewal

With respect to insurance provided under the Commercial Automobile Coverage Part, we will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 01 60 10 93

WYOMING CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to paragraph 1.a.(2) of COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY (Section I—Coverages):

The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.

B. The following is added as the final full paragraph of paragraph 1. Insuring Agreement of COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B— PERSONAL AND ADVERTISING INJURY LIABILITY (Section I—Coverages):

Damages include prejudgment interest awarded against the insured.

C. Paragraph 6. dealing with prejudgment interest in Supplementary Payments—COVERAGES A and B (Section I—Coverages) is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 52 04 98

WYOMING CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A. 1. Paragraph **2.** of the Cancellation Common Policy Conditions is replaced by the following:

2. a. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium.

(2) Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy.

(3) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy.

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel, we will mail or deliver to the first Named Insured and the agent, if any, written notice of cancellation, stating the reason for cancellation at least:

(a) 10 days before the effective date of cancellation if cancellation is for the reason stated in **b.(1)** above; or

(b) 45 days before the effective date of cancellation if cancellation is for the reasons stated in **b.(3)** or **(4)** above.

2. The following is added to the Cancellation Common Policy Condition:

7. If we cancel this policy in accordance with paragraph **A.1.** of this endorsement, any unearned premium will be refunded to the first Named Insured prior to the effective date of cancellation.

B. The following is added as an additional Condition and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and the agent, if any, at least 45 days before:

a. The expiration date; or

b. The anniversary date if this is a continuous policy.

2. Notice of nonrenewal will state the reason for nonrenewal.

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3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 65 04 88

HAWAII CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL CRIME – SAFE DEPOSITORY LIABILITY COVERAGE FORM
COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY – PREMISES COVERAGE FORM
COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY – SAFE DEPOSIT BOX COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY – MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
FARM – FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

We may cancel this policy prior to the expiration of the agreed term, or one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons, by delivering to the first Named Insured written notice of cancellation, at least 30 days before the effective date of cancellation:

1. Nonpayment of premium;
2. Fraud or material misrepresentation;
3. Substantial increase in the risk hazard, except to the extent that we should have reasonably foreseen the change when entering into the contract;
4. Substantial breaches of contractual duties, conditions or warranties;
5. Violation of any local fire, health or safety statute or ordinance;
6. Conviction of the Named Insured for a crime having as one of its necessary elements, an act increasing any hazard that is insured against;
7. Determination by the insurance commissioner that the continuation of the policy places us in violation of chapter 431, Hawaii Revised Statutes; or
8. Any good faith reason with the approval of the insurance commissioner.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL OF POLICY

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, stating the reasons for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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Copyright, ISO Commercial Risk Services, Inc., 1986

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 01 21 04 98

ALASKA CHANGES—ATTORNEYS FEES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME—SAFE DEPOSITORY LIABILITY COVERAGE FORM
COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM
COMMERCIAL CRIME—LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY—LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY—MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 11/01/98 12:01 A.M. standard time	Policy No. NGB0149781 00
Named Insured WASTE MANAGEMENT, INC.	Countersigned by (Authorized Representative)

SCHEDULE

Attorney's Fees
for a Judgment of $ Additional Premium $

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

In any "suit" we defend in Alaska, our obligation under Supplementary Payments to pay all costs taxed against the "insured" is amended by the following:

A. We will pay that portion of the attorney's fees awarded as costs which does not exceed the amount allowed for a contested case in the schedule of attorney's fees contained in Alaska Civil Rule 82 for a judgment equal to the applicable Limit of Insurance.

B. However, if a premium and a judgment amount are shown in the Schedule, we will pay, instead of the attorney's fees provided in paragraph A. above, that portion of the attorney's fees awarded as costs which do not exceed the amount allowed for a contested case in Civil Rule 82 for the judgment amount shown in the Schedule.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 02 80 04 98

ALASKA CHANGES—CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

*This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A. The Cancellation Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing to you and the agent or broker of record written notice of cancellation. Such notice, stating the reason for cancellation, must be sent by first class mail at least:
   a. 10 days before the effective date of cancellation if we cancel for:
      (1) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against, or
      (2) Fraud or material misrepresentation by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under this policy; or
   b. 20 days before the effective date of cancellation if we cancel for:
      (1) Nonpayment of premium, or
      (2) Failure or refusal of the insured to provide the information necessary to confirm exposure or determine the policy premium; or
   c. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail our notice to your last known address and the last known address of the agent or broker of record.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.
6. If this policy is cancelled, we will return any premium refund due. If we cancel, we will return, as the refund, the pro rata unearned premium to the first Named Insured or, if applicable, to the premium finance company.

   If the first Named Insured cancels, the refund will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium. However, we will not retain this cancellation fee if this policy is cancelled:
   a. And rewritten with us or in our company group; or
   b. At our request; or

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c. Because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance; or

d. After the first year for a prepaid policy written for a term of more than one year.

The cancellation will be effective even if we have not made or offered a refund.

7. The premium for this policy:

a. May be earned at a varying rate; or

b. May be subject to a minimum; or

c. May have a fluctuating base.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice of nonrenewal, by first class mail, to you and the agent or broker of record at least 45 days before:

a. The expiration date; or

b. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

2. We need not mail notice of nonrenewal if:

a. We have manifested in good faith our willingness to renew; or

b. The first Named Insured has failed to pay any premium required for this policy; or

c. The first Named Insured fails to pay the premium required for renewal of this policy.

3. Any notice of nonrenewal will be mailed to your last known address and the last known address of the agent or broker of record. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

C. The following Condition is added:

NOTICE OF PREMIUM OR COVERAGE CHANGES ON RENEWAL

If the premium to renew this policy increases more than 10% for a reason other than an increase in coverage or exposure basis, or if after the renewal there will be a material restriction or reduction in coverage not specifically requested by the insured, we will mail written notice to your last known address and the last known address of the agent or broker of record at least 45 days before:

1. The expiration date; or

2. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 01 07 10 93

PUERTO RICO CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Wherever this Coverage Part requires any person to send any written material to us, such material may be sent directly to us or through any one of our authorized representatives.

B. The failure to give us prompt written notice of any "occurrence," offense, claim or "suit" or to send us copies of any demand, notice, summons or other legal papers received will not invalidate any claim made by the insured or free us from any responsibility in any "suit" if it can be shown not to have been reasonably possible to give the notice or forward the documents immediately, and that notice was given or the documents were sent as soon as reasonably possible.

C. Paragraph 3., LEGAL ACTION AGAINST US (Section IV—Commercial General Liability Conditions) applicable to any coverage afforded with respect to "occurrences" or offenses in Puerto Rico is replaced by the following:

No person or organization can sue us until the insured has fully complied with all of the terms of this Coverage Part.

D. The CANCELLATION Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this Coverage Part by mailing to us advance written notice of cancellation.

2. We may cancel this Coverage Part by mailing to the first Named Insured written notice of cancellation at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail our notice to the last address the first Named Insured has informed us of in writing or, otherwise, to the address shown in this Coverage Part.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. Any refund will be made within 15 days of a request by the first Named Insured for a refund; otherwise any refund will be made within 90 days of the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

6. Proof of mailing will be sufficient proof of notice.

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GU 7966a
(5-59)

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 11/01/98 (12:01 A.M., standard time), forms a part of Policy No. NGB0149781 00

Issued to WASTE MANAGEMENT, INC.

by RELIANCE NATIONAL INDEMNITY CO

STATE	STATE PREMIUM
ALABAMA	$171,970.00

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.

Countersigned by _____
Authorized Signature

GU 7966a
(5-59)

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 11/01/98 (12:01 A. M., standard time), forms a part of Policy No. NGB0149781 00

issued to WASTE MANAGEMENT, INC.

by RELIANCE NATIONAL INDEMNITY CO

STATE	STATE PREMIUM
DELAWARE	$20,852.00

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.

Countersigned by _____
Authorized Signature

GU 7966a
(5-59)

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 11/01/98 (12:01 A. M., standard time), forms a part of Policy No. NGB0149781 00

Issued to WASTE MANAGEMENT, INC.

by RELIANCE NATIONAL INDEMNITY CO

STATE	STATE PREMIUM
FLORIDA	$709,780.00

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.

Countersigned by _____
Authorized Signature

GU 7986a
(5-59)

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 11/01/98 (12:01 A. M., standard time), forms a part of Policy No. NGB0149781 00

Issued to WASTE MANAGEMENT, INC.

by RELIANCE NATIONAL INDEMNITY CO

STATE	STATE PREMIUM
GEORGIA	$225,980.00

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.

Countersigned by _____
Authorized Signature

GU 7966a
(5-59)

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 11/01/98 (12:01 A.M., standard time), forms a part of Policy No. NGB0149781 00

issued to WASTE MANAGEMENT, INC.

by RELIANCE NATIONAL INDEMNITY CO

STATE	STATE PREMIUM
LOUISIANA	$74,685.00

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.

Countersigned by _____
Authorized Signature

GU 7966a
(5-59)

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 11/01/98 (12:01 A. M., standard time), forms a part of Policy No. NGB0149781 00

issued to WASTE MANAGEMENT, INC.

by RELIANCE NATIONAL INDEMNITY CO

STATE	STATE PREMIUM
MASSACHUSETTS	$142,661.00

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.

Countersigned by _____
Authorized Signature

GU 7966a
(5-59)

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 11/01/98 (12:01 A. M., standard time), forms a part of Policy No. NGB0149781 00

issued to WASTE MANAGEMENT, INC.

by RELIANCE NATIONAL INDEMNITY CO

STATE	STATE PREMIUM
MISSISSIPPI	$72,742.00

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.

Countersigned by _____
Authorized Signature

GU 7966a
(5-59)

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 11/01/98 (12:01 A.M., standard time), forms a part of Policy No. NGB0149781 00

Issued to WASTE MANAGEMENT, INC.

by RELIANCE NATIONAL INDEMNITY CO

STATE	STATE PREMIUM
NEVADA	$1,632.00

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.

Countersigned by _____
Authorized Signature

GU 7966a
(5-59)

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 11/01/98 (12:01 A.M., standard time), forms a part of Policy No. NGB0149781 00

issued to WASTE MANAGEMENT, INC.

by RELIANCE NATIONAL INDEMNITY CO

STATE	STATE PREMIUM
NEW HAMPSHIRE	$64,095.00

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.

Countersigned by _____
Authorized Signature

GU 7966a
(5-59)

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 11/01/98 (12:01 A.M., standard time), forms a part of Policy No. NGB0149781 00

Issued to WASTE MANAGEMENT, INC.

by RELIANCE NATIONAL INDEMNITY CO

STATE	STATE PREMIUM
OKLAHOMA	$32,845.00

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.

Countersigned by _____
Authorized Signature

GU 7966a
(5-59)

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 11/01/98 (12:01 A. M., standard time), forms a part of Policy No. NGB0149781 00

Issued to WASTE MANAGEMENT, INC.

by RELIANCE NATIONAL INDEMNITY CO

STATE	STATE PREMIUM
PENNSYLVANIA	$440,454.00

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.

Countersigned by _____
Authorized Signature

GU 7966a
(5-59)

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 11/01/98 (12:01 A. M., standard time), forms a part of Policy No. NGB0149781 00

Issued to WASTE MANAGEMENT, INC.

by RELIANCE NATIONAL INDEMNITY CO

STATE	STATE PREMIUM
SOUTH CAROLINA	$133,961.00

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.

Countersigned by _____
Authorized Signature

GU 7966a
(5-59)

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 11/01/98 (12:01 A. M., standard time), forms a part of Policy No. NGB0149781 00

Issued to WASTE MANAGEMENT, INC.

by RELIANCE NATIONAL INDEMNITY CO

STATE	STATE PREMIUM
SOUTH DAKOTA	$18,549.00

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.

Countersigned by _____
Authorized Signature

GU 7966a
(5-59)

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 11/01/98 (12:01 A. M., standard time), forms a part of Policy No. NGB0149781 00

issued to WASTE MANAGEMENT, INC.

by RELIANCE NATIONAL INDEMNITY CO

STATE	STATE PREMIUM
WEST VIRGINIA	$14,511.00

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.

Countersigned by _____
Authorized Signature

GU 7966a
(5-59)

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 11/01/98 (12:01 A. M., standard time), forms a part of Policy No. NGB0149781 00

issued to WASTE MANAGEMENT, INC.

by RELIANCE NATIONAL INDEMNITY CO

STATE	STATE PREMIUM
WYOMING	$7,268.00

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.

Countersigned by _____
Authorized Signature

GU 7966a
(5-59)

COUNTERSIGNATURE ENDORSEMENT

This endorsement, effective 11/01/98 (12:01 A. M., standard time), forms a part of Policy No. NGB0149781 00

issued to WASTE MANAGEMENT, INC.

by RELIANCE NATIONAL INDEMNITY CO

STATE	STATE PREMIUM
PUERTO RICO	$67,110.00 open
	# 55,678

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.

Countersigned by _____
Authorized Signature

Outer Loop Landfill
A Waste Management Company
P.O. Box 19498 • 2673 Outer Loop Road • Louisville, Kentucky 40219
502/966-0272 • 502/964-3631

December 16, 1987

Mr. Bruce Palin
Chief, Plan Review Section
Solid and Hazardous Waste
Indiana Department of
Environmental Management
105 South Meridian Street
Indianapolis, Indiana 46225

RE: Construction and Operating Permit Application
Resource Recovery Facility and Transfer Station
Calumet Waste Systems, Lake County

Dear Mr. Palin:

This letter is enclosed with the permit application, the engineering drawings and the write-up necessary for your office to approve and grant a Construction and Operating Permit for a Resource Recovery Facility/ Transfer Station to Calumet Waste Systems at 7337 W. 15th Avenue in Gary, Indiana.

This facility is to be used for corrugated paper salvage and is to be constructed on the hauling company property on W. 15th Avenue. The only user of this facility will be Calumet Waste Systems.

Please do not hesitate to contact me should you or your staff have any questions as you review this application.

Very truly yours,

Cecil Iglehart

Cecil Iglehart, P.E.
District Engineer
Midwest Region

enclosure

cc: George Auwema
David Hanish
Trygve Bakkom
Gerard Hamblin

CI/ncm

INDIANA STATE BOARD OF HEALTH

APPLICATION FOR CONSTRUCTION/OPERATING PERMIT FOR SOLID WASTE MANAGEMENT FACILITIES

DEPT. USE ONLY:
CPP _____
OPP _____
Date Approved _____

See INSTRUCTIONS on Reverse Side

1. APPLICANT (Name and Address)

Calumet Waste Systems
P. O. Box 4147
Hammond, Indiana 46324

2. PROPERTY OWNER(S) (Name and Address)

Indiana Waste Systems, Inc.
P. O. Box 563
~~7300 West College Drive~~
Palos Heights, Illinois 60463
Phone # (312) 821-8100

3. NAME OF FACILITY Calumet Waste Systems Recycle Facility

LOCATION OF FACILITY
7337 W. 15th Avenue
CITY Gary, Indiana
COUNTY Lake ZIP 46406

4. LEGAL DESCRIPTION:

West half of block 4 of the JE Parke's subdivision of the East ½ of the southwest ¼ of ~~Section II, Township 36 North, Range~~ 9 West of the Second Principal Meridian as same appears in Plat Book 2, Page 46 in the Recorder Office in Lake County, Indiana

5. THE FOLLOWING DOCUMENTS ARE ATTACHED WHERE APPLICABLE:

- Evidence of proper zoning [X]
- Department of Natural Resources approval letter [ ]
- U.S.G.S. Topo Map (7½ minute) [X]
- U.S.D.A. Soils Map [ ]
- Topographic plot plan [X]
- Geological information:-
  - Soils [ ] Geology [ ]
  - Monitoring wells [ ] Groundwater [ ]
- Operational Narrative [X]

6. TYPE OF OPERATION:

Recycle/Transfer Station

7. PERMIT APPLICATION

- Construction Permit [X]
- Operating Permit [X]
- Construction Permit Amendment [ ]

8. GENERAL INFORMATION

Number of acres proposed for permit .50 acres
Total acres of property 1.95 acres
Planned life of facility ± 20 years
Expected volume of waste _____ cu.yds/day
and/or ± 100 tons/day

9. WASTE TYPES RECEIVED AT SITE:

- Refuse [ ]
- Animal carcasses [ ]
- Demolition & construction debris [ ]
- Wood matter and brush [ ]
- Toxic & hazardous wastes:
  - With refuse [ ]
  - Separate area [ ]
- Other (specify) Commercial and industrial solid waste with a high percentage of ~~corrugated paper.~~

10. I hereby certify that to the best of my knowledge the above information and attached details are accurate and complete. Furthermore, the facility will be operated as heretofore described and in accordance with all rules and regulations under IC 13-7.

