LD-WSF 12.3.102
12/28/06

12/28/2006

Beginning Statement: My name is Herman Trotsky and I'm 66 years old and have been retired for over 11 years from the drum recycling business but still own the property. I managed the business from about June 1968 through January 26, 1996, during which time we were hooked up to Metro and the effluents, including storm water, were sent to and checked by Metro. None were sent to or contaminated the Duwamish. . Yet everything I and my wife have worked hard for over the last 40 years is in jeopardy because of the new laws, and the old policies of all the companies on and around the Duwamish during the 1930's and 1940's when most of this contamination occurred.

1a. My name is Herman Trotsky, owner, with my wife Jacqualine, of the land at 7152 1st Ave. South, in Seattle Washington.

1b. I have been fully retired for about 11 years and have no title, business address, or business telephone number. I can be reached at my home at , telephone number . My fax machine number is but the machine is sometimes unreliable.

1c. Me, see above.

1d. I have had ownership in the land since about 1985.

1e. I worked at the site as manager and later owner from I believe June 1968 through January 26, 1996 when I sold the business.

1f. We recycled steel drums through a process called reconditioning.

1g. I will attempt to answer this question to the best of my ability but please remember three facts; 1) this was 11 years ago, 2) I have no personal papers concerning the site, 3) I have a heart condition which restricts the flow of blood to my heart, this combined with the 10 plus pills I take a day causes my memory to not be as sharp as I would like it. For a much more complete answer to this question please see Rick Cabuco's of ICS (Industrial Container Services) answers to this question concerning this property. He is the current on site Manager for ICS and can be reached at 206-763-2345. He is also answering these same questions for you.

We produced new and reconditioned steel drums. We used caustic, paint, oil, grease and thinner and ended up with burnt ash, paper, and garbage.

1h. I have not filed for bankruptcy.

2a. I do not have any papers concerning the environmental conditions on the property, deeds, blueprints, or "as-builts" in my possession. I do remember some photos of when the Army ran the drum company during WWII but I cannot find them. Perhaps they are

still at the plant. I do have a copy of the lease with ICS which I will include with this reply letter.

2b. I believe that all the buildings had been constructed when I purchased the property so I do not know about any fill material used. I do remember that we purchased some large rock gravel to put on the road years ago. The condition of the property when I purchased it was good enough so the EPA or maybe it was the DOE sent us a letter which I believe said that no further work was required at that time on the land except that they wanted us to cover the land with cement to prevent possible future spills. At one time there was a dock but it was old and dangerous and fell apart years ago.

2c.We recycled, and put back into production, approximately 30,000,000 lbs of steel through our reconditioning process per year and also produced new steel drums. I was told that by weight we were the largest recycler in the state of Washington. Please see flow chart. Drums were not picked up unless they were legally empty. They were then processed in one of two ways depending on their classification ie; Openhead or Tighthead.

The Openhead drum has a removable head or top and is used most of the time in the food industry for editable fruit, grease, vegetables, and oils. Though they can also be used for chemicals. Theses drums are not picked up and brought in for reconditioning unless they are legally empty. The drums are burnt and shot blasted through an approved, by Washington State Air Pollution Control, burner, afterburner system, and shot blaster machine. They are then reformed to original contours. The same is done to the lid and ring. It is then tested for leaks. The drum is then painted on the exterior and sometimes coated on the interior. It is then delivered to the customer.

The Tighthead drum does not have a removable top but must be cleaned through the 2 inch and ¾ inch bung holes usually located on the top of the drum. Theses drums are not picked up and brought in for reconditioning unless they are legally empty. The drums are pressure flushed and soaked with a caustic solution on the inside and outside to clean them. They are then rinsed, dried and inspected to see if they are clean. They are then tested for leaks, blasted, dedented to original contours, painted and shipped to the customer. See copy of flow chart.

2d. I have no documents on any of these matters.

2e. I have no information on these matters.

2f. I remember that we used some types of oil and grease to lubricate the machinery and trucks. We also used caustic, paint, and thinner. I'm also sure we used other chemicals though I'm not sure of the types. We did receive specification sheets on these products which would be available to you from Rick Cabuco at ICS.

2g. I have no plans or maps or any data about storm drain systems. We did have a detention/treatment facility, approved by and hooked up to Metro, when I started

managing the company in the summer of 1968. Storm water had to go through this system and then out to Metro. I believe the system was put in about 1967 and tested by Metro monthly. I also remember we won several awards from Metro for our system and its upkeep.

Over the year's multi millions of gallons of water and liquids, with possible unknown contamination, also flowed across this river bed in the Duwamish from three external sources. One was the city or county outflow located about 50 feet North of the office building, one was a drainage pipe that crossed our property underground and flowed directly into the Duwamish and for over 50 years was an open drainage ditch for the businesses to the south, and one was the main water flow of the Duwamish with it's contamination from other sources.

Other data may be available from Rick Cabuco at ICS.

3a. I was the manager, and later owner, of Northwest Cooperage from the middle of 1968 to January 26, 1996. Lorraine Trotsky is my aunt who is about 90 years old, and from whom I purchased her share of the property in about 1985. The Van Eaton's used to own the property but I never met them. I do not remember any Knik Construction or George Mitzel & Company. I think I have heard of a Pacific Drum out of California, Oregon, or Canada, but I can't remember in what context or whether we did business with them.

3b.They all leased this property from me since January 26, 1996 through the present under the same lease. See copy of lease.

3c.All the tenants I leased to were in the drum reconditioning and new drum production business. They were all covered by the exact same lease and I dealt with the exact same people at the exact same address which was; PO Box 2067, Montebello, CA 90640-1467.

3d. I do not have the information you require. The person who may have the information you seek is Rick Cabuco the Manager of ICS who is also answering this form and this question. He is at 7152 1st Ave. South, Seattle, WA 98108. His telephone number is 206-763-2345.

4a. Please find included my tax returns for 2001, 2002, 2003, 2004, and 2005.

4b. I own 1/2 interest in some property east of the mountains about 15 miles west of Wilbur, Washington. Value is 100,000 to 150,000. I have not been strong enough to go over to the property for approximately 2 years.

4c. No, I was never owned, controlled, or a subsidiary of anyone else.

5a & b. As you requested I am sending you all the information I have concerning my old insurance policies. I am not an expert in insurance matters and can not answer some of your questions so I am giving you all the information I have. I will continue to look for other information and will forward it to you if and when I find anything.

5c. The main insurance broker I worked with was Wolfstone Insurance Co. which later became Talbot Insurance. I mainly worked with the owner and a lady named Kareena. The current telephone number is 425-489-2140. I will continue to look for other policies and will forward them to you if and when I find them.

5d. I have some paperwork on past insurance claims concerning the site which is included.

5e. I know we settled with the City of Seattle over the Midway Site with some help from the insurance company's but I have no exact recollections of the facts or amounts. The City should have copies of the paper's you seek. I am still trying to find more paperwork and am forwarding what I have and will forward when or if I find any more

5f. The insurance paper's I have are being sent. I have asked my former law firm to search its files for responsive information. What I am providing to you is what I believe is responsive to your request as selected from those materials.

5g. When I sold and left Northwest Cooperage about 11 years ago I took no information with me and therefore have no document retention policy.

6. I reviewed sources I had in my possession plus some paper's sent to me from 6b below.

6a. Rick Cabuco, General Manager of Industrial Container Service's plant. 206-763-2345.

6b. My house at 2818 140th Ave. N.E., Bellevue, WA 98005.

Industrial Container Services
7152 1st Ave. South
Seattle, WA 98108

Summit Law Group
315 Fifth Ave. South
Seattle, WA 98104

DECLARATION

I declare under penalty of perjury that I am authorized to respond on behalf of Respondent and that the foregoing is complete, true, and correct.

Executed on 12/25/06, 2006.

Signature 1

HERMAN TROTSKY

Type or Print Name

Title

Signature 2

Type or Print Name

Title

Mailing Address:

Mr. Herman Trotsky and Mrs. Jacqualine Trotsky
2818 140th Avenue NE
Bellevue, Washington 98005

DRUM FLOWS CHARTS

TIGHTHEAD DRUMS	OPENHEAD LIDS & RINGS	OPENHEAD DRUMS
Raw drums	Raw Lid & Ring	Raw drums
Interior hot water flush	Burner	Burner
Interior and Exterior Caustic soak	Shot Blaster	Shot Blaster
Exterior Rinse	Reformed/Rerolled	Reformed
Interior Rinse	Painted	Leak Tested
Inspection and Grading	Lid & Ring Moved to Openhead line	Painted and/or Lined
Leak Testing		Lid and Ring Installed
Exterior Shot Blasted		Finished Drum Shipped to Customer
Air Dedenting		
Painting		
Drying		
Finished Drum Shipped to Customer		

LEASE AGREEMENT

between

HERMAN TROTSKY and JACQUALINE TROTSKY,
as Landlord,

and

CDRCo, NW, LLC,
as Tenant

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease") is dated March 15, 1996, between HERMAN TROTSKY and JACQUALINE TROTSKY, husband and wife, as Landlord, and CDRCo, NW, LLC, a California limited liability company, as Tenant.

ARTICLE 1. DEMISE

Contingent upon and on closing of a purchase and sale agreement dated January 26, 1996, with respect to certain assets of Northwest Cooperage Company, Inc., a Washington corporation, as Seller, and Consolidated Drum Reconditioning Co., Inc., or its nominee, as Purchaser (the "Asset Sale"), Landlord hereby leases, demises and lets that certain real property and the improvements located thereon as legally described on Exhibit A hereto (the "Premises") to Tenant, and Tenant hereby leases, hires and takes from Landlord the Premises, subject to the remaining terms and conditions set forth herein and to all applicable zoning, municipal, county and state laws, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the leased Premises.

ARTICLE 2. TERM

2.1 Primary Term. The primary term of the Lease shall commence on the date the Purchaser is entitled to possession of the assets under the Asset Sale (the "Rent Commencement Date") and terminate at midnight on the last day of the full month following ten (10) years after the Rent Commencement Date.

2.2 Renewal Terms. Provided that Tenant is not in default hereunder, either at the time of exercising an option to renew or upon the commencement of any renewal term, Landlord hereby grants to Tenant the option to renew this Lease for two (2) additional terms of five (5) years each ("Renewal Terms") on the same terms and conditions as are provided for in this Lease, except for term, which shall be extended as set forth herein, and minimum monthly rent, which shall be determined as set forth below.

Tenant shall exercise an option to renew by delivering to Landlord written notice of its election to renew no later than one-hundred eighty (180) days prior to the expiration date of the primary term (or prior Renewal Term, as the case may be). Time is of the essence in the exercise of an option to renew, and Tenant's failure for any reason to exercise a renewal option within the time provided for herein shall constitute a waiver of Tenant's right to exercise such option; provided, however, that Tenant's option shall not finally terminate until ten (10) days have elapsed after written notice from Landlord during which time Tenant has not exercised its option.

Minimum monthly rent during the Renewal Term shall be the greater of (a) the amount determined using the Consumer Price

Index adjustment set forth in paragraph 3.2 below, or (b) one-twelfth (1/12) of ten percent (10%) of the then fair market value of the Premises without reduction for hazardous materials contamination (the "Fair Market Value"), as such Fair Market Value may be mutually agreed upon between the parties.

In the event that the parties are unable to agree upon the Fair Market Value of the Premises within thirty (30) days after Tenant's notice of exercise of its right to extend the Lease term, then the same shall be determined by arbitration, as follows:

Arbitration shall be before one (1) disinterested arbitrator if one can be agreed upon between the parties within fifteen (15) days after the expiration of the thirty-day period set forth above. If the parties are unable to agree upon a disinterested arbitrator within such fifteen (15) days, then the arbitrator shall be appointed by the then presiding judge of the King County Superior Court upon the motion of either party. For purposes hereof, a "disinterested arbitrator" shall be a commercial realtor doing business in King County and having at least ten (10) years' experience in matters involving the leasing and sale of commercial and industrial real estate in King County. The arbitrator shall conduct the proceedings in accordance with the laws of the State of Washington and the Uniform Arbitration Act. All arbitration proceedings hereunder shall be conducted in King County, Washington. The decision of the arbitrator shall be rendered within thirty (30) days after his or her appointment, and such decision shall be in writing and in duplicate, one counterpart thereof to be delivered to each of the parties hereto. The decision of the arbitrator shall be binding, final, and conclusive on the parties. Fees of the arbitrator and expenses incident to arbitration shall be borne equally between the parties. Fees of the respective counsel of the parties, if any, and expert witness fees or fees of other witnesses engaged by the parties shall be borne by the respective party engaging counsel or calling such witness.

In the event the arbitrator's decision shall not have been rendered prior to the commencement date of the Renewal Term, Tenant shall continue to pay timely the minimum rent last in effect under the Lease until the arbitrator's decision shall have been rendered, and within fifteen (15) days following the arbitrator's decision, Tenant shall pay to Landlord the accrued difference, if any, between the minimum rent amounts so paid by Tenant during the Renewal Term and the minimum rent amount applicable to the Renewal Term, as determined herein. In no event, however, shall rent during any Renewal Term be less than the minimum monthly rent last in effect during the primary term of the Lease, or prior Renewal Term, as the case may be.

The Renewal Terms set forth herein shall not be severable or separately assignable from this Lease. Each Renewal Term shall commence upon the expiration of the primary term (or prior Renewal Term, as the case may be).

ARTICLE 3. MINIMUM RENT

3.1 Minimum Monthly Rent. Tenant covenants and agrees to pay without offset or deduction of any kind minimum monthly rent in the initial sum of Eleven Thousand Six Hundred Sixty-Seven Dollars ($11,667.00) in advance at Landlord's address on the first day of each calendar month during the calendar year 1996. Tenant's obligation to pay such rent shall commence on the Rent Commencement Date; provided, however, that if the

Rent Commencement Date is not the first day of a calendar month, the first month's rent shall be prorated on the basis of a thirty (30) day month and shall be payable with the first full monthly rental due hereunder. Landlord's address shall be as set forth in Article 25 or as from time to time designated by Landlord to Tenant in writing.

3.2 Cost of Living. Commencing on January 1 of the calendar year following the Rent Commencement Date, and on the first day of January of each calendar year thereafter, the minimum monthly rent specified in Subsection 3.1 shall be adjusted to reflect any changes in the cost of living as follows:

(a) As used herein, the term "Price Index" means the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items" (or, if that Index is no longer published or is revised, a successor or substitute index appropriately adjusted), published by the Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average.

(b) As used herein, the term "Base Index" means the Price Index for the month immediately preceding the fifteen (15) month period prior to the calendar year for which rent is being determined (or, if there be no index for said month, then for the month having the next preceding published Price Index).

(c) In the event that the Price Index for the twelfth month succeeding the Base Index month referred to in 3.2(b) above (or, if there be none, then for the month having the next succeeding published Price Index) shall be different than the Base Index, then the monthly installments of rent payable during the calendar year for which rent is being adjusted shall each be altered to an amount which is equal to the product reached by multiplying (i) the amount of the monthly installment of rent payable as of the adjustment date by (ii) a fraction, the numerator of which is the Price Index for the month referred to above in this Subsection 3.2(c) and the denominator of which is the Base Index. In no event, however, shall the minimum monthly rent for any period be less than Eleven Thousand Six Hundred Sixty-Seven Dollars ($11,667.00).

ARTICLE 4. USE OF PREMISES

4.1 Type of Business. The Premises shall be used and occupied only for the conduct of a cooperage and drum and barrel business, including but not limited to the manufacturing, repairing, reconditioning, cleaning, storing, wholesaling and retailing of drums and barrels and other types of containers, and for no other purposes without Landlord's prior written consent.

4.2 Prohibited Actions. Tenant shall not do or permit to be done in or about the Premises anything which is illegal or unlawful; or which is of a hazardous or dangerous nature. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises, or commit any waste therein or thereon. Tenant shall not allow refuse, garbage or trash to accumulate outside of the Premises. Tenant shall neither use nor permit the use of the Premises or any part thereof as living or sleeping quarters.

4.3 Insurance Rate Increase. Tenant shall not do or permit to be done in or about the Premises anything which will

increase the rate of or cause cancellation of, any insurance on the building of which the Premises are a part without Landlord's prior written consent. Tenant shall pay any increased costs occasioned by such action.

4.4 Compliance With Laws. Tenant agrees that, at its own cost and expense, it will comply with and conform to all laws and ordinances and any and all lawful requirements and orders of any properly constituted governmental board of authority, in any way relating to the use or occupancy of the Premises throughout the entire term of this Lease; provided, however, that nothing herein shall be construed to diminish Landlord's obligations to Tenant under the Agreement of Purchase and Sale of Assets.

4.5 Hazardous Substances.

(a) Tenant shall not cause or permit any hazardous substance to be used, stored, generated or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees without first obtaining Landlord's written consent, except to the extent the same are used in the ordinary course of Tenant's permitted business and in accordance with all laws and regulations governing said use. If hazardous substances are used, stored, generated or disposed of on or in the Premises except as permitted above, or if the Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the lease term and arising as a result of that contamination by Tenant. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes or permits the presence of any hazardous substance on the Premises and that results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such hazardous substance on the Premises. Tenant shall first obtain Landlord's approval for any such remedial action.

(b) As used herein, "hazardous substance" means any substance that is toxic, ignitable, reactive or corrosive and that is regulated by any local government, the State of Washington, or the United States Government. "Hazardous substance" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs") and petroleum.

ARTICLE 5. UTILITIES

5.1 Tenant Responsibility. Tenant, at its own cost and expense, shall pay for all water, gas, heat, electricity, garbage disposal, sewer charges, telephone and any other utility or service charge related to its occupancy of the Premises.

5.2 Damages Upon Interruption. Landlord shall not be liable in damages, consequential or otherwise, nor shall there be any rent abatement, arising out of any interruption or reduction whatsoever in utility services which is due to fire, accident, strike, governmental authority, acts of God, or other causes beyond the reasonable control of Landlord.

ARTICLE 6. TAXES

6.1 Real Property Taxes. Tenant shall pay, prior to delinquency and directly to the taxing authority, all "Taxes" (as hereinafter defined) which may be levied, assessed or imposed against or become a lien upon the Premises. The term "Taxes" shall mean and include real estate taxes, assessments (special or otherwise) including impositions for the purpose of funding special assessment districts, water and sewer rents, rates and charges (including water and sewer charges which are measured by the consumption of the actual user of the item or service for which the charge is made), levies, fees (including license fees) and all other taxes, governmental levies and charges of every kind and nature whatsoever (and whether or not the same presently exist or shall be enacted in the future), which may during the term be levied, assessed, imposed, become a lien upon or due and payable with respect to, out of or for the Premises, or imposed or based upon or measured by the rents receivable by Landlord for the Premises, excluding net income or excess profits taxes. Tenant shall also pay all taxes and assessments levied, assessed or imposed on any leasehold improvements made by Tenant.

Tenant shall promptly provide Landlord with a copy of a cancelled check, receipt, or other reasonable evidence of payment of all Taxes as defined herein.

6.2 Proration For Partial Years. If this Lease shall terminate on any date other than the last day of a tax fiscal year, the amount payable by Tenant during the tax fiscal year in which such termination occurs shall be prorated on the basis which the number of days from the commencement of said tax fiscal year to and including said termination date bears to 365. A similar proration shall be made for the tax fiscal year in which the term commences. The obligation of Tenant under this Article shall survive the termination of this Lease.

6.3 Personal Property and Business Taxes. Tenant shall also pay, before delinquency, any and all taxes and assessments, sales, use, business, occupation or other taxes, and license fees or other charges whatever levied, assessed or imposed upon its business operations conducted in the Premises. Tenant shall also pay, before delinquency, any and all taxes and assessments levied, assessed or imposed upon its equipment, furniture, furnishings, trade fixtures, merchandise and other personal property in, on or upon the Premises.

6.4 Tenant Rental Taxes. Tenant shall pay (or reimburse Landlord therefor forthwith on demand) any excise tax, gross receipts tax, or any other tax however designated, and whether charged to Landlord, or to Tenant, or to either or both of them, which is imposed on or measured by or based on the rentals to be paid under this or any estate or interest of Tenant, or any occupancy, use or possession of the Premises by Tenant.

6.5 Landlord Taxes. Nothing hereinabove contained in this Article shall be construed as requiring Tenant to pay any

inheritance, estate, succession, transfer, gift, franchise, income or profits tax or taxes imposed upon Landlord.

ARTICLE 7. ACCEPTANCE OF PREMISES

The Premises are leased to Tenant "as is," without representation and warranty by the Landlord, except as to the lack of known material defects.

ARTICLE 8. REPAIRS, MAINTENANCE AND ALTERATIONS

8.1 Tenant's Duties. Tenant shall, at its own expense throughout the term of this Lease, keep and maintain the Premises and every part thereof, including but not limited to the roofs, roof skins, foundations, walls, and all structural components of all improvements located on the Premises, all electrical and plumbing fixtures and conduits, elevators, heating apparatus, partitions, doors, door frames, door checks, other entrances, windows and window frames; the parking and driveway areas, including reasonable periodic resealing, resurfacing and restriping of the same; and all landscaping, signage and sidewalks, in good order, condition and repair, and shall do such reasonable periodic painting of the interior and exterior thereof as conditions may warrant, but not less than every three (3) to five (5) years. Tenant shall keep its sewers and drains and the pipes leading therefrom not maintained by any governmental entity open and clear and shall keep the sidewalks and outside areas adjacent to the building on the Premises clean and free of debris. Tenant shall reimburse Landlord on demand for the cost of any damage to the Premises caused by Tenant or its employees, agents or invitees. If Tenant shall fail to comply with the foregoing requirements, Landlord may (but shall not be obligated to) effect such maintenance and repair; and the cost thereof together with interest thereon at the prime rate as determined by Seafirst National Bank or its successor, plus three percent (3%) per annum, shall be due and payable as additional rent to Landlord, together with Tenant's next rental installment.

8.2 Alterations. Tenant shall not make any structural alterations, changes or improvements in or to the Premises or any part thereof without first obtaining Landlord's written consent; and all of the same shall be at Tenant's sole cost. Landlord may impose as a condition of its consent such requirements as Landlord, in its reasonable discretion, may deem desirable, including but not limited to, the requirement that Tenant utilize for such purposes only contractors, materials, mechanics and materialmen approved by Landlord. All alterations, additions, changes and improvements made by Tenant shall become the property of Landlord and a part of the realty and shall be surrendered to Landlord upon the expiration or sooner termination of the term hereof. Further, Landlord may designate by written notice to Tenant those structural alterations, additions and improvements which shall be removed by Tenant at the expiration or termination of the Lease; and Tenant shall promptly remove the same and repair all damage caused by such removal at its cost and with all due diligence.

ARTICLE 9. TRADE FIXTURES AND SURRENDER

9.1 Surrender. Upon the expiration or sooner termination of the term hereof, Tenant shall surrender the Premises, including without limitation, all apparatus and fixtures then upon the Premises, in good commercially reasonable condition, ordinary wear and tear from reasonable and normal use alone excepted, broom clean and free of trash and rubbish and,

subject to Landlord's election set forth in Subsection 8.2, with all alterations, changes, additions and improvements which may have been made or installed from time to time either by Landlord or Tenant in, on or about the Premises. All of the same shall be the property of Landlord and shall be surrendered by Tenant without any injury, damage or disturbance thereto; and Tenant shall not be entitled to any payment therefor. Said property of Landlord shall include, without limitation, all lighting fixtures, fluorescent tubes and bulbs, and all partitions whether removable or otherwise.

9.2 Trade Fixtures, Furniture and Other Personal Property. Movable trade fixtures, production line and other equipment, furniture and other personal property installed in the Premises by Tenant at its cost shall be Tenant's property unless otherwise provided in this Lease and if not in default hereunder. Tenant shall remove all of the same prior to the termination of this Lease and at its own cost repair any damage to the Premises and the building caused by such removal. If Tenant fails to remove any of such property, Landlord may at its option remove such property which it reasonably believes has material value to Tenant and place the same in public storage at Tenant's expense. With regard to Tenant's property which Landlord reasonably believes has little or no value to Tenant, Landlord may remove the same and dispose of it in any manner. Tenant shall, upon demand, pay Landlord the actual expense of such removal and disposition plus the cost of repair of any and all damage to said Premises and building resulting from or caused by such removal.

9.3 Merger and Subleases. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Landlord, terminate all or any existing subleases and subtenancies, or may, at Landlord's option, operate as an assignment to it of any or all such subleases or subtenancies.

9.4 Early Re-Entry. If, at any time during the last thirty (30) days of the term hereof, Tenant has removed all or substantially all of its aforesaid property from the Premises, Landlord shall thereafter have the right to enter said Premises for the purpose of altering, renovating and/or redecorating the same. Any such entry or work by Landlord shall not entitle Tenant to any abatement of rent or any other sum payable hereunder nor shall such entry or work be deemed an eviction or disturbance of Tenant's use and occupancy.

ARTICLE 10. DAMAGE OR DESTRUCTION

10.1 Insured Damage. Except as otherwise provided in Subsection 10.2, if the Premises are damaged or destroyed by any casualty covered by Landlord's fire insurance policy, Landlord shall repair such damage as soon as reasonably possible, to the extent of the available proceeds, and the Lease shall continue in full force and effect.

10.2 Substantial Damage - Insufficient Proceeds. If the Premises are damaged or destroyed by any casualty covered by Landlord's fire insurance policy to such an extent as to render the same untenantable in whole or substantial part, or to the extent of twenty-five (25%) or more of the replacement value of the Premises during the last twenty-four (24) months of the Lease term, then Landlord may, at Landlord's option, either (1) repair such damage as soon as reasonably possible, in which event this Lease shall continue in full force and effect, or (ii) cancel and terminate this Lease as of the date of the occurrence of such damage by giving Tenant written

notice of Landlord's election to do so within ninety (90) days after the date of the occurrence of the damage; provided, however, that by exercising any then available option to renew within thirty (30) days of Landlord's notice (provided further that Tenant's notice is given no later than 180 days prior to the expiration date of this Lease, or any extension thereof), Tenant may void any notice given by Landlord to terminate during the last twenty-four (24) months of the Lease term, in which event Landlord shall repair the damage as soon as reasonably possible, as set forth above.

10.3 Abatement of Rent. In the event of damage or destruction not caused by Tenant's fault or neglect, then and only then shall the minimum rent payable hereunder be proportionately reduced during the period of damage and any repair or restoration pursuant to this Article 10, said reduction to be based upon the extent to which the damage or the making of such repairs or restoration shall interfere with Tenant's business conducted in the Premises. In the event of damage or destruction caused by Tenant's failure or neglect, minimum rent shall continue unabated.

10.4 Damage to Tenant's Personal Property. Landlord shall in no event be required or obligated to repair, restore or replace any of Tenant's leasehold improvements, trade fixtures or any other property whatever installed in the Premises by Tenant.

ARTICLE 11. EMINENT DOMAIN

11.1 Taking of and Payment for All. If all or substantially all of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain (or similar law authorizing the involuntary taking of private property, which shall include a sale in lieu thereof to a public body), either party hereto shall have the right, at its option, to terminate this Lease effective as of the date possession is taken by said authority; and Landlord shall be entitled to any and all income, rent, award and any interest thereon whatsoever which may be paid or made in connection with such public or quasi-public use or purpose. Tenant hereby assigns to Landlord its entire interest in any and all such awards, and shall have no claim against Landlord for the value of any unexpired term of this Lease. "Substantially all" shall be defined as the taking of sufficient property to materially impair the ability of Tenant to continue its business as then conducted.

11.2 Taking of Portion of Premises. If only a portion of the Premises is taken, then this Lease shall continue in full force and effect and the proceeds of the award shall be used by Landlord to restore the remainder of the improvements on the Premises so far as practicable to a complete unit of like quality and condition to that which existed immediately prior to the taking, and the Minimum Rent shall be equitably reduced in proportion to the area of the Premises taken. The cost of Landlord's restoration work shall not exceed the amount of the award received by Landlord.

11.3 Tenant's Damages. Nothing hereinbefore contained shall be deemed to deny to Tenant its right to claim from the condemning authority compensation or damages for its trade fixtures and personal property or for its moving expenses.

ARTICLE 12. INSURANCE

12.1 Tenant's Duties. Tenant shall, at all times during the term hereof, at its expense, carry and maintain insurance policies in the amounts and in the form hereafter provided:

(a) Public Liability and Property Damage: Bodily injury liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence insuring against any and all liability of the insured for bodily injury, personal injury and property damage or arising from the maintenance, use or occupancy of the Premises. All such insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and loss of or damage to property contained in Article 14 hereof. Said insurance shall name Landlord and any property manager of Landlord as additional insureds, and shall provide that Landlord and such parties, although named as insureds, shall nevertheless be entitled to recovery thereunder for any loss suffered by them, their agents, servants and employees by reason of Tenant's negligence. Said insurance shall be primary insurance as respects Landlord and such parties and not participating with any other available insurance.

(b) Tenant Improvements: Insurance covering all of Tenant's leasehold improvements, trade fixtures, merchandise and other personal property from time to time in the Premises in an amount not less than their full replacement cost from time to time, providing protection against any peril included within the coverage termed by the insurance industry as "special form" or equivalent. The proceeds of such insurance shall, so long as this Lease remains in effect, be used to repair or replace the property damaged or destroyed.

(c) Policy Form: All insurance to be carried by Tenant hereunder shall be in companies, on forms and with loss payable clauses satisfactory to Landlord and copies of such policies or certificates evidencing such insurance shall be delivered to Landlord within ten (10) days after delivery of possession of the Premises to Tenant and within thirty (30) days prior to the expiration date of each policy. No such policy shall be cancelable except after thirty (30) days' advance written notice to Landlord. Tenant shall have the right to maintain required insurance under blanket policies, provided that Landlord and any property manager of Landlord are named therein as additional insureds and that the coverage afforded Landlord and such parties will not be reduced or diminished by reason thereof.

12.2 Landlord's Duties - Casualty. Landlord shall obtain and keep in force during the term hereof, a policy or policies of insurance covering loss or damage to the Premises, providing protection against all perils included within the coverage termed by the insurance industry as "special form" or equivalent, together with an endorsement providing for rental income insurance covering a period of twelve (12) months covering minimum rental and all other leasehold expenses of Tenant hereunder, and, at Landlord's sole option, Landlord may obtain earthquake insurance. Tenant shall reimburse Landlord for the foregoing insurance premiums within twenty (20) days after Landlord's billing therefor to Tenant.

12.3 Landlord's Remedy; Tenant's Insurance. If Tenant shall fail to procure and maintain any insurance policy required herein, Landlord may (but shall not be obligated to)

procure the same on Tenant's behalf, and the cost of same shall be due with the next installment of rent, together with interest at the prime rate plus three percent (3%) per annum.

ARTICLE 13. WAIVER OF SUBROGATION

Any insurance carried by either party with respect to the Premises and property contained in the Premises or occurrences related to them shall include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of injury or loss. Tenant shall upon request provide to Landlord written evidence from its insurer or insurance broker that such a clause is contained in Tenant's insurance policy. Each party, notwithstanding any provisions of this Lease to the contrary, waives any right of recovery against the other for injury or loss due to hazards covered by insurance containing such clause or endorsement.

ARTICLE 14. RELEASE AND INDEMNITY

14.1 Tenant's Indemnity. Tenant shall indemnify and hold harmless Landlord and any property manager of Landlord against and from any and all claims, actions, damages, liability and expenses, including attorneys' fees, arising from or out of Tenant's use of the Premises or from the conduct of its business or from any activity, work or other things done, permitted or suffered by the Tenant in or about the Premises. Tenant shall further indemnify and hold Landlord and any property manager of Landlord harmless from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of the Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest or invitee of Tenant, and from all costs, damages, attorneys' fees and liabilities incurred in defense of any such claim of any action or proceeding brought thereon, including any action or proceeding brought against Landlord and any property manager of Landlord by reason of such claim. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises arising out of the Tenant's use or occupancy after the commencement of this Lease, from any cause other than Landlord's negligence. Tenant shall give prompt notice to Landlord in case of casualty or accident in the Premises.

14.2 Landlord's Liability. In addition to those matters Landlord is indemnified against in Subsection 14.1, above, Landlord shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers, or by any other person in or about the Premises caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or from other sources. Tenant shall further indemnify and hold Landlord and any property manager of Landlord harmless from any and all such claims and from all costs, damages, attorneys' fees, and liabilities incurred in defense of any such claim or any action or proceeding brought thereon, including any action or proceeding brought against Landlord or such parties by reason of such claim.

ARTICLE 15. INSOLVENCY, ETC., OF TENANT

15.1 Bankruptcy or Levy. The filing of any petition in bankruptcy, whether voluntary or involuntary, or the adjudication of Tenant as a bankrupt or insolvent, or the appointment of a receiver or trustee to take possession of all or substantially all of Tenant's assets, or an assignment by Tenant for the benefit of its creditors, or any action taken or suffered by Tenant under any state or federal insolvency or bankruptcy act, including, without limitation, the filing of a petition for or in reorganization, or the taking or seizure under levy of execution or attachment of the Premises or any part thereof or any material portion of the Tenant's equipment or inventory, shall constitute a breach of this Lease by Tenant, and in any one or more of said events Landlord may at its option terminate this Lease by written notice to Tenant.

15.2 Transfer by Operation of Law. Neither this Lease nor any interest therein or thereunder, nor any estate thereby created in favor of Tenant, shall be an asset of Tenant in or under any bankruptcy, insolvency or reorganization proceeding, nor shall any of the same pass by operation of law under any state or federal insolvency or bankruptcy law to any trustee, receiver or assignee for the benefit of creditors or any other person whatever without Landlord's express written consent.

15.3 Damages. Landlord shall be entitled, notwithstanding any provision of this Lease to the contrary, upon re-entry of the Premises in case of a breach under this Article, to recover from Tenant as damages for loss of the bargain resulting from such breach, and not as a penalty, such amounts as are specified in Article 22, unless any statute governing the proceeding in which such damages are to be proved shall lawfully limit the amount thereof capable of proof, in which latter event Landlord shall be entitled to recover as and for its damages the maximum amount permitted under said statute.

ARTICLE 16. SIGNS AND PROMOTIONS

Tenant shall have the right to install, maintain and replace on the Premises, such signs as may be reasonably necessary for commercial identification, provided that erection of such signs by Tenant shall first have been approved by Landlord, which approval shall not be unreasonably withheld or delayed, and by applicable governmental authorities. Tenant shall pay all costs relating to the construction, installation, maintenance and repair of its signs.

ARTICLE 17. ASSIGNMENT AND SUBLETTING

17.1 Assignment or Sublease - Consent Required. Tenant shall not voluntarily, involuntarily, or by operation of law assign, transfer, hypothecate, or otherwise encumber this Lease or Tenant's interest therein, and shall not sublet or permit the use by others of the Premises or any part thereof without first obtaining in each instance Landlord's written consent. If consent is once given by Landlord to any such assignment, transfer, hypothecation or subletting, such consent shall not operate as a waiver of the necessity for obtaining Landlord's consent to any subsequent assignment, transfer, hypothecation or sublease. Any such assignment or transfer without Landlord's consent shall be void and shall, at Landlord's option, constitute a material breach of this Lease. This Lease shall not, nor shall any interest therein, be assignable as to Tenant's interest by operation of law, without Landlord's express prior written consent. Approval by

Landlord of any assignment or subletting shall not eliminate Tenant's liability for all obligations contained herein during the remainder of the Lease term.

17.2 Reasonable Refusal of Consent. The consent of Landlord required under Subsection 17.1 above shall not be unreasonably withheld. Should Landlord withhold its consent for any of the following reasons, without limitation, the withholding shall be deemed to be reasonable:

(a) Financial inadequacy of the proposed sublessee or assignee;

(b) A proposed use which is different from that set forth in Subsection 4.1, above, or which involves the additional use, storage, generation or disposal of hazardous substances as defined by Subsection 4.5 of this Lease.

17.3 Assumption of Liability With Tenant Required. Each assignee or transferee shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Tenant for the payment of all rents due hereunder, and for the due performance during the term of all the covenants and conditions herein set forth by Tenant to be performed. No assignment or transfer shall be effective or binding on Landlord unless said assignee or transferee shall, concurrently, deliver to Landlord a recordable instrument which contains a covenant of assumption by said assignee or transferee; provided that a failure or refusal to so execute said instrument shall not release or discharge the assignee or transferee from its liability aforesaid.

17.4 Transfer of Interest in Entity - Assignment. If Tenant is not a publicly traded corporation, or if Tenant is an unincorporated association or a partnership, the transfer, assignment or hypothecation by one or more persons and/or entities of any stock or interest in such corporation, association, limited liability company or partnership in excess of fifty percent (50%) shall be deemed an assignment within the meaning of this Article.

17.5 Notice and Information Required From Tenant. If Tenant intends to assign this Lease or any interest therein, or sublet all or any part of the Premises, Tenant shall give prior written notice to Landlord of each such proposed assignment or subletting, specifying the proposed assignee or subtenant and the terms of such proposed assignment or sublease and the use to which the Premises will be put. Said notice shall be accompanied by the proposed assignee's or sublessee's certified financial statement, business plan, and pro forma statement of the business to be operated. Landlord shall, within thirty (30) days thereafter, notify Tenant in writing either, that it consents (subject to any conditions of consent that may be reasonably imposed by Landlord) or does not consent to such transaction.

17.6 Division of Excess Payment. In the event of an approved assignment or subletting pursuant to this Article 17, Tenant shall assign to Landlord one-half of all consideration paid to Tenant directly or indirectly for the assignment by Tenant of its leasehold interest, and fifty percent (50%) of any and all subrentals payable by sublessees to Tenant which are in excess of the minimum monthly rental payable by Tenant hereunder.

17.7 Landlord's Costs and Attorneys' Fees. Tenant agrees to reimburse Landlord for Landlord's reasonable costs

and attorneys' fees incurred in connection with the processing and documentation of any requested assignment, transfer, hypothecation or subletting of this Lease aforesaid.

17.8 Sublease to American Bag and Salvage Company. Notwithstanding the remaining terms and conditions of this Article 17, Landlord hereby consents to, and Tenant hereby agrees to sublease a portion of the Premises equivalent to what is currently being used to American Bag and Salvage Company ("American Bag") for the remainder of 1996 for the sum of $1,000.00 per month; provided, however, that American Bag may terminate such sublease at any time upon two weeks' notice to Tenant. Rent for any partial month during the term of such sublease shall be prorated based upon a thirty (30) day calendar month. Tenant agrees to provide access to American Bag and to cooperate with the reasonable needs of the sub-tenant in connection with utilities, transportation and office support services.

ARTICLE 18. ENTRY RIGHTS RESERVED BY LANDLORD

Subject to Tenant's security requirements, upon reasonable prior notice, Tenant shall permit Landlord or its agents to enter the Premises at reasonable times for the purpose of:

(a) Inspection of the Premises as well as all equipment used in connection therewith;

(b) Making repairs to the Premises;

(c) Showing the Premises to persons wishing to purchase or make a mortgage loan upon the same;

(d) Posting notice of non-responsibility;

(e) Posting "For Lease" signs and showing the Premises to persons wishing to rent the Premises during the last six (6) months of the term of this Lease or extension thereof.

ARTICLE 19. CONSENT OF LANDLORD

Whenever Landlord's consent or approval is required prior to any action under this Lease, it shall not be unreasonably withheld, but in no event shall Landlord be liable in monetary damages for withholding its consent or approval unless Tenant proves the same to have been withheld maliciously or in bad faith.

ARTICLE 20. RIGHT OF LANDLORD TO PERFORM

All covenants to be performed by Tenant hereunder shall be performed by Tenant at its sole cost and expense and without any abatement of any rent to be paid hereunder. If Tenant shall fail to pay any sum, other than rent, required to be paid by it or shall fail to perform any other act on its part to be performed, and such failure shall continue beyond the applicable grace period set forth in Article 22, Landlord may (but shall not be obligated to) and without waiving or releasing Tenant from any of its obligations, make any such payment or perform any such other act on Tenant's part to be made or performed as herein provided. All sums so paid by Landlord and all necessary incidental costs, together with interest at the prime rate plus three percent (3%) per annum from the date of such payment by Landlord shall be payable by Tenant forthwith on Landlord's demand therefor. In the event of nonpayment thereof by Tenant, Landlord shall have, in addition to

all other rights and remedies, the same rights and remedies as in the case of default by Tenant in the payment of rent.

ARTICLE 21. LANDLORD DEFAULT

Notice to Landlord. If Landlord shall be in default of any covenant of this Lease to be performed by it, Tenant, prior to exercising any right or remedy it may have against Landlord on account thereof, shall give Landlord a thirty (30) day written notice of such default, specifying the nature of such default. Notwithstanding anything to the contrary elsewhere in this Lease, Tenant agrees that if the default specified in said notice is of such nature that it can be cured by Landlord, but cannot with reasonable diligence be cured within said thirty (30) day period, then such default shall be deemed cured if Landlord within said thirty (30) day period shall have commenced the curing thereof and shall continue thereafter with reasonable due diligence to cause such curing to proceed to completion.

ARTICLE 22. DEFAULT AND REMEDIES

22.1 Events of Default. The occurrence of any of the following shall constitute a material breach and default of this Lease by Tenant:

(a) Any failure by Tenant to pay when due any of the rent required to be paid by Tenant hereunder where such failure continues for ten (10) days after the same is due;

(b) A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after written notice thereof from Landlord; provided, that if the nature of such default is such that the same cannot with due diligence by cured within said period, Tenant shall not be deemed to be in default if it shall within said period commence such curing and thereafter diligently prosecutes the same to completion;

(c) The abandonment of the Premises; or

(d) The failure of CDRCo, NW, LLC or A. Joseph Cruz or Phillip M. Freeman or their spouses to observe and comply with all terms, covenants and conditions applicable to them in the "Asset Sale," including the Agreement of Purchase and Sale of Assets, the Note, the Security Agreement, the Consulting and Marketing Representative Agreement, and/or the Guaranty.

22.2 Damages Upon Termination. In the event of any default as aforesaid by Tenant, then in addition to any and all other remedies available to Landlord at law or in equity, Landlord shall have the right to immediately terminate this Lease and all rights of Tenant hereunder by giving written notice to Tenant of its election so to do. If Landlord shall elect to terminate this Lease, then it may recover from Tenant:

(a) The worth at the time of the award of the unpaid rent, assessments and charges payable hereunder which had been earned at the date of such termination; plus

(b) The worth at the time of the award of the amount by which the unpaid rent, assessments and charges which would have been earned after termination and until the time of

the award exceeds the amount of such rental loss which Tenant proves could have been reasonably avoided; plus

(c) The worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of such rental loss which Tenant proves could be reasonably avoided; plus

(d) Any other amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations hereunder or which, in the ordinary course of affairs, would likely result therefrom; and

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted by applicable Washington law from time to time.

22.3 "Worth at the Time." As used in subparagraphs 22.2(a) and (b) above, the "worth at the time of the award" is computed by allowing interest at the prime rate plus three percent (3%) per annum. As used in subparagraph (c) above, the "worth at the time of the award" is computed by discounting such amount at the interest rate of a U.S. Treasury bill or note having approximately the same length until maturity as the time remaining on the lease or option term in effect.

22.4 Removal of Personal Property. In the event of any default aforesaid by Tenant, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all property and persons therefrom, and any such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant, or otherwise disposed of by Landlord in a commercially reasonable manner.

22.5 Remedy Upon Re-Entry Without Termination. If Landlord shall elect to re-enter as above provided or shall take possession of said Premises pursuant to legal proceedings or pursuant to any notice provided by law, and if Landlord has not elected to terminate this Lease, Landlord may either recover all rental as it becomes due or relet the Premises or any part of parts thereof for such term or terms and upon such provisions as Landlord, in its sole judgment, may deem advisable and shall have the right to make repairs to and alterations of the Premises.

22.6 Application of Rentals Upon Reletting. If Landlord shall elect to relet as aforesaid, then rentals received by Landlord therefrom shall be applied as follows:

(a) To the payment of any indebtedness other than rent due hereunder from Tenant;

(b) To the payment of all costs and expenses incurred by Landlord in connection with such reletting;

(c) To the payment of the cost of any alterations of and repairs to the Premises; and

(d) To the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder.

In no event shall Tenant be entitled to any excess rental received by Landlord over and above that which Tenant is obligated to pay hereunder. Should that portion of such rentals

received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable hereunder during that month by Tenant, then Tenant shall pay such deficiency to Landlord forthwith upon demand, and said deficiency shall be calculated and paid monthly. Tenant shall also pay Landlord as soon as ascertained and upon demand, all costs and expenses incurred by Landlord in connection with such reletting and in making any such alterations and repairs which are not covered by the rentals received from such reletting.

22.7 Re-Entry Not Termination. No re-entry or taking possession of the Premises by Landlord under this Article shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof be adjudged by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of Tenant's default, Landlord may at any time after such reletting elect to terminate this Lease because of such default.

22.8 Landlord's Right to Damages and Indemnification Preserved. Nothing contained in this Article shall constitute a waiver of Landlord's right to recover damages by reason of Landlord's efforts to mitigate the damages to it caused by Tenant's default; nor shall anything in this Article adversely affect Landlord's right, as in this Lease elsewhere provided, to indemnification against liability for injury or damage to persons or property occurring prior to a termination of this Lease.

22.9 Interest. Any unpaid rent and any other sums due and payable hereunder by Tenant shall bear interest at the prime rate as determined by Seafirst National Bank or its successor plus three percent (3%) per annum from the due date and until payment thereof.

22.10 "Rent" and "Rental." The terms "rent" and "rental" as used herein and elsewhere in this Lease shall be deemed to be and mean the minimum rent, all additional rents, rental adjustments, taxes and utilities, and any and all other sums, however designated, required to be paid by Tenant hereunder.

22.11 Late Charges. Tenant acknowledges that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Landlord by the terms of any encumbrance and note secured by any encumbrance covering the Premises. Therefore, if any installment of rent due from Tenant is not received by Landlord within ten (10) days following the due date, Tenant shall pay to Landlord an additional sum of five percent (5%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of the other rights and remedies available to Landlord.

22.12 Guaranteed Payment. Tenant agrees that in the event Tenant makes more than one payment in any calendar year to Landlord by check or draft which as a result of any act or omission of Tenant causes said instrument to be non-negotiable

by Landlord in the normal course of its business, Landlord may at its option demand that all future payments to Landlord from Tenant be made by certified or cashier's check or by money order or wire transfer.

22.13 Attorney's Fees. If Landlord shall retain an attorney for the purpose of collecting any rental due from Tenant or for the purpose of enforcing any other term or provision of this Lease, Tenant shall pay the reasonable fees of such attorney for the attorney's services regardless of the fact that no legal proceeding or action may have been filed or commenced.

ARTICLE 23. PRIORITY OF LEASE AND ESTOPPEL CERTIFICATE

23.1 Priority of Lease. At Landlord's election, this Lease shall be either superior to or subordinate to any and all trust deeds, mortgages or other security instruments, ground leases or leaseback financing arrangements now existing or which may hereafter be executed covering the Premises and/or the land underlying the same or any part or parts of either thereof, and for the full amount of all advances made or to be made thereunder together with interest thereon, and subject to all the provisions thereof, all without the necessity of having further instruments executed by Tenant to effectuate the same. Tenant agrees to execute, acknowledge and deliver upon request by Landlord any and all documents or instruments which are or may be deemed necessary or proper by Landlord to more fully and certainly assure the superiority or the subordination of this Lease and to any such trust deeds, mortgages or other security instruments, ground leases or leasebacks. Provided, that if this Lease shall be subordinate, any person or persons purchasing or otherwise acquiring any interest at a foreclosure sale under said trust deed, mortgages or other security instruments, or by termination of said ground leases or leasebacks, shall continue this Lease in full force and effect in the same manner as if such person or persons had been named as Landlord herein.

This Lease shall continue in full force and effect as aforesaid, and Tenant shall automatically become the tenant of Landlord's successor in interest and shall attorn to said successor in interest. If requested, Tenant shall execute a reasonable attornment agreement satisfactory in form to said successor in interest. Tenant hereby irrevocably appoints Landlord as its attorney-in-fact, coupled with an interest to execute and deliver, for and in the name of Tenant, any document or instrument provided for in this Article. The words "person" and "persons" as used herein or elsewhere in this Lease shall mean individuals, partnerships, limited liability companies, firms, associations and corporations.

23.2 Modifications Required by Lender. It is understood by Tenant that during the term of this Lease, Landlord may place new or additional financing upon the Premises and in that event, this Lease must be approved by the financing institution making such loans. Accordingly, if any such financial institution requires, as a condition to making its loan, any non-substantive modification of this Lease, Tenant agrees to enter into an agreement so modifying this Lease. In the event Tenant refuses on the grounds that the modification is substantive, then that issue only shall be arbitrated through the offices of the American Arbitration Association under the rules and guidelines of that association as then existing. If it is determined by such arbitration that Tenant is required to enter into such amendment and if Tenant refuses to execute such amendment within ten (10) days after such

determination, then Landlord shall have the right, in addition to any other remedies it may have at law or in equity, by giving written notice to Tenant, to terminate this Lease.

23.3 Tenant Estoppel Certificates. Tenant shall at any time and from time to time execute, acknowledge and deliver to Landlord, within ten (10) days after Landlord's request therefor, a written statement certifying as follows:

(a) That this Lease is unmodified and in full force (or if there has been modification thereof, that the same is in full force as modified and stating the nature thereof);

(b) That to the best of its knowledge, there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof);

(c) The date to which any rents and other charges have been paid in advance, if any. If Tenant shall fail to execute and deliver any such statement to Landlord within ten (10) days after Landlord's written request therefor, Landlord may, as Tenant's attorney-in-fact coupled with an interest, execute said statement for and on behalf of Tenant, and in Tenant's name.

23.4 Landlord Estoppel Certificates. Landlord shall at any time and from time to time execute, acknowledge and deliver to Tenant, within ten (10) days after Tenant's request therefor, a written statement certifying as follows:

(a) That this Lease is unmodified and in full force (or, if there has been modification thereof, that the same is in full force as modified and stating the nature thereof);

(b) That to the best of its knowledge, there are no uncured defaults on the part of Tenant (or if any such default exists, the specific nature and extent thereof); and

(c) The date to which rents and other charges have been paid in advance, if any.

ARTICLE 24. HOLDING OVER

If, without the execution of a new Lease or written extension of this Lease, and with the consent of Landlord, Tenant shall hold over after the expiration of the term of this Lease, then Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, which tenancy may be terminated as provided by law. During said tenancy, the minimum rent payable to Landlord by Tenant shall be one hundred twenty percent (120%) of the minimum rental set forth in Article 3 of this Lease, unless a different rate is agreed upon, and upon all of the other terms, covenants and conditions set forth in this Lease so far as the same are applicable. Provided that if Tenant shall fail to surrender the Premises upon the termination of this Lease, in addition to any other liabilities to Landlord arising therefrom, Tenant shall and does hereby agree to indemnify and hold Landlord harmless from loss and liability resulting from such failure including, but not limited to, claims made by any succeeding tenant founded on such failure.

ARTICLE 25. NOTICES

Wherever in this Lease it shall be required or permitted that notice, approval, advice, consent or demand be given or served by either party to this Lease to or on the other, the same shall be given or served, and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, addressed to the addresses of the parties as specified herein. Notice shall be deemed given when so mailed and addressed. Either party may change such address by written notice forwarded by certified or registered mail to the other. Copies to be sent to the parties' attorneys may be sent by facsimile to the telephone numbers set forth next to their respective addresses below.

LANDLORD: HERMAN and JACQUALINE TROTSKY
2818 - 140th Avenue N.E.
Bellevue, Washington 98005

WITH A COPY TO: KENNETH A. BLOCH
Wolfstone, Panchot & Bloch, P.S., Inc.
801 Second Avenue, Suite 1500
Seattle, Washington 98104-1577
Facsimile No. (206) 340-8837

TENANT: CONSOLIDATED NORTHWEST COOPERAGE COMPANY, LLC
1051 Union Street
Montebello, California 90640

WITH A COPY TO: WILSON B. HART
The Wilson Hart Law Firm
14132 East Firestone Boulevard
Santa Fe Springs, California 90670
Facsimile No. (714) 994-3647

ARTICLE 26. LIENS

26.1 No Liens Permitted. Tenant shall pay all costs for work done by it or caused to be done by it in the Premises and Tenant shall keep the Premises free and clear of all mechanics' liens and other liens on account of work done for Tenant or persons claiming under it. Tenant agrees to and shall indemnify and hold Landlord harmless against liability, loss, damage, costs, attorneys' fees and any other expenses on account of claims of lien of laborers or materialmen for work performed or materials or supplies furnished for Tenant or persons claiming under it. Tenant shall take all steps as Landlord may direct, including the furnishing of a bond or bonds, to insure the protection of Landlord and the Premises from loss by virtue of any such lien.

26.2 Tenant's Bond on Contest. If Tenant shall desire to contest any claim of lien, it shall furnish Landlord adequate security in the amount of the claim, plus estimated costs and interest or a bond of a responsible corporate surety in that amount conditioned on discharge of the lien. Tenant shall pay and satisfy forthwith any final judgment entered which establishes the validity or existence of a lien.

26.3 Landlord's Right to Pay Lien Claims. If Tenant shall not have paid a charge for which a mechanics' lien claim and suit to foreclose the same have been filed, and shall not

have given the security aforesaid, Landlord may (but shall not be obligated to) pay said claim and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith shall be immediately due and owing from Tenant to Landlord as additional rent, together with interest at the maximum lawful rate from the date of Landlord's payment thereof.

26.4 Notice Prior to Commencement of Work. Tenant shall, at least ten (10) days prior to commencing any work which might result in a lien as aforesaid, give Landlord written notice of its intention so to do to enable Landlord to post, file and record legally effective notice of nonresponsibility. Landlord or its representatives shall have the right to enter into the Premises and inspect the same at all reasonable times, and shall have the right to post and keep posted thereon said notices of nonresponsibility and such other notices as Landlord may deem proper to protect its interest therein.

ARTICLE 27. QUIET ENJOYMENT

Landlord agrees that Tenant, except as otherwise provided herein, upon payment of rent, additional rent and all other sums and charges required to be paid by Tenant hereunder, and the due and punctual performance of all of Tenant's other covenants and obligations under this Lease, shall have the quiet and undisturbed possession of the Premises.

ARTICLE 28. ATTORNEYS' FEES

Should either party hereto institute any action or proceeding in court or arbitration to enforce any provision hereof or for damages or for declaratory or other relief hereunder, the prevailing party shall be entitled to receive from the losing party, in addition to court or arbitration costs, such amount as the court or arbitrator may adjudge to be reasonable as attorneys' fees for services rendered to said prevailing party, and said amount may be made a part of the judgment against the losing party.

ARTICLE 29. MISCELLANEOUS

29.1 No Partnership or Joint Venture. Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be in any manner responsible for the debts or obligations of Tenant, or any other party.

29.2 Separation of Provisions - Construction of Lease. If any provision of this Lease shall be determined to be void or voidable by any court of competent jurisdiction, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in effect. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void or voidable and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

29.3 Corporate Representatives. If Tenant hereunder is a corporation, the parties executing this Lease on behalf of Tenant represent and warrant to Landlord that: They have the authority to bind Tenant; Tenant is a valid and existing corporation or limited liability company; all things necessary to qualify Tenant to do business in Washington have been accom-

plished prior to the date of this Lease; all franchise and other corporate taxes have been paid to the date of this Lease; all forms, reports, fees and taxes required to be filed or paid by said entity in compliance with applicable laws will be filed and paid when due.

29.4 Entire Agreement. The entire agreement between the parties hereto is set forth in this Lease and the Agreement of Purchase and Sale of Assets effective January 26, 1996, and any agreement hereafter made shall be ineffective to change, modify, alter or discharge it in whole or in part unless such agreement is in writing and signed by both said parties. It is further understood that there are no oral agreements between the parties hereto affecting this Lease, and that this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between said parties or displayed by Landlord to Tenant with respect to the subject matter of this Lease, and none of the same shall be available to interpret or construe this Lease. All negotiations and oral agreements acceptable to both parties hereto have been merged into and are included in this Lease.

29.5 Jurisdiction - Construction of Lease. The laws of the State of Washington shall govern the validity, performance and enforcement of this Lease. King County shall be the venue of any action arising out of this Lease. Although the printed provisions of this Lease were prepared and drawn by Landlord, this Lease shall not be construed either for or against Landlord or Tenant, but its construction shall be at all times in accord with the general tenor of the language so as to reach a fair and equitable result.

29.6 Non-Waiver - Landlord's Acceptance of Payment. A waiver of any breach or default shall not be a waiver of any other breach or default. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant. The acceptance by Landlord of any rental or other payments due hereunder with knowledge of the breach of any of the covenants of this Lease by Tenant shall not be construed as a waiver of any such breach. The acceptance at any time or times by Landlord of any sum less than that which is required to be paid by Tenant shall, unless Landlord specifically agrees otherwise in writing, be deemed to have been received only on account of the obligation for which it is paid, and shall not be deemed an accord and satisfaction notwithstanding any provisions to the contrary written on any check or contained in a letter of transmittal.

29.7 Force Majeure. Any prevention, delay or stoppage due to strikes. lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, regulations or controls, enemy or hostile governmental action, riot, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage except that subject to the provisions of Subsection 10.4, Tenant's obligations to pay rent, additional rent and any other sums or charges pursuant to this Lease shall not be affected thereby so long as the Premises have been delivered to Tenant.

29.8 "Landlord" - Release. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part

of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises; and in the event of any transfer or transfers of title thereto, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations hereunder on the part of Landlord to be performed thereafter, provided nothing herein shall be interpreted to affect the obligations of Landlord under the Agreement of Purchase and Sale of Assets.

29.9 Financial Statements. Upon Landlord's written request, Tenant shall promptly furnish to Landlord, from time to time, financial statements reflecting Tenant's current financial condition.

29.10 Time for Performance. Time is of the essence with respect to the performance of each of the covenants and agreements of this Lease.

29.11 Binding Effect. Each and all of the provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and (except as set forth in Subsection 29.8 above and as otherwise specifically provided elsewhere in this Lease), their respective personal representatives, successors and assigns, subject at all times to all provisions and restrictions elsewhere in this Lease respecting the assignment, transfer, encumbering or subletting of all or any part of the Premises or Tenant's interest in this Lease.

29.12 Captions. The captions shown in this Lease are for convenience or reference only, and shall not, in any manner, be utilized to construe the scope or the intent of any provisions thereof.

29.13 Recordation. Tenant shall not record this Lease nor any short form memorandum thereof without Landlord's written consent.

29.14 Conditions. All agreements herein by Tenant, whether expressed as covenants or conditions, shall be deemed to be conditions for the purpose of this Lease.

29.15 Number and Gender. Unless some other meaning and intent are apparent from the context, the plural shall include the singular and vice versa; masculine, feminine and neuter words shall be used interchangeably.

29.16 Appointment of Landlord as Agent. It is understood and agreed between the parties that Tenant's failure to pay when due all obligations owing to the State of Washington, including but not limited to, employment security taxes, sales taxes, business and occupation taxes, and any and all obligations owing to the Department of Labor and Industries, may, in certain instances, result in liability for the same to the Landlord not contemplated under the terms of this Lease. In consideration thereof, Tenant consents to and does hereby appoint Landlord to act as Tenant's agent and attorney in fact to obtain from the State of Washington or any agency thereof any and all relevant information regarding Tenant's taxpayer status, specifically including the amounts of any delinquencies. This power of attorney shall take effect immediately and shall remain in full force and effect throughout the term of this Lease, including any extension periods, and shall terminate no earlier than one (1) year from the lease termination date.

ARTICLE 30. RIGHT OF FIRST OFFER TO PURCHASE

In the event that Landlord shall desire to sell the Premises, Landlord shall first offer the same to Tenant, giving it written notice of all material terms and conditions on which the Landlord is willing to sell the Premises, including the purchase price, payment terms and security, if any, and shall fully and completely set forth any and all additional terms of the proposed sale. The terms shall be in cash or cash equivalent, so as to allow for a response thereto by the Tenant.

The Tenant shall have thirty (30) days within which to accept the Landlord's offer to sell and to tender performance as to all, but not less than all, of the Premises. The Tenant's response to the offer shall be in writing and delivered to the Landlord.

In the event Tenant rejects or fails to exercise the Landlord's offer, the Landlord shall be entitled (but shall not be required) to sell the Premises to any third party, subject, however, to this Lease; provided, however, that Landlord shall not enter into any agreement to sell the Premises on economic terms which are materially more favorable than those offered to Tenant without first again offering the Premises to Tenant. Economic terms which are more favorable by ten percent (10%) or more than those offered to Tenant shall be deemed "materially more favorable."

WITNESS the signatures of the parties hereto, this 15th day of MARCH, 1996.

LANDLORD:

HERMAN TROTSKY

Jacqualine Trotsky by Herman Trotsky as attorney in fact

JACQUALINE TROTSKY

TENANT:

CDRCo, NW, LLC, a California limited liability company

By

Its MANAGERS

//

//

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I CERTIFY that I know or have satisfactory evidence that HERMAN TROTSKY is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: March 15, 1996

Lynda A. Moynihan
(Print Name)
NOTARY PUBLIC in and for the State of Washington, residing at Issaquah
My appointment expires 2-25-00

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

HERMAN TROTSKY AS ATTY-IN-FACT FOR

I CERTIFY that I know or have satisfactory evidence that JACQUALINE TROTSKY is the person who appeared before me, and said person acknowledged that ~~she~~ signed this instrument and acknowledged it to be ~~her~~ free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: March 15, 1996

LYNDA A. MOYNIHAN
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 2-25-00

Lynda A. Moynihan
(Print Name)
NOTARY PUBLIC in and for the State of Washington, residing at Issaquah
My appointment expires 2-25-00

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I CERTIFY that I know or have satisfactory evidence that A. JOSEPH CRUZ & Phillip FREEMAN ~~is~~ ARE the persons who appeared before me, and acknowledged that ~~he~~ they signed this instrument, on oath stated that ~~he~~ they was authorized to execute the instrument, and acknowledged it as the MANAGERS of CDRCo, NW, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 15, 1996

LYNDA A. MOYNIHAN
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 2-25-00

Lynda A. Moynihan
(Print Name)
NOTARY PUBLIC in and for the State of WASHINGTON, residing at Issaquah
My appointment expires 2-25-00

C:\RUTA\N\NWCOOPER\LEASEAG2 3/14/96

That portion of Section 29, Township 24 North, Range 4 East, W.M. described as follows:

PARCEL 1:

Beginning at the intersection of the West line of said Section 29 and the Southerly line of Seaport Addition to the City of Seattle, as per plat recorded in Volume 19 of Plats, page 60, records of King County;
thence South 1°11'20" West along said West line of Section 29 69.27 feet to the West one-quarter corner of said Section 29
thence continuing along said West line of Section 29 South 3°49'43" West 178.39 feet to an intersection with the Easterly margin of the 1st Avenue South Interchange as condemned by King County Superior Court Cause Nos. 460720 and 465381;
thence South 16°19'12" East along said Easterly margin 178.34 feet to an intersection with a line which is parallel to and 420 feet Southerly as measured at right angles from the Southerly line of said Seaport Addition;
thence North 86°02'59" East along said parallel line 545.95 feet to an intersection with the Westerly line of Portland and Puget Sound Railway Addition, as per plat recorded in Volume 5 of Plats, on page 47, records of King County;
thence North 32°00'48" along said Westerly line and along the extension of said Westerly line to the line of ordinary high tide, on the left bank of the Duwamish River;
thence Westerly and Northwesterly along said ordinary high tide line to its intersection with the Southerly line of said Seaport Addition;
thence South 86°02'59" West along said Southerly line, to the point of beginning

PARCEL 11:

That portion of the bed of the Duwamish River lying between the ordinary high tide line and the Government meander line as recorded by Auditor's File No. 1309052, adjoining and in front of the above described Parcel 1.

PARCEL 111:

Beginning at the Northwesterly corner of Block 1 of Portland and Puget Sound Railway Addition, as per plat recorded in Volume 5 of Plats, page 74, records of King County, Washington;
thence Northwesterly along the Northwesterly production of the Southwesterly line of said Block to the Government meander line in the Duwamish River;
thence Easterly along said meander line, to the Southwesterly margin of the right-of-way of Commercial Waterway District No.
thence Southeasterly along said Southwesterly margin, to the Northerly line of said Block 1;
thence Westerly along said Northerly line to the point of beginning;

PARCEL IV

Lots 1, 2, 3, 4, 5 and 6 in Block 1 of Portland and Puget Sound Railway Addition, as per plat recorded in Volume 5 of Plats, page 74, records of King County;

ALL Situate in the City of Seattle, County of King, State of Washington.

EXHIBIT A

THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF K 3 AND IS DESCRIBED AS FOLI 'S:

THAT PORTION OF GOVERNMENT LOT 8, SECTION 29, AND OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION 30;
THENCE NORTH 1°45'59" EAST ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION, 899.58 FEET;
THENCE NORTH 73°00'00" EAST 1403.16 FEET;
THENCE NORTH 67°30'00" EAST TO AN INTERSECTION WITH THE EAST LINE OF FIRST AVENUE SOUTH;
THENCE CONTINUING NORTH 67°30'00" EAST 769.130 FEET, MORE OR LESS, TO THE WESTERLY LINE OF PORTLAND AND PUGET SOUND RAILWAY ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 74, RECORDS OF KING COUNTY, WASHINGTON;
THENCE NORTH 22°16'00" WEST ALONG SAID WESTERLY LINE 84.420 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 22°16'00" WEST ALONG SAID WESTERLY LINE 13.453 FEET TO AN ANGLE POINT SAID LINE;
THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 33°16'01" WEST 103.910 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 360 FEET SOUTHERLY OF "MEASURED AT RIGHT ANGLES" THE SOUTHERLY LINE OF SEAPORT ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 19 OF PLATS, PAGE 60, RECORDS OF KING COUNTY, WASHINGTON;
THENCE SOUTH 84°54'45" WEST ALONG SAID PARALLEL LINE, 619.102 FEET TO THE SAID EAST LINE OF FIRST AVENUE SOUTH;
THENCE SOUTH 0°01'21" EAST ALONG SAID EAST LINE, 208.444 FEET, MORE OR LESS, TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 76°24'51" EAST;
THENCE NORTH 76°24'51" EAST 698.215 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;
EXCEPT THE NORTH 60 FEET THEREOF;
EXCEPT THAT PORTION CONDEMNED FOR PRIMARY STATE HIGHWAY NO. 1.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT A

I certify under pe y of perjury under the laws of the State of Washington that I delivered/mailed a copy of this document to James Tupper/Mike Rosenberger on this 15 day of July, 1992
Signed Sue Kerndle

RECEIVED
UTILITIES DIV.
LAW DEPT.

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FILED
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JUL 15 1992

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

THE CITY OF SEATTLE, a municipal corporation, Plaintiff, vs. AMALGAMATED SERVICES, INC., a, Washington corporation; ROY BERGER, an individual; BAYSIDE WASTE HAULING AND TRANSFER COMPANY, a Washington corporation; THE BOEING COMPANY, a Delaware corporation; BURLINGTON ENVIRONMENTAL, INC. a Delaware corporation; CHEVRON USA, INC., a Pennsylvania corporation; CROSBY & OVERTON, INC., a California corporation; EVERGREEN INDUSTRIES, a Washington corporation; FEDERAL WAY DISPOSAL, INC., a Washington corporation; GENERAL DISPOSAL COMPANY, a Washington corporation; INTALCO ALUMINUM CORPORATION, a Delaware corporation; K-2 CORPORATION, an Indiana corporation; BRUCE J. LEVEN, an individual; MANSON CONSTRUCTION & ENGINEERING COMPANY, a Washington corpora-	No. C92-792 ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIM OF DEFENDANT NORTHWEST COOPERAGE COMPANY TO COMPLAINT FOR COMPENSATORY AND DECLARATORY RELIEF

BARRETT HALE & GILMAN
ATTORNEYS AT LAW
3600 FIRST INTERSTATE CENTER
999 THIRD AVENUE
SEATTLE, WASHINGTON 98104-4009
(206) 464-1900

tion; NATIONAL CAN CORPORATION, a Delaware corporation; NORTHWEST COOPERAGE COMPANY, INC., a Washington corporation; NORTHWEST ENVIROSERVICE, INC., a Washington corporation; RABANCO, LTD., a Washington corporation; REYNOLDS METALS COMPANY, a Delaware corporation; RST DISPOSAL CO., a Washington corporation; FRED W. RYAN, an individual; SEATTLE IRON & METAL CORPORATION, a Washington corporation; WASTE MANAGEMENT OF SEATTLE, INC., a Washington corporation; and WASTE MANAGEMENT RAINIER, INC., a Washington corporation,

Defendants.

COMES NOW the defendant Northwest Cooperage Co. Inc. ("Northwest Cooperage"), and to the complaint makes answers as follows:

1. Paragraph 1 contains no averments as to which response is required.

2. The defendant is without knowledge or information sufficient to form a belief as to the truth the averments in paragraph 2 and therefore denies the same.

3. The defendant admits that it was allowed by the City of Seattle ("the City") to dispose of some wastes at the Midway Landfill, but lacks knowledge or information sufficient to form a belief as to the other allegations and therefore denies the same. To

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the extent defendant Northwest Cooperage's waste went to the Midway Landfill, it was non-hazardous waste.

4. The defendant admits paragraphs 4-6.

5. The defendant is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraphs 7-19 and therefore denies the same.

6. The defendant admits paragraph 20.

7. The defendant is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraphs 21-28, and therefore denies the same.

8. The defendant admits paragraph 29 except that is without knowledge or information sufficient to form a belief as to the truth of the averments and therefore denies the same as to the size of the Midway Landfill.

9. The defendant admits that portion of the first sentence of paragraph 30 that alleges that Midway was used as a landfill and was operated by the City of Seattle but lacks knowledge or information sufficient to form a belief as to the other allegations in paragraph 30 and therefore denies the same.

10. The defendant lacks knowledge or information sufficient to form a belief as to the truth of the averments in paragraphs 31-36, except the defendant admits that it was pre-cleared to have its waste disposed of at the Midway landfill, but it does not know whether waste was delivered there, and therefore denies these allegations.

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11. The defendant answers paragraph 37 by restating the answers set forth in his answers to paragraph 1-36 of the complaint.

12. The defendant admits that it was pre-cleared to have its waste disposed of at the Midway landfill, but it does not know whether waste was delivered there, denies that the substances pre-cleared for disposal were hazardous and denies that he made any arrangement to dispose of substances at Midway, and as to the other averments of paragraph 38 defendant lacks knowledge or information sufficient to form a belief as to the truth and therefore denies the same.

13. The defendant lacks knowledge or information sufficient to form a belief as to the truth of the averments in paragraphs 39-41 and therefore denies the same.

14. The defendant denies paragraph 42.

15. The defendant answers paragraph 43 by restating the answers to the allegations contained in paragraphs 1-42 of the complaint.

16. The defendant denies paragraph 44.

17. The defendant answers paragraph 45 by restating the answers to the allegations contained in paragraphs 1-44 of the complaint.

18. The defendant lacks knowledge or information sufficient to form a belief as to the truth of the averments in paragraphs 46 and 47 and therefore denies the same.

19. The defendant denies paragraph 48.

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AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

20. The complaint fails to state a claim against defendant Northwest Cooperage upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

21. The costs allegedly incurred by the plaintiff were not proximately caused by Northwest Cooperage's disposal activities, if any.

THIRD AFFIRMATIVE DEFENSE

22. The costs complained of were caused and/or contributed to by another party or parties other than defendant Northwest Cooperage.

FOURTH AFFIRMATIVE DEFENSE

23. The plaintiff, having invited defendants to dispose of wastes at the Midway Landfill, is now estopped to assert that Northwest Cooperage is liable for the disposal.

FIFTH AFFIRMATIVE DEFENSE

24. The City failed to disclose the hazards of disposing waste at Midway, despite having a duty to disclose such hazards, and is therefore barred from recovery by fraud.

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SIXTH AFFIRMATIVE DEFENSE

25. To the extent any of Northwest Cooperage's wastes were disposed of at Midway, defendant Northwest Cooperage had a license from the City of Seattle for such disposal.

SEVENTH AFFIRMATIVE DEFENSE

26. An accord and satisfaction between the City of Seattle and Northwest Cooperage bars any further recovery.

EIGHTH AFFIRMATIVE DEFENSE

27. The City's action is barred by the unclean hands doctrine.

NINTH AFFIRMATIVE DEFENSE

28. The City's claims are barred in whole, or in part, because the costs incurred by the City represent the minimum costs of operating a landfill in an environmentally prudent matter.

TENTH AFFIRMATIVE DEFENSE

29. Northwest Cooperage cannot be held jointly and severally liable under § 107(a) of CERCLA for all past, present and future response costs incurred by the City at the Midway Landfill. As the operator of the Landfill, the City's only recourse is for contribution from each defendant based upon that defendant's proportional share of any response costs incurred.

ELEVENTH AFFIRMATIVE DEFENSE

30. The City has failed to mitigate its alleged damages. Any properly operated municipal landfill should have developed a closure plan to address the presence of leachate and subsurface gas in and

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around the landfill. The City's failure to have established such a plan exacerbated the remedial costs incurred.

TWELFTH AFFIRMATIVE DEFENSE

31. No private right of action exists under the Model Toxics Control Act, RCW Chapter 70.105D.

THIRTEENTH AFFIRMATIVE DEFENSE

32. Plaintiff's claims are barred by the applicable statute of limitations and the doctrine of laches.

FOURTEENTH AFFIRMATIVE DEFENSE

33. Costs incurred by the plaintiff City of Seattle in connection with the Midway Landfill were not necessary, reasonable or consistent with the National Contingency Plan and, therefore, are not recoverable.

FIFTEENTH AFFIRMATIVE DEFENSE

34. The City has recouped its expenditures in whole or in part from other sources, which sums are an offset to the City's claims against defendant Northwest Cooperage.

COUNTERCLAIMS

BY WAY OF FURTHER ANSWER AND AFFIRMATIVE DEFENSES AND AS COUNTERCLAIMS, defendant Northwest Cooperage asserts:

A. Jurisdiction and Venue

35. If this court has jurisdiction over the City's claims, then it has jurisdiction over defendant Northwest Cooperage's counterclaims on the same basis as is alleged by the City.

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B. General Allegations

36. Plaintiff City of Seattle has brought suit against Northwest Cooperage and others, pursuant to CERCLA, 42 U.S.C. § 9601 et seq., and MTCA, Ch. 70.105D, RCW.

37. In the complaint, the City of Seattle alleges that at all times relevant to this proceeding it operated the Midway Landfill in Kent, Washington for the disposal of waste.

38. The City knew or should have known the nature and extent of all the material that defendants transported to the Midway Landfill.

39. The City charged defendants a fee for disposing of these materials at the Midway Landfill.

40. The City knew or had reason to know that substances being disposed of at the Midway Landfill were or may have been in violation of the law, agreements with the City of Kent and good landfilling practice.

41. The City never warned Northwest Cooperage that substances being disposed of at the Midway Landfill were or may have been in violation of the law, agreements with the City of Kent and good landfilling practice.

42. The City knew or in the exercise of reasonable care would have known that disposal by defendants at Midway could expose defendants.

43. The City never warned Northwest Cooperage that disposal at Midway could expose Northwest Cooperage to liability.

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44. Northwest Cooperage did not know or have reason to know that substances being disposed of at the Midway Landfill were in violation of the law, agreements with the City of Kent and good landfilling practice, that disposal at Midway was improper, or that disposal at Midway could expose Northwest Cooperage to liability.

45. Northwest Cooperage would not have disposed of substances at the Midway Landfill if it had known or had reason to know that substances being disposed of at the Midway Landfill were in violation of the law, agreements with the City of Kent and good landfilling practice, that disposal at the Midway Landfill was improper, or that disposal at the Midway landfill could expose Northwest Cooperage to liability.

46. By failing to inform Northwest Cooperage of material facts regarding the Midway Landfill, the City of Seattle has exposed Northwest Cooperage to litigation with the City and with third parties.

47. The Midway Landfill is a facility, and the City of Seattle is now the owner and operator of that facility and owned or operated that facility at the time hazardous substances were disposed of there.

C. Contribution Under CERCLA

48. Northwest Cooperage incorporates by reference paragraphs 35 through 47 as though set forth in full.

49. The City of Seattle is a "person" as defined in 42 U.S.C. § 9601(21).

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50. The City of Seattle is a "covered person" pursuant to § 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is strictly, jointly and severally liable for the response costs, if any, incurred in responding to the release or threatened release of hazardous substances at the Midway Landfill.

51. If any judgment or order is entered against Northwest Cooperage pursuant to 42 U.S.C. § 9607(a) with regard to the Midway Landfill, Northwest Cooperage is entitled to contribution from the City of Seattle pursuant to 42 U.S.C. § 9613(f) and to a declaration of the City of Seattle's future liability pursuant to 42 U.S.C. § 9613(g)(2).

D. Model Toxics Control Act

52. Northwest Cooperage incorporates by reference paragraphs 35 through 51 as though set forth in full.

53. The City of Seattle is a person as defined in RCW 70.105D.020(7).

54. At all times relevant to plaintiff's complaint, the City of Seattle was an "owner or operator," as that term is defined in RCW 70.105D.020(6), with respect to the Midway Landfill.

55. If any judgment or order is entered against Northwest Cooperage pursuant to RCW 70.105D with regard to the Midway Landfill, Northwest Cooperage is entitled to contribution from the City of Seattle.

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E. Negligence

56. Northwest Cooperage incorporates by reference paragraphs 35 through 55 as though set forth in full.

57. During the time the City operated the Midway Landfill, it accepted, stored and treated waste material for a fee.

58. Much of the costs complained of by the City reflect normal closure costs associated with the shutdown of any municipal landfill. These costs were anticipated by both the City and are included within the disposal fees already paid to the City by each defendant.

59. Any costs exceeding such normal closure costs were incurred because of the City's negligent operation of the Landfill, including the failure to prepare a closure plan, and the knowing receipt of industrial waste in violation of the City's approval to operate.

60. The City's breach of duties as to defendant Northwest Cooperage have in fact and proximately caused damage to defendant Northwest Cooperage in an amount that will be established at time of trial.

CROSS-CLAIMS

BY WAY OF FURTHER ANSWER, AFFIRMATIVE DEFENSE AND AS CROSS-CLAIMS, Northwest Cooperage alleges as follows:

To the extent that the City of Seattle's alleged damages are not attributable to its own actions and/or fault, then, upon information and belief, they were solely and proximately caused by or

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resulted from the actions or omissions of the other defendants, thereby entitling Northwest Cooperage to contribution and/or indemnity, jointly and severally, from each of these defendants.

WHEREFORE the defendant Northwest Cooperage demands:

1. That the plaintiff's complaint against defendant Northwest Cooperage be dismissed with prejudice;

2. That, should Northwest Cooperage be adjudged to have any liability for the contamination at and around the subject property or otherwise as a result of plaintiff's claims, then for a judgment in favor of Northwest Cooperage on its counterclaims against the City of Seattle;

3. That, should Northwest Cooperage be adjudged to have any liability for the contamination at and around the subject property or otherwise as a result of plaintiff's claims, then for a judgment in favor of Northwest Cooperage, jointly and severally, on its cross-claim against the other defendants;

4. That Northwest Cooperage be awarded all of its attorneys' fees, costs and expenses incurred in the defense of this action; and

5. For such other relief as the court may deem just and equitable under the circumstances.

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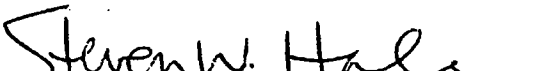
DATED this 15th day of July, 1992.

BARRETT HALE & GILMAN

By 

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MAY 13 1992

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

THE CITY OF SEATTLE, a municipal corporation,

Plaintiff,

v.

AMALGAMATED SERVICES, INC., a Washington corporation, ROY BERGER, an individual, BAYSIDE WASTE HAULING AND TRANSFER COMPANY, a Washington corporation, THE BOEING COMPANY, a Delaware corporation, BURLINGTON ENVIRONMENTAL, INC., a Delaware corporation, CHEVRON USA, INC., a Pennsylvania corporation, CROSBY & OVERTON, INC., a California corporation, EVERGREEN INDUSTRIES, a Washington corporation, FEDERAL WAY DISPOSAL, INC., a Washington corporation, GENERAL DISPOSAL COMPANY, a Washington corporation, INTALCO ALUMINUM CORPORATION, a Delaware corporation, K-2 CORPORATION, an Indiana corporation, BRUCE J. LEVEN, an individual, MANSON CONSTRUCTION & ENGINEERING COMPANY, a Washington corporation, NATIONAL CAN CORPORATION, a Delaware corporation, NORTHWEST COOPERAGE COMPANY, INC., a Washington corporation, NORTHWEST ENVIROSERVICE, INC., a Washington corporation, RABANCO, LTD., a Washington corporation, REYNOLDS METALS COMPANY, a Delaware corporation, RST DISPOSAL CO., a Washington corporation, FRED W. RYAN, an individual, SEATTLE IRON &

NO. C92-792

COMPLAINT FOR COMPENSATORY AND DECLARATORY RELIEF

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METAL CORPORATION, a Washington corporation, WASTE MANAGEMENT OF SEATTLE, INC., a Washington corporation, and WASTE MANAGEMENT-RAINIER, INC., a Washington corporation,

Defendants.

Plaintiff for its causes of action against defendants alleges as follows:

PRELIMINARY STATEMENT

1. The City of Seattle ("the City") brings this action pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., and the Model Toxics Control Act, Chapter 70.105D RCW, to recover money the City has spent and will spend responding to the release of hazardous substances at the Midway landfill ("Midway") in Kent, Washington.

2. The City has incurred response costs at Midway to assess the extent of contamination, to control environmental damage and to avert any potential threat to human health and the environment.

3. During the period 1966 through October 1983, the defendants and transporters hired by defendants disposed of or arranged for disposal of wastes at Midway, including hazardous substances as defined by CERCLA.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter of this action pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), 28 U.S.C. § 1331 and 28 U.S.C. § 2201.

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5. Venue lies in this Court pursuant to 28 U.S.C. § 1391(b) and Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), because the release of hazardous substances occurred in King County, Washington.

