AGRICULTURAL EXCESS AND SURPLUS INSURANCE COMPANY

A DELAWARE STOCK COMPANY
ADMINISTRATIVE OFFICE: 580 WALNUT STREET, CINCINNATI, OHIO 45202

POLICY JACKET

THE LOCKTON
INSURANCE AGENCY
7400 STATE LINE ROAD
P.O. BOX 8418
PRAIRIE VILLAGE, KANSAS 66208-0418
913 - 676 - 6000

878471

FILE W/ POLICY

THE LOCKTON INSURANCE AGENCY
7400 State Line Road, P.O. Box 8418
Prairie Village, Kansas 66208-0418
913-676-9000
Telex 417069

December 22, 1987

Mr. Charles Sunderland
Ash Grove Cement Company
P. O. Box 25900
Overland Park, KS 66225

Re: Excess Liability Policy #XS0006413

Dear Charlie:

Please find enclosed an audit endorsement to be attached to the Excess Liability Policy issued by Agricultural Excess for the period 12-15-86 to 10-1-87. The earned premium for this period totals $114,793; however, since the minimum premium amounted to $175,000, there is no return premium under this policy.

If you have any questions, please do not hesitate to contact me.

Sincerely,

LOCKTON INSURANCE AGENCY

Mary Fenimore

Mary Fenimore, CPIW
Account Manager

MF:mcd

Enclosure

C4956

acord

INSURANCE BINDER

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

Binder No. 12-1109B

NAME AND ADDRESS OF AGENCY

☐ Lockton Insurance Agency
P.O. Box 8418
Prairie Village, Ks 66208

COMPANY

Great American Surplus Lines (McAlear)

Effective 12:01 am Dec 15 ,19 86
Expires x☐ 12:01 am ☐ Noon Feb 15 ,19 87

☐ This binder is issued to extend coverage in the above named company per expiring policy # _____ (except as noted below)

NAME AND MAILING ADDRESS OF INSURED

Ash Grove Cement Company
P.O. Box 25900
Overland Park, KS 66225

Description of Operation/Vehicles/Property

	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
PROPERTY					

	Type of Insurance	Coverage/Forms	Limits of Liability	Each Occurrence	Aggregate
LIABILITY	☐ Scheduled Form ☐ Comprehensive Form ☐ Premises/Operations ☐ Products/Completed Operations ☐ Contractual ☐ Other (specify below) ☐ Med. Pay. $ Per Person $ Per Accident ☐ Personal Injury	☐ A ☐ B ☐ C	Bodily Injury Property Damage Bodily Injury & Property Damage Combined Personal Injury	$ $ $	$ $ $ $
AUTOMOBILE	☐ Liability ☐ Non-owned ☐ Hired ☐ Comprehensive-Deductible $ ☐ Collision-Deductible $ ☐ Medical Payments $ ☐ Uninsured Motorist $ ☐ No Fault (specify): ☐ Other (specify):		Limits of Liability Bodily Injury (Each Person) Bodily Injury (Each Accident) Property Damage Bodily Injury & Property Damage Combined	$ $ $ $	

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☐ EMPLOYERS' LIABILITY — Limit $

SPECIAL CONDITIONS/OTHER COVERAGES

General Liability: Limit $1,000,000. Excess $1,000,000. S.I.R. Per Occurrence Including Products And Completed Operations

NAME AND ADDRESS OF ☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADD'L INSURED

LOAN NUMBER

Signature of Authorized Representative

12-15-86
Date

ACORD 75 (11/77-c)

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. This insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

APPLICABLE IN NEVADA

[illegible]

acord

INSURANCE BINDER

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

Binder No. 12-1105B

NAME AND ADDRESS OF AGENCY

☐ Lockton Insurance Agency
P.O. Box 8418
Prairie Village, Ks 66208

COMPANY

National Union (Central Risk-St. Loui

Effective 12:01 am Dec 15 ,1986
Expires ☒ 12:01 am ☐ Noon Feb 15 ,1987

☐ This binder is issued to extend coverage in the above named company per expiring policy # _____ (except as noted below)

NAME AND MAILING ADDRESS OF INSURED

Ash Grove Cement Company
P.O. Box 25900
Overland Park, KS 66225

Description of Operation/Vehicles/Property

	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
PROPERTY					

LIABILITY	Type of Insurance	Coverage/Forms	Limits of Liability	Each Occurrence	Aggregate
	☐ Scheduled Form ☐ Comprehensive Form ☐ Premises/Operations ☐ Products/Completed Operations ☐ Contractual ☐ Other (specify below) ☐ Med. Pay. $ Per Person $ Per Accident ☐ Personal Injury	☐ A ☐ B ☐ C	Bodily Injury Property Damage	$ $	$ $
			Bodily Injury & Property Damage Combined	$	$
			Personal Injury		$

AUTOMOBILE			Limits of Liability	
	☐ Liability ☐ Non-owned ☐ Hired ☐ Comprehensive-Deductible $ ☐ Collision-Deductible $ ☐ Medical Payments $ ☐ Uninsured Motorist $ ☐ No Fault (specify): ☐ Other (specify):		Bodily Injury (Each Person) Bodily Injury (Each Accident)	$ $
			Property Damage	$
			Bodily Injury & Property Damage Combined	$

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☐ EMPLOYERS' LIABILITY — Limit $

SPECIAL CONDITIONS/OTHER COVERAGES

Excess Auto Liability Coverage: Limit $1,000,000. Excess $1,000,000.