[signature]
Applicant's Signature

12-10-87
Date

[signature]
Owner's Signature

12-10-87
Date

SBH64-039
8/80

State Form 34579

Calumet Waste

Exhibit I

Project/Proposal TOWN OF HIGHLAND INDIANA

FINANCIAL ANALYSIS SUMMARY

I.	Total Capital Requirements (include any debt assumed)	$192,600
	When will capital be outlayed? September, 1978	
II.	Return on Investment - See Exhibit IV	
	Net Income After Tax / Investment	
	A) 1st year - ROI	24.9%
	B) 1st 3 years - Average ROI	37.1%
III.	Pre-Tax Income as a % of Revenue 1st year	19.3%
IV.	Annual Revenue Per $ of Initial Capital Investment - 1st year	$1.95
V.	Payback Period (Discounting cash flow @ 10% per annum) See Exhibit V	3 years

COLLECTION PROPOSAL/ROUTE ACQUISITION Exhibit II

		1st YEAR TOTAL	1st YEAR %	2nd YEAR TOTAL	3rd YEAR TOTAL	4th YEAR TOTAL	5th YEAR TOTAL	TOTAL 3 YEARS	%
REVENUE									
Commercial	15.31	25,200		27,200	29,200			81,600	6.7
Rolloff									
Residential	4.49	349,500		377,500	405,500			1,132,500	93.3
TOTAL REVENUE		374,700	100.0	404,700	434,700			1,214,100	100.0
COST OF OPERATIONS									
Drivers and Helpers		93,100	23.1	99,600	106,600			299,300	24.6
Truck Operating		29,900	6.7	35,300	41,700			106,900	8.8
Truck Maintenance		38,500	9.5	46,200	55,400			140,100	11.5
Container/Compact Maintenance									
Building Occupancy		4,100	1.0	4,100	4,100			12,300	1.0
Building Depreciation									
Truck Depreciation		28,400	7.1	28,400	28,400			85,200	7.0
Container/Compact Depreciation									
Disposal - Intercompany									
Disposal - Outside		77,800	19.4	85,600	94,100			257,500	21.2
Other Operating		800	.2	800	800			2,400	.2
TOTAL COST OF OPERATIONS		272,600	67.1%	300,000	331,100			903,700	74.4%
S.G. & A.									
Salaries		4,400	1.1	4,600	4,900			13,900	1.1
Other									
Interest		14,300	3.5	5,800	(600)			19,500	1.6
Corp. SSD 2%		8,000	2.0	8,000	8,000			24,000	2.0
Management Fees		3,200	.8	3,200	3,200			9,600	.8
Goodwill Amortization									
TOTAL S.G. & A.		29,900	7.4	21,600	15,500			67,000	5.5
PRE-TAX INCOME		72,200	19.3	83,100	88,100			243,400	20.0
Income Taxes 50%		36,100	9.6	41,550	44,050			121,700	10.0
NET INCOME		36,100	9.6	41,550	44,050			121,700	10.0

RETURN ON INVESTMENT ANALYSIS

Period	ANNUAL: Net Income After Tax (1) (A)	ANNUAL: (2) Book Depreciation	ANNUAL: (3) Capital Expenditures	END OF YEAR BALANCE: (4) Debt Balance (B)	END OF YEAR BALANCE: (5) Equity (C)	END OF YEAR BALANCE: (6) Debt & Equity	END OF YEAR BALANCE: (7) ROI (D)
*Initial Outlay	----	----	----	*	----	----	----
			ITC (19,100)				
End of 1st yr.	36,100	28,800	192,600	108,600	36,100	144,700	24.9
2nd	41,550	28,800	--	38,250	77,650	115,900	35.8
3rd	44,050	28,800	--	(34,600)	121,700	87,100	50.5
4th							
5th							
6th							
7th							
8th							
9th							
10th							

(A) Net Income After Tax must agree with Exhibit II (amount should increase annually with the reduction in debt and related interest expense-tax affected) plus 1/8 of the initial Investment Tax Credit (future years' ITC should be initiated in the year the expenditure is made and amortized at 1/8 per year prospectively).

(B) The current Debt Balance is the prior Debt Balance reduced by the current period Net Income After Tax (Exhibit #2) and Book Depreciation (column #2) and increased for current year Capital Expenditures (column #3). In the year the Investment Tax Credit is received (generally at the end of the first year) the Debt Balance should be reduced by the full amount of the ITC.

(C) Equity is the cumulative Net Income After Tax earned per year, including the 1/8 amortization of the Investment Tax Credit. The current Equity balance is the sum of the prior Equity balance plus the Net Income After Tax (column #1) for the current period. In the event that WMI common stock is issued as part of the consideration in a transaction the estimated market value of that stock at the date of closing should be considered as part of the "initial outlay" and included in Equity.

(D) ROI should be computed by $\frac{\text{Net Income After Tax (column \#1)}}{\text{Debt + Equity (column \#6)}}$ = ROI

PRESENT VALUE

DISCOUNTED CASH FLOW SUMMARY
10% FACTOR

End of Yr.	10% Present Worth Factor	CASH OUTFLOW (A) Description	Current Year $ Amount	10% Present Worth	CASH INFLOW (B) Description	Current Year $ Amount	10% Present Worth
Day one	100%	Investment					
		Payment Lag	192,600	192,600			
		ITC	(19,100)	(19,100)			
1	.9091				Net Inc. + Deprec.	79,900	72,63
2	.8264					70,850	58,13
3	.7513					57,850	43,46
4	.683						
5	.6209						
6	.5645						
7	.5132						
8	.4665						
9	.4241						
10	.3855						
11	.3505						
12	.3186						
13	.2897						
14	.2633						
15	.2394						
			173,500	173,500		121,700	174,236
							(173,500
		Excess Discounted Cash Inflow over Outflow					736

(A) Cash Outflow - Capital Investment & Payment Lag (working capital)
(B) Cash Inflow - Annual Net Income (after tax) & Book Depreciation -
1st year include Investment Tax Credit & last year include payback

INTEREST COMPUTATION

AND PAYBACK

- CASH FLOW -

	Investment Balance	Average Debt Balance During Year	Annual Interest Expense @ 10% on Av Balance
Initial Debt			
Year One: Addition (Reduction)	192,600		
(Net Income)	(51,100)		
(Book Depreciation)	(28,800)	143,000	14,300
(Investment Tax Credit)	(19,100)		
Other			
Year One Ending Balance	93,600		
Year Two: Addition (Reduction)			
(Net Income)	(41,550)		
(Book Depreciation)	(28,800)	58,425	5,800
Other			
Year Two Ending Balance	23,250		
Year Three: Addition (Reduction)			
(Net Income)	(29,050)		
(Book Depreciation	(28,800)	5,700	(600
Other			
Year Three Ending Balance	(34,600)		
Year Four: Addition (Reduction)			
(Net Income)			
(Book Depreciation)			
Other			
Year Four Ending Balance			
Year Five: Addition (Reduction)			
(Net Income)			
(Book Depreciation)			
Other			
Year Five Ending Balance			

COLLECTION PROPOSAL ASSUMPTIONS

Project Town of Highland Indiana Prepared by _____

Bid Date 8/7/78 Time _____ Date _____

I. PROPOSAL/CONTRACT OUTLINE

A.	Contract is with (City, etc.)	Town of Highland
B.	Term of Original Contract	3 years
	Term of Renewal Options	None
C.	Anticipated contract start-up date	9/1/79
D.	Rate escalator in contract (i.e., CPI, COL, etc.)	None - 8% increase has been built into price.
E.	Adjustment for changes in work volume (i.e., number stops, yards, tons, etc.)	Additional stops can be billed
F.	Provision for rate change for unusual changes (new disposal, etc.)	None
G.	Bid Bond amount	1/3 of contract

II. OPERATING ASSUMPTIONS

A. Residential

1. Number & type of units

Single Family	7,000
Apartment Units (define)	
Institutional (define)	
Other (define) Commercial	148
Total Units served	7,148

2.	Service area population	
3.	Type of service (curb, alley, backdoor, etc.)	Curb and alley
4.	Frequency of service (once-a-week, twice, etc.)	Residential 1 X Commercial 2 X
5.	Average tons/week	
6.	Average truck yards/week	1,130 yds/wk
7.	Working days/week	Five
8.	Number of Units served/week	7000 homes, 148 commercial stops
9.	Equipment type (side loader, rear, etc.)	Residential 3 - side loaders Commercial 1 - rear loader
10.	Crew size	4 men
11.	Name of disposal site	Gary Development
12.	Distance from collection area center to disposal	5 miles
13.	Average travel time to disposal or return	45 minutes
14.	Average time from yard to route	15 minutes
	Distance	5 miles
15.	Average time from disposal to yard	15 minutes
	Distance	5 minutes
16.	Loads per route per day	Commercial 1 ld/day/rte. Residential 2 lds/day/rte.
17.	Travel time per day (including disposal)	2 hours
18.	Anticipated work hours/day	9 hours
19.	Route collection time/day (18 minus 17)	7 hours
20.	Estimated units served per collection hour	11 - commercial 67 - residential

21.	Estimated units served per route per day	90 commercial 475 residential
22.	Number of routes	Commercial - 1 - 3 days/wk Residential - 3
23.	Total loads/day (all routes)	7
24.	Average tons/load	--
25.	Average truck yards/load	37 yds.
26.	Number of supervisors	--
27.	Number of full time drivers	1 commercial 3 days, 3 residentia
	Spare	--
28.	Number of full time helpers	None
	Spare	--
29.	Other route help (bulky, dead animal, clean-up, etc.)	
	List None	
30.	Hours per week per driver	Commercial 24 hrs; Residential 45
31.	Hours per week per helper	None
32.	Hours per week other	
	None	

III. CAPITAL REQUIREMENTS

	Life	Cost/FMV
A. Land & Buildings		
B. Vehicle Cost (list and describe)		
3 IHC 37 yd Shu-Pak	8 yrs.	$63,000 each - $189,000
C. Containers/Compactors (# and size)		
None		
D. Machinery & Equipment		
3 radios	8 yrs.	$1,200 each - $3,600
E. Other/Start Up Cost		
None		
TOTAL CAPITAL OUTLAY		$192,600

IV. DETAILED OPERATING COSTS

	Drivers	Helpers	Total
A. Drivers and Helpers			
1. Present Union Rate ($/hr)	$7.75		
2. Estimated rate at date of start up ($/hr)	$7.75		
3. Total annual drivers' and helpers' gross earnings per year including overtime ($/yr)	$80,200		$80,200
Average gross wages per year per person $ 21,600			
4. Supervisors' salaries ($/yr)			None
5. Benefits and payroll taxes 16.0 percent of salary ($/yr)	12,900		12,900
Total Drivers' and Helpers' Salary and Benefits ($/yr)	93,100		93,100

B. Truck Operating Costs

1. Fuel

a) Total miles per year	
b) Estimated miles per gallon	
c) Total gallons per year	23,400
d) Fuel costs per gallon	60¢/gal
e) Fuel costs per year	$14,000

2. Oil & grease costs per year: --

IV. DETAILED OPERATING COSTS (Cont'd)

3. Insurance

a) Current rate per $100 of payroll	$8.10
b) Anticipated rate at start up	$9.72
c) Total payroll	$100,250
d) Insurance costs per year	$ 10,800
e) Less any workmen's compensation insurance charged elsewhere	(--)
f) Total insurance per year	10,800

4. Licenses & Highway Use Taxes	2,000
5. Other	
City license	100
Performance bond	$3,000
Total Truck Operating	$29,900

C. Truck Maintenance

Indicate an assumed cost per operating unit per month.
$900 /month per operating vehicle, include explanation.

This is a slightly higher rate than Calumet is running currently as they will have to add a mechanic due to this additional work.

Total number of operating units	3.6	3 residential 3 day/wk commerc
Maintenance per month per operating vehicle	$900	
Total annual maintenance	$38,500	

V. DETAILED OPERATING COSTS (Cont'd)

D. Building Occupancy (utilities, rent, etc.)

Personal Property Taxes	4,100
Total Building Occupancy	4,100

E. Building Depreciation (See IIIA) --

F. Container/Compactor Depreciation (Per year) (See IIIC) --

G. Truck Depreciation

Annual Depreciation (See IIIB) 28,400

H. Disposal

		WMI Site	OUTSIDE Site	TOTAL
1. Estimated tons/yards per load				
2. Landfill rate per ton/yard	Compacted		1.25/yd.	
	Loose		.75/yd	
3. Disposal cost per load		Sideloader	$46.25	
		REL	$31.25	
4. Estimated total loads per year			1,716	1,716
ANNUAL DISPOSAL COST			77,800	77,800

Other Operating Costs per year

Deprec. M & E (Radios)	$400
TOTAL OTHER OPERATING	$400

V. SG&A

A. Salaries

1. Operations Manager Annual Salary _____

2. Contract Controller/ Administrator Annual Salary _____

3. Clerks

a) Number Add ½ day to part time girl

b) Average salary each $150/wk

c) Total clerical salaries $4,150

4. Total SG&A gross salaries $4,150

5. Benefits & taxes as a 6 % of salary ($/yr) $ 250

Total SG&A Salaries & Benefits $4,400

B. Other

1. Amortization start up costs _____

Life _____

2. Bonding _____

3. Office Supplies _____

4. Travel and other entertainment _____

5. Automobile expenses _____

6. Legal fees or consultants _____

7. Telephone _____

8. Miscellaneous _____

9. Other Expenses

_____ _____

_____ _____

10. Total SG&A Other None

VI.	CORPORATE S&D 2% OF REVENUE	$8,000
VII.	INTEREST COMPUTATION UTILIZED AT 10.0% RATE	$14,300 in first year
	(See Exhibit III for Computation)	
VIII.	REGIONAL MANAGEMENT FEES	$ 3,200

SPECIAL WASTE DISPOSAL DECISION

SALES	CODE
CAL	A 73564

WASTE PROFILE SHEET NUMBER

ORIGINATOR REQUEST FOR DECISION.

PROPOSED TREATMENT/DISPOSAL FACILITY: GARY DEVELOPMENT CORP.

PROPOSED TRANSFER FACILITY (IF ANY): _____

ORIGINATOR NAME: PHIL PEET

WMI COMPANY: CALUMET WASTE SYSTEMS

DATE: 3-10-82

PRELIMINARY FINDINGS.

THE ABOVE PROFILE SHEET (OR WRITTEN DESCRIPTION) HAS BEEN REVIEWED. I FIND IT IS. NOT REQUIRED

- ☒ COMPLETE AND CONTAINS SUFFICIENTLY CERTAIN WASTE DESCRIPTION TO ENABLE ITS PROPER CLASSIFICATION, SAFE HANDLING AND SUBSEQUENT DETERMINATIONS OF CONFORMITY OR NON-CONFORMITY.
- ☐ INCOMPLETE OR INSUFFICIENT FOR THE REASONS NOTED ON THE PROFILE SHEET (OR WRITTEN DESCRIPTION)

A SPECIAL WASTE ANALYSIS REPORT ☐ HAS ☒ HAS NOT BEEN PREPARED. I HAVE DETERMINED:

- ☐ ADDITIONAL ANALYSES OR INFORMATION ARE NEEDED AS NOTED ON THE REPORT FORM.
- ☐ SAMPLE DOES NOT CONFORM TO PROFILE SHEET DESCRIPTION, AS NOTED ON FORM
- ☐ ANALYSIS IS SUFFICIENT, AND SAMPLE CONFORMS TO PROFILE SHEET DESCRIPTION
- ☒ AN ANALYSIS IS NOT NECESSARY ACCORDING TO COMPANY POLICY III B-1-G (IDENTIFY POLICY EXCEPTION)

ON THE BASIS OF THE PROFILE SHEET AND ANALYSIS REPORT (IF REQUIRED), I FIND (CHECK ONE MAIN BOX)

- ☐ THE WASTE IS REGULATED AS HAZARDOUS ☐ BY USEPA (HAZARDOUS WASTE NO _____) AND/OR ☐ BY THE STATE IN WHICH THE TREATMENT-DISPOSAL FACILITY IS LOCATED.
- ☐ THE WASTE IS NOT REGULATED AS HAZARDOUS BUT SHOULD BE SO TREATED FOR PURPOSES OF COMPANY POLICY, BECAUSE _____
- ☒ THE WASTE IS [redacted] REGULATED BY THE DISPOSAL FACILITY STATE AS NON-HAZARDOUS SPECIAL WASTE
- ☐ THE WASTE IS NOT REGULATED AS HAZARDOUS OR NON-HAZARDOUS SPECIAL WASTE

DISPOSAL DECISION. BASED UPON MY EVALUATION OF THE WASTE AND THE FACILITY, I CONCLUDE:

☒ THE SPECIAL WASTE IS TECHNICALLY ACCEPTABLE FOR TREATMENT/DISPOSAL AT THE PROPOSED FACILITY BEGINNING IMMEDIATELY USING THE FOLLOWING METHOD(S):

ADDITIONAL CONDITIONS SEE SPECIAL CONDITIONS ON PERMIT ATTACHED.

- ☒ FACILITY IS ALREADY FULLY PERMITTED (OR AUTHORIZED) TO RECEIVE THE WASTE
- ☐ NECESSARY PERMIT APPLICATIONS HAVE BEEN FILED. ALLOW _____ DAYS TO OBTAIN PERMIT.
- ☐ FACILITY IS NOT NOW PERMITTED. ORIGINATOR SHOULD PROVIDE ME WITH INSTRUCTIONS TO FILE NECESSARY APPLICATIONS AND ALLOW _____ DAYS TO OBTAIN PERMIT

☐ THE SPECIAL WASTE IS TECHNICALLY UNACCEPTABLE AT THE PROPOSED FACILITY BECAUSE _____

COMPLETED BY FACILITY ☐ TECHNICAL MGR ☒ REGIONAL ENGINEER

DATE: 3-10-82

NAME: WILLIAM SCHUBERT

SIGNATURE: William Schubert DPL

DISPOSAL DECISION APPROVAL OR REJECTION BY FACILITY GENERAL MANAGER.

- ☒ I WILL ACCEPT THE SPECIAL WASTE DESCRIBED IN THE PROFILE SHEET, ON THE ABOVE CONDITIONS
- ☐ I WILL ACCEPT THE WASTE BUT ONLY ON THE FOLLOWING ADDITIONAL CONDITIONS _____
- ☐ I WILL NOT ACCEPT THE WASTE UNDER ANY CONDITIONS

DATE: 3-11-82

SIGNATURE: Philip C. Peet

TRANSFER STATION DECISION. I HAVE REVIEWED THE PROFILE SHEET AND ANALYTICAL REPORT.

- ☐ THE WASTE MAY BE RECEIVED AT THE ABOVE TRANSFER FACILITY BEGINNING _____
- ☐ THE WASTE MAY NOT BE RECEIVED BECAUSE _____

DATE: _____ SIGNATURE: _____

MAY 13 1983

Amoco Oil Company
P.O. Box 710
Whiting, Indiana 46394

May 9, 1983

Mr. Ralph C. Pickard
Technical Secretary
Environmental Management Board
Indiana State Board of Health
1330 West Michigan Street
Indianapolis, Indiana 46206

Dear Mr. Pickard:

Request for Reapproval of Disposal of Asbestos Waste at Gary Land Company Landfill

As specified in your letter to the undersigned of April 5, 1983, which is attached, this letter is a request for reapproval of our authorization to dispose of 20 cubic yards of asbestos waste every other week at the Gary Land Development Company Landfill. Pertinent technical information follows.

Characteristics and Information About the Waste:

Waste is a solid, usually white, and usually fibrous.
The material will be disposed of in heavy-weight, plastic bags, clearly marked with the warning: Caution: Contains Asbestos Waste.
The waste will be hauled in open top disposal boxes, having a volume of 20 to 40 cubic yards. The material will be bagged before placement in the box, as described above.
The only special handling requirement for this waste is that it be handled at the landfill in such a manner so as to minimize the chances that the bags will be torn open, thereby creating a dusting hazard.

Analysis of the Chemical Constituents:

No chemical tests were carried out on this waste because the basis for listing asbestos as a special waste is its physical, not its chemical, properties. Additionally, this material does not come into contact with other special wastes during its use or removal prior to disposal, which would require such analyses.