PARTIES

6. The City of Seattle is a municipal corporation existing under the laws of the State of Washington.

7. Amalgamated Services, Inc., is a corporation organized under the laws of the State of Washington and is doing business in the State of Washington.

8. Until recently, Bayside Waste Hauling and Transfer Company ("Bayside") was a corporation organized under the laws of the State of Washington and was doing business in the State of Washington. Defendant Bruce J. Leven was at all relevant times the sole owner and president of Bayside. Bayside Disposal, a division or subsidiary of Bayside, disposed of waste at Midway. Upon information and belief, Bayside purchased Liquid Waste Disposal Company ("LIDCO"), which also disposed of waste at Midway. Bayside is liable under CERCLA as LIDCO's successor in interest for hazardous substances disposed of by LIDCO at Midway. Upon information and belief, Bayside has been sold and is now doing business as Waste Management of Seattle, a corporation organized under the laws of Washington.

9. The Boeing Company is a corporation organized under the laws of the State of Delaware and is doing business in the State of Washington.

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10. Crosby & Overton, Inc., is a corporation organized under the laws of the State of California and was doing business in the State of Washington prior to 1989.

11. Burlington Environmental, Inc. (formerly known as Chemical Processors, Inc.), is a corporation organized under the laws of Delaware and is doing business in the State of Washington.

12. Chevron USA, Inc., is a corporation organized under the laws of Pennsylvania and is doing business in the State of Washington.

13. Evergreen Industries is a corporation organized under the laws of the State of Washington and is doing business in the State of Washington. At all relevant times, defendant Roy Berger was the owner of Evergreen Industries.

14. Federal Way Disposal, Inc., is a corporation organized under the laws of the State of Washington and is doing business in the State of Washington.

15. General Disposal Company is a corporation organized under the laws of the State of Washington and is doing business in the State of Washington.

16. Intalco Aluminum Corporation is a corporation organized under the laws of the State of Delaware and is doing business in the State of Washington.

17. K-2 Corporation is a corporation organized under the laws of the State of Indiana and is doing business in the State of Washington.

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18. Manson Construction & Engineering Company is a corporation organized under the laws of the State of Washington and is doing business in the State of Washington.

19. National Can Corporation is a corporation organized under the laws of the State of Delaware and is doing business in the State of Washington.

20. Northwest Cooperage Company, Inc., is a corporation organized under the laws of the State of Washington and is doing business in the State of Washington.

21. Northwest Enviroservice, Inc., (formerly Northwest Tank Service) is a corporation organized under the State of Washington and is doing business in the State of Washington.

22. Rabanco, Ltd. ("Rabanco"), is a corporation organized under the laws of the State of Washington and is doing business in the State of Washington. Rabanco does business as Seattle Disposal Company. In 1982, Rabanco merged with SeaTac Disposal which, upon information and belief, had previously acquired or merged with Shaw Disposal, Inc., and Southgate Disposal. Each of these entities -- Seattle Disposal, SeaTac Disposal, Shaw Disposal, and Southgate Disposal -- disposed of wastes at Midway and Rabanco is liable under CERCLA for hazardous substances disposed of by these entities at Midway.

23. Reynolds Metals Company is a corporation organized under the laws of the State of Delaware and is doing business in the State of Washington.

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24. RST Disposal Company is a corporation organized under the laws of the State of Washington and is doing business in the State of Washington.

25. Fred W. Ryan is an individual who, upon information and belief, is or was in the waste disposal business in the State of Washington.

26. Seattle Iron & Metal Corporation is organized under the laws of the State of Washington and is doing business in the State of Washington.

27. Waste Management of Seattle, Inc. (formerly Bayside), is a corporation organized under the laws of the State of Washington and is doing business in the State of Washington.

28. Waste Management-Rainier, Inc. (formerly Rainier Disposal), is a corporation organized under the laws of the State of Washington and is doing business in the State of Washington.

FACTUAL ALLEGATIONS

29. Midway was a landfill occupying approximately 60 acres within the City of Kent in King County, Washington.

30. The City began operating Midway as a landfill in or about January 1966. It was used predominantly, but not exclusively, as a solid waste landfill. Disposal companies and businesses, including the defendants, disposed of waste, or arranged for disposal of waste, at the landfill. The City closed Midway to further disposal of waste in October 1983.

31. Defendants used Midway as a disposal site for commercial, industrial and chemical waste. Upon information and belief, the waste generated and transported by the defendants to

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Midway contained hazardous substances as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), including but not limited to, acetone, 2-butanone (MEK), benzene, ethlybenzene, toluene, vinyl chloride, xylenes, anthracene, benzo(a)pyrene, 2-methylnapthalene, phenanthrene and polychlorinated biphenyls (PCBs).

32. Beginning in 1982, the United States Environmental Protection Agency ("EPA") and the State of Washington Department of Ecology ("DOE") conducted investigations at Midway. In 1986, the agencies determined that there had been a release of hazardous substances at Midway and EPA placed Midway on the National Priorities List of Superfund Sites.

33. On or about October 7, 1986, the City and DOE entered into a Consent Order under which the City agreed, inter alia, to conduct a remedial investigation and feasibility study ("RI/FS") pursuant to the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. The RI/FS included extensive scientific and technical studies of potential environmental contamination of the air, groundwater, surface water and soils in and near the landfill. The remedial investigation determined that hazardous substances were present in leachate, groundwater, and subsurface gas in and around the landfill.

34. In 1990, the City and DOE entered into a Consent Decree under which the City agreed to proceed with the design and implementation of remedial actions. These remedial actions, with exception of ongoing monitoring, were substantially completed by the fall of 1991.

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35. The response costs incurred by the City include, but are not limited to, the costs of the RI/FS and the design and construction of response actions. The total amount of these response costs is currently estimated to be no less than $36 million. Additional response costs that may be incurred by the City include, but are not limited to, reimbursement of costs incurred by EPA and WDOE and maintenance and monitoring costs.

36. The City's response costs have been incurred in a manner that is not inconsistent with the NCP as provided in Section 107(a)(4)(A) of CERCLA, 42 U.S.C. § 9607(a)(4)(A). In the alternative, response costs incurred by the City have been necessary and incurred in a manner consistent with the NCP as provided in Section 107(a)(4)(B) of CERCLA, 42 U.S.C. § 9607(a)(4)(B).

FIRST CAUSE OF ACTION:
COST RECOVERY UNDER CERCLA § 107(a)

37. Plaintiff restates the allegations set forth in paragraphs 1 through 36.

38. Upon information and belief, each defendant or its predecessor (a) by contract, agreement or otherwise arranged for disposal, or arranged with a transporter for disposal, of hazardous substances at Midway, and/or (b) accepted hazardous substances for transport and disposal at Midway.

39. Midway is a site where hazardous substances generated or transported by defendants have been deposited, stored, disposed of and placed and is thus a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

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40. Hazardous substances at Midway have been released or pose a threat of release within the meaning of Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

41. Due to the release and threatened release of hazardous substances at Midway, the City has incurred and will continue to incur "response costs" within the meaning of Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

42. Defendants are jointly and severally liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for all past, present and future response costs incurred by the City.

SECOND CAUSE OF ACTION: MODEL TOXICS CONTROL ACT

43. Plaintiff restates the allegations contained in paragraphs 1 through 42.

44. Defendants are jointly and severally liable to the City pursuant to Chapter 70.105D RCW for all response costs incurred by the City.

THIRD CAUSE OF ACTION: DECLARATORY RELIEF

45. Plaintiff restates the allegations contained in paragraphs 1 through 44.

46. There has arisen and now exists an actual controversy between the City and defendants relating to the liability and responsibility of defendants for future response costs necessary to abate the release or threatened release of hazardous substances at Midway.

47. The incurrence of future response costs necessary to abate the release or threatened release of hazardous substances at Midway is neither unlikely nor speculative.

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48. Pursuant to 28 U.S.C. § 2201(a), the City is entitled to a declaratory judgment finding defendants jointly and severally liable for response costs to be incurred by the City.

PRAYER FOR RELIEF

WHEREFORE, the City of Seattle prays for relief as follows:

A. Judgment against defendants imposing joint and several liability for all response costs, including attorneys' fees, incurred by the City prior to entry of judgment including prejudgment interest at the rate specified in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a); and

B. Declaratory judgment that defendants are jointly and severally liable to the City for any and all response costs incurred after the date of judgment; and

C. Judgment against defendants imposing joint and several liability for the City's costs and disbursements incurred in prosecuting this action; and

D. For such other and further relief this Court deems appropriate.

DATED this 8th day of May, 1992.

MARK H. SIDRAN
City Attorney

By: Michael Rosenberger
JAMES A. TUPPER, JR.
Assistant City Attorney
WSBA #16873

MICHAEL ROSENBERGER
Assistant City Attorney
WSBA #17730

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MAY 13 1992

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

THE CITY OF SEATTLE, a municipal corporation,

Plaintiff,

v.

AMALGAMATED SERVICES, INC., a Washington corporation, ROY BERGER, an individual, BAYSIDE WASTE HAULING AND TRANSFER COMPANY, a Washington corporation, THE BOEING COMPANY, a Delaware corporation, BURLINGTON ENVIRONMENTAL, INC., a Delaware corporation, CHEVRON USA, INC., a Pennsylvania corporation, CROSBY & OVERTON, INC., a California corporation, EVERGREEN INDUSTRIES, a Washington corporation, FEDERAL WAY DISPOSAL, INC., a Washington corporation, GENERAL DISPOSAL COMPANY, a Washington corporation, INTALCO ALUMINUM CORPORATION, a Delaware corporation, K-2 CORPORATION, an Indiana corporation, BRUCE J. LEVEN, an individual, MANSON CONSTRUCTION & ENGINEERING COMPANY, a Washington corporation, NATIONAL CAN CORPORATION, a Delaware corporation, NORTHWEST COOPERAGE COMPANY, INC., a Washington corporation, NORTHWEST ENVIROSERVICE, INC., a Washington corporation, RABANCO, LTD., a Washington corporation, REYNOLDS METALS COMPANY, a Delaware corporation, RST DISPOSAL CO., a Washington corporation, FRED W. RYAN, an individual, SEATTLE IRON &

NO. C92-792

COMPLAINT FOR COMPENSATORY AND DECLARATORY RELIEF

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METAL CORPORATION, a Washington corporation, WASTE MANAGEMENT OF SEATTLE, INC., a Washington corporation, and WASTE MANAGEMENT-RAINIER, INC., a Washington corporation,

Defendants.

Plaintiff for its causes of action against defendants alleges as follows:

PRELIMINARY STATEMENT

1. The City of Seattle ("the City") brings this action pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., and the Model Toxics Control Act, Chapter 70.105D RCW, to recover money the City has spent and will spend responding to the release of hazardous substances at the Midway landfill ("Midway") in Kent, Washington.

2. The City has incurred response costs at Midway to assess the extent of contamination, to control environmental damage and to avert any potential threat to human health and the environment.

3. During the period 1966 through October 1983, the defendants and transporters hired by defendants disposed of or arranged for disposal of wastes at Midway, including hazardous substances as defined by CERCLA.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter of this action pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), 28 U.S.C. § 1331 and 28 U.S.C. § 2201.

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PARTIES

6. The City of Seattle is a municipal corporation existing under the laws of the State of Washington.

7. Amalgamated Services, Inc., is a corporation organized under the laws of the State of Washington and is doing business in the State of Washington.

8. Until recently, Bayside Waste Hauling and Transfer Company ("Bayside") was a corporation organized under the laws of the State of Washington and was doing business in the State of Washington. Defendant Bruce J. Leven was at all relevant times the sole owner and president of Bayside. Bayside Disposal, a division or subsidiary of Bayside, disposed of waste at Midway. Upon information and belief, Bayside purchased Liquid Waste Disposal Company ("LIDCO"), which also disposed of waste at Midway. Bayside is liable under CERCLA as LIDCO's successor in interest for hazardous substances disposed of by LIDCO at Midway. Upon information and belief, Bayside has been sold and is now doing business as Waste Management of Seattle, a corporation organized under the laws of Washington.

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20. Northwest Cooperage Company, Inc., is a corporation organized under the laws of the State of Washington and is doing business in the State of Washington.

21. Northwest Enviroservice, Inc., (formerly Northwest Tank Service) is a corporation organized under the State of Washington and is doing business in the State of Washington.

22. Rabanco, Ltd. ("Rabanco"), is a corporation organized under the laws of the State of Washington and is doing business in the State of Washington. Rabanco does business as Seattle Disposal Company. In 1982, Rabanco merged with SeaTac Disposal which, upon information and belief, had previously acquired or merged with Shaw Disposal, Inc., and Southgate Disposal. Each of these entities -- Seattle Disposal, SeaTac Disposal, Shaw Disposal, and Southgate Disposal -- disposed of wastes at Midway and Rabanco is liable under CERCLA for hazardous substances disposed of by these entities at Midway.

23. Reynolds Metals Company is a corporation organized under the laws of the State of Delaware and is doing business in the State of Washington.

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(206) 233-2199

24. RST Disposal Company is a corporation organized under the laws of the State of Washington and is doing business in the State of Washington.

25. Fred W. Ryan is an individual who, upon information and belief, is or was in the waste disposal business in the State of Washington.

26. Seattle Iron & Metal Corporation is organized under the laws of the State of Washington and is doing business in the State of Washington.

27. Waste Management of Seattle, Inc. (formerly Bayside), is a corporation organized under the laws of the State of Washington and is doing business in the State of Washington.

28. Waste Management-Rainier, Inc. (formerly Rainier Disposal), is a corporation organized under the laws of the State of Washington and is doing business in the State of Washington.

FACTUAL ALLEGATIONS

29. Midway was a landfill occupying approximately 60 acres within the City of Kent in King County, Washington.

30. The City began operating Midway as a landfill in or about January 1966. It was used predominantly, but not exclusively, as a solid waste landfill. Disposal companies and businesses, including the defendants, disposed of waste, or arranged for disposal of waste, at the landfill. The City closed Midway to further disposal of waste in October 1983.

31. Defendants used Midway as a disposal site for commercial, industrial and chemical waste. Upon information and belief, the waste generated and transported by the defendants to

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Midway contained hazardous substances as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), including but not limited to, acetone, 2-butanone (MEK), benzene, ethlybenzene, toluene, vinyl chloride, xylenes, anthracene, benzo(a)pyrene, 2-methylnapthalene, phenanthrene and polychlorinated biphenyls (PCBs).

32. Beginning in 1982, the United States Environmental Protection Agency ("EPA") and the State of Washington Department of Ecology ("DOE") conducted investigations at Midway. In 1986, the agencies determined that there had been a release of hazardous substances at Midway and EPA placed Midway on the National Priorities List of Superfund Sites.

33. On or about October 7, 1986, the City and DOE entered into a Consent Order under which the City agreed, inter alia, to conduct a remedial investigation and feasibility study ("RI/FS") pursuant to the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. The RI/FS included extensive scientific and technical studies of potential environmental contamination of the air, groundwater, surface water and soils in and near the landfill. The remedial investigation determined that hazardous substances were present in leachate, groundwater, and subsurface gas in and around the landfill.

34. In 1990, the City and DOE entered into a Consent Decree under which the City agreed to proceed with the design and implementation of remedial actions. These remedial actions, with exception of ongoing monitoring, were substantially completed by the fall of 1991.

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35. The response costs incurred by the City include, but are not limited to, the costs of the RI/FS and the design and construction of response actions. The total amount of these response costs is currently estimated to be no less than $36 million. Additional response costs that may be incurred by the City include, but are not limited to, reimbursement of costs incurred by EPA and WDOE and maintenance and monitoring costs.

36. The City's response costs have been incurred in a manner that is not inconsistent with the NCP as provided in Section 107(a)(4)(A) of CERCLA, 42 U.S.C. § 9607(a)(4)(A). In the alternative, response costs incurred by the City have been necessary and incurred in a manner consistent with the NCP as provided in Section 107(a)(4)(B) of CERCLA, 42 U.S.C. § 9607(a)(4)(B).

FIRST CAUSE OF ACTION:
COST RECOVERY UNDER CERCLA § 107(a)

37. Plaintiff restates the allegations set forth in paragraphs 1 through 36.

38. Upon information and belief, each defendant or its predecessor (a) by contract, agreement or otherwise arranged for disposal, or arranged with a transporter for disposal, of hazardous substances at Midway, and/or (b) accepted hazardous substances for transport and disposal at Midway.

39. Midway is a site where hazardous substances generated or transported by defendants have been deposited, stored, disposed of and placed and is thus a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

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40. Hazardous substances at Midway have been released or pose a threat of release within the meaning of Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

41. Due to the release and threatened release of hazardous substances at Midway, the City has incurred and will continue to incur "response costs" within the meaning of Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

42. Defendants are jointly and severally liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for all past, present and future response costs incurred by the City.

SECOND CAUSE OF ACTION: MODEL TOXICS CONTROL ACT

43. Plaintiff restates the allegations contained in paragraphs 1 through 42.

44. Defendants are jointly and severally liable to the City pursuant to Chapter 70.105D RCW for all response costs incurred by the City.

THIRD CAUSE OF ACTION: DECLARATORY RELIEF

45. Plaintiff restates the allegations contained in paragraphs 1 through 44.

46. There has arisen and now exists an actual controversy between the City and defendants relating to the liability and responsibility of defendants for future response costs necessary to abate the release or threatened release of hazardous substances at Midway.

47. The incurrence of future response costs necessary to abate the release or threatened release of hazardous substances at Midway is neither unlikely nor speculative.

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48. Pursuant to 28 U.S.C. § 2201(a), the City is entitled to a declaratory judgment finding defendants jointly and severally liable for response costs to be incurred by the City.

PRAYER FOR RELIEF

WHEREFORE, the City of Seattle prays for relief as follows:

A. Judgment against defendants imposing joint and several liability for all response costs, including attorneys' fees, incurred by the City prior to entry of judgment including prejudgment interest at the rate specified in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a); and

B. Declaratory judgment that defendants are jointly and severally liable to the City for any and all response costs incurred after the date of judgment; and

C. Judgment against defendants imposing joint and several liability for the City's costs and disbursements incurred in prosecuting this action; and

D. For such other and further relief this Court deems appropriate.

DATED this 8th day of May, 1992.

MARK H. SIDRAN
City Attorney

By: Michael Rosenberger
JAMES A. TUPPER, JR.
Assistant City Attorney
WSBA #16873

MICHAEL ROSENBERGER
Assistant City Attorney
WSBA #17730

SEATTLE CITY ATTORNEY
Environmental Protection Section
1111 Third Avenue, Suite 2640
Seattle, Washington 98101
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SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Agreement"), made and entered into as of this _____ day of December, 1993, is by and between THE CITY OF SEATTLE, a municipal corporation (all hereinafter "City"), and Northwest Cooperage Company, Inc. (hereinafter "Northwest Cooperage" or "Defendant").

PREAMBLE

The City filed a Complaint against Northwest Cooperage and other defendants under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq., and the Model Toxics Control Act ("MTCA"), RCW Chapter 70.105D, in the United States District Court for the Western District of Washington at Seattle under Cause No. C-92-792 (the "Lawsuit"). The City brought the lawsuit to recover money the City spent and will spend responding to the release of hazardous substances at the Midway Landfill located in Kent, Washington ("Midway Landfill").

The parties to this Agreement now wish to resolve all claims by and between them and certain third party claims against Northwest Cooperage.

DEFINITIONS

As used in this Agreement, the defined terms set forth below shall have the following meanings:

"Consent Decree" means the court-approved agreement negotiated with Ecology for the cleanup and assessment of the Midway

Landfill entered on June 29, 1990 and any amendments thereto. The term "Consent Decree" also includes any other administrative agreements entered into by the City with the Washington State Department of Ecology ("Ecology") related to the Midway Landfill.

"Execution" means that both parties have signed original counterparts of this Agreement and have delivered counterpart originals to the addresses set forth in section 14 below.

"Remedial Action Costs" means, without limitation, all costs (past, present and future) incurred by the City related to the Midway Landfill, including costs incurred to carry out the provisions of the Consent Decree. Without limitation, the following past and future costs are considered Remedial Action Costs under this Agreement: the cost of implementing the Consent Decree, including, but not limited to, further studies or data collection, sampling, analysis, consultant fees and contractor costs, costs of materials and supplies, remedial investigation and feasibility study ("RI/FS") costs, response costs, costs of removal and disposal of contaminants, equipment rental and/or purchase, engineering and construction costs, and operation and maintenance of any portion of the cleanup action or monitoring of the environmental conditions during and after the completion of the cleanup.

Without limitation, "Remedial Action Costs" shall also include any "oversight" costs related to the cleanup that are claimed by Ecology or the United States or its agencies and all costs relating to the operation of any reopener clause set forth

in the Consent Decree. In addition, "Remedial Action Costs" include all long-term monitoring costs at the Midway Landfill. In the event that additional actions (e.g., removal or treatment of wastes or treatment of soils or groundwater) are required under the Consent Decree or are undertaken by any person or entity, costs associated with such action shall be considered Remedial Action Costs.

"Losses and Costs" means all claims relating, in any way, to the Midway Landfill that were incurred by the City in the past, at present, or in the future including, without limitation, damages, indemnification, contribution, reimbursement, diminished value (past and future), loss of use (past and future), lost income (past and future), costs incurred or paid pursuant to the RI/FS for the Midway Landfill, including direct and indirect agency and governmental costs, such as agency support costs as defined in MTCA, RCW Chapter 70.105D, and all attorneys' and other professional fees, costs and expenses that will be incurred in the future and any and all other claims past, present and future for relief, restitution and/or other damages by any person or entity.

AGREEMENT

The parties hereto agree as follows:

1. Payments. Northwest Cooperage agrees to pay Seattle $285,000 within thirty days of the execution of the Agreement, in consideration for the release, indemnification and other terms provided herein.

2. Release by Seattle. Except as set forth above, the City hereby fully and unconditionally releases, acquits, and forever discharges Northwest Cooperage from any and all claims, including without limitation, claims for indemnity, contribution or subrogation, debts, actions, damages of whatsoever kind or nature, accountings, demands and liabilities, whether liquidated or unliquidated, contingent or non-contingent, known or unknown, foreseen or unforeseen, by the City in any way arising out of the facts and allegations set forth in, or related, in any way, to the Lawsuit, or that are based upon or otherwise related, in any way, to the presence of hazardous substances, petroleum products, environmental contamination, or other environmental conditions, occurring upon, beneath, originating from or otherwise relating to the land, buildings and improvements located at the Midway Landfill. This release further includes, without limitation, all claims, debts, actions, damages and costs of any and all types relating to the cleanup of the Midway Landfill, the negotiation and/or implementation of the Consent Decree, all Remedial Action Costs and all Losses and Costs.

Northwest Cooperage and the City agree that all of Northwest Cooperage's wastewater treatment sludge that was generated between 1966 and October 1983 and deposited at any facility owned or operated by the City for the handling or disposal of waste ultimately was deposited at Midway Landfill and liability for this is covered by this Agreement.

3. Release by Northwest Cooperage. Except as set forth below, Northwest Cooperage hereby fully and unconditionally releases, acquits, and forever discharges the City from any and all claims, including without limitation, claims for indemnity, contribution or subrogation, debts, actions, damages of whatsoever kind or nature, accountings, demands and liabilities, whether liquidated or unliquidated, contingent or non-contingent, known or unknown, foreseen or unforeseen, by Northwest Cooperage in any way arising out of the facts and allegations set forth in, or related, in any way, to the Lawsuit, or that are based upon or otherwise related, in any way, to the presence of hazardous substances, petroleum products, environmental contamination, or other environmental conditions, occurring upon, beneath, originating from or otherwise relating to the land, buildings and improvements located at the Midway Landfill. This release further includes, without limitation, all claims, debts, actions, damages and costs of any and all types relating to the cleanup of the Midway Landfill, the negotiation and/or implementation of the Consent Decree, all Remedial Action Costs and all Losses and Costs.

4. Indemnification and Hold Harmless. As part of the consideration for this Agreement, the City agrees to indemnify and hold Northwest Cooperage harmless (except as otherwise set forth in this paragraph) from all claims (past, present and future) of any and all persons, firms, corporations, governments, agencies or other entities arising by virtue of the statutes of the State of Washington, the United States of America, by common law, by

contract, regulation, ordinance, administrative proceeding, right of indemnification, contribution, subrogation or otherwise, arising out of or relating, in any way, to (i) the subject matter of the Lawsuit, including, without limitation, all claims, cross-claims and counterclaims, past, present and future, that were raised, or that could be raised, in the Lawsuit, or (ii) the Midway Landfill site. Notwithstanding the foregoing, the City's indemnification of Northwest Cooperage set forth in this paragraph does not include the following: (i) a duty to defend Northwest Cooperage or indemnification for fees and costs incurred by any attorneys retained by Northwest Cooperage; (ii) natural resource damages, if any, under CERCLA, 42 U.S.C. § 9601 et seq. or MTCA, RCW 70.105D.010 et seq.; or (iii) third-party landowner claims of any nature whatsoever against Northwest Cooperage by landowners in the vicinity of the Midway Landfill.

5. Dismissal of All Claims. The parties to this agreement shall, within ten (10) days of payment of the settlement amount, execute and file and/or direct their attorneys to execute and file all instruments or other documents reasonably requested for purposes of dismissing the City's claims against Northwest Cooperage and Northwest Cooperage's claims against the City raised in the Lawsuit with prejudice and without costs, with said instruments including but not being limited to a stipulation and order of dismissal.

6. Assignments. The City represents and warrants that it has not assigned or otherwise transferred or subrogated any

interest in any claims which are related in any way to the subject matter of this Agreement.

7. Representations. The City and Northwest Cooperage acknowledge that no other party or person, nor any agent or attorney of any party or person, has made any promise, representation or warranty whatsoever, express or implied, not contained in this Agreement concerning the subject matter hereof, to induce the City or Northwest Cooperage to execute this Agreement, except for Northwest Cooperage's settlement with its insurers regarding the liability arising from the Lawsuit. The City and Northwest Cooperage further acknowledge that they have not executed this Agreement in reliance on any such promise, representation, or warranty not contained herein.

8. No Admission of Liability. This Agreement is a compromise and shall not be construed as an admission by Northwest Cooperage or the City of (i) liability to any person and/or entity, (ii) breach of any agreement or (iii) violation of any law, rule or regulation.

9. Not Enforceable by Third Parties. This Agreement is neither expressly nor impliedly intended for the benefit of any third party, and is neither expressly nor impliedly enforceable by any third party, including, but not limited to, local, state and federal governments and/or agencies.

10. Voluntary Execution. In executing this Agreement, the City and Northwest Cooperage acknowledge that (i) they have consulted with their duly licensed and competent attorneys, and

that they have executed this Agreement after independent investigation, voluntarily and without fraud, misrepresentation, duress or undue influence, and (ii) they exclusively consent that this Agreement be given full force and effect according to each and every one of its express terms and provisions.

11. Authority to Execute. Each person executing this Agreement on behalf of another person, corporation, municipality, entity or other organization represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of such person, entity, corporation, municipality or organization. The City and Northwest Cooperage each represent and warrant to each other that no consent of any person or entity not a party to this Agreement is necessary in order for this Agreement to be fully and completely binding upon the City and Northwest Cooperage respectively.

12. Notice Period. Any demand, request or notice which either party to this Agreement desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express or ABC Messenger Service), or three (3) days after being deposited in the United States Mail, in registered or certified form, postage prepaid, return receipt requested and addressed as follows:

TO: The City of Seattle
c/o James A. Tupper, Jr.
Assistant City Attorney
Environmental Protection Section
600 Fourth Avenue, 10th Floor
Seattle, WA 98104-1877

TO: Northwest Cooperage Co., Inc.
c/o Herman Trotsky
7152 First Avenue South
Seattle, WA 98108

13. Entire Agreement. This Agreement contains the entire understanding between the parties hereto and supersedes any prior understandings and agreements between the parties with respect to the subject matter hereof. There are no other representations, agreements, arrangements or understandings, verbal or written, between and among the parties hereto, or any of them, relating to the subject matter of this Agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties hereto subsequent to the date of this Agreement.

14. Construction. Any titles or captions of paragraphs contained in this Agreement are for convenience and reference only. The words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

15. Binding Nature of Agreement. Except as otherwise herein provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, the heirs, executors, administrators, successors, assigns and all persons now or hereafter holding

or having all or any part of the interest of a party to this Agreement.

16. Enforcement. If either the City or Northwest Cooperage fails to perform any or all of its obligations under this Agreement, this Agreement nonetheless remains binding. Each party to this Agreement has, and expressly reserves, the right to sue to compel performance, or to recover all costs and damages, including attorney's fees and costs, which it has incurred as a result of the other party to this Agreement's breach.

17. No Waiver of Breach. Either party to this Agreement's failure to enforce a term or condition of this Agreement does not constitute a waiver of that party's remedies for any breach of this Agreement. A party to this Agreement's waiver of one or more terms or conditions of this Agreement does not constitute a waiver of any other terms or conditions of this Agreement.

18. Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Washington. Venue for all disputes shall be King County, Washington.

19. Counterpart Originals. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.

20. Amendments. Amendments to this Agreement shall become effective upon execution of a written amendment.

WE CERTIFY THAT WE HAVE REVIEWED THIS DOCUMENT AND AGREE TO BE LEGALLY BOUND BY IT.

CITY OF SEATTLE

By _____
Gary Zarker, Director
Seattle Engineering Department

NORTHWEST COOPERAGE CO., INC.

By _____
Herman Trotsky, Vice President
and General Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Gary Zarker is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of the Engineering Department of THE CITY OF SEATTLE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1/4/94

_____
Thomas R. Lorenz
(Print or Type Name)
NOTARY PUBLIC in and for the State of Washington, residing at Seattle
My appointment expires May 30, 1997

L.S.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Herman Trotsky is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President and General Manager of Northwest Cooperage Company, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1-13-94

Rosemary M. Alderete

Rosemary M. Alderete
(Print or Type Name)
NOTARY PUBLIC in and for the State of Washington, residing at Seattle, WA
My appointment expires 7-15-97

ENTERED ON DOCKET
FEB 23 1994
By Deputy

FILED
LODGED
ENTERED
RECEIVED

FEB 22 1994
AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

FILED
ENTERED
RECEIVED
JAN 27 1994
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

The Honorable Carolyn R. Dimmick

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

CITY OF SEATTLE, Plaintiffs, vs. AMALGAMATED SERVICES, INC., et al., Defendants.	NO. C92-792D ORDER DISMISSING CONTRIBUTION CROSS-CLAIMS AGAINST SETTLING DEFENDANT NORTHWEST COOPERAGE [~~PROPOSED~~]

THIS MATTER comes before the Court on the motion of Northwest Cooperage Co., Inc., a defendant that has settled with plaintiff, City of Seattle, to have all cross-claims for contribution dismissed with prejudice. The Court having considered the papers submitted in support of that motion and any papers submitted in opposition, the records and files herein, and being duly advised, NOW, THEREFORE,

ORIGINAL

BARRETT HALE & GILMAN
Attorneys at Law
999 Third Avenue
3600 First Interstate Center
Seattle WA 98104-4009
(206) 464-1900

380

IT IS ORDERED that the motion is GRANTED and accordingly, all cross-claims for contribution asserted in this action against Northwest Cooperage Co., Inc. shall be dismissed with prejudice.

IT IS SO ORDERED THIS 22 day of February, 1994.

Carolyn R Dimitr

United States District Judge

Presented by:

Steven W. Hale (WSBA #5993)
Anne F. Ackenhusen (WSBA #14899), of
BARRETT HALE & GILMAN
Attorneys for Defendant Northwest
Cooperage Co., Inc.

BARRETT HALE & GILMAN
Attorneys at Law
999 Third Avenue
3600 First Interstate Center
Seattle WA 98104-4009
(206) 464-1900

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement"), effective November 5, 1993, is entered into between NORTHWEST COOPERAGE COMPANY, INC. ("Northwest Cooperage") and CONSOLIDATED AMERICAN INSURANCE COMPANY ("Consolidated American"), EMPLOYERS INSURANCE OF WAUSAU ("Wausau"), FEDERAL INSURANCE COMPANY ("Federal") and UNITED STATES FIDELITY & GUARANTY COMPANY ("USF&G") (individually and collectively the "Insurers").

RECITALS

A. The Insurers allegedly issued the following comprehensive general liability policies to Northwest Cooperage for the periods set forth below (the "Policies"):

Insurer	Policy Number	Coverage Period
USF&G	1CC C41891	3/1/79-3/1/80
USF&G	1CC D10898	3/1/80-3/1/81
USF&G	1CC D92875	3/1/81-4/8/82
Federal	GLP (83)73021168	4/8/82-4/8/83
Federal	GLP (84)73021168	4/8/83-4/8/84
Wausau	232502043267	4/8/84-4/8/85
Consolidated American	CAL 171600	4/8/85-4/8/86

B. The City of Seattle ("City") filed a Complaint against Northwest Cooperage and others in the United States District Court for the Western District of Washington at

Seattle, Cause No. C92-792D. In that action (the "Midway Litigation"), the City sought to recover money it had spent and will spend responding to the release of hazardous substances at the Midway Landfill located in Kent, Washington under the Comprehensive Environmental Response, Compensation and Liability Act and the Model Toxics Control Act.

C. Thereafter, Northwest Cooperage demanded that the Insurers defend and indemnify Northwest Cooperage with respect to the Midway Litigation. The Insurers responded to Northwest Cooperage's claim, issuing a full reservation of rights prior to this settlement. On July 9, 1993, Northwest Cooperage filed a Complaint for Damages and for Declaratory Relief against Federal, Wausau and Consolidated in the United States District Court for the Western District of Washington at Seattle, Civil Action No. C93-947C, seeking a declaration regarding their defense and indemnity obligations and reimbursement for past defense costs (the "Declaratory Judgment Action").

D. The Insurers dispute that the Policies provide Northwest Cooperage with defense or indemnity coverage for the Midway Litigation.

E. On November 5, 1993, there was a mediation of the Midway Litigation. Northwest Cooperage and the Insurers attended. During this mediation, an agreement was reached to settle both the Declaratory Judgment Action and the Midway Litigation. Northwest Cooperage's agreement with the City to

settle the Midway Litigation was made in reliance upon a settlement with the Insurers of the Declaratory Judgment Action on the terms and conditions set forth herein.

F. Northwest Cooperage and the Insurers have agreed to resolve all disputes between them arising out of Northwest Cooperage's actual or potential liability for any Environmental Claims relating to the Midway Landfill, and herein reduce their agreement to writing.

DEFINITIONS

A. "Environmental Claim(s)" shall mean any claim, demand, action, suit or proceeding in connection with the Midway Landfill, whether at law or in equity, and whether sounding in tort, contract, equity, nuisance, trespass, negligence, strict liability or any statutory or common law cause of action of any sort, involving alleged, actual, threatened or potential pollution, contamination or other injurious environmental condition, or exposure to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants, or other injurious environmental condition, or any form of toxic, hazardous or injurious substance or material including without limitation, any "hazardous waste" as that term is defined in 42 U.S.C. § 9601 ("injurious agents"). Environmental claims shall also include, without limitation, any liability, obligation,

expenditure or other sums which Northwest Cooperage has in the past, is now, or may in the future incur or become liable for, as a result of or arising out of conditions at, or emanating from the Midway Landfill, including:

1. Remediation of any injurious environmental condition, including without limitation, the cleanup, removal, containment, treatment, detoxification, neutralization, investigation, study, prevention, mitigation, restitution or remediation thereof, whether voluntary or involuntary or pursuant to any governmental order (consensual or otherwise), decree, judgment or other compulsion and whether undertaken by Northwest Cooperage, or by some other entity at Northwest Cooperage's expense;

2. Past, present or future cost or expense to defend, test, monitor, clean up, remove, contain, detoxify, neutralize or in any way respond to, react to, or assess the effects of actual, alleged or threatened pollution, contamination, or other injury to the environment or exposure to pollution, contamination or other injurious environmental condition;

3. Alleged, actual, threatened or potential bodily injury including without limitation disease, sickness, illness, mental or emotional injury or death; alleged, actual, threatened or potential personal injury; alleged, actual, threatened

or potential claims for workers' compensation; alleged, actual, threatened or potential damage to, destruction of, or loss of natural resources; or alleged, actual, threatened or potential damage to, destruction of, diminution in value or loss of use of any property.

COVENANTS

Therefore, in consideration of their mutual covenants, Northwest Cooperage and the Insurers agree as follows:

1. The Insurers shall collectively, within thirty days of the effective date of this Agreement, pay Two Hundred Twenty-Eight Thousand Dollars ($228,000) to Northwest Cooperage Co., Inc. The specific contribution of each Insurer is as follows:

Insurer	Contribution
USF&G	$52,616
Federal	65,770
Wausau	54,807
Consolidated American	54,807

2. The Insurers agree to pay Northwest Cooperage's defense costs in the Midway Litigation, as set forth herein, until an order is entered dismissing the City's claims. These defense costs include Northwest Cooperage's reasonable attorneys' fees and costs and Northwest Cooperage's share of the Joint Defense Group expenditures (the "JDG assessment").

3. Northwest Cooperage agrees to withdraw from the Joint Defense Group ("JDG") at the earliest time permissible under the JDG agreement. Northwest Cooperage gave notice of its withdrawal to the JDG on November 8, 1993. The Insurers shall pay Northwest Cooperage's JDG assessments through the time Northwest Cooperage's withdrawal becomes effective.

4. The Insurers have reimbursed Northwest Cooperage in full for defense costs incurred prior to August 9, 1993. The Insurers agree to pay Northwest Cooperage's reasonable attorneys' fees from August 9, 1993 until the entry of the order dismissing Northwest Cooperage in the Midway Litigation at the interim rates set forth in the letter from Steven Hale to John Fisher of Federal dated August 23, 1993. The Insurers' share of the defense costs shall be paid to Northwest Cooperage within 30 days of submission of the bills on Northwest Cooperage's behalf. Some of these fees already have been paid.

5. The Insurers acknowledge that 30 days has elapsed since the submission to them of bills for the attorneys' fees and costs incurred by Northwest Cooperage through August 31, 1993 and the submission of JDG assessments whose cover letters bear a date of September 21, 1993 or earlier. The Insurers agree to pay these defense costs on or before the closing of this settlement.

6. Northwest Cooperage waives its claim against the Insurers for reimbursement of attorneys' fees incurred after

August 9, 1993 in the Midway Litigation above the interim rates agreed upon with the Insurers. Northwest Cooperage further waives its claim against the Insurers pursuant to the doctrine set forth in Olympic Steamship Co. v. Centennial Insurance Co., 117 Wn.2d 37, 811 P.2d 673 (1991), for reimbursement of the attorneys' fees and costs incurred in the Declaratory Judgment Action.

7. In consideration of the payments by The Insurers described in paragraphs 1 through 5 above, and the mutual release of rights contained herein, Northwest Cooperage, on its own behalf, and on behalf of its employees, officers, directors, agents, attorneys, successors, assigns, parent companies, subsidiaries, subrogees, and any other person claiming under any of the Insurers' policies, does hereby fully and forever release and discharge the Insurers and their employees, officers, directors, agents, and attorneys from the following:

a. All claims and causes of action of any kind, known and unknown, anticipated and unanticipated, involving Environmental Claims arising out of, or in any way connected with, the Midway Landfill.

b. All claims for compensatory, punitive, or statutory damages based upon any allegations of bad faith, unfair claim practice, unfair trade practice or other act or failure to act in connection with the investigation, handling,

adjustment, litigation or settlement of these Environmental Claims.

8. Northwest Cooperage agrees to indemnify Insurers from any claim or action for contribution, indemnity or allocation brought against Insurers by any insurer that issued or allegedly issued comprehensive general liability policies to Northwest Cooperage not identified in Paragraph A above, to the extent such claim or action relates to any matter released in Paragraph 7a above. Insurers warrant they are not obligated under any agreement to pay any other insurers' costs or obligations related to the matters released in Paragraph 7a. Insurers further warrant they do not know of any existing or threatened claims against them by other insurers for contribution or indemnity related to the matters released in Paragraph 7a. Insurers agree to notify Northwest Cooperage promptly in the event a claim or action is made against any of them which might trigger this indemnity provision, to keep Northwest Cooperage advised of the progress of such claim, and to grant Northwest Cooperage the sole and exclusive right to compromise and settle such claim at Northwest Cooperage's cost and expense.

9. Northwest Cooperage and the Insurers acknowledge that the claims made against one another in the Declaratory Judgment Action have been dismissed by the Court with prejudice and without costs.

10. Northwest Cooperage and the Insurers understand and agree that this Agreement constitutes the sole and complete agreement between them with regard to this matter and shall not be subject to modification, except in writing signed by all parties affected by the modification or their successors.

11. This Agreement shall be construed and interpreted under the laws of the State of Washington. Venue for all disputes shall be King County, Washington.

12. The parties to this Agreement and their counsel participated in drafting this Agreement; therefore, the Agreement shall not be construed or interpreted in favor or against either Northwest Cooperage or the Insurers.

13. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14. Each of the signatories on behalf of each party represents and warrants:

a. That he/she is fully authorized to enter into this Agreement;

b. That he/she has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or other internal approval is necessary;

c. That the making and performance of this Agreement will not violate any provision of law or of their respective articles of incorporation, charter or by-laws;

d. That he/she has read this entire Agreement and knows the contents hereof, that the terms hereof are contractual and not merely recitals, and that he/she has signed this Agreement of his/her own free act; and

e. That in making this Agreement, he/she has obtained the advice of legal counsel.

15. This Agreement may be executed in counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts. When the Agreement has been signed by all parties and an executed original with each party's signature has been given to Northwest Cooperage, the Agreement is fully executed.

16. The payments by Insurers described above and its receipt by Northwest Cooperage is for the compromise of disputed claims, and neither such payment nor its receipt shall be construed as an admission by any party that any coverage or obligation to pay exists or does not exist under any of the Insurers' policies for defense or indemnity. By entering into this Agreement, insurers do not admit that they have any

liability or obligation to Northwest Cooperage or to any other person arising out of or in connection with this Environmental Claim.

17. This Agreement is not intended to be, nor shall it be construed as, an admission with respect to policy interpretation or as an admission by any party regarding any duties, rights or obligations for any future claims that might be presented under the Insurers' policies. Nothing in this Agreement shall be deemed to constitute a waiver or an estoppel of any right of any party to assert any claim or defense, with respect to any future claims, under the Insurers' policies.

18. All matters relating to the existence, terms and negotiations of this Agreement shall be confidential and none of the parties hereto, nor their respective employees, agents or attorneys shall disclose such information to any other person without the prior written consent of the other parties, unless such disclosure is required by operation of law, except that disclosure may be made to the parties' attorneys, accountants, financial institutions, insurers, reinsurers, auditors and related business entities provided that such recipient is informed prior to disclosure of the confidential nature of the Agreement and agrees to be bound by this confidentiality provision. In the event that any party believes such a disclosure to be required by law, and is not otherwise permitted hereunder, it shall give at least thirty (30) days written

notice to the other parties prior to disclosing such information; except that such notice must be given within seventy-two (72) hours of receipt of the request for disclosure if the time for making the disclosure is less than thirty (30) days.

19. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered or three (3) days after being deposited in the United States mail in registered or certified form, postage prepaid, return receipt requested, to the parties at the addresses noted below or such other address as a party may designate in writing from time to time:

Employers Insurance of Wausau
c/o Wausau Insurance Companies
Attn: Paul Keyser, Environmental Claims
901 Warrenville Road, Suite 500
Lisle, IL 60532-4307
Telecopier: (708) 719-0770

Federal Insurance Company
c/o Chubb Group of Insurance Companies
Attn: John Fisher, Environmental Claims
Encino Terrace Center
15821 Ventura Boulevard, #220
Encino, CA 91436-2924
Telecopier: (818) 906-6480

United States Fidelity and Guaranty Company
Attn: Sandi Dale
100 Light Street
Baltimore, MD 21202
Telecopier: (410) 547-3164

1036M

Consolidated American Insurance Company
c/o The Seibels Bruce Insurance Company
Attn: Ray A. Clayton
1501 Lady Street
Columbia, SC 29201
Telecopier: (803) 748-2483

Northwest Cooperage Company, Inc.
Attention: Herman Trotsky, Vice President
and General Manager
7152 First Avenue South
Seattle, WA
Telecopier: (206) 763-2699

NORTHWEST COOPERAGE CO., INC.

By Herman Trotsky
Herman Trotsky
Vice President and General
Manager

SIGNED and AFFIRMED to before me this 13th day of January, 1994 by HERMAN TROTSKY.

ROSEMARY M. ALDERETE
COMMISSION EXPIRES
NOTARY
PUBLIC
7-15-97
STATE OF WASHINGTON

Rosemary M. Alderete
Rosemary M. Alderete (Typed Name)
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, residing at
Seattle, Washington.
Commission expires: 7-15-97

CONSOLIDATED AMERICAN INSURANCE CO.

By_____
_____
_____(Title)

1036M

Consolidated American Insurance Company
c/o The Seibels Bruce Insurance Company
Attn: Ray A. Clayton
1501 Lady Street
Columbia, SC 29201
Telecopier: (803) 748-2483

Northwest Cooperage Company, Inc.
Attention: Herman Trotsky, Vice President
and General Manager
7152 First Avenue South
Seattle, WA
Telecopier: (206) 763-2699

NORTHWEST COOPERAGE CO., INC.

By_____
Herman Trotsky
Vice President and General
Manager

SIGNED and AFFIRMED to before me this _____ day of January, 1994 by HERMAN TROTSKY.

_____
_____(Typed Name)
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, residing at
_____.
Commission expires:_____

CONSOLIDATED AMERICAN INSURANCE CO.

By Ray A. Clayton
Ray A. Clayton
Home Office Examiner (Title)

1036M

Consolidated American Insurance Company
c/o The Seibels Bruce Insurance Company
Attn: Ray A. Clayton
1501 Lady Street
Columbia, SC 29201
Telecopier: (803) 748-2483

Northwest Cooperage Company, Inc.
Attention: Herman Trotsky, Vice President
and General Manager
7152 First Avenue South
Seattle, WA
Telecopier: (206) 763-2699

NORTHWEST COOPERAGE CO., INC.

By _____
Herman Trotsky
Vice President and General
Manager

SIGNED and AFFIRMED to before me this 13th day of January, 1994 by HERMAN TROTSKY.

_____
Rosemary M. Alderete (Typed Name)
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, residing at
Seattle, Washington.
Commission expires: 7-15-97

CONSOLIDATED AMERICAN INSURANCE CO.

By _____
_____
_____(Title)

1036M

SIGNED and AFFIRMED to before me this XX day of January, 1994 by _____.

Pleasant C. Overby, III
_____(Typed Name)
NOTARY PUBLIC IN AND FOR THE STATE OF South Carolina, residing at _____.
Commission expires: My Commission Expires August 28, 1996

EMPLOYERS INSURANCE OF WAUSAU

By_____
_____
_____(Title)

SIGNED and AFFIRMED to before me this _____ day of January, 1994 by _____.

_____
_____(Typed Name)
NOTARY PUBLIC IN AND FOR THE STATE OF _____, residing at _____.
Commission expires:_____

FEDERAL INSURANCE COMPANY

By_____
_____
_____(Title)

SIGNED and AFFIRMED to before me this 13 day of January, 1994 by _____.

_____(Typed Name)
NOTARY PUBLIC IN AND FOR THE STATE OF _____, residing at _____.
Commission expires: _____

EMPLOYERS INSURANCE OF WAUSAU

By _____
_____(Title)

SIGNED and AFFIRMED to before me this 13 day of January, 1994 by _____.

ROSA FERRARI
_____(Typed Name)
NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS, residing at Elmwood Pk, IL.
Commission expires: 2-4-97

OFFICIAL SEAL
ROSA FERRARI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-4-97

FEDERAL INSURANCE COMPANY

By _____
_____(Title)

1036M

SIGNED and AFFIRMED to before me this _____ day of January, 1994 by _____.

_____
_____(Typed Name)
NOTARY PUBLIC IN AND FOR THE STATE OF _____, residing at
_____.
Commission expires:_____

EMPLOYERS INSURANCE OF WAUSAU

By_____
_____
_____(Title)

SIGNED and AFFIRMED to before me this _____ day of January, 1994 by _____.

_____
_____(Typed Name)
NOTARY PUBLIC IN AND FOR THE STATE OF _____, residing at
_____.
Commission expires:_____

FEDERAL INSURANCE COMPANY

By John Fisher
JOHN FISHER
ENVIRONMENTAL CLAIMS EXAMINER (Title)

1036M

STATE OF CALIFORNIA)
)ss
COUNTY OF LOS ANGELES)

SIGNED and AFFIRMED to before me this 13th day of January, 1994 by Earlene F. Lomack.

EARLENE F. LOMACK
(Typed Name)
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA, residing at LOS ANGELES.
Commission expires: 9-20-94

U.S. FIDELITY & GUARANTY CO.

By_____
_____
_____(Title)

SIGNED and AFFIRMED to before me this _____ day of January, 1994 by _____.

_____
_____(Typed Name)
NOTARY PUBLIC IN AND FOR THE STATE OF _____, residing at
_____.
Commission expires:_____

1036M

SIGNED and AFFIRMED to before me this _____ day of January, 1994 by _____.

_____
_____(Typed Name)
NOTARY PUBLIC IN AND FOR THE STATE OF _____, residing at
_____.
Commission expires:_____

U.S. FIDELITY & GUARANTY CO.

By Sandi Dale
Sandi Dale
Environmental Claims Management (Title)

SIGNED and AFFIRMED to before me this 11th day of January, 1994 by Sandi Dale.

Susanne R. Barrett
Susanne R. Barrett (Typed Name)
NOTARY PUBLIC IN AND FOR THE STATE OF Baltimore Co., residing at
7707 Old Woodstock Lane.
Commission expires: 7-27-96

COPY RECEIVED

FEB 01 1994

BARRETT, HALE & GILMAN
TIME Mail

GW FILED 1-31-94 ENTERED
LODGED RECEIVED

JAN 28 1994

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

The Honorable Carolyn R. Dimmick

FILED ENTERED
RECEIVED

JAN 27 1994

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

CITY OF SEATTLE, Plaintiffs, vs. AMALGAMATED SERVICES, INC., et al., Defendants.	NO. C92-792D STIPULATION AND ORDER OF DISMISSAL WITH PREJUDICE OF NORTHWEST COOPERAGE CO., INC.

CBC, CRD

STIPULATION

Plaintiff City of Seattle ("City") and defendant Northwest Cooperage Co., Inc. ("Northwest Cooperage") by and through their attorneys of record, STIPULATE that they have resolved all claims between them and that the City's claims in the above captioned action against Northwest Cooperage and Northwest Cooperage's

/

/

STIPULATION AND ORDER OF DISMISSAL - 1
C:\AFA\NWCOOPER\STIPORD.DIS

ORIGINAL

BARRETT HALE & GILMAN
Attorneys at Law
999 Third Avenue
3600 First Interstate Center
Seattle WA 98104-4009
(206) 464-1900

342

counterclaims against the City shall be dismissed with prejudice and without costs or attorneys' fees to either party.

DATED this 20th day of January, 1994.

BARRETT HALE & GILMAN

By: _____
Steven W. Hale, WSBA #5993
Anne F. Ackenhusen, WSBA #14899
Attorneys for Northwest Cooperage Co., Inc.

SEATTLE CITY ATTORNEY

By: _____
Michael Rosenberger, WSBA #17730
Attorneys for Plaintiff

BARRETT HALE & GILMAN
Attorneys at Law
999 Third Avenue
3600 First Interstate Center
Seattle WA 98104-4009
(206) 464-1900

ORDER

Pursuant to the above Stipulation between the City of Seattle and Northwest Cooperage Co., Inc.,

IT IS ORDERED that all of plaintiff's claims in the above captioned action against Northwest Cooperage Co., Inc., and all of Northwest Cooperage's counterclaims against City of Seattle shall be and hereby are dismissed with prejudice and without costs or attorneys' fees to either party.

DONE ~~IN OPEN COURT~~ THIS 28th day of Jan., 1994.

William L. Dwyer
United States District Judge
for Judge Zilmick

Presented by:

Steven W. Hale (WSBA #5993)
Anne F. Ackenhusen (WSBA #14899), of
BARRETT HALE & GILMAN
Attorneys for Defendant Northwest
Cooperage Co., Inc.

Copy received; approved as to form and content; notice of presentation waived:

Michael Rosenberger (WSBA #17730)
SEATTLE CITY ATTORNEY
Attorneys for Plaintiff

BARRETT HALE & GILMAN
Attorneys at Law
999 Third Avenue
3600 First Interstate Center
Seattle WA 98104-4009
(206) 464-1900

The Honorable John C. Coughenour

FILED ENTERED
LODGED RECEIVED

FEB 21 1996

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY

FILED ENTERED
LODGED RECEIVED

FEB 02 1996

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CITY OF SEATTLE, a Municipal Corporation, Plaintiff, vs. CITY OF KENT, a Municipal Corporation, KING COUNTY, AMALGAMATED SERVICES, INC., a Washington Corporation, WASHINGTON WASTE HAULING & RECYCLING, INC., a Delaware corporation, THE JENSEN GROUP, a general partnership, MEARL L. JENSEN and JOHN DOE JENSEN, a marital community, WILLIAM FRANK JENSEN, JR., and JANE DOE JENSEN, a marital community, FRANK JENSEN and JANE POE JENSEN, a marital community, JAMES E. SHAUG and JANE DOE SHAUG, a marital community, WILLIAM A. SHAUG and JANE POE SHAUG, a marital community, AGNES GRIFFIN and JOHN DOE GRIFFIN, a marital community, and GENERAL DISPOSAL CORPORATION, a Washington Corporation Defendants.	NO. C96-0037C AMENDED COMPLAINT FOR COMPENSATORY AND DECLARATORY RELIEF

Plaintiff, for its causes of action against Defendants alleges as follows:

Mark H. Sidran
Seattle City Attorney
600 Fourth Avenue, 10th Floor
Seattle, Washington 98104-1877
(206) 684-8200

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PRELIMINARY STATEMENT

1. The City of Seattle ("Seattle") brings this action pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., and the Model Toxics Control Act ("MTCA"), Chapter 70.105D RCW, to recover money the City has spent and will spend responding to the release of hazardous substances at the Kent-Highlands Landfill ("landfill") in Kent, Washington.

JURISDICTION AND VENUE

2. This Court has jurisdiction over the subject matter of this action pursuant to section 113(b) of CERCLA, 42 U.S.C. § 9613(b), and 28 U.S.C. § 1331 & 2201.

3. Venue lies in this Court pursuant to 28 U.S.C. §§ 9613(b) and 6972 because the releases of hazardous substances occurred in King County, Washington.

FACTUAL ALLEGATIONS

4. The City of Seattle ("Seattle") is a municipal corporation existing under the laws of the State of Washington.

5. The City of Kent ("Kent") is a municipal corporation existing under the laws of the State of Washington. Kent is the owner of a portion of the landfill.

6. King County is the owner of a portion of the landfill.

7. Upon information and belief, Mearl L. Jensen, William Frank Jensen, Jr., Frank Jensen, James E. Shaug and William A. Shaug are partners in the Jensen Group, a general partnership. The Jensen Group and Agnes Griffin (collectively, "Jensen-

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Seattle City Attorney
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Seattle, Washington 98104-1877
(206) 684-8200

Griffin") are owners, as tenants in common, of a portion of the landfill.

8. Amalgamated Services, Inc., ("Amalgamated") is a corporation organized under the laws of the State of Washington and is doing business in this State. Amalgamated dumped waste at the landfill.

9. Washington Waste Hauling & Recycling, Inc., ("WWHR") is a corporation organized under the laws of the State of Delaware and is doing business in the State of Washington. WWHR is the successor in interest to Bayside Disposal. Bayside dumped waste at the landfill. Bayside also dumped waste at Seattle's transfer stations that subsequently was routed to the landfill. Hereafter, Bayside and WWHR will be referred to as WWHR.

10. General Disposal Corporation ("General") is a corporation organized under the laws of the State of Washington and is doing business in the state of Washington.

11. The landfill occupies approximately 60 acres within the City of Kent. Seattle operated the landfill from 1968 through 1986.

12. During the period 1968-86, Kent entered into contracts with General. Pursuant to these contracts, Kent paid General to collect all residential and commercial waste generated within the City of Kent. General then dumped Kent's waste at the landfill. Upon information and belief, General also dumped waste at the landfill that came from customers outside Kent's city limits.

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Seattle, Washington 98104-1877
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13. Upon information and belief, waste dumped at the landfill by or on behalf of Kent, Amalgamated, WWHR and General included hazardous substances as defined in CERCLA and MTCA, including metals and chemical compounds such as acetone, methyl ethyl ketone, benzene, toluene and xylenes. Such hazardous substances have been detected at the landfill.

14. On May 26, 1987, the Washington Department of Ecology (DOE) and the City of Seattle entered into a Consent Order that required Seattle to: prepare a remedial investigation/feasibility study (RI/FS) to evaluate environmental contamination at the site, design and prepare specifications for remedial measures at the site, and implement the remedial actions. The Consent Order required all work to be carried out in a manner consistent with the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 CFR part 300.

15. In 1990, the United States Environmental Protection Agency placed the landfill on the National Priorities List of Superfund sites.

16. Seattle has completed nearly all the remedial actions contemplated by the Consent Order.

17. The response costs incurred by Seattle include, but are not limited to, the cost of: the RI/FS, the design and construction of the remedial actions, City staff time and payments to DOE pursuant to the Consent Order. The total amount of these response costs is currently estimated to be no less than $25.5 million. Additional response costs that may be incurred by

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Seattle City Attorney
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Seattle, Washington 98104-1877
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Seattle include, but are not limited to operation, maintenance and monitoring costs.

FIRST CAUSE OF ACTION:
COST RECOVERY UNDER CERCLA § 107(a).

18. Plaintiff restates the allegations set forth in paragraphs 1 through 17.

19. The landfill is a site where hazardous substances have been deposited, stored, disposed of and placed and is thus a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

20. The County, Kent and Jensen-Griffin were owners of the landfill at the time of disposal of hazardous substances, and they remain owners to this day.

21. Kent, General, Amalgamated and WWHR are persons who transported and/or arranged for disposal of hazardous substances at the landfill.

22. Hazardous substances at the landfill have been released or pose a threat of release within the meaning of Section 101(22) of CERCLA 42 U.S.C. § 9601(22). Due to the release and threatened release of hazardous substances at the landfill, the City has incurred and will continue to incur response costs within the meaning of Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

23. Seattle's response costs have been incurred in a manner that is not inconsistent with the NCP as provided in Section 107(a)(4)(A) of CERCLA, 42 U.S.C. § 9607(a)(4)(A). In the alternative, response costs incurred by the City have been

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Seattle City Attorney
600 Fourth Avenue, 10th Floor
Seattle, Washington 98104-1877
(206) 684-8200

necessary and incurred in a manner consistent with the NCP as provided in Section 107(a)(4)(B) of CERCLA 42 U.S.C. § 9607(a)(4)(B).

24. Defendants are jointly and severally liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for past, present and future response costs incurred by the City.

SECOND CAUSE OF ACTION:
CONTRIBUTION UNDER CERCLA, SECTION 113

25. Plaintiff restates the allegations contained in paragraph 1 through 24.

26. Defendants are liable in contribution to Seattle pursuant to 42 U.S.C. Section 9613(f)(1).

THIRD CAUSE OF ACTION: MODEL TOXICS CONTROL ACT

27. Plaintiff restates the allegations contained in paragraphs 1 through 24.

28. The costs incurred by Seattle pursuant to the Consent Order are remedial action costs as defined in RCW 70.105D.020(11).

29. The remedial actions performed by Seattle were supervised by the Department of Ecology.

30. Pursuant to RCW 70.105D.080, defendants are liable for past, present and future response costs incurred by Seattle.

FOURTH CAUSE OF ACTION: DECLARATORY RELIEF

31. Plaintiff restates the allegations contained in paragraphs 1 through 30.

32. There has arisen and now exists an actual controversy between Seattle and defendants relating to the liability and

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Seattle City Attorney
600 Fourth Avenue, 10th Floor
Seattle, Washington 98104-1877
(206) 684-8200

responsibility of defendants for future response or remedial action costs necessary to abate the release or threatened release of hazardous substances at the landfill.

33. The occurrence of future response or remedial action costs to abate the release or threatened release of hazardous substances is neither unlikely nor speculative.

34. Pursuant to 28 U.S.C. Section 2201(a), Seattle is entitled to a declaratory judgment finding defendants jointly and severally liable for future response costs to be incurred by Seattle.

PRAYER FOR RELIEF

WHEREFORE, the City of Seattle prays for relief as follows:

A. Judgment against defendants imposing joint and several liability for all response or remedial costs, including attorneys' fees, incurred by Seattle prior to entry of judgment including prejudgment interest; and

B. Declaratory judgment that defendants are jointly and severally liable to the City for any and all future response costs;

C. Judgment against defendants awarding Seattle its attorneys' fees and other costs and disbursements incurred in prosecuting this action; and

Mark H. Sidran
Seattle City Attorney
600 Fourth Avenue, 10th Floor
Seattle, Washington 98104-1877
(206) 684-8200

D. For such other and further relief as this court deems appropriate.

DATED this 2ND day of February 1996.

MARK H. SIDRAN
Seattle City Attorney

By:
MICHAEL ROSENBERGER, WSBA #17730
Assistant City Attorney
Attorneys for The City of Seattle

Mark H. Sidran
Seattle City Attorney
600 Fourth Avenue, 10th Floor
Seattle, Washington 98104-1877
(206) 684-8200

CC TO JUDGE

FILED ___ ENTERED
LODGED ___ RECEIVED

FEB 13 1997

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

The Honorable John C. Coughenour

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CITY OF SEATTLE, a Municipal Corporation, Plaintiff, v. CITY OF KENT, a Municipal Corporation, KING COUNTY, AMALGAMATED SERVICES, INC., a Washington Corporation, WASHINGTON WASTE HAULING & RECYCLING, INC., a Delaware corporation, THE JENSEN GROUP, a general partnership, MEARL L. JENSEN and JOHN DOE JENSEN, a marital community, WILLIAM FRANK JENSEN, JR., and JANE POE JENSEN, a marital community, FRANK JENSEN AND JANE POE JENSEN, a marital community, JAMES E. SHAUG and JANE DOE SHAUG, a marital community, WILLIAM A. SHAUG and JANE POE SHAUG, a marital community, and AGNES GRIFFIN and JOHN DOE GRIFFIN, a marital community, Defendants.	NO. C96-37C KING COUNTY'S THIRD PARTY COMPLAINT FOR COMPENSATORY AND DECLARATORY RELIEF

Norm Maleng
Prosecuting Attorney
CIVIL DIVISION
E550 King County Courthouse
Seattle, Washington 98104-2312
(206) 296-9015
FAX (206) 296-0191

/37

KING COUNTY, a municipal corporation,

Third-Party Plaintiff

vs.

THE BOEING COMPANY, a Delaware Corporation; THE UNIVERSITY OF WASHINGTON, a political subdivision of the State of Washington; SEATTLE DISPOSAL COMPANY, INC., a Washington corporation; TODD PACIFIC SHIPYARD CORPORATION, a Delaware corporation; TODD SHIPYARD CORPORATION, a New York corporation; CROSBY & OVERTON, INC., a California corporation; BURLINGTON ENVIRONMENTAL, INC., a Washington corporation formerly doing business as CHEMICAL PROCESSORS, INC.; BURLINGTON ENVIRONMENTAL, INC., a Delaware corporation; PHILIP ENVIRONMENTAL SERVICES CORPORATION, a Missouri corporation; PHILIP ENVIRONMENTAL SERVICES CORPORATION (WASHINGTON, INC.), a Washington corporation formerly known as CHEMICAL PROCESSORS, INC., a Washington corporation; HIGP, INC., a Washington corporation doing business as NORTHWEST COOPERAGE CO. INC., a Washington corporation; and BROWNING-FERRIS INDUSTRIES, INC., a corporation licensed to do business in Washington; and JANE and JOHN DOES 1-50,

Third-Party Defendants.

Norm Maleng
Prosecuting Attorney
CIVIL DIVISION
E550 King County Courthouse
Seattle, Washington 98104-2312
(206) 296-9015
FAX (206) 296-0191

Third-party plaintiff, King County, by and through its attorneys, Norm Maleng, King County Prosecuting Attorney, Kathryn A. Killinger, Senior Deputy Prosecuting Attorney, and David Eldred, Deputy Prosecuting Attorney, and for claims against third-party defendants: The Boeing Company; University of Washington; Seattle Disposal Co. Inc.; Todd Pacific Shipyard Corp.; Crosby & Overton, Inc.; Burlington Environmental F/K/A Chemical Processors, Inc.; Northwest Cooperage Co., Inc.; and Browning-Ferris Industries, Inc. ("third-party defendants") alleges as follows:

I. JURISDICTION AND VENUE

1. This court has jurisdiction over the subject matter of these third-party claims pursuant to the provisions in sections 113(b) and (f) of CERCLA, 42 U.S.C. §§ 9613(b) and (f); 28 U.S.C. § 1331; 28 U.S.C. 2201 and pursuant to this court's power to exercise supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a).

2. Venue is proper in this District pursuant to Section 113(b) of CERCLA, 42 U.S.C. §9613(b), and 28 U.S.C. § 1391 because the claims arose in the Western District of Washington.

II. PARTIES

3. Third-party plaintiff King County is a political subdivision of the State of Washington authorized by the Washington State Constitution, Article 11, Section 11.

4. Third-party defendant The Boeing Company is a Delaware corporation with its principal place of business located in King County, Washington.

///

///

Norm Maleng
Prosecuting Attorney
CIVIL DIVISION
E550 King County Courthouse
Seattle, Washington 98104-2312
(206) 296-9015
FAX (206) 296-0191

5. Third-party defendant University of Washington is a State University organized under the laws of the State of Washington with its principal campus located in Seattle, Washington.

6. Third-party defendant Seattle Disposal is a Washington corporation with its principal place of business located in Seattle, Washington.

7. Third-party defendant Todd Pacific Shipyard Corporation is a Delaware corporation with its principal place of business located in Seattle, Washington.

8. Third-party defendant Todd Shipyard Corporation is a New York corporation.

9. Third-party defendant Crosby & Overton, Inc. is a California corporation and was doing business in the State of Washington prior to 1989.

10. Third-party defendant Burlington Environmental, Inc. is a Washington corporation and at all times relevant to this third-party complaint was doing business as Chemical Processors, Inc. with its principal place of business in Seattle, Washington.

11. Third-party defendant Burlington Environmental, Inc. is a Delaware corporation and at all times relevant to this third-party complaint was doing business as Chemical Processors, Inc.

12. Third-party defendant Philip Environmental Services Corporation is a Missouri corporation and at all times relevant to this third-party complaint was doing business as Chemical Processors, Inc.

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13. Third-party defendant Philip Environmental Services Corporation (Washington Inc.) is a Washington corporation and at all times relevant to this third-party complaint was doing business as Chemical Processors, Inc.

14. Third-party defendant Northwest Cooperage Company, Inc. is a Washington corporation and at all times relevant to this third-party complaint has been doing business in the State of Washington.

15. Third-party defendant Browning-Ferris Industries, Inc. ("BFI") is a corporation licensed to do business and doing business in the State of Washington. BFI owned and operated National Disposal Contractors, Inc. ("National Disposal") until September 29, 1973, when it sold the assets of National Disposal to Bayside Waste Hauling and Transfer, Inc.

16. Third-party defendants Jane and John Does 1-50. King County is currently unaware of their location and/or place of business.

III. FACTUAL ALLEGATIONS

17. The City of Seattle ("Seattle") has sued King County in United States District Court for the Western District of Washington (City of Seattle v. City of Kent, et al., C96-0037C). The information contained in Seattle's Amended Complaint is incorporated herein for the limited purpose of explaining the basic claims of plaintiff City of Seattle in that action. By such incorporation, third-party plaintiff King County does not in any way admit to those allegations and claims, or waive, or intend to waive, any rights, claims or defenses asserted in the past, present or future by third-party plaintiff King County. Nothing herein is an admission of any matters alleged in Seattle's Amended Complaint.

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18. Seattle's Amended Complaint makes claims against third-party plaintiff King County and others, pursuant to CERCLA, 42 U.S.C. § 9601 et seq., and MTCA, Chapter 70.105D RCW.

19. The claims made in Seattle's Amended Complaint relate to the Kent-Highlands Landfill which is a landfill within the City of Kent in King County, Washington ("Kent-Highlands").

20. Seattle alleges and admits that it began to operate Kent-Highlands in or about 1968. It was used predominantly, but not exclusively, as a solid waste landfill. Disposal companies and businesses including the third-party defendants generated waste, transported waste, disposed of waste, or arranged for the transport and/or disposal of waste, in or at Kent-Highlands. Seattle closed Kent-Highlands to further disposal of waste in 1986.

III. CERCLA CONTRIBUTION, §113 - FIRST CLAIM

21. Each of the third-party defendants is a "person" as defined in 42 U.S.C. § 9601 (21).

22. Each of the third-party defendants is a "covered person" pursuant to section 107(a) of CERCLA (42 U.S.C. § 9607(a)(1), (2) and/or (3)), and is jointly and severally liable for the response costs, if any, incurred in responding to the release of hazardous substances at Kent-Highlands.

23. Each of the third party defendants disposed of substances, including hazardous substances as defined by section 101(14) of CERCLA (42 U.S.C. § 9601(14)) which may have been released at Kent Highlands.

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24. In the event King County is found to be liable to plaintiff or any other party to this lawsuit for response costs related to Kent-Highlands, King County is entitled to CERCLA §113 contribution from third-party defendants under 42 U.S.C. §9613(f) and to a declaration of each third-party defendant's liability pursuant to 42 U.S.C. § 9613(g)(2) and 28 U.S.C. § 2201 and for response costs pursuant to 42 U.S.C. § 6107.

25. Third party defendants are also liable to King County for any costs plaintiff has incurred or may incur related to remediation of the Kent-Highlands Landfill.

IV. MTCA CONTRIBUTION, RCW 70.105D - SECOND CLAIM

26. Each of the third-party defendants is a person as defined in RCW 70.105D.020(7).

27. Each of the third-party defendants is a liable person with respect to the Kent-Highlands pursuant to RCW 70.105D.040.

28. Each of the third-party defendants disposed substances which may have been released at Kent-Highlands rendering them responsible persons pursuant to RCW 70.105D.020(11) and (13).

29. Having disposed of materials at Kent-Highlands, each third-party defendant is strictly, jointly and severally liable for all remedial action costs and for all natural resource damages resulting from the release(s) or threatened release(s) of hazardous substances pursuant to RCW 70.105D.040(1) and (2).

30. In the event King County is found to be liable to plaintiff or any other party to this lawsuit for response and/or remedial action costs or natural resource damages related to Kent-Highlands, King County is entitled to contribution by each third-party defendant pursuant to RCW

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70.105D.080. Remedial action costs include King County's reasonable attorney's fees and expenses.

V. TRESPASS - THIRD CLAIM

31. Based upon information, belief and the allegations set forth in Seattle's complaint, Seattle began accepting solid and other waste currently unknown to King County at the Kent-Highlands in or about 1968 and continuously operated Kent Highlands until at least 1986 when it was closed.

32. Each third-party defendant disposed of solid waste and other waste for disposal (burying), stored waste, released landfill related substances and conducted other activities on or at the property allegedly owned by King County (the "Property"). Third party defendants lacked authority and/or permission from King County to conduct any type of activity on the Property, including but not limited to the activity described within this Third-Party Complaint.

33. Each third-party defendant, through its conduct of mismanaging the disposal of materials at Kent-Highlands, depositing materials on or at the Property without King County's authorization and/or permission and allowing the storage, disposal, treatment and release of landfill related substances (which may include but not be limited to methane gas, leachate and soil contamination) has trespassed upon the Property.

34. Each third-party defendant is liable to King County for all damages proximately caused by its trespass upon the Property. The amount of such damages shall be proven at trial.

35. In the event the facts demonstrate that King County owned and/or owns a small portion of the Kent-Highlands Landfill (approximately 4 acres), based upon information,

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knowledge and belief and the allegations set forth in Seattle's complaint, Seattle and/or each third-party defendant failed to compensate King County for royalties, rent, lease fees and/or waste disposal fees for its use of the property as a landfill and as such for the disposal of solid and other waste.

36. If the facts demonstrate that King County owned and/or owns the Property, then King County is entitled to an award of damages for the royalties, rent, lease fees and/or waste disposal fees or any other monies not paid to King County by each third-party defendant for its disposal of materials at Kent-Highlands, in an amount to be determined at time of trial.

VI. INVERSE CONDEMNATION - FOURTH CLAIM

37. Based upon information, belief and the allegations set forth in plaintiff's complaint, third-party defendant University of Washington placed or caused to be placed solid waste and other wastes currently unknown to King County on and in the approximately four (4) acres of Property allegedly owned by King County within Kent Highland's boundaries. At this time, King County is unaware of any documentation or other information authorizing third party defendant University of Washington's landfilling activities on and in the Property.

38. As a direct result of third-party defendant University of Washington's unauthorized use of the Property, King County has been denied any and all use, enjoyment or possession of the Property and the usual and customary rights of ownership of the Property.

39. Third party defendant University of Washington has also taken the Property without due process or payment of any type of compensation (including but not limited to the full value of the Property, rent and lease fees) in violation of the United States Constitution and Washington

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State Constitution. King County is entitled to just compensation from third-party defendant University of Washington for its actions described herein.

40. King County has suffered damages, including permanent and complete loss of the use, enjoyment, possession and value of the Property, as a result of third party defendant University of Washington's landfilling and related activities described above. See e.g., paragraphs 26, 27, 31 and 32. Third party defendant University of Washington's landfilling and other related activities on or at the Property have diminished the value of the Property damaging King County in an amount to be determined at trial.

41. King County is entitled to full compensation for third-party defendant University of Washington's taking of the Property without just compensation and/or diminution in value of the Property in an amount to be determined at trial.

VII. NEGLIGENCE - FIFTH CLAIM

42. King County incorporates by reference each of the allegations contained in paragraphs 11 through 32 above as though fully set forth in this paragraph.

43. The facts alleged in this case demonstrate that each third-party defendant was negligent, grossly negligent and/or reckless in its disposal of wastes at Kent-Highlands.

44. As a direct and proximate result of each third-party defendant's negligence, gross negligence, mismanagement and/or recklessness, King County has been damaged in an amount to be determined at trial.

45. Furthermore, any closure, remedial action or other costs incurred by the plaintiff which exceed normal municipal landfill closure costs were incurred because of each third-party

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defendant's negligent or mismanaged disposal of materials at Kent Highlands, including but not limited to the disposal of unauthorized wastes at Kent Highlands. Such wastes may be identified in greater detail as discovery progresses.

VIII. DECLARATORY RELIEF - SIXTH CLAIM

46. King County incorporates by reference each of the allegations contained in paragraphs 11 through 36, above as though fully set forth.

47. An actual controversy between King County and each third-party defendant now exists relating to the liability and responsibility that Seattle has sought from King County for the future costs and/or damages that may be imposed on King County in connection with Kent-Highlands as alleged in Seattle's Amended Complaint.

48. In the event King County is declared liable for future costs and/or damages in the underlying case, King County is entitled to entry of a declaratory judgment declaring each third-party defendant liable for future costs and/or damages imposed on King County in connection with the Kent-Highlands Landfill. The court has jurisdiction to award declaratory relief pursuant to 42 U.S.C. § 9613 and 28 U.S.C. § 2201 and other authorities.

49. King County is entitled to a declaration of each third-party's future liability to pay cleanup costs and/or remedial action costs at the Kent Highlands pursuant to 42 U.S.C. §9613(g)(2) and/or RCW 70.105D.080.

IX. REQUEST FOR RELIEF

WHEREFORE, third-party plaintiff King County requests relief as follows:

50. Costs and damages in an amount the court determines to be equitably allocable to

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each third-party defendant.

51. In the event King County is held liable to Seattle or to any other party to this lawsuit, King County be awarded judgment against each third-party defendant in the amount of such judgment entered against King County;

52. In the event King County is held liable to Seattle or to any other party to this lawsuit jointly and severally with one or more other parties to this lawsuit, King County be awarded judgment for contribution and/or indemnification against all third-party defendants in the amount of such judgment entered against King County;

53. In the event King County is held to be liable to Seattle or to any other party to this lawsuit, King County be awarded judgment for royalties and/or its portion of tipping or disposal fees paid by each third-party defendant to Seattle proportionate to the amount of waste disposed by each third-party defendant on or at the Property;

54. In the event King County is held to own the Property, King County be awarded the fair market value and/or diminution in value of such property which was taken by third-party defendant University of Washington;

55. In the event King County is held to own and/or have owned the Property, King County be awarded damages to compensate it for the royalties, rent, lease fees and/or waste disposal fees or any other monies not paid to King County by each third-party defendant for its disposal of materials at Kent Highlands;

56. A declaration that third-party defendants shall be liable for that portion or percentage of future costs of response that the court determines to be equitably allocable to the

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third-party defendants;

57. Prejudgment and postjudgment interest in the maximum amount provided by law;

58. That King County be awarded its reasonable costs and attorney's fees herein pursuant to MTCA (70.105D) and equity; and

59. Such other and further relief as the court may deem just and proper.

DATED this 13th day of February, 1997.

Respectfully submitted,

NORM MALENG
King County Prosecuting Attorney

By: Kathryn A. Killinger
KATHRYN A. KILLINGER, WSBA #16342
Senior Deputy Prosecuting Attorney
Attorneys for King County

By: David J. Eldred
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The Honorable John C. Coughenour

FILED ENTERED
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FEB 13 1997

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON BY DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CITY OF SEATTLE, a Municipal Corporation, Plaintiff, vs. CITY OF KENT, a Municipal Corporation, KING COUNTY, AMALGAMATED SERVICES, INC., a Washington Corporation, WASHINGTON WASTE HAULING & RECYCLING, INC., a Delaware corporation, THE JENSEN GROUP, a general partnership, MEARL L. JENSEN and JOHN DOE JENSEN, a marital community, WILLIAM FRANK JENSEN, JR., and JANE DOE JENSEN, a marital community, FRANK JENSEN and JANE POE JENSEN, a marital community, JAMES E. SHAUG and JANE DOE SHAUG, a marital community, WILLIAM A. SHAUG and JANE POE SHAUG, a marital community, AGNES GRIFFIN and JOHN DOE GRIFFIN, a marital community, and GENERAL DISPOSAL CORPORATION, a Washington Corporation Defendants.	NO. C96-0037C AMENDED COMPLAINT FOR COMPENSATORY AND DECLARATORY RELIEF

Plaintiff, for its causes of action against Defendants alleges as follows:

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PRELIMINARY STATEMENT

1. The City of Seattle ("Seattle") brings this action pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., and the Model Toxics Control Act ("MTCA"), Chapter 70.105D RCW, to recover money the City has spent and will spend responding to the release of hazardous substances at the Kent-Highlands Landfill ("landfill") in Kent, Washington.

JURISDICTION AND VENUE

2. This Court has jurisdiction over the subject matter of this action pursuant to section 113(b) of CERCLA, 42 U.S.C. § 9613(b), and 28 U.S.C. § 1331 & 2201.

3. Venue lies in this Court pursuant to 28 U.S.C. §§ 9613(b) and 6972 because the releases of hazardous substances occurred in King County, Washington.

FACTUAL ALLEGATIONS

4. The City of Seattle ("Seattle") is a municipal corporation existing under the laws of the State of Washington.

5. The City of Kent ("Kent") is a municipal corporation existing under the laws of the State of Washington. Kent is the owner of a portion of the landfill.

6. King County is the owner of a portion of the landfill.

7. Upon information and belief, Mearl L. Jensen, William Frank Jensen, Jr., Frank Jensen, James E. Shaug and William A. Shaug are partners in the Jensen Group, a general partnership. The Jensen Group and Agnes Griffin (collectively, "Jensen-

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Griffin") are owners, as tenants in common, of a portion of the landfill.

8. Amalgamated Services, Inc., ("Amalgamated") is a corporation organized under the laws of the State of Washington and is doing business in this State. Amalgamated dumped waste at the landfill.

9. Washington Waste Hauling & Recycling, Inc., ("WWHR") is a corporation organized under the laws of the State of Delaware and is doing business in the State of Washington. WWHR is the successor in interest to Bayside Disposal. Bayside dumped waste at the landfill. Bayside also dumped waste at Seattle's transfer stations that subsequently was routed to the landfill. Hereafter, Bayside and WWHR will be referred to as WWHR.

10. General Disposal Corporation ("General") is a corporation organized under the laws of the State of Washington and is doing business in the state of Washington.

11. The landfill occupies approximately 60 acres within the City of Kent. Seattle operated the landfill from 1968 through 1986.

12. During the period 1968-86, Kent entered into contracts with General. Pursuant to these contracts, Kent paid General to collect all residential and commercial waste generated within the City of Kent. General then dumped Kent's waste at the landfill. Upon information and belief, General also dumped waste at the landfill that came from customers outside Kent's city limits.

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13. Upon information and belief, waste dumped at the landfill by or on behalf of Kent, Amalgamated, WWHR and General included hazardous substances as defined in CERCLA and MTCA, including metals and chemical compounds such as acetone, methyl ethyl ketone, benzene, toluene and xylenes. Such hazardous substances have been detected at the landfill.

14. On May 26, 1987, the Washington Department of Ecology (DOE) and the City of Seattle entered into a Consent Order that required Seattle to: prepare a remedial investigation/feasibility study (RI/FS) to evaluate environmental contamination at the site, design and prepare specifications for remedial measures at the site, and implement the remedial actions. The Consent Order required all work to be carried out in a manner consistent with the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 CFR part 300.

15. In 1990, the United States Environmental Protection Agency placed the landfill on the National Priorities List of Superfund sites.

16. Seattle has completed nearly all the remedial actions contemplated by the Consent Order.

17. The response costs incurred by Seattle include, but are not limited to, the cost of: the RI/FS, the design and construction of the remedial actions, City staff time and payments to DOE pursuant to the Consent Order. The total amount of these response costs is currently estimated to be no less than $25.5 million. Additional response costs that may be incurred by

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Seattle include, but are not limited to operation, maintenance and monitoring costs.