NAME AND ADDRESS OF ☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADD'L INSURED

LOAN NUMBER

Signature of Authorized Representative

12-15-86
Date

ACORD 75 (11/77-c)

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. This insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

APPLICABLE IN NEVADA

Any person who refuses to accept [illegible] [illegible] with proof [illegible] (A) [illegible] (B) [illegible] to the party [illegible] [illegible] therefrom.

acord

INSURANCE BINDER

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

Binder No. 12-1107B

NAME AND ADDRESS OF AGENCY

☐ Lockton Insurance Agency
P.O. Box 8418
Prairie Village, Ks 66208

COMPANY (Sherwood Services)
Agricultural Excess & Surplus Lines

Effective 12:01 am Dec 15 ,1986
Expires ☒ 12:01 am ☐ Noon Feb 15 ,1987

☐ This binder is issued to extend coverage in the above named company per expiring policy # _____ (except as noted below)

NAME AND MAILING ADDRESS OF INSURED

Ash Grove Cement Company
P.O. Box 25900
Overland Park, KS 66225

Description of Operation/Vehicles/Property

	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
PROPERTY					

	Type of Insurance	Coverage/Forms	Limits of Liability	Each Occurrence	Aggregate
LIABILITY	☐ Scheduled Form ☐ Comprehensive Form ☐ Premises/Operations ☐ Products/Completed Operations ☐ Contractual ☐ Other (specify below) ☐ Med. Pay. $ Per Person $ Per Accident ☐ Personal Injury	☐ A ☐ B ☐ C	Bodily Injury Property Damage Bodily Injury & Property Damage Combined Personal Injury	$ $ $	$ $ $ $
AUTOMOBILE	☐ Liability ☐ Non-owned ☐ Hired ☐ Comprehensive-Deductible $ ☐ Collision-Deductible $ ☐ Medical Payments $ ☐ Uninsured Motorist $ ☐ No Fault (specify): ☐ Other (specify):		Limits of Liability Bodily Injury (Each Person) Bodily Injury (Each Accident) Property Damage Bodily Injury & Property Damage Combined	$ $ $ $	

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☐ EMPLOYERS' LIABILITY — Limit $

SPECIAL CONDITIONS/OTHER COVERAGES

Excess General Liability and Auto Liability: Limits $1,000,000. Excess $1,000,000. Excess $1,000,000. Including Products And Employers Liability At $500,000.

NAME AND ADDRESS OF ☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADD'L INSURED

LOAN NUMBER

Signature of Authorized Representative

12-15-86 1
Date

ACORD 75 (11/77-c)

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. This insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

APPLICABLE IN NEVADA

[illegible]

INSURANCE BINDER

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

Binder No. EXTENSION 12-1109B

NAME AND ADDRESS OF AGENCY

☐ Lockton Insurance Agency
P.O. Box 8418
Prairie Village, KS 66208

COMPANY

Great American Surplus Lines (McAlear)

Effective 12:01 a m Dec.15 ,19 86
Expires ☒ 12:01 am ☐ Noon Apr.15 ,19 87

☐ This binder is issued to extend coverage in the above named company per expiring policy # _____ (except as noted below)

NAME AND MAILING ADDRESS OF INSURED

Ash Grove Cement Company
P.O. Box 25900
Overland Park, KS 66225

Description of Operation/Vehicles/Property

Extending original binder issued 12/15/86

	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
PROPERTY					

	Type of Insurance	Coverage/Forms	Limits of Liability	Each Occurrence	Aggregate
LIABILITY	☐ Scheduled Form ☐ Comprehensive Form ☐ Premises/Operations ☐ Products/Completed Operations ☐ Contractual ☐ Other (specify below) ☐ Med. Pay. $ Per Person $ Per Accident ☐ Personal Injury	☐ A ☐ B ☐ C	Bodily Injury Property Damage Bodily Injury & Property Damage Combined Personal Injury	$ $ $	$ $ $ $
AUTOMOBILE	☐ Liability ☐ Non-owned ☐ Hired ☐ Comprehensive-Deductible $ ☐ Collision-Deductible $ ☐ Medical Payments $ ☐ Uninsured Motorist $ ☐ No Fault (specify): ☐ Other (specify):		Limits of Liability Bodily Injury (Each Person) Bodily Injury (Each Accident) Property Damage Bodily Injury & Property Damage Combined	$ $ $ $	

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☐ EMPLOYERS' LIABILITY — Limit $

SPECIAL CONDITIONS/OTHER COVERAGES

General Liability: Limit $1,000,000 Excess $1,000,000 S.I.R.
Per occurrene including products and completed operations

NAME AND ADDRESS OF ☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADD'L INSURED

LOAN NUMBER

John L. Lockton III 2/4/87ks
Signature of Authorized Representative Date

ACORD 75 (11/77-c)

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. This insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

APPLICABLE IN NEVADA

[illegible]

INSURANCE BINDER

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

Binder No. EXTENSION 12-1107B

NAME AND ADDRESS OF AGENCY

☐ Lockton Insurance Agency
P.O. Box 8418
Prairie Village, KS 66208

COMPANY (Sherwood Agricultural Excess & Surplus Lines Services)

Effective 12:01 am Dec.15 ,19 86
Expires ☒ 12:01 am ☐ Noon Apr.15 ,19 87

☐ This binder is issued to extend coverage in the above named company per expiring policy # _____ (except as noted below)

NAME AND MAILING ADDRESS OF INSURED

Ash Grove Cement Company
P.O. Box 25900
Overland Park, KS 66225

Description of Operation/Vehicles/Property

Extending original binder issued 12/15/86

	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
PROPERTY					

	Type of Insurance	Coverage/Forms	Limits of Liability	Each Occurrence	Aggregate
LIABILITY	☐ Scheduled Form ☐ Comprehensive Form ☐ Premises/Operations ☐ Products/Completed Operations ☐ Contractual ☐ Other (specify below) ☐ Med. Pay. $ Per Person $ Per Accident ☐ Personal Injury	☐ A ☐ B ☐ C	Bodily Injury Property Damage Bodily Injury & Property Damage Combined Personal Injury	$ $ $	$ $ $ $
AUTOMOBILE	☐ Liability ☐ Non-owned ☐ Hired ☐ Comprehensive-Deductible $ ☐ Collision-Deductible $ ☐ Medical Payments $ ☐ Uninsured Motorist $ ☐ No Fault (specify): ☐ Other (specify):		Limits of Liability Bodily Injury (Each Person) Bodily Injury (Each Accident) Property Damage Bodily Injury & Property Damage Combined	$ $ $ $	

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☐ EMPLOYERS' LIABILITY — Limit $

SPECIAL CONDITIONS/OTHER COVERAGES

Excess General Liability and Auto Liability: Limits $1,000,000 Excess $1,000,000 Excess $1,000,000 including Products and Employers Liability at $500,000

NAME AND ADDRESS OF ☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADD'L INSURED

LOAN NUMBER

John J. Lockton III
Signature of Authorized Representative

2/4/87ks
Date

ACORD 75 (11/77-c)

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. This insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

APPLICABLE IN NEVADA

[illegible]

EXCESS LIABILITY POLICY

No. XS 0 00 64 13
NEW
REPLACES OR RENEWS

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

Agricultural Excess and Surplus Insurance Company

Named Insured: Ash Grove Cement Company

Legal Entity:
- [ ] Individual
- [ ] Partnership
- [x] Corporation
- [ ] Joint Venture
- [ ] Other