Amount of Waste and Frequency of Removal:

Our current approval is for 20 cubic yards every other week. We respectfully request that this limit be raised to 40 cubic yards per week, in order that we may avoid sending any overage to other disposal sites, thereby effecting a cost savings to our operations.

Description of the Process Involved in the Generation of the Waste:

The waste is generated by the removal of old asbestos containing insulation. Our internal policies, as well as OSHA rules, prohibit the use of asbestos containing insulating materials in our facility on new installations.

Landfill Choice:

Gary Land Development, Gary, Indiana

Hauler's Name and Address:

Calumet Waste Systems
P.O. Box 4147
Hammond, Indiana 46324

Should you have any questions about this matter, please contact me at (219) 473-3148, or Chris D. Null at (219) 473-3212.

Sincerely,

A. E. Hawkins

A. E. Hawkins, Superintendent
Solid Waste & Effluent Quality

AEH/pv
Attachment

George Oliver, Chief
Special Projects Section
Division of Land Pollution Control
Larry Hagen, Gary Development Landfill
✓Phillip Peet, Calumet Waste Systems
L. M. Lovell
C. D. Null
R. O. Grim

AEH.

STATE OF INDIANA

INDIANAPOLIS, 46206

ENVIRONMENTAL MANAGEMENT BOARD

1330 West Michigan Street
P. O. Box 1964

April 5, 1983

VIA CERTIFIED MAIL

Mr. A. E. Hawkins, Superintendent
Environmental Control
Amoco Oil Company, Whiting Refinery
2815 Indianapolis Boulevard
P.O. Box 710
Whiting, IN 46394

Dear Mr. Hawkins:

Re: Special Waste Approval Update
Gary Development Landfill
Lake County

The Indiana State Board of Health and the Gary Development Sanitary Landfill have recently reached a settlement agreement on the appeal of operating permit conditions for the site. As a result of this agreement, the Gary Development Sanitary Landfill will be able to accept your special waste materials for disposal with the condition that an updated written approval be obtained.

Therefore, your May 14, 1980, approval for disposal of 20 cubic yards every other week of asbestos waste must be updated. Please provide a written request for disposal at the Gary Development Sanitary Landfill with the pertinent information as per the enclosed outline within 60 days of receipt of this notice. No response or a negative response will void the existing approvals for disposal on the 60-day response date.

If you have questions pertaining to this matter, please contact Mr. George Oliver of the Division of Land Pollution Control at 317/633-0213.

Very truly yours,

Ralph C. Pickard

Ralph C. Pickard
Technical Secretary

GO/tw
Enclosure
cc: City of Gary Health Department
Mr. Mathew Scherschel, Deputy Attorney General
Mr. John M. Kyle III
Mr. Larry Hagen, Gary Development Landfill

MAR 1 1982

cc pg to Don Nelson

AMOCO

Amoco Oil Company
P.O. Box 710
Whiting, Indiana 46394

February 25, 1982

Philip C. Peet
General Manager
Calumet Waste Systems
P.O. Box 4147
Hammond, Indiana 46424

Dear Phil:

As you requested in our telephone conversation of earlier this week, I am writing to describe to you the policies in place at the Amoco Whiting Refinery for handling and disposing of waste asbestos-containing materials.

First of all, it is our policy to comply with all federal, state, and local regulations. Employees use prescribed protective equipment and handling procedures to place waste asbestos-containing materials in the proper, labeled plastic bags. These bags are then placed into dedicated, marked trash containers at central and decentralized locations around the refinery. After being filled, the containers are hauled by your company to the Gary Land Development Company's landfill in Gary, Indiana. Gary Land Development has a permit from the State of Indiana to accept 40 cu.yds. of asbestos per month from the refinery. We are currently awaiting a permit from the state to haul any excess waste over and above the 40 cu.yds. to the Wheeler, IN landfill. I hope that I have answered your questions concerning our refinery's practices of handling this material.

If you have any further questions, please do not hesitate to call me at 473-3148.

Sincerely,

A. E. Hawkins

A. E. Hawkins, Superintendent
Solid Waste & Effluent Quality

AEH/pv

L. M. Lovell
L. S. Smith

STATE of INDIANA

STREAM POLLUTION CONTROL BOARD

INDIANAPOLIS 46206

1330 West Michigan Street

MAY 14 1980

Mr. Larry Hagen
Gary Development Landfill
479 North Cline Avenue
P.O. Box 6056
Gary, IN 46406

Dear Mr. Hagen:

Re: Disposal of Asbestos from
Amoco Oil Company

This letter is in reference to a letter dated April 16, 1980, from Mr. James Evenhouse of Calumet Waste Systems to Mr. Bruce Palin of the Solid Waste Management Section.

You are hereby granted approval for the disposal of 40 cubic yards per week for four weeks and 20 cubic yards every other week thereafter of asbestos material from Amoco Oil Company in Whiting, at the Gary Development Landfill, Lake County. The waste is to be mixed with refuse and covered with a minimum of six inches of cover soil by the end of the working day.

The approval is granted subject to the following conditions:

1. The asbestos waste must be placed in bags which are sealed at the plant site.

2. The operator must wear a mask during the disposal of this material.

Any necessary local approvals must be obtained from the Gary City Health Department.

If you have any questions, please contact Mr. Tim Kelley of the Solid Waste Management Section at 317/633-0178.

Very truly yours,

Oral H. Hert

Oral H. Hert
Technical Secretary

BHPalin/lb
cc: Gary City Health Department
Amoco Oil Company
Mr. James Evenhouse
Air Pollution Control Division

DEPARTMENTAL CORRESPONDENCE

w/m Indian
#1

DATE May 24, 1972

TO Larry Beck DEP'T

FROM Peter Huizenga DEP'T

SUBJECT

John Groot sent me the attached information relating to the area landfill which apparently is owned by Rock Road Construction Company. I had no idea of the political involvement in opening this site. However, it seems to me that we should make an initial determination on whether the site is feasible to operate before any discussion of the terms of lease and operation.

PHH/ch

cc: Dean L. Buntrock

Peter - Dave I reviewed this same time ago and we decided to pass. Y.

MAY 25 1972

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GARY CITY PLAN COMMISSION

PLANNING STAFF TECHNICAL REPORT

70-20 - Petition by Gary Land Development Company for a Special Use permit to allow a Sanitary Landfill and excavation at a site bounded by the Grand Calumet River, Cline Avenue and Vulcan Lake.

PHYSICAL DESCRIPTION OF PROPERTY

Frontage -)
Depth -) Approximately 61 acres
Area -)
Present Use - Vacant, Vulcan Refining Co.

RELATION OF PROPERTY TO ADJOINING PROPERTIES

North - Vacant
South - Vulcan Lake
East - Vacant
West - Vacant, Gary-East Chicago City Limits

ADJOINING ZONING

North - M3
South - M3
East - M3
West - Gary-East Chicago City Limits

PROPOSED USE

Sanitary Landfill for industrial use.

RECOMMENDATION

The petitioner proposes to undertake a conventional landfill operation in compliance with all State, Federal and local rules and regulations and, in addition, is studying newer and more modern methods to improve and augment accepted and conventional sanitary landfill methods.

The site of the proposed landfill is removed from residential and commercial areas of the city. It is in a heavy industry area zoned M-3. The large water-filled hole which the petitioner plans to use, is not being used for anything at present and with the industrial activity adjacent to the hole, would not have a recreational value. The petitioner proposes to fill this hole by compressing the refuse mechanically and then restore the site so it can be developed for industrial uses.

The petitioner's property is currently fenced and access to the property is controlled.

The Staff recommends that this petition be approved subject to the following conditions:

1. That the petitioner submit to this Commission site plans and their program for operations before commencement of operations.

2. That the hole be drained of water and that it will be continually pumped until the completion of the landfill or termination of the Special Use by the City of Gary.

water in hole cleaner than river. 3. That the Sanitary District approve the outflow of water to prevent pollution.

4. That there will be no open burning and any burning or smoke emission be in conformance with the Gary Air Pollution Ordinance.

5. That if this petition is approved, the petitioner will post a $100,000 bond for the life of the dump. This bond will guarantee landfill, the fencing of the dump and any liability that may result from the operation of the dump.

Per Nanini run over with Rawler. OK. 6. That all garbage, trash and refuse dumped, will be compressed and covered daily with sand or dirt to seal it.

7. That no additional sandmining or earth removal be carried out except site preparation for use as cover material over the compressed garbage. If existing sand is not required for cover of refuse it can be removed.

8. That failure to comply with the above listed conditions is adequate grounds for the Director of the Department of Development and Planning with concurrence of the Corporation Counsel to revoke this Special Use.

LETTERS:

RALSTON STREET

133 125
123

HANLEY STREET

150 155
145

RIVERSIDE DRIVE

5225 5107
5101 5119

DURBIN STREET

157 134
149 133
155 126
144 120
121

VOTING:

Bims - Absent
Garlup - Yes
Guzorek - Absent
Kirtland - Abstained

Means - Yes
Plumb - Yes
Preston - Yes
Howard - Yes

February 28, 1970

Mr. Charles Smith
Rock Road Construction Company
5915 North Rogers
Chicago, Illinois

Re: Vulcan Pit, Gary
Evans Products Corp.

Dear Charles:

Enclosed are two copies of the boring logs made in December showing sand at a nominal depth of 32'.

Since the property was worked by another contractor before we acquired it, we do not know the total removed and do not have cross sections of the entire pit. The cross sections for our excavation were made by the State Highway Commission of Indiana. We probably do not have copies of these sections since it is not the practice of the state to relinquish them. If we do have them they should be in your files.

From an estimate of the depths and the acreage of the excavations ± 50 acres, I would estimate that the hole, once the remaining sand is removed, should approximate 2,200,000 to 2,500,000 cubic yards.

The sand remaining, estimated from 300,000 to 500,000 cubic yards has a market value and once the pit is dewatered we should sell this sand.

I realize we are dealing in approximations. To pin it down any further would require extensive cross sectioning which I feel is unwarranted unless there is real interest by a purchaser and that this was a requirement of the sale or lease.

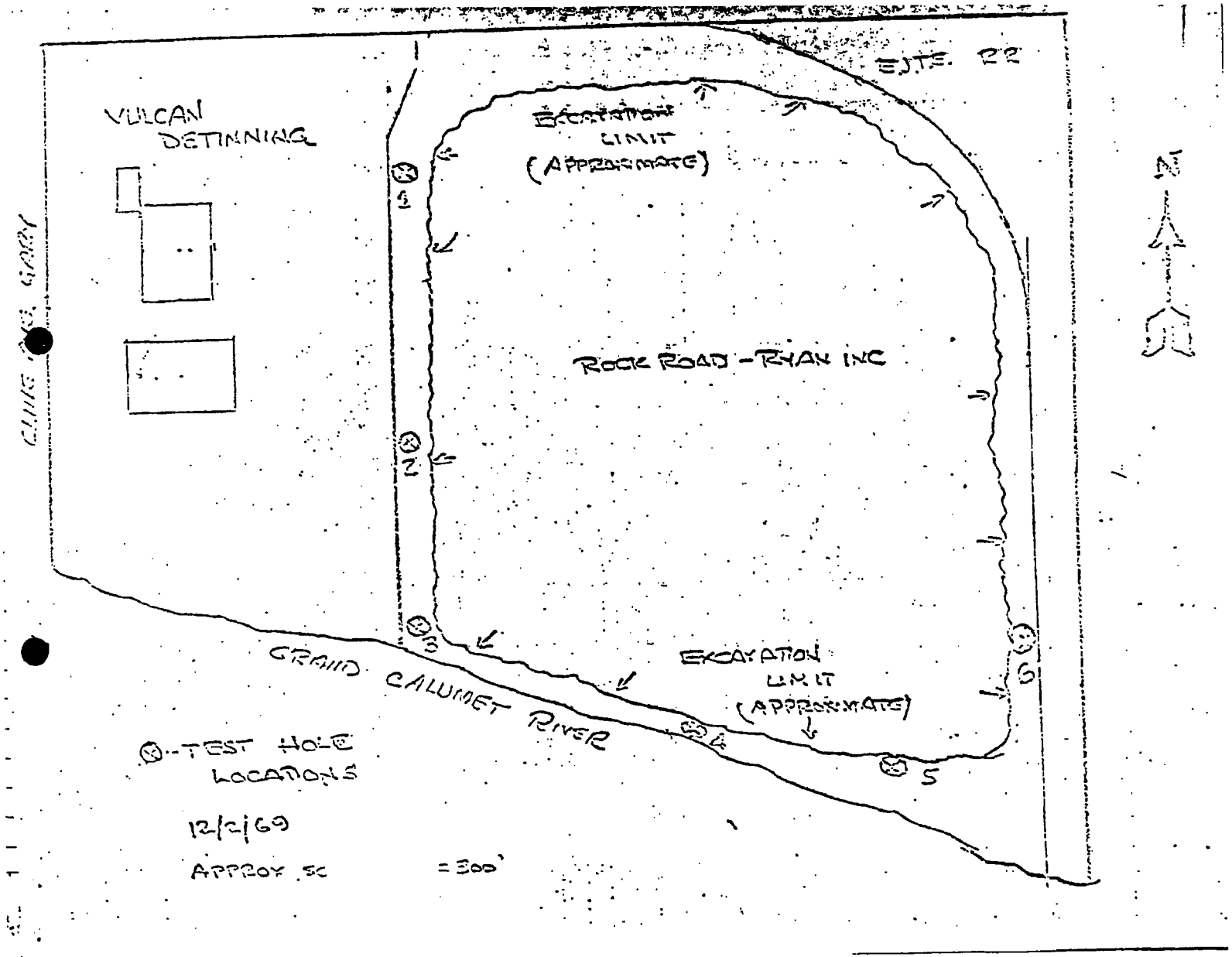
Thank you.

Very truly yours,

RYAN INCORPORATED OF WISCONSIN

William J. Ryan
President

knr
encl.


VULCAN
DETINNING
EXCAVATION
LIMIT
(APPROXIMATE)
ROCK ROAD - RYAN INC
EXCAVATION
LIMIT
(APPROXIMATE)
GRAND CALUMET RIVER
1
2
3
4
5
6
⊗-TEST HOLE
LOCATIONS
12/2/69
APPROX SC
= 300'
N

LOCATION							GRANULAR SOILS				SILT CLAY				OTHER			ROCK								PROCESSING								WATER	VISUAL MOISTURE				PROPERTIES	
	STATION	LEFT (IN FEET)	CENTER LINE	RIGHT (IN FEET)	DEPTH FROM	DEPTH TO	GRAVEL OR STONE FRAGMENTS A-1-a	COARSE SAND A-1-b	FINE SAND A-3	GRAVEL OR SAND, WITH SILT A-2-4	GRVL or SND with SILT and CLAY A-2-6	SILT WITH SAND (non plastic) A-4	SILT (highly elastic) A-5	CLAY A-6	SILT and CLAY (moderatly plastic) A-7-5	PLASTIC CLAY A-7-6	ORGANIC, PEAT, MUCK A-8	TOPSOIL	OTHER	SHALE	SANDSTONE	LIME ROCK & DOLOMITE	IGNEOUS	CONGLOMERATE	OTHER	NO PROCESSING	RIPPING EASY	RIPPING AVERAGE	RIPPING EXPENSIVE	SHOOTING EASY	SHOOTING AVERAGE	SHOOTING EXPENSIVE	REFUSAL DEPTH	WATER TABLE DEPTH (W) AQUIFER (A)	DRY	MOIST	WET	SATURATED	COLOR	ESTIMATED ROLLING RESISTANCE FACTOR POUNDS / TON
1					0	2			X																									WA					X	60	80
					2	10									X																			WA			X			60	80
2					0	2			X																									WA				X		60	80
					2	10									X																			WA			X			60	80
3					0	2			X																									WA				X		60	80
					2	10									X																			WA			X			60	80
4					0	2			X																									WA				X		60	80
					2	10									X																			WA			X			60	80
5					0	10												X																WA				X		60	80
					0	2			X																									WA				X		60	80
					2	10									X																			WA			X			60	80
6					0	2			X																									WA			X			60	80
					0	2			X																									WA				X		60	80
					2	10									X																			WA			X			60	80
						/																												WA						60	80
						/	Sand is fine mostly all with less than																											WA						60	80
						/	10% coarse sand																											WA						60	80
						/	Silt above water is treated as wet																											WA						60	80
						/	Very silty can be treated as dry cohesive																											WA						60	80
						/	Water is coming through sand																											WA						60	80

Lease Agreement By and Between

GARY DEVELOPMENT CO., INC.

and

_____

This Lease Agreement made and entered into this _____ day of _____, 19 , by and between GARY DEVELOPMENT CO., INC., an Indiana Corporation, hereinafter called "Lessor", and _____, hereinafter called "Lessee",

W I T N E S S E T H:

1. PREMISES LEASED. Subject to all of the terms and provisions hereinafter stated, Lessor does hereby lease and demise to Lessee, for the use hereinafter stated, properties owned by Lessor consisting of the property herein described as:

_____, a sketch with approximate dimensions being attached as Exhibit A. An exact legal description shall be prepared and identified by the parties and shall be deemed to be a part of this Lease Agreement.

2. USE OF LEASED PREMISES AND STANDARDS OF PERFORMANCE. The Premises herein leased by Lessor shall be used by Lessee for the purpose of operating a sanitary landfill thereon, for the purpose of disposal therein of municipal, commerical and industrial wastes. Lessee agrees to operate said landfill site according to accepted standards of good sanitary landfill operations and in accordance with City of Gary ordinance #4489 allowing "Special Use", Indiana State Board of Health, Public Health ordinances, laws and regulations, and not knowingly to allow or permit any nuisance to occur on subject premises. Lessee agrees to exercise its best efforts to conscientiously promote business for this sanitary landfill, to cooperate with Lessor in obtaining all necessary zoning, permits, etc., to develop markets and uses for by-products to the extent that said operation is capable of producing said by-products. The existing sand on site remains the property of Lessor. No materials on site may be used by Lessee without prior written arrangements and approval from Lessor. The landfill area shall be continuously policed by the Lessee to prevent fire and the blowing of papers and trash, and it shall be kept neat and sanitary at all times to the approval of the Lessor.