FIRST CAUSE OF ACTION:
COST RECOVERY UNDER CERCLA § 107(a).

18. Plaintiff restates the allegations set forth in paragraphs 1 through 17.

19. The landfill is a site where hazardous substances have been deposited, stored, disposed of and placed and is thus a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

20. The County, Kent and Jensen-Griffin were owners of the landfill at the time of disposal of hazardous substances, and they remain owners to this day.

21. Kent, General, Amalgamated and WWHR are persons who transported and/or arranged for disposal of hazardous substances at the landfill.

22. Hazardous substances at the landfill have been released or pose a threat of release within the meaning of Section 101(22) of CERCLA 42 U.S.C. § 9601(22). Due to the release and threatened release of hazardous substances at the landfill, the City has incurred and will continue to incur response costs within the meaning of Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

23. Seattle's response costs have been incurred in a manner that is not inconsistent with the NCP as provided in Section 107(a)(4)(A) of CERCLA, 42 U.S.C. § 9607(a)(4)(A). In the alternative, response costs incurred by the City have been

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necessary and incurred in a manner consistent with the NCP as provided in Section 107(a)(4)(B) of CERCLA 42 U.S.C. § 9607(a)(4)(B).

24. Defendants are jointly and severally liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for past, present and future response costs incurred by the City.

SECOND CAUSE OF ACTION:
CONTRIBUTION UNDER CERCLA, SECTION 113

25. Plaintiff restates the allegations contained in paragraph 1 through 24.

26. Defendants are liable in contribution to Seattle pursuant to 42 U.S.C. Section 9613(f)(1).

THIRD CAUSE OF ACTION: MODEL TOXICS CONTROL ACT

27. Plaintiff restates the allegations contained in paragraphs 1 through 24.

28. The costs incurred by Seattle pursuant to the Consent Order are remedial action costs as defined in RCW 70.105D.020(11).

29. The remedial actions performed by Seattle were supervised by the Department of Ecology.

30. Pursuant to RCW 70.105D.080, defendants are liable for past, present and future response costs incurred by Seattle.

FOURTH CAUSE OF ACTION: DECLARATORY RELIEF

31. Plaintiff restates the allegations contained in paragraphs 1 through 30.

32. There has arisen and now exists an actual controversy between Seattle and defendants relating to the liability and

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responsibility of defendants for future response or remedial action costs necessary to abate the release or threatened release of hazardous substances at the landfill.

33. The occurrence of future response or remedial action costs to abate the release or threatened release of hazardous substances is neither unlikely nor speculative.

34. Pursuant to 28 U.S.C. Section 2201(a), Seattle is entitled to a declaratory judgment finding defendants jointly and severally liable for future response costs to be incurred by Seattle.

PRAYER FOR RELIEF

WHEREFORE, the City of Seattle prays for relief as follows:

A. Judgment against defendants imposing joint and several liability for all response or remedial costs, including attorneys' fees, incurred by Seattle prior to entry of judgment including prejudgment interest; and

B. Declaratory judgment that defendants are jointly and severally liable to the City for any and all future response costs;

C. Judgment against defendants awarding Seattle its attorneys' fees and other costs and disbursements incurred in prosecuting this action; and

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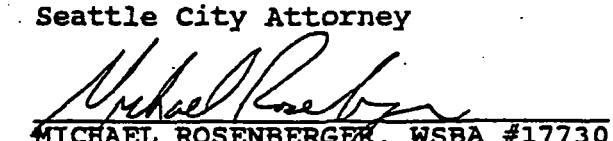
D. For such other and further relief as this court deems appropriate.

DATED this 2ND day of February 1996.

MARK H. SIDRAN
Seattle City Attorney

By: 
MICHAEL ROSENBERGER, WSBA #17730
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The Honorable John C. Coughenour

FILED
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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CITY OF SEATTLE, a Municipal corporation, Plaintiff, vs. THE CITY OF KENT, a Municipal corporation, KING COUNTY, AMALGAMATED SERVICES, INC., a Washington corporation, WASHINGTON WASTE HAULING & RECYCLING, INC., a Delaware corporation, THE JENSEN GROUP, a general partnership, MEARL L. JENSEN and JOHN DOE JENSEN, a marital community, WILLIAM FRANK JENSEN, JR. and JANE DOE JENSEN, a marital community, FRANK JENSEN and JANE POE JENSEN, a marital community, JAMES E. SHAUG and JANE DOE SHAUG, a marital community, and WILLIAM A. SHAUG and JANE POE SHAUG, a marital community, and AGNES GRIFFIN and JOHN DOE GRIFFIN, a marital community, and GENERAL DISPOSAL CORPORATION, a Washington corporation, Defendants.	No. C96-0037 THIRD-PARTY COMPLAINT BY CITY OF KENT FOR COMPENSATORY AND DECLARATORY RELIEF

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CITY OF KENT,

Third-Party Plaintiff,

vs.

THE BOEING COMPANY, a Delaware corporation; THE UNIVERSITY OF WASHINGTON a political subdivision of the State of Washington; SEATTLE DISPOSAL COMPANY, INC., a Washington corporation; TODD PACIFIC SHIPYARD CORPORATION, a Delaware corporation; TODD SHIPYARDS CORPORATION, a New York corporation; CROSBY AND OVERTON, INC., a California corporation; BURLINGTON ENVIRONMENTAL, INC., a Washington corporation doing business as CHEMICAL PROCESSORS, INC.; HIGP, INC. doing business as NORTHWEST COOPERAGE CO., INC., and BROWNING-FERRIS INDUSTRIES, INC. a corporation licensed to do business in Washington,

Third-Party Defendants.

I. PRELIMINARY STATEMENT

Plaintiff City of Seattle ("Seattle") has filed against defendant and third-party plaintiff City of Kent ("Kent") an amended complaint, a copy of which is attached hereto as "Exhibit A." Kent filed an answer with exhibit to Seattle's amended complaint and such answer with exhibit is attached hereto as "Exhibit B." Kent disclaims any and all liability as to the causes of action Seattle sets forth in its amended complaint, but in the event Kent becomes liable upon the underlying complaint then Kent has a right of contribution against the third-party defendants named herein. Kent files this third-party complaint in accordance with the order setting trial date

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and pretrial deadlines ordered by Judge John C. Coughenour on May 8, 1996, as amended on December 6, 1996.

II. JURISDICTION AND VENUE

This court has jurisdiction over the subject matter of this third-party complaint by virtue of Sections 113(b) and (f) of CERCLA, 42 U.S.C. §9613(b) and (f) and 28 U.S.C. §1331. Venue is found under Section 113(b) of CERCLA, 42 U.S.C. §9613(b), and 28 U.S.C. §1391.

III. GENERAL ALLEGATIONS AND FACTS

3.1 Kent incorporates by reference all allegations of its answer, counterclaim and cross-claims as though set out in full against third-party defendants The Boeing Company, The University of Washington, Seattle Disposal Company, Inc., Todd Pacific Shipyard Corporation, Todd Shipyards Corporation, Crosby and Overton, Inc., Burlington Environmental, Inc., HIGP, Inc., and Browning-Ferris Industries, Inc.

3.11 The Boeing Company ("Boeing") is a corporation organized under the laws of the state of Delaware and is licensed to do business and does business in the State of Washington. Boeing generated, disposed, transported or arranged for the transport of waste at the Kent Highlands Landfill ("Landfill") identified in Seattle's Amended Complaint.

3.12 The University of Washington is a state university organized as a political subdivision of the State of Washington. The University of Washington generated, disposed, transported or arranged for the transport of waste at the Landfill. For purposes of this Third-Party Complaint the University of Washington is sued narrowly on those causes of action that are not barred by the 11th Amendment to the United States Constitution, if any, or applicable pre-claim notice provisions of RCW 4.92, if any.

3.13 Seattle Disposal Company, Inc. ("Seattle Disposal"), is a corporation organized under the laws of the State of Washington and is doing business in this state. Seattle Disposal generated, disposed, or transported or arranged for the transport of waste to the Landfill.

3.14 Todd Pacific Shipyard Corporation ("Todd Pacific Shipyard") is a corporation organized under the laws of the state of Delaware and is licensed to do business and does business

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in the State of Washington. Todd Pacific Shipyard or its predecessor generated, disposed, transported or arranged for the transport of waste at the Landfill.

3.15 Upon information and belief, Kent alleges that Todd Shipyards Corporation is a corporation organized under the laws of the State of New York and is licensed to do business in the State of Washington. Todd Shipyards Corporation generated, disposed, transported or arranged for the transport of waste at the Landfill.

3.16 Crosby and Overton, Inc. ("Crosby and Overton") is a corporation organized under the laws of the state of California and is licensed to do business and does business in the State of Washington. Crosby and Overton generated, disposed, transported or arranged for the transport of waste at the Landfill.

3.17 Chemical Processors, Inc. ("Chemical Processors") is a registered trade name for Burlington Environmental, Inc. ("Burlington Environmental"), a corporation organized under the laws of the State of Washington and doing business in this state. Burlington Environmental, under its trade name Chemical Processors, generated, disposed, transported or arranged for the transport of waste at the Landfill.

3.18 HIGP, Inc. ("HIGP"), is a corporation organized under the laws of the State of Washington and is doing business in this state as Northwest Cooperage Co., Inc. ("Northwest Cooperage"). HIGP, doing business as Northwest Cooperage, generated, disposed, transported or arranged for the transport of waste at the Landfill.

3.19 Browning-Ferris Industries, Inc. ("BFI") is a corporation licensed to do business and does business in Washington. BFI owned and operated National Disposal Contractors, Inc. ("National Disposal") until September 29, 1973, when it sold the assets of National Disposal to Bayside Waste Hauling and Transfer, Inc. BFI, through National Disposal, generated, disposed, transported or arranged for the transport of waste at the Landfill.

IV. CAUSES OF ACTION

A. Contributions under CERCLA

4.1 Kent incorporates by reference paragraphs 3.1 through 3.19 as though set forth in full.

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4.11 The third-party defendants are each a "person" as defined in 42 U.S.C. §9601(21).

4.12 The third-party defendants are each a "covered person" pursuant to §§107(a) of CERCLA, 42 U.S.C. §9607(a), and are strictly, jointly and severally liable for the response costs, if any, incurred in responding to the release or threatened release of hazardous substances at the Landfill.

4.13 If any judgment or order is entered against Kent with regard to the Landfill, Kent is entitled to indemnification and/or contribution from the third-party defendants pursuant to 42 U.S.C. §9613(f) and to a declaration of the future liability of the third-party defendants pursuant to 42 U.S.C. §9613(g) and 28 U.S.C. §2201 and 28 U.S.C. §2202.

B. Model Toxics Control Act

4.14 Kent incorporates by reference paragraphs 3.1 through 3.19 as though set forth in full.

4.15 Each third-party defendant is a "person" as defined in RCW 70.105D.020(7).

4.16 The third-party defendants are strictly, jointly and severally liable for the remedial action costs, if any, incurred in responding to the alleged release or threatened release of hazardous substances at the Landfill.

4.17 If any judgment or order is entered against Kent pursuant to Chapter 70.105D RCW with regard to the Landfill, Kent is entitled to indemnification and/or contribution from the third-party defendants.

4.18 If any judgment or order is entered against Kent pursuant to RCW 70.105D with regard to the Landfill, Kent is entitled to contribution from the third-party defendants under RCW 4.22.

V. PRAYER FOR RELIEF

WHEREFORE, defendant and third-party plaintiff City of Kent requests the following:

5.1 Declaratory judgment that the third-party defendants are jointly and severally liable for any and all response costs and remedies set forth in Seattle's Amended Complaint;

5.11 Judgment for indemnification and/or contribution including a declaration of future

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liability for the causes of action set forth in Kent's Third-Party Complaint against the third-party defendants;

5.12 Prejudgment and post-judgment interest in the maximum amount provided by law;

5.13 An award of the costs, including reasonable, actual attorneys' fees, incurred by Kent in this litigation; and

5.14 Such additional and further relief as this court deems just and equitable.

DATED this 12th day of February, 1997.

Respectfully submitted,

Roger A. Lubovich, WSBA #8942
City Attorney
Attorney for Defendant and Third-Party Plaintiff, City of Kent
220 Fourth Avenue South
Kent, Washington 98032
(206) 859-3340

GREGORY S. McELROY, P.L.L.C.

Gregory S. McElroy, WSBA #15494
Attorney for Defendant and Third-Party Plaintiff, City of Kent
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CITY OF SEATTLE, a Municipal Corporation, Plaintiff, vs. CITY OF KENT, a Municipal Corporation, KING COUNTY, AMALGAMATED SERVICES, INC., a Washington Corporation, WASHINGTON WASTE HAULING & RECYCLING, INC., a Delaware corporation, THE JENSEN GROUP, a general partnership, MEARL L. JENSEN and JOHN DOE JENSEN, a marital community, WILLIAM FRANK JENSEN, JR., and JANE DOE JENSEN, a marital community, FRANK JENSEN and JANE POE JENSEN, a marital community, JAMES E. SHAUG and JANE DOE SHAUG, a marital community, WILLIAM A. SHAUG and JANE POE SHAUG, a marital community, AGNES GRIFFIN and JOHN DOE GRIFFIN, a marital community, and GENERAL DISPOSAL CORPORATION, a Washington Corporation Defendants.	NO. C96-0037C AMENDED COMPLAINT FOR COMPENSATORY AND DECLARATORY RELIEF

Plaintiff, for its causes of action against Defendants alleges as follows:

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EXHIBIT
A

PRELIMINARY STATEM

1. The City of Seattle ("Seattle") brings this action pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., and the Model Toxics Control Act ("MTCA"), Chapter 70.105D RCW, to recover money the City has spent and will spend responding to the release of hazardous substances at the Kent-Highlands Landfill ("landfill") in Kent, Washington.

JURISDICTION AND VENUE

2. This Court has jurisdiction over the subject matter of this action pursuant to section 113(b) of CERCLA, 42 U.S.C. § 9613(b), and 28 U.S.C. § 1331 & 2201.

3. Venue lies in this Court pursuant to 28 U.S.C. §§ 9613(b) and 6972 because the releases of hazardous substances occurred in King County, Washington.

FACTUAL ALLEGATIONS

4. The City of Seattle ("Seattle") is a municipal corporation existing under the laws of the State of Washington.

5. The City of Kent ("Kent") is a municipal corporation existing under the laws of the State of Washington. Kent is the owner of a portion of the landfill.

6. King County is the owner of a portion of the landfill.

7. Upon information and belief, Mearl L. Jensen, William Frank Jensen, Jr., Frank Jensen, James E. Shaug and William A. Shaug are partners in the Jensen Group, a general partnership. The Jensen Group and Agnes Griffin (collectively, "Jensen-

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Griffin") are c rs, as tenants in commc of a portion of the landfill.

8. Amalgamated Services, Inc., ("Amalgamated") is a corporation organized under the laws of the State of Washington and is doing business in this State. Amalgamated dumped waste at the landfill.

9. Washington Waste Hauling & Recycling, Inc., ("WWHR") is a corporation organized under the laws of the State of Delaware and is doing business in the State of Washington. WWHR is the successor in interest to Bayside Disposal. Bayside dumped waste at the landfill. Bayside also dumped waste at Seattle's transfer stations that subsequently was routed to the landfill. Hereafter, Bayside and WWHR will be referred to as WWHR.

10. General Disposal Corporation ("General") is a corporation organized under the laws of the State of Washington and is doing business in the state of Washington.

11. The landfill occupies approximately 60 acres within the City of Kent. Seattle operated the landfill from 1968 through 1986.

12. During the period 1968-86, Kent entered into contracts with General. Pursuant to these contracts, Kent paid General to collect all residential and commercial waste generated within the City of Kent. General then dumped Kent's waste at the landfill. Upon information and belief, General also dumped waste at the landfill that came from customers outside Kent's city limits.

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13. Upon formation and belief, wa e dumped at the landfill by or on behalf of Kent, Amalgamated, WWHR and General included hazardous substances as defined in CERCLA and MTCA, including metals and chemical compounds such as acetone, methyl ethyl ketone, benzene, toluene and xylenes. Such hazardous substances have been detected at the landfill.

14. On May 26, 1987, the Washington Department of Ecology (DOE) and the City of Seattle entered into a Consent Order that required Seattle to: prepare a remedial investigation/feasibility study (RI/FS) to evaluate environmental contamination at the site, design and prepare specifications for remedial measures at the site, and implement the remedial actions. The Consent Order required all work to be carried out in a manner consistent with the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 CFR part 300.

15. In 1990, the United States Environmental Protection Agency placed the landfill on the National Priorities List of Superfund sites.

16. Seattle has completed nearly all the remedial actions contemplated by the Consent Order.

17. The response costs incurred by Seattle include, but are not limited to, the cost of: the RI/FS, the design and construction of the remedial actions, City staff time and payments to DOE pursuant to the Consent Order. The total amount of these response costs is currently estimated to be no less than $25.5 million. Additional response costs that may be incurred by

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Seattle include. ut are not limited to c ation, maintenance and monitoring costs.

FIRST CAUSE OF ACTION:
COST RECOVERY UNDER CERCLA § 107(a).

18. Plaintiff restates the allegations set forth in paragraphs 1 through 17.

19. The landfill is a site where hazardous substances have been deposited, stored, disposed of and placed and is thus a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

20. The County, Kent and Jensen-Griffin were owners of the landfill at the time of disposal of hazardous substances, and they remain owners to this day.

21. Kent, General, Amalgamated and WWHR are persons who transported and/or arranged for disposal of hazardous substances at the landfill.

22. Hazardous substances at the landfill have been released or pose a threat of release within the meaning of Section 101(22) of CERCLA 42 U.S.C. § 9601(22). Due to the release and threatened release of hazardous substances at the landfill, the City has incurred and will continue to incur response costs within the meaning of Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

23. Seattle's response costs have been incurred in a manner that is not inconsistent with the NCP as provided in Section 107(a)(4)(A) of CERCLA, 42 U.S.C. § 9607(a)(4)(A). In the alternative, response costs incurred by the City have been

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necessary and i rred in a manner consis t with the NCP as provided in Section 107(a)(4)(B) of CERCLA 42 U.S.C. § 9607(a)(4)(B).

24. Defendants are jointly and severally liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for past, present and future response costs incurred by the City.

SECOND CAUSE OF ACTION:
CONTRIBUTION UNDER CERCLA, SECTION 113

25. Plaintiff restates the allegations contained in paragraph 1 through 24.

26. Defendants are liable in contribution to Seattle pursuant to 42 U.S.C. Section 9613(f)(1).

THIRD CAUSE OF ACTION: MODEL TOXICS CONTROL ACT

27. Plaintiff restates the allegations contained in paragraphs 1 through 24.

28. The costs incurred by Seattle pursuant to the Consent Order are remedial action costs as defined in RCW 70.105D.020(11).

29. The remedial actions performed by Seattle were supervised by the Department of Ecology.

30. Pursuant to RCW 70.105D.080, defendants are liable for past, present and future response costs incurred by Seattle.

FOURTH CAUSE OF ACTION: DECLARATORY RELIEF

31. Plaintiff restates the allegations contained in paragraphs 1 through 30.

32. There has arisen and now exists an actual controversy between Seattle and defendants relating to the liability and

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responsibility . defendants for future ponse or remedial action costs necessary to abate the release or threatened release of hazardous substances at the landfill.

33. The occurrence of future response or remedial action costs to abate the release or threatened release of hazardous substances is neither unlikely nor speculative.

34. Pursuant to 28 U.S.C. Section 2201(a), Seattle is entitled to a declaratory judgment finding defendants jointly and severally liable for future response costs to be incurred by Seattle.

PRAYER FOR RELIEF

WHEREFORE, the City of Seattle prays for relief as follows:

A. Judgment against defendants imposing joint and several liability for all response or remedial costs, including attorneys' fees, incurred by Seattle prior to entry of judgment including prejudgment interest; and

B. Declaratory judgment that defendants are jointly and severally liable to the City for any and all future response costs;

C. Judgment against defendants awarding Seattle its attorneys' fees and other costs and disbursements incurred in prosecuting this action; and

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D. For [illegible] other and further rel[illegible] as this court deems appropriate.

DATED this 2ND day of February 1996.

MARK H. SIDRAN
Seattle City Attorney

By:
MICHAEL ROSENBERGER, WSBA #17730
Assistant City Attorney
Attorneys for The City of Seattle

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CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

The Honorable John C. Coughenour

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CITY OF SEATTLE, a Municipal corporation, Plaintiff, vs. THE CITY OF KENT, a Municipal corporation, KING COUNTY, AMALGAMATED SERVICES, INC., a Washington corporation, WASHINGTON WASTE HAULING & RECYCLING, INC., a Delaware corporation, THE JENSEN GROUP, a general partnership, MEARL L. JENSEN and JOHN DOE JENSEN, a marital community, WILLIAM FRANK JENSEN, JR. and JANE DOE JENSEN, a marital community, FRANK JENSEN and JANE POE JENSEN, a marital community, JAMES E. SHAUG and JANE DOE SHAUG, a marital community, and WILLIAM A. SHAUG and JANE POE SHAUG, a marital community, and AGNES GRIFFIN and JOHN DOE GRIFFIN, a marital community, and GENERAL DISPOSAL CORPORATION, a Washington corporation, Defendants.	No. C96-0037 DEFENDANT CITY OF KENT'S ANSWER, COUNTERCLAIMS, CROSS-CLAIMS, AND REQUEST FOR DECLARATORY RELIEF AND DAMAGES

Defendant, City of Kent, in answer to Plaintiff's Amended Complaint, admits, denies and alleges as follows:

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EXHIBIT B

I. PRELIMINARY STATEMENT

1. Answering paragraph 1 of Plaintiff's Amended Complaint, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

II. JURISDICTION AND VENUE

2. Answering paragraph 2 of Plaintiff's Amended Complaint, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

3. Answering paragraph 3 of Plaintiff's Amended Complaint, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the alleged release of hazardous substances and, therefore, denies the same.

III. FACTUAL ALLEGATIONS

4. Answering paragraph 4 of Plaintiff's Amended Complaint, Defendant City of Kent admits the same.

5. Answering paragraph 5 of Plaintiff's Amended Complaint, Defendant City of Kent admits that it owns a small parcel that may be within the landfill boundary.

6. Answering paragraph 6 of Plaintiff's Amended Complaint, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegation contained therein and, therefore, denies the same.

7. Answering paragraph 7 of Plaintiff's Amended Complaint, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

8. Answering paragraph 8 of Plaintiff's Amended Complaint, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

9. Answering paragraph 9 of Plaintiff's Amended Complaint, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

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10. Answering paragraph 10 of Plaintiff's Amended Complaint, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

11. Answering paragraph 11 of Plaintiff's Amended Complaint, Defendant City of Kent admits that the landfill lies within the City of Kent, but is without sufficient information to form a belief as to the truth or falsity of the remaining allegations contained therein and, therefore, denies the same.

12. Answering paragraph 12 of Plaintiff's Amended Complaint, Defendant City of Kent denies that all residential and commercial waste generated within the city limits were subject to contract with garbage haulers, like General Disposal. Kent admits based on information and belief that General Disposal may have dumped waste from outside the city limits at Kent Highlands. In regard to the remaining allegations, the City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

13. Answering paragraph 13 of Plaintiff's Amended Complaint, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

14. Answering paragraph 14 of Plaintiff's Amended Complaint, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

15. Answering paragraph 15 of Plaintiff's Amended Complaint, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

16. Answering paragraph 16 of Plaintiff's Amended Complaint, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

17. Answering paragraph 17 of Plaintiff's Amended Complaint, Defendant City of Kent denies the same.

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IV. FIRST CAUSE OF ACTION: COST OF RECOVERY UNDER CERCLA § 107(A)

18. Answering paragraph 18 of Plaintiff's Amended Complaint, Defendant City of Kent incorporates by reference all of its answers to paragraphs 1-17 of Plaintiff's Amended Complaint as set forth above.

19. Answering paragraph 19 of Plaintiff's Amended Complaint, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

20. Answering paragraph 20 of Plaintiff's Amended Complaint, Defendant City of Kent admits that it was an owner of a portion of the real property on which the landfill is located, but is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained therein and, therefore, denies the same.

21. Answering paragraph 21 of Plaintiff's Amended Complaint, Defendant City of Kent denies that it was the disposer or arranger for disposal and is without sufficient information to form a belief as to the truth or falsity of the other allegations contained therein and, therefore, denies the same.

22. Answering paragraph 22 of Plaintiff's Amended Complaint, Defendant City of Kent denies the same.

23. Answering paragraph 23 of Plaintiff's Amended Complaint, Defendant City of Kent denies the same.

24. Answering paragraph 24 of Plaintiff's Amended Complaint, Defendant City of Kent denies that it is jointly and severally liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. §9607(a) for any past, present and future costs incurred by plaintiff. Defendant City of Kent is without sufficient knowledge or information to form a belief as to the liability of any other party and, therefore, denies the same.

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V. SECOND CAUSE OF ACTION: CONTRIBUTION UNDER CERCLA §113

25. Answering paragraph 25 of Plaintiff's Amended Complaint, Defendant City of Kent incorporates by reference all of its answers to paragraphs 1-24 of Plaintiff's Amended Complaint as set forth above.

26. Defendant City of Kent denies that it is liable in contribution to plaintiff City of Seattle pursuant to 42 U.S.C. §9613(f)(1).

VI. THIRD CAUSE OF ACTION: MODEL TOXICS CONTROL ACT

27. Answering paragraph 27 of Plaintiff's Amended Complaint, Defendant City of Kent incorporates by reference all of its answers to paragraphs 1-26 of Plaintiff's Amended Complaint as set forth above.

28. Answering paragraph 28 of Plaintiff's Amended Complaint, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

29. Answering paragraph 29 of Plaintiff's Amended Complaint, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

30. Defendant City of Kent denies that it is liable, pursuant to RCW 70.105D.080, for past, present and future response costs incurred by plaintiff City of Seattle.

VII. FOURTH CAUSE OF ACTION: DECLARATORY RELIEF

31. Answering paragraph 31 of Plaintiff's Amended Complaint, Defendant City of Kent incorporates by reference all of its answers to paragraphs 1-30 of Plaintiff's Amended Complaint, as set forth above.

32. Answering paragraph 32 of Plaintiff's Amended Complaint, Defendant City of Kent denies the same as to the City of Kent which previously settled all alleged liability to the

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City of Seattle.

33. Answering paragraph 33 of Plaintiff's Amended Complaint, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

34. Defendant City of Kent denies that it may be subject to a declaratory judgment pursuant to 28 U.S.C. §2201(a) finding it jointly and severally liable for response costs to be incurred by the plaintiff City of Seattle.

VIII. AFFIRMATIVE DEFENSES

By way of further answer and affirmative defenses Defendant City of Kent alleges as follows:

1. Plaintiff's claims are barred by accord and satisfaction arising from the settlement between the parties dated August 6, 1986, attached hereto as Exhibit A.

2. All or a portion of plaintiff's claims are barred by failure to provide timely, contemporaneous notice to the City of Kent or to otherwise follow the City of Kent's claims procedures.

3. Plaintiff's Amended Complaint fails to state a claim on which relief can be granted against the City of Kent.

4. Plaintiff's claims against the City of Kent are barred in whole or in part by the statute of limitations.

5. Plaintiff's claims against the City of Kent are barred in whole or part by the equitable doctrines of unclean hands, waiver and estoppel.

6. Plaintiff's claims against the City of Kent are barred by laches due to plaintiff's prior acts and/or omissions, including its failure to notify the City of Kent that it had incurred costs not subject to settlement under the settlement agreement dated August 6, 1986. Alternatively, the plaintiff has waived its claims against the City of Kent asserted herein.

7. The damages, if any, claimed by the plaintiff herein, arose out of a condition of which plaintiff had knowledge and to which plaintiff voluntarily subjected itself.

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8. The damages, if any, claimed by the plaintiff were proximately caused or contributed by the conduct of plaintiff.

9. The plaintiff has failed to join necessary or indispensable parties.

10. The plaintiff has failed to mitigate its damages, if any, and protect itself from avoidable consequences.

11. The damages sustained, if any, were proximately caused by the conduct of a third person or persons over whom Defendant City of Kent had no control, and of which Defendant City of Kent had no notice.

12. The costs and expenses incurred or to be incurred by plaintiff are not recoverable by the City of Seattle because they were neither necessary, nor cost effective.

13. The costs and expenses incurred or to be incurred by plaintiff are not recoverable by the City of Seattle to the extent that the remedial actions undertaken at the landfill were not substantially equivalent to hazardous or dangerous waste remedial actions conducted or supervised by the EPA or the Washington State Department of Ecology.

14. Plaintiff's contributory or comparative fault, acts, omissions, negligence, or other tortious or wrongful conduct should reduce or bar its recovery from the City of Kent.

15. Although stated as a claim under CERCLA §107(a), 42 U.S.C. §9607(a), the present action is filed by the City of Seattle for contribution, accordingly, the equitable principals of CERCLA §113(f), 42 U.S.C. §9613(f), govern allocation of liability among the parties at trial. By settlement dated August 6, 1986 the City of Seattle is barred from bringing a claim against Kent under 42 U.S.C. §9613(f).

16. In the event the City of Kent is found to be liable, it should only be held liable for its equitable share of recoverable response costs, if any.

17. The claims asserted by plaintiff in its complaint are barred because plaintiff selected the landfill as the disposal site and encouraged, authorized, directed and/or regulated the transportation of waste to the landfill and has realized economic benefits from its operation.

18. To the extent, if any, City of Kent is liable for contribution for any response costs incurred by plaintiff, the City of Kent is not jointly and severally liable because the harm, if any,

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is divisible and subject to a reasonable method of apportionment.

19. In the event of a finding of any liability in favor of the plaintiff, the City of Kent's proportionate liability has already been contributed and paid in the form of Kent's performance under the settlement agreement dated August 6, 1986.

20. To the extent, if any, the plaintiffs sustained any of the damages alleged, it had full knowledge of and assumed and accepted the hazards and risks which caused, contributed to or resulted in its alleged damages.

21. Any alleged releases or threats of releases were caused solely by acts of God and, therefore, the plaintiff's claims are barred under 42 U.S.C. §9607(b)(1) and Kent has no liability by law.

22. The plaintiff is solely liable for the full and total costs of response and damages because it was the operator of the landfill and the release or threat of release of hazardous substances was the result of its willful misconduct, its willful negligence and its violation of applicable safety, construction or operating standards, regulations or other applicable orders or decrees.

23. The Plaintiff's Amended Complaint is barred to the extent that the response actions, including assessment, containment, removal and remedial actions, allegedly undertaken by the plaintiff are and were inconsistent or, in the alternative, were inconsistent with the National Contingency Plan.

24. The plaintiff's claims under CERCLA are barred or limited insofar as they seek to recover costs, damages, and expenses other than "response" costs, as that term is defined by sections 101(23), (24), and (25) of CERCLA, 42 U.S.C. §9601(23), (24), and (25) as those terms were known to the City of Seattle and the City of Kent on August 6, 1986.

25. The plaintiff's alleged causes of action, whether federal or state, are barred by the doctrine of unjust enrichment.

26. Plaintiff cannot recover costs, damages, and other expenses that it has incurred or will incur to comply with its independent legal obligations to effect closure of the landfill in compliance with state and federal laws, including the costs of SEPA compliance and compliance

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with the Minimum Functional Standards (MFS) for solid waste landfills.

27. Plaintiff has no statutory or other applicable legal basis for recovering its attorney fees under its CERCLA claims for relief in this action.

28. Plaintiff's request for declaratory relief against City of Kent is premature insofar as it cannot presently be determined whether plaintiff's alleged further costs are consistent with the National Contingency Plan, are reasonable and cost effective, or whether the future remedial actions are the substantial equivalent of remedial actions conducted or supervised by the EPA or the Department of Ecology.

29. The plaintiff's claim is barred by the statute of frauds to the extent that it is inconsistent with the written settlement between the City of Seattle and the City of Kent.

30. Plaintiff's failure to provide contemporaneous notification to the City of Kent of the costs incurred or actions taken at the landfill has severely prejudiced the City of Kent's ability to assess the appropriateness of the City's actions or to reduce those costs and are therefore barred on equitable grounds.

31. Plaintiff's use of property allegedly owned or possessed by City of Kent was unauthorized and lacked legal authority except in furtherance of the settlement between the parties.

32. The City of Seattle has already received tipping and scale fees from the operation of the landfill and that the City of Seattle has received tax revenues and purchases to pay for closure. These sums were received specifically to defray the costs of operating and closing its landfill operation. Said receipts should be applied in whole or in part as an offset to any costs the City is seeking to recover in this action.

IX. RESERVATION OF RIGHTS

City of Kent is in the process of investigating this action and specifically reserves the right to amend its answer by way of adding affirmative defenses, counterclaims, cross-claims and/or third-party claims as additional facts are obtained through further investigation and discovery.

X. COUNTERCLAIMS AGAINST THE CITY OF SEATTLE

Defendant City of Kent incorporates by reference all allegations of this Answer,

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Counterclaim, and Cross-Claims as though set out in full against the City of Seattle.

Defendant City of Kent counterclaims for breach of contract, contribution, and declaratory relief against the City of Seattle as follows:

JURISDICTION AND VENUE

10.1 This court has jurisdiction and venue over the subject matter of these counterclaims by virtue of its ancillary, pendant, and supplemental jurisdiction.

GENERAL ALLEGATIONS OF FACTS

10.2 The City of Seattle fully compromised and settled all liabilities between Seattle and the City of Kent for cleanup of the Kent Highlands landfill by settlement dated August 6, 1986, attached hereto as Exhibit A.

10.3 The City of Seattle further agreed to indemnify the City of Kent from all third-party claims arising from the operation of the landfill, except certain narrow third-party claims enumerated in the settlement agreement.

10.4 The settlement agreement is an absolute barr to any suit by the City of Seattle against the City of Kent over liabilities arising from cleanup of the Kent Highlands landfill.

10.5 As a condition of settlement and as the City of Seattle's performance under the settlement agreement, the City of Seattle agreed to fully perform the remediation and closure of the Kent Highland's landfill without further charge or claim against the City of Kent.

10.6 The City of Seattle has not been threatened with, or paid any, third-party claim or liability reserved from the City of Seattle's indemnity obligation under the August 6, 1986 settlement.

10.7 The City of Seattle's claims made in its lawsuit are contradicted by its actions over the past ten years that confirm a full and complete settlement with the City of Kent and preclude this lawsuit.

10.8 The City of Seattle has never informed Kent that it was incurring substantial liabilities that it would attempt to impose on Kent under the settlement agreement.

10.9 The City of Seattle never segregated its accounting to distinguish between the performance that it was obligated to make under the settlement agreement and any other charges

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it incurred that it now alleges are outside the claims settled.

10.10 The City of Kent is injured by the delay in notification of these alleged charges and the City of Seattle's failure to make a contemporaneous accounting.

10.11 For the City of Seattle's performance under the settlement agreement, the City of Kent expended in excess of $1 million and compromised claims against the City of Seattle in excess of several million additional dollars.

10.12 In exchange for the expenditure of costs and the performance by the City of Kent, the City of Kent obtained certain enumerated benefits including (a) protection from the ongoing expense and uncertainty of ongoing and new litigation and (b) protection from certain closure and post closure costs.

10.13 The City of Seattle's lawsuit breaches the settlement agreement and denies the City of Kent the benefit of the settlement.

10.14 The City of Kent is damaged by the City of Seattle's breach of the settlement agreement by the necessity to incur the costs and uncertainty of litigation with the City of Seattle over liabilities that were settled.

10.15 The City of Kent is damaged by the City of Seattle's breach of the settlement agreement by the necessity to incur the costs and uncertainty of litigation with third-parties arising from unsupportable and otherwise improper claims brought by the City of Seattle.

10.16 The City of Kent is damaged by the City of Seattle's breach of its settlement agreement by the failure of the City of Seattle to perform the cleanup and to timely account for its expenditures in such a manner as to assure reimbursement from all liable parties and to others protect and indemnify the City of Kent from third-party liabilities.

10.17 The City of Kent is damaged by the City of Seattle's breach in an amount to be proven at the time of trial not less than $1 million.

10.18 The City of Kent is entitled to payment for any costs, including its actual reasonable attorneys' fees, incurred in defending claims barred by the City of Seattle's earlier settlement or otherwise subject to indemnification under the settlement agreement.

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10.19 The City of Kent's property has been damaged and rendered useless by the City of Seattle's actions.

XI. ANSWER TO CROSS-CLAIMS BY DEFENDANT KING COUNTY

Defendant City of Kent incorporates by reference all allegations of this Answer, Counterclaim and Cross-Claim as though set out in full against defendant King County.

Defendant City of Kent, in answer to Defendant King County's amended answer and cross-claims, admits, denies and alleges as follows:

11.1 Answering paragraph 103 of Defendant King County's cross-claim against other defendants, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

11.2 Answering paragraph 104 of Defendant King County's cross-claim against other defendants, Defendant City of Kent denies that any and all damages asserted by plaintiff resulted in whole or in part by other named defendants excluding King County.

11.3 Answering paragraph 105 of King County's cross-claim, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

11.4 Answering paragraph 106 of King County's cross-claim, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

XII. ANSWER TO CROSS-CLAIMS BY DEFENDANTS GRIFFEN-JENSEN

Defendant City of Kent incorporates by reference all allegations of this Answer, Counterclaim, and Cross-Claim as though set out in full against defendants Griffen-Jensen.

Defendant City of Kent, in answer to Defendant Griffen-Jensen's cross-claim, admits, denies and alleges as follows:

12.1 Answering paragraph 117 of Defendant Griffen-Jensen's Answer and Cross-Claim, Defendant City of Kent admits that this court has jurisdiction and venue over the subject matter of such cross-claims.

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12.2 Answering paragraph 118 of Defendant Griffen-Jensen's Answer and Cross-Claim, Defendant City of Kent admits that plaintiff City of Seattle has brought a suit against Griffen-Jensen and others pursuant to CERCLA, 42 U.S.C. §9601 et seq. and MTCA Chapter 70.105D RCW.

12.3 Answering paragraph 119 of Defendant Griffen-Jensen's Answer and Cross-Claim, Defendant City of Kent admits that the cross-claim defendants are identified in paragraphs 5, 6, 8, and 9 of plaintiff's original complaint, but is without sufficient information to form a belief as to the truth or falsity of the remaining allegations contained therein and, therefore, denies the same.

12.4 Answering paragraph 120 of Defendant Griffen-Jensen's Answer and Cross-Claim, Defendant City of Kent admits that the City of Seattle, in its complaint, alleges that cross-claim defendants, the City of Kent and King County are owners of a portion of the landfill, but is without sufficient information to form a belief as to the truth or falsity of such allegations contained therein and, therefore, denies the same.

12.5 Answering 121 of Defendant Griffen-Jensen's Answer and Cross-Claim, Defendant City of Kent admits that the City of Seattle alleges cross-claim defendants Amalgamated Services, Inc. and Washington Waste Hauling & Recycling, Inc. arranged for disposal of or transported, for disposal, hazardous substances to the Kent-Highlands landfill in Kent, Washington. However, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of such allegations contained therein and, therefore, denies the same.

12.6 Answering paragraph 122 of Defendant Griffen-Jensen's Answer and Cross-Claim, Defendant City of Kent incorporates by reference all of its answers to paragraphs 12.1 through 12.5 as though set forth in full.

12.7 Answering paragraph 123 of Defendant Griffen-Jensen's Answer and Cross-Claim, Defendant City of Kent admits that the cross-claim defendants, excluding Defendant City of Kent, are each a "person" as defined in 42 U.S.C. §9601(21), but is without sufficient information to form a belief as to the truth or falsity of the remaining allegations contained

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therein and, therefore, denies the same.

12.8 Answering paragraph 124 of Defendant Griffen-Jensen's Answer and Cross-Claim, Defendant City of Kent admits that the cross-claim defendants, excluding City of Kent, are each potentially "covered persons" pursuant to Section 107(a) of CERCLA, 42 U.S.C. §9607(a), and depending on the facts may be strictly, jointly, and severally liable for the response costs, if any, incurred in responding to the release or threatened release of hazardous substances at the landfill. As to the remaining allegations contained therein, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of such allegations and, therefore, denies the same.

12.9 Answering paragraph 125 of Defendant Griffen-Jensen's Answer and Cross-Claim, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

12.10. Answering paragraph 126 of Defendant Griffen-Jensen's Answer and Cross-Claim, Defendant City of Kent incorporates by reference all of its answers to 12.1 through 12.9 as though set forth in full.

12.11 Answering paragraph 127 of Defendant Griffen-Jensen's Answer and Cross-Claim, Defendant City of Kent admits that the cross-claim defendants, excluding Defendant City of Kent, are each potentially a "person" as defined in RCW 70.105D.020(7), but is without sufficient information to form a belief as to the truth or falsity of the remaining allegations contained therein and, therefore, denies the same.

12.12 Answering paragraph 128 of Defendant Griffen-Jensen's Answer and Cross-Claim, Defendant City of Kent admits that the cross-claim defendants, excluding Defendant City of Kent, may be strictly, jointly, and severally liable for the remedial action costs, if any, incurred in responding to the release or threatened release of hazardous substances at the landfill. As to the remaining allegations contained therein, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of such allegations and, therefore, denies the same.

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12.13 Answering agraph 129 of Defendant Griffen-Jensen's Answer and Cross-Claim, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

12.14 Answering paragraph 130 of Defendant Griffen-Jensen's Answer and Cross-Claim, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

XIII. ANSWER TO CROSS-CLAIMS BY DEFENDANT GENERAL DISPOSAL

Defendant City of Kent incorporates by reference all allegations of this Answer, Counterclaim and Cross-Claim as though set out in full against Defendant General Disposal.

Defendant, City of Kent in answer to Defendant General Disposal's Answer to Amended Complaint, Counterclaims and Cross-Claims, admits, denies and alleges as follows:

13.1 Answering paragraph 92 of Defendant General Disposal's Answer to Amended Complaint, Counterclaims and Cross-Claims, Defendant City of Kent admits that plaintiff City of Seattle, in its complaint, alleges that the named defendants are jointly and severally liable to it, under Section 107 CERCLA and MTCA RCW Chapter 70.105D. As to the truth or falsity of such allegations contained therein, Defendant City of Kent is without sufficient information to form a belief and, therefore, denies the same.

13.2 Answering paragraph 93 of Defendant General Disposal's Answer to Amended Complaint, Counterclaims and Cross-Claims, Defendant City of Kent is without sufficient information to form a belief as to the truth of falsity of the allegations contained therein and, therefore, denies the same.

XIV. ANSWER TO CROSS-CLAIMS BY DEFENDANT WASHINGTON WASTE HAULING AND RECYCLING, INC.

Defendant City of Kent incorporates by reference all allegations of this Answer, Counterclaim and Cross-Claim as though set out in full against Defendant Washington Waste Hauling & Recycling, Inc.

Defendant, City of Kent in answer to Defendant Washington Waste Hauling & Recycling, Inc.'s Answer, Counterclaim and Cross-Claim admits, denies, and alleges as follows:

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14.1 Answering ıgraph 65 of Defendant Washington waste Hauling & Recycling, Inc.'s Answer and Cross-Claim, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

14.2 Answering paragraph 66 of Defendant Washington Waste Hauling & Recycling, Inc.'s Answer and Cross-Claim, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

14.3 Answering paragraph 67 of Defendant Washington Waste Hauling & Recycling, Inc.'s Answer and Cross-Claim, Defendant City of Kent is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and, therefore, denies the same.

XV. CROSS-CLAIMS

Pursuant to Rule 13(g) of the Federal Rules of Civil Procedure, City of Kent alleges the following cross-claims against each and every other defendant named in paragraphs 6, 7, 8, 9 and 10 of Plaintiff's Amended Complaint:

JURISDICTION AND VENUE

15.1 This court has jurisdiction over the subject matter of these cross-claims by virtue of Sections 113(b) and (f) of CERCLA, 42 U.S.C. §9613(b) and (f) of CERCLA and 28 U.S.C. §1331. Venue is found under Section 113(b) of CERCLA, 42 U.S.C. §9163(b), 28 U.S.C. §1391.

GENERAL ALLEGATIONS AND FACTS

Defendant City of Kent incorporates by reference all allegations of this Answer, Counterclaim and Cross-Claims as though set out in full against Defendant King County, Defendants Griffen-Jensen, Defendant General Disposal, Defendant Amalgamated Services, Inc. and Defendant Washington Waste Hauling & Recycling, Inc.

15.2 Plaintiff City of Seattle has brought a suit against City of Kent, and others pursuant to CERCLA, 42 U.S.C. §9601 et seq., and MTCA, Chapter 70.105D RCW.

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15.3 Cross-claim defendants are identified in paragraphs 6, 7, 8, 9 and 10 of Plaintiff's Amended Complaint. The allegations contained in paragraphs 6, 7, 8, 9 and 10 of the Amended Complaint are hereby incorporated by reference in full.

15.4 In its Amended Complaint, the City of Seattle alleges that cross-claim defendants, King County, Mearl L. Jensen, William Frank Jensen, Jr., Frank Jensen, James E. Shaug, and William A. Shaug, are partners in the "Jensen Group," a general partnership. The City of Seattle alleges that the Jensen Group and Agnes Griffen (collectively, "Griffen-Jensen") are owners, as tenants in common, of a portion of the landfill. Defendant City of Kent incorporates such allegations herein.

15.5 In its Amended Complaint, the City of Seattle alleges that cross-claim defendants Amalgamated Services, Inc., Washington Waste Hauling & Recycling, Inc. and General Disposal Corp. disposed, transported or arranged for disposal of hazardous substances to the Kent-Highlands Landfill in Kent, Washington. Defendant City of Kent incorporates such allegations herein.

CAUSES OF ACTION

A. Contributions Under CERCLA

15.6 The City of Kent incorporates by reference paragraphs 14.1 through 14.5 as though set forth in full.

15.7 The cross-claim defendants are each a "person" as defined in 42 U.S.C. §9601(21).

15.8 The cross-claim defendants are each a "covered person" pursuant to Sections 107(a) of CERCLA, 42 U.S.C. §9607(a), and are strictly, jointly and severally liable for the response costs, if any, incurred in responding to the release or threatened release of hazardous substances at the landfill.

15.9 If any judgment or order is entered against City of Kent with regard to the landfill, City of Kent is entitled to indemnity from the City of Seattle and/or contribution from the cross-claim defendants pursuant to 42 U.S.C. §9613(f) and to a declaration of the future liability of the City of Seattle and/or the cross-claim defendants pursuant to 42 U.S.C. §9613(g)(2) and 28 U.S.C. §2201.

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B. Model Tox .ontrol Act

15.10 City of Kent incorporates by reference paragraphs 11.6 through 11.9 as though set forth in full.

15.11 Each cross-claim defendant is a "person" as defined in RCW 70.105D.020(7).

15.12 The cross-claim defendants are strictly, jointly and severally liable for the remedial action costs, if any, incurred in responding to the alleged release or threatened release of hazardous substances at the landfill.

15.13 If any judgment or order is entered against City of Kent pursuant to Chapter 70.105D RCW with regard to the landfill, City of Kent is entitled to indemnity from the City of Seattle and/or contribution from the cross-claim defendants.

15.14 If any judgment or order is entered against City of Kent pursuant to RCW 70.105D with regard to the landfill, City of Kent is entitled to indemnity from the City of Seattle and/or contribution under RCW 4.22.

XVI. PRAYER FOR RELIEF

WHEREFORE, Defendant City of Kent requests the following:

16.1 Dismissal with prejudice of the claims of plaintiff against City of Kent in Plaintiff's Amended Complaint;

16.2 All damages proximately caused by the City of Seattle's breach of its settlement agreement with the City of Kent, including all administration costs and attorneys' fees incurred in defense of this action;

16.3 All damages caused by injury to the City of Kent's property;

16.4 Full indemnification including defense costs from the City of Seattle as incurred by the City of Kent in defending against the primary complaint and all cross-claims;

16.5 Dismissal with prejudice of the cross-claims of King County against City of Kent;

16.6 Dismissal with prejudice of the cross-claims of Griffen-Jensen against City of Kent;

16.7 Dismissal with prejudice of the cross-claims of General Disposal against City of Kent;

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16.8 Declaratory gment that the City of Seattle's claims against the City of Kent are absolutely barred by its earlier settlement;

16.9 Declaratory judgment that the City of Seattle is obligated by its August 6, 1986 settlement to defend and indemnify the City of Kent against all claims herein;

16.10 Declaratory judgment that the City of Seattle and cross-claim defendants are jointly and severally liable for any and all response costs and remedies requested in the complaint;

16.11 Judgment for contribution including a declaration of future liability on the counterclaims of City of Kent against the City of Seattle;

16.12 Judgment for contribution including a declaration of future liability on the cross-claims of City of Kent against the cross-claim defendants;

16.13 Prejudgment and post-judgment interest in the maximum amount provided by law;

16.14 An order declaring that the City of Kent is not liable for damages resulting from landfill and other activities performed on the property, or for any resulting damages;

16.15 An award of the costs, including reasonable, actual attorney's fees, incurred by City of Kent in this litigation and arising from the breach of the settlement agreement by the City of Seattle; and

16.16 Such additional and further relief as this court deems just and equitable.

DATED this 24th day of April, 1996.

Respectfully submitted,

Roger A. Lubovich, WSBA #8942
City Attorney
Attorney for Defendant City of Kent
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

MIDWAY SAND AND GRAVEL, INC., ET AL. Plaintiffs, v. CITY OF SEATTLE, ET AL. Defendants.	NO. 84-2-04204-4 SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 THIS AGREEMENT is made this 6th day of August, 1986, between Defendant City of Kent, and Defendant City of Seattle, resolving all crossclaims made against Defendant City of Kent (Kent), by Defendant City of Seattle (Seattle), and all and any crossclaims by Kent alleged against Seattle arising out of a complaint for damages and declaratory relief filed by Plaintiff Midway Sand and Gravel, Inc., et al., in the above-entitled court resulting from the operation and closure of the Midway Landfill located in Kent, Washington.

2. RECITALS

Midway Landfill

2.1 In March of 1984, Midway Sand & Gravel, Inc. filed

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EXHIBIT A

suit against Seattle and others in King County Superior Court under Cause No. 84-2-04204-4. In the same lawsuit Seattle and Kent filed cross-claims against each other.

2.2 On or about May 29, 1984, Defendant City of Seattle, filed an Answer on behalf of the City of Seattle, Charles Royer, as Mayor of the City of Seattle, Eugene P. Avery, as Director of Engineering for the City of Seattle, and Richard P. Owings, as Manager of the City of Seattle Solid Waste Utility, setting forth affirmative defenses and counterclaims, including a crossclaim against Defendant City of Kent.

2.3 On or about June 4, 1984, Defendant City of Kent, filed its Answer to Plaintiff's Complaint, including counterclaims against Plaintiffs and crossclaims against Defendant City of Seattle and Defendant King County.

2.4 On or about June 15, 1984, Defendant City of Seattle filed amended counterclaims against Plaintiffs and amended crossclaims against Defendant City of Kent.

2.5 On or about June 29, 1984, Plaintiff Midway Sand and Gravel, Inc., filed a reply to counterclaims asserted by Defendant City of Kent. On July 3, 1984, Plaintiff Midway Sand and Gravel, Inc., filed a reply to counterclaims asserted against them by Defendants Seattle, Royer, Avery, and Owings.

2.6 On August 20, 1984, Defendant City of Kent, filed a reply to crossclaims asserted against it by Defendant City of Seattle.

2.7 On August 27, 1985, the parties acting through respective counsel stipulated to entry of a trial date set for June 16, 1986 following the availability of a Final Environmental Impact Statement for the closure of the Midway Landfill.

2.8 On or about February 26, 1986, Plaintiff Midway Sand and Gravel, Inc., filed a Motion for Partial Summary Judgment of Liability and Inverse Condemnation against Defendant City of Seattle, the matter being set for argument on March 26, 1986 along with supporting legal memorandum and affidavits of Robert P.

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Stearns, Jerry Fairbanks, and Louis Romano.

2.9 On or about March 17, 1986, Defendant City of Seattle, filed a Motion in Opposition to Plaintiff's Motion for Partial Summary Judgment of Liability and Plaintiff's Claim for Inverse Condemnation along with a legal memorandum and supporting affidavits of Richard D. Owings, J. Michael Strong, and Clyde N. Moore.

2.10 On or about March 25, 1986, Plaintiff Midway Sand and Gravel, Inc., filed a rebuttal memorandum in support of its Motion for Partial Summary Judgment of Liability against Defendant City of Seattle based upon inverse condemnation.

2.11 The parties to this agreement desire to settle and compromise their several cross claims and to terminate the litigation between them. All other parties have previously settled in said cause of action, leaving only Seattle and Kent as real parties in interest.

Kent-Highlands Landfill

2.12 On or about April 21, 1978, The City of Seattle together with Kent-Highlands, Inc., filed a complaint for injunctive and declaratory relief against the City of Kent in the Superior Court for King County in Cause No. 844 216 concerning Seattle's operation and management of another landfill located in the City of Kent, the Kent-Highlands Landfill. Plaintiffs contended that closure of the Kent-Highlands Landfill by the City of Kent would cause irreparable harm and sought a permanent injunction restraining Defendant City of Kent from terminating or otherwise restricting Plaintiff Seattle's operation of the landfill. Following the granting of partial relief, remaining claims of the respective parties were continued and are pending final resolution.

2.13 WHEREAS both parties desire to resolve all litigation and issues involving landfills in the City of Kent, and recognizing the need to work together in devising comprehensive solutions to deal with the impacts of both landfills, counsel for Seattle and Kent believe that the settlement set forth below is

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[illegible]

fair, reasonable and adequate as to the parties' respective claims against each other and as to Kent's claim against Midway Sand & Gravel, Inc., which has been indemnified by Seattle. The following Agreement sets forth the terms of such settlement and incorporates by reference herein all files and records in the above actions as if set forth verbatim.

3. AGREEMENT

3.1 The City of Seattle agrees to defend, indemnify and hold harmless the City of Kent from any and all claims, demands, actions (including Production Plastics, Inc. v. City of Seattle, King County Superior Court No. 85-2-04123-2), injuries, losses, damages, costs, or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising by reason of the City of Seattle's prior and continued use of the Midway Landfill and Kent-Highlands Landfill or any portion thereof, or by reason of any proven act or omission of the City of Seattle or its agents, permittees, or invitees. This indemnity shall cover, but shall be limited to, any claims that may have been made or that may be made in the future against the City of Kent, its elected and appointed officials, officers, employees and agents by persons or entities claiming injury to or on behalf of their persons, property, or business due to deposits of waste, refuse and other material. This indemnity shall also cover any liabilities that may be imposed by law on the City of Kent, for cleanup of the Midway Landfill property only under the so-called federal "Superfund Program" under the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9600, et seq., or other governmental agency programs; Provided, that this indemnification shall not apply to final judgments against the City of Kent arising out of either landfills based on an actual determination by a finder of fact that monetary damages suffered by a third party were actually and proximately caused by intentional tortious

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acts of the City of Kent, its employers, officials or agents or by negligence solely on the part of the City of Kent, its employees, officials or agents; Provided, further, that this indemnification shall for both landfills not apply to any action undertaken by Kent, its agents or employees toward satisfaction of the conditions stated in Paragraph 3.2 herein; Provided, further, that this indemnification shall not cover any liabilities that may be imposed by law upon the City of Kent as a contributor of refuse to the Kent-Highlands Landfill for cleanup of the Kent-Highlands Landfill under the "Superfund Program" pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §9600, et seq.

3.2 The City of Kent agrees to take the following action to maintain the stability and integrity of affected neighborhoods in the City of Kent through the exercise of its municipal authority:

3.2.1 The City of Kent shall establish a new fire station on the West Hill region of Kent, subject to passage of a bond issue which permits financing such facilities.

3.2.2 Upon completion of the fire station, identified in Section 3.2.1, Kent shall dedicate its present fire station site at 3514 S. 252nd Street in Kent, as a public park which it shall maintain and operate for the benefit of children of the citizens of Kent, including the West Hill communities.

3.2.3 The City of Kent shall undertake and complete installation of sanitary side sewers and related appurtenances on 38th Avenue S. from S. 253rd Street to S. 251st Street pursuant to City of Kent Ordinance No. 2540 (Local Improvement District No. 319).

3.2.4 The City of Kent shall not undertake any action to rezone or downzone any of the Midway Landfill or contiguous properties that are currently or may be owned by the City of Seattle, or which may later be acquired by Seattle pursuant to this Agreement, so that Seattle would be unable to

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make commerci[illegible]e of said properties, or conv[illegible] others who would be unabl[illegible] to make commercial use of the pr[illegible]ties.

3.3 The City of Kent agrees to convey by quitclaim for consideration of the covenants herein, but no money consideration, all Midway Landfill property deeded to the City of Kent by Joseph Romano as described more fully in Exhibit "A" attached and incorporated by reference herein.

3.4 The City of Kent agrees to cooperate with the City of Seattle in the expeditious granting of any and all necessary easements, franchises, and permits for the use of City of Kent properties and rights-of-way without fees or charges in order for the City of Seattle to institute and complete landfill closure and postclosure cleanup activities for both landfills, including abatement of off-site contamination from the landfills in affected neighborhoods. Any such activities permitted or authorized by the City of Kent and conducted by the City of Seattle must be undertaken in an environmentally safe manner that minimizes or eliminates adverse health and environmental impacts to the public. Such activities do not include the City of Seattle's Good Neighbor Program initiated prior to the Agreement. The City of Kent reserves the right to continued comments on the City of Seattle's closure and postclosure actions of both landfills and solid waste planning.

3.5 The City of Kent agrees to withdraw its claim for damages filed against the City of Seattle on April 21, 1986. Kent further agrees not to reinstate such claims or to make any future claims against Seattle for claimed pollution or other damage to air, water, and land attributable to Seattle's operation of the Midway and Kent-Highlands Landfills, or for the employment of municipal services, labor, salary, goods or property, real and personal, in connection with the operation of the Midway and Kent-Highlands Landfills or their closure.

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3.6 Consistent with Seattle's established plan to close Kent-Highlands Landfill operations on December 31, 1986, the City of Seattle agrees to cease operations at the Kent-Highlands Landfill as soon as possible, but no later than December 31, 1986, subject, however, to the deposit of clean fill only and closure/postclosure cleanup and related activities conducted at the site. The City of Kent agrees that it will not dispose of its collected solid waste at any facility other than the Kent-Highlands Landfill until December 31, 1986, unless the City of Seattle agrees to an earlier date, or unless the City of Seattle commences utilization of an alternate landfill.

3.7 The City of Kent and City of Seattle further agree to dismiss with prejudice all pending claims in the above-entitled cases upon pleadings or stipulated judgment prepared by the City of Seattle.

Dated this 6th day of August, 1986.

CITY OF SEATTLE

BY: HONORABLE DOUGLAS N. JEWETT
CITY ATTORNEY

CITY OF KENT

BY: F. STEPHEN DIJULIO
CITY ATTORNEY

BY: BILL H. WILLIAMSON
ASSISTANT CITY ATTORNEY

BY: MARK R. BUCKLIN
KEATING, BUCKLIN & McCORMACK

ATTORNEYS FOR DEFENDANT
CITY OF KENT

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FEB 13 1997

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

CC TO JUDGE

James P. Murphy
(WSBA #18125)
Hoffman, Hart & Wagner
3740 Carillon Point
Kirkland, WA 98033
206-822-5879 /phone
206-803-3005 /fax
Atty. for Amalgamated Services, Inc.

Honorable John C. Coughenour

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

CITY OF SEATTLE, Plaintiff, v. CITY OF KENT, a municipal corporation; KING COUNTY; AMALGAMATED SERVICES, INC., a Washington corporation; WASHINGTON WASTE HAULING & RECYCLING, INC., a Delaware corporation; THE JENSEN GROUP, a general partnership; MEARL L. JENSEN and JOHN DOE JENSEN, a marital community; WILLIAM FRANK JENSEN, JR., and JANE DOE JENSEN, a marital community; FRANK JENSEN and JANE DOE JENSEN, a marital community; JAMES E. SHAUG and JANE DOE SHAUG, a marital community; WILLIAM A. SHAUG and JANE DOE SHAUG, a marital community; and AGNES GRIFFIN and JOHN DOE GRIFFIN, a marital community, Defendants. AMALGAMATED SERVICES, INC., a Washington corporation, Third-Party Plaintiff,	No. C96 0037 C THIRD-PARTY COMPLAINT OF AMALGAMATED SERVICES, INC.

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vs.

THE BOEING COMPANY, a Delaware corporation; SEATTLE DISPOSAL COMPANY, INC., a Washington corporation; TODD PACIFIC SHIPYARD CORPORATION, a Delaware corporation; TODD SHIPYARDS CORPORATION, a New York corporation; CROSBY & OVERTON, INC., a California corporation; BURLINGTON ENVIRONMENTAL, INC., a Washington corporation; BURLINGTON ENVIRONMENTAL INC., a Delaware corporation; PHILIP ENVIRONMENTAL SERVICES CORPORATION, a Missouri corporation; PHILIP ENVIRONMENTAL (Washington, Inc.), a Washington corporation; HIGP, INC., a Washington corporation doing business as Northwest Cooperage Co., Inc.; BROWNING FERRIS INDUSTRIES, INC., a corporation doing business in Washington; and CHEMICAL PROCESSORS, INC., a Washington corporation,

Third-Party Defendants.

Third-party plaintiff, Amalgamated Services, Inc. ("Amalgamated"), by and through its attorneys, James P. Murphy of Hoffman, Hart & Wagner, and for claims against The Boeing Company; Seattle Disposal Company, Inc.; Todd Pacific Shipyard Corporation; Todd Shipyards Corporation; Crosby & Overton, Inc.; Burlington Environmental, Inc.; Burlington Environmental, Inc. (Delaware corp.); Philip Environmental Services Corporation; Philip Environmental (Washington, Inc.); HIGP, Inc.; Browning Industries, Inc.; and Chemical Processors, Inc. ("third-party defendants") alleges as follows:

I. JURISDICTION AND VENUE

1. This court has subject matter jurisdiction pursuant to 28 U.S.C. §1331, 28 U.S.C. §2201, and 42 U.S.C. §9613. This court has pendent jurisdiction over claims made pursuant to Washington State law.

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2. Venue is appropriate in this district pursuant to 42 U.S.C. §9613(b) and 28 U.S.C. §1391, because the claims arose in the Western District of Washington.

3. Amalgamated is permitted to file this third-party action pursuant to this court's scheduling order of May 9, 1996, and amended on December 6, 1996.

II. PARTIES

4. Third-party plaintiff Amalgamated is a Washington corporation with its principal place of business in Sumner, Washington.

5. Third-party defendant The Boeing Company is a Delaware corporation with its principal place of business located in Seattle, Washington. The Boeing Company dumped, generated, transported or arranged for the transport of waste at the Kent/Highlands Landfill ("landfill") in Kent, Washington.

6. Third-party defendant Seattle Disposal Company, Inc., is a Washington corporation with its principal place of business located in Seattle, Washington. Seattle Disposal dumped, generated, transported or arranged for the transport of waste at the landfill

7. Third-party defendant Todd Pacific Shipyard Corporation is a Delaware corporation with its principal place of business located in Seattle, Washington. Todd Pacific Shipyard Corporation or its corporate predecessor-in-interest, dumped, generated, transported or arranged for the transport of waste at the landfill.

8. Third-party defendant Todd Shipyards Corporation is a New York corporation. Todd Shipyards Corporation or its corporate predecessor-in-interest dumped, generated, transported or arranged for the transport of waste at the landfill.

9. Third-party defendant Crosby & Overton, Inc., ("Crosby & Overton") is a California corporation doing business in Washington. Crosby & Overton dumped, generated, transported or arranged for the transport of waste at the landfill.

10. Third-party defendant Burlington Environmental, Inc. and Burlington Environmental Inc, (Delaware Corp.) (collectively referred to as "Burlington") are Washington

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and Delaware corporations respectively. Third-party defendants Burlington: (1) do or have done business in Washington as Chemical Processors, Inc. or (2) are successors-in-interest to the assets and liabilities of Chemical Processors, Inc. Burlington or their corporate predecessor(s) dumped, generated, transported or arranged for the transport of waste at the landfill.

11. Philip Environmental Services Corp. is a Missouri corporation doing business in Washington., Philip Environmental (Washington Inc.) is a Washington corporation also doing business in Washington. Both will be referenced collectively as "Philip Environmental." Upon information and belief, Philip Environmental is a successor-in-interest to the assets and liabilities of Chemical Processors, Inc. and/or Burlington. Philip Environmental and/or its corporate predecessor(s) dumped, generated, transported or arranged for the transport of waste at the landfill.

12. Third-party defendant HIGP, Inc., ("HIGP") is a Washington corporation doing business in Washington as Northwest Cooperage Co., Inc and or is a successor-in-interest to the assets and liabilities of Northwest Cooperage Co. HIGP as Northwest Cooperage dumped, generated, transported or arranged for the transport of waste at the landfill.

13. Third-party defendant Browning Ferris Industries, Inc., ("Browning") is, upon information and belief, a foreign corporation doing business in Washington.. Browning dumped, generated, transported or arranged for the transport of waste at the landfill.

14. Chemical Processors, Inc. is, upon information and belief, a Washington corporation that was and/or is doing business in Washington. Chemical Processors dumped, generated, transported, or arranged for the transport of waste at the landfill.

III. FACTUAL ALLEGATIONS RELATING TO AMALGAMATED'S CLAIM FOR DAMAGES

15. The City of Seattle ("Seattle") has sued Amalgamated in the underlying action in this case for certain costs, damages and injunctive and declaratory relief arising from the

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environmental cleanup and response efforts at the landfill. (A copy of Seattle's amended complaint is attached as Exhibit "A").

16. Seattle alleges and admits in the underlying lawsuit that it operated the landfill from 1968 through 1986. During the course of its operation of the landfill, Seattle dumped garbage and other waste material generated by it and others.

17. Seattle's lawsuit alleges that in 1987, it entered a consent order with the Department of Ecology requiring Seattle to perform certain environmental remedial and investigative measures to cleanup the landfill site.

18. Seattle alleges that it has nearly completed all of the remedial actions required by the consent order. Seattle claims that it has estimated its current expenses for the remedial actions to be no less than $25.5 Million. Seattle also alleges that it expects to incur future costs to complete the cleanup of the landfill site.

19. Seattle has also alleged that Amalgamated and others transported and/or arranged for disposal of hazardous substances at the landfill. Amalgamated has denied these allegations and has brought counterclaims against Seattle pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 *et seq*, and the Model Toxics Control Act ("MTCA"), RCW 70.105D.

20. On information and belief, Amalgamated states that third-party defendants by contract, agreement, or otherwise, dumped, generated or transported hazardous wastes at the landfill or arranged for disposal or treatment or arranged with a transporter to dump, dispose or deliver hazardous substances that were owned or possessed by the third-party defendants at the landfill. On information and belief, Amalgamated further states that third-party defendants accepted and transported hazardous substances of others for disposal or treatment at the landfill.

21. Each third-party defendant is liable to Amalgamated for contribution, indemnification or otherwise, in amounts to be proven at trial, for any and all liability that

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Amalgamated is found to be liable to Seattle or any other party to the underlying lawsuit for response costs related to the landfill.

IV. FIRST CLAIM

22. Amalgamated realleges the allegations of Paragraphs 1 through 21 as though fully set forth herein.

23. In the event Amalgamated is found to be liable to Seattle or any other party to the underlying lawsuit for response and/or remedial action costs related to the landfill, each third-party defendant is liable to Amalgamated pursuant to 42 U.S.C. §9607 and/or 42 U.S.C. §9613 for response costs or contribution, or both.

V. SECOND CLAIM

24. Amalgamated realleges the allegations of Paragraphs 1 through 23 as though fully set forth herein.

25. In the event Amalgamated is found to be liable to Seattle or any other party to the underlying lawsuit for response and/or remedial action costs related to the landfill, third-party defendants are jointly and severally liable under RCW 70.105D, and Amalgamated is entitled to contribution from third-party defendants. Remedial action costs include Amalgamated's reasonable attorneys' fees and expenses.

26. In the event Amalgamated is found to be liable to Seattle or any other party to this action for natural resources damages related to the landfill, Amalgamated is entitled to contribution by the third-party defendants pursuant to RCW 70.105D.080.

27. In the event Amalgamated is found liable to Seattle or any other party to this action, each third-party defendant is liable to Amalgamated pursuant to RCW 4.22.040 for contribution.

VI. THIRD CLAIM

28. Amalgamated realleges the allegations of Paragraphs 1 through 27 as though fully set forth herein.

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29. An actual controversy between Amalgamated and third-party defendants now exists relating to the liability and responsibility that Seattle has sought from Amalgamated for the future costs and/or damages that Seattle alleges it will incur at the landfill and that may be imposed on Amalgamated in connection with the landfill as alleged in the underlying case.

30. In the event Amalgamated is declared liable for future costs and/or damages in the underlying case, Amalgamated is entitled to entry of a declaratory judgment declaring the third-party defendants liable for the future costs and/or damages imposed on Amalgamated in connection with the landfill. The court has jurisdiction to award declaratory relief pursuant to 42 U.S.C. §9613, 28 U.S.C. §2201 and other authorities.

31. Amalgamated is entitled to a declaration from the court that third-party defendants are liable under 42 U.S.C. §9613 and RCW 70.105D in the event Amalgamated is found liable to Seattle or any other party to this action.

WHEREFORE, Amalgamated prays for judgment against third-party defendants as follows:

1. Costs and damages in an amount the court determines to be equitably allocable to third-party defendants.

2. In the event Amalgamated is held liable to Seattle or any other party to this lawsuit, judgment in favor of Amalgamated and against third-party defendants in the amount of such judgment entered against Amalgamated.

3. In the event Amalgamated is held liable to Seattle or any other party to this lawsuit jointly and severally with one or more other parties to this lawsuit, judgment for contribution and/or indemnification in favor of Amalgamated against third-party defendants in the amount of any judgment entered against Amalgamated in the underlying suit.

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4. A declaration that third-party defendants shall be liable for that portion or percentage of future costs of response that the court determines to be equitably allocable to third-party defendants.

5. An award of reasonable costs and attorneys' fees incurred by Amalgamated pursuant to RCW 70.105D and equitable principles.

6. Such other relief as the court deems just, appropriate and equitable.

DATED this 13th day of February, 1997.

HOFFMAN, HART & WAGNER

By: _____
James P. Murphy (WSBA #18125)
Attorneys for defendant Amalgamated Services, Inc.

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The Honorable John C. Coughenour

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CITY OF SEATTLE, a Municipal Corporation, Plaintiff, vs. CITY OF KENT, a Municipal Corporation, KING COUNTY, AMALGAMATED SERVICES, INC., a Washington Corporation, WASHINGTON WASTE HAULING & RECYCLING, INC., a Delaware corporation, THE JENSEN GROUP, a general partnership, MEARL L. JENSEN and JOHN DOE JENSEN, a marital community, WILLIAM FRANK JENSEN, JR., and JANE DOE JENSEN, a marital community, FRANK JENSEN and JANE POE JENSEN, a marital community, JAMES E. SHAUG and JANE DOE SHAUG, a marital community, WILLIAM A. SHAUG and JANE POE SHAUG, a marital community, AGNES GRIFFIN and JOHN DOE GRIFFIN, a marital community, and GENERAL DISPOSAL CORPORATION, a Washington Corporation Defendants.	NO. C96-0037C AMENDED COMPLAINT FOR COMPENSATORY AND DECLARATORY RELIEF

Plaintiff, for its causes of action against Defendants alleges as follows:

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PRELIMINARY STATEMENT

1. The City of Seattle ("Seattle") brings this action pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., and the Model Toxics Control Act ("MTCA"), Chapter 70.105D RCW, to recover money the City has spent and will spend responding to the release of hazardous substances at the Kent-Highlands Landfill ("landfill") in Kent, Washington.

JURISDICTION AND VENUE

2. This Court has jurisdiction over the subject matter of this action pursuant to section 113(b) of CERCLA, 42 U.S.C. § 9613(b), and 28 U.S.C. § 1331 & 2201.

3. Venue lies in this Court pursuant to 28 U.S.C. §§ 9613(b) and 6972 because the releases of hazardous substances occurred in King County, Washington.

FACTUAL ALLEGATIONS

4. The City of Seattle ("Seattle") is a municipal corporation existing under the laws of the State of Washington.

5. The City of Kent ("Kent") is a municipal corporation existing under the laws of the State of Washington. Kent is the owner of a portion of the landfill.

6. King County is the owner of a portion of the landfill.

7. Upon information and belief, Mearl L. Jensen, William Frank Jensen, Jr., Frank Jensen, James E. Shaug and William A. Shaug are partners in the Jensen Group, a general partnership. The Jensen Group and Agnes Griffin (collectively, "Jensen-

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Griffin") are owners, as tenants in common, of a portion of the landfill.

8. Amalgamated Services, Inc., ("Amalgamated") is a corporation organized under the laws of the State of Washington and is doing business in this State. Amalgamated dumped waste at the landfill.

9. Washington Waste Hauling & Recycling, Inc., ("WWHR") is a corporation organized under the laws of the State of Delaware and is doing business in the State of Washington. WWHR is the successor in interest to Bayside Disposal. Bayside dumped waste at the landfill. Bayside also dumped waste at Seattle's transfer stations that subsequently was routed to the landfill. Hereafter, Bayside and WWHR will be referred to as WWHR.

10. General Disposal Corporation ("General") is a corporation organized under the laws of the State of Washington and is doing business in the state of Washington.

11. The landfill occupies approximately 60 acres within the City of Kent. Seattle operated the landfill from 1968 through 1986.

12. During the period 1968-86, Kent entered into contracts with General. Pursuant to these contracts, Kent paid General to collect all residential and commercial waste generated within the City of Kent. General then dumped Kent's waste at the landfill. Upon information and belief, General also dumped waste at the landfill that came from customers outside Kent's city limits.

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13. Upon information and belief, waste dumped at the landfill by or on behalf of Kent, Amalgamated, WWHR and General included hazardous substances as defined in CERCLA and MTCA, including metals and chemical compounds such as acetone, methyl ethyl ketone, benzene, toluene and xylenes. Such hazardous substances have been detected at the landfill.

14. On May 26, 1987, the Washington Department of Ecology (DOE) and the City of Seattle entered into a Consent Order that required Seattle to: prepare a remedial investigation/feasibility study (RI/FS) to evaluate environmental contamination at the site, design and prepare specifications for remedial measures at the site, and implement the remedial actions. The Consent Order required all work to be carried out in a manner consistent with the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 CFR part 300.

15. In 1990, the United States Environmental Protection Agency placed the landfill on the National Priorities List of Superfund sites.

16. Seattle has completed nearly all the remedial actions contemplated by the Consent Order.

17. The response costs incurred by Seattle include, but are not limited to, the cost of: the RI/FS, the design and construction of the remedial actions, City staff time and payments to DOE pursuant to the Consent Order. The total amount of these response costs is currently estimated to be no less than $25.5 million. Additional response costs that may be incurred by

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Seattle include, but are not limited to operation, maintenance and monitoring costs.

FIRST CAUSE OF ACTION:
COST RECOVERY UNDER CERCLA § 107(a).

18. Plaintiff restates the allegations set forth in paragraphs 1 through 17.

19. The landfill is a site where hazardous substances have been deposited, stored, disposed of and placed and is thus a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

20. The County, Kent and Jensen-Griffin were owners of the landfill at the time of disposal of hazardous substances, and they remain owners to this day.

21. Kent, General, Amalgamated and WWHR are persons who transported and/or arranged for disposal of hazardous substances at the landfill.

22. Hazardous substances at the landfill have been released or pose a threat of release within the meaning of Section 101(22) of CERCLA 42 U.S.C. § 9601(22). Due to the release and threatened release of hazardous substances at the landfill, the City has incurred and will continue to incur response costs within the meaning of Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

23. Seattle's response costs have been incurred in a manner that is not inconsistent with the NCP as provided in Section 107(a)(4)(A) of CERCLA, 42 U.S.C. § 9607(a)(4)(A). In the alternative, response costs incurred by the City have been

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necessary and incurred in a manner consistent with the NCP as provided in Section 107(a)(4)(B) of CERCLA 42 U.S.C. § 9607(a)(4)(B).

24. Defendants are jointly and severally liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for past, present and future response costs incurred by the City.

SECOND CAUSE OF ACTION:
CONTRIBUTION UNDER CERCLA, SECTION 113

25. Plaintiff restates the allegations contained in paragraph 1 through 24.

26. Defendants are liable in contribution to Seattle pursuant to 42 U.S.C. Section 9613(f)(1).

THIRD CAUSE OF ACTION: MODEL TOXICS CONTROL ACT

27. Plaintiff restates the allegations contained in paragraphs 1 through 24.

28. The costs incurred by Seattle pursuant to the Consent Order are remedial action costs as defined in RCW 70.105D.020(11).

29. The remedial actions performed by Seattle were supervised by the Department of Ecology.

30. Pursuant to RCW 70.105D.080, defendants are liable for past, present and future response costs incurred by Seattle.

FOURTH CAUSE OF ACTION: DECLARATORY RELIEF

31. Plaintiff restates the allegations contained in paragraphs 1 through 30.

32. There has arisen and now exists an actual controversy between Seattle and defendants relating to the liability and

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responsibility of defendants for future response or remedial action costs necessary to abate the release or threatened release of hazardous substances at the landfill.

33. The occurrence of future response or remedial action costs to abate the release or threatened release of hazardous substances is neither unlikely nor speculative.

34. Pursuant to 28 U.S.C. Section 2201(a), Seattle is entitled to a declaratory judgment finding defendants jointly and severally liable for future response costs to be incurred by Seattle.

PRAYER FOR RELIEF

WHEREFORE, the City of Seattle prays for relief as follows:

A. Judgment against defendants imposing joint and several liability for all response or remedial costs, including attorneys' fees, incurred by Seattle prior to entry of judgment including prejudgment interest; and

B. Declaratory judgment that defendants are jointly and severally liable to the City for any and all future response costs;

C. Judgment against defendants awarding Seattle its attorneys' fees and other costs and disbursements incurred in prosecuting this action; and

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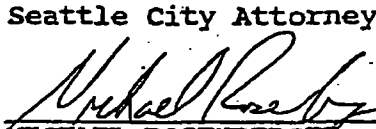
D. For such other and further relief as this court deems appropriate.

DATED this 2ND day of February 1996.

MARK H. SIDRAN
Seattle City Attorney

By: 
MICHAEL ROSENBERGER, WSBA #17730
Assistant City Attorney
Attorneys for The City of Seattle

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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

The Honorable John C. Coughenour

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CITY OF SEATTLE, a Municipal Corporation, Plaintiff vs. CITY OF KENT, a Municipal Corporation KING COUNTY; AMALGAMATED SERVICES, INC., a Washington corporation; WASHINGTON WASTE HAULING & RECYLING, INC., a Delaware Corporation; THE JENSEN GROUP, a general partnership; MEARL L. JENSEN and JOHN DOE JENSEN, a marital community; WILLIAM FRANK JENSEN, JR. and JANE DOE JENSEN, a marital community; FRANK JENSEN and JANE POE JENSEN, a marital community; JAMES E. SHAUG and JANE DOE SHAUG, a marital community; and WILLIAM A. SHAUG and JANE POE SHAUG, a marital community; and AGNES GRIFFIN and JOHN DOE GRIFFIN, a marital community; and GENERAL DISPOSAL, a Washington Corporation, Defendants.	NO. C96-0037C THIRD-PARTY COMPLAINT BY GRIFFIN/JENSEN FOR COMPENSATORY AND DECLARATORY RELIEF

THE JENSEN GROUP, a general partnership; MEARL L. JENSEN and JOHN DOE JENSEN, a marital community; WILLIAM FRANK JENSEN, JR. and JANE DOE JENSEN, a marital community; FRANK JENSEN and JANE POE JENSEN, a

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marital community; JAMES E. SHAUG and JANE DOE SHAUG, a marital community; and WILLIAM A. SHAUG and JANE POE SHAUG, a marital community; and AGNES GRIFFIN and JOHN DOE GRIFFIN, a marital community,

Third-Party Plaintiffs,

vs.

THE BOEING COMPANY, a Delaware corporation; the UNIVERSITY OF WASHINGTON, a political subdivision of the State of Washington; SEATTLE DISPOSAL COMPANY, INC., a Washington corporation; TODD PACIFIC SHIPYARD CORPORATION, a Delaware Corporation; TODD SHIPYARDS CORPORATION, a New York corporation; CROSBY AND OVERTON, INC., a California corporation; BURLINGTON ENVIRONMENTAL, INC., a Washington Corporation doing business as CHEMICAL PROCESSORS, INC.; HIGP, INC., a Washington Corporation doing business as NORTHWEST COOPERAGE CO., INC., and BROWNING FERRIS INDUSTRIES, INC., a corporation licensed to do business in Washington

Third Party Defendants.

1. PRELIMINARY STATEMENT

Plaintiff City of Seattle ("Seattle") has filed against defendants and third party plaintiffs, The Jensen Group; Mearl L. Jensen, a widow; William Frank Jensen, Jr., and Jane Doe Jensen, a marital community; Frank Jensen and Jane Poe Jensen, a marital community, (aka William Frank Jensen, Jr. and Jane Doe Jensen); James E. Shaug and Jane Doe Shaug, a marital community; William A. Shaug and Jane Poe Shaug, a marital community; and Agnes Griffin, a widow [hereinafter collectively "Griffin-Jensen"] an Amended

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Complaint, a copy of which is attached hereto as "Exhibit A." Griffin-Jensen filed an Answer to Seattle's Amended Complaint and such Answer is attached hereto as "Exhibit B." Griffin-Jensen disclaim any and all liability as to the causes of action Seattle sets forth in its Amended Complaint, but in the event that Griffin-Jensen becomes liable upon the underlying Complaint then Griffin-Jensen has a right of contribution against the third-party defendants named herein. Griffin-Jensen files this Third-Party Complaint in accordance with the order setting trial date and pretrial deadlines ordered by Judge John C. Coughenour on May 8, 1996, as amended on December 6, 1996.