Mailing Address: 8900 Indian Creek Parkway
Overland, KS 66225

Policy Period: From 12/15/86 to 10/1/87 12:01 A.M. standard time at the Mailing Address of the Named Insured

Limits of Liability: $ 1,000,000 each occurrence
$ 1,000,000 aggregate

SCHEDULE OF UNDERLYING POLICIES

(A) Insurer, Policy Number, Policy Period	(B) Type of Coverage	(C) Limits of Liability
Great American Surplus Lines Insurance Company #6CL75993 12/15/86 - 12/15/87	General Liability	$1,000,000 CSL each occ/agg excess $1,000,000 SIR
National Union Fire Ins. Co. #300223806 12/15/86 - 12/15/87	Auto Liability	$1,000,000 CSL each occ/agg excess $1,000,000 SIR

Endorsements attached to this policy at its inception.

PREMIUM COMPUTATION

Premium Basis To Be Used	Estimated Amount [ ] Annual [x] Term	Rate per	Advance Premium [x] Auditable [ ] Not Auditable
Gross Receipts	$224,000,000.	.781 per 1,000	$ 175,000.

Minimum Premium [ ] Annual [x] Term $ 175,000.

MINIMUM RETAINED PREMIUM $ 35,000.

Agency Name: Glanvill Special Risk Ins. Brokers, Inc.
Address: 655 Montgomery Street, Suite 1190
San Francisco, CA 94111

Countersigned by _____
Authorized Representative

AES 116 (5/80)

A. INSURING AGREEMENTS

In consideration of the payment of the premium, the Agricultural Excess and Surplus Insurance Company (hereinafter called the company) agrees to indemnify the insured for loss excess of the Limits of Liability shown in the declarations. Coverage provided by this policy shall be the same as that provided by each policy described in the Schedule of Underlying Policies.

The company shall be furnished a complete copy of each policy described in the Schedule of Underlying Policies. The insured shall immediately notify the company of any change in coverage or Limits of Liability, other than a reduction in any aggregate limits as the result of the payment of a claim. Failure of the insured to report such a change shall not invalidate this policy but, in the event of failure to report such change, the company shall only be liable for loss to the same extent as it would have been had no change been made.

B. LIMITS OF LIABILITY

Regardless of the number of insureds, claims made or suits brought against any insureds, the company's liability shall be limited to the amounts shown in the Limits of Liability portion of the declarations. The company's total liability for all losses restricted by an aggregate Limit of Liability in an underlying policy shall be the amount shown as "aggregates". This policy shall not apply excess of underlying aggregates unless such aggregates have been exhausted by the payment of losses from occurrences happening during this policy's period. In the event this policy is written for a period greater than one year, "aggregates" shall apply to each annual period beginning with the effective date of this policy.

C. OTHER INSURANCE

The insurance afforded by this policy shall be the excess insurance over any other valid and collectible insurance available to the insured, whether or not described in the Schedule of Underlying Policies (except insurance purchased to apply in excess of the sum of underlying insurance and this policy).

D. NOTICE OF OCCURRENCE

Whenever it appears that an occurrence is likely to involve this policy, written notice shall be given to the company. Such notice shall identify the Named Insured and include reasonably obtainable information about the occurrence.

E. LOSS ADJUSTMENT

The company shall not be required to assume charge of the settlement or defense of any claim, suit or proceeding against the insured. The company shall have the right and be given the opportunity to be associated with the insured or its underlying insurers, or both, in the handling of any claim, suit or proceeding involving an occurrence which, in the opinion of the company, may create liability upon the company for loss. Each party shall cooperate in all things in the handling of such claim, suit or proceeding.

Upon final determination of the liability of the insured, the company shall promptly pay the insured the amount of any loss covered by this policy. The company shall have the benefit of any recoveries applicable to losses paid under this policy. Loss expense and legal expense, including court costs and interest, incurred by the insured at the direction of the company shall be borne by the company. The term "loss" means the amount actually paid in the settlement of claims for which the insured is liable after deduction for all recoveries.

F. SERVICE OF SUIT (Not applicable in Delaware)

In the event of the failure of the company to pay any amount claimed to be due under this policy, the company, at the request of the insured, shall submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada and will comply with all requirements necessary to give such court jurisdiction. All matters arising under this policy shall be determined in accordance with the law and practice of such court. The company will abide by the final decision of such court or of any appellate court in the event of an appeal.

The following persons are authorized and directed to accept service of process on behalf of the company and, upon written request of the insured, to give a written undertaking to the insured and enter a general appearance upon the company's behalf.

Thomas A. Hayes	Richard D. Mooney
580 Walnut Street	50 California Street
Cincinnati, Ohio 45202	San Francisco, California 94111

Further, if any statute of any state, territory or district of the United States of America or province of Canada makes provision therefore, the company designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, to accept service of process on behalf of the company.

G. CANCELLATION

This policy may be cancelled by the insured by mailing written notice to the company stating when, thereafter, such cancellation shall be effective. This policy may be cancelled by the company by mailing written notice to the Named Insured, at the address shown in the declarations, stating when, not less than thirty days thereafter, except ten days for non-payment of premium, such cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and the effective date stated in the notice shall become the end of the policy period. If this policy insures more than one Named Insured, notice to the first Named Insured shall be deemed notice to all Named Insureds.

If cancellation is at the request of the Named Insured, earned premium shall be computed in accordance with the customary short rate table and procedure and shall not be less than the minimum retained premium shown in the declarations. If cancellation is at the request of the company, earned premium shall be computed pro rata. If this policy insures more than one Named Insured, payment of any unearned premium shall be made to the first Named Insured for the account of all interests.

H. TERMS CONFORMED TO STATUTE

The terms of this policy which are in conflict with the statutes of the state wherein the policy is issued are amended to conform to such statutes.

IN WITNESS WHEREOF, The Agricultural Excess and Surplus Insurance Company has caused this policy to be signed by its President and Secretary, and countersigned by a duly authorized representative of the Company.