A. Lessor shall have the primary obligation of obtaining and absorbing costs of initial permit to operate a sanitary landfill on the premises. Thereafter, it is the responsibility of the Lessee to pay all taxes, license fees, and promotional charges or costs that apply to City, County or State, etc. Lessee agrees to conform to all existing zoning requirements, obtain necessary permits, and comply with all governmental agencies, laws and regulations. The parties agree that this lease is contigent on Lessee obtaining continuous approval and relicensing by the appropriate municipal and state authorities. Lessee agrees to assume all obligations of the owner's, both fixed in terms of the easement agreement and by law.

B. Lessee shall have the right, upon submission of a plan of operation and written approval of Lessor, from time to time to select such portion or portions of the premises as it deems most suitable for sanitary landfill operations.

C. When the fill has been brought to three feet (3') below the desired finished grade (final elevations to be defined to the mutual satisfaction of the parties), it shall be covered with at least thirty-six inches (36") of additional suitable compacted cover material (such as selected clay) and graded in such manner as to properly drain and minimize erosion to the satisfaction of the Lessor.

D. The Lessee shall continuously take such measures as may be necessary to properly control and eliminate odor, rodents, flies, and other Public Health menances and pests on and around the working landfill site, and in all other ways not specifically set out to comply with all pertinent codes and regulations.

3. IMPROVEMENTS ON SITE. While this Agreement remains in force the Lessee may construct and maintain at its expense on the premises such facilities for ingress and egress such as roads as may be necessary for the operation of the sanitary landfill and land reclamation; and also other structures at its expense, as Lessee may require for its office and for the storage and servicing of equipment used by the Lessee in the performance of this Agreement. Lessee will construct at its expense, a perimeter fence required by ordinance #4489. Upon the expiration of this Agreement, Lessee shall have the right to remove any such roads, or structures installed by it at its expense, but the perimeter fences shall remain the property of the Lessor, and the Lessee shall have the duty to restore the land upon which such roads, or structures may have been erected to the condition in which it was prior thereto, and the Lessee shall have further duty to clean and clear the site of any such roads, or structures to the approval of the Lessor, and Lessee shall have no further right or interest in the premises. Lessee agrees that the lake on the premises must be pumped dry at all times, and Lessee will install an electric pump and keep the lake pumped dry during the term of this lease.

4. LIABILITY PROTECTION AND INDEMNIFICATION. The Lessee agrees to protect, defend, indemnify, and save harmless the Lessor, its officers, employees, agents, and assigns, from and against all loss, claims, costs, damages, suits and attorney's fees and expenses of every kind and nature for loss or damage to property, or injuries to or death of persons, including but not limited to employees of the Lessee and all claims arising from performance under this lease agreement, whether due in whole or in part to the negligence of the Lessee or his employees or agents, or to the joint and concurring negligence of the Lessor. The Lessee shall bear all damages, however caused, to property resulting from his work under this lease agreement; and in case of injury done in consequence of any act or omission on the part of the Lessee, the Lessee shall make such repairs as are necessary at his own expense. The Lessee agrees to procure the following types and kinds of insurance covering its obligation hereunder in the combined amount of one million dollars ($1,000,000.00) and to furnish to the Lessor appropriate and current certificates of insurance specifically including coverage for the indemnification agreement prescribed above and supply same to Lessor before commencement of work under this Agreement.

A. Workmen's Compensation: The Lessee shall carry Workmen's Compensation and Employers Liability insurance as required by all applicable Workmen's Compensation laws.

B. Automobile Liability: Lessee undertakes to carry in its own name, and naming the Lessor as an additional insured, automobile liability and property damage insurance with limits in the combined amount of one million dollars ($1,000,000.00).

C. Comprehensive General Liability: Lessee shall carry in its own name a comprehensive general liability policy (including Contractual Liability, Products, Completed Operations Explosion, Collapse and Underground Hazards) covering all of its operations and obligations hereunder in the combined amount of one million dollars ($1,000,000.00). The Lessee certifies that the policies hereinabove described are in full force and effect as described and that the General Liability policy or policies include Contractual Liability Insurance insuring the Lessee against loss from liability assumed for the indemnification agreement prescribed by paragraph four (4) hereof.

D. Performance Bond: Lessee, at time of execution of this agreement, shall furnish Lessor with a Five Hundred Thousand Dollar ($500,000.00) performance bond, and the surety shall be acceptable to Lessor.

5. COMPENSATION TO THE LESSOR. Lessee shall pay to the Lessor as rental hereunder, the following amounts:

A. Lessee agrees to pay to Lessor the basic sum of Twenty Cents ($0.20) per cubic yard of refuse and/or fill of any nature or kind, excepting industrial waste as defined in this Agreement, deposited in or on the leased premises. In the event Lessee's price generally applicable to the public for disposition of refuse or fill of any nature or kind is increased above the basic price of Eighty Five Cents ($0.85) per cubic yard, then, in that event, Lessor is to receive Fifty (50) percent of the amount of the increase, in addition to the Twenty Cents ($0.20) per cubic yard agreed minimum. It is further agreed that regardless of the price per cubic yard charged by Lessee that in no event is the payment to Lessor by Lessee to be less than Twenty Cents ($0.20) per cubic yard. Lessee shall within twenty (20) days after the end of each month of each lease year, make payment to Lessor of the amount due on account such month. Lessee shall maintain daily records to the satisfaction of Lessor, of all amount deposited in the sanitary landfill which shall be available for examination by Lessor for a period of ninety (90) days after the end of each lease year in which such records were made. It is understood by and between the parties that the Lessor retains the right on his own behalf and on behalf of any company, person, firm or corporation, or customer, to deposit refuse and/or fill of any nature or kind or industrial wastes, as defined in this Agreement, on the leased premises. It is further agreed that the price charged by Lessee to Lessor or any company, person, firm, corporation or customer of Lessor, for depositing such material by Lessor, shall not exceed the current published price being charged the public.

B. Lessee and Lessor agree to institute a minimum sliding scale increase under this lease agreement unless it is mutually decided not to increase the price as follows:

Lessee's Charge	Refuse Lessor Receives	Industrial Waste Lessor Receives
.85/cubic yard	$0.20	
.95 " "	0.25	
1.05 " "	0.30	
1.15 " "	0.35	

In general, industrial waste is understood to be non-organic in nature such as broken concrete, glass, wood, etc., or any and all wastes other than refuse and/or fill of any nature or kind as mentioned above. The price to be paid for industrial waste shall be _____ times more than prevailing royalty paid to Lessor. Lessor and Lessee agree that measurement will be by calibrated truck, to the satisfaction of Lessor, or weighing over a scale owned and operated by Lessee to the satisfaction of the Lessor, and if weighed, a cubic yard shall be determined at the rate of 800 pounds per cubic yard (2-1/2 cubic yard = 1 ton).

C. Lessor and Lessee agree the operation shall generate _____ tons or _____ cubic yards at the outset per day, and a minimum of _____ shall be paid per day by Lessee to Lessor.

D. Lessor and Lessee agree that the same terms of compensation as hereinabove set forth shall apply to all by-products made available through reclamation, or to such other terms as may be mutually agreed to in writing.

6. PHYSICAL CONDITION. Lessee has examined and knows the condition of said premises prior to the execution of this agreement and is satisfied with the physical condition thereof and its taking possession thereof shall be conclusive evidence of its receipt thereof in good order and repair.

7. SUB-LEASE. Lessee will not sublet said premises, nor any part thereof, and will not assign this lease agreement without the consent in writing of the Lessor first had and obtained.

8. TERMINATION NOTICE. Lessor and Lessee mutually agree that this lease agreement may be terminated by either party giving to the other party not less than ninety (90) days prior written notice of its election to so terminate; such notice may be given by certified or registered mail. Such notice, however, shall not operate to release Lessee from any of the obligations hereinabove imposed upon it during said ninety (90) day period, nor be construed as a waiver by Lessor of any of its rights, hereunder, including its right to have and receive the payments hereinabove reserved. In the event of future negotiations which may prohibit such Special Use Lessor has the option to declare this contract null and void by immediate written notice to Lessee.

9. LIQUIDATED DAMAGES. At the termination of this lease agreement by lapse of time or otherwise, Lessee shall yield possession to Lessor within thirty (30) days in good repair as hereinabove mentioned and failing so to do shall pay as liquidated damages for the whole time such possession is withheld, a sum of three hundred dollars ($300.00) per day of such withholding. But the provisions of this paragraph and the acceptance of such damages by Lessor shall not constitute a waiver by Lessor of its rights to re-entering as hereinafter set forth, nor shall any other act in apparent affirmance of the tenancy operate as a waiver of the right [illegible] agreement or operate as an extension thereof.

10. ABANDONMENT. If Lessee shall vacate or abandon said premises, for a period of ten (10) days, or in case of the non-payment of the rental compensation reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained, Lessee's right to the possession of the demised premises thereupon shall terminate, with or without notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of said demised premises, and if Lessor so elects, but not otherwise, and with or without notice of such election, or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination of Lessee's right of possession as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the demised premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the demised premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon said premises or any part thereof, to take possession with or without process of law, and to expel and remove Lessee or any other person who may be occupying the said premises or any part thereof, and Lessor may use such force as may be reasonably necessary, and the Lessor may reposses itself of the said premises as of its former estate, but such entry of the premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in said lease contained to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession and any and all notices and demands whatsoever, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or any knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, shall not be construed as a waiver of Lessor's right to act without notice or demand or any other right hereby given Lessor, or as an election to proceed under the provisions of this lease agreement.

11. COSTS OF ENFORCEMENT. Lessee shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Lessor in enforcing the convenants and agreements of this lease agreement, whether by the institution of litigation or in the taking of advise of counsel, or otherwise.

12. CONFESSION OF JUDGMENT. If default be made in the payment of the rental compensation hereinabove reserved, or of any installment thereof as herein provided, Lessee does hereby irrevocably constitute any attorney of any court of record in this state, attorney for it and in its name, from time to time, to waive issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Lessor, its successors and assigns, and against Lessee, for the amount of rent which may be then due by virtue of the terms hereof, or of any extension or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceeding, and a reasonable sum for Lessor's attorneys' fees in or about the entry of such judgment, and for said purpose to file in said case its cognovit thereof, and to make an agreement in said cognovit waiving and releasing all errors which may intervene in any such proceeding, and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Lessee hereby confirms all that said attorney may lawfully do by virtue hereof.

13. COVENANTS BINDING. All covenants, promises, representations and agreements herein contained shall be binding upon and inure to the benefit of the successors and assigns of the Lessor. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use of another.

14. TERM OF LEASE. This Agreement shall continue for the life of the site unless unforeseen circumstances would cause its cancellation as a mutually convenient course of action for both parties.

15. NOTICE. Any notice required hereunder shall be addressed to Lessee at P.O. Box 435, Crown Point, Indiana and to Lessor at _____ or at such other address as either party may from time to time designate by notice in writing to the other. Notice shall be deemed given on the date it is mailed and the return receipt of the post office shall constitute proof of the giving of any notice required hereunder.

16. GOVERNING LAW. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Indiana. The terms of this Agreement and the rights and obligations of the parties hereto may not be changed or terminated orally, but only by agreement in writing signed by the party against whom enforcement is sought.

17. BINDING EFFECT. This lease shall be binding hereto, their successors, and where applicable, their sublessees and assigns.

IN WITNESS WHEREOF, Lessee and Lessor have duly executed this lease as of the day and year first above written.

LESSEE:

~~RONALD VENEMA~~

BY: _____

LESSOR:

GARY DEVELOPMENT CO., INC.

BY: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that _____ _____ who _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said Instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 19____.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF)

On this _____ day of _____, 1971, before me, personally appeared _____, to me personally known, who being by me duly sworn, says that he is _____ _____ President of GARY DEVELOPMENT CO., INC. and _____ to me personally known to be the _____ of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

CALUMET WASTE

1986 ROLLOFF REVIEW MONTH OF: MAY, 1986

LANDFILL CODES:
1. Gary Loose 1.85/Yd
2. Gary Comp 2.30/Yd
3. Gary Spc 3.50/Yd
4. Gary-Tar 18.18/Yd
5. Gary Spc 8.00/Yd

COST PER MINUTE: $0.74

COST PER DEADHAUL: $23.35

NAME	CONT SZ	QTY	# PULL	R/T X	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- LOAD	RATE FLAT	---> DELV	COMP DEPR	<---------COSTS---------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
Adv Alum	20	2	13			2	1		52	105				37	2	0	38	20	$97	$105		
Amaizo	30	1	4			3	2		90	160				69	2	0	66	6	$143	$160		
Amaizo	25	9	65			44	1		85	118				46	2	0	63	8	$119	$118		
Amaizo-Sun	25	0	2			2	1		211	311				46	0	0	155	0	$202	$311		
Amer Chem	20	1	4				1		52	145				37	4	0	38	23	$102	$145		
Amer Soder	30		0		1		1			170		0		0	8	23	0	0	$32	$0		
Amoco-#4U1	20	1	2		4	2	1		55	124		30		37	7	47	41	0	$132	$184		
Amoco-494	20	0	1				1		50	124				37	0	0	37	23	$97	$124		
Amoco-600	20	1	4		1	3	1		50	124		30		37	4	6	37	6	$89	$132		
Amoco-Asp*	15	0	1			1	4		133	497				273	0	0	98	0	$371	$497		
Amoco-Asph	15	2	11		2	3	4		50	424		30		273	1	4	37	17	$332	$430		
Amoco-Asph	15	3	25		3	18	3		50	148		30		53	1	3	37	7	$100	$152		
Amoco-Com3	40	1	4			3	2		71	215	100			92	8	0	52	6	$158	$240		
Amoco-Gres	30	1	7			6	1		55	148				56	1	0	41	3	$100	$148		

CALUMET WASTE

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NAME	CONT SZ	QTY	# PULL	R/T X	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	<---------COSTS---------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
Amoco-Lake	20	1	4		1	3	1		65	124		30		37	4	6	48	6	$100	$132		
Amoco-Mach	15	0	0		1		1		0	0		30		0	0	23	0	0	$23	$30		
Amoco-Mach	20	2	9		1	6	1		55	124		30		37	3	3	41	8	$91	$127		
Amoco-Mat	20	4	16			15	1		60	124				37	4	0	44	1	$86	$124		
Amoco-Mat	30	2	17			12	1		60	148				56	1	0	44	7	$107	$148		
Amoco-Pipe	20	1	2			2	1		60	124				37	7	0	44	0	$88	$124		
Amoco-Pump	20	3	12		4	10	1		60	124		30		37	4	8	44	4	$97	$134		
Amoco-Stig	15	0	0		8		1		0	0		30		0	0	187	0	0	$187	$240		
Amoco-Stor	30	1	8			7	1		60	148				56	1	0	44	3	$104	$148		
Amoco-Tech	20	2	9			8	1		60	124				37	3	0	44	3	$87	$124		
Amoco-Tran	30	4	30			23	1		55	148				56	1	0	41	5	$102	$148		
Amoco-Tran	40	2	7			6	2		60	215				92	9	0	44	3	$148	$215		
Amoco-Tran	20	1	4		1	4	1		55	124		30		37	4	6	41	0	$87	$132		
Amoco-Wax	20	1	5			5	1		60	124				37	3	0	44	0	$84	$124		
Amoco-Wax	20	3	11			9	3		60	157				70	4	0	44	4	$122	$157		
Amoco-Zeol	20	0	1		1		1		50	124		30		37	0	23	37	23	$121	$154		
Arnold	20		2		1		1		53	165		30		37	3	12	39	23	$114	$180		
Arrow Unif	30		1				1		55	195				56	8	0	41	23	$128	$195		
BMW Contr	25		2				1		60	170				46	4	0	44	23	$117	$170		

CALUMET WASTE

1986 ROLLOFF REVIEW MONTH OF: MAY, 1986

LANDFILL CODES:
1. Gary Loose 1.85/Yd
2. Gary Comp 2.30/Yd
3. Gary Spc 3.50/Yd
4. Gary-Tar 18.18/Yd
5. Gary Spc 8.00/Yd

COST PER MINUTE: $0.74

COST PER DEADHAUL: $23.35

NAME	CONT SZ	QTY	# PULL	R/T X	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- LOAD	RATE FLAT	---> DELV	COMP DEPR	<---------COSTS DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
Brake & Eq	30	1	1				1		40	160				56	8	0	29	23	$116	$160		
Burlington	42	1	1				2		75	170				97	7	0	55	23	$182	$170		
Cal Constr	25	1	1		1		1		40	120		0		46	17	23	29	23	$140	$120		
Cal Constr	30	1	4				1		45	125				56	2	0	33	23	$114	$125		
Chapman	25		0		1		1		45	0		0		0	7	23	0	0	$30	$0		
Christman	20	1	2				1		45	150				37	7	0	33	23	$101	$150		
Christman	20	0	1				3		45	183				70	0	0	33	23	$127	$183		
Conam Insp	20		2				1		60	160				37	3	0	44	23	$107	$160		
Conrail	30		1				1		70	195				56	8	0	52	23	$139	$195		
Cons Chem	20		0		1		1		60	0		35		0	6	23	0	0	$29	$35		
Constr Exp	20		1		1		1		35	105		0		37	6	23	26	23	$115	$105		
Consumers	20	1	5		2	1	1		45	120		35		37	3	9	33	19	$101	$134		
Consumers	20	1	4		1	1	1		55	135		35		37	4	6	41	18	$105	$144		
Cynter	20		1				1		60	160				37	6	0	44	23	$110	$160		
Dominics	20		1				1		60	195				37	6	0	44	23	$110	$195		

CALUMET WASTE

1986 ROLLOFF REVIEW MONTH OF: MAY, 1986

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4. Gary-Tar 18.18/Yd
5. Gary Spc 8.00/Yd