II. JURISDICTION AND VENUE

This court has jurisdiction over the subject matter of this Third-Party Complaint by virtue of Sections 113(b) and (f) of CERCLA, 42 U.S.C. §9613(b) and (f), 28 U.S.C. §1331, 28 U.S.C. §2201 and pursuant to this court's power to exercise supplemental jurisdiction pursuant to 28 U.S.C. §1367(a). Venue is found under Sections 113(b) of CERCLA, 42 U.S.C. §9613(b) and 28 U.S.C. §1391.

III. GENERAL ALLEGATIONS AND FACTS

3.1 Griffin-Jensen incorporates by reference all allegations of its Answer, Counterclaim and Cross-Claims as though set out in full against defendants The Boeing Company, The University of Washington, Seattle Disposal, Inc., Todd Pacific Shipyard Corporation, Todd Shipyards Corporation, Crosby and Overton, Inc., Burlington Environmental, Inc., HIGP, Inc., and

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Browning-Ferris Industries, Inc.

3.2 The Boeing Company ("Boeing") is a corporation organized under the laws of the State of Delaware and is licensed to do business and does business in the State of Washington. Boeing generated, disposed, transported or arranged for the transport of waste at the Kent Highlands Landfill ("Landfill") identified in Seattle's Amended Complaint.

3.3 The University of Washington is a state university organized as a political subdivision of the State of Washington. The University of Washington generated, disposed, transported or arranged for the transport of waste at the Landfill. For purposes of this Third-Party Complaint the University of Washington is sued narrowly on those causes of action that are not barred by the 11th Amendment to the United States Constitution, if any, or applicable pre-claim notice provisions of RCW 4.92, if any.

3.4 Seattle Disposal Company, Inc. ("Seattle Disposal"), is a corporation organized under the laws of the State of Washington and is doing business in this state. Seattle Disposal generated, disposed, transported, or arranged for the transport of waste to the Landfill.

3.5 Todd Pacific Shipyard Corporation ("Todd Pacific Shipyard") is a corporation organized under the laws of the State of Delaware and is licensed to do business and does business in the State of Washington. Todd Pacific Shipyard or its predecessor generated, disposed, transported, or arranged for the transport of waste at the Landfill.

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3.6 Upon information and belief, Griffin-Jensen alleges that Todd Shipyards Corporation is a corporation organized under the laws of the State of New York and is licensed to do business in the State of Washington. Todd Shipyards Corporation generated, disposed, transported, or arranged for the transport of waste at the Landfill.

3.7 Crosby and Overton, Inc. ("Crosby and Overton") is a corporation organized under the laws of the State of California and is licensed to do business and does business in the State of Washington. Crosby and Overton generated, disposed, transported, or arranged for the transport of waste at the Landfill.

3.8 Chemical Processors, Inc. ("Chemical Processors") is a registered trade name for Burlington Environmental, Inc. ("Burlington Environmental"), a corporation organized under the laws of the State of Washington and doing business in this state. Burlington Environmental, under its trade name Chemical Processors, generated, disposed, transported, or arranged for the transport of waste at the Landfill.

3.9 HIGP, Inc. (HIGP), is a corporation organized under the laws of the State of Washington and is doing business in this state as Northwest Cooperage Co., Inc. ("Northwest Cooperage"). HIGP, doing business as Northwest Cooperage, generated, disposed, transported, or arranged for the transport of waste at the Landfill.

3.10 Browning-Ferris Industries, Inc. ("BFI") is a corporation licensed to do business and does business in

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Washington. BFI owned and operated National Disposal Contractors, Inc. ("National Disposal") until September 29, 1973, when it sold the assets of National Disposal to Bayside Waste Hauling and Transfer, Inc. BFI, through National Disposal, generated, disposed, transported, or arranged for the transport of waste at the Landfill.

IV. CAUSES OF ACTION

A. Contributions under CERCLA

4.1 Griffin-Jensen incorporates by reference paragraphs 3.1 through 3.10 as though set forth in full.

4.2 The third-party defendants are each a "person" as defined in 42 U.S.C. §9601(21).

4.3 The third party defendants are each a "covered person" pursuant to §107(a) of CERCLA, 42 U.S.C. §9607(a), and are strictly, jointly and severally liable for the response costs, if any, incurred in responding to the release or threatened release of hazardous substances at the Landfill.

4.4 If any judgment or order is entered against Griffin-Jensen with regard to the Landfill, Griffin-Jensen is entitled to indemnification and/or contribution from the third-party defendants pursuant to 42 U.S.C. §9613(f) and to a declaration of the future liability of the third-party defendants pursuant to 42 U.S.C. §9613(g) and 28 U.S.C. §2201 and 28 U.S.C. §2202.

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B. **Model Toxics Control Act**

4.5 Griffin-Jensen incorporates by reference paragraphs 3.1 through 3.10 as though set forth in full.

4.6 Each third-party defendant is a "person" as defined in RCW 70.105D.020(7).

4.7 The third-party defendants are strictly, jointly and severally liable for the remedial action costs, if any, incurred in responding to the alleged release or threatened release of hazardous substances at the Landfill.

4.8 If any judgment or order is entered against Griffin-Jensen pursuant to Chapter 70.105D RCW with regard to the Landfill, Griffin-Jensen is entitled to indemnification and/or contribution from the third-party defendants.

4.9 If any judgment or order is entered against Griffin-Jensen pursuant to RCW 70.105D with regard to the Landfill, Griffin-Jensen is entitled to contribution from the third-party defendants under RCW 4.22.

V. PRAYER FOR RELIEF

WHEREFORE, defendant and third-party plaintiff Griffin-Jensen requests the following:

5.1 Declaratory judgment that the third-party defendants are jointly and severally liable for any and all response costs and remedies set forth in Seattle's Amended Complaint.

5.2 Judgment for indemnification and/or contribution, including a declaration of future liability for causes of action set forth in Griffin-Jensen's Third-Party Complaint against the

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third-party defendants;

5.3 Prejudgment and post-judgment interest in the maximum amount provided by law;

5.4 An Award of the costs, including reasonable, actual attorney's fees, incurred by Griffin-Jensen in this litigation; and

5.5 Such additional and further relief as this court deems just and equitable.

DATED this 13th day of February. 1997.

Respectfully submitted,

John C. O'Rourke, WSBA #3068
Attorney for Defendants and
Third-Party Plaintiffs,
Griffin-Jensen
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Cynthia L. Vranizan, WSBA #19525
Attorney for Defendants and
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SUMMIT LAW GROUP, P.L.L.C.

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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CITY OF SEATTLE, Plaintiff, v. CITY OF KENT, Defendant.	CASE NO. C96-37C ORDER OF DISMISSAL

Counsel having notified the Court of the settlement of this case, and it appearing that no issue remains for the Court's determination,

IT IS ORDERED that this action and all claims asserted herein are DISMISSED with prejudice and without costs to any party.

In the event that the settlement is not perfected, any party may move to reopen the case and the trial will be rescheduled, provided that such motion is filed within 120 days of the date of this order. Any trial date and pretrial dates previously set are hereby VACATED.

IT IS SO ORDERED this 15 day of January, 1998.

John C. Coughenour
United States District Judge

377

The Honorable John C. Coughenour

FILED ENTERED
LODGED RECEIVED
MAY 16 1997
AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CITY OF SEATTLE, a municipal corporation, Plaintiff, v. THE CITY OF KENT, a municipal corporation; KING COUNTY; AMALGAMATED SERVICES, INC., a Washington corporation; WASHINGTON WASTE HAULING & RECYLING, INC., a Delaware corporation; THE JENSEN GROUP, a general partnership; MEARL L. JENSEN and JOHN DOE JENSEN, a marital community; WILLIAM FRANK JENSEN, JR., and JANE DOE JENSEN, a marital community; FRANK JENSEN and JANE DOE JENSEN, a marital community; JAMES E. SHAUG and JANE DOE SHAUG, a marital community; WILLIAM A. SHAUG and JANE DOE SHAUG, a marital community; AGNES GRIFFIN and JOHN DOE GRIFFIN, a marital community; and GENERAL DISPOSAL, a Washington corporation, Defendants.	CASE NO. C96-0037C THIRD-PARTY DEFENDANT NORTHWEST COOPERAGE CO., INC.'S, ANSWER TO THE THIRD PARTY COMPLAINT OF AMALGAMATED SERVICES, INC., AND COUNTERCLAIMS AGAINST AMALGAMATED SERVICES, INC.

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AMALGAMATED SERVICES, INC., a Washington corporation,

Third-Party Plaintiffs,

v.

THE BOEING COMPANY, a Delaware corporation; SEATTLE DISPOSAL COMPANY, INC., a Washington corporation; TODD PACIFIC SHIPYARD CORPORATION, a Delaware corporation; TODD SHIPYARDS CORPORATION, a New York corporation; CROSBY & OVERTON, INC., a California corporation; BURLINGTON ENVIRONMENTAL, INC., a Washington corporation ; BURLINGTON ENVIRONMENTAL INC., a Delaware corporation; PHILIP ENVIRONMENTAL SERVICES CORPORATION, a Missouri corporation; PHILIP ENVIRONMENTAL (Washington, Inc.), a Washington corporation; HIGP, INC., a Washington corporation d/b/a NORTHWEST COOPERAGE CO., INC.; BROWNING FERRIS INDUSTRIES, INC., a corporation licensed to do business in Washington; and CHEMICAL PROCESSORS, INC., a Washington corporation,

Third-Party Defendants.

I. ANSWER

Third-party defendant HIGP, Inc./Northwest Cooperage Co., Inc. ("Northwest Cooperage"), in answer to the Third-Party Complaint of Amalgamated Services, Inc., admits, denies, and alleges as follows:

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1. Answering paragraph 1 of Amalgamated Services' Third-Party Complaint, Northwest Cooperage admits that this Court current has jurisdiction over the claims asserted by Amalgamated.

2. Answering paragraph 2 of Amalgamated Services' Third-Party Complaint, Northwest Cooperage admits that venue is presently appropriate in this district.

3. Answering paragraph 3 Amalgamated Services' Third-Party Complaint, Northwest Cooperage denies the allegations contained therein.

4. Answering paragraphs 4 through 11 of Amalgamated Services' Third-Party Complaint, Northwest Cooperage is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

5. Answering paragraph 12 of Amalgamated Services' Third-Party Complaint, Northwest Cooperage is without sufficient information to form a belief as to whether "HIGP, Inc., is a Washington corporation doing business in Washington as Northwest Cooperage Co., Inc. and/or is successor-in-interest to the assets and liabilities of Northwest Cooperage Co." Northwest Cooperage will supplement this answer as information becomes available. Northwest Cooperage denies the remaining allegations therein.

6. Answering paragraphs 13 and 14 of Amalgamated Services' Third-Party Complaint, Northwest Cooperage is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

7. Answering paragraphs 15 through 19 of Amalgamated Services' Third-Party Complaint, the allegations in these paragraphs do not appear to require an answer from Northwest Cooperage. To the extent that they do, Northwest Cooperage is without sufficient information to

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form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

8. Answering paragraphs 20 through 21 of Amalgamated Services' Third-Party Complaint, Northwest Cooperage denies the allegations contained therein insofar as they relate to Northwest Cooperage. Regarding the remaining allegations contained therein, Northwest Cooperage is without sufficient information to form a belief as to the truth or falsity of those allegations and therefore denies the same.

9. Answering paragraph 22 of Amalgamated Services' Third-Party Complaint, Northwest Cooperage incorporates by reference its above responses to the previous paragraphs of the Third-Party Complaint.

10. Answering paragraph 23 of Amalgamated Services' Third-Party Complaint, Northwest Cooperage denies the allegations contained therein insofar as they relate to Northwest Cooperage. Regarding the remaining allegations therein, Northwest Cooperage is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

11. Answering paragraph 24 of Amalgamated Services' Third-Party Complaint, Northwest Cooperage incorporates by reference is above responses to the previous paragraphs of the Third-Party Complaint.

12. Answering paragraphs 25 through 27 of Amalgamated Services' Third-Party Complaint, Northwest Cooperage denies the allegations contained therein insofar as they relate to Northwest Cooperage. Regarding the remaining allegations therein, Northwest Cooperage is without

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sufficient information to form a belief as to the truth or falsity of those allegations and therefore denies the same.

13. Answering paragraph 28 of Amalgamated Services' Third-Party Complaint, Northwest Cooperage incorporates by reference its above responses to the previous paragraphs of the Third-Party Complaint.

14. Answering paragraphs 29 through 31 of Amalgamated Services' Third-Party Complaint, Northwest Cooperage denies the allegations contained therein insofar as they relate to Northwest Cooperage. Regarding the remaining allegations therein, Northwest Cooperage is without sufficient information to form a belief as to the truth or falsity of those allegations and therefore denies the same.

15. Answering paragraphs 1 through 6 of Amalgamated Services' prayer for relief, those paragraphs request action from the Court and do not appear to require an answer. To the extent that an answer is required, Northwest Cooperage denies the allegations contained in those paragraphs.

II. AFFIRMATIVE DEFENSES

For further answer, and by way of affirmative defenses, Northwest Cooperage alleges as follows:

1. Amalgamated Services' Third-Party Complaint against Northwest Cooperage fails to state a claim upon which relief can be granted.

2. Amalgamated Services' Third-Party Complaint against Northwest Cooperage is barred in whole or in part by the doctrines of unclean hands, waiver, estoppel, and laches.

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3. Amalgamated Services is not entitled to recover damages from Northwest Cooperage because Amalgamated Services has failed to mitigate its damages and/or protect itself from avoidable consequences.

4. The damages, if any, claimed by Amalgamated Services were proximately caused or contributed to by its own conduct.

5. The damages, if any, claimed by Amalgamated Services were proximately caused by the conduct of a third-party or parties over whom Northwest Cooperage has no control, and of which Northwest Cooperage had no notice.

6. Amalgamated Services' contributory negligence or comparative fault, acts, omissions, negligence, or other tortious or wrongful conduct should reduce or bar its recovery, if any, from Northwest Cooperage.

7. The claims asserted by Amalgamated Services are barred because it has realized economic benefits from its operation, which should be applied in whole or in part as an offset to any costs Amalgamated Services is seeking to recover in this action.

8. Amalgamated Services' claims are barred by or subject to previous settlement agreements between certain parties to this lawsuit.

9. Amalgamated Services' claims against Northwest Cooperage are barred in whole or in part by relevant statutes of limitations and/or the doctrines of res judicata and collateral estoppel.

10. Amalgamated Services has failed to join necessary or indispensable parties.

11. Amalgamated Services has failed to mitigate its damages, if any, and to protect itself from avoidable consequences.

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12. The costs and expenses allegedly recoverable by King County are not recoverable by the City of Seattle because they were not necessary, cost effective, accrued in accordance with the NCP, or substantially similar to those that would have been incurred by the Washington Department of Ecology.

13. In the event Northwest Cooperage is found to be liable, it should held liable only for its equitable share of recoverable costs, if any.

14. To the extent, if any, Northwest Cooperage is liable for contribution for any response costs incurred by Amalgamated Services, Northwest Cooperage is not jointly and severally liable because of the harm, if any, is divisible and subject to a reasonable method of apportionment.

15. Amalgamated Services has no statutory or other applicable basis for recovering its attorneys' fees under its CERCLA claims for relief in this action or MTCA claims in this action.

III. RESERVATION OF RIGHTS

Northwest Cooperage is in the process of investigating this action and specifically reserves the right to amend its answer, including by adding affirmative defenses, counterclaims, cross-claims and/or third-party claims as additional facts are obtained through investigation and discovery.

IV. COUNTERLAIMS

Northwest Cooperage incorporates by reference all the allegations of this answer as though set out in full against Amalgamated Services and counterclaims against Amalgamated Services for contribution and declaratory relief as follows:

A. Jurisdiction and Venue.

1. This Court has jurisdiction and venue over the subject matter of these counterclaims by virtue of its ancillary, pendant and supplemental jurisdiction.

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B. Factual Allegations.

2. Plaintiff City of Seattle has brought suit against the Amalgamated Services and others, alleging causes of action pursuant to CERCLA, 42 U.S.C.§ 9601, *et seq.*, and MTCA, RCW 70.105D, *et seq.*, for recovery of costs related to Seattle's cleanup of the Kent-Highlands Landfill ("landfill").

3. In its Amended Complaint, the City of Seattle alleges that Amalgamated Services dumped waste at the landfill and that such waste contained hazardous substances as defined in CERCLA and MTCA.

C. Causes of Action.

1. CERCLA

4. Northwest Cooperage incorporates by reference paragraphs 1 through 3 as though set forth in full.

5. Amalgamated Services is a "person" as defined in 42 U.S.C. 9601(21).

6. Amalgamated Services is a "covered person" pursuant to section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is strictly, jointly and severally liable for the response costs, if any, incurred in responding to the release or threatened release of hazardous substances at the landfill.

7. If any judgment or order is entered against Northwest Cooperage with regard to the landfill, Northwest Cooperage is entitled to contribution from Amalgamated Services pursuant to 42 U.S.C. § 9613(f) and to a declaration of Amalgamated Services' liability pursuant to 42 U.S.C. § 9613(g)(2) and 28 U.S.C. § 2201.

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2. MTCA

8. Northwest Cooperage incorporates by reference paragraphs 1 through 7 as though set forth in full.

9. Amalgamated Services is a "person" as defined in RCW 70.105D.020(7).

10. Amalgamated Services is strictly, jointly and severally liable for the remedial action costs, if any, incurred in responding to the alleged release or threatened release of hazardous substances from the landfill pursuant to RCW 70.105D.

11. If any judgment or order is entered against Northwest Cooperage pursuant to RCW 70.105D, *et seq.*, with regard to the landfill, Northwest Cooperage is entitled to contribution from Amalgamated Services and to a declaration of Amalgamated Services' liability under RCW 70.105D.080.

IV. PRAYER FOR RELIEF

WHREFORE, having fully answered Griffin/Jensen's Third-Party Complaint, defendant Northwest Cooperage prays as follows:

A. For dismissal of Amalgamated Services' claims against Northwest Cooperage, with prejudice;

B. For an order declaring that Northwest Cooperage is not liable for damages asserted in this action relating to the Kent Highlands Landfill;

C. For judgment for contribution from Amalgamated Services to Northwest Cooperage in the event of liability on Northwest Cooperage's part;

D. For prejudgment and post-judgment interest in the maximum amount provided by law;

E. For attorneys' fees and costs of suit herein; and,

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F. deems just and equitable.

DATED this 16 day of May, 1997.

SUMMIT LAW GROUP PLLC
Attorneys for Third-Party Defendant HIGP, Inc./Northwest Cooperage Company, Inc.

By _____
Ralph H. Palumbo
WSBA No. 04751
Philip S. McCune
WSBA No. 21081

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The Honorable John C. Coughenour

FILED ENTERED
LODGED RECEIVED
MAY 16 1997
AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CITY OF SEATTLE, a municipal corporation, Plaintiff, v. THE CITY OF KENT, a municipal corporation; KING COUNTY; AMALGAMATED SERVICES, INC., a Washington corporation; WASHINGTON WASTE HAULING & RECYLING, INC., a Delaware corporation; THE JENSEN GROUP, a general partnership; MEARL L. JENSEN and JOHN DOE JENSEN, a marital community; WILLIAM FRANK JENSEN, JR., and JANE DOE JENSEN, a marital community; FRANK JENSEN and JANE DOE JENSEN, a marital community; JAMES E. SHAUG and JANE DOE SHAUG, a marital community; WILLIAM A. SHAUG and JANE DOE SHAUG, a marital community; AGNES GRIFFIN and JOHN DOE GRIFFIN, a marital community; and GENERAL DISPOSAL, a Washington corporation, Defendants.	Case No. C96-0037C THIRD-PARTY DEFENDANT NORTHWEST COOPERAGE CO., INC.'S, ANSWER TO THE CITY OF KENT'S THIRD-PARTY COMPLAINT AND COUNTERCLAIMS AGAINST THE CITY OF KENT

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CITY OF KENT,

Third-Party Plaintiffs,

v.

THE BOEING COMPANY, a Delaware corporation; THE UNIVERSITY OF WASHINGTON, a political subdivision of the State of Washington; SEATTLE DISPOSAL COMPANY, INC., a Washington corporation; TODD PACIFIC SHIPYARD CORPORATION, a Delaware corporation; TODD SHIPYARDS CORPORATION, a New York corporation; CROSBY & OVERTON, INC., a California corporation; BURLINGTON ENVIRONMENTAL, INC., a Washington corporation d/b/a CHEMICAL PROCESSORS, INC.; HIGP, INC., d/b/a NORTHWEST COOPERAGE CO., INC.; and BROWNING-FERRIS INDUSTRIES, INC., a corporation licensed to do business in Washington,

Third-Party Defendant

I. ANSWER

Third-party defendant HIGP, Inc./Northwest Cooperage Co., Inc. ("Northwest Cooperage"), in answer to the City of Kent's Third-Party Complaint ("Complaint"), admits, denies, and alleges as follows:

1. Answering the City of Kent's "Preliminary Statement," Northwest Cooperage denies that Kent has a right of contribution against it. The remainder of the Preliminary Statement does not appear to call for an answer from Northwest Cooperage. To the extent that it does, Northwest Cooperage denies the allegations contained therein.

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2. Northwest Cooperage admits that the Court currently has jurisdiction over the City of Kent's Third-Party Complaint. Northwest Cooperage further admits that venue is currently appropriate in this Court at this time.

3. Answering paragraphs 3.1 through 3.17 of the City of Kent's Third-Party Complaint, Northwest Cooperage is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

4. Answering paragraph 3.18, Northwest Cooperage is without sufficient information to form a belief whether "HIGP, Inc. ("HIGP"), is a corporation organized under the laws of the State of Washington and is doing business in the State as Northwest Cooperage Co., Inc. ("Northwest Cooperage")" and therefore denies the allegation. Northwest Cooperage will supplement this answer as information becomes available. Northwest Cooperage denies the remaining allegations contained therein.

5. Answering paragraph 3.19 of the City of Kent's Third-Party Complaint, Northwest Cooperage is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

6. Answering paragraph 4.1 of City of Kent's Third-Party Complaint, Northwest Cooperage incorporates by reference its above responses to the previous paragraphs of the Third-Party Complaint.

7. Answering paragraph 4.11 of City of Kent's Third-Party Complaint, Northwest Cooperage is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

8. Answering paragraphs 4.12 through 4.13 of City of Kent's Third-Party Complaint, Northwest Cooperage denies the allegations contained therein insofar as they relate to Northwest

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Cooperage. Northwest Cooperage is without sufficient information to form a belief as to the truth or falsity of the remaining allegations contained therein and therefore denies the same.

9. Answering paragraph 4.14 of City of Kent's Third-Party Complaint, Northwest Cooperage incorporates by reference its above responses to the previous paragraphs of the Third-Party Complaint.

10. Answering paragraph 4.15 of the City of Kent's Third-Party Complaint, Northwest Cooperage is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

11. Answering paragraphs 4.16 through 4.18 of the City of Kent's Third-Party Complaint, Northwest Cooperage denies the allegations contained therein insofar as they relate to Northwest Cooperage. Northwest Cooperage is without sufficient information to form a belief as to the truth or falsity of the remaining allegations contained therein and therefore denies the same.

12. Answering paragraphs 5.1 through 5.14 of the City of Kent's Prayer for Relief, those paragraphs request action from the Court and do not appear to require an answer. To the extent that an answer is required, Northwest Cooperage denies the allegations contained therein.

II. AFFIRMATIVE DEFENSES

For further answer, and by way of affirmative defenses, Northwest Cooperage alleges as follows

1. City of Kent's Third-Party Complaint against Northwest Cooperage fails to state a claim upon which relief can be granted.

2. City of Kent's Third-Party Complaint against Northwest Cooperage is barred in whole or in part by the doctrines of unclean hands, waiver, estoppel, and laches.

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3. City of Kent is not entitled to recover damages from Northwest Cooperage because it has failed to mitigate its damages and/or protect itself from avoidable consequences.

4. The damages, if any, claimed by City of Kent were proximately caused or contributed to by its own conduct.

5. The damages, if any, claimed by City of Kent were proximately caused by the conduct of a third-party or parties over whom Northwest Cooperage has no control, and of which Northwest Cooperage had no notice.

6. City of Kent's contributory negligence or comparative fault, acts, omissions, negligence, or other tortious or wrongful conduct should reduce or bar its recovery, if any, from Northwest Cooperage.

7. City of Kent's claims are barred by or subject to previous settlement agreements between certain parties to this lawsuit.

8. City of Kent's claims against Northwest Cooperage are barred in whole or in part by relevant statutes of limitations and/or the doctrine of res judicata and collateral estoppel.

9. The City of Kent has failed to join necessary or indispensable parties.

10. The City of Kent has failed to mitigate its damages, if any, and to protect itself from avoidable consequences.

11. The costs and expenses allegedly recoverable by City of Kent are not recoverable by the City of Seattle because they were not necessary, cost effective, accrued in accordance with the NCP, or substantially similar to those that would have been incurred by the Washington Department of Ecology.

12. In the event Northwest Cooperage is found to be liable, it should held liable only for its equitable share of recoverable costs, if any.

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13. To the extent, if any, Northwest Cooperage is liable for contribution for any response costs incurred by City of Kent, Northwest Cooperage is not jointly and severally liable because of the harm, if any, is divisible and subject to a reasonable method of apportionment.

14. City of Kent has no statutory or other applicable basis for recovering its attorneys' fees under its CERCLA claims for relief in this action or MTCA claims in this action.

III. RESERVATION OF RIGHTS

Northwest Cooperage is in the process of investigating this action and specifically reserves the right to amend its answer, including by adding affirmative defenses, counterclaims, cross-claims and/or third-party claims as additional facts are obtained through investigation and discovery.

IV. COUNTERLAIMS

Northwest Cooperage incorporates by reference all the allegations of this answer as though set out in full against the City of Kent and counterclaims against the City of Kent for contribution and declaratory relief as follows:

A. **Jurisdiction and Venue.**

1. This Court has jurisdiction and venue over the subject matter of these counterclaims by virtue of its ancillary, pendant and supplemental jurisdiction.

B. **Factual Allegations.**

2. Plaintiff City of Seattle has brought suit against the City of Kent and others, alleging causes of action pursuant to CERCLA, 42 U.S.C.§ 9601, *et seq.*, and MTCA, RCW 70.105D, *et seq.*, for recovery of costs related to Seattle's cleanup of the Kent-Highlands Landfill ("landfill").

3. In its Amended Complaint, the City of Seattle alleges that The City of Kent owns a portion of the landfill and contracted for its waste to be deposited in the landfill. The City of Seattle

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also alleges that waste from the City of Kent, which was deposited in the landfill, contained hazardous and dangerous substances as defined under CERCLA and MTCA.

C. **Causes of Action.**

1. **CERCLA**

4. Northwest Cooperage incorporates by reference paragraphs 1 through 3 as though set forth in full.

5. The City of Kent is a "person" as defined in 42 U.S.C. 9601(21).

6. The City of Kent is a "covered person" pursuant to section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is strictly, jointly and severally liable for the response costs, if any, incurred in responding to the release or threatened release of hazardous substances at the landfill.

7. If any judgment or order is entered against Northwest Cooperage with regard to the landfill, Northwest Cooperage is entitled to contribution from the City of Kent pursuant to 42 U.S.C. § 9613(f) and to a declaration of the City of Kent's liability pursuant to 42 U.S.C. § 9613(g)(2) and 28 U.S.C. § 2201.

2. **MTCA**

8. Northwest Cooperage incorporates by reference paragraphs 1 through 7 as though set forth in full.

9. The City of Kent is a "person" as defined in RCW 70.105D.020(7).

10. The City of Kent is strictly, jointly and severally liable for the remedial action costs, if any, incurred in responding to the alleged release or threatened release of hazardous substances from the landfill pursuant to RCW 70.105D.

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11. If any judgment or order is entered against Northwest Cooperage pursuant to RCW 70.105D, *et seq.*, with regard to the landfill, Northwest Cooperage is entitled to contribution from the City of Kent and to a declaration of the City of Kent's liability under RCW 70.105D.080.

V. PRAYER FOR RELIEF

WHREFORE, having fully answered the City of Kent's Third-Party Complaint, defendant Northwest Cooperage prays as follows:

A. For dismissal of the City of Kent's claims against Northwest Cooperage, with prejudice;

B. For an order declaring the Northwest Cooperage is not liable for damages asserted in this action relating to the Kent Highlands Landfill;

C. For judgment for contribution from The City of Kent to Northwest Cooperage in the event of liability on Northwest Cooperage's part;

D. For prejudgment and post-judgment interest in the maximum amount provided by law;

E. For attorneys' fees and costs of suit herein; and,

F. For judgment in favor of Northwest Cooperage and such further relief that the Court deems just and equitable.

DATED this 16 day of May, 1997.

SUMMIT LAW GROUP PLLC
Attorneys for Third-Party Defendant HIGP, Inc./Northwest Cooperage Company, Inc.

By _____
Ralph H. Palumbo
WSBA No. 04751
Philip S. McCune
WSBA No. 21081

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The Honorable John C. Coughenour

FILED ENTERED
LODGED RECEIVED
MAY 16 1997
AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CITY OF SEATTLE, a municipal corporation, Plaintiff, v. THE CITY OF KENT, a municipal corporation; KING COUNTY; AMALGAMATED SERVICES, INC., a Washington corporation; WASHINGTON WASTE HAULING & RECYLING, INC., a Delaware corporation; THE JENSEN GROUP, a general partnership; MEARL L. JENSEN and JOHN DOE JENSEN, a marital community; WILLIAM FRANK JENSEN, JR., and JANE DOE JENSEN, a marital community; FRANK JENSEN and JANE DOE JENSEN, a marital community; JAMES E. SHAUG and JANE DOE SHAUG, a marital community; WILLIAM A. SHAUG and JANE DOE SHAUG, a marital community; AGNES GRIFFIN and JOHN DOE GRIFFIN, a marital community; and GENERAL DISPOSAL, a Washington corporation, Defendants.	CASE NO. C96-0037C THIRD-PARTY DEFENDANT NORTHWEST COOPERAGE, INC.'S, ANSWER TO GRIFFIN/JENSEN'S THIRD-PARTY COMPLAINT FOR COMPENSATORY AND DECLARATORY RELIEF AND COUNTERCLAIMS AGAINST GRIFFIN/JENSEN

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THE JENSEN GROUP, a general partnership; MEARL L. JENSEN and JOHN DOE JENSEN, a marital community; FRANK JENSEN and JANE DOE JENSEN, a marital community; JAMES E. SHAUG and JANE DOE SHAUG, a marital community; WILLIAM A. SHAUG and JANE DOE SHAUG, a marital community; AGNES GRIFFIN and JOHN DOE GRIFFIN, a marital community;

Third-Party Plaintiffs,

v.

THE BOEING COMPANY, a Delaware corporation; THE UNIVERSITY OF WASHINGTON, a political subdivision of the State of Washington; SEATTLE DISPOSAL COMPANY, INC., a Washington corporation; TODD PACIFIC SHIPYARD CORPORATION, a Delaware corporation; TODD SHIPYARDS CORPORATION, a New York corporation; CROSBY AND OVERTON, INC., a California corporation; BURLINGTON ENVIRONMENTAL, INC., a Washington corporation d/b/a CHEMICAL PROCESSORS, INC.; HIGP, INC., a Washington corporation d/b/a NORTHWEST COOPERAGE CO., INC.; and BROWNING FERRIS INDUSTRIES, INC., a corporation licensed to do business in Washington,

Third-Party Defendants.

I. ANSWER

Third-party defendant HIGP, Inc./Northwest Cooperage Co., Inc. ("Northwest Cooperage"), in answer to the Third-Party Complaint by various defendants entitled the "Third-Party Complaint by Griffin/Jensen for Compensatory and Declaratory Relief," admits, denies, and alleges as follows:

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1. Answering Griffin/Jensen's "Preliminary Statement," Northwest Cooperage denies that Griffin/Jensen has a right of contribution against it. The remainder of the Preliminary Statement does not appear to call for an answer from Northwest Cooperage. To the extent that it does, Northwest Cooperate denies the allegations contained therein.

2. Answering Griffin/Jensen's allegations regarding jurisdiction and venue, Northwest Cooperage admits that this Court has jurisdiction over this matter at this time and further admits that venue is appropriate in this Court at this time.

3. Answering paragraph 3.1 of Griffin/Jensen's Third-Party Complaint, Northwest Cooperage denies the allegations contained therein insofar as they call for an answer from Northwest Cooperage.

4. Answering paragraphs 3.2 through 3.8 of Griffin/Jensen's Third-Party Complaint, Northwest Cooperage is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

5. Answering paragraph 3.9 of Griffin/Jensen's Third-Party Complaint, Northwest Cooperage is without sufficient information to form a belief whether "HIGP, Inc. (HIGP), is a corporation organized under the laws of the State of Washington and is doing business in the State of Washington as Northwest Cooperage Co., Inc. ("Northwest Cooperage")," and therefore denies the allegation. Northwest Cooperage will supplement this answer as information becomes available. Northwest Cooperage denies the remaining allegations therein.

6. Answering paragraph 3.10 of Griffin/Jensen's Third-Party Complaint, Northwest Cooperage is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

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7. Answering paragraph 4.1 of Griffin/Jensen's Third-Party Complaint, Northwest Cooperage incorporates by reference its above responses to the preceding paragraphs in Griffin/Jensen's Third-Party Complaint.

8. Answering paragraph 4.2 of Griffin/Jensen's Third-Party Complaint, Northwest Cooperage is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

9. Answering paragraph 4.3 through 4.4 of Griffin/Jensen's Third-Party Complaint, Northwest Cooperage denies the allegations contained therein insofar as they relate to Northwest Cooperage. Northwest Cooperage is without sufficient information to form a belief as to the truth or falsity of the remaining allegations contained therein and therefore denies the same.

10. Answering paragraph 4.5 of Griffin/Jensen's Third-Party Complaint, Northwest Cooperage incorporates by reference its previous answers set forth herein.

11. Answering paragraph 4.6 of Griffin/Jensen's Third-Party Complaint, Northwest Cooperage is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

12. Answering paragraphs 4.7 through 4.9 of Griffin/Jensen's Third-Party Complaint, Northwest Cooperage denies the allegations contained therein insofar as they relate to Northwest Cooperage. Northwest Cooperage is without sufficient information to form a belief as to the truth or falsity of the remaining allegations contained therein and therefore denies the same.

13. Answering paragraphs 5.1 through 5.5 of the Prayer for Relief in Griffin/Jensen's Third-Party Complaint, those paragraphs request action from the Court and do not appear to require an answer. To the extent that an answer is required, Northwest Cooperage denies the allegations contained in those paragraphs.

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II. AFFIRMATIVE DEFENSES

For further answer, and by way of affirmative defenses, Northwest Cooperage alleges as follows:

1. Griffin/Jensen's Third-Party Complaint against Northwest Cooperage fails to state a claim upon which relief can be granted.

2. Griffin/Jensen's Third-Party Complaint against Northwest Cooperage is barred in whole or in part by the doctrines of unclean hands, waiver, estoppel, and laches.

3. Griffin/Jensen is not entitled to recover damages from Northwest Cooperage because Griffin/Jensen has filed to mitigate its damages and/or protect itself from avoidable consequences.

4. The damages, if any, claimed by Griffin/Jensen were proximately caused or contributed to by its own conduct.

5. The damages, if any, claimed by Griffin/Jensen were proximately caused by the conduct of a third-party or parties over whom Northwest Cooperage has no control, and of which Northwest Cooperage had no notice.

6. Griffin/Jensen's contributory negligence or comparative fault, acts, omissions, negligence, or other tortious or wrongful conduct should reduce or bar its recovery, if any, from Northwest Cooperage.

7. The claims asserted by Griffin/Jensen are barred because it has realized economic benefits from its operation, which should be applied in whole or in part as an offset to any costs Griffin/Jensen is seeking to recover in this action.

8. Griffin/Jensen's claims are barred by or subject to previous settlement agreements between certain parties to this lawsuit.

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9. Griffin/Jensen's claims against Northwest Cooperage are barred in whole or in part by relevant statutes of limitations and/or the doctrine of res judicata and collateral estoppel.

10. Griffin/Jensen has failed to join necessary or indispensable parties.

11. Griffin/Jensen has failed to mitigate its damages, if any, and to protect itself from avoidable consequences.

12. The costs and expenses allegedly recoverable by Griffin/Jensen are not recoverable by the City of Seattle because they were not necessary, cost effective, accrued in accordance with the NCP, or substantially similar to those that would have been incurred by the Washington Department of Ecology.

13. In the event Northwest Cooperage is found to be liable, it should held liable only for its equitable share of recoverable costs, if any.

14. To the extent, if any, Northwest Cooperage is liable for contribution for any response costs incurred by Griffin/Jensen, Northwest Cooperage is not jointly and severally liable because the harm, if any, is divisible and subject to a reasonable method of apportionment.

15. Griffin/Jensen has no statutory or other applicable basis for recovering its attorneys' fees under its CERCLA claims for relief in this action or MTCA claims in this action.

III. RESERVATION OF RIGHTS

Northwest Cooperage is in the process of investigating this action and specifically reserves the right to amend its answer by way of adding affirmative defenses, counterclaims, cross-claims and/or third-party claims as additional facts are obtained through investigation and discovery.

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Northwest Cooperage incorporates by reference all the allegations of this answer as though set out in full against Griffin/Jensen and counterclaims against Griffin/Jensen for contribution and declaratory relief as follows:

A. Jurisdiction and Venue.

1. This Court has jurisdiction and venue over the subject matter of these counterclaims by virtue of its ancillary, pendant and supplemental jurisdiction.

B. Factual Allegations.

2. Plaintiff City of Seattle has brought suit against Griffin/Jensen and others, alleging causes of action pursuant to CERCLA, 42 U.S.C.§ 9601, *et seq.*, and MTCA, RCW 70.105D, *et seq.*, for recovery of costs related to Seattle's cleanup of the Kent-Highlands Landfill ("landfill").

3. In its Amended Complaint, the City of Seattle alleges that the Griffin/Jensen (referred to by Seattle as "Jensen-Griffin") parties own a portion of the landfill as tenants in common.

C. Causes of Action.

1. CERCLA

4. Northwest Cooperage incorporates by reference paragraphs 1 through 3 as though set forth in full.

5. Griffin/Jensen is a "person" as defined in 42 U.S.C. 9601(21).

6. Griffin/Jensen is a "covered person" pursuant to section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is strictly, jointly and severally liable for the response costs, if any, incurred in responding to the release or threatened release of hazardous substances at the landfill.

7. If any judgment or order is entered against Northwest Cooperage with regard to the landfill, Northwest Cooperage is entitled to contribution from Griffin/Jensen pursuant to 42 U.S.C. §

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9613(f) and to a declaration of Griffin/Jensen's liability pursuant to 42 U.S.C. § 9613(g)(2) and 28 U.S.C. § 2201.

2. MTCA

8.. Northwest Cooperage incorporates by reference paragraphs 1 through 7as though set forth in full.

9. Griffin/Jensen is a "person" as defined in RCW 70.105D.020(7).

10. Griffin/Jensen is strictly, jointly and severally liable for the remedial action costs, if any, incurred in responding to the alleged release or threatened release of hazardous substances from the landfill.

11. If any judgment or order is entered against Northwest Cooperage pursuant to RCW 70.105D, *et seq.*, with regard to the landfill, Northwest Cooperage is entitled to contribution from Griffin/Jensen and to a declaration of King County's liability under RCW 70.105D.080.

V. PRAYER FOR RELIEF

WHEREFORE, having fully answered Griffin/Jensen's Third-Party Complaint, defendant Northwest Cooperage prays as follows:

A. For dismissal of Griffin/Jensen's claims against Northwest Cooperage, with prejudice;

B. For an order declaring that Northwest Cooperage is not liable for damages asserted in this action relating to the Kent Highlands Landfill;

C. For judgment for contribution from the other parties in this action to Northwest Cooperage in the event of liability on Northwest Cooperage's part;

D. For prejudgment and post-judgment interest in the maximum amount provided by law;

E. For attorneys' fees and costs of suit herein; and,

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F. For judgment in favor of Northwest Cooperage and such further relief that the Court deems just and equitable.

DATED this 16 day of May, 1997.

SUMMIT LAW GROUP PLLC
Attorneys for Third-Party Defendant HIGP, Inc./Northwest Cooperage Company, Inc.

By _____
Ralph H. Palumbo
WSBA No. 04751
Philip S. McCune
WSBA No. 21081

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FILE

The Honorable John C. Coughenour

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CITY OF SEATTLE, a municipal corporation, Plaintiff, v. THE CITY OF KENT, et al. Defendants. CITY OF KENT, Third-Party Plaintiff, v. THE BOEING COMPANY, et al., Third-Party Defendants, KING COUNTY, a municipal corporation, Third-Party Plaintiff, v.	CASE NO. C96-0037C HIGP, INC./NORTHWEST COOPERAGE COMPANY, INC.'S THIRD-PARTY COMPLAINT

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THE BOEING COMPANY, et al.,

Third Party Defendants,

AMALGAMATED SERVICES, INC.,

Third-Party Plaintiff,

v.

THE BOEING COMPANY, et al.,

Third-Party Defendants,

GRIFFEN/JENSEN,

Third-Party Plaintiff,

v.

THE BOEING COMPANY, et al.,

Third-Party Defendants.

HIGP, INC./NORTHWEST COOPERAGE COMPANY, INC.,

Third-Party Plaintiff.

v.

CITY OF SEATTLE, a municipal corporation,

Third-Party Defendant.

I. PRELIMINARY STATEMENT

Plaintiff City of Seattle has filed in this action an Amended Complaint for cost recovery and contribution related to the Kent-Highlands Landfill ("landfill") against various defendants. Several of these defendants have filed, as third party plaintiffs, actions against Northwest Cooperage Co, Inc.

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("Northwest Cooperage"). Northwest Cooperage disclaims any and all liability in this action, but in the event that Northwest Cooperage becomes liable, it asserts the causes of action contained herein against the City of Seattle.

II. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this Third-Party Complaint by virtue of Sections 113(b) and (f) of CERCLA, 42 U.S.C. § 9613(b) and (f), 28 U.S.C. § 1331, 28 U.S.C. § 2201 and pursuant to this Court's power to exercise supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a).

2. Venue is appropriate under CERCLA, § 113(b), 42 U.S.C. § 9613(b) and 28 U.S.C. § 1391.

III. FACTUAL ALLEGATIONS

3. Northwest Cooperage incorporates by reference all allegations of its Answers, and Counterclaims in this action as though fully set forth herein.

4. The City of Seattle ("Seattle") is a municipal corporation existing under the laws of the State of Washington.

5. Seattle controlled and operated the landfill for the disposal of wastes at all times relevant to this proceeding. Seattle generated, disposed, transported and arranged for the transport of waste to the landfill.

6. Seattle compromised and settled all liabilities between Seattle and Northwest Cooperage for material produced by Northwest Cooperage that was deposited at any waste facility owned or operated by Seattle. Seattle further agreed to indemnify Northwest Cooperage from the third-party claims that have arisen in this lawsuit.

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C. DECLARATORY RELIEF

15. Northwest Cooperage incorporates paragraphs 1 through 10 as though fully set forth herein.

16. An actual controversy between Northwest Cooperage and Seattle now exists relating to the liability and responsibility of Northwest Cooperage for response or remedial action costs necessary to abate the alleged release or threatened release of hazardous substances at the landfill. Northwest Cooperage is entitled to entry of a declaratory judgment declaring Seattle liable for any such response or remedial action costs that are imposed upon Northwest Cooperage in connection with the landfill.

17. The Court has authority to enter such a judgment under 28 U.S.C. § 2201, and RCW 70.105D, and other relevant authority.

V. PRAYER FOR RELIEF

WHEREFORE, Northwest Cooperage requests the following relief:

A. Dismissal, with prejudice of the claims against Northwest Cooperage in the third-party complaints;

B. Full indemnification for all costs and liability incurred by Northwest Cooperage in this action;

C. Declaratory judgment that Seattle is bound to indemnify Northwest Cooperage for all costs and liability incurred in this action;

D. Judgment for contribution including a declaration of future liability from Seattle;

E. Prejudgment and postjudgment interest in the maximum amount provided by law;

F. An order declaring that northwest Cooperage is not liable for any damages relating to the claims asserted in this action;

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G. An award of costs, including reasonable attorney's fees, incurred by Northwest Cooperage in this litigation and arising from breach of the settlement agreement by Seattle; and,

H. Such additional and further relief as this Court deems just and equitable.

DATED this 9 day of June, 1997.

SUMMIT LAW GROUP PLLC
Attorneys for Third-Party Defendant HIGP, Inc./Northwest Cooperage Company, Inc.

By _____
Ralph H. Palumbo
WSBA No. 04751
Philip S. McCune
WSBA No. 21081

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SETTLEMENT, MUTUAL RELEASE AND INDEMNIFICATION AGREEMENT

This settlement, mutual release, and indemnification agreement ("Agreement") is made between the City of Seattle, a municipal corporation ("Seattle"), and Northwest Cooperage Co., Inc. and HIGP Inc. ("Northwest Cooperage").

Seattle sued several parties in the United States District Court for the Western District of Washington, Cause Number C96-0037C (the "Lawsuit"), seeking to recover monies spent and to be spent by Seattle to respond to releases of hazardous substances at the Kent Highlands Landfill in Kent, Washington ("Landfill"). Some of the defendants, in turn, sued Northwest Cooperage and alleged that Northwest Cooperage is liable pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9602 *et seq.*, and the Model Toxics Control Act ("MTCA"), RCW 105D.

AGREEMENT

In consideration of the mutual promises made herein, and for other good and valuable consideration, Seattle and Northwest Cooperage agree as follows:

1. Payment to Seattle

Within 45 (forty-five) days after the date that both parties have signed this Agreement, Northwest Cooperage shall pay to Seattle the sum of $45,000 as full and final settlement of Northwest Cooperage's alleged liability for past and future investigation and cleanup costs and other potential liabilities at the Kent Highlands Landfill

2. Mutual Release

Seattle and Northwest Cooperage and their agents, attorneys, employees, successors, assigns, insurers, directors, stockholders, subsidiaries, and affiliated companies, hereby release and forever discharge each other of and from any and all claims, demands, actions, suits, or proceedings of any kind or nature whatsoever, whether known or unknown, which either the City of Seattle or Northwest Cooperage has had, now has, or hereafter may have or may assert against one another on account of or in any way arising out of all actions, failures to act, events, occurrences, or circumstances of any kind that are the subject of the lawsuit, including, but not limited to, transportation of alleged hazardous substances to the Kent Highlands Landfill, and generation of wastes placed into the Kent Highlands Landfill. This release is intended to dispose of all claims, actions for damages, indemnity, contribution or subrogation of any kind arising out of the facts and allegations that are the subject matter of the lawsuit or that are based upon or related in any way to the presence of hazardous substances, petroleum products, environmental pollutants or contaminants or any other environmental conditions at or relating in any way to the Landfill.

Northwest Cooperage and Seattle agree that all materials transported from Northwest Cooperage to Seattle disposal facilities from October 1983 through the end of 1986 ultimately were deposited at the Kent Highlands Landfill and liability for these materials is released by this Agreement.

3. Dismissal of Lawsuit

The parties will cause to be filed a Stipulated Order of Dismissal with Prejudice (or its functional equivalent) promptly after Northwest Cooperage tenders its payment to Seattle.

4. Indemnification

As part of the consideration for this Agreement, Seattle agrees to indemnify, defend, and hold Northwest Cooperage (and its agents, employees, successors, assigns, directors, stockholders, subsidiaries, and insurers) harmless from and against all claims (past, present and future), expenses, losses or liabilities of any kind or nature related to the Landfill, including but not limited to all cross-claims, counterclaims and third-party claims currently pending and that may be later asserted in the above-referenced Lawsuit, and all other claims that may arise out of or relate to the Kent Highlands Landfill site. Notwithstanding the foregoing, the City's obligations set forth in this paragraph do not include the duty to reimburse Northwest Cooperage for future fees and costs incurred by any attorneys retained by Northwest Cooperage.

Northwest Cooperage agrees to cooperate fully in any defense by Seattle of Northwest Cooperage.

5. General Provisions

Nothing in this Agreement shall constitute or be interpreted, construed, or used as evidence of any admission of liability, law or fact, a waiver of any right or defense, or an estoppel against any other person not a party to this Agreement. This Agreement shall not be used for any purpose except to enforce the terms and conditions of this Agreement.

This Agreement shall be binding upon the successors and assigns of Seattle and Northwest Cooperage.

If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted, rather than voided, to achieve the intent of the parties. If any portion of this Agreement becomes unenforceable or void, the balance of the Agreement shall remain in full force and effect.

Either party to this Agreement's failure to enforce a term or condition of this Agreement does not constitute a waiver of that party's remedies for any breach of this Agreement. A party to this Agreement's waiver of one or more terms or conditions of this Agreement does not constitute a waiver of any other terms or conditions of this Agreement.

If either Seattle or Northwest Cooperage commences an action to interpret or enforce any of the terms or provisions of this Agreement, the prevailing party in such action shall be entitled to its reasonable attorney's fees, litigation expenses and costs, and other costs and damages arising from or related to such an action or beach of this Agreement.

Seattle and Northwest Cooperage represent and warrant that they have the power and authority to enter into this Agreement.

Seattle represents and warrants that it has not assigned or otherwise transferred or subrogated any interest in any claims which are related in any way to the subject matter of this lawsuit.

This Agreement shall be governed by, interpreted, and in all other ways construed in accordance with the laws of the State of Washington.

Counsel for Seattle and Northwest Cooperage have reviewed and approved this Agreement, and Seattle and Northwest Cooperage have both consulted with their attorneys and have concluded that this is a fair and reasonable settlement.

Seattle and Northwest Cooperage have each agreed to be responsible for the payment of their respective attorneys' fees and costs previously incurred in connection with the lawsuit.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

WE CERTIFY THAT WE HAVE REVIEWED THIS DOCUMENT AND AGREE TO BE LEGALLY BOUND BY IT.

CITY OF SEATTLE	NORTHWEST COOPERAGE CO., INC.
By: Diana Gale	By:
Print Name: DIANA GALE	Print Name:
Title/Position: MANAGING DIRECTOR	Title/Position:
Date: 7/17/97	Date:

If either Seattle or Northwest Cooperage commences an action to interpret or enforce any of the terms or provisions of this Agreement, the prevailing party in such action shall be entitled to its reasonable attorney's fees, litigation expenses and costs, and other costs and damages arising from or related to such an action or beach of this Agreement.

Seattle and Northwest Cooperage represent and warrant that they have the power and authority to enter into this Agreement.

Seattle represents and warrants that it has not assigned or otherwise transferred or subrogated any interest in any claims which are related in any way to the subject matter of this lawsuit.

This Agreement shall be governed by, interpreted, and in all other ways construed in accordance with the laws of the State of Washington.

Counsel for Seattle and Northwest Cooperage have reviewed and approved this Agreement, and Seattle and Northwest Cooperage have both consulted with their attorneys and have concluded that this is a fair and reasonable settlement.

Seattle and Northwest Cooperage have each agreed to be responsible for the payment of their respective attorneys' fees and costs previously incurred in connection with the lawsuit.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

WE CERTIFY THAT WE HAVE REVIEWED THIS DOCUMENT AND AGREE TO BE LEGALLY BOUND BY IT.

CITY OF SEATTLE	NORTHWEST COOPERAGE CO., INC.
By:_____	By: Herman Trotsky
Print Name:_____	Print Name: HERMAN TROTSKY
Title/Position:_____	Title/Position: President
Date:_____	Date: 7/22/97

State of Washington
County of King
Signed and sworn to (or affirmed) before me
on 7/22/97 by Herman Trotsky
Notary Public
My appointment expires 9/29/00

PERKINS COIE

A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
1201 THIRD AVENUE, 40TH FLOOR · SEATTLE, WASHINGTON 98101-3099
TELEPHONE: 206 583-8888 · FACSIMILE: 206 583-8500

STEVEN W. HALE
(206) 583-8633
HALES@PERKINSCOIE.COM

October 6, 1997

Ms. Elaine Haug
Environmental Claims Examiner
The Chubb Group of Insurance
1445 Ross Avenue, Suite 500
Dallas TX 75202-2763

Mr. Paul Keyser
Wausau Insurance Companies
901 Warrenville Road
Suite 500
Lisle IL 60532-4344

Mr. Ray A. Clayton
Home Office Claims Examiner
The Seibels Bruce Group
Post Office Box 1
Columbia SC 29202-0001

Mr. Marcus Vergi
Environmental Claims Specialist
USF&G Insurance
Post Office Box 1138
Baltimore MD 21203-1138

Re: **Amalgamated Services v. Northwest Cooperage**
City of Kent v. Northwest Cooperage
Your Insured: **Northwest Cooperage, Inc.**
Site: **Kent Highlands Landfill, Kent WA**

Dear Elaine, Marcus, Ray and Paul:

Enclosed for your records is a copy of the Settlement Agreement executed by all parties.

Sincerely,

Steven W. Hale

Steven W. Hale

SWH:ck
Enclosure

cc: Mr. Herman Trotsky

[26498-0001/SL972790.074]

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement"), effective August ___, 1997, is entered into between HIGP, INC., f/k/a NORTHWEST COOPERAGE COMPANY, INC. ("Northwest Cooperage") and CONSOLIDATED AMERICAN INSURANCE COMPANY ("Consolidated American"), EMPLOYERS INSURANCE OF WAUSAU ("Wausau"), FEDERAL INSURANCE COMPANY ("Federal") and UNITED STATES FIDELITY & GUARANTY COMPANY ("USF&G") (individually and collectively the "Insurers").

RECITALS

A. The Insurers allegedly issued Policies to Northwest Cooperage during various policy periods. "Policies" means any and all presently or previously-existing, primary, umbrella, excess or other insurance policies, contracts and/or agreements of any nature, type or kind, issued to and/or alleged to have been issued by the Insurers to Northwest Cooperage.

B. Three third-party complaints have been filed against Northwest Cooperage, (hereinafter jointly the "Kent Highlands Litigation"), to wit:

1. City of Seattle v. City of Kent, et al./City of Kent v. The Boeing Co., et al., U.S. District Court Cause No. C96-0037C.

2. City of Seattle v. City of Kent/The Jensen Group, et al. v. The Boeing Co., et al., U.S. District Court Cause No. C96-0037C.

3. City of Seattle v. City of Kent/Amalgamated Services, Inc. v. The Boeing Co., et al., U.S. District Court Cause No. C96-0037C.

C. Northwest Cooperage has demanded that the Insurers defend and indemnify Northwest Cooperage with respect to the Kent Highlands Litigation.

D. The Insurers dispute that the Policies provide Northwest Cooperage with defense or indemnity coverage for the Kent Highlands Litigation.

E. Northwest Cooperage and the City of Seattle reached an agreement to settle all of Northwest Cooperage's liability related to the Kent Highlands Landfill and the Kent Highlands Litigation and provides Northwest Cooperage with indemnity protection against the claims of the third-party plaintiffs in the litigation set forth in Recital B above.

F. Northwest Cooperage and the Insurers have agreed to resolve all disputes between them arising out of Northwest Cooperage's actual or potential liability for any Environmental Claims relating to the Kent Highlands Landfill, and herein reduce their agreement to writing.

DEFINITIONS

A. "Environmental Claim(s)" shall mean any claim, demand, action, suit or proceeding in connection with the Kent Highlands Landfill, whether at law or in equity, and whether sounding in tort, contract, equity, nuisance, trespass, negligence, strict liability or any statutory or common law cause of action of any sort, involving alleged, actual, threatened or potential pollution, contamination or other injurious environmental condition, or exposure to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants, or other injurious environmental condition, or any form of toxic, hazardous or injurious substance or material including without limitation, any "hazardous waste" as that term is defined in 42 U.S.C. § 9601 ("injurious agents"). Environmental claims shall also include, without limitation, any liability, obligation, expenditure or other sums which Northwest Cooperage has in the past, is now, or may in the future incur or become liable for, as a result of or arising out of conditions at, or emanating from the Kent Highlands Landfill, including:

1. Remediation of any injurious environmental condition, including without limitation, the cleanup, removal, containment, treatment, detoxification, neutralization, investigation, study, prevention, mitigation, restitution or remediation thereof, whether voluntary or involuntary or pursuant to any governmental order (consensual or otherwise), decree, judgment or other compulsion and whether undertaken by Northwest Cooperage, or by some other entity at Northwest Cooperage's expense;

2. Past, present or future cost or expense to defend, test, monitor, clean up, remove, contain, detoxify, neutralize or in any way respond to, react to, or assess the effects of actual, alleged or threatened pollution, contamination, or other injury to the environment or exposure to pollution, contamination or other injurious environmental condition;

3. Alleged, actual, threatened or potential bodily injury including without limitation disease, sickness, illness, mental or emotional injury or death; alleged, actual, threatened or potential personal injury; alleged, actual, threatened or potential claims for workers' compensation; alleged, actual, threatened or potential damage to, destruction of, or loss of natural resources; or alleged, actual, threatened or potential damage to, destruction of, diminution in value or loss of use of any property.

COVENANTS

Therefore, in consideration of their mutual covenants, Northwest Cooperage and the Insurers agree as follows:

1. The Insurers shall collectively pay, within ten (10) days of the effective date of this Agreement, Forty-Two Thousand and no/100 Dollars ($42,000.00) to Northwest Cooperage Co., Inc. The specific contribution of each Insurer is as follows:

Insurer	Contribution
Consolidated American	$11,340.00
Employers Insurance of Wausau	$11,340.00
Federal Insurance Company	$11,340.00
USF&G	$ 7,980.00

Defense costs of $19,298.00 are being paid by the Insurers to Northwest Cooperage separately.

2. In consideration of the payments by The Insurers described in paragraph 1 above, and the mutual release of rights contained herein, Northwest Cooperage, on its own behalf, and on behalf of its employees, officers, directors, agents, attorneys, successors, assigns, parent companies, subsidiaries, subrogees, and any other person claiming under any of the Insurers' policies, does hereby fully and forever release and discharge the Insurers and their employees, officers, directors, agents, and attorneys from the following:

a. All claims and causes of action of any kind, known and unknown, anticipated and unanticipated, involving Environmental Claims arising out of, or in any way connected with, the Kent Highlands Landfill.

b. All claims for compensatory, punitive, or statutory damages based upon any allegations of bad faith, unfair claim practice, unfair trade practice or other act or failure to act in connection with the investigation, handling, adjustment, litigation or settlement of these Environmental Claims.

3. Northwest Cooperage and the Insurers understand and agree that this Agreement constitutes the sole and complete agreement between them with regard to this matter and shall not be subject to modification, except in writing signed by all parties affected by the modification or their successors.

4. Northwest Cooperage agrees to indemnify the Insurers as to any claim or action brought against the Insurers by any party claiming to have an interest in the Insurers' policies, derived from Insurers' policies, or based upon any theory of subrogation, indemnity, contribution, equity, allocation, apportionment, third-party beneficiary, or other theory, in connection with any matter released pursuant to this agreement. Northwest Cooperage's indemnification obligation pursuant to this Agreement shall be limited to the sum of Forty-Two Thousand Dollars ($42,000.00).

5. Northwest Cooperage represents and warrants that neither it nor any other entity or person identified as a Named Insured or Additional Insured under any insurance Policies issued by the Insurers to Northwest Cooperage has made any assignment, conveyance or transference of any rights, causes of action or claims available to it under any insurance policy issued by the Insurers to Northwest Cooperage in connection with the matters pertaining to this Agreement.

6. This Agreement shall be construed and interpreted under the laws of the State of Washington. Venue for all disputes shall be King County, Washington.

7. The parties to this Agreement and their counsel participated in drafting this Agreement; therefore, the Agreement shall not be construed or interpreted in favor or against either Northwest Cooperage or the Insurers.

8. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

9. Each of the signatories on behalf of each party represents and warrants:

a. That he/she is fully authorized to enter into this Agreement;

b. That he/she has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or other internal approval is necessary;

c. That the making and performance of this Agreement will not violate any provision of law or of their respective articles of incorporation, charter or by-laws;

d. That he/she has read this entire Agreement and knows the contents hereof, that the terms hereof are contractual and not merely recitals, and that he/she has signed this Agreement of his/her own free act; and

e. That in making this Agreement, he/she has obtained the advice of legal counsel.

10. This Agreement may be executed in counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts. When the Agreement has been signed by all parties and an executed original with each party's signature has been given to Northwest Cooperage, the Agreement is fully executed.

11. The payments by Insurers described above and its receipt by Northwest Cooperage is for the compromise of disputed claims, and neither such payment nor its receipt shall be construed as an admission by any party that any coverage or obligation to pay exists or does not exist under any of the Insurers' policies for defense or indemnity. By entering into this Agreement, insurers do not admit that they have any liability or obligation to Northwest Cooperage or to any other person arising out of or in connection with this Environmental Claim.

12. This Agreement is not intended to be, nor shall it be construed as, an admission with respect to policy interpretation or as an admission by any party regarding any duties, rights or obligations for any future claims that might be presented under the Insurers' policies.

Nothing in this Agreement shall be deemed to constitute a waiver or an estoppel of any right of any party to assert any claim or defense, with respect to any future claims, under the Insurers' policies.

13. All matters relating to the existence, terms and negotiations of this Agreement shall be confidential and none of the parties hereto, nor their respective employees, agents or attorneys shall disclose such information to any other person without the prior written consent of the other parties, unless such disclosure is required by operation of law, except that disclosure may be made to the parties' attorneys, accountants, financial institutions, insurers, reinsurers, auditors and related business entities provided that such recipient is informed prior to disclosure of the confidential nature of the Agreement and agrees to be bound by this confidentiality provision. In the event that any party believes such a disclosure to be required by law, and is not otherwise permitted hereunder, it shall give at least thirty (30) days written notice to the other parties prior to disclosing such information; except that such notice must be given within seventy-two (72) hours of receipt of the request for disclosure if the time for making the disclosure is less than thirty (30) days.

14. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered or three (3) days after being deposited in the United States mail in registered or certified form, postage prepaid, return-receipt requested, to the parties at the addresses noted below or such other address as a party may designate in writing from time to time:

Consolidated American Insurance Company
c/o The Seibels Bruce Insurance Company
Attn: Ray A. Clayton
Post Office Box 1
Columbia SC 29202-0001
Facsimile: 803-748-2032

Employers Insurance of Wausau
c/o Wausau Insurance Companies
Attn: Paul Keyser, Environmental Claims
901 Warrenville Road, Suite 500
Lisle IL 60532-4344
Facsimile: 630-719-0770

Federal Insurance Company
c/o Chubb Group of Insurance Companies
Attn: Elaine Haug
Fountain Place, Suite 500
1445 Ross Avenue
Dallas TX 75202-2763
Facsimile: 214-754-8558

United States Fidelity and Guaranty Company
Attn: Marcus Vergi
6225 Smith Avenue
Post Office Box 1138
Baltimore MD 21203-1138
Facsimile: 410-205-6284

Northwest Cooperage Company, Inc.
c/o Herman Trotsky
2818 - 140th Avenue N.E.
Bellevue WA 98005
Facsimile: 425-881-2602

HIGP, INC., f/k/a NORTHWEST
COOPERAGE CO., INC.

By _____
Herman Trotsky, Pres.

SIGNED and AFFIRMED to before me this 11th day of September, 1997, by HERMAN TROTSKY.

_____
CAROL REID KNESS
[Typed Name]
NOTARY PUBLIC in and for the State of
Washington, residing at SNOQUALMIE
Commission expires: 12/30/98

CONSOLIDATED AMERICAN
INSURANCE COMPANY

By _____
Ray A. Clayton

SIGNED and AFFIRMED to before me this 12 day of September, 1997, by RAY A. CLAYTON.

Patricia A. Anson
[Typed Name]
NOTARY PUBLIC in and for the State of South Carolina, residing at Williamsburg
Commission expires: 2/28/2004

EMPLOYERS INSURANCE OF WAUSAU

By _____
Paul Keyser

SIGNED and AFFIRMED to before me this ____ day of September, 1997, by PAUL KEYSER.

_____
_____
[Typed Name]
NOTARY PUBLIC in and for the State of Illinois, residing at _____
Commission expires: _____

FEDERAL INSURANCE CO.

By _____
Elaine Haug

SIGNED and AFFIRMED to before me this ____ day of September, 1997, by RAY A. CLAYTON.

_____

_____

[Typed Name]
NOTARY PUBLIC in and for the State of South Carolina, residing at _____
Commission expires: _____

EMPLOYERS INSURANCE OF WAUSAU

By _____
Paul Keyser

SIGNED and AFFIRMED to before me this 22 day of September, 1997, by PAUL KEYSER.

Rosa Ferrari

_____

[Typed Name]
NOTARY PUBLIC in and for the State of Illinois, residing at Chicago, IL
Commission expires: 2-15-2001

OFFICIAL SEAL
ROSA FERRARI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB. 15, 2001

FEDERAL INSURANCE CO.

By _____
Elaine Haug

SIGNED and AFFIRMED to before me this ____ day of September, 1997, by RAY A. CLAYTON.

_____

_____

[Typed Name]
NOTARY PUBLIC in and for the State of South Carolina, residing at _____
Commission expires: _____

EMPLOYERS INSURANCE OF WAUSAU

By _____
Paul Keyser

SIGNED and AFFIRMED to before me this ____ day of September, 1997, by PAUL KEYSER.

Brenda Massey

Brenda Massey
[Typed Name]
NOTARY PUBLIC in and for the State of ~~Illinois~~ Texas, residing at Dallas
Commission expires: 1-28-98

FEDERAL INSURANCE CO.

By Elaine Haug
Elaine Haug

SIGNED and AFFIRMED to before me this 20 day of ~~September~~ October, 1997, by ELAINE HAUG.

_____

_____

[Typed Name]
NOTARY PUBLIC in and for the State of Texas, residing at _____
Commission expires: _____

UNITED STATES FIDELITY and GUARANTY INSURANCE CO.

By _____
Marcus Vergi

SIGNED and AFFIRMED to before me this ____ day of September, 1997, by MARCUS VERGI.

_____

_____

[Typed Name]
NOTARY PUBLIC in and for the State of Maryland, residing at _____
Commission expires: _____

SIGNED and AFFIRMED to before me this ____ day of September, 1997, by ELAINE HAUG.

_____

_____

[Typed Name]
NOTARY PUBLIC in and for the State of Texas, residing at _____
Commission expires: _____

UNITED STATES FIDELITY and GUARANTY INSURANCE CO.

By Marcus Vergi
Marcus Vergi

SIGNED and AFFIRMED to before me this 12TH day of September, 1997, by MARCUS VERGI.

Linda Abate Langrall
LINDA ABATE LANGRALL
[Typed Name]
NOTARY PUBLIC in and for the State of Maryland, residing at Baltimore County
Commission expires: 05/01/01

LINDA ABATE LANGRALL NOTARY PUBLIC BALTIMORE COUNTY

NW COOPERAGE INSURERS

INSURANCE CARRIER	POLICY NUMBER	COVERAGE PERIOD	LIMITS	CONTACT INFO.
United States Fidelity & Guaranty Company (USF&G)	1CC C41891 1CC D92875 1CC D92875	3/1/79-3/1/80 3/1/80-3/1/81 3/1/81-4/8/82	$100K $100K $100K	Attn: Marcus Vergi Environmental Claims Specialist 6225 Smith Avenue Post Office Box 1138 Baltimore, MD 21203-1138 Fax: 410-205-6284 100 West Harrison Plaza Seattle, WA 98119 Attn: Sandi Dale 100 Light Street Baltimore, MD 21202 Fax: 410-547-3164
Federal Insurance Company	GLP (83)73021168 GLP (84)73021168	4/8/82-4/8/84 4/8/83-4/8/84	$100K $100K	C/o The Chubb Group of Ins. Companies Attn: Elaine Haug, Environmental Claims Examiner Fountain Place, Suite 500 1445 Ross Avenue Dallas, TX 75202-2763 Fax: 214-754-8558 C/o Chubb Group of Ins. Cos. Attn: John Fisher, Environmental Claims Encino Terrace Center 15821 Ventura Blvd. #220 Encino, CA 91436-2924 Fax: 818-906-6480 15 Mountain View Road Box 1615 Warren, NJ 07061 251 North Illinois Suite 1100 Indianapolis, IN 46204

NW COOPERAGE INSURERS

Employers Insurance of Wausau	232502043267	4/8/84-4/8/85	$100K	C/o Wausau Ins. Companies Attn: Paul Keyser, Environmental Claims 901 Warrenville Road Suite 500 Lisle, IL 60532-4344 Fax: (630) or (708) 719-0770 A Mutual Company Post Office Box 8017 Wausau, WI 54402-8017 A Mutual Company 2000 Westwood Drive Wausau, WI 54401
Consolidated American Insurance Company	CAL 171600	4/8/85-4/8/86		Attn: Ray A. Clayton Home Office Examiner The Seibels Bruce Ins. Cos. Post Office Box One Columbia, SC 29202 350 East 96th Street Indianapolis, IN 46240
Mission Insurance Company	MN 013058 MN 030091 MN 047429	4/8/82-4/8/84 4/8/84-4/8/85 4/8/85-4/8/86	$2Mill $2Mill $2Mill	INSOLVENT
Classified Insurance Corporation	CGL4 600974 CGL4 600974	4/8/86-4/8/87 4/8/87-4/8/88	$500K $1Mill	Changed name to American Star on 3/27/87
American Star Insurance Company	AMS-4-504618	4/8/88-4/8/89		IN LIQUIDATION 11/16/92 Post Office Box 7575 San Francisco, CA 94120-7575
Talbott Insurance Company	01CD119367-1 01CD119367-2 01CD119367-3 01CD119367-4 01CD119367-5 01CD119367-6	11/23/92-11/23/95 1993-1994 1994-1995 1995-1996 1996-1997 1997-1998		Kareena Ph: 425-814-1000 Ext. 234

FEDERAL (CHUBB)
Umbrella
4/8/82 – 4/8/83

UMBRELLA LIABILITY INSURANCE

DECLARATIONS

ITEM 1. (a) Named Insured: NORTHWEST COOPERAGE CO., INC., ET AL (REFER TO ENDORSEMENT #1)

(b) Address of Named Insured: 7152 FIRST AVENUE SOUTH SEATTLE, WASHINGTON 98108

ITEM 2. Limit of Liability — as Insuring Agreement III

(a) Limit in all in respect of each occurrence $ 2,000,000.00

(b) Limit in the aggregate for each annual period where applicable $ 2,000,000.00

(c) Deductible amount $ 10,000.00

ITEM 3. Policy Period: APRIL 8, 1982 TO APRIL 8, 1983

ITEM 4. Notice of Occurrence (Condition G) to: The Company and/or Sayre & Toso, Inc.

ITEM 5. Currency (Condition Q): United States Currency

ITEM 6. Payment of Premium (Condition Q) to: The Company and/or Sayre & Toso, Inc.

SCHEDULE OF UNDERLYING INSURANCES

CARRIER	TYPE OF POLICY	LIMITS OF LIABILITY	
FEDERAL INSURANCE COMPANY	Comprehensive General Liability:	Bodily Injury Liability	
		$ 500,000.00	each occurrence
		$ 500,000.00	aggregate
		Property Damage Liability	
		$ 100,000.00	each occurrence
		$ 100,000.00	aggregate
		Combined Single Limit (Bodily Injury Liability and Property Damage Liability)	
		$	each occurrence
		$	aggregate
FEDERAL INSURANCE COMPANY	Automobile Liability:	Bodily Injury Liability	
		$	each person
		$	each occurrence
		Property Damage Liability	
		$	each occurrence
		Combined Single Limit (Bodily Injury Liability and Property Damage Liability)	
		$ 500,000.00	each occurrence
FEDERAL INSURANCE COMPANY	Employers' Liability:	$ 500,000.00	one accident

Said insurance is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on pages 1, 2, 3, 4, 5, 6, & 7 of this form, which are hereby made a part of said insurance, together with such other provisions, stipulations and conditions as may be endorsed on said Policy or added thereto as therein provided.

Attached to and forming part of Policy No. MN 013058 OF THE MISSION NATIONAL INSURANCE COMPANY.

ISSUED TO: NORTHWEST COOPERAGE CO., INC., ET AL

DATED AT: SEATTLE, WASHINGTON

This 11TH day of MAY, 19 82

SAYRE & TOSO, INC.

By _____

UMBRELLA LIABILITY INSURANCE

Named Insured: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies, as now or hereafter constituted and of which prompt written notice has been given to the Company (hereinafter called the "Named Insured").

INSURING AGREEMENTS

I. 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 on account of: —

(i) Personal Injuries
(ii) Property Damage
(iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, subject to the geographical limitations as stated in Insuring Agreement II.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS —

As respects occurrences covered under this policy, but not covered under the underlying insurances as set out in the attached schedule or under any other collectible insurance, the Company shall:

(a) defend in his name and behalf any suit against the Insured alleging liability insured under the provisions of this policy and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company shall have the right to make such investigation, negotiation and settlement of any claim or suit as may be deemed expedient by the company;

(b) pay all premiums on bonds to release attachments for an amount not in excess of the limit of liability of this policy, all premiums on appeal bonds required in any such defended suit but without any obligations to apply for or furnish such bonds, all costs taxed against the Insured in any such suit, all expenses incurred by the Company and all interest accruing after the entry of judgment until the Company has paid, tendered or deposited in court that part of such judgment as does not exceed the limit of the Company's liability thereon;

(c) reimburse the Insured for all reasonable expenses, other than loss of earnings, incurred at the Company's request.

The Company agrees to pay the amounts incurred under this insuring agreement, except in settlement of claims and suits, in addition to the limits of liability stated in Items 2(a) and 2(b) of the Declarations, and such defense and supplementary payments shall not be included as part of the ultimate net loss, as defined in Definition 7.

The provisions of this insuring agreement apply only within the United States of America, its territories or possessions, or Canada; however, in any of these jurisdictions where the Company may be prevented by law or otherwise from carrying out this agreement, the Company shall pay any expense incurred with its consent.

III. LIMIT OF LIABILITY —

The Company shall only be liable for the ultimate net loss the excess of either

(a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances,

or (b) the amount as set out in Item 2(c) of the Declarations ultimate net loss in respect of each occurrence not covered by said underlying insurances,

(hereinafter called the "underlying limits");

and then only up to a further sum as stated in Item 2(a) of the Declarations in all in respect of each occurrence — subject to a limit as stated in Item 2(b) of the Declarations in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy subject to all the terms, conditions and definitions hereof shall

(1) in the event of reduction pay the excess of the reduced underlying limit

(2) in the event of exhaustion continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Company's limits of liability beyond those set forth in the Declarations

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

1. **INSURED —**

The unqualified word "Insured" wherever used in this policy includes:

(a) the Named Insured, and, if the Named Insured is designated in Item 1 of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(b) if the Named Insured is designated in Item 1 of the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of such a business;

(c) any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Insured;

(d) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only to the extent of such obligation and in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or of facilities used by the Named Insured;

(e) any additional Insured (not being the Named Insured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Insured under any underlying insurances as set out in attached schedule;

(f) with respect to any automobile owned by the Named Insured or hired for use in behalf of the Named Insured, or to any aircraft owned by or hired for use in behalf of the Named Insured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Insured. The insurance extended by this sub-division (f), with respect to any person or organization other than the Named Insured shall not apply —

1. to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;

2. to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of any of the aforementioned;

3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (f) shall not apply if it restricts the insurance granted under sub-division (e) above.

4. with respect to any non-owned automobile to any officer, director, stockholder, partner or employee of the Named Insured if such automobile is owned in full or in part by him or a member of his household.

2. **PERSONAL INJURIES —**

The term "Personal Injuries" wherever used herein means bodily injury (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.

3. **PROPERTY DAMAGE —**

The term "Property Damage" wherever used herein shall mean (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

4. **ADVERTISING LIABILITY —**

The term "Advertising Liability" wherever used herein shall mean:

(1) Libel, slander or defamation;

(2) Any infringement of copyright or of title or of slogan;

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

(4) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities.

5. **OCCURRENCE —**

The term "Occurrence" wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

6. **DAMAGES —**

The term "Damages" includes damages for death and for care and loss of services resulting from personal injury.

7. **ULTIMATE NET LOSS —**

Except as provided in Insuring Agreement II, the term "Ultimate Net Loss" shall mean the total sum which the Insured, or his Underlying Insurers as scheduled, or both, become obligated to pay by reason of personal injuries, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Insured's or of any underlying insurer's permanent employees.

The Company shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

8. **AUTOMOBILE —**

The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

9. **AIRCRAFT —**

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

10. **PRODUCTS LIABILITY —**

The term "Products Liability" includes the "Products Hazard" and "Completed Operations Hazard" defined as follows:

(1) "Products Hazard" includes bodily injury and property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Named Insured, and after physical possession of such products has been relinquished to others.

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

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

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

(b) when all operations to be performed by or on behalf of the Named 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 part of the same project.

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

The Completed Operations Hazard does not include bodily injury or property damage arising out of

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

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

11. **ANNUAL PERIOD —**

The term "Annual Period" shall mean each consecutive period of one year commencing from the inception date of this Policy.

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This Policy shall not apply: —

(a) to any obligation for which the Insured and any company as its insurer may be held liable under any Workers' Compensation, unemployment compensation or disability benefits law provided, however, that this exclusion does not apply to liability of others assumed by the Named Insured under contract or agreement;

(b) to personal injury, property damage or advertising injury arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in this policy as a Named Insured;

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

(1) a delay in or lack of performance by or on behalf of the Named Insured, of any contract or agreement, or

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

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

(d) to property damage to the Named Insured's products arising out of such products or any part of such products;

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

(f) with respect to advertising activities, to claims made against the Insured for:

(1) failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;

(2) infringement of registered trade marks, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

(3) incorrect description of any article or commodity;

(4) mistake in advertised price;

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

(h) to any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, colour or national origin;

(i) 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;

(j) in respect to family protection (Uninsured Motorist) coverage.

Except insofar as coverage is provided to the Insured in the underlying insurances as set out in the attached Schedule, this policy shall not apply:

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

(l) to the liability of any Insured hereunder for assault and battery committed by or at the direction of such Insured except liability for Personal Injuries resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing Personal Injuries or Property Damage; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Excusion (a) above;

(m) with respect to any aircraft owned by the Insured except liability of the Named Insured for aircraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;

(n) with respect to any watercraft owned by the Insured, while away from premises owned, rented or controlled by the Insured, except liability of the Named Insured for watercraft not owned by them, it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;

(o) to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment.

THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS —

A. PREMIUM —

Unless otherwise provided for the premium for this Policy is a flat premium and is not subject to adjustment except as provided in Conditions B and P.

B. ADDITIONAL INSUREDS —

In the event of additional insureds being added to the coverage under the Underlying Insurances during currency hereof prompt written notice shall be given to the Company which shall be entitled to charge an appropriate additional premium hereon.

C. 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 Item 2 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE —

As regards personal injury (fatal or non-fatal) by occupational disease sustained by any employee of the Insured, this policy is subject to the same terms and conditions (except as regards the premium, the amounts and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an occurrence for which claim is made hereunder.

E. INSPECTION AND AUDIT —

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

The Company may 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.

F. CROSS LIABILITY —

In the event of claims being made by reason of personal injury suffered by any employee of one Insured hereunder for which another Insured hereunder is or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

In the event of claims being made by reason of damage to property belonging to any Insured hereunder for which another Insured is, or may be, liable then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Insuring Agreement III.

G. NOTICE OF OCCURRENCE —

Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this policy, notice shall be sent as stated in Item 4 of the Declarations 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.

H. ASSISTANCE AND CO-OPERATION —

Except as respects Insuring Agreement II, the Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.

I. APPEALS —

In the event the Insured or the Insured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at its own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in Insuring Agreement III for any one occurrence and in addition the cost and expense of such appeal.

J. LOSS PAYABLE —

Liability under this policy with respect to any occurrence shall not attach unless and until the Insured, or the Insured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrence. The Insured shall make a definite claim for any loss for which the Company may be liable under the policy within twelve (12) months after the Insured shall have paid an amount of ultimate net loss in excess of the amount borne by the Insured or after the Insured's liability shall have been fixed and rendered certain either by final judgment against the Insured after actual trial or by written agreement of the Insured, the claimant, and the Company. If any subsequent payments shall be made by the Insured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

K. BANKRUPTCY AND INSOLVENCY —

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Company shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

L. 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 specifically stated to be excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

M. SUBROGATION —

Inasmuch as this policy is "Excess Coverage", the Insured's right of recovery against any person or other entity 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 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 principle 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 amounts shall be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

N. CHANGES —

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop 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 hereof, signed by the Company or its authorized representatives.

O. ASSIGNMENT —

Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon

P. CANCELLATION —

This policy may be cancelled by the Named Insured by surrender thereof to the Company or its authorized representatives or by mailing to the Company or its authorized representatives written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company or its authorized representatives by sending by registered mail notice to the Named Insured stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or its authorized 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 respective representatives shall be equivalent to mailing.

It is agreed that irrespective of any other items or conditions contained in this policy or endorsements attached thereto, this policy may be cancelled by the Company or its authorized representatives for non-payment of any unpaid portion of the premium by delivering to the Named Insured or by sending to the Named Insured by registered mail, at the Named Insured's address as shown herein, not less than ten days' written notice stating when the cancellation shall be effective.

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 with such notice.

Q. CURRENCY —

The premium and losses under this policy are payable in the currency stated in Item 5 of the Declarations. Payment of Premium shall be made as stated in Item 6 of the Declarations.

R. CONFLICTING STATUTES —

In the event that any provision of this policy is unenforceable by the Insured under the laws of any State or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

S. MAINTENANCE OF AND RESTRICTIONS IN UNDERLYING INSURANCES —

It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Named Insured to comply with the foregoing shall not invalidate this policy but in the event of such failures, the Company shall only be liable to the same extent as it would have been had the Named Insured complied with the same condition.

STANDARD CLAUSES

1. NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD) The insurance afforded under any liability coverage of 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 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.

2. It is expressly understood and agreed by the Insured by accepting this policy that Sayre & Toso, Inc. is not the Insurer hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer. The Insurer hereunder is the company shown.