Secretary

R F Walker *President*

SI
SHERWOOD INSURANCE SERVICES
10 SOUTH RIVERSIDE PLAZA, SUITE 1610, CHICAGO, ILLINOIS 60606 312/648-0700 TELEX 282113 SHERINSUR CGO

Dated: March 4, 1987
At: Chicago, Illinois
Producer: Lockton Insurance Agency
Prairie Village, KS

Insured: Ash Grove Cement
XSO 00 6413
Agricultural Excess and Surplus

It is hereby understood and agreed that the following amendments are made part of policy number: XSO 00 6413.

Insurer, Policy #, Policy Period	Type of Coverage	Limits of Liability
(1) Mutual Indemnity Ltd. of Bermuda Captive 10/1/86 to 10/1/87	Fronted Contract Agreement	$1,000,000
(2) Great American Surplus Lines Insurance Company #6CL75993 12/15/86 to 10/1/87	General Liability	$1,000,000 CSL ea. occ/agg XS $1MM SIR
(3) Continental Casualty Company #300223806 10/1/86 to 10/1/87	Primary AL	$1,000,000
(4) National Union Fire Ins. Co. #9603904 1/1/87 to 10/1/87	FF XS Auto Liability	$1,000,000 Excess $1,000,000
(5) Employers Reinsurance Corp. #C-24615 1/1/87 to 1/1/88	Employers Liability	$500,000
(6) Continental Ins. Company #YC314840 12/15/86 to 12/15/87	Watercraft Liab.	$1,000,000

Amendments are effective December 15, 1986 to October 1, 1987, 12:01AM Standard Time.

Sherwood Insurance Services

LHB

Agricultural Excess and Surplus Insurance Company

INSURED			POLICY NUMBER
Ash Grove Cement			XS0 00 6413
EFFECTIVE DATE 12/15/86	ENDORSEMENT NO. 1	AUTHORIZED REPRESENTATIVE	

Complete the above spaces if this endorsement is not attached to the policy when issued.

It is hereby understood and agreed that the Schedule of Underlying Policies is amended to include the following:

Insurer, Policy #, Pol. Period	Type of Coverage	Limits of Liability
Employers Reinsurance Corp. #C-24615 1/1/87 - 1/1/88	Employers Liability	$500,000.
Continental Insurance Company #YC 314840 12/15/86 - 12/15/87	Watercraft Liability	$1,000,000.

2/25/87:cf

AES 118A — 6/83

Agricultural Excess and Surplus Insurance Company

INSURED		POLICY NUMBER
Ash Grove Cement Company		XS0 00 6413A
EFFECTIVE DATE 4/23/87	ENDORSEMENT NO. 3	AUTHORIZED REPRESENTATIVE
Complete the above spaces if this endorsement is not attached to the policy when issued.		

It is hereby understood and agreed that the following entity is added to the policy as a Named Insured:

Vinton Corporation

It is further understood and agreed that the following entity is excluded in its entirety from coverage afforded by this policy:

Lyman-Richy Corporation of Omaha, NE

5/12/87:cf

AES 118A — 6/83

RECEIVED
EXECUTIVE
OFFICES

Agricultural Excess and Surplus Insurance Company

INSURED			POLICY NUMBER
Ash Grove Cement Company			XS0 00 64 13
EFFECTIVE DATE 10/1/87	POLICY PERIOD 12/15/86 to 10/1/87	AUTHORIZED REPRESENTATIVE	
Complete the above spaces if this endorsement is not attached to the policy when issued.			

AUDIT ENDORSEMENT

The premium for this policy has been audited in accordance with the policy Conditions. The actual audited earned premium is shown below.

I.

Audited Premium Basis	Rate	Audited Earned Premium
$146,982,005. Gross Receipts	$.781 per $1,000.	$114,793.

II.

Audited Earned Premium	$114,793.
Advance Premium Paid	$175,000.
Minimum Premium	$175,000.
Additional Premium Due	
Return Premium Due	

11/17/87:par

AES 251 (11/84)

Agricultural Excess and Surplus Insurance Company

INSURED		POLICY NUMBER
ASH GROVE CEMENT COMPANY		XSO 00 64 13
EFFECTIVE DATE 12-15-86	ENDORSEMENT NO.	AUTHORIZED REPRESENTATIVE

Complete the above spaces if this endorsement is not attached to the policy when issued.

CALIFORNIA AMENDATORY ENDORSEMENT

It is agreed that the Service of Suit Clause is amended as follows:

1. Delete: Richard D. Mooney
   50 California Street
   San Francisco, California 94111

2. Add: James N. Buechler
   200 S. Manchester
   Orange, California 92668

1-20-87/mvg

AES 118A — 6/83

ATTACH DECLARATIONS, SCHEDULES AND ENDORSEMENTS HERE

In Witness Whereof, the Agricultural Excess and Surplus Insurance Company has executed and attested these presents: but this policy shall not be valid unless countersigned by the duly Authorized Representative of this Company at the agency hereinbefore mentioned.

Secretary

R F Walker
President

No. N1468

Cover Note

Previous No. New

of Insurance effected through

Mc ALEAR ASSOCIATES INC.

8000 West 110th Street
Overland Park, Kansas 66210

Insurance described below has been effected with the following company or companies

COMPANY	AMOUNT	PERCENT
Great American Surplus Lines Insurance Company	See Below	100%

ASSURED Ash Grove Cement Company, etal

ASSURED'S ADDRESS P O Box 25900, Overland Park, KS 66225

AMOUNT	COVERAGE	RATE	ADVANCE PREMIUM
$1,000,000 Occurrence/Aggregate	Excess General Liability	$1.163 Per $1,000 Gross Receipts	$198,750.00 (25% Minimum Earned.) Pro Rata of $250,000 Annually

S.I.R. - $1,000,000 per Occurrence (no aggregate - pure loss)

LOCATIONS insured herein Same

DATE AND HOUR EFFECTIVE FROM December 15, 1986 (12:01 A.M.) TO October 1, 1987 (12:01 A.M.)

CONDITIONS OF INSURANCE: Broad Form CGL including Products/Completed Operations. Occurrence Form, Ripping & Tearing Exclusion, Absolute Pollution/Contamination, Asbestos & Asbestos Abatement Exclusions, Professional Liability Exclusion, Lab Services/R&D Department Exclusion

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this certificate shall become void, and all claims thereunder shall be forfeited.

COVER NOTE PROVISIONS

1. Cancellation of this Cover Note shall be in accordance with the provisions of the applicable policy.

2. This Cover Note shall be terminated by the issuance of the policy by the Company and the premium shall be credited thereon.