COST PER MINUTE: $0.74

COST PER DEADHAUL: $23.35

NAME	CONT SZ	QTY	# PULL	R/T X	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- LOAD	RATE FLAT	---> DELV	COMP DEPR	<---------COSTS DISP	CONT	DELVR	P/U	D/H	----------> COST	PULL REVENUE	OPER %	30% MARGIN
DuPont	20	2	4		2		1		45	125		50		37	7	12	33	23	$112	$150		
EH Woods	20		2		3		1		45	150		30		37	3	35	33	23	$131	$195		
Eagle Food	33	1	2				2		85	175				76	4	0	63	23	$166	$175		
Franklin	20		2				1		60	160				37	3	0	44	23	$107	$160		
Funk & Fos	20		1				1		45	165				37	6	0	33	23	$99	$165		
Gary Hous	20		1		1		1		50	150		0		37	6	23	37	23	$126	$150		
Gough Lesc	20	1	3		1		1		60	135		35		37	5	8	44	23	$117	$147		
Gray Ed	20		1				1		45	145				37	6	0	33	23	$99	$145		
Great Lake	40	1	1				1		50	180	75			74	31	0	37	23	$165	$255		
HBR	30		2		1		1		45	170		0		56	4	12	33	23	$128	$170		
Ham. City	30	1	1		2		1		40	150		25		56	8	47	29	23	$163	$200		
Ham. Fence	20		0		1		1		45	0		0		0	6	23	0	0	$29	$0		
Ham. Valve	40	1	5			3	1		50	180				74	6	0	37	9	$126	$180		
Harrison	25	1	1				1		35	155				46	17	0	26	23	$112	$155		
High Bldg	20		1		1		1		60	110		30		37	6	23	44	23	$134	$140		
Highland	20		14		21		1		60	0	200	0		37	0	35	44	23	$140	$14		
Highland	40	1	11				2		60	160	-640			92	3	0	44	23	$162	$102		
Howard Ind	20	1	2				1		35	135				37	7	0	26	23	$93	$135		

CALUMET WASTE

1986 ROLLOFF REVIEW MONTH OF: MAY, 1986

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4. Gary-Tar 18.18/Yd
5. Gary Spc 8.00/Yd 1

COST PER MINUTE: $0.74

COST PER DEADHAUL: $23.35

NAME	CONT SZ	QTY	# PULL	R/T X	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- LOAD	RATE FLAT	---> DELV	COMP DEPR	<---------COSTS DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
Humiston	42	1	1				2		60	150				97	7	0	44	23	$171	$150		
Illiana Tr	30	2	1				1		45	165				56	15	0	33	23	$127	$165		
Illiana Wa	20	0	0				1		45	0	10			0	0	0	0	0	$0	$10		
Ind. Bell	20	1	4				1		45	120				37	4	0	33	23	$97	$120		
Ind. Bell	20	0	1				3		45	153				70	0	0	33	23	$127	$153		
Ind. Bell	20	1	3				1		60	123				37	5	0	44	23	$109	$123		
Ind. Harbo	20		1		1		1		60	150		35		37	6	23	44	23	$134	$185		
Ind. Iron	20		3				1		75	110				37	2	0	55	23	$117	$110		
Ind. Slag	20	1	2				1		55	140				37	7	0	41	23	$108	$140		
Ind. Valve	30		2		1		1		30	170		0		56	4	12	22	23	$117	$170		
Inland Ent	20	1	6				1		50	130				37	2	0	37	23	$100	$130		
Inland Ent	20	0	1				3		50	152				70	0	0	37	23	$130	$152		
JT Constr	20		1		3		1		60	130		35		37	6	70	44	23	$180	$235		
Justak Bro	15	1	1				1		45	100				28	7	0	33	23	$92	$100		
Keil Chem	20	2	4			1	1		45	140				37	7	0	33	18	$95	$140		
Klawinski	20	1	0				1		0	0	75			0	15	0	0	0	$15	$75		
Korellis	25	1	1				1		45	140				46	17	0	33	23	$120	$140		

CALUMET WASTE

1986 ROLLOFF REVIEW MONTH OF: MAY, 1986

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4. Gary-Tar 18.18/Yd
5. Gary Spc 8.00/Yd

COST PER MINUTE: $0.74

COST PER DEADHAUL: $23.35

NAME	CONT SZ	QTY	# PULL	R/T X	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- LOAD	RATE FLAT	---> DELV	COMP DEPR	<---------COSTS DISP	CONT	DELVR	P/U	D/H	----------> COST	PULL REVENUE	OPER %	30% MARGIN
Kumiega	20		0		1		1		60	160		35		0	6	23	0	0	$29	$35		
LTV-Coil	20	2	2			1	1		55	145	100			37	15	0	41	12	$104	$195		
LTV-Ship	20	1	3				1		55	145	50			37	5	0	41	23	$106	$162		
LaSalle St	10	1	3				3		60	185				35	1	0	44	23	$103	$185		
LaSalle St	20	1	3				1		40	115				37	5	0	29	23	$95	$115		
LaSalle St	25	2	4				1		45	135				46	9	0	33	23	$111	$135		
LaSalle St	30	1	4				1		45	145				56	2	0	33	23	$114	$145		
LaSalle St	40	1	6				1		50	170				74	5	0	37	23	$139	$170		
Lever Bros	33	4	25			10	2		90	154	475		213	76	10	0	66	14	$166	$173		
Lever Bros	30		1				1		75	143				56	8	0	55	23	$143	$143		
Lever Bros	20	2	8			5	1		75	120				37	4	0	55	9	$105	$120		
Lever Bros	25	5	44			33	1		75	132				46	2	0	55	6	$109	$132		
Lever Sat	25	0	4			4	1		112	186				46	0	0	83	0	$129	$186		
Lever Spcl	25	0	2			2	5		75	288				200	0	0	55	0	$255	$288		
Lever Sun	25	0	3			3	1		207	261				46	0	0	152	0	$199	$261		
Means Dvlp	20		1		1		1		60	140		30		37	6	23	44	23	$134	$170		
Means Dvlp	25		1				1		60	150				46	7	0	44	23	$121	$150		

CALUMET WASTE

1986 ROLLOFF REVIEW MONTH OF:MAY, 1986

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4. Gary-Tar 18.18/Yd
5. Gary Spc 8.00/Yd

COST PER MINUTE: $0.74

COST PER DEADHAUL: $23.35

NAME	CONT SZ	QTY	# PULL	R/T X	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- LOAD	RATE ---> FLAT	DELV	COMP DEPR	<---------COSTS---------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
Mich Mason	20		1				1		60	180				37	6	0	44	23	$110	$180		
Miller Dav	20		1				1		45	125				37	6	0	33	23	$99	$125		
Mitchell	20	1	6			1	1		50	120				37	2	0	37	19	$96	$120		
Nat Briq	20	1	0				1		60	0	75			0	15	0	0	0	$15	$75		
Newell	20		1				1		60	140				37	6	0	44	23	$110	$140		
Northlake	30		4				1		70	175				56	2	0	52	23	$133	$175		
O'Connell	20		1				1		60	150				37	6	0	44	23	$110	$150		
Oak Hill	25	0	1				1		110	160				46	0	0	81	23	$151	$160		
Osborne	20		1		1		1		60	130			35	37	6	23	44	23	$134	$165		
Patton	20	1	2				1		40	145	75			37	7	0	29	23	$97	$183		
Peerless	20		1				1		60	193				37	6	0	44	23	$110	$193		

CALUMET WASTE

1986 ROLLOFF REVIEW MONTH OF: MAY, 1986

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4. Gary-Tar 18.18/Yd
5. Gary Spc 8.00/Yd

COST PER MINUTE: $0.74

COST PER DEADHAUL: $23.35

NAME	CONT SZ	QTY	# PULL	R/T X	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- LOAD	RATE ---> FLAT	DELV	COMP DEPR	<---------COSTS---------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
Plyboro	20		1				1		50	140				37	6	0	37	23	$103	$140		
Pub Typo	20		1				1		60	165				37	6	0	44	23	$110	$165		
Purdue U	20	1	3		2		1		50	110		0		37	5	16	37	23	$118	$110		
RAS Constr	20		1		1		1		50	150		35		37	6	23	37	23	$126	$185		
Rubicon	20		2		1		1		50	105		0		37	3	12	37	23	$112	$105		
Saxon Metl s	20	1	2				1		60	140				37	7	0	44	23	$112	$140		
Spec Steel	20	1	1				1		50	140				37	15	0	37	23	$112	$140		
St Margart	33	1	9				2		60	192				76	1	0	44	23	$144	$192		
St Margart	20		2				1		60	145				37	3	0	44	23	$107	$145		
Stauffer	20	2	5				1		50	110				37	6	0	37	23	$103	$110		
Stauffer	25	1	2		1		1		50	130		30		46	9	12	37	23	$127	$145		
Svc MerchG	42	1	1				2		60	175				97	7	0	44	23	$171	$175		
Svc MerchM	42	1	1				2		75	175				97	7	0	55	23	$182	$175		
TWR Bldrs	20		6		1		1		45	160		0		37	1	4	33	23	$98	$160		
Teamer	20		0		1		1		60	160		35		0	6	23	0	0	$29	$35		
Thermark	30	0	3			1	3		55	179				105	0	0	41	16	$161	$179		

CALUMET WASTE

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4. Gary-Tar 18.18/Yd
5. Gary Spc 8.00/Yd

/Y

COST PER MINUTE: $0 74

COST PER DEADHAUL: $23.35

NAME	CONT SZ	QTY	# FULL	R/T X	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- LOAD	RATE ---> FLAT	DELV	COMP DEPR	<---------COSTS---------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
Tonn Blank	20		6				1		60	130				37	1	0	44	23	$105	$130		
Town Count	30		1		1		1		60	165		35		56	8	23	44	23	$155	$200		
Tri City	30		1		1		1		45	150		0		56	8	23	33	23	$144	$150		
Tri Cnty	20		0		1		1		60	0		35		0	6	23	0	0	$29	$35		
Turnak Rf	20		1				1		60	140				37	6	0	44	23	$110	$140		
US Gyp-Sat	15	0	6			6	1		63	79				28	0	0	46	0	$74	$79		
US Gyp-Sat	15	0	3			3	1		74	110				28	0	0	55	0	$82	$110		
US Gyp-Sat	30	0	33			32	1		80	156				56	0	0	59	1	$115	$156		
US Gyp-Sun	30	0	7			7	1		122	232				56	0	0	90	0	$145	$232		
US Gyp-Sun	15	0	4			4	1		97	139				28	0	0	71	0	$99	$139		
US Gypsum	15	1	12			10	1		50	78				28	1	0	37	4	$69	$78		
US Gypsum	30	7	77		4	53	1		53	122		30		56	1	1	39	7	$104	$124		
US Gypsum	20	1	1			1	1		50	94				37	15	0	37	0	$88	$94		
Union Carb	20	1	2				1		45	115				37	7	0	33	23	$101	$115		

CALUMET WASTE

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COST PER MINUTE: $0 74

COST PER DEADHAUL: $23.35

NAME	CONT SZ	QTY	# PULL	R/T X	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- LOAD	RATE FLAT	---> DELV	COMP DEPR	<---------COSTS DISP	CONT	DELVR	P/U	D/H	----------> COST	PULL REVENUE	OPER %	30% MARGIN
Union Carb	25	1	2				1		45	140				46	9	0	33	23	$111	$140		
Vance Corp	15	1	1				1		60	135	75			28	7	0	44	23	$103	$210		
Viking Mac	20	1	1				1		40	150				37	15	0	29	23	$104	$150		
Walg-Const	30		0		1		1		60	0		30		0	8	23	0	0	$32	$30		
Whiting	40		6		3	2	1		55	180		23		74	2	12	41	16	$144	$192		
Whiting	20		3		1		1		55	120		35		37	2	8	41	23	$111	$132		
Whiting	30	2	45			19	2		57	140				69	0	0	42	13	$125	$140		
Whiting	30	2	15		2	11	1		55	160		35		56	1	3	41	6	$106	$165		
Wisner	20		1				1		60	150				37	6	0	44	23	$110	$150		
Wlgrn CwnP	33	1	1				2		90	175				76	9	0	66	23	$174	$175		
Wlgrn Gary	33	1	1				2		45	170				76	9	0	33	23	$141	$170		
XL Constr	20		1		1		1		60	150		35		37	6	23	44	23	$134	$185		
Zayre	42	1	5				2		72	175				97	1	0	53	23	$174	$175		

ROLLOFF REVEIW CALCULATIONS

Temporary Cont
Cost per Yard: $0.28

Permanent Cont Costs:

Size Cont	Monthly Deprec
10	$2.00
15	$7.32
20	$14.58
25	$17.09
30	$7.59
33	$8.50
40	$30.66
42	$6.81
*	*
*	*
*	*
*	*
*	*
*	*
*	*
*	*

Landfill Cost

L/F Name	L/F Code	L/F $/YD/TON
Gary-Lse	1	$1.85
Gary-Cmp	2	$2.30
Gary-Spc	3	$3.50
Gary-Tar	4	$18.18
Gary-Spc	5	$8.00

		Total Pulls	Total Del	Total Consec	Total Haul Time
Total Revenue:	$194,607				
Total Cost:	$156,400				
Operating Margin:	19.6%	987	128	502	66862

Labor & Ins:	30,598	Monthly S/T:	1,231
Fuel & Oil:	4,976	Monthly O/T:	244
Truck Deprec:	7,807		
Overhead:	20,398	Total Hours	1,475
Cont Depr:	2596.68		
Disp Cost:	90631.45		
Adj %	-0.1%-20982.1%		
	156,797	Actual Monthly Cost	$156,399

	Alloc Time	ReAlloc Time	Alloc Cost
Hauling Time:	66,862	68570	$49,254
Personal Time:	2,205		
Travel Time:	19,433	19930	$14,315
Total :	88,500	88500	$63,569

COST/MIN:	$0.74
COST/DEL/DH/EXCH:	$23.35

AMOCO

NAME	CONT SZ	# QTY	# PULL	R/T %	# DEL	# CON	L/F	TON YDS	HAUL TIME	(--- RATE ---) LOAD	FLAT	DELV	COMP DEPR	(---------COSTS---------) DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN	TOTAL PULLS TTLPULLS	TOTAL HAUL TIME TTLHLTIME	TOTAL REVENUE TTLREV	TOTAL COST TTLCST	TOTAL DISP TTLDISP	TOTAL CONT TTLCONT	TOTAL GROSS MARGIN	TOTAL OPER %
Amoco-04U1	20	1	2		4	2	1		55	124		30		37	7	47	41	0	$132	$184			2	110	368	263	74	15		
Amoco-494	20	0	1				1		50	124				37	0	0	37	23	$97	$124			1	50	124	97	37	0		
Amoco-600	20	1	4		1	3	1		50	124		30		37	4	6	37	6	$89	$132			4	200	526	357	148	15		
Amoco-Asp4	15	0	1			1	4		133	497				273	0	0	98	0	$371	$497			1	133	497	371	273	0		
Amoco-Asph	15	2	11		2	3	4		50	424		30		273	1	4	37	17	$332	$430			11	550	4726	3653	3000	15		
Amoco-Asph	15	3	25		3	18	3		50	148		30		53	1	3	37	7	$100	$152			25	1250	3790	2489	1313	22		
Amoco-Com3	40	1	4			3	2		71	215	100			92	8	0	52	6	$158	$240			4	284	960	631	368	31		
Amoco-Gres	30	1	7			6	1		55	148				56	1	0	41	3	$100	$148			7	385	1036	703	389	8		
Amoco-Lake	20	1	4		1	3	1		65	124		30		37	4	6	48	6	$100	$132			4	260	526	401	148	15		
Amoco-Mach	15	0	0		1		1		0	0		30		0	0	23	0	0	$23	$30			0	0	30	23	0	0		
Amoco-Mach	20	2	9		1	6	1		55	124		30		37	3	3	41	8	$91	$127			9	495	1146	820	333	29		
Amoco-Mat	20	4	16			15	1		60	124				37	4	0	44	1	$86	$124			16	960	1984	1381	592	58		
Amoco-Mat	30	2	17			12	1		60	148				56	1	0	44	7	$107	$148			17	1020	2516	1827	944	15		
Amoco-Pipe	20	1	2			2	1		60	124				37	7	0	44	0	$88	$124			2	120	248	177	74	15		
Amoco-Pump	20	3	12		4	10	1		60	124		30		37	4	8	44	4	$97	$134			12	720	1608	1158	444	44		
Amoco-Stig	15	0	0		8		1		0	0		30		0	0	187	0	0	$187	$240			0	0	240	187	0	0		
Amoco-Stor	30	1	8			7	1		60	148				56	1	0	44	3	$104	$148			8	480	1184	829	444	8		
Amoco-Tech	20	2	9			8	1		60	124				37	5	0	44	3	$87	$124			9	540	1116	783	333	29		
Amoco-Tran	30	4	30			23	1		55	148				56	1	0	41	5	$102	$148			30	1650	4440	3074	1665	30		
Amoco-Tran	40	2	7			6	2		60	215				92	9	0	44	3	$148	$215			7	420	1505	1038	644	61		
Amoco-Tran	20	1	4		1	4	1		55	124		30		37	4	6	41	0	$87	$132			4	220	526	348	148	15		
Amoco-Wax	20	1	5			5	1		60	124				37	3	0	44	0	$84	$124			5	300	620	421	185	15		
Amoco-Wax	20	3	11			9	3		60	157				70	4	0	44	4	$122	$157			11	660	1727	1347	770	44		
Amoco-Zeol	20	0	1		1		1		50	124		30		37	0	23	37	23	$121	$154			1	50	154	121	37	0		
TOTALS		53	270		41	204																	270	20382	86258	65498	47369	616		

AMERICAN MAIZE

NAME	CONT SZ	QTY	# PULL	R/T %	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	<---------COSTS----------> DISP	CONT	DELVR	P/U	O/H	COST	PULL REVENUE	OPER %	30% MARGIN	TOTAL PULLS TTLPULLS	TOTAL HAUL TIME TTLHLTIME	TOTAL REVENUE TTLREV	TOTAL COST TTLCST	TOTAL DISP TTLDISP	TOTAL CONT TTLCONT	TOTAL GROSS MARGIN	TOTAL OPER %
Amarzo	30	1	4			3	2	90	160				69	2	0	66	6	$143	$160				4	360	640	572	276	8		
Amarzo	25	9	65			44	1	85	118				46	2	0	63	8	$119	$118				65	5525	7670	7720	3006	154		
Amarzo-Sun	25	0	2			2	1	211	311				46	0	0	155	0	$202	$311				2	422	622	403	93	0		
TOTALS		10	71		0	49																	71	6307	8932	8696	3375	161		

CALUMET CONSTRUCTION

NAME	CONT SZ	QTY	# PULL	R/T %	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	<---------COSTS----------> DISP	CONT	DELVR	P/U	O/H	COST	PULL REVENUE	OPER %	30% MARGIN	TOTAL PULLS TTLPULLS	TOTAL HAUL TIME TTLHLTIME	TOTAL REVENUE TTLREV	TOTAL COST TTLCST	TOTAL DISP TTLDISP	TOTAL CONT TTLCONT	TOTAL GROSS MARGIN	TOTAL OPER %
Cal Constr	25	1	2		2		14	35	120			0	48	9	23	26	23	$129	$120				2	70	240	257	95	17		
Cal Constr	25	1	1		1		1	40	120			0	46	17	23	29	23	$140	$120				1	40	120	140	46	17		
Cal Constr	30	1	4				1	45	125				56	2	0	33	23	$114	$125				4	180	500	456	222	8		
TOTALS		3	7		3	0																	7	290	860	852	363	42		