3. This insurance is made and accepted subject to all the provisions and conditions set forth herein and in any forms or endorsements attached hereto, all of which are to be considered as incorporated herein, and any provisions or conditions appearing in any forms or endorsements attached hereto which alter the Policy provisions stated herein (except Clause 1) shall supersede such Policy provisions in so far as they are inconsistent therewith. Standard Clause 1 shall not be amended.

4. MISREPRESENTATION AND FRAUD. This policy shall be void if the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the Insured touching any matters relating to the insurance or the subject thereof, whether before or after a loss.

5. SMALL AMOUNTS. It is a condition of this policy that no additional premium will be charged nor return premium allowed when the amount involved does not exceed $5.00.

6. 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.

7. DECLARATIONS. By accepting this Policy the Insured agrees that the statements in all declarations made in connection with the insurance provided hereunder are his agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements between the Insured and the Company or any of its agents relating to this insurance.

ENDORSEMENT # 1 EFFECTIVE: APRIL 8, 1982

NAMED INSURED

IT IS AGREED THAT THE NAMED INSURED IS AMENDED TO READ:

NORTHWEST COOPERAGE CO., INC.;
AMERICAN BAG & SALVAGE CO., INC.;
JACK & LOUISE TROTSKY, HERMAN & JACQUALINE TROTSKY, AND
LORRAINE TROTSKY, INDIVIDUALLY.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. MN 013058

OF THE MISSION NATIONAL INSURANCE COMPANY

ISSUED TO: NORTHWEST COOPERAGE CO., INC., ET AL

DATED AT: SEATTLE, WASHINGTON

DATE: MAY 11, 1982

SAYRE & TOSO, INC.

BY: _____

jmw

PERSONAL UMBRELLA LIABILITY EXTENSION ENDORSEMENT

In consideration of the premium to be paid, it is agreed that, except as respects such coverage as is afforded by this endorsement, this policy does not cover any "non-business" activities of any Individual Named Insured. It is further agreed that the word "business" includes trade, profession, or occupation.

DECLARATIONS

(1) Individual Named Insured JACK & LOUISE TROTSKY

(2) Address

(3) For the purpose of the insurance afforded by this endorsement, it is agreed by the Insured stated in Item (1) above that the Insured shall maintain in force valid and collectible underlying insurance written without special restrictive endorsements on standard forms in general use as set out below, or for the purpose of the insurance afforded under this endorsement it shall be deemed such insurance is in force with limits of at least:

CARRIER	TYPE OF POLICY	LIMITS OF LIABILITY
FEDERAL INSURANCE COMPANY	COMPREHENSIVE PERSONAL LIABILITY	$300,000.00 CSL
FEDERAL INSURANCE COMPANY	AUTOMOBILE LIABILITY	$500,000.00 CSL

INSURING AGREEMENTS

I. **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 legally obligated to pay for damages on account of Personal Injuries and Property Damage as defined in the Umbrella Policy Form S10001F attached to and forming a part of this Policy caused by or arising out of each occurrence happening anywhere in the world.

II. **LIMIT OF LIABILITY —**

The Company shall only be liable for the ultimate net loss the excess of either

(a) The limits of the underlying insurances as set out in Item (3) of the Declarations in this endorsement in respect of each occurrence covered by said underlying insurances; or

(b) $1000.00 ultimate net loss in respect of each occurrence not covered by said underlying insurances,

(hereinafter called the "underlying limits");

and then only up to a further sum as stated in the Umbrella Policy Form S10001F attached to and forming a part of this Policy.

It is further understood and agreed that the limit of liability of the Company under this Policy shall not be increased by the attachment of this endorsement.

III. **DEFINITION OF "INDIVIDUAL NAMED INSURED" and "INSURED" —**

"Individual Named Insured" means the individual named in Item No. 1 of the Declarations of this endorsement and also includes the spouse thereof if a resident of the same household. The unqualified word "Insured" includes the Individual Named Insured and also:

(a) the Individual Named Insured's children under twenty-one (21) years of age and, if residents of his household, relatives of the Individual Named Insured including children over twenty-one (21) years of age of the Individual Named Insured or his spouse.

Said insurance is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on the back hereof, which are hereby made a part of said insurance, together with such other provisions, stipulations and conditions as may be endorsed on said Policy of Insurance or added thereto as therein provided.

Attached to and forming part of Policy No. MN 013058 OF THE MISSION NATIONAL INSURANCE COMPANY.

ISSUED TO: NORTHWEST COOPERAGE CO., INC., ET AL

DATED AT: SEATTLE, WASHINGTON By: SAYRE & TOSO, INC.

This 11TH day of MAY 19 82 By

ENDORSEMENT #2 EFFECTIVE: APRIL 8, 1982

(b) (1) any person while using an automobile or watercraft owned by, loaned to or hired for use in behalf of the Individual Named Insured and any person or organization legally responsible for the use thereof, provided the actual use is by the Individual Named Insured or with the Individual Named Insured's permission, or (2) with respect to a non-owned automobile, any relative, provided the actual use thereof is with the permission of the owner or reasonably believed to be with the permission of the owner and is within the scope of such permission. The insurance with respect to any person or organization other than the Individual Named Insured does not apply under division (b) of this insuring agreement:

(i) with respect to any automobile (other than a temporary substitute automobile) or watercraft hired by or loaned to the Individual Named Insured, to the owner or lessee thereof other than the Individual Named Insured, or to any agent or employee of such owner or lessee. (This subparagraph does not apply to a relative with respect to a non-owned automobile);

(ii) to any person or organization, or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any occurrence arising out of the operation thereof;

(iii) with respect to any watercraft, to any person or organization, or any agent or employee thereof, operating a shipyard, boat repair yard, marina, yacht club, sales agency, boat service station or similar facility;

(c) with respect to animals owned by an Insured, any person or organization legally responsible therefor, except a person using or having custody or possession of any such animal without the permission of the owner.

The insurance afforded applies separately to each Insured against whom a claim is made or suit is brought but the inclusion in this endorsement of more than one Insured shall not operate to increase the limit of the Company's liability.

IV. EXCLUSIONS —

This endorsement shall not apply:

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

(b) to property damage to (1) property owned by the Insured, or (2) aircraft rented to, used by or in the care, custody or control of the Insured;

(c) to liability for property damage to property, other than aircraft, rented to, occupied or used by or in the care, custody or control of the Insured to the extent the Insured is under contract to provide insurance therefor;

(d) to any act committed by or at the direction of the Insured with intent to cause personal injury or property damage;

(e) to liability arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft;

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(f) to the ownership, maintenance or use, including loading or unloading, of any watercraft owned by an Insured, while away from premises owned by, rented to or controlled by an Insured unless (1) insurance therefor is provided by an underlying insurance described in Item No. 3 of the Declarations of this endorsement, (2) notice is given to the Company within thirty (30) days following date of acquisition of such watercraft and additional premium charged;

(g) to any business or business pursuits of an Insured or to property on which a business is conducted by an Insured;

(h) to the rendering of any professional service or the omission thereof by an Insured;

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

(j) to the ownership, maintenance or use of any recreational motor vehicle, as defined herein, except insofar as coverage is available to the Insured in the underlying insurance described in Item No. 3 of the Declarations of this endorsement;

(k) to the ownership, maintenance or use of any vehicle or watercraft while practicing for or participating in competitive racing.

V. DEFINITIONS —

(a) "Business" includes trade, profession or occupation.

(b) "Relative" means a relative of the Individual Named Insured who is resident of the same household.

(c) "Non-owned automobile" means an automobile not owned by or furnished for the regular use of either the Individual Named Insured or any relative, other than a temporary substitute automobile, i.e., one not owned by the Individual Named Insured, while temporarily used as a substitute for an automobile owned by the Individual Named Insured when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

(d) "Recreational Motor Vehicle" means (1) a golf cart, snowmobile, mini-bike, motor scooter, dune buggie, or alterrain vehicle or (2) if not subject to Motor Vehicle Registration, any other land motor vehicle designed for recreational use off public roads.

VI. Except with respect to the definition of "Insured" and "Advertising Liability", the coverages afforded by this endorsement are, in addition to the Definitions contained in this endorsement, subject to the Definitions as set forth in the Umbrella Policy Form S10001F attached to and forming a part of this Policy.

VII. The coverages afforded by this endorsement are subject to the Conditions as set forth in the Umbrella Policy Form S10001F attached to and forming a part of this Policy.

JTW

PERSONAL UMBRELLA LIABILITY EXTENSION ENDORSEMENT

In consideration of the premium to be paid, it is agreed that, except as respects such coverage as is afforded by this endorsement, this policy does not cover any "non-business" activities of any Individual Named Insured. It is further agreed that the word "business" includes trade, profession, or occupation.

DECLARATIONS

(1) Individual Named Insured HERMAN & JACQUALINE TROTSKY

(2) Address

(3) For the purpose of the insurance afforded by this endorsement, it is agreed by the Insured stated in Item (1) above that the Insured shall maintain in force valid and collectible underlying insurance written without special restrictive endorsements on standard forms in general use as set out below, or for the purpose of the insurance afforded under this endorsement it shall be deemed such insurance is in force with limits of at least:

CARRIER	TYPE OF POLICY	LIMITS OF LIABILITY
FEDERAL INSURANCE COMPANY	COMPREHENSIVE PERSONAL LIABILITY	$300,000.00 CSL
FEDERAL INSURANCE COMPANY	AUTOMOBILE LIABILITY	$500,000.00 CSL
AETNA CASUALTY & SURETY	WATERCRAFT LIABILITY	$300,000.00 CSL

INSURING AGREEMENTS

I. 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 legally obligated to pay for damages on account of Personal Injuries and Property Damage as defined in the Umbrella Policy Form S10001F attached to and forming a part of this Policy caused by or arising out of each occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY —

The Company shall only be liable for the ultimate net loss the excess of either

(a) The limits of the underlying insurances as set out in Item (3) of the Declarations in this endorsement in respect of each occurrence covered by said underlying insurances; or

(b) $1000.00 ultimate net loss in respect of each occurrence not covered by said underlying insurances,

(hereinafter called the "underlying limits");

and then only up to a further sum as stated in the Umbrella Policy Form S10001F attached to and forming a part of this Policy.

It is further understood and agreed that the limit of liability of the Company under this Policy shall not be increased by the attachment of this endorsement.

III. DEFINITION OF "INDIVIDUAL NAMED INSURED" and "INSURED" —

"Individual Named Insured" means the individual named in Item No. 1 of the Declarations of this endorsement and also includes the spouse thereof if a resident of the same household. The unqualified word "Insured" includes the Individual Named Insured and also:

(a) the Individual Named Insured's children under twenty-one (21) years of age and, if residents of his household, relatives of the Individual Named Insured including children over twenty-one (21) years of age of the Individual Named Insured or his spouse.

Said insurance is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on the back hereof, which are hereby made a part of said insurance, together with such other provisions, stipulations and conditions as may be endorsed on said Policy of Insurance or added thereto as therein provided.

Attached to and forming part of Policy No. MN 013058 OF THE MISSION NATIONAL INSURANCE COMPANY.

ISSUED TO: NORTHWEST COOPERAGE CO., INC., ET AL

DATED AT: SEATTLE, WASHINGTON By: SAYRE & TOSO, INC.

This 11TH day of MAY 19 82 By

S10003F ENDORSEMENT #3 (1) EFFECTIVE: APRIL 8, 1982 (8-78)

Unjamie 5/18/82

(b) (1) any person while using an automobile or watercraft owned by, loaned to or hired for use in behalf of the Individual Named Insured and any person or organization legally responsible for the use thereof, provided the actual use is by the Individual Named Insured or with the Individual Named Insured's permission, or (2) with respect to a non-owned automobile, any relative, provided the actual use thereof is with the permission of the owner or reasonably believed to be with the permission of the owner and is within the scope of such permission. The insurance with respect to any person or organization other than the Individual Named Insured does not apply under division (b) of this insuring agreement:

(i) with respect to any automobile (other than a temporary substitute automobile) or watercraft hired by or loaned to the Individual Named Insured, to the owner or lessee thereof other than the Individual Named Insured, or to any agent or employee of such owner or lessee. (This subparagraph does not apply to a relative with respect to a non-owned automobile);

(ii) to any person or organization, or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any occurrence arising out of the operation thereof;

(iii) with respect to any watercraft, to any person or organization, or any agent or employee thereof, operating a shipyard, boat repair yard, marina, yacht club, sales agency, boat service station or similar facility;

(c) with respect to animals owned by an Insured, any person or organization legally responsible therefor; except a person using or having custody or possession of any such animal without the permission of the owner.

The insurance afforded applies separately to each Insured against whom a claim is made or suit is brought but the inclusion in this endorsement of more than one Insured shall not operate to increase the limit of the Company's liability.

IV. EXCLUSIONS —

This endorsement shall not apply:

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

(b) to property damage to (1) property owned by the Insured, or (2) aircraft rented to, used by or in the care, custody or control of the Insured;

(c) to liability for property damage to property, other than aircraft, rented to, occupied or used by or in the care, custody or control of the Insured to the extent the Insured is under contract to provide insurance therefor;

(d) to any act committed by or at the direction of the Insured with intent to cause personal injury or property damage;

(e) to liability arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft;

(f) to the ownership, maintenance or use, including loading or unloading, of any watercraft owned by an Insured, while away from premises owned by, rented to or controlled by an Insured unless: (1) insurance therefor is provided by an underlying insurance described in Item No. 3 of the Declarations of this endorsement, (2) notice is given to the Company within thirty (30) days following date of acquisition of such watercraft and additional premium charged;

(g) to any business or business pursuits of an Insured or to property on which a business is conducted by an Insured;

(h) to the rendering of any professional service or the omission thereof by an Insured;

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

(j) to the ownership, maintenance or use of any recreational motor vehicle, as defined herein, except insofar as coverage is available to the Insured in the underlying insurance described in Item No. 3 of the Declarations of this endorsement;

(k) to the ownership, maintenance or use of any vehicle or watercraft while practicing for or participating in competitive racing.

V. DEFINITIONS —

(a) "Business" includes trade, profession or occupation.

(b) "Relative" means a relative of the Individual Named Insured who is resident of the same household.

(c) "Non-owned automobile" means an automobile not owned by or furnished for the regular use of either the Individual Named Insured or any relative, other than a temporary substitute automobile, i.e., one not owned by the Individual Named Insured, while temporarily used as a substitute for an automobile owned by the Individual Named Insured when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

(d) "Recreational Motor Vehicle" means (1) a golf cart, snowmobile, mini-bike, motor scooter, dune buggie, or alterrain vehicle or (2) if not subject to Motor Vehicle Registration, any other land motor vehicle designed for recreational use off public roads.

VI. Except with respect to the definition of "Insured" and "Advertising Liability", the coverages afforded by this endorsement are, in addition to the Definitions contained in this endorsement, subject to the Definitions as set forth in the Umbrella Policy Form S10001F attached to and forming a part of this Policy.

VII. The coverages afforded by this endorsement are subject to the Conditions as set forth in the Umbrella Policy Form S10001F attached to and forming a part of this Policy.

jmw

ENDORSEMENT # 4 EFFECTIVE: APRIL 8, 1982

PREMIUM IS AMENDED TO READ $1,475.00

RETURN PREMIUM: $25.00

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. MN 013058

OF THE MISSION NATIONAL INSURANCE COMPANY

ISSUED TO: NORTHWEST COOPERAGE CO., ET AL

DATED AT: SEATTLE, WASHINGTON

DATE: MAY 27, 1982

SAYRE & TOSO, INC.

BY: _____

spm

ENDORSEMENT # 5 EFFECTIVE: APRIL 8, 1982

IT IS AGREED THAT THE LIMIT FOR COMPREHENSIVE PERSONAL LIABILITY ON ENDORSEMENTS #2 AND #3 SHOULD READ:

$500,000.00 CSL

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. MN 013058

OF THE MISSION NATIONAL INSURANCE COMPANY

ISSUED TO: NORTHWEST COOPERAGE CO., INC., ET AL

DATED AT: SEATTLE, WASHINGTON

DATE: JUNE 10, 1982

SAYRE & TOSO, INC.

BY: _____

jld

UMBRELLA LIABILITY INSURANCE

DECLARATIONS

ITEM 1 (a) Named Insured: NORTHWEST COOPERAGE CO., INC., ET AL (REFER TO ENDORSEMENT #1)

(b) Address of Named Insured: 7152 FIRST AVENUE SOUTH SEATTLE, WASHINGTON 98108

ITEM 2. Limit of Liability — as Insuring Agreement III

(a) Limit in all in respect of each occurrence $ 2,000,000.00

(b) Limit in the aggregate for each annual period where applicable $ 2,000,000.00

(c) Deductible amount $ 10,000.00

ITEM 3. Policy Period: APRIL 8, 1982 TO APRIL 8, 1983

ITEM 4. Notice of Occurrence (Condition G) to: The Company and/or Sayre & Toso, Inc.

ITEM 5. Currency (Condition Q): United States Currency

ITEM 6. Payment of Premium (Condition Q) to: The Company and/or Sayre & Toso, Inc.

SCHEDULE OF UNDERLYING INSURANCES

CARRIER	TYPE OF POLICY	LIMITS OF LIABILITY	
FEDERAL INSURANCE COMPANY	Comprehensive General Liability:	Bodily Injury Liability	
		$ 500,000.00	each occurrence
		$ 500,000.00	aggregate
		Property Damage Liability	
		$ 100,000.00	each occurrence
		$ 100,000.00	aggregate
		Combined Single Limit (Bodily Injury Liability and Property Damage Liability)	
		$	each occurrence
		$	aggregate
FEDERAL INSURANCE COMPANY	Automobile Liability:	Bodily Injury Liability	
		$	each person
		$	each occurrence
		Property Damage Liability	
		$	each occurrence
		Combined Single Limit (Bodily Injury Liability and Property Damage Liability)	
		$ 500,000.00	each occurrence
FEDERAL INSURANCE COMPANY	Employers' Liability:	$ 500,000.00	one accident

Said insurance is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on pages 1, 2, 3, 4, 5, 6, & 7 of this form, which are hereby made a part of said insurance, together with such other provisions, stipulations and conditions as may be endorsed on said Policy or added thereto as therein provided.

Attached to and forming part of Policy No. MN 013058 OF THE MISSION NATIONAL INSURANCE COMPANY.

ISSUED TO: NORTHWEST COOPERAGE CO., INC., ET AL

DATED AT: SEATTLE, WASHINGTON

This 11TH day of MAY, 19 82

SAYRE & TOSO, INC.

By _____

UMBRELLA LIABILITY INSURANCE

Named Insured: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies, as now or hereafter constituted and of which prompt written notice has been given to the Company (hereinafter called the "Named Insured").

INSURING AGREEMENTS

I. 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 on account of: —

(i) Personal Injuries —
(ii) Property Damage —
(iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, subject to the geographical limitations as stated in Insuring Agreement II.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS —

As respects occurrences covered under this policy, but not covered under the underlying insurances as set out in the attached schedule or under any other collectible insurance, the Company shall:

(a) defend in his name and behalf any suit against the Insured alleging liability insured under the provisions of this policy and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company shall have the right to make such investigation, negotiation and settlement of any claim or suit as may be deemed expedient by the company;

(b) pay all premiums on bonds to release attachments for an amount not in excess of the limit of liability of this policy, all premiums on appeal bonds required in any such defended suit but without any obligations to apply for or furnish such bonds, all costs taxed against the Insured in any such suit, all expenses incurred by the Company and all interest accruing after the entry of judgment until the Company has paid, tendered or deposited in court that part of such judgment as does not exceed the limit of the Company's liability thereon;

(c) reimburse the Insured for all reasonable expenses, other than loss of earnings, incurred at the Company's request.

The Company agrees to pay the amounts incurred under this insuring agreement, except in settlement of claims and suits, in addition to the limits of liability stated in Items 2(a) and 2(b) of the Declarations, and such defense and supplementary payments shall not be included as part of the ultimate net loss, as defined in Definition 7.

The provisions of this insuring agreement apply only within the United States of America, its territories or possessions, or Canada; however, in any of these jurisdictions where the Company may be prevented by law or otherwise from carrying out this agreement, the Company shall pay any expense incurred with its consent.

III. LIMIT OF LIABILITY —

The Company shall only be liable for the ultimate net loss the excess of either

(a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances,

or (b) the amount as set out in Item 2(c) of the Declarations ultimate net loss in respect of each occurrence not covered by said underlying insurances,

(hereinafter called the "underlying limits"):

and then only up to a further sum as stated in Item 2(a) of the Declarations in all in respect of each occurrence — subject to a limit as stated in Item 2(b) of the Declarations in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy subject to all the terms, conditions and definitions hereof shall

(1) in the event of reduction pay the excess of the reduced underlying limit

(2) in the event of exhaustion continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Company's limits of liability beyond those set forth in the Declarations

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

1. INSURED —

The unqualified word "Insured" wherever used in this policy includes:

(a) the Named Insured, and, if the Named Insured is designated in Item 1 of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(b) if the Named Insured is designated in Item 1 of the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of such a business;

(c) any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Insured;

(d) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only to the extent of such obligation and in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or of facilities used by the Named Insured;

(e) any additional Insured (not being the Named Insured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Insured under any underlying insurances as set out in attached schedule;

(f) with respect to any automobile owned by the Named Insured or hired for use in behalf of the Named Insured, or to any aircraft owned by or hired for use in behalf of the Named Insured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Insured. The insurance extended by this sub-division (f), with respect to any person or organization other than the Named Insured shall not apply —

1. to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;

2. to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of any of the aforementioned;

3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (f) shall not apply if it restricts the insurance granted under sub-division (e) above.

4 with respect to any non-owned automobile to any officer, director, stockholder, partner or employee of the Named Insured if such automobile is owned in full or in part by him or a member of his household.

2. PERSONAL INJURIES —

The term "Personal Injuries" wherever used herein means bodily injury (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.

3. PROPERTY DAMAGE —

The term "Property Damage" wherever used herein shall mean (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

4. ADVERTISING LIABILITY —

The term "Advertising Liability" wherever used herein shall mean:

(1) Libel, slander or defamation;

(2) Any infringement of copyright or of title or of slogan;

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

(4) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities.

5. OCCURRENCE —

The term "Occurrence" wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

6. DAMAGES —

The term "Damages" includes damages for death and for care and loss of services resulting from personal injury.

7. ULTIMATE NET LOSS —

Except as provided in Insuring Agreement II, the term "Ultimate Net Loss" shall mean the total sum which the Insured, or his Underlying Insurers as scheduled, or both, become obligated to pay by reason of personal injuries, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Insured's or of any underlying insurer's permanent employees.

The Company shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

(2) infringement of registe[illegible]e marks, service mark or trade name by use there [illegible] registered trade mark, service mark or trade name of goods or ser[illegible] sold, offered for sale or advertised, but this shall not r[illegible] to titles or slogans;

(3) incorrect description of any article or commodity;

(4) mistake in advertised price;

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

(h) to any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, colour or national origin;

(i) 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;

(j) in respect to family protection (Uninsured Motorist) coverage.

Except insofar as coverage is provided to the Insured in the underlying insurances as set out in the attached Schedule, this policy shall not apply:

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

(l) to the liability of any Insured hereunder for assault and battery committed by or at the direction of such Insured except liability for Personal Injuries resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing Personal Injuries or Property Damage; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Excusion (a) above;

(m) with respect to any aircraft owned by the Insured except liability of the Named Insured for aircraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;

(n) with respect to any watercraft owned by the Insured, while away from premises owned, rented or controlled by the Insured, except liability of the Named Insured for watercraft not owned by them, it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;

(o) to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment.

THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS —

A. PREMIUM —

Unless otherwise provided for the premium for this Policy is a flat premium and is not subject to adjustment except as provided in Conditions B and P.

B. ADDITIONAL INSUREDS —

In the event of additional insureds being added to the coverage under the Underlying Insurances during currency hereof prompt written notice shall be given to the Company which shall be entitled to charge an appropriate additional premium hereon.

C. 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 Item 2 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE —

As regards personal injury (fatal or non-fatal) by occupational disease sustained by any employee of the Insured, this policy is subject to the same terms and conditions (except as regards the premium, the amounts and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an occurrence for which claim is made hereunder.

E. INSPECTION AND AUDIT —

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

The Company may 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.

P. CANCELLATION —

This policy may be cancelled by the Named Insured by surrender thereof to the Company or its authorized representatives or by mailing to the Company or its authorized representatives written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company or its authorized representatives by sending by registered mail notice to the Named Insured stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or its authorized 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 respective representatives shall be equivalent to mailing.

It is agreed that irrespective of any other items or conditions contained in this policy or endorsements attached thereto, this policy may be cancelled by the Company or its authorized representatives for non-payment of any unpaid portion of the premium by delivering to the Named Insured or by sending to the Named Insured by registered mail, at the Named Insured's address as shown herein, not less than ten days' written notice stating when the cancellation shall be effective.

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 with such notice.

Q. CURRENCY —

The premium and losses under this policy are payable in the currency stated in Item 5 of the Declarations. Payment of Premium shall be made as stated in Item 6 of the Declarations.

R. CONFLICTING STATUTES —

In the event that any provision of this policy is unenforceable by the Insured under the laws of any State or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

S. MAINTENANCE OF AND RESTRICTIONS IN UNDERLYING INSURANCES —

It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Named Insured to comply with the foregoing shall not invalidate this policy but in the event of such failures, the Company shall only be liable to the same extent as it would have been had the Named Insured complied with the same condition.

ENDORSEMENT # 1 EFFECTIVE: APRIL 8, 1982

NAMED INSURED

IT IS AGREED THAT THE NAMED INSURED IS AMENDED TO READ:

NORTHWEST COOPERAGE CO., INC.;
AMERICAN BAG & SALVAGE CO., INC.;
JACK & LOUISE TROTSKY, HERMAN & JACQUALINE TROTSKY, AND
LORRAINE TROTSKY, INDIVIDUALLY.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. MN 013058

OF THE MISSION NATIONAL INSURANCE COMPANY

ISSUED TO: NORTHWEST COOPERAGE CO., INC., ET AL

DATED AT: SEATTLE, WASHINGTON

DATE: MAY 11, 1982

SAYRE & TOSO, INC.

BY: _____

jmw

PERSONAL UMBRELLA LIABILITY EXTENSION ENDORSEMENT

In consideration of the premium to be paid, it is agreed that, except as respects such coverage as is afforded by this endorsement, this policy does not cover any "non-business" activities of any Individual Named Insured. It is further agreed that the word "business" includes trade, profession, or occupation.

DECLARATIONS

(1) Individual Named Insured JACK & LOUISE TROTSKY

(2) Address

(3) For the purpose of the insurance afforded by this endorsement, it is agreed by the Insured stated in Item (1) above that the Insured shall maintain in force valid and collectible underlying insurance written without special restrictive endorsements on standard forms in general use as set out below, or for the purpose of the insurance afforded under this endorsement it shall be deemed such insurance is in force with limits of at least:

CARRIER	TYPE OF POLICY	LIMITS OF LIABILITY
FEDERAL INSURANCE COMPANY	COMPREHENSIVE PERSONAL LIAB~~ILITY~~	~~$300,000.00 CSL~~ Ser #5 $500,000.00 CSL
FEDERAL INSURANCE COMPANY	AUTOMOBILE LIABILITY	$500,000.00 CSL

INSURING AGREEMENTS

I. 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 legally obligated to pay for damages on account of Personal Injuries and Property Damage as defined in the Umbrella Policy Form S10001F attached to and forming a part of this Policy caused by or arising out of each occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY —

The Company shall only be liable for the ultimate net loss the excess of either

(a) The limits of the underlying insurances as set out in Item (3) of the Declarations in this endorsement in respect of each occurrence covered by said underlying insurances; or

(b) $1000.00 ultimate net loss in respect of each occurrence not covered by said underlying insurances,

(hereinafter called the "underlying limits");

and then only up to a further sum as stated in the Umbrella Policy Form S10001F attached to and forming a part of this Policy.

It is further understood and agreed that the limit of liability of the Company under this Policy shall not be increased by the attachment of this endorsement.

III. DEFINITION OF "INDIVIDUAL NAMED INSURED" and "INSURED" —

"Individual Named Insured" means the individual named in Item No. 1 of the Declarations of this endorsement and also includes the spouse thereof if a resident of the same household. The unqualified word "Insured" includes the Individual Named Insured and also:

(a) the Individual Named Insured's children under twenty-one (21) years of age and, if residents of his household, relatives of the Individual Named Insured including children over twenty-one (21) years of age of the Individual Named Insured or his spouse.

Said insurance is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on the back hereof, which are hereby made a part of said insurance, together with such other provisions, stipulations and conditions as may be endorsed on said Policy of Insurance or added thereto as therein provided.

Attached to and forming part of Policy No. MN 013058 OF THE MISSION NATIONAL INSURANCE COMPANY.

ISSUED TO NORTHWEST COOPERAGE CO., INC., ET AL

DATED AT: SEATTLE, WASHINGTON By: SAYRE & TOSO, INC.

This 11TH day of MAY 19 82 By

(b) (1) any person while using an automobile or watercraft owned by, loaned to or hired for use in behalf of the Individual Named Insured and any person or organization legally responsible for the use thereof, provided the actual use is by the Individual Named Insured or with the Individual Named Insured's permission, or (2) with respect to a non-owned automobile, any relative, provided the actual use thereof is with the permission of the owner or reasonably believed to be with the permission of the owner and is within the scope of such permission. The insurance with respect to any person or organization other than the Individual Named Insured does not apply under division (b) of this insuring agreement:

(i) with respect to any automobile (other than a temporary substitute automobile) or watercraft hired by or loaned to the Individual Named Insured, to the owner or lessee thereof other than the Individual Named Insured, or to any agent or employee of such owner or lessee. (This subparagraph does not apply to a relative with respect to a non-owned automobile);

(ii) to any person or organization, or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any occurrence arising out of the operation thereof;

(iii) with respect to any watercraft, to any person or organization, or any agent or employee thereof, operating a shipyard, boat repair yard, marina, yacht club, sales agency, boat service station or similar facility;

(c) with respect to animals owned by an Insured, any person or organization legally responsible therefor, except a person using or having custody or possession of any such animal without the permission of the owner.

The insurance afforded applies separately to each Insured against whom a claim is made or suit is brought but the inclusion in this endorsement of more than one Insured shall not operate to increase the limit of the Company's liability.

IV. EXCLUSIONS —

This endorsement shall not apply:

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

(b) to property damage to (1) property owned by the Insured, or (2) aircraft rented to, used by or in the care, custody or control of the Insured;

(c) to liability for property damage to property, other than aircraft, rented to, occupied or used by or in the care, custody or control of the Insured to the extent the Insured is under contract to provide insurance therefor;

(d) to any act committed by or at the direction of the Insured with intent to cause personal injury or property damage;

(e) to liability arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft;

(f) to the ownership, maintenance or use, including loading or unloading, of any watercraft owned by an Insured, while away from premises owned by, rented to or controlled by an Insured unless: (1) insurance therefor is provided by an underlying insurance described in Item No. 3 of the Declarations of this endorsement, (2) notice is given to the Company within thirty (30) days following date of acquisition of such watercraft and additional premium charged;

(g) to any business or business pursuits of an Insured or to property on which a business is conducted by an Insured;

(h) to the rendering of any professional service or the omission thereof by an Insured;

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

(j) to the ownership, maintenance or use of any recreational motor vehicle, as defined herein, except insofar as coverage is available to the Insured in the underlying insurance described in Item No. 3 of the Declarations of this endorsement;

(k) to the ownership, maintenance or use of any vehicle or watercraft while practicing for or participating in competitive racing.

V. DEFINITIONS —

(a) "Business" includes trade, profession or occupation.

(b) "Relative" means a relative of the Individual Named Insured who is resident of the same household.

(c) "Non-owned automobile" means an automobile not owned by or furnished for the regular use of either the Individual Named Insured or any relative, other than a temporary substitute automobile, i.e., one not owned by the Individual Named Insured, while temporarily used as a substitute for an automobile owned by the Individual Named Insured when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

(d) "Recreational Motor Vehicle" means (1) a golf cart, snowmobile, mini-bike, motor scooter, dune buggie, or alterrain vehicle or (2) if not subject to Motor Vehicle Registration, any other land motor vehicle designed for recreational use off public roads.

VI. Except with respect to the definition of "Insured" and "Advertising Liability", the coverages afforded by this endorsement are, in addition to the Definitions contained in this endorsement, subject to the Definitions as set forth in the Umbrella Policy Form S10001F attached to and forming a part of this Policy.

VII. The coverages afforded by this endorsement are subject to the Conditions as set forth in the Umbrella Policy Form S10001F attached to and forming a part of this Policy.

JMW

PERSONAL UMBRELLA LIABILITY EXTENSION ENDORSEMENT

In consideration of the premium to be paid, it is agreed that, except as respects such coverage as is afforded by this endorsement, this policy does not cover any "non-business" activities of any Individual Named Insured. It is further agreed that the word "business" includes trade, profession, or occupation.

DECLARATIONS

(1) Individual Named Insured HERMAN & JACQUALINE TROTSKY

(2) Address

(3) For the purpose of the insurance afforded by this endorsement, it is agreed by the Insured stated in Item (1) above that the Insured shall maintain in force valid and collectible underlying insurance written without special restrictive endorsements on standard forms in general use as set out below, or for the purpose of the insurance afforded under this endorsement it shall be deemed such insurance is in force with limits of at least:

CARRIER	TYPE OF POLICY	LIMITS OF LIABILITY
FEDERAL INSURANCE COMPANY	COMPREHENSIVE PERSONAL LIABILITY	~~$300,000.00 CSL~~ $500,000.00 See #5
FEDERAL INSURANCE COMPANY	AUTOMOBILE LIABILITY	$500,000.00 CSL
AETNA CASUALTY & SURETY	WATERCRAFT LIABILITY	$300,000.00 CSL

INSURING AGREEMENTS

I. 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 legally obligated to pay for damages on account of Personal Injuries and Property Damage as defined in the Umbrella Policy Form S10001F attached to and forming a part of this Policy caused by or arising out of each occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY —

The Company shall only be liable for the ultimate net loss the excess of either

(a) The limits of the underlying insurances as set out in Item (3) of the Declarations in this endorsement in respect of each occurrence covered by said underlying insurances; or

(b) $1000.00 ultimate net loss in respect of each occurrence not covered by said underlying insurances,

(hereinafter called the "underlying limits");

and then only up to a further sum as stated in the Umbrella Policy Form S10001F attached to and forming a part of this Policy.

It is further understood and agreed that the limit of liability of the Company under this Policy shall not be increased by the attachment of this endorsement.

III. DEFINITION OF "INDIVIDUAL NAMED INSURED" and "INSURED" —

"Individual Named Insured" means the individual named in Item No. 1 of the Declarations of this endorsement and also includes the spouse thereof if a resident of the same household. The unqualified word "Insured" includes the Individual Named Insured and also:

(a) the Individual Named Insured's children under twenty-one (21) years of age and, if residents of his household, relatives of the Individual Named Insured including children over twenty-one (21) years of age of the Individual Named Insured or his spouse.

Said insurance is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on the back hereof, which are hereby made a part of said insurance, together with such other provisions, stipulations and conditions as may be endorsed on said Policy of Insurance or added thereto as therein provided.

Attached to and forming part of Policy No. MN 013058 OF THE MISSION NATIONAL INSURANCE COMPANY.

ISSUED TO: NORTHWEST COOPERAGE CO., INC., ET AL

DATED AT: SEATTLE, WASHINGTON By: SAYRE & TOSO, INC.

This 11TH day of MAY 19 82 By

(b) (1) any person while using an automobile or watercraft owned by, loaned to or hired for use in behalf of the Individual Named Insured and any person or organization legally responsible for the use thereof, provided the actual use is by the Individual Named Insured or with the Individual Named Insured's permission, or (2) with respect to a non-owned automobile, any relative, provided the actual use thereof is with the permission of the owner or reasonably believed to be with the permission of the owner and is within the scope of such permission. The insurance with respect to any person or organization other than the Individual Named Insured does not apply under division (b) of this insuring agreement:

(i) with respect to any automobile (other than a temporary substitute automobile) or watercraft hired by or loaned to the Individual Named Insured, to the owner or lessee thereof other than the Individual Named Insured, or to any agent or employee of such owner or lessee. (This subparagraph does not apply to a relative with respect to a non-owned automobile);

(ii) to any person or organization, or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any occurrence arising out of the operation thereof;

(iii) with respect to any watercraft, to any person or organization, or any agent or employee thereof, operating a shipyard, boat repair yard, marina, yacht club, sales agency, boat service station or similar facility;

(c) with respect to animals owned by an Insured, any person or organization legally responsible therefor, except a person using or having custody or possession of any such animal without the permission of the owner.

The insurance afforded applies separately to each Insured against whom a claim is made or suit is brought but the inclusion in this endorsement of more than one Insured shall not operate to increase the limit of the Company's liability.

IV. EXCLUSIONS —

This endorsement shall not apply:

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

(b) to property damage to (1) property owned by the Insured, or (2) aircraft rented to, used by or in the care, custody or control of the Insured;

(c) to liability for property damage to property, other than aircraft, rented to, occupied or used by or in the care, custody or control of the Insured to the extent the Insured is under contract to provide insurance therefor;

(d) to any act committed by or at the direction of the Insured with intent to cause personal injury or property damage;

(e) to liability arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft;

(f) to the ownership, maintenance or use, including loading or unloading, of any watercraft owned by an Insured, while away from premises owned by, rented to or controlled by an Insured unless: (1) insurance therefor is provided by an underlying insurance described in Item No. 3 of the Declarations of this endorsement, (2) notice is given to the Company within thirty (30) days following date of acquisition of such watercraft and additional premium charged;

(g) to any business or business pursuits of an Insured or to property on which a business is conducted by an Insured;

(h) to the rendering of any professional service or the omission thereof by an Insured;

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

(j) to the ownership, maintenance or use of any recreational motor vehicle, as defined herein, except insofar as coverage is available to the Insured in the underlying insurance described in Item No. 3 of the Declarations of this endorsement;

(k) to the ownership, maintenance or use of any vehicle or watercraft while practicing for or participating in competitive racing.

V. DEFINITIONS —

(a) "Business" includes trade, profession or occupation.

(b) "Relative" means a relative of the Individual Named Insured who is resident of the same household.

(c) "Non-owned automobile" means an automobile not owned by or furnished for the regular use of either the Individual Named Insured or any relative, other than a temporary substitute automobile, i.e., one not owned by the Individual Named Insured, while temporarily used as a substitute for an automobile owned by the Individual Named Insured when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

(d) "Recreational Motor Vehicle" means (1) a golf cart, snowmobile, mini-bike, motor scooter, dune buggie, or alterrain vehicle or (2) if not subject to Motor Vehicle Registration, any other land motor vehicle designed for recreational use off public roads.

VI. Except with respect to the definition of "Insured" and "Advertising Liability", the coverages afforded by this endorsement are, in addition to the Definitions contained in this endorsement, subject to the Definitions as set forth in the Umbrella Policy Form S10001F attached to and forming a part of this Policy.

VII. The coverages afforded by this endorsement are subject to the Conditions as set forth in the Umbrella Policy Form S10001F attached to and forming a part of this Policy.

jmw

ENDORSEMENT # 4 EFFECTIVE: APRIL 8, 1982

PREMIUM IS AMENDED TO READ $1,475.00

RETURN PREMIUM: $25.00

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. MN 013058

OF THE MISSIUN NATIONAL INSURANCE COMPANY

ISSUED TO: NORTHWEST COOPERAGE CO., ET AL

DATED AT: SEATTLE, WASHINGTON

DATE: MAY 27, 1982

SAYRE & TOSO, INC.

BY: _____

spm

ENDORSEMENT # 5 EFFECTIVE: APRIL 8, 1982

IT IS AGREED THAT THE LIMIT FOR COMPREHENSIVE PERSONAL LIABILITY ON ENDORSEMENTS #2 AND #3 SHOULD READ:

$500,000.00 CSL

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. MN 013058

OF THE MISSION NATIONAL INSURANCE COMPANY

ISSUED TO: NORTHWEST COOPERAGE CO., INC., ET AL

DATED AT: SEATTLE, WASHINGTON

DATE: JUNE 10, 1982

SAYRE & TOSO, INC.

BY: _____

11d

FEDERAL (CHUBB)
4/8/83 – 4/8/84

ORIGINAL

HERMAN TROTSKY 26498-0001
S. HALE
"OLD NW COOPERAGE BH&G FILE"

NORTHWEST COOPERAGE CO, INC.
adv. City of Seattle 7350.0005
Federal Insurance (#GLP (84) 73021168)

HERMAN TROTSKY 26498-0001
S. HALE
"OLD NW COOPERAGE BH&G FILE"

CHUBB

Marsh & McLennan

GENERAL LIABILITY — AUTOMOBILE POLICY

This policy provides general liability or automobile insurance or both, as shown on the pages within. Please read your policy.

CHUBB

CHUBB GROUP of Insurance Companies
100 William Street, New York, N.Y. 10038
3200 Wilshire Boulevard, Los Angeles, Calif. 90010

DECLARATIONS
GENERAL LIABILITY-AUTOMOBILE POLICY

Prior Number GLP (83) 7302 11 68 Producer Number 7-05034 Policy Number GLP (84) 7302 11 68

Item 1.
Named Insured & Address
NORTHWEST COOPERAGE CO., ET AL
(SEE ENDT #1)
7152 FIRST AVENUE SO.
SEATTLE, WASHINGTON 98108

Name, Mailing Address of Producer
MARSH & MC LENNAN, INC.
720 OLIVE WAY
SEATTLE, WASHINGTON 98101

Issued by the stock insurance company indicated (by "x" below) herein called the company

x FEDERAL INSURANCE COMPANY
Incorporated under the laws of New Jersey

___ PACIFIC INDEMNITY COMPANY
Incorporated under the laws of California

___ SUN INSURANCE OFFICE LIMITED
Incorporated under the laws of England

Named Insured ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other ____

Item 2. 12:01 A.M. standard time at the address
Audit Period–Annual unless otherwise stated below.
Policy Period: of the Named Insured as stated From: 4/8/83 To 4/8/84

Item 3. **Insurance is afforded only with respect to the Coverage Part(s) specified by a premium charge.**

Coverage Part	Advance Premium	Coverage Part	Advance Premium
	$		$
Comprehensive General Liability Insurance	$ 5200.	Basic Automobile Liability Insurance	$
Personal Injury Liability Insurance	$	Comprehensive Automobile Liability Insurance	$
Contractual Liability Insurance (Blanket)	$	Automobile Medical Payments Insurance	$
Contractual Liability Insurance (Designated Contracts Only)	$	Protection Against Uninsured Motorists Insurance	$
Premises Medical Payments Insurance	$	Automobile Physical Damage Insurance (Fleet Automatic)	$
Owners', Landlords' and Tenants' Liability Insurance	$	Automobile Physical Damage Insurance (Non-Fleet)	$
Manufacturers' and Contractors' Liability Insurance	$	Automobile Physical Damage Insurance (Dealers)	$
Owners' and Contractors' Protective Liability Insurance (Coverage for Operations of Designated Contractor)	$	Garage Insurance	$
Comprehensive Personal Insurance	$		$
Farmer's Comprehensive Personal Insurance	$		$
Farmer's Medical Payments Insurance	$		$
5/16/83 SA/wb	$		$
		TOTAL ADVANCE PREMIUM	$ 5200.

Authorized Representative

This Declaration Page with Policy Provisions, Coverage Part(s) and Endorsement(s) complete above numbered policy.

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, or the authorized officers of its U.S. Manager, Chubb & Son Inc., but this policy shall not be valid unless also signed by a duly authorized representative of the company.

PACIFIC INDEMNITY COMPANY	FEDERAL INSURANCE COMPANY	CHUBB & SON INC., U.S. MANAGER OF SUN INSURANCE OFFICE LIMITED
President	President	President
Secretary	Secretary	Secretary

Form 07-02-02/5 Part (Rev. 8-78) (Formerly 21000)

PRODUCER'S COPY

R-04005 (20M)

COMPREHENSIVE GENEF LIABILITY EXPOSURES

INSURED

Policy No. GLP (84) 7302 11 68

DESCRIPTION OF HAZARDS	CLASS CODE	EX-POSURE	BASE RATE		BASE PREMIUM		MOD. FACTOR*	TOTAL MULTIPLIER		ANNUAL PREMIUM	
			BI	PD	BI	PD		BI	PD	BI	PD
(a) Premises — Operations COMPOSITE RATED		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d)									
(b) Escalators (Include Location)	CLASS CODE	No. Insd. / No. Landings	Per Landing								
(c) Independent Contractors — Let or Sublet Work	CLASS CODE	Cost	Per $100 of Cost								
Completed Operations — Products	CLASS CODE	Receipts Sales	Per $1,000 of Receipts Sales								
(e) Endorsements											

*INCLUDE IN TOTAL MULTIPLIER

Form 07-10-40/5 Part (Rev. 2-79)

R 05106 (10M

PRODUCER'S COPY

CHUBB.

COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

SCHEDULE

Insurance applies only to those coverages for which a Limit of Liability is shown.

Policy No. GLP (84) 7302 11 68

Coverages	Limits of Liability		Advance Premium
A. Bodily Injury Liability	$ 500,000.	each occurrence	$ INCL
	$ 500,000.	aggregate	
B. Property Damage Liability	$ 100,000.	each occurrence	$ INCL
	$ 100,000.	aggregate	
Enter "x", "c", "u" classification and code number if Exclusion (q) applies.			$ INCL Total Advance Premium

I. COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

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

Coverage A. **bodily injury** or

Coverage B. **property damage**

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

Exclusions

This insurance does not apply:

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

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

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

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

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

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

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

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

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

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

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **named insured**;

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

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

(1) liability assumed by the **insured** under an **incidental contract**, or

(2) expenses for first aid under the Supplementary Payments provision;

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

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

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

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

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

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

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

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

(k) to **property damage** to

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

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

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

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the **named insured**;

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

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

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

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

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

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

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

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

(q) to **property damage** included within:

(1) the **explosion hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "x",

(2) the **collapse hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "c",

(3) the **underground property damage hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

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

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

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

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

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

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,

(i) an employee of the **named insured** while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **insured** under this paragraph (e) with respect to:

(1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or

(2) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii).

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

III. LIMITS OF LIABILITY

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

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

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

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

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

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

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

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

IV. POLICY TERRITORY

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

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

When used as a premium basis:

"admissions" means the total number of persons, other than employees of the **named insured**, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the **named insured** with respect to operations performed for the **named insured** during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the **named insured** for such operations by the **named insured** or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the **named insured** collects as a separate item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the **named insured**, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;

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

POLICY PROVISIONS

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

SUPPLEMENTARY PAYMENTS

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

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

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

(a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

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

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

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

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

"**mobile equipment**" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such

·hicle: power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the ·x-in-transit type), graders, scrapers, rollers and other road construction or repair equipent, air-compressors, pumps and generators, including spraying, welding and building eaning equipment, and geophysical exploration and well servicing equipment;

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

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

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

"policy territory" means:

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

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

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

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

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

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

CONDITIONS

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

Premium designated in this policy as "advance premium" is a deposit premium only hich shall be credited to the amount of the earned premium due at the end of the policy ·d. At the close of each period for part thereof terminating with the end of the policy i) designated in the declarations as the audit period the earned premium shall be ..puted for such period and, upon notice thereof to the named insured, shall become e and payable. If the total earned premium for the policy period is less than the premium eviously paid, the company shall return to the named insured the unearned portion paid the named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative

as the named insured but only while acting within the sc his duties as such, and (2) with respect to the property of the named insured, to t son having proper temporary custody thereof, as insured, but only until the appoint and qualification of the legal representative

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

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

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

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

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

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT — BROAD FORM

It is agreed that:

I. The policy 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 or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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

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

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

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

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

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

II. As used in this endorsement:

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

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

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

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

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

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

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

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

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

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

COMPREHENSIVE GENEI LIABILITY EXPOSURES

INSURED

Policy No. GLP (84) 7302 11 68

DESCRIPTION OF HAZARDS	CLASS CODE	EX-POSURE	BASE RATE		BASE PREMIUM		MOD. FACTOR*	TOTAL MULTIPLIER		ANNUAL PREMIUM	
			BI	PD	BI	PD		BI	PD	BI	PD
(a) Premises — Operations COMPOSITE RATED		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d)									
(b) Escalators (Include Location)	CLASS CODE	No. Insd. / No Landings	Per Landing								
(c) Independent Contractors — Let or Sublet Work	CLASS CODE	Cost	Per $100 of Cost								
(d) Completed Operations — Products	CLASS CODE	Receipts Sales	Per $1 000 of Receipts Sales								
(e) Endorsements											

*INCLUDE IN TOTAL MULTIPLIER

Form 07-10-40/5 Part (Rev. 2-79)

R-05166 (10M)

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

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following coverage part(s):

COMPREHENSIVE GENERAL LIABILITY INSURANCE

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No GLP (84) 7302 11 68

issued to

by

Authorized Representative

NAMED INSURED

NORTHWEST COOPERAGE CO., INC.; AMERICAN BAG & SALVAGE CO., INC.; JACK & LOUISE TROTSKY, INDIVIDUALLY; HERMAN & JACQUALINE P. TROTSKY, INDIVIDUALLY; & LORRAINE TROTSKY, INDIVIDUALLY.

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

LIABILITY 34 04 (Ed. 05 81) # 2 L 6111 (Ed. 5-81)

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE

This endorsement, effective (12:01 A. M., standard time) forms a part of policy No. GLP (84) 1302 11 68

issued to

by

Authorized Representative

SCHEDULE

Personal Injury and Advertising Injury Liability

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein.

Limit of Liability $__________ Aggregate

Limit of Liability—Premises Medical Payments Coverage:

$1,000 each person, unless otherwise indicated herein $__________ each person.

Limit of Liability—Fire Legal Liability Coverage:

$50,000 per occurrance unless otherwise indicated herein: $__________ per occurrence.

Advance Premium	Premium Basis
$	20 % OF THE TOTAL COMPREHENSIVE GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.
$ INCL	MINIMUM PREMIUM

I. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of **incidental contract** is extended to include any oral or written contract or agreement relating to the conduct of the **named insured's** business.

(B) The insurance afforded with respect to liability assumed under an **incidental contract** is subject to the following additional exclusions:

(1) to **bodily injury** or **property damage** for which the **insured** has assumed liability under any **incidental contract**, if such injury or damage occurred prior to the execution of the **incidental contract**;

(2) if the **insured** is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of the rendering of or the failure to render professional services by such **insured**, including

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

(b) supervisory, inspection or engineering services;

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

(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

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

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

(5) to **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; but this exclusion does not apply to sidetrack agreements.

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

(D) The following additional condition applies:

Arbitration

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

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of **personal injury** or **advertising injury** to which this insurance applies, sustained by any person or organization and arising out of the conduct of the **named insured's** business, within the **policy territory**, and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

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

(2) to **personal injury** or **advertising injury** arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **insured**;

(3) to **personal injury** or **advertising injury** arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the **named insured** was made prior to the effective date of this insurance;

(4) to **personal injury** or **advertising injury** arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the **insured** with knowledge of the falsity thereof;

(5) to **personal injury** or **advertising injury** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in the declarations of the policy as a **named insured**;

(6) to **advertising injury** arising out of

(a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

(b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or

(c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) with respect to **advertising injury**

(a) to any **insured** in the business of advertising, broadcasting, publishing or telecasting, or

(b) to any injury arising out of any act committed by the **insured** with actual malice.

(C) **Limits of Liability**

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

(D) **Additional Definitions**

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the **named insured's** advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

1. false arrest, detention, imprisonment, or malicious prosecution;
2. wrongful entry or eviction or other invasion of the right of private occupancy;
3. a publication or utterance
   (a) of a libel or slander or other defamatory or disparaging material, or
   (b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the **named insured** shall not be deemed **personal injury**.

III. PREMISES MEDICAL PAYMENTS COVERAGE

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

This insurance does not apply:

(A) to **bodily injury**

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

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

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

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

(2) arising out of

(a) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(b) the operation or use of any snowmobile or trailer designed for use therewith:

(i) owned or operated by or rented or loaned to any **insured**, or
(ii) operated by any person in the course of his employment by any **insured**;

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

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

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

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

(over)

(4) arising out of and in the course of the transportati[illegible] equipment by an automobile owned or operated by [illegible] or leased to the named insured;

(B) to bodily injury

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

(2) arising out of operations performed for the named insured by independent contractors other than

(a) maintenance and repair of the insured premises; or

(b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage

(a) in violation of any statute, ordinance or regulation,

(b) to a minor,

(c) to a person under the influence of alcohol, or

(d) which causes or contributes to the intoxication of any person,

if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;

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

(C) to bodily injury

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

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

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

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

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

(6) if the named insured is a club, to any member of the named insured;

(7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;

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

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is $1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

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

ADDITIONAL DEFINITIONS

When used herein:

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

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

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

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

IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (b) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

V. FIRE LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

(B) The limit of property damage liability as respects this Fire Legal Liability Coverage—Real Property is $50,000 each occurrence unless otherwise stated in the Schedule of this endorsement.

(C) The Fire Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

(A.) Exclusions (k) and (o) are replaced by the following:

(1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;

(2) except with respect to liability under a written sidetrack agreement, or the use of elevators

(a) to property while on premises owned by or rented to the insured, for the purpose of having operations performed on such property by or on behalf of the insured;

(b) to tools or equipment while being used by the insured in performing this operations;

(c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured;

(d) to that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

(B.) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

(A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

(B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

(1) expenses incurred by the insured for first aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;

(2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;

(3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

4. Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4. above shall not apply:

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

(b) to Premises Medical Payments Coverage.

X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

(A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;

(B) Employee—Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

(1) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;

(2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;

(3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

XI. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

AUTHENTIC

GAP ENDORSEMENT

3

This endorsement, effective , forms a part of policy No. GLP(84)7302
(12:01 A.M. standard time) 11 68

issued to

by

"It is agreed that this insurance covers the legal liability of the insured for such bodily injury of an employee of the insured who sustains an injury which arises out of and in the course of his employment, provided such employee is reported and declared under the Workmen's Compensation Fund of the State of Washington."

The insurance granted by this endorsement shall not apply to:

(a) bodily injury, disease or death suffered or caused by any employee whose remuneration has not been included in the total remuneration upon which premium for this endorsement is based;

(b) aircraft operation or the performance of any duty in connection with aircraft while in flight;

(c) any premium, assessment, penalty, fine, or other obligation imposed by any workmen's compensation law;

(d) any claim for bodily injury, disease, or death with respect to which the insured is deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment under, or any other failure to comply with the provisions of the workmen's compensation law or laws of the state above mentioned

The premium for this endorsement shall be computed upon the remuneration earned by such employees as are reported under the workmen's compensation law or laws of the State of Washington.

Estimated Annual Remuneration	Rate per $100 of Remuneration	Estimated Annual Premium
INCL	INCL	INCL

Authorized Representative

SE 3112/500 BLK

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

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following coverage part(s):

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

issued to

by

Authorized Representative

LIBERALIZATION

If the company files any forms, endorsements, rules or regulations (for use with this insurance program) with the insurance supervisory authorities while this insurance is in force (or filed and accepted within ninety (90) days prior to its effective date) which could broaden or extend it without an additional premium charge, such broadened or extended insurance shall automatically inure to the benefit of the insured.

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

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following coverage part(s):

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No. GLP (84) 7302 11 68

issued to

by

Authorized Representative

BROAD KNOWLEDGE OF AN OCCURRENCE

It is agreed that knowledge of an accident by any agent, servant or employee of the insured shall not in itself constitute knowledge by the insured, unless an officer or his designee of the insured's corporation shall have received such notice from its agent, servant or employee.

BROAD NOTICE OF OCCURRENCE

It is agreed that failure of any agent, servant or employee of the insured other than an officer of the insured to notify the company of any accident of which he has knowledge shall not invalidate the insurance afforded by this policy as respects the named insured.

It is further agreed that where the insured reports the occurrence of any accident to the Workers' Compensation carrier insuring their Workers' Compensation insurance which later develops into a liability claim, coverage for which is provided by the policy to which this endorsement is attached, failure to report such accident to the company at the time of occurrence shall not be deemed in violation of the Policy Conditions entitled "Insured's Duties in the Event of Occurrence, Claim or Suit" upon the distinct understanding and agreement, however, that the insured must, just as soon as they are definitely made aware of the fact that the particular occurrence is a claim under this policy, shall give immediate notification of the aforesaid occurrence to this company.

EXTENDED BODILY INJURY COVERAGE

The definition of bodily injury is amended to read:

1. Bodily injury means bodily injury, sickness, disease, disability, death or if arising out of the foregoing, mental anguish and mental injury.
2. The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

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

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following coverage part(s):

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No. GLP (84) 7302 11 68

issued to

by

Authorized Representative

AMENDMENT OF CANCELLATION CONDITION

This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company, as respects all insureds, by mailing to the first named insured at the address shown in the declarations, written notice stating when, not less than SIXTY (60) days thereafter, such cancellation shall be effective; provided that if named insured fails to discharge due any of his obligations in connection with the payment of premium for this policy or any installment thereof, this policy may be cancelled by the company, as respects all insureds, by mailing to the first named insured at the address shown in the declarations, written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.) # 5

LIABILITY

GL 03 00 (Ed. 07 66)
G 604

L 9294
(Ed. 1-73)

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No. GLP (84) 7302 11 68

issued to

by

Authorized Representative

SCHEDULE

Amount and Basis of Deductible	Coverage
$ per claim $ per occurrence	Bodily Injury Liability
$ 250. per claim $ ~~per occurrence~~	Property Damage Liability

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss however caused):—

It is agreed that:

1. The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amounts stated in the schedule above as applicable to such coverages.
2. The deductible amounts stated in the schedule apply as follows:
   (a) PER CLAIM BASIS—If the deductible is on a "per claim" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of bodily injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
   (b) PER OCCURRENCE BASIS—If the deductible is on a "per occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of all bodily injury or property damage as the result of any one occurrence.
3. The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.
4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

AUTHENTIC

(The Attaching Clause need be comple[illegible]nly when this endorsement is issued subsequent to preparati[illegible]he policy.) # 6

LIABILITY

G202

ISO G202

BOATS

L 6913
(Ed. 1-74)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No. GLP(84)7302 11 68

issued to

by

Authorized Representative

SCHEDULE

Advance Premium		Rates Each Watercraft		Premium Basis Number of Watercraft	Code No.	Classification of Watercraft
B.I.L.	P.D.L.	B.I.L.	P.D.L.			
$ INCL	$ INCL	$ INCL	$ INCL	1	44507	19 FOOT BAYLINER OUTBOARD

Minimum Premium	
Bodily Injury Liability	Property Damage Liability
$ INCL	$ INCL

It is agreed that:

1. The exclusion relating to watercraft does not apply to any watercraft owned or used by the insured if included within the scope of any classification described above or designated in the policy as subject to this endorsement.
2. (This paragraph applies only to watercraft Classified as 44617s, 44507s, 44517s, 44598s, 44607, 44614s, 44557s, 44615s, 44567s, 44577s, 44587s and 44696s.) The "Persons Insured" provision includes any person or organization legally responsible for the use of any such watercraft owned by the named insured, provided the actual use thereof is with the permission of the named insured.
3. (This paragraph applies only to watercraft Classified as 44507s, 44517s, 44598s, 44607, 44557s, 44615s, 44567s, 44577s and 44587s.) The insurance with respect to any watercraft subject to this endorsement does not apply while the watercraft is rented to others or is used for carrying any passenger for a consideration unless this exclusion is stated in the schedule above to be inapplicable.

AUTHENTIC

EMPLOYEE BENEFIT PROGRAMS/ LIABILITY INSURANCE SCHEDULE effective:

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages on account of any claim made against the **insured** by:

1. an employee;
2. a former employee;
3. the beneficiaries or legal representatives thereof;

for injury caused by any negligent act, error or omission in the **administration** of **employee benefit programs.**

The company shall have the right and duty to defend any suit against the **insured** alleging such negligent act, error or omission and seeking damages on account thereof, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

The company, under this insurance, shall not be liable for more than the limit of liability specified as applicable to "each claim" for all damages incurred on account of any claim or suit covered hereunder; the limit of liability stated as "aggregate" is, subject to the above provision respecting each claim, the total limit of the company's liability for all damages incurred on account of all claims or suits covered hereunder and occurring during each consecutive annual period. This insurance applies separately to each **insured** against which claim is made or suit brought, but the inclusion of more than one **insured** shall not operate to increase the limits of the company's liability.

Limit of Liability	Coverage
$500,000.	for each claim
$500,000.	in the aggregate for all claims
$ 1,000.	Deductible applies to each claim

Authorized Representative

Agent/Broker:

Address:

CHUBB

Employee Benefit Programs Liability Insurance

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

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

2. premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability and the cost of bail bonds required of the **insured** because of a claim to which this insurance applies, not to exceed $250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

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

Exclusions

This insurance does not apply:

1. to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation;

2. to bodily injury to, sickness, disease or death, of any person, or to injury to or destruction of any tangible property, including loss of use thereof;

3. to any claim for failure of performance of contract by any insurer;

4. to any claim based upon the **insured's** failure to comply with any law concerning workmen's compensation, unemployment insurance, social security, disability benefits or employee retirement income security Act of 1974 or any similar legislation that may be enacted;

5. to any claim based upon:

   a. failure of any investment plan to perform as represented by an **insured**;

   b. advice given by an **insured** to an employee to participate or not to participate in investment subscription plans;

6. to any damages arising out of the inability of **employee benefit programs** to meet their obligation due to insolvency.

Who Is Insured

The word "**insured**" includes not only the **named insured**, but also any partner, executive officer, director, stockholder, or any person for whose acts the **named insured** is legally liable, provided such person is authorized to act in the **administration** of the **insured's employee benefit programs**.

When Insured

Coverage provided under this insurance applies only to:

1. claims brought against the **insured** while this insurance is in effect for acts that occurred before the effective date of this insurance provided that the **insured** at the effective date of this insurance had no knowledge of or could not have reasonably foreseen any circumstances which might result in a claim or suit;

2. such negligent acts, errors or omissions which occur after the effective date of this insurance and prior to its termination and concerning which the **insured** has given written notice to the Company prior to termination of this insurance.

What To Do When Notice Of Claim Is Received

In the event of a claim, notice shall be given by or on behalf of the **insured** to the company or any of its authorized agents. The **insured** shall upon receiving information as to his alleged negligent act, error or omission, give notice to the company of the allegations as to his negligent act, error of omission as soon as practicable. If suit is brought the **insured** must immediately forward to the company every summons or other process received by him.

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

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following coverage part(s):

COMPREHENSIVE GENERAL LIABILITY INSURANCE

This endorsement, effective (12:01 A.M., standard time), forms a part of policy No. GLP (84) 7302 11 68

issued to

by

Authorized Representative

IT IS AGREED THAT THE PREMIUM FOR THIS POLICY SHALL BE COMPOSITE RATED, BASED ON A RATE OF 1.392 PER $1,000. OF SALES AND/OR RECEIPTS - SUBJECT TO A MINIMUM ANNUAL PREMIUM OF $3,500.

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

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following coverage part(s):

COMPREHENSIVE GENERAL LIABILITY INSURANCE

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No. GLP (84) 7302 11 68

issued to

by

Authorized Representative

NAMED INSURED

"ANY SUBSIDIARY AS MAY NOW OR HEREAFTER BE CONSTITUTED, ANY CORPORATION, PARTNERSHIP, JOINT VENTURE OR OTHER ENTITY AS IT MAY NOW OR HEREAFTER EXIST, AND ANY AFFILIATED COMPANIES FOR WHICH THE NAMED INSURED DIRECTLY OR INDIRECTLY HAS MANAGERIAL CONTROL.

(The Attaching Clause need be complet[illegible] when this endorsement is issued subsequent to preparation [illegible] policy.)

10

CP 04 01 (Ed. 01 73)
A0017 — G219
ISO A0017 ISO G219

GU 9480
(Ed. 1-73)

COMPREHENSIVE PERSONAL LIABILITY ENDORSEMENT

This endorsement, effective , *forms a part of policy No.* GLP (84) 7302 11 68

issued to

by

Authorized Representative

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 the terms of this endorsement, agrees with the insured named in this endorsement (hereinafter called the **named insured**) as follows:

DECLARATIONS

Item 1. **Named Insured** and Address (ENTER BELOW)

2069 41ST EA., SEATTLE, WASHINGTON
6819 51ST N.E., SEATTLE, WASHINGTON
12741 9TH AVE. N.W., SEATTLE, WASHINGTON

Item 2. Location of principal **residence premises** (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

Item 3. (a) The principal **residence premises** designated above are the only premises where the **named insured** or spouse maintains a residence; (b) No business pursuits or farming are conducted at the premises; (c) There are no elevators at the premises; (d) No **residence premises** are rented to others. Exceptions, if any, to (a), (b), (c) or (d):* (ENTER BELOW)

4. *The number of full time residence employees is not more than two, unless otherwise stated herein:* (ENTER BELOW)

Premium	Limits of Liability		Coverages
$ INCL	500, thousand dollars each occurrence		L — Personal Liability
	500. dollars each person 25, thousand dollars each accident		M — Personal Medical Payments
	250. dollars each occurrence		N — Physical Damage to Property
XXX	Rate	Premium Bases	Additional Charges — Coverages L and M
$	$	Per Motor or Combination	Outboard Motors: Horsepower Owner (if not named insured)
	$		Motor A
	$		Motor B
	$		Motor C
$ INCL			Form numbers of endorsements attached at issue
$ Total Premium			

*Absence of an entry means "No Exceptions."

I. COVERAGE L—PERSONAL LIABILITY

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

Exclusions

This coverage does not apply:

(a) to **bodily injury** or **property damage** arising out of any act or omission in connection with premises (other than the **insured premises**) owned, rented or controlled by any **insured**, but this exclusion does not apply to **bodily injury** sustained by any **residence employee** arising out of and in the course of his employment by the **insured**;

(b) to **bodily injury** or **property damage** arising out of (1) business pursuits

care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;

but part (2) of this exclusion does not apply to **property damage** included within the **fire hazard**;

(k) to **bodily injury** to any employee, other than a **residence employee**, of any **insured** arising out of and in the course of his employment by any **insured** in connection with the construction of a one or two family dwelling;

(l) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

II. COVERAGE M—PERSONAL MEDICAL PAYMENTS

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** (a) is sustained while on the **insured premises** with the permission of any **insured** or (b) is sustained elsewhere and (1) arises out of a condition in the **insured premises** or the ways immediately adjoining,

false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This coverage does not apply:

(a) to **bodily injury** or **property damage** arising out of any act or omission connection with premises (other than the **insured premises**) owned, *rented or controlled by any insured, but this exclusion does not apply to* **bodily injury** sustained by any **residence employee** arising out of and in the course of his employment by the **insured**;

(b) to **bodily injury** or **property damage** arising out of (1) business pursuits of any **insured** except activities therein which are ordinarily incident to non-business pursuits or (2) the rendering of or failing to render professional services;

(c) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:

(1) any aircraft; or

(2) any **motor vehicle** owned or operated by, or rented or loaned to any **insured**; but this subdivision (2) does not apply to **bodily injury** or **property damage** occurring on the **insured premises** if the **motor vehicle** is not subject to motor vehicle registration because it is used exclusively on the **insured premises** or kept in dead storage on the **insured premises**; or

(3) any **recreational motor vehicle** owned by any **insured**, if the **bodily injury** or **property damage** occurs away from the **insured premises**; but this subdivision (3) does not apply to golf carts while used for golfing purposes.

This exclusion does not apply to **bodily injury** to any **residence employee** arising out of and in the course of his employment by any **insured** except while such employee is engaged in the operation or maintenance of aircraft;

(d) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft;

(1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or

(2) powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any **insured** at the inception of this endorsement and not declared in the declarations, unless the **insured** reports in writing to this company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the endorsement period.

This exclusion does not apply to (a) **bodily injury** or **property damage** occurring on the insured premises or (b) **bodily injury** to any **residence employee** arising out of and in the course of his employment by any **insured**;

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

(f) to liability assumed by the **insured** under any contract or agreement not in writing or under any contract or agreement in connection with business pursuits or professional services of the **insured** or in connection with **property damage** included within the **fire hazard**;

(g) to **bodily injury** or **property damage** with respect to which an **insured** under this insurance 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;

(h) to **bodily injury** to any person, including a **residence employee**, if the **insured** has a policy providing workmen's compensation or occupational disease benefits for such **bodily injury** or if benefits for such **bodily injury** are in whole or in part either payable or required to be provided by the **insured** under any workmen's compensation or occupational disease law;

(i) to sickness or disease of any **residence employee** unless prior to thirty months after the end of the policy period written claim is made or suit is brought against the **insured** for damages because of such sickness or disease or death resulting therefrom;

(j) to **property damage** to

(1) property owned by the **insured** or

(2) property occupied or used by the **insured** or rented to or in the ing;

(l) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle while being used in any arranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

II. COVERAGE M—PERSONAL MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** (a) is sustained while on the **insured premises** with the permission of any **insured** or (b) is sustained elsewhere and (1) arises out of a condition in the **insured premises** or the ways immediately adjoining, or (2) is caused by any **insured**, by any **residence employee** in the course of his employment by an **insured**, or by any animal owned by or in the care of any **insured** or (3) is sustained by any **residence employee** and arises out of and in the course of his employment by any **insured**.

Exclusions

This coverage does not apply:

(a) to **bodily injury** arising out of any act or omission in connection with premises (other than the **insured premises**) owned, rented or controlled by any **insured**, but this exclusion does not apply to **bodily injury** sustained by any **residence employee** arising out of and in the course of his employment by any **insured**;

(b) to **bodily injury** arising out of (1) business pursuits of any **insured** except activities therein which are ordinarily incident to non-business pursuits or (2) the rendering of or failing to render professional services;

(c) to **bodily injury** arising out of the ownership, maintenance, operation, use, loading or unloading of:

(1) any aircraft; or

(2) any **motor vehicle** owned or operated by, or rented or loaned to any **insured**; but this subdivision (2) does not apply to **bodily injury** occurring on the **insured premises** if the **motor vehicle** is not subject to motor vehicle registration because it is used exclusively on the **insured premises** or kept in dead storage on the **insured premises**; or

(3) any **recreational motor vehicle** owned by any **insured**, if the **bodily injury** occurs away from the **insured premises**; but this subdivision (3) does not apply to golf carts while used for golfing purposes.

This exclusion does not apply to **bodily injury** to any **residence employee** arising out of and in the course of his employment by any **insured** except while such employee is engaged in the operation or maintenance of aircraft;

(d) to **bodily injury** arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:

(1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or

(2) powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any **insured** at the inception of this endorsement and not declared in the declarations, unless the **insured** reports in writing to this company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the endorsement period.

This exclusion does not apply to (a) **bodily injury** occurring on the **insured premises** or (b) **bodily injury** to any **residence employee** arising out of and in the course of his employment by any **insured**;

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

(f) to **bodily injury** to any person, including a **residence employee**, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such **bodily injury** or if benefits for such **bodily injury** are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;

(g) to **bodily injury** to (1) any **insured** under part (a) of "Persons Insured", (2) any person other than a **residence employee**, regularly residing on any part of the **insured premises** or (3) any person while on the **insured premises** because business pursuits are conducted or professional services are rendered on the **insured premises**;

(h) to **bodily injury** to any employee, other than a **residence employee**, of any **insured** arising out of and in the course of his employment by any **insured** in connection with the construction of a one or two family dwelling;

(1) to bodily injury arising out of the ownership, maintenance, operation, use, loading or unloading of any self-propelled land veh[illegible] while being used in any prearranged or organized racing, speed or [illegible]ion contest or in any stunting activity or in practice or preparation fo[illegible] such contest or activity.

III. COVERAGE N—PHYSICAL DAMAGE TO PROPERTY

[illegible] company will at its option either (a) pay for the actual cash value of [illegible]operty physically injured or destroyed during the endorsement period by any insured, or (b) repair or replace such property with other property of like quality and kind, but the limit of the company's liability under Coverage N for "each occurrence" shall not exceed the amount stated in the declarations.

Exclusions

This coverage does not apply to injury or destruction:

(a) of property owned by or rented to any insured, any tenant of any insured or any resident of the named insured's household;

(b) caused intentionally by any insured over twelve years old;

(c) *arising out of (1) any act or omission in connection with premises* (other than the insured premises) owned, rented or controlled by any insured, (2) business pursuits or professional services or (3) the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft.

IV. PERSONS INSURED

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

(a) the named insured and, if residents of the named insured's household, his spouse, the relatives of either, and any other person under the age of twenty-one in the care of any insured; but with respect to any animal, watercraft or vehicle, not owned by any such insured, only while using or having custody or possession of such animal, watercraft or vehicle with the permission of the owner;

(b) *under Coverages L and M, with respect to animals or watercraft to* which this insurance applies, owned by any insured, any person or organization legally responsible therefor, except a person or organization using or having custody or possession of any such animal or watercraft in the [illegible]urse of his business pursuits or without the permission of the owner;

[illegible]) under Coverages L and M, with respect to any vehicle to which this insurance applies, any employee of any insured while engaged in the employment of the insured.

V. LIMITS OF LIABILITY

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

Coverage L—The limit of liability stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability under Coverage L *for all damages, including damages for care and loss of services*, as the result of any one occurrence.

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

VI. ENDORSEMENT PERIOD

This insurance applies only to bodily injury or property damage which occurs on and after the effective date hereof and during the policy period.

VII. DEFINITIONS

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

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

"business property" *means (1) all premises, other than residence premises*, maintained or used for conducting business pursuits, including farming, or furnishing professional services, (2) that portion of residence premises maintained or used for such purposes and (3) all premises, if the whole or any part thereof is rented to others or held for such rental by any insured, but the following shall not be considered as changing premises *which are not otherwise business property into business property:*

any other building occupied by the named insured or his spouse as a residence.

VIII. SUPPLEMENTARY PAYMENTS

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

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

(b) premiums on appeal bonds required in any such suit and premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this endorsement, but the company shall have no obligation to apply for or furnish any such bonds;

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

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

IX. CONDITIONS

Application of Provisions of Policy and Endorsement

None of the terms of the policy except the Cancellation Condition apply to the insurance afforded by this endorsement. None of the terms of this endorsement apply to the coverage afforded by the policy.

1. Insured's Duties in the Event of Occurrence, Claim or Suit—Coverages L and M.

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

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

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

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

3. Insured's Duties When Loss Occurs—Coverage N. When loss occurs, the insured shall give written notice as soon as practicable to the company or *any of its authorized agents, file sworn proof of loss with the company* within ninety-one days after the occurrence of loss, exhibit the damaged property, if within his control, and cooperate with the company in all matters pertaining to the loss or claims with respect thereto.

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

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this endorsement to the extent of the insurance afforded by this endorsement. No person or organization shall have any right under this endorsement 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.

III. DEFINITIONS

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

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

"business property" means (1) all premises, other than residence premises, maintained or used for conducting business pursuits, including farming, or furnishing professional services, (2) that portion of residence premises maintained or used for such purposes and (3) all premises, if the whole or any part thereof is rented to others or held for such rental by any insured, but the following shall not be considered as changing premises which are not otherwise business property into business property:

(a) the occasional rental or holding for rental of the residence premises,

(b) the rental or holding for rental of a part of the residence premises for dwelling purposes, unless for the accommodation of three or more roomers or boarders,

(c) the rental or holding for rental of car spaces or stalls in garages or stables on the insured premises,

(d) the rental or holding for rental of a part of the residence premises as an office, school or studio;

"fire hazard" includes property damage to any insured premises and to house furnishings therein if such property damage arises out of (1) fire, (2) explosion, or (3) smoke or smudge caused by sudden, unusual and faulty operation of any heating or cooking unit;

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

"insured premises" means (1) all residence premises and private approaches thereto, (2) all other premises and private approaches thereto for use of the named insured or his spouse in connection with the residence premises, (3) individual or family cemetery plots or burial vaults, (4) premises on which an insured is temporarily residing, if not owned by any insured and (5) vacant land, other than farm land, owned by or rented to any insured, including such vacant land on which a one or two family dwelling is being constructed by an insured for use as a residence by any insured, or by an independent contractor for an insured; but insured premises does not include any business property;

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

"motor vehicle" 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, except while being towed by or carried on a motor vehicle, any of the following: utility, boat, camp or home trailer, recreational motor vehicle, crawler or farm type tractor, farm implement or, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads;

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

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

"recreational motor vehicle" means (1) a golf cart or snowmobile, or (2) if not subject to motor vehicle registration, any other land motor vehicle designed for recreational use off public roads;

"residence employee" means an employee of any insured whose duties are in connection with the maintenance or use of the insured premises, including the performance of household or domestic services, or who performs elsewhere duties of a similar nature not in connection with any insured's business pursuits;

"residence premises" means (1) a one or two family dwelling where the named insured or his spouse maintains a residence or (2) that portion of

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

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this endorsement to the extent of the insurance afforded by this endorsement. No person or organization shall have any right under this endorsement 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.

5. Other Insurance. The insurance afforded by this endorsement is primary insurance, except that with respect to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, recreational motor vehicle or watercraft to which this insurance applies, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

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

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

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

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

7. 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 endorsement or estop the company from asserting any right under the terms of this endorsement; nor shall the terms of this endorsement be waived or changed, except by endorsement issued to form a part of this endorsement.

8. Assignment. Assignment of interest under this endorsement shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this endorsement shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative, (3) to the deceased's spouse, as insured, if a resident of the insured premises at the time of such death, and (4) to any other persons described in paragraph (a) of the Persons Insured Provision, as insured, but only while such other person is a resident of the insured premises.

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

AUTHENTIC

AMENDED #10A
(The Attaching Cl... need be co... only when this endorsement is issued subsequent to prep... the policy.)

CP 04 01 (Ed. 01 73)
A0017 — G219
ISO A0017 ISO G219

GU 9480
(Ed. 1-73)

COMPREHENSIVE PERSONAL LIABILITY ENDORSEMENT

This endorsement, effective 4-8-83, forms a part of policy No. GLP(84)7302 11 68

issued to NORTHWEST COOPERAGE CO., ET AL

by FEDERAL INSURANCE COMPANY

MARSH & McCLENNAN (SEATTLE)
Authorized Representative

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 the terms of this endorsement, agrees with the insured named in this endorsement (hereinafter called the named insured) as follows:

DECLARATIONS

Item 1. Named Insured and Address (ENTER BELOW)
2069 41ST EA., SEATTLE, WASHINGTON
6819 51ST N.E., SEATTLE, WASHINGTON
12741 9TH AVE. N.W., SEATTLE, WASHINGTON
[redacted] (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)
2818 140TH N.E., BELLEVUE, WASHINGTON

Item 3. (a) The principal residence premises designated above are the only premises where the named insured or spouse maintains a residence; (b) No business pursuits or farming are conducted at the premises; (c) There are no elevators at the premises; (d) No residence premises are rented to others. Exceptions, if any, to (a), (b), (c) or (d):* (ENTER BELOW)

Item 4. The number of full time residence employees is not more than two, unless otherwise stated herein: (ENTER BELOW)

Premium	Limits of Liability		Coverages		
$ INCL	500, thousand dollars each occurrence		L — Personal Liability		
	500. dollars each person		M — Personal Medical Payments		
	25, thousand dollars each accident				
	250. dollars each occurrence		N — Physical Damage to Property		
XXX	Rate	Premium Bases	Additional Charges — Coverages L and M		
			Outboard Motors:	Horsepower	Owner (if not named insured)
$	$	Per Motor or Combination	Motor A		
	$		Motor B		
	$		Motor C		
$			Form numbers of endorsements attached at issue		
$ INCL	Total Premium				

*Absence of an entry means "No Exceptions."

SA/dav 6-7-83

I. COVERAGE L—PERSONAL LIABILITY

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

Exclusions

This coverage does not apply:

(a) to bodily injury or property damage arising out of any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, but this exclusion does not apply to bodily injury sustained by any residence employee arising out of and in the course of his employment by the insured;

(b) to bodily injury or property damage arising out of (1) ...

care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but part (2) of this exclusion does not apply to property damage included within the fire hazard;

(k) to bodily injury to any employee, other than a residence employee, of any insured arising out of and in the course of his employment by any insured in connection with the construction of a one or two family dwelling;

(l) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

II. COVERAGE M—PERSONAL MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury (a) is sustained while on the insured premises with the permission of any insured or (b) is sustained elsewhere and (1) arises out ...

claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This coverage does not apply:

(a) to **bodily injury** or **property damage** arising out of any act or omission in connection with premises (other than the **insured premises**) owned, rented or controlled by any **insured**, but this exclusion does not apply to **bodily injury** sustained by any **residence employee** arising out of and in the course of his employment by the **insured**;

(b) to **bodily injury** or **property damage** arising out of (1) business pursuits of any **insured** except activities therein which are ordinarily incident to non-business pursuits or (2) the rendering of or failing to render professional services;

(c) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:

(1) any aircraft; or

(2) any **motor vehicle** owned or operated by, or rented or loaned to any **insured**; but this subdivision (2) does not apply to **bodily injury** or **property damage** occurring on the **insured premises** if the **motor vehicle** is not subject to motor vehicle registration because it is used exclusively on the **insured premises** or kept in dead storage on the **insured premises**; or

(3) any **recreational motor vehicle** owned by any **insured**, if the **bodily injury** or **property damage** occurs away from the **insured premises**; but this subdivision (3) does not apply to golf carts while used for golfing purposes.

This exclusion does not apply to **bodily injury** to any **residence employee** arising out of and in the course of his employment by any **insured** except while such employee is engaged in the operation or maintenance of aircraft;

(d) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft;

(1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or

(2) powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any **insured** at the inception of this endorsement and not declared in the declarations, unless the **insured** reports in writing to this company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the endorsement period.