3. **SERVICE OF SUIT** — It is agreed that in the event of the failure of the Company(s) hereon to pay any amount claimed to be due hereunder, the Company(s) hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

that in any suit instituted against any one of them upon this contract, the Company(s) will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. ,and

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

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

Signed at Overland Park, Kansas, this 17th day of December, 19 86

McALEAR ASSOCIATES, INC.

By Mary Ann Dillon

san

©GOES 115

LITHO IN U.S.A.

No. _____

Assured _____

Address _____

Expires _____

Premium $ _____

Cover Note

OF INSURANCE EFFECTED THROUGH

McALEAR ASSOCIATES, INC.
8000 West 110th Street
Overland Park, Kansas 66210

The Assured is requested to read this Cover Note, and, if incorrect, return it immediately for alteration.

IMPORTANT

This Cover Note cannot be cancelled flat. Earned premium must be paid for the time insurance has been in force.

UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

COMPREHENSIVE GENERAL—AUTOMOBILE LIABILITY INSURANCE

DECLARATIONS

Item 1. **NAMED INSURED** and Address (No. & Street, City, County, State, Zip Code)

Ash Grove Cement Company
See Gen. 166
Ten Main Center
Kansas City, MO

Policy Number **1CC 962458**

Renews 1CC 912016

The **Named Insured** is: ☐ Individual ☐ Partnership ☒ Corporation ☐ Other (specify)

Business of **Named Insured**
Cement Co.

Agent or Broker and Address
Reed Shaw Stenhouse
Kansas City, MO

Item 2. Policy Period
From 01-01-77 to 01-01-78
12:01 A.M. standard time at the address of the **Named Insured** as stated herein.

Item 3. The insurance afforded is only with respect to such of the following Coverage Parts and 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.

COVERAGE PARTS	COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
Comprehensive General Liability Insurance	A. Bodily Injury Liability	$ 500,000 each occurrence $ 500,000 aggregate	$ 29,047.
	B. Property Damage Liability	$ 100,000 each occurrence $ 100,000 aggregate	$ 19,934.
Premises Medical Payments Insurance	E. Premises Medical Payments	$ each person $,000 each accident	$
Comprehensive Automobile Liability Insurance	C. Bodily Injury Liability	$ 250,000 each person $ 500,000 each occurrence	$ 26,525.
	D. Property Damage Liability	$ 100,000 each occurrence	$ 12,673.
Automobile Medical Payments Insurance	F. Automobile Medical Payments	$ 2000 each person	$ 301.
Insurance Against Uninsured Motorists	U. Uninsured Motorists	$ See Gen.166,000 each person $,000 each accident	$ 468.
Contractual Liability Insurance	See Coverage Part for Coverages and Limits of Liability		$ 43.
Automobile Physical Damage Insurance			$ 27,408.
Personal Injury			$ 2,528.
			$
			$
			$

Endorsement Nos. (other than those entered on Coverage Parts). Gen. 166 (2)
Cas. 95, 20, 75, CP 0468, Auto 1919, Cas. 83, 78, Cas. 85, 35,43,

Audit Period: Annual, unless otherwise designated below.
☐ Semi-annually ☐ Quarterly ☐ Monthly

Total Advance Premium $118,927.

Countersigned by Lawrence V Klea
Authorized Representative

Casualty 3 (4-73)

DO NOT TYPE ABOVE THIS LINE

Named Insured

Ash Grove Cement Company
Fordyce Concrete Inc.
Union Quarries Inc.
Cedar Creek Investment Co. Inc.
Lime Transport Co.
Material Transport Company
Chemical Seiling Corporation
Intercoastal Corporation - One Tara Court
Union City, CA 94587

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willifred Gragg
President

Countersigned by.....
Authorized Representative

General 166 (8/73)

DO NOT TYPE ABOVE THIS LINE

Limits of Liability: Coverage U.

Missouri, Nebraska South Dakota & Iowa	10,000 each person 20,000 each accident
Kansas & oregan	15,000 each person 30,000 each accident
Oklahoma	5,000 each person 10,000.each occurrance

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willford Gragg
President

Countersigned by.....
Authorized Representative

General 166 (8/73)

UNITED STATES FIDELITY AND GUARANTY COMPANY

FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

BALTIMORE, MARYLAND

DESCRIPTION OF TERMS USED AS PREMIUM BASES

When used as a premium basis:

1. Comprehensive General; Owners', Landlords' and Tenants'—**"admissions"** means the total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

2. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'—**"cost"** mean the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

3. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'—**"receipts"** means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;

4. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants' which includes coverage for structural alterations, new construction and demolition operations—**"remuneration"** means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

5. Comprehensive General—**"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;

6. Garage Insurance—**"remuneration"** means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the Named Insured, subject to an average weekly maximum of $100, and (b) the remuneration of each Class B person at a fixed amount of $2,000 per annum with respect to Dealer Risks (Hazard 1) or $5,200 per annum with respect to Non-Dealer Risks (Hazard 2).

   "Class A" means all clerical office employees

   "Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an automobile owned by the Named Insured; and all salesmen, general managers, service managers and chauffeurs

   "Class C" means all other employees.

COVERAGE PART: **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

Forming a part of Policy No. 100 962458

Schedule ☒ See Supplementary Schedule.

Description of Hazards *See Note Below The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
Premises-Operations (PF 52 and/or 53)		(a) Area (Sq. Ft.) (b) Receipts (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per $100 of Receipts (c) Per $100 of Remuneration			
See Casualty 22					16851.	8033.
Escalators (PF 53)		Number	Per Landing			
Independent Contractors (PF 51) Construction operations-owner-(not railroads)-excluding operations on board ships....16292		Cost if any	Per $100 of Cost .021	.015	11.MP	10.MP
Completed Operations (PF 55)		Receipts	Per $1,000 of Receipts			
Products (PF 55)		Sales	Per $1,000 of Sales			
See Casualty 22					12,175.	11.886.
Endorsement Nos.						
		Increased Limits Basic Charge (Code No. 99901)			$ 10.	$ 5.
Cas. 22 (2), XCU No. 2, Cas. 302, 607		Total Advance Premiums			$29,047.	$ 19,934.

Location of all premises owned by, rented to or controlled by the **Named Insured** (if other than address shown in Item 1 of declarations):

Interest of **Named Insured** in such premises: ☐ Owner ☐ General Lessee ☐ Tenant ☐ Other (Specify)

Part occupied by **Named Insured:**

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

*Premium for insured hazards not specifically rated herein will be determined by audit and charged accordingly.

I COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

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

A. **bodily injury** or

B. **property damage**

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

Exclusions

This insurance does not apply:

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

(Continued on reverse side)

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any **automobile** or aircraft owned or operated by or rented or loaned to any **Insured**, or

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

but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **Named Insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **Insured**;

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

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

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any watercraft owned or operated by or rented or loaned to any **Insured**, or

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

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **Named Insured**;

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

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

(1) liability assumed by the **Insured** under an **incidental contract**, or

(2) expenses for first aid under the Supplementary Payments provision;

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

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

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

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

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

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

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

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

(k) to **property damage** to

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

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

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

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **Named Insured**;

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

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

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

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

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

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

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

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

II PERSONS INSURED

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

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

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

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

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

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,

(i) an employee of the **Named Insured** while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the **Named Insured** any such equipment registered in the name of the **Named Insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **Insured** under this paragraph (e) with respect to:

(1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or

(2) **property damage** to property owned by, rented to, in charge of or occupied by the **Named Insured** or the employer of any person described in subparagraph (ii).

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

III LIMITS OF LIABILITY

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

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

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

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

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

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the **Named Insured** by independent contractors and general supervision thereof by the **Named Insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **Named Insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

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

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

IV POLICY TERRITORY

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

SUPPLEMENTARY SCHEDULE

to

☒ COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART
☐ MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE COVERAGE PART
☐ OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE COVERAGE PART
☐ COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE COVERAGE PART
☐ CONTRACTUAL LIABILITY INSURANCE (DESIGNATED CONTRACTS ONLY) COVERAGE PART

Forming a part of Policy No. 1CC 962453

Description of Hazards The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
(1) Premises-Operations (PF 52 and/or 53) (2) Escalators (PF 53) (3) Independent Contractors or Structural Alterations, New Construction, Demolition (PF 51) (4) Completed Operations (PF 55) (5) Products (PF 55) (6) Contractual (PF 51)		(a) Area (Sq. Ft.) (b) Remuneration (c) Number (d) Cost (e) Receipts (f) Receipts (g) Sales (h) Number	(a) Per 100 Sq. Ft. of Area (b) Per $100 of Remuneration (c) Per Landing (d) Per $100 of Cost (e) Per $1000 of Receipts (f) Per $100 of Receipts (g) Per $1000 of Sales (h) Per Contract			
(1)						
Rubber Goods Mfg.-including tire mfg.	30693	b)				
CA		116,000.	.186	.059	216.	68.
MO		250,000	.143	.040	358.	100.
GA		57,000	.053	.029	30.	17.
N.J.		45,000	.100	.026	45.	12.
Building Material Dealers - no second hand materials - including local managers	52111					
CA		12,000	1.571	.355	189.	43.
MO		65,000	.728	.197	473.	128.
KS		95,000	.286	.145	272.	138.
Cement Mfg.	32410					
KS		1,978,000	.186	.045	3696.	894.
NB		3,080,000	.143	.091	4404.	2803.
Lime Mfg. - including quarrying	32703x					
MO		1,194,000	.443	.197	5289.	2352.
Ore.		325,000	.386	.310	1255.	1008.
Mining	12002x					
KS		245,000	.114	.120	279.	294.
MO		90,000	.143	.128	129.	115.
Analytical Chemists	73901					
KS		66,000	.328	.092	216.	61.

SUPPLEMENTARY SCHEDULE

to

- [x] COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART
- [ ] MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE COVERAGE PART
- [ ] OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE COVERAGE PART
- [ ] COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE COVERAGE PART
- [ ] CONTRACTUAL LIABILITY INSURANCE (DESIGNATED CONTRACTS ONLY) COVERAGE PART

Forming a part of Policy No. 1CC 962458

Description of Hazards The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
(1) Premises-Operations (PF 52 and/or 53) (2) Escalators (PF 53) (3) Independent Contractors or Structural Alterations, New Construction, Demolition (PF 51) (4) Completed Operations (PF 55) (5) Products (PF 55) (6) Contractual (PF 51)		(a) Area (Sq. Ft.) (b) Remuneration (c) Number (d) Cost (e) Receipts (f) Receipts (g) Sales (h) Number	(a) Per 100 Sq. Ft. of Area (b) Per $100 of Remuneration (c) Per Landing (d) Per $100 of Cost (e) Per $1000 of Receipts (f) Per $100 of Receipts (g) Per $1000 of Sales (h) Per Contract			
(5) Cement or Cinder Blocks & Bricks	32701	g) 3,200,000	.386	.326	1235.	1043.
Cement, Concrete, Plaster-packaged	32702	4,200,000	.599	.297	2516.	1247.
Plastic or Rubber Goods-household type	30693	5,100,000	.287	.109	1464.	556.
Cement or Plaster-Bulk	32410	40,000,000	.174	.226	6960.	9040.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to
Comprehensive General Liability Insurance—Manufacturers' and Contractors' Liability Insurance—Owners', Landlords' and Tenants' Liability Insurance
Owners' and Contractors' Protective Liability Insurance

DEDUCTIBLE PROPERTY DAMAGE LIABILITY INSURANCE

It is agreed that:

1. The Company's obligation under the Property Damage Liability Coverage to pay damages on behalf of the **Insured** applies only to the amount of damages in excess of any deductible amount stated in the schedule below.
2. The deductible amount stated in the schedule applies as follows:
   (a) PER CLAIM BASIS—If the deductible is on a "per claim" basis, the deductible amount applies to all damages because of **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 to all damages because of all **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.

SCHEDULE

Amount and Basis of Deductible

$	per claim
$ 10,000	per **occurrence**

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductible applies to all loss however caused):

Premises Operations Classifications:
Cement Mfg. 32410
Lime Mfg. - including Quarrying 32703x

Products Classifications:
Cement, Concrete, Plaster-packaged 32702
Cement or Plaster-Bulk 32410

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willford Gragg
President

Countersigned by.....
Authorized Representative

Casualty 607 (1-73)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to
Comprehensive General Liability Insurance

EXCLUSION

(Explosion, Collapse and Underground Property Damage Hazards)

It is agreed that:

1. If the **Named Insured's** operations are identified (a) in the schedule by a classification code number which includes the symbol "x", "c" or "u" or (b) by any of the classification code numbers listed below, the following exclusion is added to the policy:

   (q) to **property damage** included within:

   (1) the **explosion hazard** in connection with operations identified in the schedule or below by a classification code number which includes the symbol "x",

   (2) the **collapse hazard** in connection with operations identified in the schedule or below by a classification code number which includes the symbol "c",

   (3) the **underground property damage hazard** in connection with operations identified in the schedule or below by a classification code number which includes the symbol "u".