CONSUMERS ROOFING

NAME	CONT SZ	QTY	# PULL	R/T %	# DEL	# CON	L/F	TON YDS	HAUL TIME	RATE LOAD	RATE FLAT	RATE DELV	COMP DEPR	COSTS DISP	COSTS CONT	COSTS DELVR	COSTS P/U	COSTS D/H	COST	PULL REVENUE	OPER %	30% MARGIN	TOTAL PULLS TTLPULLS	TOTAL HAUL TIME TTLHLTIME	TOTAL REVENUE TTLREV	TOTAL COST TTLCST	TOTAL DISP TTLDISP	TOTAL CONT TTLCONT	TOTAL GROSS MARGIN	TOTAL OPER %
Consumers	20	1	5		2	1	1		45	120		35		37	3	9	33	19	$101	$134			5	225	670	505	185	15		
Consumers	20	1	4		1	1	1		55	135		35		37	4	6	41	18	$105	$144			4	220	575	418	148	15		
TOTALS		2	12		3	2																	12	550	1665	1250	504	38		

HAMMOND VALVE

NAME	CONT SZ	QTY	# PULL	R/T %	# DEL	# CON	L/F	TON YDS	HAUL TIME	RATE LOAD	RATE FLAT	RATE DELV	COMP DEPR	COSTS DISP	COSTS CONT	COSTS DELVR	COSTS P/U	COSTS D/H	COST	PULL REVENUE	OPER %	30% MARGIN	TOTAL PULLS TTLPULLS	TOTAL HAUL TIME TTLHLTIME	TOTAL REVENUE TTLREV	TOTAL COST TTLCST	TOTAL DISP TTLDISP	TOTAL CONT TTLCONT	TOTAL GROSS MARGIN	TOTAL OPER %
Ham. Valve	40	1	5		3	1			50	180				74	6	0	37	9	$126	$180			5	250	900	632	370	31		
TOTALS		3	14		0	4																	14	1330	9450	8024	6765	45		

TOWN OF HIGHLAND

NAME	CONT SZ	QTY	# PULL	R/T %	# DEL	# CON	TON L/F	HAUL YDS	HAUL TIME	RATE (--- LOAD	RATE FLAT	RATE ---) DELV	COMP DEPR	COSTS (--------- DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN	TOTAL PULLS TTLPULLS	TOTAL HAUL TIME TTLHLTIME	TOTAL REVENUE TTLREV	TOTAL COST TTLCST	TOTAL DISP TTLDISP	TOTAL CONT TTLCONT	TOTAL GROSS MARGIN	TOTAL OPER %
Highland	20		14	21		1		60	0	200		0		37	0	35	44	23	$140	$14			14	840	200	1960	518	6		
Highland	40	1	11			2		60	160	-640				92	3	0	44	23	$162	$102			11	660	1120	1786	1012	31		
TOTALS		1	25	21	0																		25	1500	1320	3745	1530	36		

INDIANA BELL

NAME	CONT SZ	QTY	# PULL	R/T %	# DEL	# CON	TON L/F	HAUL YDS	HAUL TIME	RATE (--- LOAD	RATE FLAT	RATE ---) DELV	COMP DEPR	COSTS (--------- DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN	TOTAL PULLS TTLPULLS	TOTAL HAUL TIME TTLHLTIME	TOTAL REVENUE TTLREV	TOTAL COST TTLCST	TOTAL DISP TTLDISP	TOTAL CONT TTLCONT	TOTAL GROSS MARGIN	TOTAL OPER %
Ind. Bell	20	1	4				1		45	120				37	4	0	33	23	$97	$120			4	180	480	389	148	15		
Ind. Bell	20	0	1				3		45	153				70	0	0	33	23	$127	$153			1	45	153	127	70	0		
Ind. Bell	20	1	3				1		60	123				37	5	0	44	23	$109	$123			3	180	370	328	111	15		
TOTALS		2	8		0	0																	8	405	1003	843	329	29		

LASALLE STEEL

NAME	CONT SZ	QTY	# PULL	R/T %	# DEL	# CON	TON L/F	HAUL YDS	HAUL TIME	RATE LOAD	RATE FLAT	RATE DELV	COMP DEPR	COSTS DISP	COSTS CONT	COSTS DELVR	COSTS P/U	COSTS D/H	COST	PULL REVENUE	OPER %	30% MARGIN	TOTAL PULLS TTLPULLS	TOTAL HAUL TIME TTLHLTIME	TOTAL REVENUE TTLREV	TOTAL COST TTLCST	TOTAL DISP TTLDISP	TOTAL CONT TTLCONT	TOTAL GROSS MARGIN	TOTAL OPER %
LaSalle St	10	1	3				3	60	185					35	1	0	44	23	$103	$185			3	180	555	310	105	2		
LaSalle St	20	1	3				1	40	115					37	5	0	29	23	$95	$115			3	120	345	284	111	15		
LaSalle St	25	2	4				1	45	135					46	9	0	33	23	$111	$135			4	180	540	445	185	34		
LaSalle St	30	1	4				1	45	145					56	2	0	33	23	$114	$145			4	180	580	456	222	8		
LaSalle St	40	1	6				1	50	170					74	5	0	37	23	$139	$170			6	300	1020	836	444	31		
TOTALS		6	20		0	0																	20	960	3040	2330	1067	89		

LEVER BROTHERS

NAME	CONT SZ	QTY	# PULL	R/T %	# DEL	# CON	TON L/F	HAUL YDS	HAUL TIME	RATE LOAD	RATE FLAT	RATE DELV	COMP DEPR	COSTS DISP	COSTS CONT	COSTS DELVR	COSTS P/U	COSTS D/H	COST	PULL REVENUE	OPER %	30% MARGIN	TOTAL PULLS TTLPULLS	TOTAL HAUL TIME TTLHLTIME	TOTAL REVENUE TTLREV	TOTAL COST TTLCST	TOTAL DISP TTLDISP	TOTAL CONT TTLCONT	TOTAL GROSS MARGIN	TOTAL OPER %
Lever Bros	33	4	25		10		2	90	154	475			213	76	10	0	66	14	$166	$173			25	2250	4325	4152	1898	247		
Lever Bros	30		1				1	75	143					56	8	0	55	23	$143	$143			1	75	143	143	56	8		
Lever Bros	20	2	8		5		1	75	120					37	4	0	55	9	$105	$120			8	600	960	837	296	29		
Lever Bros	25	5	44		33		1	75	132					46	2	0	55	6	$109	$132			44	3300	5808	4808	2035	85		
Lever Sat	25	0	4		4		1	112	186					46	0	0	83	0	$129	$186			4	448	745	515	185	0		
Lever Spcl	25	0	2		2		5	75	288					200	0	0	55	0	$255	$288			2	150	577	510	400	0		
Lever Sun	25	0	3		3		1	207	261					46	0	0	152	0	$199	$261			3	621	782	596	139	0		
TOTALS		11	87		0	57																	87	7444	13339	11562	5008	370		

ST. MARGARETS HOSPITAL

NAME	CONT SZ	QTY	# PULL	R/T %	# DEL	# CON	TON L/F	HAUL YDS	TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	<---------COSTS---------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN	TOTAL PULLS TTLPULLS	TOTAL HAUL TIME TTLHLTIME	TOTAL REVENUE TTLREV	TOTAL COST TTLCST	TOTAL DISP TTLDISP	TOTAL CONT TTLCONT	TOTAL GROSS MARGIN	TOTAL OPER %
St Margart	33	1	9				2	60	192				76	1	0	44	23	$144	$192				9	540	1728	1300	683	9		
St Margart	20		2				1	60	145				37	3	0	44	23	$107	$145				2	120	290	215	74	6		
TOTALS		1	11		0	0																	11	660	2018	1514	757	14		

STAUFFER CHEMICAL

NAME	CONT SZ	QTY	# PULL	R/T %	# DEL	# CON	TON L/F	HAUL YDS	TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	<---------COSTS---------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN	TOTAL PULLS TTLPULLS	TOTAL HAUL TIME TTLHLTIME	TOTAL REVENUE TTLREV	TOTAL COST TTLCST	TOTAL DISP TTLDISP	TOTAL CONT TTLCONT	TOTAL GROSS MARGIN	TOTAL OPER %
Stauffer	20	2	5				1	50	110				37	6	0	37	23	$103	$110				5	250	550	515	185	29		
Stauffer	25	1	2		1		1	50	130			30	46	9	12	37	23	$127	$145				2	100	290	253	93	17		
TOTALS		4	9		1	0																	9	560	1200	984	278	61		

THERMARK CORP

NAME	CONT SZ	# QTY	R/T PULL	% DEL	# CON	L/F	TON YDS	HAUL TIME	RATE FLAT (--- LOAD	DELV ---)	COMP DEPR	COSTS DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN	TOTAL PULLS TTLPULLS	TOTAL HAUL TIME TTLHLTIME	TOTAL REVENUE TTLREV	TOTAL COST TTLCST	TOTAL DISP TTLDISP	TOTAL CONT TTLCONT	TOTAL GROSS MARGIN	TOTAL OPER %
Thermark	30	0	3		1	3		55	179			105	0	0	41	16	$161	$179			3	165	537	483	315	0		
TOTALS		4	12		0	3															12	670	2102	1594	840	50		

CITY OF WHITING

NAME	CONT SZ	# QTY	R/T PULL	% DEL	# CON	L/F	TON YDS	HAUL TIME	RATE LOAD	FLAT	DELV	COMP DEPR	COSTS DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN	TOTAL PULLS TTLPULLS	TOTAL HAUL TIME TTLHLTIME	TOTAL REVENUE TTLREV	TOTAL COST TTLCST	TOTAL DISP TTLDISP	TOTAL CONT TTLCONT	TOTAL GROSS MARGIN	TOTAL OPER %
Whiting	40		6	3	2	1		55	180		23		74	2	12	41	16	$144	$192			6	330	1150	862	444	11		
Whiting	20		3	1		1		55	120		35		37	2	8	41	23	$111	$132			3	165	395	332	111	6		
Whiting	30	2	45		19	2		57	140				69	0	0	42	13	$125	$140			45	2565	6300	5617	3105	15		
Whiting	30	2	15	2	11	1		55	160		35		56	1	3	41	6	$106	$165			15	825	2470	1596	833	15		
TOTALS		4	69	6	32																	69	3885	10315	8406	4493	47		

U. S. GYPSUM

NAME	CONT SZ	QTY	# PULL	R/T %	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN	TOTAL PULLS TTLPULLS	TOTAL HAUL TIME TTLHLTIME	TOTAL REVENUE TTLREV	TOTAL COST TTLCST	TOTAL DISP TTLDISP	TOTAL CONT TTLCONT	TOTAL GROSS MARGIN	TOTAL OPER %
													<--------COSTS-------->																	
US Gyp-Sat	15	0	6			6	1		63	79				28	0	0	46	0	$74	$79			6	378	473	445	167	0		
US Gyp-Sat	15	0	3			3	1		74	110				28	0	0	55	0	$82	$110			3	222	330	247	83	0		
US Gyp-Sat	30	0	33			32	1		80	156				56	0	0	59	1	$115	$156			33	2640	5143	3800	1832	0		
US Gyp-Sun	30	0	7			7	1		122	232				56	0	0	90	0	$145	$232			7	854	1623	1018	389	0		
US Gyp-Sun	15	0	4			4	1		97	139				28	0	0	71	0	$99	$139			4	388	556	397	111	0		
US Gypsum	15	1	12			10	1		50	78				28	1	0	37	4	$69	$78			12	600	940	829	333	7		
US Gypsum	30	7	77		4	53	1		53	122		30		56	1	1	39	7	$104	$124			77	4081	9526	7987	4274	53		
US Gypsum	20	1	1			1	1		50	94				37	15	0	37	0	$88	$94			1	50	94	88	37	15		
TOTALS		10	172		4	144																	172	10363	20161	15688	7224	82		

CALUM

1987 ROLLOFF REVIEW MONTH OF: JUNE

LANDFILL CODES: 4.GARY C 3.0
5.GARY H 4.5
3.GARY L 2.5

COST PER MINUTE: $0.82

COST PER DEADHAUL: $12.51

NAME	CONT SIZE	QTY	# PULL	R/T %	# DEL	# CON	TON L/F	HAUL YDS	TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	<---------COSTS---------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
AMAIZ	25		23			14	5	93	170				113		0	0	76	5	$194	$170		
AMAIZ COMP	30	1	5			2	4	83	165				90		3	0	68	8	$168	$165		
AMAIZ SUN	25		2				3	233	317				63		1	0	191	13	$267	$317		
AMAIZO	25	9	52		1	29	3	79	120			35	63		2	0	65	6	$135	$121		
AMER CHEM	20	1	2				3	50	165				50		5	0	41	13	$108	$165		
AMOCO	20	1	1				3	70	124				50		10	0	57	13	$130	$124		
AMOCO CHEM	30	2	2				3	95	173				75		14	0	78	13	$179	$173		
AP GREEN	20		2				3	75	175				50		1	0	61	13	$125	$175		
BH MECH pd	20		1				3	45	0				50		2	0	37	13	$101	$0		
BHLING	20	2	2		3		3	35	145			35	50		10	19	29	13	$120	$198		
BLDS SQUAR	30	1	4			1	3	55	143				75		4	0	45	9	$133	$143		

CALUM

1987 ROLLOFF REVIEW MONTH OF: JUNE

LANDFILL CODES: 4.GARY C 3.0
5.GARY H 4.5
7
3.GARY L 2.5

COST PER MINUTE: $0.82

COST PER DEADHAUL: $12.51

NAME	CONT SIZE	QTY	# PULL	R/T X	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	<---------COSTS----------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
B.M.W.CONT	30		1				5	76	265				135	3	0	62	13	$213	$265			
B.M.W.CONT	30	1	6		1	2	3	76	205			30	75	2	2	62	8	$150	$210			
CAL CONT	30	2	6				3	68	143				75	5	0	56	13	$148	$143			
CAL CONT	20	1	5		1		3	66	127			0	50	2	3	54	13	$121	$127			
CHAR GLUTH	25	1	7				3	54	140				63	2	0	44	13	$121	$140			
CITY WHITG	30	1	3			1	3	59	175				75	5	0	48	8	$136	$175			
CITY WHITG	20		10			1	3	60	150				50	0	0	49	11	$111	$150			
CITY WHITG	30	2	60		1		4	59	175			35	90	0	0	48	13	$151	$176			
CONSM ROOF	25	2	4				3	49	160				63	6	0	40	13	$121	$160			
CONSM ROOF	20	1	1				3	48	140				50	10	0	39	13	$112	$140			
CONT EXP.	30	1	2		1		3	55	120			0	50	5	6	45	13	$119	$120			
CREST APTS	20		2		2		3	40	175			30	50	ERR	13	33	13	ERR	$205			

CALUM

1987 ROLLOFF REVIEW MONTH OF:JUNE

LANDFILL CODES:4.GARY C 3.0
---------- 5.GARY H 4.5

3.GARY L 2.5

COST PER MINUTE: $0.82

COST PER DEADHAUL: $12.51

NAME	CONT SIZE	# QTY	# PULL	R/T X	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	<---------COSTS---------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
DUPONT	20	1	5			1	3	44	135				50	2	0	36	10	$98	$135			
D. MAY pd	20		1				3	50	0				50	2	0	41	13	$105	$0			
EAGLE DIS	33	1	1				4	100	205				99	9	0	82	13	$202	$205			
FEHLBERG	20		1				3	50	175				50	2	0	41	13	$105	$175			
GRIFF SCHL	20		1		1		3	35	175			0	50	2	13	29	13	$106	$175			
GRIFFITHS	30		1		1		3	62	195			0	75	3	13	51	13	$154	$195			
GRT LAKES	40		1		1		3	65	180			0	100	4	13	53	13	$182	$180			
HAMM VALVE	40	1	3				3	72	215				100	7	0	59	13	$178	$215			
HAMM VALVE	15	1	5				3	47	145				38	2	0	38	13	$90	$145			
HAMSTRA	30		2				3	84	210				75	2	0	69	13	$158	$210			
HARB WALK	20		1				3	35	155				50	2	0	29	13	$93	$155			

CALUM

1987 ROLLOFF REVIEW MONTH OF: JUNE

LANDFILL CODES: 4.GARY C 3.0
5.GARY H 4.5
3.GARY L 2.5

COST PER MINUTE: $0.92

COST PER DEADHAUL: $12.51

NAME	CONT SIZE	QTY	# PULL	R/T X	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	<---------COSTS---------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
HARB WALK	30	1	2				3		45	205				75	7	0	37	13	$131	$205		
HIGHLAND	15		5				3		48	0				38	0	0	39	13	$90	$0		
HIGHLAND	40		4				4		61	0				120	1	0	50	13	$183	$0		
HIGHLAND	40	1	9				4		61	170				120	2	0	50	13	$185	$170		
HIGHLAND	20		7				3		48	0				50	0	0	39	13	$102	$0		
HOHMAN P&C	20		1		1		3		45	175			0	50	2	13	37	13	$114	$175		
HOWARD IND	20	1	2				3		55	155				50	5	0	45	13	$113	$155		
ILLIAN WHS	40	2	2				3		80	185				100	20	0	65	13	$198	$185		
ILLIAN WHS	30		1				3		80	165				75	3	0	65	13	$156	$165		
IND HARBOR	20	1	1				3		45	150				50	10	0	37	13	$109	$150		
IND ROOF	20		1		1		3		48	175			0	50	2	13	39	13	$116	$175		
IND SLAG	20	1	1				3		40	160				50	10	0	33	13	$105	$160		
INDIA BELL	20		1		1		5		60	170			0	90	2	13	49	13	$166	$170		