This exclusion does not apply to (a) **bodily injury** or **property damage** occurring on the insured premises or (b) **bodily injury** to any **residence employee** arising out of and in the course of his employment by any **insured**;

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

(f) to liability assumed by the **insured** under any contract or agreement not in writing or under any contract or agreement in connection with business pursuits or professional services of the **insured** or in connection with **property damage** included within the **fire hazard**;

(g) to **bodily injury** or **property damage** with respect to which an **insured** under this insurance 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;

(h) to **bodily injury** to any person, including a **residence employee**, if the **insured** has a policy providing workmen's compensation or occupational disease benefits for such **bodily injury** or if benefits for such **bodily injury** are in whole or in part either payable or required to be provided by the **insured** under any workmen's compensation or occupational disease law;

(i) to sickness or disease of any **residence employee** unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the **insured** for damages because of such sickness or disease or death resulting therefrom;

(j) to **property damage** to

(1) property owned by the **insured** or

(2) property occupied or used by the **insured** or rented to or in the

(k)

(l) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

II. COVERAGE M—PERSONAL MEDICAL PAYMENTS

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** (a) is sustained while on the **insured premises** with the permission of any **insured** or (b) is sustained elsewhere and (1) arises out of a condition in the **insured premises** or the ways immediately adjoining, or (2) is caused by any **insured**, by any **residence employee** in the course of his employment by an **insured**, or by any animal owned by or in the care of any **insured** or (3) is sustained by any **residence employee** and arises out of and in the course of his employment by any **insured**.

Exclusions

This coverage does not apply:

(a) to **bodily injury** arising out of any act or omission in connection with premises (other than the **insured premises**) owned, rented or controlled by any **insured**, but this exclusion does not apply to **bodily injury** sustained by any **residence employee** arising out of and in the course of his employment by any **insured**;

(b) to **bodily injury** arising out of (1) business pursuits of any **insured** except activities therein which are ordinarily incident to non-business pursuits or (2) the rendering of or failing to render professional services;

(c) to **bodily injury** arising out of the ownership, maintenance, operation, use, loading or unloading of:

(1) any aircraft; or

(2) any **motor vehicle** owned or operated by, or rented or loaned to any **insured**; but this subdivision (2) does not apply to **bodily injury** occurring on the **insured premises** if the **motor vehicle** is not subject to motor vehicle registration because it is used exclusively on the **insured premises** or kept in dead storage on the **insured premises**; or

(3) any **recreational motor vehicle** owned by any **insured**, if the **bodily injury** occurs away from the **insured premises**; but this subdivision (3) does not apply to golf carts while used for golfing purposes.

This exclusion does not apply to **bodily injury** to any **residence employee** arising out of and in the course of his employment by any **insured** except while such employee is engaged in the operation or maintenance of aircraft;

(d) to **bodily injury** arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:

(1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or

(2) powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any **insured** at the inception of this endorsement and not declared in the declarations, unless the **insured** reports in writing to this company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the endorsement period.

This exclusion does not apply to (a) **bodily injury** occurring on the **insured premises** or (b) **bodily injury** to any **residence employee** arising out of and in the course of his employment by any **insured**;

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

(f) to **bodily injury** to any person, including a **residence employee**, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such **bodily injury** or if benefits for such **bodily injury** are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;

(g) to **bodily injury** to (1) any **insured** under part (a) of "Persons Insured", (2) any person other than a **residence employee**, regularly residing on any part of the **insured premises** or (3) any person while on the **insured premises** because business pursuits are conducted or professional services are rendered on the **insured premises**;

(h) to **bodily injury** to any employee, other than a **residence employee**, of any **insured** arising out of and in the course of his employment by any **insured** in connection with the construction of a one or two family dwelling;

(over)

(i) to bodily injury arising out of the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle while being used in any prearranged or orga[illegible] racing, speed or demolition contest or in any stunting activity or in [illegible]ce or preparation for any such contest or activity.

III. COVERAGE N—PHYSICAL DAMAGE TO PROPERTY

The company will at its option either (a) pay for the actual cash value of property physically injured or destroyed during the endorsement period by any insured, or (b) repair or replace such property with other property of like quality and kind, but the limit of the company's liability under Coverage N for "each occurrence" shall not exceed the amount stated in the declarations.

Exclusions

This coverage does not apply to injury or destruction:

(a) of property owned by or rented to any insured, any tenant of any insured or any resident of the named insured's household;

(b) caused intentionally by any insured over twelve years old;

(c) arising out of (1) any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, (2) business pursuits or professional services or (3) the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft.

IV. PERSONS INSURED

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

(a) the named insured and, if residents of the named insured's household, his spouse, the relatives of either, and any other person under the age of twenty-one in the care of any insured; but with respect to any animal, watercraft or vehicle, not owned by any such insured, only while using or having custody or possession of such animal, watercraft or vehicle with the permission of the owner;

(b) under Coverages L and M, with respect to animals or watercraft to which this insurance applies, owned by any insured, any person or organization legally responsible therefor, except a person or organization using or having custody or possession of any such animal or watercraft in the course of his business pursuits or without the permission of the owner;

(c) under Coverages L and M, with respect to any vehicle to which this insurance applies, any employee of any insured while engaged in the employment of the insured.

V. LIMITS OF LIABILITY

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

Coverage L—The limit of liability stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability under Coverage L for all damages, including damages for care and loss of services, as the result of any one occurrence.

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

VI. ENDORSEMENT PERIOD

This insurance applies only to bodily injury or property damage which occurs on and after the effective date hereof and during the policy period.

VII. DEFINITIONS

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

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

"business property" means (1) all premises, other than residence premises, maintained or used for conducting business pursuits, including farming, or furnishing professional services, (2) that portion of residence premises maintained or used for such purposes and (3) all premises, if the whole or any part thereof is rented to others or held for such rental by any insured, but the following shall not be considered as changing premises which are not otherwise business property into business property:

(a) the occasional rental or holding for rental of the residence premises, any other building occupied by the named insured or his spouse as a residence.

VIII. SUPPLEMENTARY PAYMENTS

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

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

(b) premiums on appeal bonds required in any such suit and premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this endorsement, but the company shall have no obligation to apply for or furnish any such bonds;

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

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

IX. CONDITIONS

Application of Provisions of Policy and Endorsement

None of the terms of the policy except the Cancellation Condition apply to the insurance afforded by this endorsement. None of the terms of this endorsement apply to the coverage afforded by the policy.

1. Insured's Duties in the Event of Occurrence, Claim or Suit—Coverages L and M.

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

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

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

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

3. Insured's Duties When Loss Occurs—Coverage N. When loss occurs, the insured shall give written notice as soon as practicable to the company or any of its authorized agents, file sworn proof of loss with the company within ninety-one days after the occurrence of loss, exhibit the damaged property, if within his control, and cooperate with the company in all matters pertaining to the loss or claims with respect thereto.

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

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this endorsement to the extent of the insurance afforded by this endorsement. No person or organization shall have any right under this endorsement 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.

When used in reference to this insurance (including [illegible] a part of this insurance)

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

"business property" means (1) all premises, other than residence premises, maintained or used for conducting business pursuits, including farming, or furnishing professional services, (2) that portion of residence premises maintained or used for such purposes and (3) all premises, if the whole or any part thereof is rented to others or held for such rental by any insured, but the following shall not be considered as changing premises which are not otherwise business property into business property:

(a) the occasional rental or holding for rental of the residence premises,

(b) the rental or holding for rental of a part of the residence premises for dwelling purposes, unless for the accommodation of three or more roomers or boarders,

(c) the rental or holding for rental of car spaces or stalls in garages or stables on the insured premises,

(d) the rental or holding for rental of a part of the residence premises as an office, school or studio;

"fire hazard" includes property damage to any insured premises and to house furnishings therein if such property damage arises out of (1) fire, (2) explosion, or (3) smoke or smudge caused by sudden, unusual and faulty operation of any heating or cooking unit;

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

"insured premises" means (1) all residence premises and private approaches thereto, (2) all other premises and private approaches thereto for use of the named insured or his spouse in connection with the residence premises, (3) individual or family cemetery plots or burial vaults, (4) premises on which an insured is temporarily residing, if not owned by any insured and (5) vacant land, other than farm land, owned by or rented to any insured, including such vacant land on which a one or two family dwelling is being constructed by an insured for use as a residence by any insured, or by an independent contractor for an insured; but insured premises does not include any business property;

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

"motor vehicle" 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, except while being towed by or carried on a motor vehicle, any of the following: utility, boat, camp or home trailer, recreational motor vehicle, crawler or farm type tractor, farm implement or, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads;

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

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

"recreational motor vehicle" means (1) a golf cart or snowmobile, or (2) if not subject to motor vehicle registration, any other land motor vehicle designed for recreational use off public roads;

"residence employee" means an employee of any insured whose duties are in connection with the maintenance or use of the insured premises, including the performance of household or domestic services, or who performs elsewhere duties of a similar nature not in connection with any insured's business pursuits;

"residence premises" means (1) a one or two family dwelling where the named insured or his spouse maintains a residence or (2) that portion of

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with all of the terms of this endorsement, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment agai[illegible] the insured after actual trial or by written agreement of the insured [illegible]aimant and the company.

Any person [illegible] organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this endorsement to the extent of the insurance afforded by this endorsement. No person or organization shall have any right under this endorsement 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.

5. **Other Insurance.** The insurance afforded by this endorsement is primary insurance, except that with respect to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, recreational motor vehicle or watercraft to which this insurance applies, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

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

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

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

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

7. **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 endorsement or estop the company from asserting any right under the terms of this endorsement; nor shall the terms of this endorsement be waived or changed, except by endorsement issued to form a part of this endorsement.

8. **Assignment.** Assignment of interest under this endorsement shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this endorsement shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative, (3) to the deceased's spouse, as insured, if a resident of the insured premises at the time of such death, and (4) to any other persons described in paragraph (a) of the Persons Insured Provision, as insured, but only while such other person is a resident of the insured premises.

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

(The Attaching Clause need be complete[illegible] when this endorsement is issued subsequent to preparation [illegible] policy.)

11

LIABILITY

GL 20 09 (Ed. 01 73)
G116
ISO G116

L 9452
(Ed. 1-73)

ADDITIONAL INSURED
(Owners or Contractors)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No. GLP(84)7302 11 68

issued to

by

Authorized Representative

Schedule

Name of Person or Organization (Additional Insured)	Location of Covered Operations
TEXACO, INC. 2555 - 13TH AVE. S.W. SEATTLE, WA. 98134	

	Premium Bases		Rates	Advance Premium
Bodily Injury Liability	Cost	AT AUDIT	$100 of cost	$ INCLUDED IN
Property Damage Liability	Cost		$100 of cost	$ COMPOSITE
			Total Advance Premium	$ RATE

It is agreed that:

1. The "Persons Insured" provision is amended to include as an insured the person or organization named above (hereinafter called "additional insured"), but only with respect to liability arising out of (1) operations performed for the additional insured by the named insured at the location designated above or (2) acts or omissions of the additional insured in connection with his general supervision of such operations.
2. None of the exclusions of the policy, except exclusions (a), (c), (f), (g), (i), (j) and (m), apply to this insurance.
3. **Additional Exclusions** This insurance does not apply:
   (a) to bodily injury or property damage occurring after
      (1) all work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed or
      (2) that portion of the named insured's 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;
   (b) to bodily injury or property damage arising out of any act or omission of the additional insured or any of his employees, other than general supervision of work performed for the additional insured by the named insured;
   (c) to property damage to
      (1) property owned or occupied by or rented to the additional insured,
      (2) property used by the additional insured,
      (3) property in the care, custody or control of the additional insured or as to which the additional insured is for any purpose exercising physical control, or
      (4) work performed for the additional insured by the named insured.
4. **Additional Definition** When used in reference to this insurance, "work" includes materials, parts and equipment furnished in connection therewith.

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(The Attaching Clause need be complete[illegible] when this endorsement is issued subsequent to preparation [illegible] policy.) # 12

LIABILITY

GL 20 09 (Ed. 01 73)
G116
ISO G116

L 9452
(Ed. 1-73)

ADDITIONAL INSURED
(Owners or Contractors)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No. GLP(84)7302 11 68

issued to

by

Authorized Representative

Schedule

Name of Person or Organization (Additional Insured)	Location of Covered Operations
CITY OF SEATTLE ENGINEERING DEPT. 600 4TH AVE. SEATTLE, WA. 98104	

	Premium Bases		Rates	Advance Premium
Bodily Injury Liability	Cost	AT AUDIT	$100 of cost	$ INCLUDED IN
Property Damage Liability	Cost		$100 of cost	$ COMPOSITE
			Total Advance Premium	$ RATE

It is agreed that:

1. The "Persons Insured" provision is amended to include as an insured the person or organization named above (hereinafter called "additional insured"), but only with respect to liability arising out of (1) operations performed for the additional insured by the named insured at the location designated above or (2) acts or omissions of the additional insured in connection with his general supervision of such operations.

2. None of the exclusions of the policy, except exclusions (a), (c), (f), (g), (i), (j) and (m), apply to this insurance.

3. **Additional Exclusions** This insurance does not apply:

(a) to **bodily injury** or **property damage** occurring after

(1) all **work** on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed or

(2) that portion of the **named insured's 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;

(b) to **bodily injury** or **property damage** arising out of any act or omission of the additional insured or any of his employees, other than general supervision of **work** performed for the additional insured by the **named insured**;

(c) to **property damage** to

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

(2) property used by the additional insured,

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

(4) **work** performed for the additional insured by the **named insured**.

4. **Additional Definition** When used in reference to this insurance, "**work**" includes materials, parts and equipment furnished in connection therewith.

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EMPLOYERS OF WASSAU
4/8/84 – 4/8/85

HERMAN TROTSKY 26498-0001

(S. HALE

"OLD NW COOPERAGE BH&G FILE"

ORIGINAL

NORTHWEST COOPERAGE CO, INC.
adv. City of Seattle 7350.0005
Employers Ins. WAUSAU (#232502043267)

HERMAN TROTSKY 26498-0001

(S. HALE

"OLD NW COOPERAGE BH&G FILE"

Client's
Copy
of
Policy

Use this one when
need copy of policy.

Wausau Insurance Companies

COMBINATION CASUALTY POLICY

PLEASE READ YOUR POLICY

THIS POLICY IS NONASSESSABLE

MUTUALS-MEMBERSHIP AND VOTING NOTICE: The insured 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

(Herein called the company)

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

COVERAGES

The insurance afforded by this policy is only with respect to such Coverages as are indicated by specific premium charge or charges in the appropriate Coverage Schedule or Schedules of the Coverage Part or Parts attached to and hereby made a part of this policy.

SUPPLEMENTARY PAYMENTS

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

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

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **insured** because of accident or traffic law violation

Wausau Insurance Companies

CL · INATION CASUALTY POLICY DECLARATIONS

Policy Number
2325 02 043267

Item 1. Named Insured and Address
NORTHWEST COOPERAGE CO., INC.
(SEE ENDORSEMENT #1)
7152 FIRST AVE. S.
SEATTLE, WA 98108

Insured is: CORPORATION

Adjustment of premium shall be made: ANNUALLY

Business of Insured is:

Item 2. Policy Period: 4 8 84 to 4 8 85 12:01 A.M., standard time at address of the named insured as stated herein.

3. The insurance afforded is only with respect to such Coverages as are indicated by specific premium charge or charges in the appropriate Coverage Schedule or Schedules of the Coverage Part or Parts attached to this policy. The limit of the company's liability against each such coverage shall be as stated in the appropriate Coverage Schedule or Schedules for the Coverage Part or Parts attached to this policy.

SUMMARY OF INSURANCE AND PREMIUM CHARGES	PREMIUM CHARGES
COMPREHENSIVE GENERAL LIABILITY INSURANCE	$ 4,797
COMPREHENSIVE PERSONAL LIABILITY INSURANCE	INCLUDED IN COMPOSITE
EMPLOYERS LIABILITY INSURANCE	INCLUDED IN COMPOSITE
Endorsements	$
	Amount Due
ESTIMATED ANNUAL PREMIUM $4,797	$ 4,797

Coverage Parts 560-4-1.1;560-7-1;HO SPECIAL 8-74

Issued by:

(X) EMPLOYERS INSURANCE OF WAUSAU A Mutual Company
Attached to Form 60-1.1 and Coverage Parts shown above.

( ) ILLINOIS EMPLOYERS INSURANCE OF WAUSAU
Attached to Form J60-1.1 and Coverage Parts shown above.

( ) WAUSAU UNDERWRITERS INSURANCE COMPANY
Attached to Form W60-1 and Coverage Parts shown above.

( ) WORLDWIDE UNDERWRITERS INSURANCE COMPANY
Attached to Form W60-1 and Coverage Parts shown above.

Enclosures

Countersigned by T. A. Machtolf
Authorized Company Representative

Bur.

arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**policy territory**" means:

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

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

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

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

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

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

CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Cancelation This policy may be canceled by the **named 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 **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancelation shall be effective. 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 **named insured** or by the company shall be equivalent to mailing.

If the **named insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time 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.

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

13. Mutual Policy Conditions. PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY. No Contingent Liability: This policy is nonassessable. The policyholder is a member of the company and shall participate, to the 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, the 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 Vieste
President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

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

It is agreed that:

I. The policy 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 or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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

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

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

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

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

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

II. As used in this endorsement:

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

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

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

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

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

"nuclear facility" means

(a) any **nuclear reactor,**

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

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

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste,** and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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

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

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

All other provisions and conditions remain unchanged.
Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

Wausau Insurance Companies

COMPREH. IVE GENERAL LIABILITY INSURANCE COVER. PART

Named Insured NORTHWEST COOPERAGE CO., INC.

Policy Number 2325 02 043267

COVERAGE SCHEDULE

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

COVERAGES	LIMITS OF LIABILITY Each Occurrence	LIMITS OF LIABILITY Aggregate	ADVANCE PREMIUM
A-Bodily Injury Liability	$ 500,000	$ 500,000	$ 2,779
B-Property Damage Liability	$ 100,000	$ 100,000	$ 2,018
Total Advance Premium			$ 4,797

2. The declarations are completed on the accompanying schedule(s) designated "General Liability Hazards".
3. The locations of all premises owned by, rented to or controlled by the named insured and the part occupied by named insured are shown on the accompanying schedule(s).
4. Interest of named insured in such premises: Owner ☒; Tenant ☐; General Lessee ☐.
5. The accompanying schedule(s) disclose(s) all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

COVERAGES

I. COVERAGE A–BODILY INJURY LIABILITY

COVERAGE B–PROPERTY DAMAGE LIABILITY

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

Coverage A. bodily injury or

Coverage B. property damage

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

Exclusions

This insurance does not apply:

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

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

(c) to bodily injury or property damage arising out of
(1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or
(2) the operation or use of any snowmobile or trailer designed for use therewith;
(i) owned or operated by or rented or loaned to any insured, or
(ii) operated by any person in the course of his employment by any insured;

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

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

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

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

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

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

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

(k) to property damage to
(1) property owned or occupied by or rented to the insured,
(2) property used by the insured, or

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

(l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
(1) the delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;
but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;
(n) to property damage to the named insured's products arising out of such products or any part of such products;
(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
(q) to property damage included within:
(1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x",
(2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
(3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:
(a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
(b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
(c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
(d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
(i) an employee of the named insured while operating any such equipment in the course of his employment, and
(ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;
provided that no person or organization shall be an insured under this paragraph (e) with respect to:
(1) bodily injury to any fellow employee of such person injured in the course of his employment, or
(2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

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

III. LIMITS OF LIABILITY

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

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

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

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

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

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

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

IV. POLICY TERRITORY

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

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

GENERAL LIABILITY HAZARDS

Named Insured: NORTHWEST COOPERAGE CO., INC.

Policy No. 2325 02 043267 Schedule No. 1

Description of Hazards (Show Summary of Premium When Applicable)	Item No.	Code Number	Premium Bases	Rates		Estimated Premiums	
				Bodily Injury	Property Damage	Bodily Injury	Property Damage
			(a) Area (Sq. Ft.) (b) Frontage (c) Payroll (d) Total Cost Per Project (e) Receipts	(a) Per 100 sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Payroll (d) Per $100 of Total Cost Per Project (e) Per $1,000 of Receipts			
---GENERAL LIABILITY--- (COMPOSITE RATED)			E	E	E		
ALL OTHER (PREMISES & OPERATIONS, OCP, EMPLOYERS LIABILITY, G222; EMPLOYEE BENEFITS, CPL)	1	20050 (324)	3,965,000	.332	.158	1,316	626
PRODUCTS & COMPLETED OPERATIONS	2	20050 (324)	3,965,000	.369	.351	1,463	1,392

(M) 1083 PRTD. USA 560-3

COMPREHENSIVE PERSONAL INSURANCE COVERAGE PART

Named Insured NORTHWEST COOPERAC CO., INC.
Policy Number 2325 02 043267

COVERAGE SCHEDULE

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

COVERAGES	LIMITS OF LIABILITY		PREMIUM
L. Personal Liability	$ 500,000	each occurrence	$ INCLUDED IN COMPOSITE
M. Personal Medical Payments	$ 500	each person	
	$ 25,000	each accident	
N. Physical Damage to Property	$ 250	each occurrence	

Additional Charges–Coverages L and M			Rate	Premium Bases	
Outboard Motors	Horsepower	Owner (if not Named Insured)			
Motor A			$	Per Motor or Combination	$
Motor B			$		$
Motor C			$		$
Total Premium					$

2. The principal residence premises are located at the address shown in Item 1 of the declarations, unless otherwise stated herein:
SEE ENDORSEMENT #9

3. (a) The principal residence premises designated above are the only premises where the named insured or spouse maintains a residence; (b) No business pursuits or farming are conducted at the premises; (c) There are no elevators at the premises; (d) No residence premises are rented to others. Exceptions, if any, to (a), (b), (c) or (d):

4. The number of full time residence employees is not more than two, unless otherwise stated herein:

COVERAGES

I. COVERAGE L–PERSONAL LIABILITY

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

Exclusions

This coverage does not apply:

(a) to bodily injury or property damage arising out of any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, but this exclusion does not apply to bodily injury sustained by any residence employee arising out of and in the course of his employment by the insured;

(b) to bodily injury or property damage arising out of (1) business pursuits of any insured except activities therein which are ordinarily incident to non-business pursuits or (2) the rendering of or failing to render professional services;

(c) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:

(1) any aircraft; or

(2) any motor vehicle owned or operated by, or rented or loaned to any insured; but this subdivision (2) does not apply to bodily injury or property damage occurring on the insured premises if the motor vehicle is not subject to motor vehicle registration because it is used exclusively on the insured premises or kept in dead storage on the insured premises; or

(3) any recreational motor vehicle owned by any insured if the bodily injury or property damage occurs away from the insured premises; but this subdivision (3) does not apply to golf carts while used for golfing purposes.

This exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft;

(d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:

(1) owned by or rented to any insured if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or

(2) powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any insured at the inception of this policy and not declared in the schedule, unless the insured reports in writing to this company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the policy period.

This exclusion does not apply to (a) bodily injury or property damage occurring on the insured premises or (b) bodily injury to any residence employee arising out of and in the course of his employment by any insured;

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

(f) to liability assumed by the insured under any contract or agreement not in writing or under any contract or agreement in connection with business pursuits or professional services of the insured or in connection with property damage included within the fire hazard;

(g) to bodily injury or property damage with respect to which an insured under this insurance 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;

(h) to bodily injury to any person, including a residence employee, if the insured has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided by the insured under any workmen's compensation or occupational disease law;

(i) to sickness or disease of any residence employee unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages because of such sickness or disease or death resulting therefrom;

(j) to property damage to

(1) property owned by the insured or

(2) property occupied or used by the insured or rented to or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but part (2) of this exclusion does not apply to property damage included within the fire hazard;

(k) to bodily injury to any employee, other than a residence employee, of any insured arising out of and in the course of his employment by any insured in connection with the construction of one or two family dwelling;

(l) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

II. COVERAGE M–PERSONAL MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury (a) is sustained while on the insured premises with the permission of any insured or (b) is sustained elsewhere and (1) arises out of a condition in the insured premises or the ways immediately adjoining or (2) is caused by any insured, by any residence employee in the course of his employment by an insured, or by any animal owned by or in the care of any insured or (3) is sustained by any residence employee and arises out of and in the course of his employment by any insured.

Exclusions

This coverage does not apply:

(a) to bodily injury arising out of any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, but this exclusion does not apply to bodily injury sustained by any residence employee arising out of and in the course of his employment by any insured;

(b) to bodily injury arising out of (1) business pursuits of any insured except activities therein which are ordinarily incident to non-business pursuits or (2) the rendering of or failing to render professional services;

(c) to bodily injury arising out of the ownership, maintenance, operation, use, loading or unloading of:

(1) any aircraft; or

(2) any motor vehicle owned or operated by, or rented or loaned to any insured; but this subdivison (2) does not apply to bodily injury occurring on the insured premises if the motor vehicle is not subject to motor vehicle registration because it is used exclusively on the insured premises or kept in dead storage on the insured premises; or

(3) any recreational motor vehicle owned by any insured, if the bodily injury occurs away from the insured premises; but this subdivision (3) does not apply to golf carts while used for golfing purposes.

This exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft;

(d) to bodily injury arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:

(1) owned by or rented to any insured if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or

(2) powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any insured at the inception of this policy and not declared in the schedule, unless the insured reports in writing to this company within 45 days after acquisiton his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the policy period.

This exclusion does not apply to (a) bodily injury occurring on the insured premises or (b) bodily injury to any residence employee arising out of and in the course of his employment by any insured;

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

(f) to bodily injury to any person, including a residence employee, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;

(g) to bodily injury to (1) any insured under part (a) of "Persons Insured", (2) any person, other than a residence employee, regularly residing on any part of the insured premises or (3) any person while on the insured premises because business pursuits are conducted or professional services are rendered on the insured premises;

(h) to bodily injury to any employee, other than a residence employee, of any insured arising out of and in the course of his employment by any insured in connection with the construction of a one or two family dwelling;

(i) to bodily injury arising out of the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

III. COVERAGE N–PHYSICAL DAMAGE TO PROPERTY

The company will at its option either (a) pay for the actual cash value of property physically injured or destroyed during the policy period by any insured, or (b) repair or replace such property with other property of like quality and kind, but the limit of the company's liability under Coverage N for "each occurrence" shall not exceed the amount stated in the schedule.

Exclusions

This coverage does not apply to injury or destruction:

(a) of property owned by or rented to any insured, any tenant of any insured or any resident of the named insured's household;

(b) caused intentionally by any insured over twelve years old;

(c) arising out of (1) any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, (2) business pursuits or professional services or (3) the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft.

IV. PERSONS INSURED

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

(a) the named insured and, if residents of the named insured's household, his spouse, the relatives of either, and any other person under the age of twenty-one in the care of any insured; but with respect to any animal, watercraft or vehicle, not owned by any such insured, only while using or having custody or possession of such animal, watercraft or vehicle with the permission of the owner;

(b) under Coverages L and M, with respect to animals or watercraft to which this insurance applies, owned by any insured, any person or organization legally responsible therefor, except a person or organization using or having custody or possession of any such animal or watercraft in the course of his business pursuits or without the permission of the owner;

(c) under Coverages L and M, with respect to any vehicle to which this insurance applies, any employee of any insured while engaged in the employment of the insured.

V. LIMITS OF LIABILITY

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

Coverage L–The limit of liability stated in the schedule as applicable to "each occurrence" is the total limit of the company's liability und Coverage L for all damages, including damages for care and loss of services, as the result of any one occurrence.

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

VI. POLICY PERIOD–COVERAGES L AND M

This insurance applies only to bodily injury or property damage which occurs during the policy period.

VII. ADDITIONAL DEFINITIONS

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

"business property" means (1) all premises, other than residence premises, maintained or used for conducting business pursuits, including farming, or furnishing professional services, (2) that portion of residence premises maintained or used for such purposes and (3) all premises, if the whole or any part thereof is rented to others or held for such rental by any insured, but the following shall not be considered as changing premises which are not otherwise business property into business property:
(a) the occasional rental or holding for rental of the residence premises,
(b) the rental or holding for rental of a part of the residence premises for dwelling purposes, unless for the accommodation of three or more roomers or boarders,
(c) the rental or holding for rental of car spaces or stalls in garages or stables on the insured premises,
(d) the rental or holding for rental of a part of the residence premises as an office, school or studio;

"fire hazard" includes property damage to any insured premises and to house furnishings therein if such property damage arises out of (1) fire, (2) explosion, or (3) smoke or smudge caused by sudden, unusual and faulty operation of any heating or cooking unit;

"insured premises" means (1) all residence premises and private approaches thereto, (2) all other premises and private approaches thereto for use of the named insured or his spouse in connection with the residence premises, (3) individual or family cemetery plots or burial vaults, (4) premises on which an insured is temporarily residing, if not owned by any insured and (5) vacant land, other than farm land, owned by or rented to any insured, including such vacant land on which a one or two family dwelling is being constructed by an insured for use as a residence by any insured or by an independent contractor for an insured; but insured premises does not include any business property;

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

"motor vehicle" 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, except while being towed by or carried on a motor vehicle, any of the following: utility, boat, camp or home trailer, recreational motor vehicle, crawler or farm type tractor, farm implement or, if not sucject to motor vehicle registration, any equipment which is designed for use principally off public roads;

"recreational motor vehicle" means (1) a golf cart or snowmobile, or (2) if not subject to motor vehicle registration, any other land motor vehic designed for recreational use off public roads;

"residence employee" means an employee of any insured whose duties are in connection with the maintenance or use of the insured premises, including the performance of household or domestic services, or who performs elsewhere duties of a similar nature not in connection with any insured's business pursuits;

"residence premises" means (1) a one or two family dwelling where the named insured or his spouse maintains a residence or (2) that portion of any other building occupied by the named insured or his spouse as a residence.

VIII. ADDITIONAL CONDITIONS

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

B. Insured's Duties When Loss Occurs–Coverage N. When loss occurs, the insured shall give written notice as soon as practicable to the company or any of its authorized agents, file sworn proof of loss with the company within ninety-one days after the occurrence of loss, exhibit the damaged property, if within his control, and cooperate with the company in all matters pertaining to the loss or claims with respect thereto.

C. Excess Insurance–Coverage L. With respect to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, recreational motor vehicle or watercraft to which this insurance applies, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

IX. AMENDED CONDITION

When used in reference to this insurance Condition 9 "Assignment" is amended to include:

In the event of the death of the named insured such insurance as is afforded by this policy shall continue to apply to the deceased's spouse, as insured, if a resident of the insured premises at the time of such death and, with respect to any other persons described in paragraph (a) of the Persons Insured Provision, shall continue to apply, as insured, but only while such other person is a resident of the insured premises.

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

EMPLOYERS' LIABILITY INSURANCE COVERAGE PART

LIMITS OF LIABILITY

EACH OCCURRENCE	AGGREGATE	PREMIUM
$500,000	$500,000	INCL. IN COMPOSITE

COVERAGE

1. COVERAGE AGREEMENT.

THE COMPANY WILL PAY ON BEHALF OF THE INSURED ALL SUMS WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES BECAUSE OF BODILY INJURY BY ACCIDENT OR DISEASE, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED IN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS, OR CANADA BY ANY EMPLOYEE OF THE INSURED ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT BY THE INSURED IN THE STATE OF WASHINGTON OR ANY OF THE PROVINCES OF CANADA.

EXCLUSIONS.

THIS INSURANCE DOES NOT APPLY:

(A) TO LIABILITY ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT;

(B) TO LIABILITY ARISING OUT OF THE IMPOSITION OF PUNITIVE OR EXEMPLARY DAMAGES ON ACCOUNT OF BODILY INJURY TO OR DEATH OF ANY EMPLOYEE EMPLOYED IN VIOLATION OF LAW OR WITH RESPECT TO ANY EMPLOYEE EMPLOYED IN VIOLATION OF LAW WITH THE KNOWLEDGE OR ACQUIESCENCE OF THE INSURED OR AN EXECUTIVE OFFICER THEREOF.

(C) TO BODILY INJURY BY DISEASE UNLESS PRIOR TO 36 MONTHS AFTER THE END OF THE POLICY PERIOD WRITTEN CLAIM IS MADE OR SUIT IS BROUGHT AGAINST THE INSURED FOR DAMAGES BECAUSE OF SUCH INJURY OR DEATH RESULTING THEREFROM;

(D) TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSURER MAY BE HELD LIABLE UNDER ANY WORKMEN'S COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS, OR UNDER ANY SIMILAR LAW;

(E) TO BODILY INJURY; INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED BY A MASTER OR MEMBER OF THE CREW OF ANY VESSEL OR BY ANY EMPLOYEE OF THE INSURED IN THE COURSE OF ANY EMPLOYMENT SUBJECT TO THE UNITED STATES LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT, U.S. CODE (1946) TITLE 33, SECTIONS 901-49, OR THE FEDERAL EMPLOYERS' LIABILITY ACT, U.S. CODE (1946) TITLE 45, SECTIONS 51-60;

(F) TO LIABILITY OF THE INSURED TO ANY EMPLOYEE ARISING OUT OF THE LAWS OF THE STATE OF WASHINGTON OR THE PROVINCES OF CANADA, IF THE INSURED HAS FAILED TO COMPLY WITH THE REQUIREMENTS OF THE WORKMEN'S COMPENSATION LAW OR OCCUPATIONAL DISEASE LAW OF SUCH STATE OR PROVINCE OF CANADA.

2. PERSONS INSURED.

THE ORGANIZATION DESIGNATED IN THE DECLARATIONS AND ANY EXECUTIVE OFFICER, DIRECTOR OR STOCKHOLDER THEREOF WHILE ACTING WITHIN THE SCOPE OF HIS DUTIES AS SUCH.

3. LIMITS OF LIABILITY.

THE WORDS "DAMAGES BECAUSE OF BODILY INJURY BY ACCIDENT OR DISEASE, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM," INCLUDE DAMAGES FOR CARE AND LOSS OF SERVICES AND DAMAGES FOR WHICH THE INSURED IS LIABLE BY REASON OF SUITS OR CLAIMS BROUGHT AGAINST THE INSURED BY OTHERS TO RECOVER THE DAMAGES OBTAINED FROM SUCH OTHERS BECAUSE OF SUCH BODILY INJURY SUSTAINED BY EMPLOYEES OF THE INSURED ARISING OUT OF AND IN THE COURSE OF THEIR EMPLOYMENT. THE LIMIT OF THE COMPANY'S LIABILITY FOR EACH OCCURRENCE IS $500,000 FOR ALL DAMAGES BECAUSE OF BODILY INJURY BY ACCIDENT, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED BY ONE OR MORE EMPLOYEES IN ANY ONE OCCURRENCE. THE AGGREGATE LIMIT OF LIABILITY IS $500,000 FOR ALL DAMAGES BECAUSE OF BODILY INJURY BY DISEASE INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED BY ONE OR MORE EMPLOYEES OF THE INSURED IN ONE OR MORE OCCURRENCES.

ISSUED BY THE COMPANY PROVIDING THE INSURANCE AFFORDED BY THIS POLICY AS DESIGNATED ON THE DECLARATIONS PAGE MADE A PART HEREOF.

Wausau Insurance Companies
ADDITIONAL NAMED INSUREDS ENDORSEMENT

Invoice Number | Invoice Date | Amount Due $

Policy Number	Assn.	End No.	T	Producer	Alpha
2325 02 043267		1			

Named Insured and Address
NORTHWEST COOPERAGE CO., INC.

This Endorsement is effective 4 8 84 Audit Period and will terminate with the policy.
Policy Period: to 12:01 A.M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

It is agreed that the definition of "**Named Insured**" is amended to include as a **named insured** the person or organization designated below as an additional **named insured**, subject to the following provisions:

1. The **named insured** named in Item 1 of the declarations is authorized to act for such additional **named insured(s)** in all matters pertaining to this insurance, including receipt of notice of cancelation; and
2. Return premium, if any, and such dividends as may be declared by the company shall be paid to the **named insured** named in Item 1 of the declarations; and
3. The **named insured** named in Item 1 of the declarations shall pay the premium for the insurance afforded the additional **named insured** in accordance with the manual rules in use by the company; provided, that in the event of bankruptcy or insolvency of the **named insured** named in Item 1 of the declarations, each additional **named insured** shall be responsible for and shall pay to the company the premium for the insurance afforded such additional **named insured**.
4. Nothing contained herein shall affect any right of recovery as a claimant which the additional **named insured** would have if not designated as such.
5. The insurance applies with respect to the business operations of the additional **named insured(s)** in the states to which this policy applies.
6. The **named insured** named in Item 1 of the declarations declares that all firms named in the policy as **named insureds** or as additional **named insureds** are owned or financially controlled by the same interests.

Names of Additional Named Insureds

SEE ATTACHED

All other provisions and conditions remain unchanged.
Issued by the company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

NORTHWEST COOPERAGE CO., INC. 2325 02 043267
ENDORSEMENT #1 CONTINUED

1. AMERICAN BAG AND SALVAGE CO., INC.

2. JACK & LOUISE TROTSKY, INDIVIDUALLY

3. HERMAN & JACQUALINE TROTSKY, INDIVIDUALLY

4. LORRAINE TROTSKY, INDIVIDUALLY

ANY CORPORATION OR OTHER BUSINESS ORGANIZATION IN WHICH THE NAMED INSURED NAMED IN ITEM 1 OF THE DECLARATIONS ACQUIRES DURING THE POLICY PERIOD AN OWNERSHIP INTEREST OF AT LEAST 51% AND WHICH IS DOMICILED WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS OR CANADA.

Wausau Insurance Companies

DEDUCTIBLE LIABILITY INSURANCE ENDORSEMENT

Policy Number	Assn.	End. No.	T	Producer	Alpha Code
2325 02 043267		2			

Named Insured and Address
NORTHWEST COOPERAGE CO., INC.

Audit Period

This Endorsement is effective 4 8 84 and will terminate with the policy.
Policy Period: to 12:01 A.M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
(X) COMPREHENSIVE GENERAL LIABILITY INSURANCE
( ) COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
( ) MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
( ) OWNERS' LANDLORDS' AND TENANTS' LIABILITY INSURANCE
( ) OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE

SCHEDULE

Coverage	Amount and Basis of Deductible	
Bodily Injury Liability	$	per claim
	$	per occurrence
Property Damage Liability	$ 250	per claim
	$	per occurrence

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss however caused):—

(M) 7-81 PRTD. USA
560-632

DEDUCTIBLE LIABILITY INSURANCE ENDORSEMENT (Continued)

It is agreed that:

1. The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the **insured**, applies only to the amount of damages in excess of any deductible amounts stated in the schedule above as applicable to such coverages, and the limit of liability shown in this policy as being applicable to "each **occurrence**" for such coverages shall be reduced by the amount of such deductible. The limit of liability shown in this policy as "aggregate", if any, for such coverages shall not be reduced by the application of such deductible amount.
2. The deductible amounts stated in the schedule apply as follows:
   (a) **PER CLAIM BASIS** — if the deductible is on a "per claim" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of **bodily injury** sustained by one person, or to all **property damage** sustained by one person or organization, as the result of any one **occurrence**.
   (b) **PER OCCURRENCE BASIS** — if the deductible is on a "per **occurrence**" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of all **bodily injury** or **property damage** as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain damages because of that **occurrence**.
3. The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the **insured's** duties in the event of an **occurrence** apply irrespective of the application of the deductible amount.
4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the **named insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

All other provisions and conditions remain unchanged.
Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

Wausau Insurance Companies

ENDORSEMENT

Invoice Number:	Invoice Date:				Amount Due $	
Policy Number	Assn.	End. No.	T	Producer		Alpha
2325 02 043267		3				

Named Insured and Address
Northwest Cooperage Co., Inc.

This Endorsement is effective	4 8 84	Audit Period: and will terminate with the policy.
Policy Period:	to	12:01 A.M., standard time at the address of the named insured as stated herein.
Invoice/Rating Period:	to	

This endorsement is applicable to all insurance afforded by the policy.

NOTICE OF OCCURRENCE ENDORSEMENT

It is agreed that paragraph (a) of the condition entitled "Insured's Duties in the Event of Occurrence, Claim or Suit" is amended to read:

Insured's Duties in the Event of Occurrence, Claim or Suit

(a) In the event of an occurrence written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the named insured to the company or any of its authorized agents as soon as practicable after the named insured's insurance manager or other person designated by the named insured for that purpose has actual knowledge of the occurrence.

G5912-I

All other provisions and conditions remain unchanged.
Issued by the company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

Wausau Insurance Companies

ENDORSEMENT

Invoice Number: Invoice Date:

Policy Number	Assn.	End. No.	T	Producer	Amount Due
2325 02 043267		4			$

Named Insured and Address
NORTHWEST COOPERAGE CO., INC.

Alpha Code:

Audit Period:

This Endorsement is effective 4 8 84 and will terminate with the policy.
Policy Period: to 12:01 A.M., standard time at the address of the named insured as stated herein.
Invoice/Rating Period: to

CANCELATION BY COMPANY ENDORSEMENT

IT IS AGREED THAT THE CANCELATION CONDITION OF THE POLICY IS AMENDED TO PROVIDE THAT, WITH RESPECT TO CANCELATION BY THE COMPANY FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE EFFECTIVE DATE OF CANCELATION SHALL BE NOT LESS THAN 60 DAYS AFTER THE MAILING OF NOTICE THEREOF.

1030A

All other provisions and conditions remain unchanged.
Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

Wausau Insurance Companies
BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

Invoice Number | Invoice Date | Amount Due $

Policy Number	Assn.	End. No.	T	Producer	Alpha Code
2325 02 043267		5			

Named Insured and Address
NORTHWEST COOPERAGE CO., INC.

Audit Period

This Endorsement is effective 4 8 84 and will terminate with the policy.
Policy Period: to 12:01 A.M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

I. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of **incidental contract** is extended to include any oral or written contract or agreement relating to the conduct of the **named insured's** business.

(B) The insurance afforded with respect to liability assumed under an **incidental contract** is subject to the following additional exclusions:

(1) to **bodily injury** or **property damage** for which the **insured** has assumed liability under any **incidental contract**, if such injury or damage occurred prior to the execution of the **incidental contract**;

(2) if the Insured is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of the rendering of or the failure to render professional services by such **insured**, including

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

(b) supervisory, inspection or engineering services;

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

(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

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

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

(5) to **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; but this exclusion does not apply to sidetrack agreements.

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

(D) The following additional condition applies:

Arbitration

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

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of **personal injury** or **advertising injury** to which this insurance applies, sustained by any person or organization and arising out of the conduct of the **named insured's** business, within the **policy territory**, and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

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

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

(3) to **personal injury** or **advertising injury** arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the **named insured** was made prior to the effective date of this insurance;

(4) to **personal injury** or **advertising injury** arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the **insured** with knowledge of the falsity thereof;

(5) to **personal injury** or **advertising injury** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in the declarations of the policy as a **named insured**;

(6) to **advertising injury** arising out of

(a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

(b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or

(c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) with respect to **advertising injury**

(a) to any **insured** in the business of advertising, broadcasting, publishing or telecasting, or

(b) to any injury arising out of any act committed by the **insured** with actual malice.

(C) Limits of Liability

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

(D) Additional Definitions

"**Advertising Injury**" means injury arising out of an offense committed during the policy period occurring in the course of the **named insured's** advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"**Personal Injury**" means injury arising out of one or more of the following offenses committed during the policy period:

1. false arrest, detention, imprisonment, or malicious prosecution;
2. wrongful entry or eviction or other invasion of the right of private occupancy;
3. a publication or utterance

(a) of a libel or slander or other defamatory or disparaging material, or

(b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the **named insured** shall not be deemed **personal injury**.

III. PREMISES MEDICAL PAYMENTS COVERAGE

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

This insurance does not apply:

(A) to **bodily injury**

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

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

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

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

(2) arising out of

(a) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(b) the operation or use of any snowmobile or trailer designed for use therewith;

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

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

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

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

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

(B) to **bodily injury**

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

(2) arising out of operations performed for the **named insured** by independent contractors other than

(a) maintenance and repair of the **insured premises** or

(b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage

(a) in violation of any statute, ordinance or regulation,

(b) to a minor,

(c) to a person under the influence of alcohol, or

(d) which causes or contributes to the intoxication of any person,

if the **named insured** is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the **named insured** is such an owner or lessor;

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

(C) to **bodily injury**

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

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

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

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

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

(6) if the **named insured** is a club, to any member of the **named insured**;

(7) if the **named insured** is a hotel, motel, or tourist court, to any guest of the **named insured**.

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

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is $1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of **bodily injury** liability stated in the policy as applicable to "each **occurrence**".

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

ADDITIONAL DEFINITIONS

When used herein:

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

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

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

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

IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the **insured** or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the **named insured's** business, provided the **named insured** is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

V. FIRE LEGAL LIABILITY COVERAGE — REAL PROPERTY

With respect to **property damage** to structures or portions thereof rented to or leased to the **named insured**, including fixtures permanently attached thereto, if such **property damage** arises out of fire;

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the **insured** under any contract or agreement.

(B) The limit of **property damage** liability as respects this Fire Legal Liability Coverage — Real Property is $50,000 each **occurrence** unless otherwise stated in the Schedule of this endorsement.

(C) The Fire Legal Liability Coverage — Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the **insured**, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for **property damage** liability applies, subject to the following additional provisions:

A. Exclusions (k) and (o) are replaced by the following:

(1) to property owned or occupied by or rented to the **insured**, or, except with respect to the use of **elevators**, to property held by the **insured** for sale or entrusted to the **insured** for storage or safekeeping,

(2) except with respect to liability under a written sidetrack agreement or the use of **elevators**

(a) to property while on premises owned by or rented to the **insured** for the purpose of having operations performed on such property by or on behalf of the **insured**,

(b) to tools or equipment while being used by the **insured** in performing his operations,

(c) to property in the custody of the **insured** which is to be installed, erected or used in construction by the **insured**,

(d) to that particular part of any property, not on premises owned by or rented to the **insured**,

(i) upon which operations are being performed by or on behalf of the **insured** at the time of the **property damage** arising out of such operations, or

(ii) out of which any **property damage** arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the **insured**;

(3) with respect to the **completed operations hazard** and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to **property damage** to work performed by the **named insured** arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith,

B. The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the **insured**, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of **bodily injury** is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

(A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

(B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

(1) **expenses** incurred by the **insured** for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly; or

(2) any **insured** engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

(3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the **named insured** nor being used to carry persons or property for a charge.

Where the **insured** is irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of **policy territory** is amended to include the following:

4. Anywhere in the world with respect to **bodily injury, property damage, personal injury** or **advertising injury** arising out of the activities of any **insured** permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4. above shall not apply:

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

(b) to premises medical payments coverage.

X. ADDITIONAL PERSONS INSURED

As respects **bodily injury, property damage** and **personal injury** and **advertising injury** coverages, under the provision "Persons Insured", the following are added as **insured**:

(A) Spouse — Partnership — If the **named insured** is a partnership, the spouse of a partner but only with respect to the conduct of the business of the **named insured.**

(B) Employee — Any employee (other than executive officers) of the **named insured** while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

(1) to **bodily injury** or **personal injury** to another employee of the **named insured** arising out of or in the course of his employment;

(2) to **personal injury** or **advertising injury** to the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;

(3) to **property damage** to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the **named insured**, or by the **named insured** or, if the **named insured** is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

XI. EXTENDED BODILY INJURY COVERAGE

The definition of **occurrence** includes any intentional act by or at the direction of the **insured** which results in **bodily injury**, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE — NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word **insured** shall include as **named insured** any organization which is acquired or formed by the **named insured** and over which the **named insured** maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to **bodily injury**, **property damage**, **personal injury** or **advertising injury** with respect to which such new organization under this policy is also an **insured** under any other similar liability or indemnity policy or would be an **insured** under any such policy but for exhaustion of its limit of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the **named insured**.

SCHEDULE

Personal Injury and Advertising Injury Liability

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein.

Limit of Liability $ _____ Aggregate.

Limit of Liability — *Premises Medical Payments Coverage:*
$1,000 each person unless otherwise indicated herein $ _____ each person.

Limit of Liability — Fire Legal Liability Coverage:
$50,000 per occurrence unless otherwise indicated herein $ _____ per occurrence.

Premium Basis

10 % OF THE TOTAL COMPREHENSIVE GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED

Item No. Code No.

Estimated Annual Premium
BI $ PD $

Advance Premium
$

INCLUDED IN COMPOSITE

All other provisions and conditions remain unchanged.
Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

Wausau Insurance Companies

ENDORSEMENT

Invoice Number: Invoice Date:

Policy Number	Assn.	End. No.	T	Producer	Amount Due
2325 02 043267		6			$

Named Insured and Address

NORTHWEST COOPERAGE CO., INC.

Alpha Code:

Audit Period:

This Endorsement is effective 4 8 84 and will terminate with the policy.

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

Invoice/Rating Period: to

AMENDED LIMITS OF LIABILITY ENDORSEMENT
(Aggregate Limits for Property Damage - CGL)

It is agreed that the Comprehensive General Liability Insurance Coverage Part is amended as follows:

Subparagraph (1) of the "Limits of Liability" provision is replaced by the following:

1. All property damage to which this policy applies except property damage included in subparagraph (2) or (3) below:

G5726A

All other provisions and conditions remain unchanged.

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

Wausau Insurance Companies
EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT

Invoice Number | Invoice Date | Amount Due $

Policy Number: 2325 02 043267 | Assn. | End No. 7 | T | Producer | Alpha Code

Named Insured and Address
NORTHWEST COOPERAGE CO., INC.

CLAIMS MADE BASIS

Audit Period

This Endorsement is effective 4 8 84 and will terminate with the policy.
Policy Period: to 12:01 A.M., standard time at the address of the named insured as stated herei

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

I. **Employee Benefits Liability Coverage.** The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of loss sustained by any employee or former employee of the **named insured**, or by the estate, heirs, legal representatives, beneficiaries or assigns of any such employee or former employee, arising out of any act, error or omission occurring in the **administration** of the **named insured's employee benefits program**; and the company shall have the right and duty to defend any suit against the **insured** seeking such damages, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to any loss or claim arising out of

(1) discrimination;

(2) libel, slander or humiliation; or

(3) any dishonest, fraudulent, criminal or malicious act;

(b) to any loss or claim arising out of **bodily injury**, or injury to the feelings or reputation of any person, including any mental injury, or injury to or destruction of tangible property, including the loss of use thereof;

(c) to any loss or claim arising out of failure of performance of any contract by an insurer;

(d) to any loss or claim based upon the **insured's** failure to comply with any law concerning workers compensation, unemployment compensation, social security, or disability benefits;

(e) to any loss or claim based upon

(1) failure of stock or other investments to perform as represented by the **insured**;

(2) advice on whether to participate or not participate in any stock subscription plan;

(3) the investment or noninvestment of funds;

(4) financial failure of any plan or program included in the **named insured's employee benefit program**.

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

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

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

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

(d) Any employee of the **named insured** authorized to act in the **administration** of the **named insured's employee benefits program**, while acting within the scope of his duties in connection therewith;

provided that the insurance shall not apply to any person included as a fiduciary under the Employee Retirement Income Security Act of 1974, including any amendments and regulations relating thereto, while acting in his capacity as such.

This insurance does not apply to loss 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 policy as a **named insured**.

III. **Limits of Liability; Deductible.** The limit of liability stated in the schedule of this endorsement as applicable to "each claim" is the limit of the company's liability for all damages included in each claim to which this insurance applies; provided that the term "each claim" includes all claims on account of any loss or losses sustained by any one employee or former employee and the estate, heirs, legal representatives, beneficiaries or assigns of such employee or former employee, as the result of any act, error or omission or combination of related acts, errors or omissions.

Subject to the foregoing provision respecting the limit of liability for "each claim," the limit of liability stated in the schedule as "aggregate" is the total limit of the company's liability for all damages because of all losses under this insurance.

The amount shown in the schedule of this endorsement as the "deductible amount" shall be deducted from the total amount of all sums which the **insured** shall become legally obligated to pay as damages on account of each claim, and the company shall be liable only for the difference between such deductible amount and the applicable limit of liability. The terms of the policy and this endorsement, including those with respect to notice of claims, suits, acts, errors and omissions, apply irrespective of the application of the deductible amount. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the **named insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

IV. **Endorsement Period; Territory.** The insurance applies only to loss for which claim is made against the **insured** within the United States of America, its territories or possessions, or Canada, during the endorsement period, provided that with respect to any such claims arising out of acts, errors or omissions occurring prior to the effective date of this endorsement, the insurance applies only if on the effective date of this endorsement the **insured** did not have knowledge of such prior occurrences or any other circumstances that he knew or ought reasonably to have known might result in a claim under this insurance.

If during this endorsement period the **insured** becomes aware of any occurrences or circumstances which might result in a claim or claims under this insurance, and notice thereof is given to the company as soon as practicable, in accordance with Condition 4 (a) of the policy, it is agreed that any subsequent claim arising out of such occurrences or circumstances, whether made during or after the expiration of this endorsement period, shall be treated as a claim made during this endorsement period.

V. **Additional Definitions.** When used in reference to this insurance

"administration" means

(1) providing interpretations and giving counsel to employees of the **named insured** regarding the **named insured's employee benefits program;**

(2) handling records in connection with the **named insured's employee benefits program;**

(3) effecting the enrollment, termination or cancelation of employees under the **named insured's employee benefits program;**

but does not include any act, error or omission of any person, acting in the capacity of a fiduciary under the Employee Retirement Income Security Act of 1974, including any amendments and regulations relating thereto.

"employee benefits program" means any of the following employee benefit plans and programs maintained for the benefit of the **named insured's** employees or former employees:

(1) group life insurance, group accident and health insurance, employee pension plans, employee stock subscription plans, profit-sharing plans, workers compensation, unemployment compensation, social security and disability benefits insurance;

(2) any employee benefit plan or program described in the schedule of this endorsement;

(3) any other employee benefit plan or program added to the **named insured's employee benefits program** after the effective date of this endorsement provided that written notice thereof is given to the company within 30 days after the effective date thereof.

VI. **Additional Conditions.**

Notice of Claim, Suit, Act, Error or Omission. If any claim is made against the **insured** or if the **insured** shall learn of any occurrences or circumstances which might result in a claim hereunder, written notice shall be given by or on behalf of the **insured** as soon as practicable in accordance with the requirements of Condition 4 (a) of the policy.

EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT (Continued)

SCHEDULE

Named Insured NORTHWEST COOPERAGE CO., INC. Policy Number 2325 02 043267

1. Limits of Liability

$ 500,000 each claim

$ 500,000 aggregate

2. Deductible

$ 1,000 each claim

3. Pursuant to subdivision (2) of the definition of "**employee benefits program,**" the definition of "**employee benefits program**" also includes the following:

4. Premium.

Item No.	Code No.	No. of Employees	Estimated Premium
		50	$ INCLUDED IN COMPOSITE

All other provisions and conditions remain unchanged.
Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

Wausau Insurance Companies

WATERCRAFT COVERAGE

Invoice Number | Invoice Date | Amount Due $

Policy Number | Assn. | End. No. | T | Producer | Alpha Code

2325 02 043267 | 8

Named Insured and Address

NORTHWEST COOPERAGE CO., INC.

Audit Period

This Endorsement is effective 4 8 84 and will terminate with the policy.

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

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

(X) COMPREHENSIVE PERSONAL INSURANCE

( ) FARMER'S COMPREHENSIVE PERSONAL INSURANCE

It is agreed that exclusion (d) does not apply with respect to the ownership, maintenance or use, including loading and unloading, of the watercraft designated below, but the insurance with respect to such watercraft does not apply:

(a) to bodily injury to any employee of the insured arising out of or in the course of his employment by the insured, if such employee's principal duties are in connection with the maintenance or use of said watercraft; or

(b) while said watercraft is used to carry persons for a charge or is rented to others.

Designation of Watercraft:	Item No.	Code No.	Premium Basis Number	BI Rate Each	BI Premium
WATERCRAFT-PRIVATE PASSENGER INBOARD MOTOR BOATS AND SAILBOATS OVER 40 FT. UNDER 16 MPH			1	INCLUDED IN COMPOSITE RATE	

All other provisions and conditions remain unchanged.

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

Wausau Insurance Companies

ENDORSEMENT

Invoice Number:		Invoice Date:			Amount Due $	
Policy Number	Assn.	End. No.	T	Producer		Alpha
2325 02 043267		9				

Named Insured and Address

Northwest Cooperage Co., Inc.

This Endorsement is effective 4 8 84

Policy Period:

Invoice/Rating Period:

Audit Period:

and will terminate with the policy.

12:01 A.M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

(X) COMPREHENSIVE PERSONAL INSURANCE
( ) FARMER'S COMPREHENSIVE PERSONAL INSURANCE

AMENDMENT OF COMPREHENSIVE PERSONAL INSURANCE ENDORSEMENT

It is agreed that:

1. The "Persons Insured" provision is amended to provide that with respect to the insurance afforded under this Coverage Part, the term "Named Insured" means only person named below in the schedule headed "Named Insureds for Comprehensive Personal Insurance".

2. The named insured named in item 1 of the declarations (herein called the "primary insured") is authorized to act for such named insureds named below in all matters pertaining to this insurance, including receipts of notice of cancelation.

3. Return premium, if any, and such dividends as may be declared by the company shall be paid to the primary insured.

4. The primary insured shall pay the premium for the insurance afforded under said coverage part in accordance with the manual rules in use by the company.

5. Nothing contained herein shall affect any right of recovery as a claimant which any insured named in the schedule below would have if not designated as an insured.

G5715

(M) 15-62-1 883 PRTD. USA

NAMED INSUREDS FOR COMPREHENSIVE PERSONAL INSURANCE

Jack & Louise Trotsky
2069 41 St. E.
Seattle, WA

Herman & Jacqualine Trotsky
2818 140th NE
Bellevue, WA

Lorraine Trotsky
6819 51 St. NE
Seattle, WA

G5715

All other provisions and conditions remain unchanged.
Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

Wausau Insurance Companies

AMENDATORY ENDORSEMENT

Policy Number	Assn.	End No.	T	Producer	Alpha
2325 02 043267		10			

Named Insured and Address
NORTHWEST COOPERAGE CO., INC.

This Endorsement is effective 4 8 84 Audit Period
Policy Period: to 12:01 A.M., and will terminate with the policy. standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

(X) COMPREHENSIVE GENERAL LIABILITY INSURANCE
( ) MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
( ) OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
( ) OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
( ) STOREKEEPERS INSURANCE

It is agreed that the exclusion relating to **bodily injury** to any employee of the **insured** is deleted and replaced by the following:

This insurance does not apply:

(i) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** for which the **insured** may be held liable as an employer or in any other capacity;

(ii) to any obligation of the **insured** to indemnify or contribute with another because of damages arising out of the **bodily injury**; or

(iii) to **bodily injury** sustained by the spouse, child, parent, brother or sister of an employee of the **insured** as a consequence of **bodily injury** to such employee arising out of and in the course of his employment by the **insured**;

This exclusion applies to all claims and suits by any person or organization for damages because of such **bodily injury** including damages for care and loss of services.

This exclusion does not apply to liability assumed by the **insured** under an **incidental contract**.

All other provisions and conditions remain unchanged.
Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

Wausau Insurance Companies

ADDITIONAL INSUREDS ENDORSEMENT (Limited)

Invoice Number | Invoice Date | Amount Due $

Policy Number	Assn.	End. No.	T	Producer	Alpha Code
2325 02 043267	00	11	2	5358 FRED S. JAMES	NO

Named Insured and Address

NORTHWEST COOPERAGE CO., INC.
(SEE ENDORSEMENT #1)
7152 FIRST AVE. S.
SEATTLE, WA 98108

Audit Period ANNUALLY

This Endorsement is effective 4 8 84 and will terminate with the policy.
Policy Period: 4 8 84 to 4 8 85 12:01 A.M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below as an additional insured, subject to the following provisions:

(1) The insurance applies only with respect to liability of the additional insureds arising out of OPERATIONS OF THE NAMED INSURED

(2) The named insured is authorized to act for such additional insureds in all matters pertaining to this insurance, including receipt of notice of cancelation; and

(3) Return premium, if any, and such dividends as may be declared by the company shall be paid to the named insured.

(4) Nothing contained herein shall affect any right of recovery as a claimant which the additional insured would have if not designated as such.

Names of Additional Insureds

ANY INDIVIDUAL, FIRM OR CORPORATION THAT THE INSURED HAS CONTRACTED TO PROTECT AS EVIDENCED BY CERTIFICATES OF INSURANCE ON FILE WITH THE COMPANY

All other provisions and conditions remain unchanged.
Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

Apparently
Broker's
Copy
of
Policy

Wausau Insurance Companies

COMBINATION CASUALTY POLICY

Policy Number
2325 02 043257

Item 1. Named Insured and Address
NORTHWEST COOPERAGE CO., INC.
(SEE ENDORSEMENT #1)
7152 FIRST AVE. S.
SEATTLE, WA 98108

Item 2. Policy Period: 4 8 84 to 4 8 85

PLEASE READ YOUR POLICY

THIS POLICY IS NONASSESSABLE

MUTUALS-MEMBERSHIP AND VOTING NOTICE: The insured 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
(Herein called the company)

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

COVERAGES

The insurance afforded by this policy is only with respect to such Coverages as are indicated by specific premium charge or charges in the appropriate Coverage Schedule or Schedules of the Coverage Part or Parts attached to and hereby made a part of this policy.

SUPPLEMENTARY PAYMENTS

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

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

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation

Policy Number
2325 02 043267

Item 1. Named Insured and Address

NORTHWEST COOPERAGE CO., INC.
(SEE ENDORSEMENT #1)
7152 FIRST AVE. S.
SEATTLE, WA 98108

Insured is: CORPORATION

Adjustment of premium shall be made: ANNUALLY

Business of Insured is:

Item 2. Policy Period: 4 8 84 to 4 8 85 12:01 A.M., standard time at address of the named insured as stated herein.

3. The insurance afforded is only with respect to such Coverages as are indicated by specific premium charge or charges in the appropriate Coverage Schedule or Schedules of the Coverage Part or Parts attached to this policy. The limit of the company's liability against each such coverage shall be as stated in the appropriate Coverage Schedule or Schedules for the Coverage Part or Parts attached to this policy.

SUMMARY OF INSURANCE AND PREMIUM CHARGES	PREMIUM CHARGES
COMPREHENSIVE GENERAL LIABILITY INSURANCE	$ 4,797
COMPREHENSIVE PERSONAL LIABILITY INSURANCE	INCLUDED IN COMPOSITE
EMPLOYERS LIABILITY INSURANCE	INCLUDED IN COMPOSITE
Endorsements	$
ESTIMATED ANNUAL PREMIUM $4,797	Amount Due $ 4,797

Renewed By: CA01716

Coverage Parts 560-4-1.1;560-7-1;HO SPECIAL 8-74

Issued by:

(X) EMPLOYERS INSURANCE OF WAUSAU A Mutual Company
Attached to Form 60-1.1 and Coverage Parts shown above.

( ) ILLINOIS EMPLOYERS INSURANCE OF WAUSAU
Attached to Form J60-1.1 and Coverage Parts shown above.

( ) WAUSAU UNDERWRITERS INSURANCE COMPANY
Attached to Form W60-1 and Coverage Parts shown above.

( ) WORLDWIDE UNDERWRITERS INSURANCE COMPANY
Attached to Form W60-1 and Coverage Parts shown above.

Enclosures

Countersigned by _____
Authorized Company Representative

Bur.

arising out of the use of any ve. .ie to which this policy applies, not to exceed $250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"policy territory" means:

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

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

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

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

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

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

CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Cancelation** This policy may be canceled by the named 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 named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancelation shall be effective. 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 named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time 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.

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

13. **Mutual Policy Conditions.** PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY. No Contingent Liability: This policy is nonassessable. The policyholder is a member of the company and shall participate, to the 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, the 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. [illegible]
President

'CLEAR ENERGY LIABILITY EXCLUSION ENDOR ENT
(Broad Form)

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

It is agreed that:

I. The policy 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 or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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

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

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

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

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

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

II. As used in this endorsement:

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

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

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

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

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

"nuclear facility" means

(a) any **nuclear reactor**,

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

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

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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

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

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

All other provisions and conditions remain unchanged.
Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

Wausau Insurance Companies

COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

Named Insured NORTHWEST COOPERAGE CO., INC.

Policy Number 2325 02 043267

COVERAGE SCHEDULE

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

COVERAGES	LIMITS OF LIABILITY Each Occurrence	Aggregate	ADVANCE PREMIUM
A Bodily Injury Liability	$ 500,000	$ 500,000	$ 2,779
B Property Damage Liability	$ 100,000	$ 100,000	$ 2,018
Total Advance Premium			$ 4,797

2. The declarations are completed on the accompanying schedule(s) designated "General Liability Hazards".
3. The locations of all premises owned by, rented to or controlled by the named insured and the part occupied by named insured are shown on the accompanying schedule(s).
4. Interest of named insured in such premises: Owner ☒; Tenant ☐; General Lessee ☐.
5. The accompanying schedule(s) discloses(s) all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

COVERAGES

I COVERAGE A–BODILY INJURY LIABILITY

COVERAGE B–PROPERTY DAMAGE LIABILITY

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

Coverage A. bodily injury or

Coverage B. property damage

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

Exclusions

This insurance does not apply:

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

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

(c) to bodily injury or property damage arising out of
(1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or
(2) the operation or use of any snowmobile or trailer designed for use therewith;
(i) owned or operated by or rented or loaned to any insured, or
(ii) operated by any person in the course of his employment by any insured;

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

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

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

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

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

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

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

(k) to property damage to
(1) property owned or occupied by or rented to the insured,
(2) property used by the insured, or

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

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

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

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

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

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

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

II. PERSONS INSURED

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

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

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

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

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

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

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

III. LIMITS OF LIABILITY

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

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

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

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

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

(1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;

(2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

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

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

IV. POLICY TERRITORY

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

GENERAL LIABILITY HAZARDS

Named Insured: NORTHWEST COOPERAGE CO., INC.

Policy No. 2325 02 043267 Schedule No. 1

Description of Hazards (Show Summary of Premium When Applicable)	Item No.	Code Number	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Estimated Premiums: Bodily Injury	Estimated Premiums: Property Damage
			(a) Area (Sq. Ft.) (b) Frontage (c) Payroll (d) Total Cost Per Project (e) Receipts	(a) Per 100 sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Payroll (d) Per $100 of Total Cost Per Project (e) Per $1,000 of Receipts			
---GENERAL LIABILITY--- (COMPOSITE RATED)			E	E	E		
ALL OTHER (PREMISES & OPERATIONS, OCP, EMPLOYERS LIABILITY, G222; EMPLOYEE BENEFITS, CPL)	1	20050 (324)	3,965,000	.332	.158	1,316	626
PRODUCTS & COMPLETED OPERATIONS	2	20050 (324)	3,965,000	.369	.351	1,463	1,392

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CC REHENSIVE PERSONAL INSURANCE COVERAGE PART

Named Insured NORTHWEST COOPERA CO., INC.
Policy Number 2325 02 043267

COVERAGE SCHEDULE

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

COVERAGES	LIMITS OF LIABILITY		PREMIUM
L. Personal Liability	$ 500,000	each occurrence	$ INCLUDED IN COMPOSITE
M. Personal Medical Payments	$ 500	each person	
	$ 25,000	each accident	
N. Physical Damage to Property	$ 250	each occurrence	

Additional Charges—Coverages L and M			Rate	Premium Bases	
Outboard Motors	Horsepower	Owner (if not Named Insured)			
Motor A			$	Per Motor or Combination	$
Motor B			$		$
Motor C			$		$
Total Premium					$

2. The principal residence premises are located at the address shown in Item 1 of the declarations, unless otherwise stated herein:
SEE ENDORSEMENT #9

3. (a) The principal residence premises designated above are the only premises where the named insured or spouse maintains a residence; (b) No business pursuits or farming are conducted at the premises; (c) There are no elevators at the premises; (d) No residence premises are rented to others. Exceptions, if any, to (a), (b), (c) or (d):

4. The number of full time residence employees is not more than two, unless otherwise stated herein:

COVERAGES

1. COVERAGE L—PERSONAL LIABILITY

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

Exclusions

This coverage does not apply:

(a) to bodily injury or property damage arising out of any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, but this exclusion does not apply to bodily injury sustained by any residence employee arising out of and in the course of his employment by the insured;

(b) to bodily injury or property damage arising out of (1) business pursuits of any insured except activities therein which are ordinarily incident to non-business pursuits or (2) the rendering of or failing to render professional services;

(c) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:

(1) any aircraft; or

(2) any motor vehicle owned or operated by, or rented or loaned to any insured; but this subdivision (2) does not apply to bodily injury or property damage occurring on the insured premises if the motor vehicle is not subject to motor vehicle registration because it is used exclusively on the insured premises or kept in dead storage on the insured premises; or

(3) any recreational motor vehicle owned by any insured if the bodily injury or property damage occurs away from the insured premises; but this subdivision (3) does not apply to golf carts while used for golfing purposes.

This exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft;

(d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:

(1) owned by or rented to any insured if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or

(2) powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any insured at the inception of this policy and not declared in the schedule, unless the insured reports in writing to this company within 45 days after acquisition his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the policy period.

This exclusion does not apply to (a) bodily injury or property damage occurring on the insured premises or (b) bodily injury to any residence employee arising out of and in the course of his employment by any insured;

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

(f) to liability assumed by the insured under any contract or agreement not in writing or under any contract or agreement in connection with business pursuits or professional services of the insured or in connection with property damage included within the fire hazard;

(g) to bodily injury or property damage with respect to which an insured under this insurance is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear

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Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;

(h) to bodily injury to any person, including a residence employee, if the insured has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided by the insured under any workmen's compensation or occupational disease law;

(i) to sickness or disease of any residence employee unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages because of such sickness or disease or death resulting therefrom;

(j) to property damage to

(1) property owned by the insured or

(2) property occupied or used by the insured or rented to or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but part (2) of this exclusion does not apply to property damage included within the fire hazard;

(k) to bodily injury to any employee, other than a residence employee, of any insured arising out of and in the course of his employment by any insured in connection with the construction of one or two family dwelling;

(l) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

II. COVERAGE M–PERSONAL MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury (a) is sustained while on the insured premises with the permission of any insured or (b) is sustained elsewhere and (1) arises out of a condition in the insured premises or the ways immediately adjoining or (2) is caused by any insured, by any residence employee in the course of his employment by an insured, or by any animal owned by or in the care of any insured or (3) is sustained by any residence employee and arises out of and in the course of his employment by any insured.

Exclusions

This coverage does not apply:

(a) to bodily injury arising out of any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, but this exclusion does not apply to bodily injury sustained by any residence employee arising out of and in the course of his employment by any insured;

(b) to bodily injury arising out of (1) business pursuits of any insured except activities therein which are ordinarily incident to non-business pursuits or (2) the rendering of or failing to render professional services;

(c) to bodily injury arising out of the ownership, maintenance, operation, use, loading or unloading of:

(1) any aircraft; or

(2) any motor vehicle owned or operated by, or rented or loaned to any insured; but this subdivison (2) does not apply to bodily injury occurring on the insured premises if the motor vehicle is not subject to motor vehicle registration because it is used exclusively on the insured premises or kept in dead storage on the insured premises; or

(3) any recreational motor vehicle owned by any insured, if the bodily injury occurs away from the insured premises; but this subdivision (3) does not apply to golf carts while used for golfing purposes.

This exclusion does not apply to bodily injury to any residence employee arising out of and in the course of his employment by any insured except while such employee is engaged in the operation or maintenance of aircraft;

(d) to bodily injury arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft:

(1) owned by or rented to any insured if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel (with or without auxiliary power) 26 feet or more in overall length; or

(2) powered by any outboard motor(s), singly or in combination of more than 25 total horsepower, if such outboard motor(s) is owned by any insured at the inception of this policy and not declared in the schedule, unless the insured reports in writing to this company within 45 days after acquisiton his intention to insure the outboard motor or combination of outboard motors, ownership of which was acquired prior to the policy period.

This exclusion does not apply to (a) bodily injury occurring on the insured premises or (b) bodily injury to any residence employee arising out of and in the course of his employment by any insured;

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

(f) to bodily injury to any person, including a residence employee, if any person or organization has a policy providing workmen's compensation or occupational disease benefits for such bodily injury or if benefits for such bodily injury are in whole or in part either payable or required to be provided under any workmen's compensation or occupational disease law;

(g) to bodily injury to (1) any insured under part (a) of "Persons Insured", (2) any person, other than a residence employee, regularly residing on any part of the insured premises or (3) any person while on the insured premises because business pursuits are conducted or professional services are rendered on the insured premises;

(h) to bodily injury to any employee, other than a residence employee, of any insured arising out of and in the course of his employment by any insured in connection with the construction of a one or two family dwelling;

(i) to bodily injury arising out of the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

III. COVERAGE N–PHYSICAL DAMAGE TO PROPERTY

The company will at its option either (a) pay for the actual cash value of property physically injured or destroyed during the policy period by any insured, or (b) repair or replace such property with other property of like quality and kind, but the limit of the company's liability under Coverage N for "each occurrence" shall not exceed the amount stated in the schedule.

Exclusions

This coverage does not apply to injury or destruction:

(a) of property owned by or rented to any insured, any tenant of any insured or any resident of the named insured's household;

(b) caused intentionally by any insured over twelve years old;

(c) arising out of (1) any act or omission in connection with premises (other than the insured premises) owned, rented or controlled by any insured, (2) business pursuits or professional services or (3) the ownership, maintenance, operation, use, loading or unloading of any self-propelled land vehicle, trailer or semi-trailer, farm machinery or equipment, aircraft or watercraft.

V. PERSONS INSURED

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

(a) the named insured and, if residents of the named insured's household, his spouse, the relatives of either, and any other person under the age of twenty-one in the care of any insured; but with respect to any animal, watercraft or vehicle, not owned by any such insured, only while using or having custody or possession of such animal, watercraft or vehicle with the permission of the owner;

(b) under Coverages L and M, with respect to animals or watercraft to which this insurance applies, owned by any insured, any person or organization legally responsible therefor, except a person or organization using or having custody or possession of any such animal or watercraft in the course of his business pursuits or without the permission of the owner;

(c) under Coverages L and M, with respect to any vehicle to which this insurance applies, any employee of any insured while engaged in the employment of the insured.

V. LIMITS OF LIABILITY

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

Coverage L—The limit of liability stated in the schedule as applicable to "each occurrence" is the total limit of the company's liability under Coverage L for all damages, including damages for care and loss of services, as the result of any one occurrence.

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

VI. POLICY PERIOD—COVERAGES L AND M

This insurance applies only to bodily injury or property damage which occurs during the policy period.

VII. ADDITIONAL DEFINITIONS

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

"business property" means (1) all premises, other than residence premises, maintained or used for conducting business pursuits, including farming, or furnishing professional services, (2) that portion of residence premises maintained or used for such purposes and (3) all premises, if the whole or any part thereof is rented to others or held for such rental by any insured, but the following shall not be considered as changing premises which are not otherwise business property into business property:
(a) the occasional rental or holding for rental of the residence premises,
(b) the rental or holding for rental of a part of the residence premises for dwelling purposes, unless for the accommodation of three or more roomers or boarders,
(c) the rental or holding for rental of car spaces or stalls in garages or stables on the insured premises,
(d) the rental or holding for rental of a part of the residence premises as an office, school or studio;

"fire hazard" includes property damage to any insured premises and to house furnishings therein if such property damage arises out of (1) fire, (2) explosion, or (3) smoke or smudge caused by sudden, unusual and faulty operation of any heating or cooking unit;

"insured premises" means (1) all residence premises and private approaches thereto, (2) all other premises and private approaches thereto for use of the named insured or his spouse in connection with the residence premises, (3) individual or family cemetery plots or burial vaults, (4) premises on which an insured is temporarily residing, if not owned by any insured and (5) vacant land, other than farm land, owned by or rented to any insured, including such vacant land on which a one or two family dwelling is being constructed by an insured for use as a residence by any insured or by an independent contractor for an insured; but insured premises does not include any business property;

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

"motor vehicle" 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, except while being towed by or carried on a motor vehicle, any of the following: utility, boat, camp or home trailer, recreational motor vehicle, crawler or farm type tractor, farm implement or, if not sucject to motor vehicle registration, any equipment which is designed for use principally off public roads;

"recreational motor vehicle" means (1) a golf cart or snowmobile, or (2) if not subject to motor vehicle registration, any other land motor vehicle designed for recreational use off public roads;

"residence employee" means an employee of any insured whose duties are in connection with the maintenance or use of the insured premises, including the performance of household or domestic services, or who performs elsewhere duties of a similar nature not in connection with any insured's business pursuits;

"residence premises" means (1) a one or two family dwelling where the named insured or his spouse maintains a residence or (2) that portion of any other building occupied by the named insured or his spouse as a residence.

VIII. ADDITIONAL CONDITIONS

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

B. Insured's Duties When Loss Occurs—Coverage N. When loss occurs, the insured shall give written notice as soon as practicable to the company or any of its authorized agents, file sworn proof of loss with the company within ninety-one days after the occurrence of loss, exhibit the damaged property, if within his control, and cooperate with the company in all matters pertaining to the loss or claims with respect thereto.

C. Excess Insurance—Coverage L. With respect to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, recreational motor vehicle or watercraft to which this insurance applies, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

IX. AMENDED CONDITION

When used in reference to this insurance Condition 9 "Assignment" is amended to include:
In the event of the death of the named insured such insurance as is afforded by this policy shall continue to apply to the deceased's spouse, as insured, if a resident of the insured premises at the time of such death and, with respect to any other persons described in paragraph (a) of the Persons Insured Provision, shall continue to apply, as insured, but only while such other person is a resident of the insured premises.

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

NORTHWEST COOPERAGE CO., INC. 2325 02 043267

EMPLOYERS' LIABILITY INSURANCE COVERAGE PART

LIMITS OF LIABILITY

EACH OCCURRENCE	AGGREGATE	PREMIUM
$500,000	$500,000	INCL. IN COMPOSITE

COVERAGE

1. COVERAGE AGREEMENT.

THE COMPANY WILL PAY ON BEHALF OF THE INSURED ALL SUMS WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES BECAUSE OF BODILY INJURY BY ACCIDENT OR DISEASE, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED IN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS, OR CANADA BY ANY EMPLOYEE OF THE INSURED ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT BY THE INSURED IN THE STATE OF WASHINGTON OR ANY OF THE PROVINCES OF CANADA.

EXCLUSIONS.

THIS INSURANCE DOES NOT APPLY:

(A) TO LIABILITY ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT;

(B) TO LIABILITY ARISING OUT OF THE IMPOSITION OF PUNITIVE OR EXEMPLARY DAMAGES ON ACCOUNT OF BODILY INJURY TO OR DEATH OF ANY EMPLOYEE EMPLOYED IN VIOLATION OF LAW OR WITH RESPECT TO ANY EMPLOYEE EMPLOYED IN VIOLATION OF LAW WITH THE KNOWLEDGE OR ACQUIESCENCE OF THE INSURED OR AN EXECUTIVE OFFICER THEREOF.

(C) TO BODILY INJURY BY DISEASE UNLESS PRIOR TO 36 MONTHS AFTER THE END OF THE POLICY PERIOD WRITTEN CLAIM IS MADE OR SUIT IS BROUGHT AGAINST THE INSURED FOR DAMAGES BECAUSE OF SUCH INJURY OR DEATH RESULTING THEREFROM;

(D) TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSURER MAY BE HELD LIABLE UNDER ANY WORKMEN'S COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS, OR UNDER ANY SIMILAR LAW;

(E) TO BODILY INJURY; INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED BY A MASTER OR MEMBER OF THE CREW OF ANY VESSEL OR BY ANY EMPLOYEE OF THE INSURED IN THE COURSE OF ANY EMPLOYMENT SUBJECT TO THE UNITED STATES LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT, U.S. CODE (1946) TITLE 33, SECTIONS 901-49, OR THE FEDERAL EMPLOYERS' LIABILITY ACT, U.S. CODE (1946) TITLE 45, SECTIONS 51-60;

(F) TO LIABILITY OF THE INSURED TO ANY EMPLOYEE ARISING OUT OF THE LAWS OF THE STATE OF WASHINGTON OR THE PROVINCES OF CANADA, IF THE INSURED HAS FAILED TO COMPLY WITH THE REQUIREMENTS OF THE WORKMEN'S COMPENSATION LAW OR OCCUPATIONAL DISEASE LAW OF SUCH STATE OR PROVINCE OF CANADA.

2. PERSONS INSURED.

THE ORGANIZATION DESIGNATED IN THE DECLARATIONS AND ANY EXECUTIVE OFFICER, DIRECTOR OR STOCKHOLDER THEREOF WHILE ACTING WITHIN THE SCOPE OF HIS DUTIES AS SUCH.

3. LIMITS OF LIABILITY.

THE WORDS "DAMAGES BECAUSE OF BODILY INJURY BY ACCIDENT OR DISEASE, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM," INCLUDE DAMAGES FOR CARE AND LOSS OF SERVICES AND DAMAGES FOR WHICH THE INSURED IS LIABLE BY REASON OF SUITS OR CLAIMS BROUGHT AGAINST THE INSURED BY OTHERS TO RECOVER THE DAMAGES OBTAINED FROM SUCH OTHERS BECAUSE OF SUCH BODILY INJURY SUSTAINED BY EMPLOYEES OF THE INSURED ARISING OUT OF AND IN THE COURSE OF THEIR EMPLOYMENT. THE LIMIT OF THE COMPANY'S LIABILITY FOR EACH OCCURRENCE IS $500,000 FOR ALL DAMAGES BECAUSE OF BODILY INJURY BY ACCIDENT, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED BY ONE OR MORE EMPLOYEES IN ANY ONE OCCURRENCE. THE AGGREGATE LIMIT OF LIABILITY IS $500,000 FOR ALL DAMAGES BECAUSE OF BODILY INJURY BY DISEASE INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED BY ONE OR MORE EMPLOYEES OF THE INSURED IN ONE OR MORE OCCURRENCES.

ISSUED BY THE COMPANY PROVIDING THE INSURANCE AFFORDED BY THIS POLICY AS DESIGNATED ON THE DECLARATIONS PAGE MADE A PART HEREOF.

PRODUCERS COPY

ADDITIONAL NAMED INSUREDS ENDORSEMENT

Invoice Number Invoice Date

Amount Due
$

olicy Number	Assn.	End No.	T	Producer	Alpha
2325 02 043267		1			

Named Insured and Address
NORTHWEST COOPERAGE CO., INC.