Operations	Classification Code No.
Caisson Work and Pile Driving for Building Foundations	17805 xcu
Conduit Construction	16285 xcu
Contractors' Equipment Rented to Others	73912 xcu
Contractors' Equipment Rented to Others	17861 cu
Contractors' Equipment Rented to Others	73916 xu
Contractors' Equipment Rented to Others	73911 u
Dam Construction	16232 xcu
Electric Light or Power Line Construction, not REA, and Telephone, Telegraph or Fire Alarm Line Construction	16245 xcu
Electric Light or Power Line Construction—REA	16242 xc
Excavation	15111 xcu
Gas or Oil Pipe Line Construction	16265 xcu
Grading of Land	07313 xcu
Irrigation or Drainage System Construction	16255 xu
Landscape Gardening	07311 xcu
Pile Driving—Not Building Foundations	16294 cu
Quarries; Clay or Shale Digging; Sand or Gravel Digging	14001 x
Railroad Construction	16215 x
Sewer Construction; Gas, Steam, Water Mains or Connections Construction	16225 xcu
Shaft Sinking; Caisson Work—not for Building Foundations, Cofferdam Work, Tunneling	16235 xcu
Street or Road Construction or Reconstruction	16115 xcu
Street or Road Paving or Repaving	16125 xcu
Subway Construction and Subway Iron or Steel Erection	16205 xcu
Underpinning of Buildings and Structures; Salvage Operations; Building Raising or Moving	17885 xc
Wrecking or Dismantling Buildings and Structures	17822 xc

2. When used in reference to this endorsement:

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

   "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;**

   "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.**

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willford Gragg
President

Countersigned by.....
Authorized Representative

Casualty 302 (1-74)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to
Comprehensive General Liability Ins.

XCU No. 2. Designated Operations-Classifications (Blanket Basis)

It is agreed that the part of exclusion "q" relating to the "explosion hazard" does not apply to the following:

Description of Operations:

Mining 120024
Lime Mfg. - including quarrying 32703x

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willford Gragg
President

Countersigned by.....
Authorized Representative

Casualty 519 (4-72)

COVERAGE* PART:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

Forming a part of Policy No. 1CC 962458

Schedule

Description of Hazards

1. Owned Automobiles — Premium Basis—Per **Automobile**

Year of Model	Trade Name	Body Type and Model: Truck Size (GVW or GCW); or Bus Seating Capacity.	Vehicle Identification Number. Serial or Motor Number	Will be principally garaged at same location as address shown in Item 1 of declarations unless otherwise shown herein.	*Purposes of Use (Include Business Use and Radius Class)	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
	See Company Records					25,363.	12.586.
	Personal Injury Protection					867.	

2. Hired Automobiles — Premium Basis—Total Cost of Hire

Estimated Total Cost of Hire For Each State Where The **Named Insured** Is Located.

State	Estimated Total Cost of Hire	Rates Per $100 Total Cost of Hire: Bodily Injury	Rates Per $100 Total Cost of Hire: Property Damage
Mo	if any premium to be det.	.295	.148

3. Non-Owned Automobiles — Premium Basis—Total Number of Employees At All Locations

Total Number of Employees At All Locations:

	Bodily Injury	Property Damage
	295.	87.

Endorsement Nos.

Auto 2112C, 2016, 2214, CP 0474

Minimum Premiums: Divisions 2 and 3: **Bodily Injury** $ 30. **Property Damage** $ 6. **Total Advance Premiums** $26,525 $ 12.673

The foregoing contains a complete list of all automobiles and trailers owned by the Named Insured at the effective date of this policy and the purposes of use thereof, unless otherwise stated herein:

*The automobile will be used for "Pleasure and Business" if of the private passenger type and for "Commercial" if of the commercial type, unless otherwise stated.

I COVERAGE C—BODILY INJURY LIABILITY

COVERAGE D—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

C. **bodily injury** or

D. **property damage**

to which this insurance applies, caused by an **occurrence** and arising out of the ownership, maintenance or use, including loading and unloading, of any **automobile**, 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;

(b) 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;

(c) 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 any such injury arising out of and in the course of domestic employment by the **Insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(d) to **property damage** to

(1) property owned or being transported by the **Insured**, or

(2) property 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, other than **property damage** to a residence or private garage by a **private passenger automobile** covered by this insurance;

(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 expenses for first aid under the Supplementary Payments provision;

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

II PERSONS INSURED

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

(a) the **Named Insured**;

(b) any partner or executive officer thereof, but with respect to a **non-owned automobile** only while such **automobile** is being used in the business of the **Named Insured**;

(c) any other person while using an **owned automobile** or a **hired automobile** with the permission of the **Named Insured**, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to **bodily injury** or **property damage** arising out of the loading or unloading thereof, such other person shall be an **Insured** only if he is:

(1) a lessee or borrower of the **automobile**, or

(2) an employee of the **Named Insured** or of such lessee or borrower;

(d) any other person or organization but only with respect to his or its liability because of acts or omissions of an **Insured** under (a), (b) or (c) above.

None of the following is an **Insured**:

(i) any person while engaged in the business of his employer with respect to **bodily injury** to any fellow employee of such person injured in the course of his employment;

(ii) the owner or lessee (of whom the **Named Insured** is a sub-lessee) of a **hired automobile** or the owner of a **non-owned automobile**, or any agent or employee of any such owner or lessee;

(iii) an executive officer with respect to an **automobile** owned by him or by a member of his household;

(iv) any person or organization, other than the **Named Insured**, with respect to:

(1) a motor vehicle while used with any **trailer** owned or hired by such person or organization and not covered by like insurance in the Company (except a **trailer** designed for use with a **private passenger automobile** and not being used for business purposes with another type motor vehicle), or

(2) a **trailer** while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the Company;

(v) any person while employed in or otherwise engaged in duties in connection with an **automobile business**, other than an **automobile business** operated by the **Named Insured**.