CALUM

1987 ROLLOFF REVIEW MONTH OF: JUNE

LANDFILL CODES: 4.GARY C 3.0
5.GARY H 4.5
3.GARY L 2.5

COST PER MINUTE: $0.82

COST PER DEADHAUL: $12.51

NAME	CONT SIZE	QTY	# PULL	R/T X	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	<---------COSTS---------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
INDIA BELL	25		1				5		60	190				113	3	0	49	13	$177	$190		
INDIA BELL	20	3	3		1		3		60	130		35		50	10	4	49	13	$126	$142		
INLAND ENT	20	1	1				3		45	150				50	10	0	37	13	$109	$150		
INT MUFFLR	20		1				3		105	150				50	2	0	86	13	$150	$150		
JANSKY pd	30		1				3		45	0				75	3	0	37	13	$127	$0		
JET DRY	20		1				3		45	175				50	2	0	37	13	$101	$175		
JUSTAX	30		1		1		3		50	140		0		75	3	13	41	13	$144	$140		
JUSTAX	20	1	1				3		60	130				50	10	0	49	13	$122	$130		
JW HAWK	30		2		1		3		50	165		0		75	2	6	41	13	$136	$165		
KARNES	20		1		1		3		33	175		0		50	2	13	27	13	$104	$175		
KEATON	30		1				3		65	195				75	3	0	53	13	$144	$195		
KEIL CHEM	20	2	5		1		3		62	160		35		50	4	3	51	13	$120	$167		
KENCO SPPY	20		1		1		3		35	175		0		50	2	13	29	13	$106	$175		
KENDORA	20		1		1		3		50	175		0		50	2	13	41	13	$118	$175		
KMEIL CONT	20		1		1		3		60	175		0		50	2	13	49	13	$126	$175		

CALUM

1987 ROLLOFF REVIEW MONTH OF: JUNE

LANDFILL CODES: 4.GARY C 3.0
5.GARY H 4.5
3.GARY L 2.5

COST PER MINUTE: $0.62

COST PER DEADHAUL: $12.51

NAME	CONT SIZE	QTY	# PULL	R/T %	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	<---------COSTS----------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
KOREILES	25	1	3		2		3		52	170		35		63	4	8	43	13	$130	$193		
KOREILES	20		1				3		52	155				50	2	0	43	13	$107	$155		
LASALLE ST	40	1	5			1	3		84	170				100	4	0	69	10	$183	$170		
LASALLE ST	20	1	4		1		3		67	120		0		50	3	3	55	13	$123	$120		
LASALLE ST	25	3	7			3	3		63	140				63	5	0	52	7	$126	$140		
LASALLE ST	10	1	4			1	3		72	186				25	0	0	59	9	$93	$186		
LASALLE ST	30	1	3			1	3		65	160				75	5	0	53	8	$141	$160		
LEVER	25	3	21			13	3		75	141				63	2	0	61	5	$130	$141		
LEVER	33	3	25			17	4		86	165				99	1	0	70	4	$174	$165		
LEVER	20	3	6			4	3		81	128				50	5	0	66	4	$125	$128		
LEVER	30	17	21			19	3		90	153				75	11	0	74	1	$161	$153		
LEVER SAT	25		3			1	3		104	215				63	1	0	85	8	$157	$215		

CALUM

1987 ROLLOFF REVIEW MONTH OF: JUNE

LANDFILL CODES: 4.GARY C 3.0
5.GARY H 4.5
3.GARY L 2.5

COST PER MINUTE: $0.82

COST PER DEADHAUL: $12.51

NAME	CONT SIZE	# QTY	# PULL	R/T X	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	<---------COSTS----------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
LEVER SUN	25		2				3	195	338				63	1	0	160	13	$236	$338			
LEVY CO	20	1	1				3	52	160				50	10	0	43	13	$115	$160			
MCCARTIN	20		1				3	36	150				50	2	0	29	13	$94	$150			
MEADE ELEC	15	1	2				3	53	145				38	4	0	43	13	$97	$145			
METRO BLDS	20	1	8		1	3	3	40	140			35	50	1	2	33	8	$93	$144			
METRO SAT	20		1				3	95	214				50	2	0	78	13	$142	$214			
MILLER pd	20		1		1		3	60	0			0	50	2	13	49	13	$126	$0			
MINER	30		1		1		3	30	195			0	75	3	13	25	13	$128	$195			
MOOSE LDGE	20		1				3	62	0				50	2	0	51	13	$115	$0			
MUNST MED	30	1	7		1		4	75	217			35	90	2	2	61	13	$168	$222			
NIPSCO	25	4	10		1	2	3	78	125			0	63	5	1	64	10	$142	$125			

CALUM

1987 ROLLOFF REVIEW MONTH OF:JUNE

LANDFILL CODES:4.GARY C 3.0
5.GARY H 4.5
3.GARY L 2.5

COST PER MINUTE: $0.82

COST PER DEADHAUL: $12.51

NAME	CONT SIZE	QTY	# PULL	R/T %	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	<---------COSTS---------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
NIPSCO	25		2			1	5		75	175				113	1	0	61	6	$181	$175		
NIPSCO	20	1	3			1	3		64	110				50	3	0	52	8	$114	$110		
NTWL BRIQT	20	1	2				3		60	160				50	5	0	49	13	$117	$160		
O DAY	20		1		1		3		46	175			0	50	2	13	38	13	$115	$175		
OSBORNE	20		1		1		3		45	130			0	50	2	13	37	13	$114	$130		
PATTEN	20	1	2				3		70	165				50	5	0	57	13	$125	$165		
PLYBRICO	20	1	1				3		35	165				50	10	0	29	13	$101	$165		
PPG IND	30	1	1				3		48	175				75	14	0	39	13	$141	$175		
PURDUE	20		2			1	3		52	110				50	1	0	43	6	$100	$110		
P&R ELEC	30		1		1		3		60	195			0	75	3	13	49	13	$152	$195		
RAS CONT	20	1	5				3		59	170				50	2	0	48	13	$113	$170		
REVCO	40		1		1		3		60	210				100	4	13	49	13	$178	$210		
REVCO	30		1				3		49	195				75	3	0	40	13	$131	$195		

CALUM

1987 ROLLOFF REVIEW MONTH OF: JUNE

LANDFILL CODES: 4.GARY C 3.0
5.GARY H 4.5
3.GARY L 2.5

COST PER MINUTE: $0.82

COST PER DEADHAUL: $12.51

NAME	CONT SIZE	# QTY	R/T PULL	# X DEL	# CON	TON L/F	HAUL YDS	TIME	RATE LOAD	RATE FLAT	RATE DELV	COMP DEPR	COSTS DISP	COSTS CONT	COSTS DELVR	COSTS P/U	COSTS D/H	COST	PULL REVENUE	OPER %	30% MARGIN
RICH pd	30		1			3		41	0			75		3	0	34	13	$124	$0		
ROXANN pd	20		1			3		69	0			50		2	0	56	13	$121	$0		
SANDLIN pd	30		1			3		85	0			75		3	0	70	13	$160	$0		
SAX METALS	20	1	2			3		64	160			50		5	0	52	13	$120	$160		
SET ENVIR	30		1			3		56	215			75		3	0	46	13	$136	$215		
SICKLES	20		1	1		3		50	175		0	50		2	13	41	13	$118	$175		
ST MARGRS	33	1	8		4	4		97	220			99		1	0	79	6	$186	$220		
ST MARGRS	20	1	4		2	3		68	165			50		3	0	56	6	$114	$165		

CALUM

1987 ROLLOFF REVIEW MONTH OF: JUNE

LANDFILL CODES: 4.GARY C 3.0
5.GARY H 4.5
3.GARY L 2.5

COST PER MINUTE: $0.82

COST PER DEADHAUL: $12.51

NAME	CONT SIZE	QTY	# PULL	R/T %	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	DISP	<---------COSTS---------> CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
ST MARGRS	30		1				3	69	185				75		3	0	56	13	$147	$185		
STAUFFER	20	6	8		3		3	57	125		30		50		8	5	47	13	$121	$136		
STV CONST	15		1		1		3	30	150		0		38		2	13	25	13	$89	$150		
TAYLOR &	20		1				3	45	165				50		2	0	37	13	$101	$165		
THAKERSON	30		1		1		3	35	175		0		75		3	13	29	13	$132	$175		
THALMAN	20		1				3	90	175				50		2	0	74	13	$138	$175		
THERMARK	30		1				5	85	241				135		3	0	70	13	$220	$241		
THERMARK	30		3			1	5	55	220				135		1	0	45	8	$189	$220		
THERMARK	25	1	1				5	77	195				113		12	0	63	13	$200	$195		

CALUM

1987 ROLLOFF REVIEW MONTH OF: JUNE

LANDFILL CODES: 4.GARY C 3.0
5.GARY H 4.5
3.GARY L 2.5

COST PER MINUTE: $0.82

COST PER DEADHAUL: $12.51

NAME	CONT SIZE	QTY	# PULL	R/T X	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	<---------COSTS---------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
UN CARBID	20	2	2				3		56	120				50	10	0	46	13	$118	$120		
USG	30	9	135			91	3		58	125				75	1	0	47	4	$127	$125		
USG	30		2			2	5		55	185				135	2	0	45	0	$181	$185		
USG	20	1	3			2	3		60	117				50	3	0	49	4	$107	$117		
USG SAT	30		2			2	3		97	199				75	2	0	79	0	$156	$199		
VIKING MEC	20	1	1				3		55	150				50	10	0	45	13	$118	$150		
WALKER	20		2		1		3		67	175		0		50	1	6	55	13	$125	$175		

CALUM

1987 ROLLOFF REVIEW MONTH OF: JUNE

LANDFILL CODES: 4.GARY C 3.0
5.GARY H 4.5
3.GARY L 2.5

COST PER MINUTE: $0.82

COST PER DEADHAUL: $12.51

NAME	CONT SIZE	QTY	# PULL	R/T %	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	<---------COSTS----------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN
WESLY	20		1		1		3	36		175		0		50	2	13	29	13	$106	$175		
WISNERCORP	20		1		1		3	46		160		35		50	2	13	38	13	$115	$195		
WOODMAR CC	20	1	3		1		3	40		175		30		50	3	4	33	13	$103	$185		
YAGER	30		1		1		3	45		195		0		75	3	13	37	13	$140	$195		

ROLLOFF REVEIW CALCULATIONS

Temporary Cont
Cost per Yard: $0.10

Permanent Cont Costs:

Size Cont	Monthly Deprec
8.0	$0.00
10.0	$0.00
15.0	$8.00
20.0	$10.00
25.0	$12.00
30.0	$14.00
33.0	$9.05
40.0	$20.00
42.0	$21.00

Landfill Cost

L/F Name	L/F Code	L/F $/YD/TON
GARY LSE	3	$2.50
GARY CMP	4	$3.00
GARY HRD	5	$4.50
GARY DUST	6	$6.00
GARY DEST	7	$8.00
GARY SLDG	8	$18.18

		Total Pulls	Total Del	Total Consec	Total Haul Time
Total Revenue:	$140,775				
Total Cost:	ERR				
Operating Margin:	ERR	904	138	316	61398

Labor & Ins:		25700	Monthly S/T: 1023
Fuel & Oil:		3800	Monthly O/T: 222
Truck Deprec:		7813	
Overhead:		22000	Total Hours 1245
Adj %	0.0%	0	
		59313	Actual Monthly Cost $129,200

	Alloc Time	ReAlloc Time	Alloc Cost		
Hauling Time:	61398	63265	$50,234	COST/MIN:	$0.82
Personal Time:	2205				
Travel Time:	11097	11435	$9,079	COST/DEL/DH/EXCH:	$12.51
Total :	74700	74700	$59,313		

TOM - FOR YOUR INFO

CALUMET WASTE

LANDFILL CODES: 4.GD HARD 7.0
5.GD VD 8.5
6.GD DUST 10.0
2.GD LSE 4.0
3.GD COMP 4.5

COST PER MINUTE: $0.85
COST PER DEADHAUL: $14.25

******** AFTER MONSTER INCREASE 9-15-88 *********

NAME	CONT SIZE	QTY	% PULL	R/T X	% DEL	% COM	TON L/F	HAUL YDS	TIME	RATE LOAD	RATE FLAT	RATE DELV	COMP DEPR	COSTS DISP	COSTS CONT	COSTS DELVR	COSTS P/U	COSTS D/H	COST	PULL REVENUE	OPER %	30% MARGIN	MONTHLY PULLS	MONTHLY TIME	MONTHLY REV	MONTHLY COST	MONTHLY DISP	MONTHLY CONT	MARGIN	%	RAISE REV CHN	MARGIN NEW %
ACONDACO	40		1				2		55	250				160	16	0	47	14	$237	$250			1	55	250	237	160	16				
AMAIZO	25	6	56		4	35	2		78	170		35		100	2	1	67	5	$175	$172			56	4368	9646	9783	5600	96				
AMAIZO	25	1	12			8	6		80	320				250	1	0	68	5	$324	$320			12	960	3837	3893	3600	16				
AMAIZO	25		7			4	4		78	245				175	1	0	67	6	$249	$245			7	546	1713	1744	1225	10				
AMAIZO	33	1	1				3		85	225				149	20	0	73	14	$255	$225			1	85	225	255	149	20				
AMER CHEM	20	1	3				2		52	198				80	5	0	44	14	$143	$198			3	156	594	430	240	14				
AMER CHEM	15		1				2		40	185				60	6	0	34	14	$114	$185			1	40	185	114	60	6				
AMER GENER	30		1		1		2		50	220		0		120	12	14	43	14	$203	$220			1	50	220	203	120	12				
AMOCO CHEM	30	2	2				2		48	196				120	17	0	41	14	$192	$196			2	96	392	384	240	34				
AMOCO WHS	20	1	1				2		50	144				80	14	0	43	14	$151	$144			1	50	144	151	80	14				
												0																				
												0																				
BAY MGMT	30		2		1		2		64	235		0		120	6	7	55	14	$202	$235			2	128	470	404	240	12				
BH MECH bd	20		1				2		50	0				80	8	0	43	14	$145	$0			1	50	0	145	80	8				
BI CONTRAC	25		2				2		35	235				100	5	0	30	14	$149	$235			2	70	470	298	200	10				
BLAKE CNST	30		1				2		80	255				120	12	0	68	14	$215	$255			1	80	255	215	120	12				
BLAKE CNST	20		1				2		70	195				80	8	0	60	14	$162	$195			1	70	195	162	80	8				
BLDR SQUAR	40		3				3		74	229				180	5	0	63	14	$263	$229			3	222	687	788	540	16				
BMI	20	1	1				2		62	175				80	14	0	53	14	$161	$175			1	62	175	161	80	14				
BOYEN bd	15		1				2		40	0				60	6	0	34	14	$114	$0			1	40	0	114	60	6				
BRAUN CALU	40		1				2		56	275				160	16	0	48	14	$238	$275			1	56	275	238	160	16				
BROADWAY	42	1	1				3		70	245			5o	189	82	0	60	14	$345	$245			1	70	245	345	189	82				
BROADWAY	40		1				3		70	245				180	16	0	60	14	$270	$245			1	70	245	270	180	16				
BUD HAINT	20		3				2		52	195				80	3	0	44	14	$141	$195			3	156	585	424	240	8				
BURLINGTON	42		1				2		85	267				168	17	0	73	14	$272	$267			1	85	267	272	168	17				
CMAT SHIMP	20		1		1		2		55	215		0		80	8	14	47	14	$163	$215			1	55	215	163	80	8				
CAL CNSTR	25		1				2		55	173				100	10	0	47	14	$171	$173			1	55	173	171	100	10				
CAL CNSTR	30	2	9			2	2		64	188				120	4	0	55	11	$190	$188			9	576	1688	1706	1080	34				

LANDFILL CODES: 4.GD HARD 7.0 S
5.GD VD 8.5
6.GD DUST 10 0 1
2.GD LSE 4.0
3.GD COMP 4.5

COST PER MINUTE: $0.85

COST PER DEADHAUL: $14.25

******** AFTER MUNSTER INCREASE 9-15-88 *********

NAME	CONT SIZE	QTY	# PULL	R/T X	# DEL	# CON	L/F	TON YDS	HAUL TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	<---COSTS---> DISP	CONT	DELVR	P/U	O/H	COST	PULL REVENUE	OPER %	30% MARGIN	MONTHLY PULLS	TIME	REV	COST	DISP	CONT	MARGIN	%	RAISE REV CON MARGIN	NEW %
CHAR GLUTH	30		2				2	45	205				120	6	0	38	14	$179	$205				2	90	410	357	240	12				
CHAR GLUTH	25	1	3				2	45	185				100	5	0	38	14	$158	$185				3	135	555	474	300	16				
CHECKER	30		1		2		2	71	225			35	120	12	20	61	14	$235	$295				1	71	295	235	120	12				
CHECKER	20		1				2	62	195				80	8	0	53	14	$155	$195				1	62	195	155	80	8				
CHESTER	15		1				2	35	165				60	6	0	30	14	$110	$165				1	35	165	110	60	6				
CHICAGO SS	20		1		1.		2	57	225			0	80	8	14	49	14	$165	$225				1	57	225	165	80	8				
CITY HAMMO	15		2		1	1	2	62	180			0	60	3	7	53	7	$130	$180				2	124	360	260	120	6				
CITY HAMMO	20		2				4	52	240				140	4	0	44	14	$203	$240				2	104	480	405	280	8				
CITY HAMMO	20		6		2	1	2	51	180			0	80	1	5	44	12	$142	$180				6	306	1080	849	480	8				
CITY WHITI	30	4	68		3	41	2	60	205			35	120	1	1	51	6	$179	$207				68	4080	14045	12140	8160	68				
CNSTR EXP	20	1	3				2	67	160				80	5	0	57	14	$156	$160				3	201	480	468	240	14				
CONSM ROOF	25		3				2	47	180				100	3	0	40	14	$158	$180				3	141	540	473	300	10				
CONSM ROOF	20		5		2		2	43	170			35	80	2	6	37	14	$138	$184				5	215	920	691	400	8				
C&E REFRAC	20		3		1		2	40	195			0	80	3	5	34	14	$136	$195				3	120	585	407	240	8				
C&S GAS ST	20		1				2	40	235				80	8	0	34	14	$136	$235				1	40	235	136	80	8				
DELBA	20		1		1		2	35	120			0	80	8	14	30	14	$146	$120				1	35	120	146	80	8				
DEREMIAH	30		1		1		2	45	255			0	120	12	14	38	14	$199	$255				1	45	255	199	120	12				
DONOVIAL	20		1		1		2	58	195			0	80	8	14	50	14	$166	$195				1	58	195	166	80	8				
DUPONT	25		1		1		2	52	194			0	100	10	14	44	14	$183	$194				1	52	194	183	100	10				
DUPONT	20	2	3		1		2	42	170			35	80	9	5	36	14	$144	$182				3	126	545	433	240	28				
EAGLE FOOD	33	1	2				3	83	259				149	10	0	71	14	$244	$259				2	166	518	487	297	20				
EICHLEY	25		1		1		2	55	235			0	100	10	14	47	14	$185	$235				1	55	235	185	100	10				
EMBREE	30		2		1		2	43	235			0	120	6	7	37	14	$184	$235				2	86	470	368	240	12				
EMBREE	40		2		1		2	54	275			0	160	8	7	46	14	$235	$275				2	108	550	471	320	16				
ENSR CNTR	20		2		1		2	51	215			0	80	4	7	44	14	$149	$215				2	102	430	298	160	8				
ERMENC	20		1		1		2	65	120			0	80	8	14	56	14	$172	$120				1	65	120	172	80	8				
FERGUSON	20		1				2	46	195				80	8	0	39	14	$142	$195				1	46	195	142	80	8				
FERGUSON	30		2				2	46	225				120	6	0	39	14	$180	$225				2	92	450	359	240	12				
FRED CROWL	20		1				2	45	190				80	8	0	38	14	$141	$190				1	45	190	141	80	8				
G T ROOFing	25		1		1		2	50	0			0	100	10	14	43	14	$181	$0				1	50	0	181	100	10				
GETCHON CO	20		4				2	50	195				80	2	0	43	14	$139	$195				4	200	780	556	320	8				
GONDEX	20		1		1		2	60	195			0	80	8	14	51	14	$168	$195				1	60	195	168	80	8				
GOUGH LESC	15		1				2	45	175				60	6	0	38	14	$119	$175				1	45	175	119	60	6				
GOUGH LESC	20		1				2	65	175				80	8	0	56	14	$158	$175				1	65	175	158	80	8				