This Endorsement is effective 4 8 84
Policy Period: to 12:01 A.M., Audit Period and will terminate with the policy. standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

It is agreed that the definition of "Named Insured" is amended to include as a named insured the person or organization designated below as an additional named insured, subject to the following provisions:

1. The named insured named in Item 1 of the declarations is authorized to act for such additional named insured(s) in all matters pertaining to this insurance, including receipt of notice of cancelation; and
2. Return premium, if any, and such dividends as may be declared by the company shall be paid to the named insured named in Item 1 of the declarations; and
3. The named insured named in Item 1 of the declarations shall pay the premium for the insurance afforded the additional named insured in accordance with the manual rules in use by the company; provided, that in the event of bankruptcy or insolvency of the named insured named in Item 1 of the declarations, each additional named insured shall be responsible for and shall pay to the company the premium for the insurance afforded such additional named insured.
4. Nothing contained herein shall affect any right of recovery as a claimant which the additional named insured would have if not designated as such.
5. The insurance applies with respect to the business operations of the additional named insured(s) in the states to which this policy applies.
6. The named insured named in Item 1 of the declarations declares that all firms named in the policy as named insureds or as additional named insureds are owned or financially controlled by the same interests.

Names of Additional Named Insureds

SEE ATTACHED

All other provisions and conditions remain unchanged.
Issued by the company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

(M) 2-81 15-5305 G5401

			1	3	1	2	1	11	1	BROKER COMMISSION		
			Co.	L/Cov.	T	St.	P.P. Comm	Premium	Cr.	Percent	Amount	Cr.
Sales Class	Kind	PK									$	

R Bur. % Issued: 5 30 84KN

(M) 15-2001M 9-79

NORTHWEST COOPERAGE CO., INC. 2325 02 043267
ENDORSEMENT #1 CONTINUED

1. AMERICAN BAG AND SALVAGE CO., INC.

2. JACK & LOUISE TROTSKY, INDIVIDUALLY

3. HERMAN & JACQUALINE TROTSKY, INDIVIDUALLY

4. LORRAINE TROTSKY, INDIVIDUALLY

ANY CORPORATION OR OTHER BUSINESS ORGANIZATION IN WHICH THE NAMED INSURED NAMED IN ITEM 1 OF THE DECLARATIONS ACQUIRES DURING THE POLICY PERIOD AN OWNERSHIP INTEREST OF AT LEAST 51% AND WHICH IS DOMICILED WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS OR CANADA.

Wausau Insurance Companies

DEDUCTIBLE LIABILITY INSURANCE ENDORSEMENT

Policy Number	Assn.	End. No.	T	Producer	Alpha Code
2325 02 043267		2			

Named Insured and Address
NORTHWEST COOPERAGE CO., INC.

Audit Period

This Endorsement is effective 4 8 84 and will terminate with the policy.
Policy Period: to 12:01 A.M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
(X) COMPREHENSIVE GENERAL LIABILITY INSURANCE
( ) COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
( ) MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
( ) OWNERS' LANDLORDS' AND TENANTS' LIABILITY INSURANCE
( ) OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE

SCHEDULE

Coverage	Amount and Basis of Deductible	
Bodily Injury Liability	$	per claim
	$	per occurrence
Property Damage Liability	$ 250	per claim
	$	per occurrence

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss however caused):—

DEDUCTIBLE LIABILITY INSURANCE ENDORSEMENT (Continued)

It is agreed that:

1. The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured, applies only to the amount of damages in excess of any deductible amounts stated in the schedule above as applicable to such coverages, and the limit of liability shown in this policy as being applicable to "each occurrence" for such coverages shall be reduced by the amount of such deductible. The limit of liability shown in this policy as "aggregate", if any, for such coverages shall not be reduced by the application of such deductible amount.
2. The deductible amounts stated in the schedule apply as follows:
   (a) PER CLAIM BASIS — if the deductible is on a "per claim" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of bodily injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
   (b) PER OCCURRENCE BASIS — if the deductible is on a "per occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of all bodily injury or property damage as the result of any one occurrence, regardless of the number of persons or organizations who sustain damages because of that occurrence.
3. The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.
4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

All other provisions and conditions remain unchanged.
Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

PRODUCER'S COPY

ENDORSEMENT

Amount Due

Invoice Number: Invoice Date: $

Policy Number 2325 02 043267 Assn. End. No. 3 T Producer Alpha

Named Insured and Address
Northwest Cooperage Co., Inc.

This Endorsement is effective 4 8 84
Policy Period: to
Invoice/Rating Period: to

Audit Period:
and will terminate with the policy.
12:01 A.M., standard time at the address of the named insured as stated herein.

This endorsement is applicable to all insurance afforded by the policy.

NOTICE OF OCCURRENCE ENDORSEMENT

It is agreed that paragraph (a) of the condition entitled "Insured's Duties in the Event of Occurrence, Claim or Suit" is amended to read:

Insured's Duties in the Event of Occurrence, Claim or Suit

(a) In the event of an occurrence written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the named insured to the company or any of its authorized agents as soon as practicable after the named insured's insurance manager or other person designated by the named insured for that purpose has actual knowledge of the occurrence.

G5912-1

All other provisions and conditions remain unchanged.
Issued by the company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

(M) 15-62 2-84

Sls Cl Kind PK
R

2	3	1	2	6	1	4	1	11	1	2	BROKER COMMISSION	
Co.	L/Cov	T	St.	Tax Dist.	Auto Comm P.P.	W.C. Class	Aux	Premium	Cr X	Div. Yr.	Percent	
											Amount	Cr.
											$	

% Issued: 5 30 84U

Bur.

(M) 15-2001M 9-79

ENDORSEMENT

Invoice Number: Invoice Date:

Policy Number	Assn.	End. No.	T	Producer	Amount Due
2325 02 043267		4			$

Named Insured and Address
NORTHWEST COOPERAGE CO., INC.

Alpha Code:

Audit Period:

This Endorsement is effective 4 8 84 and will terminate with the policy.
Policy Period: to 12:01 A.M., standard time at the address of the named insured as stated herein.
Invoice/Rating Period: to

CANCELATION BY COMPANY ENDORSEMENT

IT IS AGREED THAT THE CANCELATION CONDITION OF THE POLICY IS AMENDED TO PROVIDE THAT, WITH RESPECT TO CANCELATION BY THE COMPANY FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE EFFECTIVE DATE OF CANCELATION SHALL BE NOT LESS THAN 60 DAYS AFTER THE MAILING OF NOTICE THEREOF.

1030A

All other provisions and conditions remain unchanged.
Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

(M) 15-62 7-81 PRTD. USA

Sls Cl Kind PK
R

2	3	1	2	6	1	4	1	10	1	2	BROKER COMMISSION
Co.	L/Cov.	T	St.	Tax Dist.	Auto Comm P.P.	W.C. Class	Aux	Premium	Cr X	Div. Yr.	Percent
											Amount / Cr
											$

C

% Issued: Y 5 30 84KN

Bur.

(M) 15-2001M 9-79

BRO... ORM COMPREHENSIVE GENERAL LIABILITY L... RSEMENT

Invoice Number Invoice Date Amount Due

$

Policy Number	Assn.	End. No.	T	Producer	Alpha Code
2325 02 043267		5			

Named Insured and Address
NORTHWEST COOPERAGE CO., INC.

Audit Period

This Endorsement is effective 4 8 84 and will terminate with the policy.
Policy Period: to 12:01 A.M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

I. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of **incidental contract** is extended to include any oral or written contract or agreement relating to the conduct of the **named insured's** business.

(B) The insurance afforded with respect to liability assumed under an **incidental contract** is subject to the following additional exclusions:

(1) to **bodily injury** or **property damage** for which the **insured** has assumed liability under any **incidental contract**, if such injury or damage occurred prior to the execution of the **incidental contract**;

(2) if the Insured is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of the rendering of or the failure to render professional services by such **insured**, including

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

(b) supervisory, inspection or engineering services;

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

(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

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

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

(5) to **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; but this exclusion does not apply to sidetrack agreements.

2	3	1	2	1		10	1	BROKER COMMISSION		
Co.	L/Cov.	T	St.	P.P.	Comm	Premium	Cr.	Percent	Amount	Cr.
									$	

Sales Class Kind PK

R Bur. % Issued: 5 30 84KN

(M) 15-2001M 9-79

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

(D) The following additional condition applies:

Arbitration

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

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

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

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

(3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;

(5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;

(6) to advertising injury arising out of

(a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

(b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or

(c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) with respect to advertising injury

(a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or

(b) to any injury arising out of any act committed by the insured with actual malice.

(C) Limits of Liability

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

(D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

1. false arrest, detention, imprisonment, or malicious prosecution;
2. wrongful entry or eviction or other invasion of the right of private occupancy;
3. a publication or utterance

(a) of a libel or slander or other defamatory or disparaging material, or

(b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

III. PREMISES MEDICAL PAYMENTS COVERAGE

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

This insurance does not apply:

(A) to bodily injury

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

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

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

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

(2) arising out of

(a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(b) the operation or use of any snowmobile or trailer designed for use therewith;

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

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

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

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

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

(B) to bodily injury

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

(2) *arising out of operations performed for the named insured by independent contractors other than*

(a) maintenance and repair of the insured premises or

(b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage

(a) in violation of any statute, ordinance or regulation,

(b) to a minor,

(c) to a person under the influence of alcohol, or

(d) which causes or contributes to the intoxication of any person,

if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;

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

(C) to bodily injury

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

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

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

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

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

(6) if the named insured is a club, to any member of the named insured;

(7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured.

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

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is $1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

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

ADDITIONAL DEFINITIONS

When used herein:

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

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

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

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

IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

V. FIRE LEGAL LIABILITY COVERAGE — REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire;

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

(B) The limit of property damage liability as respects this Fire Legal Liability Coverage — Real Property is $50,000 each occurrence unless otherwise stated in the Schedule of this endorsement.

(C) The Fire Legal Liability Coverage — Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

A. Exclusions (k) and (o) are replaced by the following:

(1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping,

(2) except with respect to liability under a written sidetrack agreement or the use of elevators

(a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) to tools or equipment while being used by the insured in performing his operations,

(c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(d) to that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

B. The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

(A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

(B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

(1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly; or

(2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

(3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

4. Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4. above shall not apply:

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

(b) to premises medical payments coverage.

X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insured:

(A) Spouse — Partnership — If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured.

(B) Employee — Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

(1) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;

(2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;

(3) to property damage roperty owned, occupied or used by, rented to he care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

XI. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE — NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limit of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

SCHEDULE

Personal Injury and Advertising Injury Liability

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein.

Limit of Liability $ _____ Aggregate.

Limit of Liability — Premises Medical Payments Coverage:
$1,000 each person unless otherwise indicated herein $ _____ each person.

Limit of Liability — Fire Legal Liability Coverage:
$50,000 per occurrence unless otherwise indicated herein $ _____ per occurrence.

Premium Basis

10% OF THE TOTAL COMPREHENSIVE GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED

Item No. Code No.

Estimated Annual Premium
BI $ PD $

Advance Premium
$

INCLUDED IN COMPOSITE

All other provisions and conditions remain unchanged.
Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

ENDORSEMENT

Invoice Number: Invoice Date:

Policy Number	Assn.	End. No.	T	Producer	Amount Due
2325 02 043267		6			$

Named Insured and Address

NORTHWEST COOPERAGE CO., INC.

Alpha Code:

Audit Period:

This Endorsement is effective 4 8 84 and will terminate with the policy.

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

Invoice/Rating Period: to

AMENDED LIMITS OF LIABILITY ENDORSEMENT
(Aggregate Limits for Property Damage - CGL)

It is agreed that the Comprehensive General Liability Insurance Coverage Part is amended as follows:

Subparagraph (1) of the "Limits of Liability" provision is replaced by the following:

1. All property damage to which this policy applies except property damage included in subparagraph (2) or (3) below:

G5726A

All other provisions and conditions remain unchanged.

Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

(M) 15-62 7-81 PRTD. USA

Sls Cl Kind PK

R

2	3	1	2	6	1	4	1	10	1	2	BROKER COMMISSION	
Co.	L/Cov.	T	St.	Tax Dist.	Auto Comm P.P.	W.C. Class	Aux	Premium	Cr X	Div. Yr.	Percent	
											Amount	Cr
											$	

% Issued: Y 5 30 84KN

Bur.

(M) 15-2001M 9-79

MPLOYEE BENEFITS LIABILITY INSURANCE E RSEMENT

Invoice Number Invoice Date Amount Due $

Policy Number 2325 02 043267 Assn. End No. 7 T Producer Alpha Code

Named Insured and Address
NORTHWEST COOPERAGE CO., INC.

CLAIMS MADE BASIS

Audit Period

This Endorsement is effective 4 8 84 and will terminate with the policy.
Policy Period: to 12:01 A.M., standard time at the address of the named insured as stated herein.

The company agrees with the named insured, subject to all of the provisions of the policy not expressly modified herein, as follows:

I. **Employee Benefits Liability Coverage.** The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of loss sustained by any employee or former employee of the named insured, or by the estate, heirs, legal representatives, beneficiaries or assigns of any such employee or former employee, arising out of any act, error or omission occurring in the administration of the named insured's employee benefits program; and the company shall have the right and duty to defend any suit against the insured seeking such damages, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to any loss or claim arising out of
  (1) discrimination;
  (2) libel, slander or humiliation; or
  (3) any dishonest, fraudulent, criminal or malicious act;

(b) to any loss or claim arising out of bodily injury, or injury to the feelings or reputation of any person, including any mental injury, or injury to or destruction of tangible property, including the loss of use thereof;

(c) to any loss or claim arising out of failure of performance of any contract by an insurer;

(d) to any loss or claim based upon the insured's failure to comply with any law concerning workers compensation, unemployment compensation, social security, or disability benefits;

(e) to any loss or claim based upon
  (1) failure of stock or other investments to perform as represented by the insured;
  (2) advice on whether to participate or not participate in any stock subscription plan;
  (3) the investment or noninvestment of funds;
  (4) financial failure of any plan or program included in the named insured's employee benefit program.

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

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

(M) 2-83 PRTD. USA 515-6212

Co.	L/Cov.	T	St.	P.P. Comm	Premium	Cr.	Percent	Amount	Cr.
1	3	1	2	1	9	1	BROKER COMMISSION		

Sales Class Kind PK
R Bur. % Issued: 5 30 84KN

(M) 15-2001M 9-79

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

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

(d) Any employee of the named insured authorized to act in the administration of the named insured's employee benefits program, while acting within the scope of his duties in connection therewith;

provided that the insurance shall not apply to any person included as a fiduciary under the Employee Retirement Income Security Act of 1974, including any amendments and regulations relating thereto, while acting in his capacity as such.

This insurance does not apply to loss 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 policy as a named insured.

III. Limits of Liability; Deductible. The limit of liability stated in the schedule of this endorsement as applicable to "each claim" is the limit of the company's liability for all damages included in each claim to which this insurance applies; provided that the term "each claim" includes all claims on account of any loss or losses sustained by any one employee or former employee and the estate, heirs, legal representatives, beneficiaries or assigns of such employee or former employee, as the result of any act, error or omission or combination of related acts, errors or omissions.

Subject to the foregoing provision respecting the limit of liability for "each claim," the limit of liability stated in the schedule as "aggregate" is the total limit of the company's liability for all damages because of all losses under this insurance.

The amount shown in the schedule of this endorsement as the "deductible amount" shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of each claim, and the company shall be liable only for the difference between such deductible amount and the applicable limit of liability. The terms of the policy and this endorsement, including those with respect to notice of claims, suits, acts, errors and omissions, apply irrespective of the application of the deductible amount. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

IV. Endorsement Period; Territory. The insurance applies only to loss for which claim is made against the insured within the United States of America, its territories or possessions, or Canada, during the endorsement period, provided that with respect to any such claims arising out of acts, errors or omissions occurring prior to the effective date of this endorsement, the insurance applies only if on the effective date of this endorsement the insured did not have knowledge of such prior occurrences or any other circumstances that he knew or ought reasonably to have known might result in a claim under this insurance.

If during this endorsement period the insured becomes aware of any occurrences or circumstances which might result in a claim or claims under this insurance, and notice thereof is given to the company as soon as practicable, in accordance with Condition 4 (a) of the policy, it is agreed that any subsequent claim arising out of such occurrences or circumstances, whether made during or after the expiration of this endorsement period, shall be treated as a claim made during this endorsement period.

V. Additional Definitions. When used in reference to this insurance

"administration" means

(1) providing interpretations and giving counsel to employees of the named insured regarding the named insured's employee benefits program;

(2) handling records in connection with the named insured's employee benefits program;

(3) effecting the enrollment, termination or cancelation of employees under the named insured's employee benefits program;

but does not include any act, error or omission of any person, acting in the capacity of a fiduciary under the Employee Retirement Income Security Act of 1974, including any amendments and regulations relating thereto.

"employee benefits program" means any of the following employee benefit plans and programs maintained for the benefit of the named insured's employees or former employees:

(1) group life insurance, group accident and health insurance, employee pension plans, employee stock subscription plans, profit-sharing plans, workers compensation, unemployment compensation, social security and disability benefits insurance;

(2) any employee benefit plan or program described in the schedule of this endorsement;

(3) any other employee benefit plan or program added to the named insured's employee benefits program after the effective date of this endorsement provided that written notice thereof is given to the company within 30 days after the effective date thereof.

VI. Additional Conditions.

Notice of Claim, Suit, Act, Error or Omission. If any claim is made against the insured or if the insured shall learn of any occurrences or circumstances which might result in a claim hereunder, written notice shall be given by or on behalf of the insured as soon as practicable in accordance with the requirements of Condition 4 (a) of the policy.

EMPLOY ;ENEFITS LIABILITY INSURANCE ENDORSEME .Continued)

SCHEDULE

Named Insured NORTHWEST COOPERAGE CO., INC. Policy Number 2325 02 043267

1. Limits of Liability

$ 500,000 each claim

$ 500,000 aggregate

2. Deductible

$ 1,000 each claim

3. Pursuant to subdivision (2) of the definition of "employee benefits program," the definition of "employee benefits program" also includes the following:

4. Premium.

Item No.	Code No.	No. of Employees	Estimated Premium
		50	$ INCLUDED IN COMPOSITE

All other provisions and conditions remain unchanged.
Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

O:

WAUSAU INSURANCE COMPANIES

Wausau Insurance Companies

PRODUCERS COPY

WATERCRAFT COVERAGE

Invoice Number | Invoice Date | Amount Due $

Policy Number: 2325 02 043267 | Assn. | End. No. 8 | T | Producer | Alpha Code

Named Insured and Address
NORTHWEST COOPERAGE CO., INC.

Audit Period

This Endorsement is effective 4 8 84 and will terminate with the policy.
Policy Period: to 12:01 A.M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
(X) COMPREHENSIVE PERSONAL INSURANCE
( ) FARMER'S COMPREHENSIVE PERSONAL INSURANCE

It is agreed that exclusion (d) does not apply with respect to the ownership, maintenance or use, including loading and unloading, of the watercraft designated below, but the insurance with respect to such watercraft does not apply:

(a) to bodily injury to any employee of the insured arising out of or in the course of his employment by the insured, if such employee's principal duties are in connection with the maintenance or use of said watercraft; or

(b) while said watercraft is used to carry persons for a charge or is rented to others.

Designation of Watercraft:	Item No.	Code No.	Premium Basis Number	BI Rate Each	BI Premium
WATERCRAFT-PRIVATE PASSENGER INBOARD MOTOR BOATS AND SAILBOATS OVER ~~40~~ FT. UNDER 16 MPH 19'			1	INCLUDED IN COMPOSITE RATE	

All other provisions and conditions remain unchanged.
Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

(M) G-81 560-216-1 G216-1

Sales Class	Kind	PK	1 Co.	3 L/Cov.	1 T	2 St.	1 P.P. Com	9 Premium	1 Cr.	BROKER COMMISSION Percent	Amount $	Cr.

R Bur. % Issued: 5 30 84KN

(M) 15-2001 (M) 9-79

ENDORSEMENT

Invoice Number:		Invoice Date:			Amount Due $	
Policy Number	Assn.	End. No.	T	Producer		Alpha
2325 02 043267		9				

Named Insured and Address

Northwest Cooperage Co., Inc.

This Endorsement is effective 4 8 84

Policy Period:

Invoice/Rating Period:

Audit Period:

and will terminate with the policy.

12:01 A.M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

(X) COMPREHENSIVE PERSONAL INSURANCE
( ) FARMER'S COMPREHENSIVE PERSONAL INSURANCE

AMENDMENT OF COMPREHENSIVE PERSONAL INSURANCE ENDORSEMENT

It is agreed that:

1. The "Persons Insured" provision is amended to provide that with respect to the insurance afforded under this Coverage Part, the term "Named Insured" means only person named below in the schedule headed "Named Insureds for Comprehensive Personal Insurance".

2. The named insured named in item 1 of the declarations (herein called the "primary insured") is authorized to act for such named insureds named below in all matters pertaining to this insurance, including receipts of notice of cancelation.

3. Return premium, if any, and such dividends as may be declared by the company shall be paid to the primary insured.

4. The primary insured shall pay the premium for the insurance afforded under said coverage part in accordance with the manual rules in use by the company.

5. Nothing contained herein shall affect any right of recovery as a claimant which any insured named in the schedule below would have if not designated as an insured.

G5715

(M) 15 G2-1 883 PRTD. USA

Sls Cl Kind PK

R

C

Bur.

2	3	1	2	6	1	4	1	11	1	2	BROKER COMMISSION
Co.	L/Cov.	T	St.	Tax Dist.	Auto Comm P.P.	W.C. Class	Aux	Premium	Cr X	Div. Yr.	Percent
											Amount / Cr
											$

% Issued: 5 30 84U

(M) 15-2001N 9-79

NAMED INSUREDS FOR COMPREHENSIVE PERSONAL INSURANCE

Jack & Louise Trotsky
2069 41 St. E.
Seattle, WA

Herman & Jacqualine Trotsky
2818 140th NE
Bellevue, WA

Lorraine Trotsky
6819 51 St. NE
Seattle, WA

G5715

All other provisions and conditions remain unchanged.
Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

'ausau Insurance Compan' ;

AMENDATORY ENDORSEMENT

Policy Number	Assn.	End No.	T	Producer	Alpha
2325 02 043267		10			

Named Insured and Address
NORTHWEST COOPERAGE CO., INC.

This Endorsement is effective 4 8 84 Audit Period and will terminate with the policy.
Policy Period: to 12:01 A.M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

(X) COMPREHENSIVE GENERAL LIABILITY INSURANCE
( ) MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
( ) OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
( ) OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
( ) STOREKEEPERS INSURANCE

It is agreed that the exclusion relating to bodily injury to any employee of the insured is deleted and replaced by the following:

This insurance does not apply:

(i) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured for which the insured may be held liable as an employer or in any other capacity;

(ii) to any obligation of the insured to indemnify or contribute with another because of damages arising out of the bodily injury; or

(iii) to bodily injury sustained by the spouse, child, parent, brother or sister of an employee of the insured as a consequence of bodily injury to such employee arising out of and in the course of his employment by the insured;

This exclusion applies to all claims and suits by any person or organization for damages because of such bodily injury including damages for care and loss of services.

This exclusion does not apply to liability assumed by the insured under an incidental contract.

All other provisions and conditions remain unchanged.
Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

ADDITIONAL INSUREDS ENDORSEMENT (Lim

Invoice Number | Invoice Date | Amount Due $

Policy Number	Assn.	End. No.	T	Producer	Alpha Code
2325 02 043267	00	11	2	5358 FRED S. JAMES	NO

Named Insured and Address

NORTHWEST COOPERAGE CO., INC.
(SEE ENDORSEMENT #1)
7152 FIRST AVE. S.
SEATTLE, WA 98108

Audit Period ANNUALLY

This Endorsement is effective 4 8 84 and will terminate with the policy.
Policy Period: 4 8 84 to 4 8 85 12:01 A.M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below as an additional insured, subject to the following provisions:

(1) The insurance applies only with respect to liability of the additional insureds arising out of OPERATIONS OF THE NAMED INSURED

(2) The named insured is authorized to act for such additional insureds in all matters pertaining to this insurance, including receipt of notice of cancelation; and

(3) Return premium, if any, and such dividends as may be declared by the company shall be paid to the named insured.

(4) Nothing contained herein shall affect any right of recovery as a claimant which the additional insured would have if not designated as such.

Names of Additional Insureds

ANY INDIVIDUAL, FIRM OR CORPORATION THAT THE INSURED HAS CONTRACTED TO PROTECT AS EVIDENCED BY CERTIFICATES OF INSURANCE ON FILE WITH THE COMPANY

All other provisions and conditions remain unchanged.
Issued by the Company providing the insurance afforded by this policy as designated on the declarations page made a part hereof.

(M) 10-76 515-5306 G5402

1	3	1	2	1	Form
Co.	L/Cov.	T	St.	P.O.	

0	1
Premium	Cr.

BROKER COMMISSION		
Percent	Amount	Cr.
	$	

Sales Class 0 Kind 51 PK 571
R PO Bur. % Issued: 8 20 84BI/JAH

(M) 15-2001M 9-79

MEMO TO: NG

FROM : AFA

DATE : May 17, 1993

CLIENT : Northwest Cooperage

SUBJECT: Wausau Insurance Policy

After you copy the Wausau policy (no. 232502043267) from NWC's original insurance files, please put the policy in the same order as the policy in our Wausau policy working file.

Then make a cover sheet of some color other than white which says "APPARENTLY BROKER'S COPY OF POLICY" and put this in right side of Wausau policy file over existing policy there.

Make another cover sheet of some color other than white that says "CLIENT'S COPY OF POLICY--USE THIS ONE WHEN NEED COPY OF POLICY." Put this cover sheet over the policy you just copied out of the client's original files, and put cover sheet plus policy in right side of Wausau policy file, on top of broker's copy of policy.

Thanks.

MISSION NATIONAL
(Certificate only)
4/8/84 – 4/8/85

HERMAN TROTSKY 26498-0001
(S. HALE
"OLD NW COOPERAGE BH&G FILE"

ORIGINAL

NORTHWEST COOPERAGE adv. City 7350.0010
Mission Insurance (#MN030091) 1984-85

HERMAN TROTSKY 26498-0001
(S. HALE
"OLD NW COOPERAGE BH&G FILE"

Nº MN030091

Mission National Insurance Company

LOS ANGELES, CALIFORNIA
A STOCK COMPANY

Sayre & Toso, Inc.
Managing General Agents

In favor of: NORTHWEST COOPERAGE CO., INC., ET AL

Address: 7152 FIRST AVENUE SOUTH
SEATTLE, WASHINGTON 98108

Type of coverage: UMBRELLA LIABILITY

In the amount of: TWO MILLION DOLLARS
($2,000,000.00)

Term: Beginning at 12:01 A.M. on the 8TH day of APRIL 19 84
and ending at 12:01 A.M. on the 8TH day of APRIL 19 85
Standard Time at the place of location of risks insured, and in accordance with terms and conditions of the form(s) attached and Standard Clauses on the reverse side of this page.

Mission National Insurance Company, Los Angeles, California (hereinafter called the Company), agrees with the Insured named above, in consideration of the premium to be paid and subject to the limits of liability, exclusions, conditions and other terms of this policy, to provide insurance as set forth in the form(s) and endorsement(s) attached.

PREMIUM	$ 1,650.00
POLICY FEE	25.00
TOTAL	$ 1,675.00

I HAVE POLICY

IN WITNESS WHEREOF, this Company has executed and attended these presents; but this policy shall not be valid unless signed by SAYRE & TOSO, INC.

Secretary

President

SAYRE & TOSO, INC.

Dated at SEATTLE, WASHINGTON
this 14TH day of MAY, 19 84.

By

Signature

Countersigning Agent

S20226FA (6-81)

CONSOLIDATED AMERICAN
4/8/85 – 4/8/86

N [redacted]
C HERMAN TROTSKY 26498-0001
(S. HALE
"OLD NW COOPERAGE BH&G FILE"

ORIGINAL

NORTHWEST COOPERAGE adv. City 7350.0010
Consolidated American Ins. (#CA0171600)
1985-86

[redacted]
HERMAN TROTSKY 264,98-0001
(S. HALE
"OLD NW COOPERAGE BH&G FILE"

COMPREHENSIVE LIABILITY POLICY

CAL 171600

NEW
Previous Policy

CONSOLIDATED AMERICAN INSURANCE COMPANY

BATHBONE, KING & SEELEY, INC. SAN FRANCISCO, CALIFORNIA
UNDERWRITING MANAGERS

Item 1. Named Insured NORTHWEST COOPERAGE COMPANY, INC.

Address 7152 FIRST AVENUE SOUTH, SEATTLE, WASHINGTON 98108
No. Street City County State Zip

Item 2. Business BARREL RECONDITIONER, a CORPORATION
(Corp., Indiv., Ptnrship.)

Item 3. Policy Period: From APRIL 8, 1985 to APRIL 8, 1986
12:01 A.M., Standard Time at the above address of Named Insured.

Item 4. The policy covers, subject to the exclusions and the stated limits of liability, ONLY those of the following coverages for which a specific premium is shown:

COVERAGES	LIMITS OF LIABILITY * AS PER SINGLE LIMIT ENDORSEMENTS		PREMIUM
	* AUTOMOBILE	* OTHER THAN AUTOMOBILE	
A Bodily Injury	$ 000 each person $ 000 each occurrence	$ 000 each person $ 000 each occurrence $ 000 aggregate	$ INCLUDED
B Property Damage	$ 000 each occurrence	$ 000 each occurrence* $ 000 aggregate *Including $25,000 Fire Legal Liability	$ INCLUDED
C Personal Injury	XXXXXXXXXXXXXXXXXXXXXXXXXX	$ 500,000 aggregate	$ INCLUDED
D Automobile Medical Payments	$ 5,000 each person	XXXXXXXXXXXXXXXXXXXXXXXXXX	$ INCLUDED
Premium for Endorsements attached to Policy When Issued	AL 120	$	INCLUDED

For explanation of "Limits of Liability" see "Definitions" 1 (b).
Premium for a three-year policy is payable as follows:

Total: $ 18,865.00

In advance $ 18,865.00 1st Anniversary $ -0- 2nd Anniversary $ -0-

The above coverages are defined in the "Insuring Agreements", following which are EXCLUSIONS eliminating coverage with respect to (a) war, etc., (b) watercraft or aircraft, (c) injuries to employees, (d), (e) and (f) damage to property owned, used or sold by the insured, (g) membership in a joint venture or partnership, (h) intentionally caused injuries (i) manufacture, distribution or sale of alcoholic beverages, (j) snowmobiles and racing, (k) pollution, and (l) nuclear energy.

PLEASE READ THESE EXCLUSIONS AND ALL ENDORSEMENTS SINCE THEY MAY CONTAIN ADDITIONAL EXCLUSIONS. WORDS which are DEFINED in the policy are printed in **boldface** type.

IN WITNESS WHEREOF, CONSOLIDATED AMERICAN INSURANCE COMPANY has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the company unless countersigned by an authorized agent of the company.

J. Smith Lanier
Vice President & Secretary

William R. Price
President

Broker or Agent FRED S. JAMES AND COMPANY #4521 Countersigned by Brian V. Pape
Authorized Representative

CAL 100 (REV. 10-75) 1033

INSURING AGREEMENTS

The CONSOLIDATED AMERICAN INSURANCE COMPANY, hereafter called "the Company," subject to the limits of liability, the conditions and exclusions contained in the policy, agrees:

I COVERAGES A and B (Business Liability):

1. To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of:

A. bodily injury, sickness or disease, including death resulting therefrom, sustained by any person (hereafter called Bodily Injury);

B. damage to or destruction of property of others (hereafter called Property Damage).

This Coverage B applies to Property Damage to structures or portions thereof rented to or occupied by the Named Insured, including fixtures permanently attached thereto, if such Property Damage arises out of fire (hereafter called Fire Legal Liability), subject to the following provisions:

(a) With respect to Fire Legal Liability, exclusions (d) through (f) are deleted and the following exclusion is added:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

(b) The limit of Property Damage liability stated as applicable to each occurrence is, as to Fire Legal Liability, $25,000 each occurrence.

The term "legally obligated" shall include the Named Insured's contractual liability, but ONLY with respect to liability of others for such damages assumed by the Named Insured under a written contract which became binding and effective before such damages were sustained.

The Company shall have the right and duty to defend the Insured in any suit against the Insured seeking to recover damages covered by this policy, but the Company will not pay any claim or judgment or defend the Insured in any suit: (1) after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements, or (2) after the Company has given written notice to any excess insurer for the Insured that the applicable limit of the Company's liability is available for payment at the direction of the Insured in settlement or other disposition of such claims, judgments or suits. The Named Insured(s) shall have the right as against any other insureds, to have the limits of liability used in such manner as shall best protect such Named Insured(s).

Provided, however, that if the Named Insured is an INDIVIDUAL, Coverages A and B apply ONLY with respect to the conduct of a business of which he is the SOLE PROPRIETOR; and if a PARTNERSHIP, JOINT VENTURE or CORPORATION is a Named Insured, any Named Insured who is an INDIVIDUAL shall be protected under Coverages A and B ONLY with respect to his liability as a partner of such partnership, member of such joint venture or officer, director or stockholder of such corporation.

If the Named Insured should, during the policy period become a member of partnership or joint venture, Coverages A and B shall apply to his liability (Subject to Insuring Agreement IV, COVERED OCCURRENCES) as such member for a period of fifteen (15) days following the date on which he becomes such member.

2. DEFINITION OF INSURED: The unqualified word insured under Coverages A and B means:

(a) except with respect to the ownership, maintenance, use, operation, loading, or unloading of automobiles:

(1) any individual designated as a named insured as respects:

a. the conduct of a business of which he is the Sole Proprietor; or

b. his liability as partner of a partnership, member of a joint venture or officer, director or stockholder of a corporation, if such partnership, joint venture or corporation is also designated as a Named Insured;

(2) any employee (including officers, directors or stockholders) of the Named Insured while acting within the course and scope of his duties and authority as such, provided however, that no employee shall be insured with respect to Bodily Injury or Property Damage sustained by a Named Insured or by another employee arising out of and in the course of employment by a Named Insured.

(3) any partnership or joint venture designated as Named Insured, and any partner or member thereof, but only while acting within the scope of his duties as such;

(4) any person (other than an employee of the Named Insured) or organization while acting as a Real Estate manager for the Named Insured with respect to real property owned by or leased to the Named Insured;

(5) Any person or entity for whom the Named Insured has agreed by written contract executed prior to any claimed insured occurrence to provide insurance coverage but only to the extent so agreed, provided the Named Insured notifies the Company of the existence of such contract within 30 days of the execution of such contract, and in any event not in excess of the limits afforded by this policy and subject to all the terms, conditions and exclusions of this policy.

(b) with respect to the ownership, maintenance, use, operation, loading

(1) an owned automobile or hired automobile, the Named Insured and any person or organization legally responsible for the use thereof provided the actual use is by the Named Insured or with his permission, EXCEPT, as respects a hired automobile, the following shall not be insured: the owner, or a lessee (other than the Named Insured) thereof, or any agent or employee of such owner or lessee;

(2) a non-owned automobile, the Named Insured and (a) if such automobile is used with the consent of the owner and in the business of the Named Insured, any partner (if the Named Insured is a partnership) or (b) executive officer (if the Named Insured is a corporation) of the Named Insured, except that any owner of any such non-owned automobile or resident of such owner's household shall NOT be an insured;

(3) any automobile, the following are NOT insured:

a. any employee, with respect to bodily injury to another employee of the same employer in the course of such employer's business.

b. any person or organization (other than the Named Insured or his employees) or to any agent or employee thereof, employed or otherwise engaged in the business of selling, repairing, servicing, delivering, testing, road-testing, parking or storing automobiles with respect to any accident arising out of the maintenance or use of a motor vehicle in connection therewith.

c. any person or organization, and any agent or employee thereof (other than the Named Insured, a relative of the Named Insured who is a resident of the Named Insured's household, a lessee or bailee of the automobile, or an employee of such Named Insured, relative, lessee or bailee) while loading or unloading any automobile.

II COVERAGE C (Personal Injury):

1. To include within Coverages A and B, injury or damage sustained by any person or organization arising out of the conduct of any business operations engaged in by the Named Insured arising out of:

(a) false arrest, detention, imprisonment or malicious prosecution;
(b) libel, slander or defamation of character;
(c) invasion of privacy, wrongful eviction or wrongful entry.

2. EXCLUSIONS: Coverage C does not apply to:

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

(b) any claim or injury arising out of any advertising, broadcasting or telecasting activities by or for the insured;

3. Subparagraph (b) of paragraph 2 (Definition of Insured) of Coverages A and B shall not apply to Coverage C.

III COVERAGE D (Automobile Medical Payments):

To pay all reasonable medical expenses incurred within one year from the date of occurrence or accident for necessary medical, surgical, X-ray and dental services, including prosthetic devices, necessary ambulance, hospital, professional nursing and funeral services:

1. to or for each person who sustains bodily injury while in, upon, entering or alighting from an owned automobile and being used by a person to whom insurance is afforded under this policy for such use; or

2. to or for the Named Insured and, if residing in the same household, the spouse of such Named Insured, and, if residing in the same household, the relatives of either, because of bodily injury sustained while in or upon, entering or alighting from, or through being struck by any automobile OTHER THAN an automobile owned by any such resident-relative.

EXCEPT with respect to an owned automobile, the insurance afforded under Coverage D shall be excess insurance over and above any other valid and collectible automobile medical expense insurance available to the insured.

IV COVERED OCCURRENCES:

All of the coverages afforded by this policy are LIMITED to bodily injury or property damage which is ACTUALLY SUSTAINED during the policy period:

1. in the United States of America, its territories or possessions, or Canada;

2. over International waters or air space, provided such injury or damage does not occur in the course of travel or transportation to or from any other country or nation; or

3. anywhere in the world if the liability is within the definition of Products H[illegible], provided suit is brought within the United State of America, [illegible]rritories or possessions, or Canada.

With respect to such insurance as is afforded by this policy, the Company shall, in addition to the applicable limits of liability (but not after it has (a) paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon, or (b) terminated, under the provisions agreement I, its obligation to defend), pay:

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

2. premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $500.00 per bail bond, but the Company shall have no obligation to apply for or furnish any of the bonds mentioned in this paragraph 2;

3. expenses incurred by the insured for first aid to others at the time of an occurrence or accident, for bodily injury to which this policy applies;

4. reasonable expenses incurred by the insured at the Company's request, and actual loss of earnings (but not loss of other income) not to exceed $100.00 per day because of his attendance at hearings or trials at such request.

EXCLUSIONS

NONE of the Insuring Agreements in this policy applies:

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

(b) to the ownership, maintenance, operation, use, loading or unloading of (1) aircraft; or (2) except with respect to operations performed by independent contractors, watercraft if the occurrence or accident takes place away from premises owned by, rented or controlled by the insured;

(c) to any obligation for which the insured or any carrier as insurer may be held liable under any workmen's compensation, unemployment compensation, or disability benefits law, or similar law; or to bodily injury to any employee of the insured except such liability of others as the insured may have assumed by a contract covered by this policy;

(d) To property damage, including loss of use, to: (1) property owned or occupied by or rented to the insured, or held by the insured for sale or entrusted to the insured for storage or safekeeping; or property transported by the insured by motor vehicle, including the loading or unloading thereof.

(2) Except with respect to liability under a written sidetrack agreement or to the use of elevators or escalators, covered by this policy,

(i) property while on premises owned by or rented to or in custody of the insured for the purpose of having operations performed on such property by or on behalf of the insured;

(ii) tools or equipment while being used by the insured in performing his operations;

(iii) property in the custody of the insured which is to be installed, erected or used in construction by the insured;

(iv) that particular part of any property, not on premises owned by or rented to the insured upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or out of which any property damage arises, or the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by, or on behalf of the insured. This exclusion (d)(2)(iv) does not apply to the named insured's product where the insured has relinquished physical possession of such product to others, or where the property damage arises out of the services-operations hazard.

(3) any goods, products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the insured.

(e) To loss of use of property resulting from:

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

(2) the failure of the named insured's products or work completed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured, but this exclusion does not apply to loss of use of other property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured, caused by an accidental malfunctioning of, or unsuspected defect in, the product or work.

To damages claimed for withdrawal, replacement, inspection, repair or of use of the named insured's products or work completed by or for the named insured, if such products, completed work or property is withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

(g) to any liability of the Named Insured as a member of a joint venture or partnership, unless such joint venture or partnership is named in the Declarations as a Named Insured, except to the extent that coverage may be afforded under the last paragraph of subdivision 1 of Insuring Agreement I;

(h) to injury, death, damage or destruction caused intentionally by or at the direction of the insured;

(i) under coverages A, B & C (if the insured or his indemnitee is engaged in the business of manufacturing, distributing, selling, or serving alcoholic beverages) to any liability of an insured (or any entity whom an insured has agreed to indemnify) for bodily injury or property damage arising in whole or in part, by reason of the selling, serving or giving of any alcoholic beverage, (1) in violation of any statute, ordinance or regulation, (2) to a minor, (3) to a person under the influence of alcohol, or (4) which causes or contributes to the intoxication of any person;

(j) to bodily injury or property damage arising out of the ownership, maintenance, operation or use of (1) any self-propelled equipment, not subject to motor vehicle registration, in any drag race, or while being used in any pre-arranged or organized racing, speed or demolition contest, or in any stunting activity, or practice or in preparation for any such contest or activity, (2) any snowmobile or trailer used therewith.

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

(l) to liability — 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 exclusion: "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 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. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

DEFINITIONS AND CONDITIONS

1. Definitions:

) Automobile: Except where stated to the contrary, the word "automobile" means any vehicle designed for use principally upon streets and highways and subject to motor vehicle registration under the laws of the state in which such vehicle is principally garaged as follows:

(1) Owned Automobile: An automobile owned by the Named Insured;

(2) Hired Automobile: An automobile leased, rented or loaned, to, the Named Insured, provided such automobile is not owned by or registered in the name of (A) any Named Insured or (B) any executive officer thereof or (C) any employee or agent of any Named Insured who is granted an operating allowance of any sort for the use of such automobile;

(3) *Non-Owned Automobile:* Any other automobile.

(4) The following described equipment shall NOT be deemed an automobile: (A) if of the crawler type, any tractor, power crane or shovel, ditch or trench digger; (B) any farm-type tractor; (C) any concrete mixer other than of the mix-in-transit type; (D) any grader, scraper, roller or farm implement; and (E) if not subject to motor vehicle registration, any other equipment not specified below, which is designed for use principally off public roads.

(5) The following described equipment shall be deemed an automobile while being operated solely for locomotion, but NOT otherwise: (A) if of the non-crawler type, any power crane or shovel, ditch or trench digger; and (B) any air-compressing, building or vacuum-cleaning, spraying or welding equipment or well-drilling machinery.

(b) Limits of Liability:

(1) The limit of bodily injury liability, personal injury liability or medical payments coverage stated in the Declarations as applicable to "each person" is the limit of the Company's liability for all damages arising out of bodily injury or personal injury sustained by any one person as the result of any one occurrence; the limit of such liability stated in the Declarations as applicable to "each occurrence" is (subject to the above provision respecting "each person") the total limit of the Company's liability for all damages arising out of bodily injury sustained by two or more persons as the result of any one occurrence; provided, however, that subject to the limit of liability with respect to "each occurrence", the limits of bodily injury liability stated in the Declarations as "aggregate" are respectively the total limit of the Company's liability for all damages arising during each annual period of the policy from the total of the Products Hazard and the Services-Operations Hazard, combined. The limits of liability for Personal Injury stated in the Declarations as "aggregate" are (subject to the above provision respecting "each person") the total limit of the Company's liability for all damages for personal injury sustained during each annual period of the policy.

(2) The limit of property damage liability stated in the Declarations as applicable to "each occurrence" is the total limit of the Company's liability for all damages arising out of injury to or destruction of all property of one or more persons or entities, as the result of any one occurrence; provided, however, that subject to the limit of liability with respect to "each occurrence," the limit of property damage liability stated in the Declarations as "aggregate" is the total limit of the Company's liability for all property damage occurring during each annual period of the policy.

(3) If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the company's liability and the kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

(c) Products Hazard: The term "products hazard" means liability of an insured for damages because of bodily injury or property damage arising out of goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, if the occurrence or accident occurs after physical possession of such goods or products has been relinquished to others by the Named Insured or by others trading under his name and such occurrence or accident occurs away from premises owned, rented or controlled by the Named Insured; provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;

(d) Services-Operations Hazard: The term "Services-Operations Hazard" means liability of an insured for damages because of bodily injury or property damage arising out of operations or services, whether or not any product is involved, if the bodily injury or property damage takes place after such operations or services have been completed or abandoned and occurs away from premises owned, rented to or controlled by the Named Insured; provided, however, that operations or services shall not be deemed incomplete because they were not properly or correctly performed; and provided, further, that the following shall not be deemed to be "operations or services" within the meaning of this paragraph: (A) pickup or delivery, except from or onto a railroad car, (B) the maintenance of automobiles owned or used by or in behalf of the insured, (C) the existence of tools, uninstalled equipment and abandoned or unused materials.

(e) Named Insured: The term Named Insured m[illegible] the entity or entities named in Item 1 of the Declarations and, as res[illegible]s any individual there named, his spouse with respect to the conduct of such a business.

2. Premium, Audit, and Inspection:

The premium stated in the Declarations is an estimated premium only. Upon termination of this policy, the earned premium shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such insured.

A policy period of three years is comprised of three consecutive annual periods. Premium is subject to amendment for the second and third annual periods. Second and third year premiums shall be stated by endorsement issued to form a part of the policy. Computation and adjustment of earned premium shall be made at the end of each annual period.

The Company shall be permitted to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium basis or the subject matter of this insurance.

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

3. Notice and Cooperation:

The insured shall:

(a) notify the Company in writing as soon as practicable of the occurring of any event which might give rise to a claim covered by this policy, in sufficient detail so that the Company may identify the insured and be advised thereby of the date, place and circumstances of the occurrence and the Names and addresses of witnesses and persons injured;

(b) immediately forward to the Company every demand, notice, summons or other process received by him;

(c) cooperate with the Company in the investigation and defense of claims and the conduct of litigation;

(d) NOT, except at his own cost and expense, make any payment, assume any obligation or incur any expense other than for such first aid for others as shall be necessary at the time of the occurrence or accident;

(e) as to medical payments coverages, give the Company written proof of claim, authorize the Company to obtain medical reports and copies of medical records, and submit to physical examination by physicians selected by the Company.

4. Subrogation:

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

5. Assignment:

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured, if an individual, shall die, this policy shall cover (1) the Named Insured's legal representative as Named Insured; and (2) any person having proper temporary custody of any owned automobile or hired automobile, as an insured, until the appointment and qualification of such legal representative; provided, that notice of cancellation addressed to the insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

6. Cancellation:

This policy may be cancelled: (a) by the Named Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective; (b) by the Company by mailing to the Named Insured at the address shown on this policy written notice stating when, not less than 10 days thereafter such cancellation shall be effective if cancellation is for non payment of premium, or, not less than 30 days if cancellation is for any reason other than non payment of premium. 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 policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

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

7. Other Insurance:

Except as otherwise in this policy provided, if the insured has other valid collectible insurance ap[illegible]able to him, either as Named Insured therein or otherwise, against a lo[illegible]vered by this policy, then this policy shall apply to such loss as excess insurance over and above the limits of liability of all such other insurance.

BODILY INJURY AND PROPERTY DAMAGE LIABILITY — EXCEPT AUTOMOBILE

SCHEDULE

(1985-1986) **Hazards — Advance Premiums** Policy No. CAL 17 16 00

Description of Hazards	Code No.	Premium Bases	Rates: Coverage A	Rates: Coverage B	Advance Premiums: Coverage A	Advance Premiums: Coverage B
(a) Premises — Operations — Elevators		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration			
BARREL MANUFACTURING	24402	c) 630,000	.343	.134	2161.00	844.00
STOP GAP		c) 50,000 c) 640,000	.030 .015		15.00 96.00	
Personal Injury AND EXTENSION OF LIABILITY COVERAGES				$ 301.00	301.00	
(b) Independent Contractors		Cost	Per $100 of Cost			
CONSTRUCTION OPERATIONS	16291	IF ANY	.018	.015	10.00 M	10.00 M
(c) Products or Services - Operations		Sales	Per $1,000 of Sales			
BARREL MANUFACTURING	24992	4,300,000	.275	.624	1183.00	2683.00
(d) Contract Liability						—
BLANKET CONTRACTUAL		IF ANY			324.00	127.00
			Total Advance Premiums		$ 4090.00	$ 3664.00

FORM NO. CAS 27

AUTOMOBILE LIABILITY

Description of Hazards — Premiums

(1985–1986)

Policy No. CAL 17 16 00

1. Owned Automobiles	Premium Basis — Per Automobile	Advance Premiums	
	Class Territory	Coverage A	Coverage B
AS PER SCHEDULE ATTACHED		INCLUDED	INCLUDED
Family Protection (Uninsured Motorists)		INCLUDED	
Medical Payments Limits $5,000.	$ INCLUDED		

2. Hired Automobiles		Premium — Cost of Hire				
Class	Locations	Estimated Cost of Hire	Rates Per $100 Cost of Hire			
			Coverage A	Coverage B		
6619	SEATTLE, WASHINGTON	IF ANY			INCLUDED	INCLUDED

3. Non-Owned Automobiles		Premium Basis — Per Employee				
Class 1 Persons — Name of Each		Location	Rates Per Employee			
6601	IF ANY	SEATTLE, WASHINGTON			INCLUDED	INCLUDED
Class 2 Employees — Number		Location	Rates Per Employee			
			Coverage A	Coverage B		
6601	IF ANY	SEATTLE, WASHINGTON			INCLUDED	INCLUDED
			Total Advance Premiums		$ INCLUDED	$ INCLUDED

FORM NO. CAS 27A

SCHEDULE OF AUTOMOBILL Policy Number CAL 17 16 00 (1985-19__) PAGE 1 *** $500. DED.
** $250. DED.
* $100. DED.

Item	Year, Description, Motor No., Purchase Date	Class/Terr.	Cost Sym/Age	PREMIUM Bodily Injury	Property Damage	Medical	U.M.	Amt. Ins.	*Comprehensive	PREMIUM Fire Theft	**Collision	Amt. Ded.	Location
1.	1980 CADILLAC DE VILLE #1726	7398/001	17500-6	254.	INCL.	28.	25	ACV	33.**		138.	250.	
2.	1982 CADILLAC DE VILLE #7158	7398/001	17500-4	254.	INCL.	28.	25	ACV	45.**		175.	250.	
3.	1982 CADILLAC DE VILLE #2072	7398/001	17500-4	254.	INCL.	28.	25	ACV	45.**		175.	250.	
4.	1980 DATSUN PICKUP #2762	01499/001	6100-6	328.	INCL.	86.	25	ACV	34.*		87.	500.	
5.	1976 INTERNATIONAL STAKE TRUCK #9539	03499/001	11000-6	426.	INCL.	86.	25	ACV	41.***		172.	500.	
6.	1974 INTERNATIONAL STAKE TRUCK #1844	03499/001	11600-6	426.	INCL.	86.	25	ACV	41.***		172.	500.	
7.	1963 INTERNATIONAL YARD TRUCK #TBD	21499/001	2500-6	N/C	N/C	N/C	N/C	ACV		7.	N/C		
8.	1974 INTERNATIONAL STAKE TRUCK #3725	23499/001	13000-6	N/C	N/C	N/C	N/C	ACV		32.	N/C		
9.	1964 MACK DIESEL TRACTOR #4815	36499/001	7500-6	N/C	N/C	N/C	N/C	ACV		18.	N/C		
10.	1967 INTERNATIONAL TRACTOR #4684	36499/001	11700-6	689.	INCL.	86.	25	ACV		30.	N/C		
11.	1979 GMC TRACTOR #5847	36499/001	32000-6	689.	INCL.	86.	25	ACV	109.***		470.	500.	
12.	1971 MACK TRACTOR #8426	36499/001	8500-6	689.	INCL.	86.	25	ACV		23.	N/C		
13.	1980 GMC TRACTOR #7887	50499/001	30000-6	853.	INCL.	86.	25	ACV	109.***		470.	500.	
14.	1980 GMC TRACTOR #7886	50499/001	30000-6	853.	INCL.	86.	25	ACV	109.***		470.	500.	
15.	1956 TRAILMOBILE SEMI-TRAILER #2968	67499/001	5000-6	82.	INCL.	N/C	N/C	ACV		10.	N/C		
16.	1956 TRAILMOBILE SEMI-TRAILER #TBD	67499/001	5000-6	82.	INCL.	N/C	N/C	ACV		10.	N/C		
17.	1950 FRUEHAUF SEMI-TRAILER #1287	67499/001	4500-6	82.	INCL.	N/C	N/C	ACV		7.	N/C		
18.	1944 FRUEHAUF SEMI-TRAILER #1227	67499/001	2200-6	82.	INCL.	N/C	N/C	ACV		7.	N/C		
19.	1959 UTILITY SEMI-VAN #2782	67499/001	6000-6	82.	INCL.	N/C	N/C	ACV		10.	N/C		
20.	1959 UTILITY SEMI-TRAILER #2783	67499/001	6000-6	82.	INCL.	N/C	N/C	ACV		10.	N/C		

*The insurance afforded each item is only with respect to each coverage for which a limit is entered above. The letters "ACV" shall mean "Actual Cash Value".
**Collision insurance applies only for each item for which a deductible is entered above.

FORM 1032 (7-74)

SCHEDULE OF AUTOMOBILES Policy Number CAL 17 16 00 (1985-1986) PAGE 2

*** $500. DED.
** $250. DED.
* $100. DED.

Item	Year, Description, Motor No., Purchase Date	Class/Terr.	Cost Sym/Age	PREMIUM Bodily Injury	Property Damage	Medical	U.M.	Amt. Ins.	PREMIUM *Comprehensive	Fire Theft	**Collision	Amt. Ded.
21.	1962 UTILITY SEMI-TRAILER #TBD	67499/001	6000-6	82.	INCL.	N/C	N/C	ACV		10.	N/C	
22.	1964 LUFKIN SEMI-TRAILER #9719	67499/001	1800-6	82.	INCL.	N/C	N/C	ACV		7.	N/C	
23.	1965 LUFKIN SEMI-TRAILER #0219	67499/001	1800-6	82.	INCL.	N/C	N/C	ACV		7.	N/C	
24.	1972 BROWN SEMI-TRAILER #6676	67499/001	5000-6	82.	INCL.	N/C	N/C	ACV		10.	N/C	
25.	1972 BROWN SEMI-TRAILER #6675	67499/001	5000-6	82.	INCL.	N/C	N/C	ACV		10.	N/C	
26.	1972 BROWN SEMI-TRAILER #6674	67499/001	5000-6	82.	INCL.	N/C	N/C	ACV		10.	N/C	
27.	1973 FRUEHAUF SEMI-TRAILER #6016	67499/001	5000-6	82.	INCL.	N/C	N/C	ACV		10.	N/C	
28.	1970 CLM VAN SERIES 7 #1397	67499/001	6000-6	82.	INCL.	N/C	N/C	ACV		10.	N/C	
	NON-OWNED AUTO AND HIRED AUTO			68.	INCL.							
				6931.	INCL.	772.	275.		566.	238.	2329.	

*The insurance afforded each item is only with respect to each coverage for which a limit is entered above. The letters "ACV" shall mean "Actual Cash Value".
**Collision insurance applies only for each item for which a deductible is entered above.

FORM 1032 (7-74)

PHYS. .L DAMAGE COVERAGE — ENDOR. .MENT
(Form AL 120 — Ed. 3-84)
SCHEDULE

COVERAGES AND PREMIUMS						
Coverage	Deductible if any	Auto #1	Auto #2	Auto #3	Auto #4	TOTAL
E Comprehensive	VARIOUS					$ INCLUDED
F Collision	VARIOUS					$ INCLUDED
E-F All Risk						$
G Fire						$ INCLUDED
H Theft						$ INCLUDED
I CAC						$ INCLUDED
J Towing						$
TOTAL						
Auto Club Co.	Pol. No.				TOTAL	$ INCLUDED

DESCRIPTION OF AUTOMOBILES						
Year	Make	ID #	Cost/New	Class/Terr.	Symbol/Age	Amt. Ins.
1.	AS PER SCHEDULE					
2.						
3.						
4.						

LIMITS OF LIABILITY $ PER UNIT $ MAXIMUM

LOSS PAYEE and LESSOR or other interests			
	Lessor	Auto	Name and Address

This endorsement No. 1 , forming a part of Policy No. CAL 17 16 00 is effective APRIL 8, 1985

Named Insured NORTHWEST COOPERAGE COMPANY, INC.

Authorized Signature

CONSOLIDATED AMERICAN INSURANCE COMPANY
Company

INSURED AGREEMENTS

I The Company, subject to the limits of liability, exclusions, conditions, and other terms of this endorsement, and the policy to which it is attached, agrees to provide the **Named Insured**, as respects owned **automobiles** described in the schedule of this endorsement, coverages for which a specific premium is shown in the schedule:

Coverage E — Comprehensive (excluding collision): To pay for loss caused other than by collision to the **automobile**. For the purpose of this coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief of vandalism, riot or civil commotion, or colliding with a bird or animal, shall not be deemed to be loss caused by collision.

Coverage F — Collision: To pay for loss caused by collision to the **automobile** with another object or with a vehicle to which it is attached or by upset of such **automobile**; but only for the amount of each such loss in excess of the deductible amount stated in the schedule as applicable hereto. The deductible amount shall not apply to loss caused by a collision with another **automobile** insured by the Company.

Coverage E-F — All Risk Physical Damage: To pay for loss to the owned **automobile** but only for the amount of each such loss in excess of the deductible amount stated in the declarations as applicable hereto. The deductible amount shall not apply to loss caused by a collision with another automobile insured by the Company.

Coverage G — Fire, Lightning and Transportation: To pay for loss to the **automobile** caused (a) by fire or lightning, (b) by smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the **automobile** is located, or (c) by the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the **automobile** is being transported.

Coverage H — Theft: To pay for loss to the **automobile** caused by theft, larceny, robbery, or pilferage.

Coverage I — Combined Additional Coverage: To pay for loss to the **automobile** caused by windstorm, hail, earthquake, explosion, riot or civil commotion, or the forced landing or falling of any aircraft or of its parts or equipment, flood or rising waters, malicious mischief or vandalism, external discharge or leakage of water except loss resulting from rain, snow or sleet whether or not wind-driven; provided, with respect to each **automobile** $50, shall be deducted from each loss caused by malicious mischief or vandalism.

Coverage J — Towing and Labor Costs: To pay for towing and labor costs of no more than $25. per disablement necessitated by the disablement of the **automobile** covered by this policy, provided the labor is performed at the place of disablement.

II **Automatic Coverages**

Such coverage as is afforded **automobiles** described in the schedule of this endorsement shall also apply to the automobiles acquired by the **Named Insured** as owned automobiles after the inception of the policy subject to the deductibles and limits of liability in this endorsement.

III **Family Automobile Provisions**

If the **Named Insured** is an individual

A. Such insurance as is afforded by this endorsement as applies to the individual **Named Insured's** owned four wheel private passenger, station wagon or jeep type **automobile** shall also apply as respects use by the **Named Insured**, his spouse if residing in his household or a relative of either also so residing of any similar type non-owned **automobile** or non-owned trailer designed for use with such **automobile**, provided (1) such non-owned **automobile** or trailer is not furnished for the regular use of the **Named Insured**, spouse or relative and (2) use by the **Named Insured**, spouse or relative is with the permission of the owner and within the scope of that permission and (3) that the maximum loss to any non-owned trailer is $500.

B. **Personal Effects Coverage** — The Company agrees to pay for loss caused by fire or lightning to robes, wearing apparel and other personal effects which are the property of the individual **Named Insured**, or his spouse if residing in the same household or any relative of either also so residing, while such effects are in or upon a described four wheel private passenger, station wagon or jeep type **automobile**; provided that the maximum loss from any one occurrence is $100.

IV **Loss Payee, Lessor or Co-Owner Interest:** Loss if any under this endorsement is payable to the **Named Insured** and to any other person or organization whose interest in such loss is declared as covered under the endorsement.

V **Supplementary Payments:** In addition to the applicable limit of liability the Company agrees:

A. To reimburse the **Named Insured** for transportation expenses incurred during the period commencing 48 hours after a theft of an entire private passenger **automobile** (not used as a public or livery conveyance and not owned or held for sale by an **automobile** dealer) has been reported to the Company and the policy, and terminating when such **automobile** is returned to use or the Company pays for the loss; provided that the Company shall not be obligated to pay aggregate expenses in excess of $10. per day or totaling more than $300.

B. To pay general average and salvage charges for which the **Named Insured** becomes legally liable, as to the **automobile** being transported.

VI **Territory:** Coverage under the endorsement applies only to loss from occurences occurring during the policy period while the **automobile** is within the United States of America, its territories or possessions or Canada.

VII **Definition:**

A. **"Owned Automobile"** means any motor vehicle or trailer

(1) Owned by the **Named Insured** or his spouse if a resident of the same household, or

(2) Leased by such **Named Insured** or spouse for a term of not less than one year, provided that the lessor or owner does not have the right to use the automobiles except as an employee driver of such **Named Insured** or spouse at any time during the period of the lease other than for repair or exchange purposes.

B. **"Automobile"** whenever used in this endorsement above includes "owned **automobile**."

C. **"Loss"** means direct and accidential loss of or damage to (a) the automobile, including its equipment, or (b) other insured property.

D. **"Per Unit"** means one automobile or combination of truck and trailer or tractor and trailer(s).

EXCLUSIONS

This endorsement does not apply

(A) while the **automobile** is used as public or livery conveyance,

(B) to any loss resulting from or due to war, whether declared or not, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, or the confiscation by duly constituted governmental or civil authority,

(C) to any loss due to and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage results from a theft covered by the policy,

(D) to any loss to robes, wearing apparel or personal effects except as provided by the family **automobile** provisions of this supplement,

(E) to tires unless damaged by fire, or malicious mischief or vandalism, or stolen or unless the loss be coincident with and from the same cause as other loss covered by this supplement,

(F) under the comprehensive or theft coverages to loss due to conversion, embezzlement or secretion by any person in possession of the **automobile** under a lease or rental contract, conditional sale, purchase agreement, mortgage or other encumbrance,

(G) under the collision coverage to breakage of glass if such glass breakage is otherwise covered by this supplement,

(H) to loss due to radioactive contamination,

(I) (1) to loss of or damage to any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument is permanently installed in the automobile;

(2) to loss of or damage to any tape, wire record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound.

CONDITIONS

None of the provisions of the policy to which this endorsement is attached apply to coverage afforded by this endorsement except policy conditions titled Premium, Audit and Inspection, Subrogation, Assignment, Cancellation and Other Insurance.

(1) **Named Insured's Duties When Loss Occurs:** In the event of loss the **insured** shall:

a. protect the **automobile**, whether or not the loss is covered by this policy, and any further loss due to the **insured's** failure to protect shall not be recoverable under the policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the Company's request;

b. give notice of such loss as soon as practicable to the Company or any of its authorized agents and also, in the event of theft, larceny, robbery or pilferage, to the police but shall not, except at his own cost, offer or pay any reward for recovery of the **automobile;**

c. file with the company within 91 days after loss, his sworn proof of loss in such form and including such information as the company may reasonably and shall, upon the Company's request, exhibit the damaged property and submit to examination under oath.

(2) **Appraisal:** if the **insured** and the Company fail to agree to the amount of loss, either may, within 60 days after proof of loss is filed, demand an appraisal of the loss. In such event the **insured** and the Company shall each select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The **insured** and the Company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.

(3) **Limit of Liability, Settlement Option, No Abandonment:**

A. The limit of the Company's liability for loss to any one **automobile** shall not exceed (subject to any applicable deductible provisions) either

(1) the actual cash value of the **automobile** (or the stated amount of insurance applicable to such **automobile** if declared in the schedule of this endorsement) or if the loss is a part thereof, the actual cash value of such part at the time of loss, or

(2) what it would cost to repair or replace the **automobile** or such part thereof with other or like kind and quality, with deductions for depreciation, or

(3) the applicable limit of liability stated in the schedule as applicable to **"per unit"**.

B. The limit of such liability stated in the schedule of this endorsement as applicable to "maximum" is (subject to the above provisions as respects any one **unit**) the total limit of the Company's liability under the policy and this endorsement for loss to all **automobiles** during each annual term of this policy

C. The Company may pay for the loss in money or may repair or replace the **automobile** or such part thereof, as aforesaid, or may return any stolen property with payment for any resultant damage thereto at any time before the loss is paid or the property is so replaced, or may take all or such part of the **automobile** at the agreed or appraised value but there shall be no abandonment to the Company.

(4) **Payment for Loss-Action Against Company:** Payment for loss may no: be required nor shall action lie against the Company unless, as a condition precedent thereto, the **Named Insured** shall have fully complied with all the terms of this supplement nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this supplement.

(5) **No Benefit to Bailee:** The insurance afforded by this supplement shall not enure directly or indirectly to the benefit of any carrier or bailee liable for loss to the **automobile.**

(6) **Automobile Club Membership Warranty:** In consideration of the reduced collision premium for Automobile Club membership, if such is designated in the schedule of this endorsement, the **insured** warrants continuous membership in such club during the policy year. The reduced collision premium will be raised to regular collision premium if there is a breach of this warranty.

EXTENSION OF LIABILITY COVERAGES ENDORSEMENT

Subject otherwise to all of the terms, conditions, definitions and exclusions of the policy, this endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

I. **CONTRACTUAL LIABILITY**

The term "legally obligated" under Coverage A and B (Business Liability) is amended to read:

The term "legally obligated" shall include the **named insured's** contractual liability, but ONLY with respect to liability of others for such damages assumed by the **named insured** under a contract which became binding and effective before such damages were sustained.

II. **FIRE LEGAL LIABILITY**

Insuring Agreement 1B(b) is amended to read:

The limit of Property Damage liability stated as applicable to each occurrence is, as to Fire Legal Liability, $50,000 per occurrence unless otherwise indicated herein: $_____ per occurrence.

III. **PERSONAL INJURY—ADVERTISING INJURY**

Except with respect to an insured who is in the business of advertising, broadcasting, publishing or telecasting, Insuring Agreement II, Coverage C (Personal Injury) is extended to include within Coverages A and B injury or damage sustained by any person or organization arising out of an offense occurring in the course of the **named insured's** advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

Exclusions:
Coverage C does not apply to:
(a) liability assumed by the insured under any contract or agreement;
(b) any injury arising out of any act committed by the insured with actual malice;
(c) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract;
(d) infringement of trademark, service mark or trade name other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or,
(e) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.

IV. **PREMISES MEDICAL PAYMENTS**

Limit of Liability
$1,000 each person unless otherwise indicated herein: $_____each person.

The Company will pay all reasonable medical expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, necessary ambulance, hospital, professional nursing and funeral services incurred within one year from the date of occurrence or accident to or for each person who sustains injury because of:
(1) a condition in the premises owned by or rented to or leased by the named insured with respect to which the named insured is afforded coverage for **bodily injury liability** under this policy or
(2) operations with respect to which the **named insured** is afforded coverage for **bodily injury liability** under this policy, provided however that this insurance under (1) or (2) does not apply to **bodily injury** (a) arising out of the ownership, maintenance, operation or use of (i) aircraft or watercraft while away from premises owned or possessed by the **named insured**, or (ii) automobiles; (b) arising out of an event within the definition of the Products Hazard or within the definition of the Services—Operations Hazard; (c) to the **named insured**, any partner thereof or any tenant or other person who resides on the premises on which the **bodily injury** was caused or sustained; (d) to any person while engaged in the maintenance, repair, alterations, demolition or new construction at premises insured under paragraph (1) above; (e) to any person if any benefits for such **bodily injury** are payable under or required to be provided by worker's compensation, unemployment compensation or disability benefits law or under any similar law.

The limits of liability for Premises Medical Payments Coverage stated in this endorsement as applicable to each person is the limit of the Company's liability for all medical expenses to any one person as the result of any one accident but subject to the above provisions respecting "each person", the total liability of the Company under this coverage for all medical expenses for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of **bodily injury liability** stated in the policy applicable to "each occurrence".

V. **NON-OWNED WATERCRAFT LIABILITY COVERAGE (UNDER 26 FEET IN LENGTH)**

Exclusion (b) (2) is amended to read:

watercraft, if the occurrence or accident takes place away from premises owned by, rented to or controlled by the insured. This exclusion does not apply to operations performed by independent contractors; or to any watercraft under 26 feet in length provided such watercraft is neither owned by the **named insured** nor being used to carry persons or property for a charge.

VI. **LIMITED WORLDWIDE LIABILI:. OVERAGE**

*Insuring Agreement IV "**Covered Occurrences**" is amended to add the following:*

Except with respect to damages arising out of (a) Products Hazard or the Services-Operations Hazard and(b) Premises Medical Payments Coverage, (4) anywhere in the world with respect to injury or damages arising out of the activities of any insured permanently domiciled in the United States of America, though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

VII. **ADDITIONAL PERSONS INSURED**

Insuring Agreement 2. **Definition of Insured** is amended to add the following:
If the **named insured** is an individual, the spouse of the person so designated.
If the **named insured** is a partnership, the spouse of a partner. T is a dditional provision shall apply only with respect to the conduct of the business of the **named insured**.

With respect to any employee of the **named insured** while acting within the scope of his duties as such, the insurance afforded to such employee does not apply:
(1) to personal injury or advertising injury to the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing.
(2) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the **named insured**, or by the **named insured** or, if, the **named insured** is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

VIII. **AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS**

Insuring Agreement I is amended in part to delete the wording: "If the **named insured** should, during the policy period, become a member of a partnership or joint venture, Coverage A and B shall apply to his liability (subject to Insuring Agreement IV.**Covered Occurrences**) as such member for a period of fifteen (15) days following the date on which he becomes such member." and is replaced with the following:
If the **named insured** should, during the policy period, acquire or form any organization over which the **named insured** maintains ownership or majority interest, such organization shall be deemed an insured under this policy (subject to Insuring Agreement IV, **Covered Occurrences**) for a period of ninety days or until such organization becomes an insured under any other liability or indemnity policy, whichever first occurs.

IX. **AMENDMENT TO THE BROAD FORM NUCLEAR EXCLUSION (DEFINITION OF WASTE)**

It is agreed that the definition of "**Waste**" contained in the Nuclear Energy Liability Exclusion (Broad Form) is amended to read as follows:
"**Waste**" means any material:

(a) containing **by-product material** other than the tailings or wastes 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**.

This endorsement, effective 4-8-85 (DATE) forms a part of policy no. CAL 17 16 00

issued to NORTHWEST COOPERAGE COMPANY, INC. (NAME)

OP-GAP ENDORSEMENT

In consideration of the premium provided in this policy and the warranty by the insured that he does and will during the term of this insurance carry Workers' Compensation Insurance on his employees to the extent provided by the Workers' Compensation Laws or State-administered Funds of the State of Washington, it is agreed that if any employee of the insured suffers bodily injury, disease or death allegedly in the course of his employment but under such circumstances that the insured is not fully released from liability for any claim resulting from such bodily injury disease or death, then this policy, subject otherwise to its terms, conditions and limits of indemnity, shall cover the legal liability of the insured for such bodily injury, disease or death; provided, however, that this insurance shall not extend to cover nor be required to contribute to any claim by an employee of the insured to the extent that such claim is recoverable under the Workers' Compensation Insurance carried by the insured and hereinbefore warranted or recoverable under any other specific insurance.

The insurance granted by this endorsement shall not apply to:

(a) bodily injury, disease or death suffered or caused by any person knowingly employed by the insured in violation of any law as to age;

(b) bodily injury, disease or death suffered by any employee whose remuneration has not been included in the total remuneration upon which premium for this endorsement is based;

(c) aircraft operation or the performance of any duty in connection with aircraft while in flight;

(d) any premium, assessment, penalty, fine or other obligation imposed by any Workers' Compensation Law;

(e) any claim for bodily injury, disease or death with respect to which the insured is deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment under, or any failure to comply with the provisions of the Workers' Compensation Law or Laws or the provisions of the Workers' Compensation Insurance carried in the States above named;

(f) any claim for Loss of Consortium.

The premium for this endorsement shall be computed upon the remuneration earned by employees which is reported under the Workers' Compensation Insurance carried by the insured in the States above named.

For Attachment to Policy No. CAL 17 16 00 Issued to: NORTHWEST COOPERAGE COMPANY, INC.

Effective Date of Endorsement: APRIL 8, 1985

Countersigned at SEATTLE, WASHINGTON, By .....
Authorized Representative

ADDITIONAL EXCLUSIONS

(Form 146 – Ed. 1-80)

NONE of the Insuring Agreements in this policy applies, with respect to each of the following exclusions which are prefixed with the word; "APPLIES":

_____ **Automobiles Excluded**
This policy does not apply to the Insured's liability arising from the ownership, maintenance, use, loading or unloading of any automobile. This exclusion, however, does not apply to the Insured's liability arising from the parking of a Non-Owned Automobile on premises owned by, rented to, or controlled by the Named Insured.

_____ **Owned Automobiles Excluded**
This policy does not apply to the Insured's liability arising from the ownership, maintenance, use, loading or unloading of an owned automobile or an automobile leased to or furnished for the regular use of the Named Insured.

APPLIES **Owned Automobiles Leased To Others Excluded**
This policy does not insure any lessee or user or any entity (other than the Named Insured) for the use of an owned automobile while said automobile is under lease to others.

_____ **Products Hazard and Services–Operations Hazard Excluded**
This policy does not apply to the Insured's liability arising from the Products Hazard or the Services–Operations Hazard as defined in the policy.

_____ **Professional Activities Excluded**
This policy does not apply to the Insured's liability arising from any act, error or omission performed or omitted to be performed by the insured in the business or profession set forth below, nor to any such act, error or omission done or not done in connection therewith This exclusion, however, does not apply to the Insured's liability arising from the ownership, maintenance, use, loading and unloading of automobiles.

Designated Business or Professional Activity:

_____ **Damage From Explosion Hazard Excluded**
This policy does not apply to the Insured's liability arising from injury to or destruction of any property, arising out of blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

_____ **Damage From Collapse Hazard Excluded**
This policy does not apply to the Insured's liability arising from injury to or destruction of any property, due to or resulting from the collapse of or structural injury to any building or structure because of:

1. Grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, coffer dam work or caisson work, or
2. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

_____ **Damage From Underground Hazard Excluded**
This policy does not apply to the Insured's liability arising from injury to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading and paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

Exceptions To Exclusion of Damage From Explosion, Collapse or Underground Hazards
These exclusions do not apply to operations performed for the Insured by independent contractors, to liability of others assumed by the Insured by a contract covered by this policy, or to property damage included in the definition of the Products Hazard or the Services–Operations Hazard.

APPLIES **Athletic Participants Excluded**
This policy does not apply to the Insured's liability arising from bodily injury to any person while said person is practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by the Named Insured.

_____ **Water Damage Excluded**
This policy does not apply to the Insured's liability arising from property damage, wherever occurring, arising out of any of the following insofar as any of them occur on or from premises owned by or rented to the Named Insured and injure or destroy buildings or property therein: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts of supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators; but, this definition does not apply to loss due to fire, to the use of elevators or escalators or to operations performed by independent contractors.

All other terms and conditions of this policy remain unchanged.

This endorsement No. 4 , forming a part of Policy No. CAL 17 16 00 is effective APRIL 8, 1985

med Insured NORTHWEST COOPERAGE COMPANY, INC.

_____
Authorized Signature

CONSOLIDATED AMERICAN INSURANCE COMPANY
Company

. AMILY PROTECTION COVERAGE

Damages for Bodily Injury and Property Damage caused by Underinsured Automobiles

(Form AL 124W - [redacted] Ed. 6/84)

Bodily Injury	Property Damage
$ * each person	$ *
$ * each occurrence	* $500,000 COMBINED SINGLE LIMIT

INSURING AGREEMENTS

I. Underinsured Motorist: The company agrees to pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an underinsured automobile because of bodily injury, sickness, or disease, including death resulting therefrom, hereinafter called "bodily injury," or property damage sustained by the insured, caused by an accident and arising out of the ownership, maintenance or use of such underinsured automobile; provided, for the purposes of this endorsement, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

No judgement against any person or organization alleged to be legally responsible for the bodily injury or property damage shall be conclusive, as between the insured and the company, of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgement is entered pursuant to an action prosecuted by the insured with the written consent of the company.

II. Definitions:

(a) "insured" means:
- (1) the named insured as stated in the policy (herein also referred to as the "principal named insured") and any person designated as named insured in the schedule and, while residents of the same household, the spouse of any such named insured and relatives of either;
- (2) any other person while occupying an insured automobile; and
- (3) any person, with respect to damages he is entitled to recover because of bodily injury or property damage to which this endorsement applies sustained by an insured under (1) and (2) above.

The insurance applies separately with respect to each insured, but the application of the insurance to more than one insured shall not operate to increase the limits of the company's liability.

(b) "insured automobile" means an automobile:
- (1) described in the schedule as an insured automobile to which the bodily injury or property damage coverage of the policy applies;
- (2) while temporarily used as a substitute for an insured automobile as described in subparagraph (1) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
- (3) while being operated by a named insured or by his spouse if a resident of the same household;

but the term "insured automobile" shall not include:
- (1) an automobile while used as a public or livery conveyance;
- (2) an automobile while being used without the permission of the owner.

(c) "underinsured automobile" means:
- (1) an automobile with respect to the ownership, maintenance or use of which there is no bodily injury or property damage bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such automobile, or with respect to which there is a bodily injury or property damage liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder, or is or becomes insolvent;
- (2) for which there is a liability bond or insurance policy at the time of an accident but which does not provide at least the amount an insured is legally entitled to recover as damages resulting from bodily injury or property damage caused by the accident;
- (3) a "hit-and-run" or "phantom vehicle" as defined;

but the term "underinsured automobile" shall not include:
- (1) an insured automobile;
- (2) a land motor vehicle or trailer if operated on rails or while located for use as a residence or premises and not used as a vehicle;
- (3) any vehicle which is an insured automobile for liability insurance.

(d) "hit-and-run" or "phantom vehicle" means an automobile which hits an insured or which causes any accident resulting in bodily injury or property damage to an insured without hitting an automobile which the insured is occupying at the time of the accident, provided:
- (1) there cannot be ascertained the identity of either the operator or owner of such "hit-and-run" or "phantom vehicle";
- (2) the insured or someone on his behalf shall have reported the accident within 72 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company as soon as practicable thereafter a statement under oath that the insured or his legal representative has a cause of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
- (3) at the company's request, the insured or his legal representative makes available for inspection the automobile which the insured was occupying at the time of the accident.

There must be proof of the facts of the accident other than the testimony of the insured or any other person who has a claim under this coverage.

(e) Occupying. The word "occupying" means in or upon or entering into or alighting from.

(f) State. The word "state" includes the District of Columbia, a territory or possession of the United States and a province of Canada.

(g) "Property Damage" as used in this endorsement means injury or destruction of:
- (1) Your covered auto;
- (2) Any property owned by a person listed in 1. and 2. of "insured" while contained in your covered auto.

III. Policy Period, Territory: This endorsement applies only to accidents which occur on and after the effective date hereof, during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This endorsement does not apply:

(a) while operating or occupying a motor vehicle owned or available for the regular use by the named insured or any family member, and which is not insured under the liability coverage of the policy;

(b) so as to insure directly of indirectly to the benefit of any workers' compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workers' compensation or similar disability benefits law.

CONDITIONS

1. Policy Provisions: None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" or "Notice of Accident," "Changes," "Assignment," "Cancellation" and "Declarations."

2. Premiums: If during the policy period the number of insured automobiles owned by the principal named insured or spouse or the number of dealer's license plates issued to the principal named insured changes such named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, such named insured shall pay the excess to the company; if less, the company shall return to such named insured the unearned portion paid by such insured.

3. Proof of Claim; Medical Report As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examination under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death

his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

4. Assistance and Cooperation of the Insured: After notice of claim under this endorsement, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization as a party defendant.

5. Notice of Legal Action: If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury or property damage against any person or organization legally responsible for the use of an automobile involved in the accident, a copy of the summons and complaint or other process served in connection with legal action shall be forwarded immediately to the company by the insured or his legal representative.

6. Limits of Liability:
(a) *The limit of liability stated in the schedule as applicable to "each person" is the* limit of the company's liability for all damages, including damages for the care or loss of services, because of bodily injury sustained by one person as a result of any accident and, subject to the above provision respecting each person, the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages, including damages for care or loss of services, *because of bodily injury sustained by two or more persons as the result of any* accident regardless of the number of automobiles, insureds, claims made or vehicles involved in the accident.
(b) We will pay under this coverage only after the limits of liability under any applicable bodily injury or property damage bonds or policies have been exhausted by payment of judgements or settlements.

7. Property Damage Deductible: This coverage shall not apply:
(a) For the first three hundred dollars of property damage if the underinsured motor vehicle is a "hit-and-run" or a "phantom vehicle;" or,
(b) For the first one hundred dollars of property damage if the damages are caused by any other underinsured motor vehicle.

8. Other Insurance: With respect to bodily injury to an insured while occupying an automobile not owned by the principal named insured, the insurance under this endorsement shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such automobile as primary insurance. And this insurance shall then apply only in the amount by which the limit of liability for *this coverage exceeds the applicable limit of liability of such other insurance.*

Except as provided in the foregoing paragraph, if the insured has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limit of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which the Coverage applies than the limit of liability hereunder bears to the sum of the applicable limit of liability of this insurance and such other insurance.

9. Arbitration: If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an underinsured automobile because of bodily injury or property damage to the insured, or do not agree as to the amount of payment which may be owing under this endorsement, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement.