LANDFILL CODES: 4.GD HARD 7.0
5.GD VD 8.5
6.GD DUST 10.0
2.GD LSE 4.0
3.GD COMP 4.5

COST PER MINUTE: $0.85
COST PER DEADHAUL: $14.25

******** AFTER HUNSTER INCREASE 9-15-88 *********

NAME	CONT SIZE	QTY	# PULL	R/T X	# DEL	CON	TON L/F	HAUL YDS	TIME	RATE LOAD	RATE FLAT	RATE DELV	COMP DEPR	COSTS DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN	MONTHLY PULLS	TIME	REV	COST	DISP	CONT	MARGIN	%	RAISE	REV CON MARGIN	NEW %
GRT LAKE W	30		1				2	80	205	75				120	12	0	68	14	$215	$280			1	80	280	215	120	12					
H & R	30	1	1				2	40	220					120	17	0	34	14	$185	$220			1	40	220	185	120	17					
HAM FENCE	25		1				4	55	300					175	10	0	47	14	$246	$300			1	55	300	246	175	10					
HAM HOUSE	20	1	2				2	60	165					80	7	0	51	14	$152	$165			2	120	330	305	160	14					
HAM VALVE	15		2		1		2	50	165			0		60	3	7	43	14	$127	$165			2	100	330	254	120	6					
HAM VALVE	40	1	3		1		2	59	230			35		160	8	5	50	14	$237	$242			3	177	725	712	480	24					
HARB WALK	30	1	2		1		2	42	225			0		120	9	7	36	14	$186	$225			2	84	450	371	240	17					
HLDAY STAR	40		1				3	105	275					180	16	0	90	14	$300	$275			1	105	275	300	180	16					
HOHMAN	25		1		1		2	48	175			0		100	10	14	41	14	$179	$175			1	48	175	179	100	10					
HOHMAN	30		1				2	70	175					120	12	0	60	14	$206	$175			1	70	175	206	120	12					
HOWARD IND	20	1	1				2	50	190					80	14	0	43	14	$151	$190			1	50	190	151	80	14					
IND RR	20	1	2				2	40	195					80	7	0	34	14	$135	$195			2	80	390	271	160	14					
ILLIAM WHS	40	3	2				2	70	230	10				160	36	0	60	14	$270	$235			2	140	470	540	320	72					
IND BELL	20		1				4	52	205					140	8	0	44	14	$207	$205			1	52	205	207	140	8					
IND BELL	20	2	4		1		2	52	145			0		80	7	4	44	14	$149	$145			4	208	580	597	320	28					
IND SLAG	20	1	1				2	55	190					80	14	0	47	14	$155	$190			1	55	190	155	80	14					
INLAND ENT	20	1	3			1	4	62	245					140	5	0	53	9	$207	$245			3	186	735	621	420	14					
JOHNSON	20		1				2	40	105					80	8	0	34	14	$136	$105			1	40	105	136	80	8					
JN HAWK	20	1	1		1		2	48	188			0		80	14	14	41	14	$163	$188			1	48	188	163	80	14					
KEIL CHEM	20	1	2				2	52	175					80	7	0	44	14	$146	$175			2	104	350	291	160	14					
KEIL CHEM	40	1	2				3	64	265	385			59	180	42	0	55	14	$290	$458			2	128	915	581	360	83					
KING	20		1		1		2	35	215			0		80	8	14	30	14	$146	$215			1	35	215	146	80	8					
KLOSS	20		1		1		2	61	195			0		80	8	14	52	14	$169	$195			1	61	195	169	80	8					
KOCSIS	20	1	7		1		2	52	180			35		80	2	2	44	14	$143	$185			7	364	1295	999	560	14					
KORELLIS	20	1	3				2	63	185					80	5	0	54	14	$153	$185			3	189	555	458	240	14					
KORELLIS	30	1	4		2	1	2	60	225			35		120	4	7	51	11	$193	$243			4	240	970	773	480	17					

LANDFILL CODES: 4.GD HAND 7.0
5.GD WD 8.5
6.GD DUST 10.0
2.GD LSE 4.0
3.GD COMP 4.5

COST PER MINUTE: $0.85

COST PER DEADHAUL: $14.25

******** AFTER MUNSTER INCREASE 9-15-88 ********

NAME	CONT SIZE	QTY	# PULL	R/T X	# DEL	# COM	TON L/F	HAUL YDS	HAUL TIME	RATE FLAT	RATE DELV	COMP DEPR	COSTS DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN	MONTHLY PULLS	TIME	REV	COST	DISP	CONT	MARGIN	%	RAISE REV CHG	MARGIN	NEW %
BUSH pd	30		1				2	55	0				120	12	0	47	14	$193	$0			1	55	0	193	120	12					
CANNON	20		1				2	40	175				80	8	0	34	14	$136	$175			1	40	175	136	80	8					
LASALLE ST	30	3	9		1	5	2	64	203			0	120	6	2	55	6	$188	$203			9	576	1823	1694	1080	51					
LASALLE ST	10		5			2	2	66	185				40	1	0	56	9	$106	$185			5	330	925	529	200	4					
LASALLE ST	40	1	6			3	2	58	230				160	4	0	50	7	$221	$230			6	348	1380	1324	960	24					
LASALLE ST	20	1	3			1	6	75	270				200	5	0	64	9	$278	$270			3	225	810	835	600	14					
LASALLE ST	20		1				2	70	150				80	8	0	40	14	$162	$150			1	70	150	162	80	8					
LASALLE ST	25	1	5			2	2	41	179				100	3	0	52	9	$164	$179			5	305	894	819	500	16					
LEV SAT LD	30		3				2	148	254				120	4	0	126	14	$265	$254			3	444	761	794	360	12					
LEVER BROS	33	4	26			19	3	85	215	300		209	149	11	0	73	4	$236	$226			26	2210	5884	6138	3861	289					
LEVER BROS	20	1	8			5	2	87	150				80	2	0	74	5	$161	$150			8	696	1200	1291	640	14					
LEVER BROS	30	3	47		12	35	2	72	191		50		120	1	4	61	4	$190	$203			47	3384	9554	8923	5640	51					
LEVER BROS	25	3	24			18	2	73	191				100	2	0	42	4	$168	$191			24	1752	4572	4030	2400	48					
LINDAVER	20		1		1		2	55	195		0		80	8	14	47	14	$163	$195			1	55	195	163	80	8					
LINK CARMI	20		3		4		2	36	195		0		80	3	19	31	14	$147	$195			3	108	585	440	240	8					
L&S TRUCK	20		1		1		2	62	195		0		80	8	14	53	14	$169	$195			1	62	195	169	80	8					
MANSARD	30	1	2				2	68	235				120	9	0	58	14	$201	$235			2	136	470	402	240	17					
MARV HOME	20		1		1		2	71	215		0		80	8	14	61	14	$177	$215			1	71	215	177	80	6					
MCAULIFFE	20		1				2	40	190				80	8	0	34	14	$136	$190			1	40	190	136	80	8					
MEADE IND	15	1	2				2	56	195				60	9	0	48	14	$122	$195			2	112	390	244	120	0					
MERC BANK	40		1				2	40	275				160	16	0	34	14	$224	$275			1	40	275	224	160	16					
MERC BANK	20		1		1		2	50	195				80	8	14	43	14	$159	$195			1	50	195	159	80	8					
MIDCO CNST	20		1		1		2	55	195		0		80	8	14	47	14	$163	$195			1	55	195	163	80	8					
MIGHAN IND	20		1				2	50	195				80	8	0	43	14	$145	$195			1	50	195	145	80	8					
MITCHEL	20		1		1		2	45	195		0		80	8	14	38	14	$155	$195			1	45	195	155	80	8					
MUNSTER MED	30	1	7				3	60	242	165			135	2	0	51	14	$203	$266			7	420	1859	1420	945	17					
NW CONST	20	1	1				2	56	195				80	14	0	48	14	$156	$195			1	56	195	156	80	14					
N LAK AUTO	25	1	5				2	69	185				100	3	0	59	14	$176	$185			5	345	925	882	500	16					
NICHOLS pd	20		1				2	60	0				80	8	0	51	14	$153	$0			1	60	0	153	80	8					

LANDFILL CODES: 4.GD HARD 7.0
5.GD YD 8.5
6.GD DUST 10.0
2.GD LSE 4.0
3.GD COMP 4.5

COST PER MINUTE: $0.85
COST PER DEADHAUL: $14.25

******** AFTER HUMSTER INCREASE 9-15-88 ********

NAME	CONT SIZE	QTY	# PULL	R/T X	# DEL	# CON	TON L/F	HAUL YDS	TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	<---------COSTS---------> DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN	MONTHLY PULLS	TIME	REV	COST	DISP	CONT	MARGIN	%	RAISE REV CHN MARGIN	NEW %
NICHOLSON	30		3				2	70	225					120	4	0	60	14	$198	$225			3	210	675	594	360	12				
NIPSCO	20	3	8			2	2	56	125					80	5	0	48	11	$144	$125			8	448	1000	1150	640	42				
NIPSCO	25	4	5			1	2	55	163					100	13	0	47	11	$171	$163			5	275	813	856	500	64				
NORDORE	30		1	1			2	50	235			0		120	12	14	43	14	$203	$235			1	50	235	203	120	12				
NOROLF	20		1	1			2	45	235			0		80	8	14	38	14	$155	$235			1	45	235	155	80	8				
NTL BRIQ	20	1	2				2	46	190					80	7	0	39	14	$141	$190			2	92	380	281	160	14				
OVERHEAD	30		1				2	70	215					120	12	0	60	14	$206	$215			1	70	215	206	120	12				
O'CONNELL	20		1	1			2	35	160			0		80	8	14	30	14	$146	$160			1	35	160	146	80	8				
PATTEN	20	1	2	1			2	39	195	75		0		80	7	7	33	14	$142	$233			2	78	465	283	160	14				
PINGEL	30		1	1			2	40	235			0		120	12	14	34	14	$195	$235			1	40	235	195	120	12				
PIONEER RF	20		2	1			2	45	195			0		80	4	7	38	14	$144	$195			2	90	390	288	160	8				
POE	20		2	1			2	45	195			0		80	4	7	38	14	$144	$195			2	90	390	288	160	8				
POZZO	20	1	3				2	61	165					80	5	0	52	14	$151	$165			3	183	495	453	240	14				
PPG IND	30	1	2				2	54	215					120	9	0	46	14	$189	$215			2	108	430	378	240	17				
REID	20		1				2	70	195					80	8	0	60	14	$162	$195			1	70	195	162	80	8				
ROLL DOME	20		1				2	35	175					80	8	0	30	14	$132	$175			1	35	175	132	80	8				
RUBICON	15		1				2	50	175					60	6	0	43	14	$123	$175			1	50	175	123	60	6				
SEARS	30		1				3	75	255					135	12	0	64	14	$225	$255			1	75	255	225	135	12				
SIBLEY CRT	30		1	1			2	60	225			0		120	12	14	51	14	$212	$225			1	60	225	212	120	12				
SPECIALTY	20	1	1				2	75	195					80	14	0	64	14	$172	$195			1	75	195	172	80	14				
ST MARGRET	33	1	9			2	3	70	270					149	2	0	60	11	$222	$270			9	630	2430	1994	1337	20				
ST MARGRET	25	1	2				2	85	190					100	8	0	73	14	$195	$190			2	170	380	390	200	16				

LANDFILL CODES: 4.GD HARD 7.0
5.GD VD 8.5
6.GD DUST 10.0
2.GD LSE 4.0
3.GD COMP 4.5

COST PER MINUTE: $0.85

COST PER DEADHAUL: $14.25

******** AFTER HUMSTER INCREASE 9-15-88 ********

NAME	CONT SIZE	# QTY	# PULL	R/T X	# DEL	# CON	TON L/F	HAUL YDS	HAUL TIME	RATE LOAD	RATE FLAT	RATE DELV	COMP DEPR	COSTS DISP	COSTS CONT	COSTS DELVR	COSTS P/U	COSTS D/H	COST	PULL REVENUE	OPER %	30% MARGIN	MONTHLY PULLS	MONTHLY TIME	MONTHLY REV	MONTHLY COST	MONTHLY DISP	MONTHLY CONT	MARGIN	%	RAISE REV CON MARGIN	NEW %
STAUFFER	25		1				2	45		205				100	10	0	38	14	$163	$205			1	45	205	163	100	10				
STAUFFER	30		1				2	45		205				120	12	0	38	14	$185	$205			1	45	205	185	120	12				
STAUFFER	20	1	4		1		2	49		165		35		80	4	4	42	14	$143	$174			4	196	695	573	320	14				
STEWART pd	30		1				2	48		0				120	12	0	41	14	$187	$0			1	48	0	187	120	12				
STWD EQUIP	20	1	1				2	43		175				80	14	0	37	14	$145	$175			1	43	175	145	80	14				
TK BLDRS	30		1				2	66		235				120	12	0	56	14	$203	$235			1	66	235	203	120	12				
TOWN HIGH	42	1	5				3	72		210				189	5	0	61	14	$270	$210			5	360	1050	1350	945	26				
TOWN HIGH	30		1				2	55		158				120	12	0	47	14	$193	$158			1	55	158	193	120	12				
TOWN HIGH	33		7			1	3	65		210				149	2	0	56	12	$218	$210			7	455	1470	1527	1040	13				
TRANS TECH	20	1	1				2	67		195				80	14	0	57	14	$165	$195			1	67	195	165	80	14				
TRI PLAZA	30		2			1	2	50		185				120	6	0	43	7	$176	$185			2	100	370	352	240	12				
TRI PLAZA	25	1	4			1	2	56		175				100	4	0	48	11	$163	$175			4	224	700	450	400	16				
U T C	40	3	10			7	2	56		215				160	7	0	48	4	$219	$215			10	560	2150	2193	1600	72				
U T C	25	2	7			7	2	61		150				100	5	0	52	0	$157	$150			7	427	1050	1097	700	32				
U T C	30	3	14			9	2	58		170				120	4	0	50	5	$178	$170			14	812	2380	2496	1680	51				
U T C	15	1	2				2	55		130				60	0	0	47	14	$121	$130			2	110	260	242	120	0				
UNION CARB	20	1	1				2	74		160				80	14	0	63	14	$171	$160			1	74	160	171	80	14				
USG	20	1	2			1	2	46		140				80	7	0	39	7	$133	$140			2	92	281	267	160	14				
USG	30		1				5	53		315				255	12	0	45	14	$327	$315			1	53	315	327	255	12				
USG	30	7	138		2	116	2	52		180		30		120	1	0	44	2	$168	$181			138	7176	24962	23150	16560	119				
USG	20		1			1	4	53		200				140	8	0	45	0	$193	$200			1	53	200	193	140	8				
USG	15		14			12	2	51		120				60	0	0	44	2	$106	$120			14	714	1686	1484	840	6				
USG DUST	20		5			4	6	53		260				200	2	0	45	3	$250	$260			5	265	1302	1249	1000	8				
[illegible]	[illegible]		1			[illegible]	[illegible]	55		195		0		80	8	14	47	14	$163	$195			1	55	195	163	80	8				

DIVISION: CALUMET WASTE

1988 ROLLOFF REVIEW MONTH OF:JUNE

LANDFILL CODES: 4.GD WARD 7.0
5.GD VD 8.5
6.GD DUST 10.0
2.GD LSE 4.0
3.GD COMP 4.5

COST PER MINUTE: $0.85

COST PER DEADHAUL: $14.25

******** AFTER MUNSTER INCREASE 9-15-88 *********

NAME	CONT SIZE	QTY	# PULL	R/T X	# DEL	% CON	L/F	TON YDS	HAUL TIME	<--- RATE ---> LOAD	FLAT	DELV	COMP DEPR	DISP	CONT	DELVR	P/U	D/H	COST	PULL REVENUE	OPER %	30% MARGIN	MONTHLY PULLS	TIME	REV	COST	DISP	CONT	MARGIN	%	RAISE REV CAN MARGIN	NEW %
YIDINOS	20		1		1		2	55	215		0		80	8	14	47	14		$163	$215			1	55	215	163	80	8				
VIKING ENG	20	1	4		1		2	42	185		0		80	4	4	36	14		$137	$185			4	168	740	549	320	14				
WILSON BLD	20		1		1		2	65	188		0		80	8	14	56	14		$172	$188			1	65	188	172	80	8				
WRIGHT pd	20		1				2	60	0		0		80	8	0	51	14		$153	$0			1	60	0	153	80	8				
WYNKOOP	20		1		1		2	50	170		0		80	8	14	43	14		$159	$170			1	50	170	159	80	8				
TOTALS			966		207	381																	966	57747	$187,563	$171,075	$106,163	$4,305				