10. Trust Agreement: In the event of payment to any person under this endorsement:
(a) the company shall be entitled to the extent of such payment to the proceeds of any settlements or judgement that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury or property damage because of which such payment is made after the insured has been fully compensated for the loss;
(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this endorsement;
(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payments as damages from such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorney's fees incurred by it in connection therewith:
(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

11. Payment of Loss by the Company. Any amount due hereunder is payable (a) to the insured, or (b) if the insured be a minor to his parent or guardian, or (c) if the insured be deceased to his surviving spouse, otherwise (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents; provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

12. Action Against Company: No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all terms of this endorsement.

Deductible Property Damage (Coverage B) Endorsement

(Form 118 -- Ed. 1-80)

I The company shall be liable under Coverage B only for the difference between such deductible amount as designated in the following schedule and the applicable limit of liability for "each occurrence" as stated in the policy.

Deductible Schedule

Deductible (Enter Amount of Ded.)		Basis of Application (Show "Per Claim" or "Per Occurrence")
Auto	$	Deductible Applying
Non-Auto	$ 250.00	Deductible Applying PER CLAIM

II The deductible amount entered in the schedule of this endorsement shall be deducted from the amount of all sums which the **insured** shall become legally obligated to pay as damages (from "auto" or "non-auto" claims as defined) as the result of any occurrence

A. (per claim basis) to all property of each person or organization (if the deductible in the schedule is described as applying "per claim") or

B. (per occurrence basis) to all property of one or more persons or organizations (if the deductible in the schedule is described as applying "per occurrence").

III A deductible which is to apply to liability arising from the ownership, maintenance, operation, use, loading or unloading of **automobiles** shall be designated opposite "auto" in the schedule.

IV A deductible which is to apply to liability arising from other than ownership, maintenance, operation, use, loading or unloading of **automobiles** shall be designated opposite "non-auto" in the schedule.

V The terms of the policy apply irrespective of the application of the deductible amount.

VI The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the **named insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

This endorsement No. 6 forming a part of Policy No. CAL 17 16 00 is effective APRIL 8, 1985

Named Insured NORTHWEST COOPERAGE COMPANY, INC.

Authorized Signature

CONSOLIDATED AMERICAN INSURANCE COMPANY

Company

SINGLE LIMIT OF LIABILITY — AUTOMOBILE
(Form AL 153 — Ed. 1-80)

It is agreed that:

1. The Policy Declarations, Limits of Liability - Automobile as respects Coverage A - Bodily Injury and Coverage B - Property Damage are amended to read: $500,000. each occurrence.

2. Part 1(b) Limits of Liability of the Policy Definitions and Conditions as respects Bodily Injury and Property Damage Liability is amended to read as follows:

   Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles to which this policy applies, the company's liability is limited as follows:

   Bodily Injury Liability and Property Damage Liability:

   The limit of liability stated in the schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability for all damages because of bodily injury, including damages for care and loss of services, or property damage as a result of any one occurrence, provided that with respect to any one occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for bodily injury liability and for property damage liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

This endorsement No. 7, forming a part of Policy No. CAL 17 16 00 is effective APRIL 8, 1985

Named Insured NORTHWEST COOPERAGE COMPANY, INC.

Authorized Signature

CONSOLIDATED AMERICAN INSURANCE COMPANY
Company

ENDORSEMENT

(Form AL 151 — Ed. 1-80)

SOUND RECEIVING AND TRANSMITTING EQUIPMENT EXCLUDED

It is agreed that any Physical Damage Insurance afforded by the policy is subject to the following additional exclusion:

This insurance does not apply to loss of, or damage to any sound receiving or sound receiving and transmitting equipment designed for use as citizen's band radio two-way mobile radio or telephone, or scanning monitor receiver, including any accessories and antennas, except if the equipment is permanently installed in the opening of the dash or console of the automobile normally used by the motor vehicle manufacturer for the installation of a radio.

All other terms and conditions of this policy remain unchanged.

This endorsement No. 8 , forming a part of Policy No. CAL 17 16 00 is effective APRIL 8, 1985

Name Insured NORTHWEST COOPERAGE COMPANY, INC.

Authorized Signature

CONSOLIDATED AMERICAN INSURANCE COMPANY

Company

SINGLE LIMIT OF LIABILITY — OTHER THAN AUTOMOBILE

(Form GL 105 — Ed. 1-80)

(Bodily Injury, Property Damage and Personal Injury Liability Combined)

It is agreed that:

1. The Policy Declarations, **Limits of Liability — Other than Automobile** as respects Coverage A — Bodily Injury, Coverage B — Property Damage and Coverage C — Personal Injury are amended to read:

   $ 500,000. each occurrence

   $ 500,000. aggregate

2. Part 1(b) Limits of Liability of Policy Definitions and Conditions as respects Bodily Injury (Including Personal Injury) and Property Damage is amended to read as follows:

   The limit of liability stated above as "each occurrence" is the total limit of the Company's liability for the combined total of ALL damages for Bodily Injury, Property Damage and Personal Injury arising out of any one occurrence (irrespective of the number of claimants); and (subject to such limitation respecting each occurrence) the total limit of the Company's liability stated above as "aggregate" shall be the total limit of the Company's liability for all damages arising, during any one annual period, from the Products Hazard and Services' Operations Hazard of Coverage A, any occurrence under Coverage B NOT arising out of or involving the ownership, maintenance or use of automobiles and from all damages for personal injury as covered under Coverage C.

This endorsement No. 9 , forming a part of Policy No. CAL 17 16 00 is effective APRIL 8, 1985

Named Insured NORTHWEST COOPERAGE COMPANY, INC. _____
Authorized Signature

CONSOLIDATED AMERICAN INSURANCE COMPANY
Company

Endorsement to be attached to and made part of Policy No. CAL 17 16 00

of CONSOLIDATED AMERICAN INSURANCE COMPANY

Issued to NORTHWEST COOPERAGE COMPANY, INC.

EFFECTIVE: APRIL 8, 1985

NAMED INSURED

NORTHWEST COOPERAGE COMPANY, INC.
AMERICAN BAY AND SALVAGE COMPANY, INC.
JACK AND LOUISE TROTSKY, INDIVIDUALLY
HERMAN AND JACQUALINE TROTSKY, INDIVIDUALLY

ENDORSEMENT NO. 10

All other terms and conditions remaining unchanged.

JUNE 7 19 85

FORM M-11 5M H

ENDORSEMENT

(Form AL 128 – Ed. 1-80)

AMENDMENT OF AUTOMOBILE COVERAGES

In consideration of the policy premium or the premium adjustment shown hereon, it is agreed that the following Items are changed to read as follows:

AUTOMOBILE(S) AND/OR COVERAGES - ADDED - DELETED - CHANGED

ITEM NO.	(CHECK ONE) ADD	DLT	CHG	YR	NAME	BODY TYPE	MOTOR NO.	CLASS-TERR	STATED AMOUNT	COMP DED	COLL DED	COST NEW	SYM-AGE
29	X			1985	FORD	BRONCO	#7817	7398/01		100	500	17,025	-1

LOSS PAYEE: Any loss under Coverages E and F is payable as interest may appear to the Insured and _____

ITEM NO.	(ANNUAL) B.I.	P.D.	MED	COMP	F/T CAC	COLL	UM	(PRO RATA) B.I.	P.D.	MED	COMP	F/T CAC	COLL	UM	A.P	R.P.
29	254	INCL	28	81		251	25	200	INCL	22	64		198	20	504	

P/R Factor .789

Total Premium Adjustment - Additional XXX Return _____ $504.00

Special Limit of Liability Applicable to Item(s) No. _____ (If other than as stated on the Declaration page)

Bodily Injury Liability	$	,000 each person
	$	,000 each occurrence
Property Damage Liability	$	,000 each occurrence
Automobile Med. Payments	$	each person

This endorsement No. 11 ,forming a part of Policy No. CAL 17 16 00 is effective 6-24-85

Named Insured NORTHWEST COOPERAGE COMPANY, INC.

Authorized Signature

CONSOLIDATED AMERICAN INSURANCE COMPANY

Company

ENDORSEMENT

(Form AL 128 – Ed. 1-80)

AMENDMENT OF AUTOMOBILE COVERAGES

In consideration of the policy premium or the premium adjustment shown hereon, it is agreed that the following Items are changed to read as follows:

AUTOMOBILE(S) AND/OR COVERAGES - ADDED - DELETED - CHANGED

ITEM NO.	(CHECK ONE) ADD	DLT	CHG	YR	NAME	BODY TYPE	MOTOR NO.	CLASS-TERR	STATED AMOUNT	COMP DED	COLL DED	COST NEW	SYM-AGE
30	X			1979	GMC	TRACTOR	#2603	50499/01				30,000	-6
31	X			1974	GMC	TRACTOR	#1097	50499/01				25,000	-6
32	X			1978	FORD	TRACTOR	#9617	50499/01				30,000	-6
33	X			1976	TMO	TRAILER	#4670	67499/01				5,000	-6
34	X			1976	TMO	TRAILER	#4767	67499/01				5,000	-6
35	X			1976	TMO	TRAILER	#4775	67499/01				5,000	-6

LOSS PAYEE: Any loss under Coverages E and F is payable as interest may appear to the Insured and _____

ITEM NO.	(ANNUAL) B.I.	P.D.	MED	COMP	F/T CAC	COLL	UM	(PRO RATA) B.I.	P.D.	MED	COMP	F/T CAC	COLL	UM	A.P	R.P.
30	853	INCL			74		25	397	INCL			34		12	443	
1	853	INCL			74		25	397	INCL			34		12	443	
32	853	INCL			74		25	397	INCL			34		12	443	
33	82	INCL			10			38	INCL			5			43	
34	82	INCL			10			38	INCL			5			43	
35	82	INCL			10			38	INCL			5			43	

P/R Factor .466 Total Premium Adjustment - Additional XXX Return _____ $1,458.00

Special Limit of Liability Applicable to Item(s) No. _____ (If other than as stated on the Declaration page)

Bodily Injury Liability	$	,000 each person
	$	,000 each occurrence
Property Damage Liability	$	,000 each occurrence
Automobile Med. Payments	$	each person

This endorsement No. 14 ,forming a part of Policy No. CAL 17 ~~16 00~~ is effective 10-20-85

Named Insured NORTHWEST COOPERAGE COMPANY, INC.

Authorized Signature

CONSOLIDATED AMERICAN INSURANCE COMPANY

Company

CLASSIFIED
4/8/86 – 4/8/87

HERMAN TROTSKY 26498-0001
(S. HALE
"OLD NW COOPERAGE BH&G FILE"

NORTHWEST COOPERAGE adv. City 7350.0010
Classified Ins. (CGL 4600974) 1986-87

ORIGINAL

HERMAN TROTSKY 26498-0001
(S. HALE
"OLD NW COOPERAGE BH&G FILE"

COMPREHENSIVE LIABILITY POLICY

No. CGL 4 600974
Branch

CAL 17 16 00
Previous Policy

Classified Insurance Corp.

RATHBONE, KING & SEELEY INSURANCE SERVICES, INC.
San Francisco, California

Item 1. Named Insured NORTHWEST COOPERAGE COMPANY, INC.

AMERICAN BAY AND SALVAGE COMPANY, INC.

Address 7152 FIRST AVENUE SOUTH, SEATTLE, WASHINGTON 98108
No. Street City County State Zip

Item 2. Business BARREL RECONDITIONER, a CORPORATION
(Corp., Indiv., Ptnrship.)

Item 3. Policy Period: From APRIL 8, 1986 to APRIL 8, 1987
12:01 A.M., Standard Time at the above address of Named Insured.

Item 4. The policy covers, subject to the exclusions and the stated limits of liability, ONLY those of the following coverages for which a specific premium is shown:

COVERAGES	LIMITS OF LIABILITY * AS PER SINGLE LIMIT ENDORSEMENTS		PREMIUM
	* AUTOMOBILE	* OTHER THAN AUTOMOBILE	
A Bodily Injury	$ 000 each person $ 000 each occurrence	$ 000 each person $ 000 each occurrence $ 000 aggregate	$ INCLUDED
B Property Damage	$ 000 each occurrence	$ 000 each occurrence* $ 000 aggregate *Including $25,000 Fire Legal Liability	$ INCLUDED
C Personal Injury	XXXXXXXXXXXXXXXXXXXXXXXXXX	$ 500,000 aggregate	$ INCLUDED
D Automobile Medical Payments	$ 5,000 each person	XXXXXXXXXXXXXXXXXXXXXXXXXX	$ INCLUDED
Premium for Endorsements attached to Policy When Issued		AL 120 $	INCLUDED

For explanation of "Limits of Liability" see "Definitions" 1 (b).
Premium for a three-year policy is payable as follows:

Total: $ 48,081.00

In advance $ -0- 1st Anniversary $ -0- 2nd Anniversary $ -0-

The above coverages are defined in the "Insuring Agreements", following which are EXCLUSIONS eliminating coverage with respect to (a) war, etc., (b) watercraft or aircraft, (c) injuries to employees, (d), (e) and (f) damage to property owned, used or sold by the insured, (g) membership in a joint venture or partnership, (h) intentionally caused injuries (i) manufacture, distribution or sale of alcoholic beverages, (j) snowmobiles and racing, (k) pollution, and (l) nuclear energy.

PLEASE READ THESE EXCLUSIONS AND ALL ENDORSEMENTS SINCE THEY MAY CONTAIN ADDITIONAL EXCLUSIONS. WORDS which are DEFINED in the policy are printed in **boldface** type.

IN WITNESS WHEREOF, CLASSIFIED INSURANCE CORP. has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the company unless countersigned by an authorized agent of the company.

Lynda D Katsakos
Secretary

John H Cizl
President

Broker or Agent FRED S. JAMES AND COMPANY #4521 Countersigned by Brian V Pape
Authorized Representative

5835 7/85

The CLASSIFIED INSURANCE CORPOR 'ON, hereafter called "the Company," subject to the limits of liability, the ditions and exclusions contained in the policy, agrees:

I COVERAGES A and B (Business Liability):

1. To pay on behalf of the insured all sums which the insured shall me legally obligated to pay as damages because of:

A. bodily injury, sickness or disease, including death resulting therefrom, sustained by any person (hereafter called Bodily Injury);

B. damage to or destruction of property of others (hereafter called Property Damage).

This Coverage B applies to Property Damage to structures or portions thereof rented to or occupied by the Named Insured, including fixtures permanently attached thereto, if such Property Damage arises out of fire (hereafter called Fire Legal Liability), subject to the following provisions:

(a) With respect to Fire Legal Liability, exclusions (d) through (f) are deleted and the following exclusion is added:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

(b) The limit of Property Damage liability stated as applicable to each occurrence is, as to Fire Legal Liability, $25,000 each occurrence.

The term "legally obligated" shall include the Named Insured's contractual liability, but ONLY with respect to liability of others for such damages assumed by the Named Insured under a written contract which became binding and effective before such damages were sustained.

The Company shall have the right and duty to defend the Insured in any suit against the Insured seeking to recover damages covered by this policy, but the Company will not pay any claim or judgment or defend the Insured in any suit: (1) after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements, or (2) after the Company has given written notice to any excess insurer for the Insured that the applicable limit of the Company's liability is available for payment at the direction of the Insured in settlement or other disposition of such claims, judgments or suits. The Named Insured(s) shall have the right as against any other insureds, to have the limits of liability used in such manner as shall best ect such Named Insured(s).

Provided, however, that if the Named Insured is an INDIVIDUAL, Coverages A and B apply ONLY with respect to the conduct of a business of which he is the SOLE PROPRIETOR; and if a PARTNERSHIP, JOINT VENTURE or CORPORATION is a Named Insured, any Named Insured who is an INDIVIDUAL shall be protected under Coverages A and B ONLY with respect to his liability as a partner of such partnership, member of such joint venture or officer, director or stockholder of such corporation.

If the Named Insured should, during the policy period become a member of partnership or joint venture, Coverages A and B shall apply to his liability (Subject to Insuring Agreement IV, COVERED OCCURRENCES) as such member for a period of fifteen (15) days following the date on which he becomes such member.

2. DEFINITION OF INSURED: The unqualified word insured under Coverages A and B means:

(a) except with respect to the ownership, maintenance, use, operation, loading, or unloading of automobiles:

(1) any individual designated as a named insured as respects:

a. the conduct of a business of which he is the Sole Proprietor; or

b. his liability as partner of a partnership, member of a joint venture or officer, director or stockholder of a corporation, if such partnership, joint venture or corporation is also designated as a Named Insured;

(2) any employee (including officers, directors or stockholders) of the Named Insured while acting within the course and scope of his duties and authority as such, provided however, that no employee shall be insured with respect to Bodily Injury or Property Damage sustained by a Named Insured or by another employee arising out of and in the course of employment by a Named Insured.

(3) any partnership or joint venture designated as Named Insured, and any partner or member thereof, but only while acting within the scope of his duties as such;

(4) any person (other than an employee of the Named Insured) or organization while acting as a Real Estate manager for the Named Insured with respect to real property owned by or leased to the Named Insured.

(5) Any person or entity for whom the Named Insured has agreed

(1) an owned automobile or hired automobile, the Named Insured and any p n or organization legally responsible for the use thereof provided the actual use is by the Named Insured or with his permission, EXCEPT, as respects a hired automobile, the following shall not be insured: the owner, or a lessee (other than the Named Insured) thereof, or any agent or employee of such owner or lessee;

(2) a non-owned automobile, the Named Insured and (a) if such automobile is used with the consent of the owner and in the business of the Named Insured, any partner (if the Named Insured is a partnership) or (b) executive officer (if the Named Insured is a corporation) of the Named Insured, except that any owner of any such non-owned automobile or resident of such owner's household shall NOT be an insured;

(3) any automobile, the following are NOT insured:

a. any employee with respect to bodily injury to another employee of the same employer in the course of such employer's business.

b. any person or organization (other than the Named Insured or his employees) or to any agent or employee thereof, employed or otherwise engaged in the business of selling, repairing, servicing, delivering, testing, road-testing, parking or storing automobiles with respect to any accident arising out of the maintenance or use of a motor vehicle in connection therewith.

c. any person or organization, and any agent or employee thereof (other than the Named Insured, a relative of the Named Insured who is a resident of the Named Insured's household, a lessee or bailee of the automobile, or an employee of such Named Insured, relative, lessee or bailee) while loading or unloading any automobile.

II COVERAGE C (Personal Injury):

1. To include within Coverages A and B, injury or damage sustained by any person or organization arising out of the conduct of any business operations engaged in by the Named Insured arising out of:

(a) false arrest, detention, imprisonment or malicious prosecution;
(b) libel, slander or defamation of character;
(c) invasion of privacy, wrongful eviction or wrongful entry.

2. EXCLUSIONS: Coverage C does not apply to:

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

(b) any claim or injury arising out of any advertising, broadcasting or telecasting activities by or for the insured;

3. Subparagraph (b) of paragraph 2 (Definition of Insured) of Coverages A and B shall not apply to Coverage C.

III COVERAGE D (Automobile Medical Payments):

To pay all reasonable medical expenses incurred within one year from the date of occurrence or accident for necessary medical, surgical, X-ray and dental services, including prosthetic devices, necessary ambulance, hospital, professional nursing and funeral services:

1. to or for each person who sustains bodily injury while in, upon, entering or alighting from an owned automobile and being used by a person to whom insurance is afforded under this policy for such use; or

2. to or for the Named Insured and, if residing in the same household, the spouse of such Named Insured, and, if residing in the same household, the relatives of either, because of bodily injury sustained while in or upon, entering or alighting from, or through being struck by any automobile OTHER THAN an automobile owned by any such resident-relative

EXCEPT with respect to an owned automobile, the insurance afforded under Coverage D shall be excess insurance over and above any other valid and collectible automobile medical expense insurance available to the insured.

IV COVERED OCCURRENCES:

All of the coverages afforded by this policy are LIMITED to bodily injury or property damage which is ACTUALLY SUSTAINED during the policy period:

V SUPPLEMENTARY PAYMENTS

With respect to such insurance as is afforded this policy, the Company shall, in addition to the applicable limits of liability (but not after it has (a) paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon, or (b) terminated, under the provisions agreement I, its obligation to defend), pay:

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

2. premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limits of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, to exceed $500.00 per bail bond, but the Company shall have no obligation to apply for or furnish any of the bonds mentioned in this paragraph 2;

3. expenses incurred by the insured for first aid to others at the time of an occurrence or accident, for bodily injury to which this policy applies;

4. reasonable expenses incurred by the insured at the Company's request, and actual loss of earnings (but not loss of other income) not to exceed $100.00 per day because of his attendance at hearings or trials at such request.

EXCLUSIONS

NONE of the Insuring Agreements in this policy applies:

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

(b) to the ownership, maintenance, operation, use, loading or unloading of (1) aircraft; or (2) except with respect to operations performed by independent contractors, watercraft if the occurrence or accident takes place away from premises owned by, rented or controlled by the insured;

(c) to any obligation for which the insured or any carrier as insurer may be held liable under any workmen's compensation, unemployment compensation, or disability benefits law, or similar law; or to bodily injury to any employee of the insured except such liability of others as the insured may have assumed by a contract covered by this policy;

(d) To property damage, including loss of use, to: (1) property owned or occupied by or rented to the insured, or held by the insured for sale or entrusted to the insured for storage or safekeeping; or property transported by the insured by motor vehicle, including the loading or unloading thereof.

(2) Except with respect to liability under a written sidetrack agreement or to the use of elevators or escalators, covered by this policy.

(i) property while on premises owned by or rented to or in custody of the insured for the purpose of having operations performed on such property by or on behalf of the insured;

(ii) tools or equipment while being used by the insured in performing his operations;

(iii) property in the custody of the insured which is to be installed, erected or used in construction by the insured;

(iv) that particular part of any property, not on premises owned by or rented to the insured upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or out of which any property damage arises, or the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by, or on behalf of the insured. This exclusion (d)(2)(iv) does not apply to the named insured's product where the insured has relinquished physical possession of such product to others, or where the property damage arises out of the services-operations hazard.

(3) any goods, products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the insured.

(e) To loss of use of property resulting from:

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

(2) the failure of the named insured's products or work completed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured, but this exclusion does not apply to loss of use of other property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured, caused by an accidental malfunctioning of, or unsuspected defect in, the product or work.

(f) To damages claimed for withdrawal, replacement, inspection, repair or loss of use of the named insured's products or work completed by or for the named insured, if such products, completed work or property is withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

(g) to any liability of the Named Insured as a member of a joint venture or partnership, unless such joint venture or partnership is named in the Declarations as a Named Insured, except to the extent that coverage may be afforded under the last paragraph of subdivision 1 of Insuring Agreement I;

(h) to injury, death, damage or destruction caused intentionally by or at the direction of the insured;

(i) under coverages A, B & C (if the insured or his indemnitee is engaged in the business of manufacturing, distributing, selling, or serving alcoholic beverages) to any liability of an insured (or any entity whom an insured has agreed to indemnify) for bodily injury or property damage arising in whole or in part, by reason of the selling, serving or giving of any alcoholic beverage, (1) in violation of any statute, ordinance or regulation, (2) to a minor, (3) to a person under the influence of alcohol, or (4) which causes or contributes to the intoxication of any person;

(j) to bodily injury or property damage arising out of the ownership, maintenance, operation or use of (1) any self-propelled equipment, not subject to motor vehicle registration, in any drag race, or while being used in any pre-arranged or organized racing, speed or demolition contest, or in any stunting activity, or practice or in preparation for any such contest or activity, (2) any snowmobile or trailer used therewith.

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

(l) to liability – 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 exclusion: "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 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. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

DEFINITIONS AND CONDITIONS

1. Definitions:

(a) Automobile: Except where stated to the contrary, the word "automobile" means any vehicle designed for use principally upon streets and highways and subject to motor vehicle registration under the laws of the state in which such vehicle is principally garaged as follows:

(1) Owned Automobile: An automobile owned by the Named Insured;

(2) Hired Automobile: An automobile leased, rented or loaned, to, the Named Insured, provided such automobile is not owned by or registered in the name of (A) any Named Insured or (B) any executive officer thereof or (C) any employee or agent of any Named Insured who is granted an operating allowance of any sort for the use of such automobile;

(3) **Non-Owned Automobile:** Any other automobile.

(4) The following described equipment shall NOT be deemed an **automobile:** (A) if of the crawler type, any tractor, power crane or shovel, ditch or trench digger; (B) any farm-type tractor; (C) any concrete mixer other than of the mix-in-transit type; (D) any grader, scraper, roller or farm implement; and (E) if not subject to motor vehicle registration, any other equipment not specified below, which is designed for use principally off public roads.

(5) The following described equipment shall be deemed an **automobile** while being operated solely for locomotion, but NOT otherwise: (A) if of the non-crawler type, any power crane or shovel, ditch or trench digger; and (B) any air-compressing, building or vacuum-cleaning, spraying or welding equipment or well-drilling machinery.

(b) **Limits of Liability:**

(1) The limit of **bodily injury** liability, personal injury liability or medical payments coverage stated in the Declarations as applicable to "each person" is the limit of the Company's liability for all damages arising out of **bodily injury** or personal injury sustained by any one person as the result of any one occurrence; the limit of such liability stated in the Declarations as applicable to "each occurrence" is (subject to the above provision respecting "each person") the total limit of the Company's liability for all damages arising out of **bodily injury** sustained by two or more persons as the result of any one occurrence; provided, however, that subject to the limit of liability with respect to "each occurrence", the limits of **bodily injury** liability stated in the Declarations as "aggregate" are respectively the total limit of the Company's liability for all damages arising during each annual period of the policy from the total of the **Products Hazard** and the **Services-Operations Hazard**, combined. The limits of liability for Personal Injury stated in the Declarations as "aggregate" are (subject to the above provision respecting "each person") the total limit of the Company's liability for all damages for personal injury sustained during each annual period of the policy.

(2) The limit of **property damage** liability stated in the Declarations as applicable to "each occurrence" is the total limit of the Company's liability for all damages arising out of injury to or destruction of all property of one or more persons or entities, as the result of any one occurrence; provided, however, that subject to the limit of liability with respect to "each occurrence," the limit of **property damage** liability stated in the Declarations as "aggregate" is the total limit of the Company's liability for all **property damage** occurring during each annual period of the policy.

(3) If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the company's liability and the kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

(c) **Products Hazard:** The term "**products hazard**" means liability of an **insured** for damages because of **bodily injury** or **property damage** arising out of goods or products manufactured, sold, handled, or distributed by the **Named Insured** or by others trading under his name, if the occurrence or accident occurs after physical possession of such goods or products has been relinquished to others by the **Named Insured** or by others trading under his name and such occurrence or accident occurs away from premises owned, rented or controlled by the **Named Insured**; provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;

(d) **Services-Operations Hazard:** The term "**Services-Operations Hazard**" liability of an **insured** for damages because of **bodily injury** or **property damage** arising out of operations or services, whether or not any product is involved, if the **bodily injury** or **property damage** takes place after such operations or services have been completed or abandoned and occurs away from premises owned, rented to or controlled by the **Named Insured**; provided, however, that operations or services shall not be deemed incomplete because they were not properly or correctly performed; and provided, further, that the following shall not be deemed to be "operations or services" within the meaning of this paragraph: (A) pickup or delivery, except from or onto a railroad car, (B) the maintenance of automobiles owned or used by or on behalf of the insured, (C) the existence of tools, uninstalled equipment and abandoned or unused materials.

(e) **Named Insured:** The term **Named Insured** means the entity or entities named in Item 1 of the Declarations and, as respects any individual there named, his spouse with respect to the conduct of such a business.

2. **Premium, Audit, and Inspection:**

The premium [illegible]d in the Declarations is an estimated premium only. Upon termination o[illegible] is policy, the earned premium shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated premium paid, the **Named Insured** shall pay the excess to the Company; if less, the Company shall return to the **Named Insured** the unearned portion paid by such insured.

A policy period of three years is comprised of three consecutive annual periods. Premium is subject to amendment for the second and third annual periods. Second and third year premiums shall be stated by endorsement issued to form a part of the policy. Computation and adjustment of earned premium shall be made at the end of each annual period.

The Company shall be permitted to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium basis or the subject matter of this insurance.

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

3. **Notice and Cooperation:**

The insured shall:

(a) notify the Company in writing as soon as practicable of the occurring of any event which might give rise to a claim covered by this policy, in sufficient detail so that the Company may identify the insured and be advised thereby of the date, place and circumstances of the occurrence and the Names and addresses of witnesses and persons injured;

(b) immediately forward to the Company every demand, notice, summons or other process received by him;

(c) cooperate with the Company in the investigation and defense of claims and the conduct of litigation;

(d) NOT, except at his own cost and expense, make any payment, assume any obligation or incur any expense other than for such first aid for others as shall be necessary at the time of the occurrence or accident;

(e) as to medical payments coverages, give the Company written proof of claim, authorize the Company to obtain medical reports and copies of medical records, and submit to physical examination by physicians selected by the Company.

4. **Subrogation:**

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

5. **Assignment:**

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the **Named Insured**, if an individual, shall die, this policy shall cover (1) the **Named Insured's** legal representative as **Named Insured**; and (2) any person having proper temporary custody of any owned automobile or hired automobile, as an insured, until the appointment and qualification of such legal representative; provided, that notice of cancellation addressed to the insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

6. **Cancellation:**

This policy may be cancelled: (a) by the **Named Insured** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective; (b) by the Company by mailing to the **Named Insured** at the address shown on this policy written notice stating when, not less than 10 days thereafter such cancellation shall be effective if cancellation is for non payment of premium, or, not less than 30 days if cancellation is for any reason other than non payment of premium. 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 policy period. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing.

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

7. **Other Insurance:**

Except as otherwise in this policy provided, if the insured has other valid collectible insurance applicable to him, either as **Named Insured** therein or otherwise, against a loss covered by this policy, then this policy shall apply to such loss as excess insurance over and above the limits of liability of all such other insurance.

BODILY INJURY AN' PROPERTY DAMAGE LIABILITY – E' EPT AUTOMOBILE

SCHEDULE

(1986-1987) Hazards – Advance Premiums Policy No. CGL 4 60 09 74

Description of Hazards	Code No.	Premium Bases	Rates Coverage A	Rates Coverage B	Advance Premiums Coverage A	Advance Premiums Coverage B
(a) Premises – Operations – Elevators		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration			
BARREL MANUFACTURING	24402	c) 1,010,000.	.434	.184	4383.00	1858.00
STOP GAP		c) 50,000.	.038		19.00	
		c) 960,000.	.019		182.00	
Personal Injury AND EXTENSION OF LIABILITY COVERAGES				$ 624.00	624.00	
(b) Independent Contractors		Cost	Per $100 of Cost			
CONSTRUCTION OPERATIONS	16291	IF ANY	.022	.017	13.00M	13.00M
(c) Products or Services - Operations		Sales	Per $1,000 of Sales			
BARREL MANUFACTURING	24992	5,230,000.	.327	.741	1710.00	3875.00
(d) Contract Liability						
BLANKET CONTRACTUAL		IF ANY			657.00	279.00
			Total Advance Premiums		$ 7588.00	$ 6025.00

FORM NO. CAS 27

AUTOMOBILE LIABILITY

Description of Hazards – Premiums

(1986-1987) Policy No. CGL 4 60 09 74

1. Owned Automobiles	Premium Basis – Per Automobile	Advance Premiums	
	Class Territory	Coverage A	Coverage B
	AS PER SCHEDULE	INCLUDED	INCLUDED
Family Protection (Uninsured Motorists)		INCLUDED	
Medical Payments Limits $ 5,000. 10,000. PIP	$ INCLUDED		

2. Hired Automobiles		Premium – Cost of Hire				
Class	Locations	Estimated Cost of Hire	Rates Per $100 Cost of Hire			
			Coverage A	Coverage B		
6619	SEATTLE, WASHINGTON	IF ANY			INCLUDED	INCLUDED

3. Non-Owned Automobiles		Premium Basis – Per Employee				
Class 1 Persons – Name of Each		Location	Rates Per Employee			
6601	IF ANY	SEATTLE, WASHINGTON			INCLUDED	INCLUDED
Class 2 Employees – Number		Location	Rates Per Employee			
			Coverage A	Coverage B		
6601	IF ANY	SEATTLE, WASHINGTON			INCLUDED	INCLUDED
			Total Advance Premiums		$ INCLUDED	$ INCLUDED

FORM NO. CAS 27A

PHYSICAL DAMAGE COVERAGE — ENDORSEMENT
(Form AL 120 — Ed. 10-85)

SCHEDULE

COVERAGES AND PREMIUMS

Coverage	Deductible if any	Auto #1	Auto #2	Auto #3	Auto #4	TOTAL
E Comprehensive	$250.00					$ INCLUDED
F Collision	$500.00					$ INCLUDED
E-F All Risk						$
G Fire						$ INCLUDED
H Theft						$ INCLUDED
I CAC						$ INCLUDED
J Towing						$
TOTAL						
Auto Club Co.	Pol. No.				TOTAL	$ INCLUDED

DESCRIPTION OF AUTOMOBILES

Year	Make	ID #	Cost/New	Class/Terr.	Symbol/Age	Amt. Ins.
1.	AS PER SCHEDULE					
2.						
3.						
4.						

LIMITS OF LIABILITY $ 40,000. PER UNIT $ 500,000. MAXIMUM

LOSS PAYEE and LESSOR or other interests

	Lessor	Auto	Name and Address

his endorsement No. 1 , forming a part of Policy No. CGL 4 60 09 74 is effective APRIL 8, 1986

Named Insured NORTHWEST COOPERAGE COMPANY, INC., ETAL

Authorized Signature

CLASSIFIED INSURANCE CORP.
Company

INSURED AGREEMENTS

I The Company, subject to the limits of liability, exclusions, conditions, and other terms of this endorsement, and the policy to which it is attached, agrees to provide the **Named Insured**, as respects owned **automobiles** described in the schedule of this endorsement, coverages for which a specific premium is shown in the schedule:

Coverage E — Comprehensive (excluding collision): To pay for loss caused other than by collision to the **automobile**. For the purpose of this coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, or colliding with a bird or animal, shall not be deemed to be loss caused by collision.

Coverage F — Collision: To pay for loss caused by collision to the **automobile** with another object or with a vehicle to which it is attached or by upset of such **automobile**; but only for the amount of each such loss in excess of the deductible amount stated in the schedule as applicable hereto. The deductible amount shall not apply to loss caused by a collision with another **automobile** insured by the Company.

Coverage E-F — All Risk Physical Damage: To pay for loss to the owned **automobile** but only for the amount of each such loss in excess of the deductible amount stated in the declarations as applicable hereto. The deductible amount shall not apply to loss caused by a collision with another automobile insured by the Company.

Coverage G — Fire, Lightning and Transportation: To pay for loss to the **automobile** caused (a) by fire or lightning, (b) by smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the **automobile** is located, or (c) by the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the **automobile** is being transported.

Coverage H — Theft: To pay for loss to the **automobile** caused by theft, larceny, robbery, or pilferage.

Coverage I — Combined Additional Coverage: To pay for loss to the **automobile** caused by windstorm, hail, earthquake, explosion, riot or civil commotion, or the forced landing or falling of any aircraft or of its parts or equipment, flood or rising waters, malicious mischief or vandalism, external discharge or leakage of water except loss resulting from rain, snow or sleet whether or not wind driven; provided, with respect to each **automobile** $50. shall be deducted from each loss caused by malicious mischief or vandalism.

Coverage J — Towing and Labor Costs: To pay for towing and labor costs of no more than $25. per disablement necessitated by the disablement of the **automobile** covered by this policy, provided the labor is performed at the place of disablement.

II **Automatic Coverages**

Such coverage as is afforded **automobiles** described in the schedule of this endorsement shall also apply to the automobiles acquired by the **Named Insured** as owned automobiles after the inception of the policy subject to the deductibles and limits of liability in this endorsement.

III **Family Automobile Provisions**

If the **Named Insured** is an individual

A. Such insurance as is afforded by this endorsement as applies to the individual **Named Insured's** owned four wheel private passenger, station wagon or jeep type **automobile** shall also apply as respects use by the **Named Insured**, his spouse if residing in his household or a relative of either also so residing of any similar type non owned **automobile** or non-owned trailer designed for use with such **automobile**, provided (1) such non-owned **automobile** or trailer is not furnished for the regular use of the **Named Insured**, spouse or relative and (2) use by the **Named Insured**, spouse or relative is with the permission of the owner and within the scope of that permission and (3) that the maximum loss to any non-owned trailer is $500.

B. **Personal Effects Coverage** — The Company agrees to pay for loss caused by fire or lightning to robes, wearing apparel and other personal effects which are the property of the individual **Named Insured**, or his spouse if residing in the same household or any relative of either also so residing, while such effects are in or upon a described four wheel private passenger, station wagon or jeep type **automobile**; provided that the maximum loss from any one occurrence is $100.

IV **Loss Payee, Lessor or Co-Owner Interest:** Loss if any under this endorsement is payable to the **Named Insured** and to any other person or organization whose interest in such loss is declared as covered under the endorsement.

V **Supplementary Payments:** In addition to the applicable limit of liability the Company agrees:

A. To reimburse the **Named Insured** for transportation expenses incurred during the period commencing 48 hours after a theft of an entire private passenger **automobile** (not used as a public or livery conveyance and not owned or held for sale by an **automobile** dealer) has been reported to the Company and the policy, and terminating when such **automobile** is returned to use or the Company pays for the loss; provided that the Company shall not be obligated to pay aggregate expenses in excess of $10. per day or totaling more than $300.

B. To pay general average and salvage charges for which the **Named Insured** becomes legally liable, as to the **automobile** being transported.

VI **Territory:** Coverage under the endorsement applies only to loss from occurences occurring during the policy period while the **automobile** is within the United States of America, its territories or possessions or Canada.

VII **Definition:**

A. **"Owned Automobile"** means any motor vehicle or trailer

(1) Owned by the **Named Insured** or his spouse if a resident of the same household, or

(2) Leased by such **Named Insured** or spouse for a term of not less than one year, provided that the lessor or owner does not have the right to use the automobiles except as an employee driver of such **Named Insured** or spouse at any time during the period of the lease other than for repair or exchange purposes.

B. **"Automobile"** whenever used in this endorsement above includes "owned **automobile**."

C. **"Loss"** means direct and accidential loss of or damage to (a) the automobile, including its equipment, or (b) other insured property.

D. **"Per Unit"** means one automobile or combination of truck and trailer or tractor and trailer(s).

EXCLUSIONS

This endorsement does not apply

(A) while the **automobile** is used as public or livery conveyance,

(B) to any loss resulting from or due to war, whether declared or not, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, or the confiscation by duly constituted governmental or civil authority,

(C) to any loss due to and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage results from a theft covered by the policy,

(D) to any loss to robes, wearing apparel or personal effects except as provided by the family **automobile** provisions of this supplement,

(E) to tires unless damaged by fire, or malicious mischief or vandalism, or stolen or unless the loss be coincident with and from the same cause as other loss covered by this supplement,

(F) under the comprehensive or theft coverages to loss due to conversion, embezzlement or secretion by any person in possession of the **automobile** under a lease or rental contract, conditional sale, purchase agreement, mortgage or other encumbrance,

(G) under the collision coverage to breakage of glass if such glass breakage is otherwise covered by this supplement,

(H) to loss due to radioactive contamination,

(I) (1) to loss of or damage to any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument is permanently installed in the automobile;

(2) to loss of or damage to any tape, wire record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound.

CONDITIONS

None of the provisions of the policy to which this endorsement is attached apply to coverage afforded by this endorsement except policy conditions titled Premium, Audit and Inspection, Subrogation, Assignment, Cancellation and Other Insurance.

(1) **Named Insured's Duties When Loss Occurs:** In the event of loss the **Insured** shall:

a. protect the **automobile**, whether or not the loss is covered by this policy, and any further loss due to the **Insured's** failure to protect shall not be recoverable under the policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the Company's request;

b. give notice of such loss as soon as practicable to the Company or any of its authorized agents and also, in the event of theft, larceny, robbery or pilferage, to the police but shall not, except at his own cost, offer or pay any reward for recovery of the **automobile;**

c. file with the company within 91 days after loss, his sworn proof of loss in such form and including such information as the company may reasonably and shall, upon the Company's request, exhibit the damaged property and submit to examination under oath.

(2) **Appraisal:** If the **Insured** and the Company fail to agree to the amount of loss, either may, within 60 days after proof of loss is filed, demand an appraisal of the loss. In such event the **Insured** and the Company shall each select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The **Insured** and the Company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

(3) **Limit of Liability, Settlement Option, No Abandonment:**

A. The limit of the Company's liability for loss to any one **automobile** shall not exceed (subject to any applicable deductible provisions) either

(1) the actual cash value of the **automobile** (or the stated amount of insurance applicable to such **automobile** if declared in the schedule of this endorsement) or if the loss is a part thereof, the actual cash value of such part at the time of loss, or

(2) what it would cost to repair or replace the **automobile** or such part thereof with other or like kind and quality, with deductions for depreciation, or

(3) the applicable limit of liability stated in the schedule as applicable to **"per unit"**.

B. The limit of such liability stated in the schedule of this endorsement as applicable to "maximum" is (subject to the above provisions as respects any one **unit**) the total limit of the Company's liability under the policy and this endorsement for loss to all **automobiles** during each annual term of this policy.

C. The Company may pay for the loss in money or may repair or replace the **automobile** or such part thereof, as aforesaid, or may return any stolen property with payment for any resultant damage thereto at any time before the loss is paid or the property is so replaced, or may take all or such part of the **automobile** at the agreed or appraised value but there shall be no abandonment to the Company.

(4) **Payment for Loss-Action Against Company:** Payment for loss may not be required nor shall action lie against the Company unless, as a condition precedent thereto, the **Named Insured** shall have fully complied with all the terms of this supplement nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this supplement.

(5) **No Benefit to Bailee:** The insurance afforded by this supplement shall not enure directly or indirectly to the benefit of any carrier or bailee liable for loss to the **automobile.**

EXTENSION OF LIABILITY COVERAGES ENDORSEMENT

Subject otherwise to all of the terms, conditions, definitions and exclusions of the policy, this endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

I. **CONTRACTUAL LIABILITY**

The term "legally obligated" under Coverage A and B (Business Liability) is amended to read:

The term "legally obligated" shall include the **named insured's** contractual liability, but ONLY with respect to liability of others for such damages assumed by the **named insured** under a contract which became binding and effective before such damages were sustained.

II. **FIRE LEGAL LIABILITY**

Insuring Agreement 1B(b) is amended to read:

The limit of Property Damage liability stated as applicable to each occurrence is, as to Fire Legal Liability, $50,000 per occurrence unless otherwise indicated herein: $_____ per occurrence.

III. **PERSONAL INJURY—ADVERTISING INJURY**

Except with respect to an insured who is in the busines of advertising, broadcasting, publishing or telecasting, Insuring Agreement II, Coverage C (Personal Injury) is extended to include within Coverages A and B injury or damage sustained by any person or organization arising out of an offense occurring in the course of the **named insured's** advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

Exclusions:
Coverage C does not apply to:
(a) liability assumed by the insured under any contract or agreement;
(b) any injury arising out of any act committed by the insured with actual malice;
(c) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract;
(d) infringement of trademark, service mark or trade name other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or,
(e)incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.

IV. **PREMISES MEDICAL PAYMENTS**

Limit of Liability
$1,000 each person unless otherwise indicated herein: $_____each person.

The Company will pay all reasonable medical expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, necessary ambulance, hospital, professional nursing and funeral services incurred within one year from the date of occurrence or accident to or for each person who sustains injury because of:
(1) a condition in the premises owned by or rented to or leased by the named insured with respect to which the named insured is afforded coverage for **bodily injury liability** under this policy or
(2) operations with respect to which the **named insured** is afforded coverage for **bodily injury liability** under this policy, provided however that this insurance under (1) or (2) does not apply to **bodily injury** (a) arising out of the ownership, maintenance, operation or use of (i) aircraft or watercraft while away from premises owned or possessed by the **named insured**, or (ii) automobiles; (b) arising out of an event within the definition of the Products Hazard or within the definition of the Services—Operations Hazard; (c) to the **named insured**, any partner thereof or any tenant or other person who resides on the premises on which the **bodily injury** was caused or sustained; (d) to any person while engaged in the maintenance, repair, alterations, demolition or new construction at premises insured under paragraph (1) above; (e) to any person if any benefits for such **bodily injury** are payable under or required to be provided by worker's compensation, unemployment compensation or disability benefits law or under any similar law.

The limits of liability for Premises Medical Payments Coverage stated in this endorsement as applicable to each person is the limit of the Company's liability for all medical expenses to any one person as the result of any one accident but subject to the above provisions respecting "each person", the total liability of the Company under this coverage for all medical expenses for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of **bodily injury liability** stated in the policy applicable to "each occurrence".

V. **NON-OWNED WATERCRAFT LIABILITY COVERAGE (UNDER 26 FEET IN LENGTH)**

Exclusion (b) (2) is amended to read:

watercraft, if the occurrence or accident takes place away from premises owned by, rented to or controlled by the insured. This exclusion does not apply to operations performed by independent contractors; or to any watercraft under 26 feet in length provided such watercraft is neither owned by the **named insured** nor being used to carry persons or property for a charge.

VI. **LIMITED WORLDWIDE LIABILITY COVERAGE**

Insuring Agreement IV "**Covered Occurrences**" is amended to add the following:

Except with respect to damages arising out of (a) Products Hazard or the Services-Operations Hazard and(b) Premises Medical Payments Coverage, (4) anywhere in the world with respect to injury or damages arising out of the activities of any insured permanently domiciled in the United States of America, though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

VII. **ADDITIONAL PERSONS INSURED**

Insuring Agreement 2 **Definition of Insured** is amended to add the following:
If the **named insured** is an individual, the spouse of the person so designated.
If the **named insured** is a partnership, the spouse of a partner. This additional provision shall apply only with respect to the conduct of the business of the **named insured**.

With respect to any employee of the **named insured** while acting within the scope of his duties as such, the insurance afforded to such employee does not apply:
(1) to personal injury or advertising injury to the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing.
(2) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the **named insured**, or by the **named insured** or, if, the **named insured** is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

VIII. **AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS**

Insuring Agreement I is amended in part to delete the wording: "If the **named insured** should, during the policy period, become a member of a partnership or joint venture, Coverage A and B shall apply to his liability (subject to Insuring Agreement IV.**Covered Occurrences**) as such member for a period of fifteen (15) days following the date on which he becomes such member." and is replaced with the following:
If the **named insured** should, during the policy period, acquire or form any organization over which the **named insured** maintains ownership or majority interest, such organization shall be deemed an insured under this policy (subject to Insuring Agreement IV, **Covered Occurrences**) for a period of ninety days or until such organization becomes an insured under any other liability or indemnity policy, whichever first occurs.

IX. **AMENDMENT TO THE BROAD FORM NUCLEAR EXCLUSION (DEFINITION OF WASTE)**

It is agreed that the definition of "**Waste**" contained in the Nuclear Energy Liability Exclusion (Broad Form) is amended to read as follows:
"**Waste**" means any material:

(a) containing **by-product material** other than the tailings or wastes 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**.

This endorsement, effective 4-8-86 (DATE) forms a part of policy no. CGL 4 60 09 74

issued to NORTHWEST COOPERAGE COMPANY, INC., ETAL (NAME)

‹ ›P-GAP ENDORSEMENT

In consideration of the premium provided in this policy and the warranty by the insured that he does and will during the term of this insurance carry Workers' Compensation Insurance on his employees to the extent provided by the Workers' Compensation Laws or State-administered Funds of the State of Washington, it is agreed that if any employee of the insured suffers bodily injury, disease or death allegedly in the course of his employment but under such circumstances that the insured is not fully released from liability for any claim resulting from such bodily injury disease or death, then this policy, subject otherwise to its terms, conditions and limits of indemnity, shall cover the legal liability of the insured for such bodily injury, disease or death; provided, however, that this insurance shall not extend to cover nor be required to contribute to any claim by an employee of the insured to the extent that such claim is recoverable under the Workers' Compensation Insurance carried by the insured and hereinbefore warranted or recoverable under any other specific insurance.

The insurance granted by this endorsement shall not apply to:

(a) bodily injury, disease or death suffered or caused by any person knowingly employed by the insured in violation of any law as to age;

(b) bodily injury, disease or death suffered by any employee whose remuneration has not been included in the total remuneration upon which premium for this endorsement is based;

(c) aircraft operation or the performance of any duty in connection with aircraft while in flight;

(d) any premium, assessment, penalty, fine or other obligation imposed by any Workers' Compensation Law;

(e) any claim for bodily injury, disease or death with respect to which the insured is deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment under, or any failure to comply with the provisions of the Workers' Compensation Law or Laws or the provisions of the Workers' Compensation Insurance carried in the States above named;

(f) any claim for Loss of Consortium.

The premium for this endorsement shall be computed upon the remuneration earned by employees which is reported under the Workers' Compensation Insurance carried by the insured in the States above named.

For Attachment to Policy No. CGL 4 60 09 74 Issued to: NORTHWEST COOPERAGE COMPANY, INC., ETAL

Effective Date of Endorsement: APRIL 8, 1986

Countersigned at SEATTLE, WASHINGTON, By.....
Authorized Representative

SG 5512 5/82

ENDORSEMENT NO. 3

ADDITIONAL EXCLUSIONS

(Form 146 – Ed. 1-80)

NONE of the Insuring Agreements in this policy applies, with respect to each of the following exclusions which are prefixed with the word; "APPLIES":

_____ **Automobiles Excluded**
This policy does not apply to the Insured's liability arising from the ownership, maintenance, use, loading or unloading of any automobile. This exclusion, however, does not apply to the Insured's liability arising from the parking of a Non-Owned Automobile on premises owned by, rented to, or controlled by the Named Insured.

_____ **Owned Automobiles Excluded**
This policy does not apply to the Insured's liability arising from the ownership, maintenance, use, loading or unloading of an owned automobile or an automobile leased to or furnished for the regular use of the Named Insured.

APPLIES **Owned Automobiles Leased To Others Excluded**
This policy does not insure any lessee or user or any entity (other than the Named Insured) for the use of an owned automobile while said automobile is under lease to others.

_____ **Products Hazard and Services–Operations Hazard Excluded**
This policy does not apply to the Insured's liability arising from the Products Hazard or the Services–Operations Hazard as defined in the policy.

_____ **Professional Activities Excluded**
This policy does not apply to the Insured's liability arising from any act, error or omission performed or omitted to be performed by the insured in the business or profession set forth below, nor to any such act, error or omission done or not done in connection therewith. This exclusion, however, does not apply to the Insured's liability arising from the ownership, maintenance, use, loading and unloading of automobiles.

Designated Business or Professional Activity:

_____ **Damage From Explosion Hazard Excluded**
This policy does not apply to the Insured's liability arising from injury to or destruction of any property, arising out of blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

_____ **Damage From Collapse Hazard Excluded**
This policy does not apply to the Insured's liability arising from injury to or destruction of any property, due to or resulting from the collapse of or structural injury to any building or structure because of:

1. Grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, coffer dam work or caisson work, or
2. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

_____ **Damage From Underground Hazard Excluded**
This policy does not apply to the Insured's liability arising from injury to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading and paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

Exceptions To Exclusion of Damage From Explosion, Collapse or Underground Hazards
These exclusions do not apply to operations performed for the Insured by independent contractors, to liability of others assumed by the Insured by a contract covered by this policy, or to property damage included in the definition of the Products Hazard or the Services–Operations Hazard.

APPLIES **Athletic Participants Excluded**
This policy does not apply to the Insured's liability arising from bodily injury to any person while said person is practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by the Named Insured.

_____ **Water Damage Excluded**
This policy does not apply to the Insured's liability arising from property damage, wherever occurring, arising out of any of the following insofar as any of them occur on or from premises owned by or rented to the Named Insured and injure or destroy buildings or property therein: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts of supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators; but, this definition does not apply to loss due to fire, to the use of elevators or escalators or to operations performed by independent contractors.

All other terms and conditions of this policy remain unchanged.

s endorsement No. 4 , forming a part of Policy No. CGL 4 60 09 74 is effective APRIL 8, 1986

.med Insured NORTHWEST COOPERAGE COMPANY, INC., ETAL

Authorized Signature

CLASSIFIED INSURANCE CORP.

Company

Deductible Property Damage (Coverage B) Endorsement

(Form 118 – Ed. 1-80)

I The company shall be liable under Coverage B only for the difference between such deductible amount as designated in the following schedule and the applicable limit of liability for "each occurrence" as stated in the policy.

Deductible Schedule

Deductible (Enter Amount of Ded.)		Basis of Application (Show "Per Claim" or "Per Occurrence")
Auto	$	Deductible Applying
Non-Auto	$ 250.00	Deductible Applying PER CLAIM

II The deductible amount entered in the schedule of this endorsement shall be deducted from the amount of all sums which the insured shall become legally obligated to pay as damages (from "auto" or "non-auto" claims as defined) as the result of any occurrence

A. (per claim basis) to all property of each person or organization (if the deductible in the schedule is described as applying "per claim") or

B. (per occurrence basis) to all property of one or more persons or organizations (if the deductible in the schedule is described as applying "per occurrence").

III A deductible which is to apply to liability arising from the ownership, maintenance, operation, use, loading or unloading of automobiles shall be designated opposite "auto" in the schedule.

IV A deductible which is to apply to liability arising from other than ownership, maintenance, operation, use, loading or unloading of automobiles shall be designated opposite "non-auto" in the schedule.

V The terms of the policy apply irrespective of the application of the deductible amount.

VI The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

This endorsement No. 6 forming a part of Policy No. CGL 4 60 09 74 is effective APRIL 8, 1986

Named Insured NORTHWEST COOPERAGE COMPANY, INC., ETAL

Authorized Signature

CLASSIFIED INSURANCE CORP.

Company

WASHINGTON AMENDATORY

CANCELLATION AND NON-RENEWAL ENDORSEMENT

The provisions of this policy pertaining to cancellation by the company are amended as follows:

With respect to cancellation for reason other than non-payment of premium or non-renewal, this policy may be cancelled or not renewed by the company by mailing or delivering to the Insured, written notice not less than 45 days prior to the effective date of cancellation or the expiration date of this policy

All other terms and conditions remaining unchanged.

POLICY NO.: CGL 4 60 09 74 EFFECTIVE: APRIL 8, 1986
ISSUED TO: NORTHWEST COOPERAGE COMPANY, INC., ETAL

5895 3/86

ENDORSEMENT NO. 7

SINGLE LIMIT OF LIABILITY — AUTOMOBILE
(Form AL 153 — Ed. 1-80)

It is agreed that:

1. The Policy Declarations, Limits of Liability - Automobile as respects Coverage A - Bodily Injury and Coverage B - Property Damage are amended to read: $500,000. each occurrence.

2. Part 1(b) Limits of Liability of the Policy Definitions and Conditions as respects Bodily Injury and Property Damage Liability is amended to read as follows:

   Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles to which this policy applies, the company's liability is limited as follows:

   Bodily Injury Liability and Property Damage Liability:

   The limit of liability stated in the schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability for all damages because of bodily injury, including damages for care and loss of services, or property damage as a result of any one occurrence, provided that with respect to any one occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for bodily injury liability and for property damage liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

This endorsement No. 8 , forming a part of Policy No. CGL 4 60 09 74 is effective APRIL 8, 1986

Named Insured NORTHWEST COOPERAGE COMPANY, INC., ETAL

Authorized Signature

CLASSIFIED INSURANCE CORP.

Company

ENDORSEMENT

(Form AL 151 — Ed. 1-80)

SOUND RECEIVING AND TRANSMITTING EQUIPMENT EXCLUDED

It is agreed that any Physical Damage Insurance afforded by the policy is subject to the following additional exclusion:

This insurance does not apply to loss of, or damage to any sound receiving or sound receiving and transmitting equipment designed for use as a citizen's band radio two-way mobile radio or telephone, or scanning monitor receiver, including any accessories and antennas, except if the equipment is permanently installed in the opening of the dash or console of the automobile normally used by the motor vehicle manufacturer for the installation of a radio.

All other terms and conditions of this policy remain unchanged.

This endorsement No. 9 ; forming a part of Policy No. CGL 4 60 09 74 is effective APRIL 8, 1986

Name Insured NORTHWEST COOPERAGE COMPANY, INC., ETAL

Authorized Signature

CLASSIFIED INSURANCE CORP.

Company

SINGLE LIMIT OF LIABILITY — OTHER THAN AUTOMOBILE
(Form GL 105 — Ed. 1-80)
(Bodily Injury, Property Damage and Personal Injury Liability Combined)

It is agreed that:

1. The Policy Declarations, Limits of Liability — Other than Automobile as respects Coverage A — Bodily Injury, Coverage B — Property Damage and Coverage C — Personal Injury are amended to read:

   $ 500,000. each occurrence

   $ 500,000. aggregate

2. Part 1(b) Limits of Liability of Policy Definitions and Conditions as respects Bodily Injury (Including Personal Injury) and Property Damage is amended to read as follows:

   The limit of liability stated above as "each occurrence" is the total limit of the Company's liability for the combined total of ALL damages for Bodily Injury, Property Damage and Personal Injury arising out of any one occurrence (irrespective of the number of claimants); and (subject to such limitation respecting each occurrence) the total limit of the Company's liability stated above as "aggregate" shall be the total limit of the Company's liability for all damages arising, during any one annual period, from the Products Hazard and Services' Operations Hazard of Coverage A, any occurrence under Coverage B NOT arising out of or involving the ownership, maintenance or use of automobiles and from all damages for personal injury as covered under Coverage C.

This endorsement No. 10 , forming a part of Policy No CGL 4 60 09 74 is effective APRIL 8, 1986

Named Insured NORTHWEST COOPERAGE COMPANY, INC., ETAL

Authorized Signature

CLASSIFIED INSURANCE CORP.
Company

Deductible Property Damage (Coverage B) Endorsement

(Form 118 – Ed. 1-80)

I The company shall be liable under Coverage B only for the difference between such deductible amount as designated in the following schedule and the applicable limit of liability for "each occurrence" as stated in the policy.

Deductible Schedule

Deductible (Enter Amount of Ded.)		Basis of Application (Show "Per Claim" or "Per Occurrence")	
Auto	$ 2,500	Deductible Applying	PER CLAIM
Non-Auto	$ 2,500	Deductible Applying	PER CLAIM

II The deductible amount entered in the schedule of this endorsement shall be deducted from the amount of all sums which the insured shall become legally obligated to pay as damages (from "auto" or "non-auto" claims as defined) as the result of any occurrence

A. (per claim basis) to all property of each person or organization (if the deductible in the schedule is described as applying "per claim") or

B. (per occurrence basis) to all property of one or more persons or organizations (if the deductible in the schedule is described as applying "per occurrence").

III A deductible which is to apply to liability arising from the ownership, maintenance, operation, use, loading or unloading of automobiles shall be designated opposite "auto" in the schedule.

IV A deductible which is to apply to liability arising from other than ownership, maintenance, operation, use, loading or unloading of automobiles shall be designated opposite "non-auto" in the schedule.

V The terms of the policy apply irrespective of the application of the deductible amount.

VI The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

This endorsement No. 11, forming a part of Policy No. CGL 4 600974 is effective 5-30-86

Named Insured NORTHWEST COOPERAGE COMPANY, ~~INC.~~

Brian V. Pape
Authorized Signature

CLASSIFIED INSURANCE CORP.
Company

ENDORSEMENT

THIS ENDORSEMENT NO. 12, EFFECTIVE 5-30-86 (12:01 A.M. STANDARD TIME)

FORMS A PART OF POLICY NO. CGL 4 600974

ISSUED TO NORTHWEST COOPERAGE COMPANY, INC.

IN CONSIDERATION OF A RETURN PREMIUM OF $5,218.00, IT IS AGREED THE PROPERTY DAMAGE DEDUCTIBLE IS AMENDED TO $2,500 FOR BOTH AUTO AND NON-AUTO LOSSES.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Brian V. Pape

Authorized Signature

CLASSIFIED INSURANCE CORP.

Company

T-11 (4-80)

(Form AL 128 – Ed. 1-80)

AMENDMENT OF AUTOMOBILE COVERAGES

In consideration of the policy premium or the premium adjustment shown hereon, it is agreed that the following Items are changed to read as follows:

AUTOMOBILE(S) AND/OR COVERAGES - ADDED - DELETED - CHANGED

ITEM NO.	(CHECK ONE) ADD	DLT	CHG	YR	NAME	BODY TYPE	MOTOR NO.	CLASS-TERR	STATED AMOUNT	COMP DED	COLL DED	COST NEW	SYM-AGE
30		X		1974	GMC TRACTOR #1097 #9								
35	X			1973	GMC ASTRO TRACTOR #0167 #4			50499/01				25,000-6	

LOSS PAYEE: Any loss under Coverages E and F is payable as interest may appear to the Insured and _____

ITEM NO.	(ANNUAL) B.I.	P.D.	MED	COMP	F/T CAC	COLL	UM	(PRO RATA) B.I.	P.D.	MED	COMP	F/T CAC	COLL	UM	A.P	R.P.
30	2558	INCL	117		150		28	2558	INCL	117		150		28		2853
35	2558	INCL	117		150		28	2558	INCL	117		150		28	2853	

P/R Factor _____ Total Premium Adjustment - Additional _____ Return _____ NO CHANGE

Special Limit of Liability Applicable to Item(s) No. _____ (If other than as stated on the Declaration page)

Bodily Injury Liability	$	,000 each person
	$	,000 each occurrence
Property Damage Liability	$	,000 each occurrence
Automobile Med. Payments	$	each person

This endorsement No. 13 ,forming a part of Policy No CGL 4 600974 is effective 4-1-86

Named Insured NORTHWEST COOPERAGE COMPANY, INC.

Brian T. Pape
Authorized Signature

CLASSIFIED INSURANCE CORP
Company

ENDORSEMENT

(Form AL 128 — Ed. 1-80)

AMENDMENT OF AUTOMOBILE COVERAGES

In consideration of the policy premium or the premium adjustment shown hereon, it is agreed that the following Items are changed to read as follows:

AUTOMOBILE(S) AND/OR COVERAGES - ADDED - DELETED - CHANGED

ITEM NO.	(CHECK ONE) ADD	DLT	CHG	YR	NAME	BODY TYPE	MOTOR NO.	CLASS-TERR	STATED AMOUNT	COMP DED	COLL DED	COST NEW	STM-AGE
4		X		1980	DATSUN PICKUP #2762								
36	X			1976	FORD PICKUP # 9727			01499/01		.250		4,500-6	

LOSS PAYEE: Any loss under Coverages E and F is payable as interest may appear to the Insured and _____

ITEM NO.	(ANNUAL) B.I.	P.D.	MED	COMP	F/T CAC	COLL	UM	(PRO RATA) B.I.	P.D.	MED	COMP	F/T CAC	COLL	UM	A.P	R.P.
4	695	INCL	117	71			28	569	INCL	96	58			23		746
36	695	INCL	117	71			28	569	INCL	96	58			23	746	

P/R Factor .819

Total Premium Adjustment - Additional _____ Return _____ NO CHANGE

Special Limit of Liability Applicable to Item(s) No. _____ (If other than as stated on the Declaration page)

Bodily Injury Liability	$	,000 each person
	$	,000 each occurrence
Property Damage Liability	$	,000 each occurrence
Automobile Med. Payments	$	each person

This endorsement No. 14 ,forming a part of Policy No. CGL 4 600974 is effective 6-13-86

Named Insured NORTHWEST COOPERAGE COMPANY, INC.

Brian V. Pape
Authorized Signature

CLASSIFIED INSURANCE CORP.
Company

ENDORSEMENT

(Form AL 128 – Ed. 1-80)

AMENDMENT OF AUTOMOBILE COVERAGES

In consideration of the policy premium or the premium adjustment shown hereon, it is agreed that the following Items are changed to read as follows:

AUTOMOBILE(S) AND/OR COVERAGES - ADDED - DELETED - CHANGED

ITEM NO.	(CHECK ONE) ADD	DLT	CHG	YR	NAME	BODY TYPE	MOTOR NO.	CLASS-TERR	STATED AMOUNT	COMP DED	COLL DED	COST NEW	SYM-AGE
1		X		1980	CADILLAC #1726								
2		X		1982	CADILLAC #7158								
37	X			1984	FORD PICKUP#1212			01499/01					
38	X			1986	CADILLAC #7028			7398/01		250	500	25,100-2	
39	X			1987	CADILLAC #9274			7398/01		250	500	25,790-1	

LOSS PAYEE: Any loss under Coverages E and F is payable as interest may appear to the Insured and _____

ITEM NO.	(ANNUAL) B.I.	P.D.	MED	COMP	F/T CAC	COLL	UM	(PRO RATA) B.I.	P.D.	MED	COMP	F/T CAC	COLL	UM	A.P	R.P.
1	570	INCL	15	79		235	28	261	INCL	7	36		108	13		425
	570	INCL	15	108		300	28	261	INCL	7	49		137	13		467
37	695	INCL	117				28	318	INCL	54				13	385	
38	570	INCL	15	231		534	28	261	INCL	7	106		245	13	632	
39	570	INCL	15	272		651	28	261	INCL	7	125		298	13	704	

P/R Factor .458 Total Premium Adjustment - Additional XXX Return _____ $829.00

Special Limit of Liability Applicable to Item(s) No. _____ (If other than as stated on the Declaration page)

Bodily Injury Liability	$	,000 each person
	$	,000 each occurrence
Property Damage Liability	$	,000 each occurrence
Automobile Med. Payments	$	each person

This endorsement No. 15, SEC I forming a part of Policy No. CGL 4 600974 is effective 10-23-86

Named Insured NORTHWEST COOPERAGE COMPANY, INC

Authorized Signature

CLASSIFIED INSURANCE CORP.

Company

AUTOMOBILE

A 4146
(Ed. 3-68)

LOSS PAYABLE ENDORSEMENT

This form is identical to that promulgated in Washington State Insurance Commissioner's Regulation No. 335, pursuant to § 1, Chapter 12, Laws of 1967, Extraordinary Session, State of Washington.

1. Loss or damage, if any, under this policy shall be payable first to the loss payee or mortgagee (hereinafter called secured party), and, second, to the insured, as their interests may appear; PROVIDED, That, upon demand for separate settlement by the secured party, the amount of said loss shall be paid directly to the secured party to the extent of its interest.
2. This insurance as to the interest of the secured party shall not be invalidated by any act or neglect of the insured named in said policy or his agents, employees or representatives, nor by any change in the title or ownership of the insured property; PROVIDED, HOWEVER, That, the conversion, embezzlement or secretion by the named insured or his agents, employees or representatives is not covered under said policy unless specifically insured against and premiums paid therefor.
3. In applying the pro rata provisions of the policy, the amount payable to the secured party shall be reduced only to the extent of pro rata payments receivable by the secured party under other policies.
4. The Company reserves the right to cancel the policy at any time as provided by its terms, but in such case the Company shall mail to the secured party a notice stating when such cancellation shall become effective as to the interest of said secured party. The amount and form of such notice shall be not less than that required to be given the named insured, by law or by the policy provisions, whichever is more favorable to the secured party.
5. If the insured fails to render proof of loss within the time granted in the policy conditions, such secured party shall do so within sixty (60) days after having knowledge of a loss, in form and manner as provided by the policy, and, further, shall be subject to the provisions of the policy relating to appraisal and the time of payment and bringing suit.
6. Whenever the Company shall pay the secured party any sum for loss or damage under such policy and shall claim that, as to the insured, no liability exists, the Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all collateral held to secure the debt, or may, at its option, pay to the secured party the whole principal due or to grow due on the mortgage or other security agreement, with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all collateral held to secure it; but no subrogation shall impair the right of the secured party to recover the full amount due it.
7. All terms and conditions of the policy remain unchanged except as herein specifically provided.
8. All notices sent to the secured party shall be sent to its last reported address, which must be stated in the policy or in this endorsement below.
9. The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

   The foregoing is attached to and forms a part of Policy No. CGL 4 600974
   of CLASSIFIED INSURANCE CORP. Insurance Company,
   issued to NORTHWEST COOPERAGE COMPANY, INC.
   Endorsement effective date 10-23 19 86
10. If the secured party and its address is not designated in the policy to which this endorsement is attached, the following line(s) shall be completed:

GMAC
Secured Party

Secured Party

Address: P.O. BOX 3517

Address:

SEATTLE, WA 98124

RE: 1986 CADILLAC FLEETWOOD #7028

AUTHENTIC

By
Agent

REG 335

ENDORSEMENT

(Form AL 128 – Ed. 1-80)

AMENDMENT OF AUTOMOBILE COVERAGES

In consideration of the policy premium or the premium adjustment shown hereon, it is agreed that the following Items are changed to read as follows:

AUTOMOBILE(S) AND/OR COVERAGES - ADDED - DELETED - CHANGED

ITEM NO.	(CHECK ONE) ADD	DLT	CHG	YR	NAME	BODY TYPE	MOTOR NO.	CLASS-TERR	STATED AMOUNT	COMP DED	COLL DED	COST NEW	SYM-AGE
3		X		1982 CADILLAC #2072									

LOSS PAYEE: Any loss under Coverages E and F is payable as interest may appear to the Insured and _____

ITEM NO.	(ANNUAL) B.I.	P.D.	MED	COMP	F/T CAC	COLL	UM	(PRO RATA) B.I.	P.D.	MED	COMP	F/T CAC	COLL	UM	A.P	R.P.
3	570	INCL	15	108		300	28	188	INCL	5	36		99	9		337

P/R Factor .329

Total Premium Adjustment - Additional _____ Return XXX $337.00

Special Limit of Liability Applicable to Item(s) No. _____ (If other than as stated on the Declaration page)

Bodily Injury Liability	$	,000 each person
	$	,000 each occurrence
Property Damage Liability	$	,000 each occurrence
Automobile Med. Payments	$	each person

This endorsement No. 16 ,forming a part of Policy No. CGL 4 600974 is effective 12-9-86

Named Insured NORTHWEST COOPERAGE COMPANY, INC.

Authorized Signature

CLASSIFIED INSURANCE CORP.

Company

ENDORSEMENT

(Form AL 128 – Ed. 1-80)

AMENDMENT OF AUTOMOBILE COVERAGES

In consideration of the policy premium or the premium adjustment shown hereon, it is agreed that the following Items are changed to read as follows:

AUTOMOBILE(S) AND/OR COVERAGES - ADDED - DELETED - CHANGED

ITEM NO.	(CHECK ONE) ADD	DLT	CHG	YR	NAME	BODY TYPE	MOTOR NO.	CLASS-TERR	STATED AMOUNT	COMP DED	COLL DED	COST NEW	SYM-AGE
40	X			1976	TMO TRAILER		#4644 #18	67499/01				3,950	-6

LOSS PAYEE: Any loss under Coverages E and F is payable as interest may appear to the Insured and _____

ITEM NO.	(ANNUAL) B.I.	P.D.	MED	COMP	F/T CAC	COLL	UM	(PRO RATA) B.I.	P.D.	MED	COMP	F/T CAC	COLL	UM	A.P	R.P.
40	175	INCL			16			93	INCL			8			101	

P/R Factor .529 Total Premium Adjustment - Additional XXX Return _____ $101.00

Special Limit of Liability Applicable to Item(s) No. _____ (If other than as stated on the Declaration page)

Bodily Injury Liability	$	,000 each person
	$	,000 each occurrence
Property Damage Liability	$	,000 each occurrence
Automobile Med. Payments	$	each person

This endorsement No. 16, SEC I forming a part of Policy No. CGL 4 600974 is effective 10-27-86

Named Insured NORTHWEST COOPERAGE COMPANY, INC.

Authorized Signature

CLASSIFIED INSURANCE CORP.

Company

CLASSIFIED
4/8/87 – 4/8/88

HERMAN TROTSKY 26498-0001
(S. HALE
"OLD NW COOPERAGE BH&G FILE"

ORIGINAL

NORTHWEST COOPERAGE adv. City 7350.001(
Classified Ins. (CGL 4600974) 1987-88

HERMAN TROTSKY 26498-0001
(S. HALE
"OLD NW COOPERAGE BH&G FILE"

STOCK COMPANY

RATI BONE, KING & SEELEY
Insurance Services, Inc.
San Francisco, California

Classified Insurance Corp.

RENEWAL CERTIFICATE

☐ PREFERRED BUSINESS PACKAGE POLICY
☒ COMPREHENSIVE LIABILITY POLICY NO. CGL 4 60 09 74
☐ OTHER

BRANCH

DECLARATIONS: THIS DECLARATIONS PAGE, WITH THE POLICY PROVISIONS OF SECTIONS I, II OR III AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED BUSINESS POLICY.

Named Insured and Mailing Address

- NORTHWEST COOPERAGE COMPANY, INC.
  AMERICAN BAY AND SALVAGE COMPANY, INC.
  7152 FIRST AVENUE SOUTH
  SEATTLE, WASHINGTON 98109

Type of Business: BARREL RECONDITIONER-METAL

☐ Individual ☐ Partnership ☒ Corporation

Policy Period: 4-8-87 (Inception (Mo. Day Yr.)) 4-8-88 (Expiration (Mo. Day Yr.))

(12:01 A.M., Standard Time at Location of Described Property)

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by a specific limit of liability. Said limit or limits are subject to all the terms of this policy, including forms and endorsements made a part hereof.

COVERAGES AND LIMITS OF LIABILITY

		SINGLE LIMIT OF LIABILITY AUTOMOBILE	SINGLE LIMIT OF LIABILITY OTHER THAN AUTOMOBILE
SECTION I COMPREHENSIVE LIABILITY	A Bodily Injury B Property Damage C Personal Injury	$ 500,000 occurrence	$ 1,000,000 each occurrence* $ 1,000,000 aggregate *Including $50,000 Fire Legal Liability
	D Automobile Medical Payments	$ 5,000 each person	XXXXXXXXXXXXXXXXXXXXXXXXXXX

SECTION II PROPERTY	Item No.	Amount Fire or Fire and Extended Coverage, Or Other Peril	Per Cent of Co-Insurance Applicable	DESCRIPTION AND LOCATION OF PROPERTY COVERED Show construction, type of roof and occupancy of building(s) covered or containing the property covered. If occupied as a dwelling state number of families.

Subject to Form No(s)

Mortgage Clause: Subject to the provision of the mortgage clause attached to policy, loss, if any, on building items, shall be payable to:

Name(s) of Mortgagee(s) and Mailing Address(es)

SECTION III CRIME

ANNUAL PREMIUM $ 35,444.00

Countersigned at:
Date:
Producer:

[redacted]

KB/mk

Robert Bell April 30, 1987
Authorized Representative

BODILY INJURY AN PROPERTY DAMAGE LIABILITY — EXCEPT AUTOMOBILE

SCHEDULE

Hazards — Advance Premiums

Policy No. CGL 4-600974

Description of Hazards	Code No.	Premium Bases	Rates Coverage A	Rates Coverage B	Advance Premiums Coverage A	Advance Premiums Coverage B
(a) Premises — Operations — Elevators		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration			
BARREL MANUFACTURING	24402	c) 1,010,000	.376	.125	3,798.	1,263.
EXCESS CHARGE					3,942.	INCL.
STOP GAP		c) 50,000	.033		17.	
		c) 1,000,000	.016		160.	
Personal Injury AND EXTENSION OF LIABILITY				$ 506.	506.	
(b) Independent Contractors		Cost	Per $100 of Cost			
CONSTRUCTION/OPERATIONS	16291	IF ANY	.029	.014	16.M	9.M
(c) Products or Services - Operations		Sales	Per $1,000 of Sales			
BARREL MANUFACTURING	24992	5,300,000	.329	.452	1,744.	2,396.
(d) Contract Liability						
BLANKET CONTRACTUAL					570.	189.
KB/mk 4-24-87			Total Advance Premiums		$ 10,753.	$ 3,857.

FORM NO. CAS 27

AUTOMOBILE LIABILITY

Description of Hazards — Premiums

Policy No. CGL 4-600974

Owned Automobiles	Premium Basis — Per Automobile		Advance Premiums	
	Class	Territory	Coverage A	Coverage B
Family Protection (Uninsured Motorists)				
Medical Payments Limits		$		

2. Hired Automobiles		Premium — Cost of Hire				
Class	Locations	Estimated Cost of Hire	Rates Per $100 Cost of Hire			
			Coverage A	Coverage B		
6619	SEATTLE, WASHINGTON	IF ANY			35.	INCL.

3. Non-Owned Automobiles		Premium Basis — Per Employee				
Class 1 Persons — Name of Each		Location	Rates Per Employee			
6601	IF ANY	SEATTLE, WASHINGTON			35.	INCL.
Class 2 Employees — Number		Location	Rates Per Employee			
			Coverage A	Coverage B		
			Total Advance Premiums		$ 70.	$ INCL.

KB/mk 4-24-87

FORM NO. CAS 27A

ENDORSEMENT

THIS ENDORSEMENT NO. 17, EFFECTIVE 4-8-87 (12:01 A.M. STANDARD TIME)

FORMS A PART OF POLICY NO. CGL 4-600974

ISSUED TO NORTHWEST COOPERAGE COMPANY, INC., ET AL

WASHINGTON AMENDATORY

CANCELLATION AND NON-RENEWAL ENDORSEMENT

The provisions of this policy pertaining to cancellation by the company are amended as follows:

With respect to cancellation for reason other than non-payment of premium or non-renewal, this policy may be cancelled or not renewed by the company by mailing or delivering to the Insured, written notice not less than 45 days prior to the effective date of cancellation or the expiration date of the policy

SUBROGATION ENDORSEMENT

The provisions of this policy pertaining to Subrogation are extended as follows:

The Insured is entitled to complete reimbursement for his loss before for Company is entitled to Subrogation proceeds.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Robert Bell

Authorized Signature

CLASSIFIED INSURANCE CORP.

Company

T-11 (4-80)

KB/mk 4-24-87

Endorsement to be attached to and made part of Policy No. CGL 4-600974

of CLASSIFIED INSURANCE CORP.

Issued to NORTHWEST COOPERAGE COMPANY, INC., FT AI

EFFECTIVE: 4-8-87

NORTHWEST COOPERAGE AGREES TO INDEMNIFY, DEFEND AND SAVE STAUFFER CHEMICAL (INCLUDING OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF STAUFFER) HARMLESS FROM AND AGAINST ANY LIABILITY, EXPENSE OR LOSS (INCLUDING REASONABLE ATTORNEY'S FEES) BASED UPON DAMAGE TO, OR DESTRUCTION OF, ANY PROPERTY OR INJURY TO ANY PERSON (INCLUDING DEATH) ARISING OUT OF OR ATTRIBUTABLE TO THE HANDLING, CLEANING, RINSING, USE, STORAGE, TRANSPORTATION, REMOVAL, RECONDITIONING, OR SALE OF THE DRUMS BY NORTHWEST COOPERAGE (INCLUDING, BUT NOT LIMITED TO NORTHWEST COOPERAGE'S EMPLOYEES, CUSTOMERS OR AGENTS), INCLUDING INJURIES OR DAMAGES CAUSED IN PART BY THE NEGLIGENCE OF STAUFFER, EXCEPT FOR INJURIES OR DAMAGE CAUSED BY THE SOLE NEGLIGENCE OF STAUFFER.

All other terms and conditions remaining unchanged.

4-24- 19 87 Robert Bell

FORM M-11 5M H

KB/mk 4-24-87 END'T. #18

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 4-8-87 Policy No. CGL 4-600974 Endorsement No. 19

Named Insured NORTHWEST COOPERAGE COMPANY, INC. ET AL Countersigned by_____

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BUSINESS OWNERS POLICY
COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE

POLLUTION EXCLUSION

It is agreed that the exclusion relating to 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 is replaced by the following:

(1) to **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) at or from premises owned, rented or occupied by the **named insured**;

(b) at or from any site or location used by or for the **named insured** or others for the handling, storage, disposal, processing or treatment of waste;

(c) which are at any time transported, handled, stored, treated, disposed of or processed as waste by or for the **named insured** or any person or organization for whom the **named insured** may be legally responsible; or

(d) at or from any site or location on which the **named insured** or any contractors or subcontractors working directly or indirectly on behalf of the **named insured** are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) to any loss, cost or expense arising out of any governmental direction or request that the **named insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize 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.

Subparagraphs (a) and (d) (i) of paragraph (1) of this exclusion do not apply to **bodily injury** or **property damage** caused by 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.

Copyright, Insurance Services Office, Inc., 1986

KB/mk 4-24-87

SINGLE LIMIT OF LIABILITY — OTHER THAN AUTOMOBILE
(Form GL 105 — Ed. 1-80)
(Bodily Injury, Property Damage and Personal Injury Liability Combined)

It is agreed that:

1. The Policy Declarations, Limits of Liability — Other than Automobile as respects Coverage A — Bodily Injury, Coverage B — Property Damage and Coverage C — Personal Injury are amended to read:

   $ 1,000,000. each occurrence

   $ 1,000,000. aggregate

2. Part 1(b) Limits of Liability of Policy Definitions and Conditions as respects Bodily Injury (Including Personal Injury) and Property Damage is amended to read as follows:

   The limit of liability stated above as "each occurrence" is the total limit of the Company's liability for the combined total of ALL damages for Bodily Injury, Property Damage and Personal Injury arising out of any one occurrence (irrespective of the number of claimants); and (subject to such limitation respecting each occurrence) the total limit of the Company's liability stated above as "aggregate" shall be the total limit of the Company's liability for all damages arising, during any one annual period, from the Products Hazard and Services' Operations Hazard of Coverage A, any occurrence under Coverage B NOT arising out of or involving the ownership, maintenance or use of automobiles and from all damages for personal injury as covered under Coverage C.

This endorsement No. 20 , forming a part of Policy No. CGL 4600974 is effective 4-8-87

Named Insured NORTHWEST COOPERAGE COMPANY, INC., ET AL

Authorized Signature

CLASSIFIED IN SURANCE CORPORATION

Company

Endorsement to be attached to and made part of Policy No. CGL 4 600974

of CLASSIFIED INSURANCE CORP.

Issued to NORTHWEST COOPERAGE COMPANY, INC. AMERICAN BAY AND SALVAGE COMPANY, INC.

EFFECTIVE: 4-8-87

IT IS UNDERSTOOD AND AGREED PIP COVERAGE IS NOT COVERED UNDER THE 1987-1988 POLICY TERM.

All other terms and conditions remaining unchanged.

May 6, 1987 19

Robert Neel

WOLFSTONE, DONLEY & BELL

FORM M-11 5M H

END'T. #21