This insurance does not apply to **bodily injury** or **property damage** arising out of (1) a **non-owned automobile** used in 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**, or (2) if the **Named Insured** is a partnership, an **automobile** owned by or registered in the name of a partner thereof.

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**, (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:

Coverage C—The limit of **bodily injury** liability stated in the declarations as applicable to "each person" is the limit of the Company's liability for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one person as the result of any one **occurrence**; but subject to the above provision respecting "each person", the total liability of the Company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by two or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence**".

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

Coverages C and D—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 territory described in paragraph (1) or (2) of the definition of **policy territory**.

V ADDITIONAL DEFINITIONS

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

"**automobile business**" means the business or occupation of selling, repairing, servicing, storing or parking **automobiles**;

"**hired automobile**" means an **automobile** not owned by the **Named Insured** which is used under contract in behalf of, or loaned to, the **Named Insured**, provided such **automobile** is not owned by or registered in the name of (a) a partner or executive officer of the **Named Insured** or (b) an employee or agent of the **Named Insured** who is granted an operating allowance of any sort for the use of such **automobile**;

"**non-owned automobile**" means an **automobile** which is neither an **owned automobile** nor a **hired automobile**;

"**owned automobile**" means an **automobile** owned by the **Named Insured**;

"**private passenger automobile**" means a four wheel private passenger or station wagon type **automobile**;

"**trailer**" includes semi-trailer but does not include **mobile equipment**.

VI ADDITIONAL CONDITIONS

A. **Excess Insurance—Hired and Non-Owned Automobiles** With respect to a **hired automobile** or a **non-owned automobile**, this insurance shall be excess insurance over any other valid and collectible insurance available to the **Insured**.

B. **Out of State Insurance** 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 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.

AUTOMOBILE PERSONAL INJURY PROTECTION ENDORSEMENT

OREGON

The Company agrees with the Named Insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

AUTOMOBILE PERSONAL INJURY PROTECTION

The Company will provide in accordance with Chapter 523 of Oregon Laws 1971, the following benefits for loss and expense incurred because of **bodily injury** caused by accident and arising out of the ownership, maintenance or use of an **automobile:**

(a) **medical and hospital benefits** to or on behalf of each **injured person;**

(b) **income continuation benefits** to or on behalf of each **injured person** who at the time of the accident was usually engaged in a remunerative occupation;

(c) **loss of services benefits** to or on behalf of each **injured person** who at the time of the accident was not usually engaged in a remunerative occupation.

Exclusions

This insurance does not apply:

(a) to or on behalf of any person

(1) who intentionally causes injury to himself; or

(2) who is injured while participating in any prearranged or organized racing or speed contest or in practice or preparation for any such contest;

(b) to **income continuation benefits** to or on behalf of any person who sustains **bodily injury** in an accident which occurs outside the State of Oregon, but this exclusion does not apply (1) to the **Named Insured** or a **relative,** or (2) to any other person while **occupying** the **insured automobile** as a guest passenger or while using the **insured automobile** with the permission of the **Named Insured;**

(c) 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;

(d) to **bodily injury** resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;

(e) to the **Named Insured** or any **relative** while **occupying** any **automobile** owned by the **Named Insured** or furnished for the **Named Insured's** regular use and not insured for AUTOMOBILE PERSONAL INJURY PROTECTION;

(f) to a **relative** while **occupying** any **automobile** owned by such **relative** or furnished for the **relative's** regular use and not insured for AUTOMOBILE PERSONAL INJURY PROTECTION;

(g) with respect to any **injured person** who is not the **Named Insured** or a **relative,** to the extent that amounts are paid or payable to or on behalf of such **injured person** under any collateral benefits, including but not limited to insurance benefits under another policy issued by this or any other insurer, governmental benefits or gratuitous benefits.

Definitions

When used in reference to this insurance:

"injured person" means

(a) the **Named Insured** or any **relative** who sustains **bodily injury** caused by accident while **occupying,** or while a pedestrian, through being struck by an automobile;

(b) any person, other than the **Named Insured** or a **relative,** who sustains **bodily injury** caused by accident (1) while **occupying** the **insured automobile** as a guest passenger, or (2) while using the **insured automobile** with the permission of the **Named Insured,** or (3) while a pedestrian, through being struck by the **insured automobile;**

"Named Insured" means the individual named in Item 1 of the declarations of the policy and includes his spouse if a resident of the same household;

"relative" means a relative of the **Named Insured** who is a resident of the same household;

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

"occupying" means in or upon or entering into or alighting from;

"automobile" means a self-propelled land motor vehicle or trailer other than (1) a farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads, or (3) a vehicle located for use as a residence or premises;

"insured automobile" means a **private passenger automobile** of which the **Named Insured** is the owner, to which the bodily injury liability insurance of the policy applies;

"private passenger automobile" means a 4 wheel private passenger or station wagon type **automobile** not used as a public or livery conveyance nor rented to others, and includes any other 4 wheel **automobile** of the utility, pickup body, sedan delivery or panel truck type which is not used primarily in the occupation, profession or business of the **Named Insured** or a **relative,** other than farming or ranching;

"medical and hospital benefits" means payments for all reasonable and necessary expenses incurred within one year from the date of the accident by or on behalf of the **injured person** as a result of such accident for medical, hospital, dental, surgical, ambulance and prosthetic services;

"income continuation benefits" means payment of 70% of the **injured person's** loss of income from work, because of **bodily injury** sustained by him in the accident, during the period commencing 14 days after the date of such accident and ending as of either the date on which such person is able to return to his usual occupation or the expiration of not more than 52 weeks from such 14th day;

"loss of services benefits" means reimbursement, for expenses reasonably incurred for essential services in lieu of those the **injured person** would have performed without income, provided such services are actually rendered during the period commencing 14 days after the date of the accident and ending as of either the date on which such **injured person** is reasonably able to perform such services or the expiration of not more 52 weeks from such 14th day.

Limits of Liability

Regardless of the number of claims made or **insured automobiles** to which this insurance applies, the Company's liability for AUTOMOBILE PERSONAL INJURY PROTECTION benefits is limited as follows:

1. The total amount payable by the Company to or on behalf of each **injured person** because of **bodily injury** sustained by such **injured person** in any one accident shall not exceed the sum of

(a) $3,000 for **medical and hospital benefits;** provided, however, that with respect to each **injured person** to whom a deductible amount if any is stated in the Schedule of this endorsement to apply, such amount shall be deducted from the total amount of all sums otherwise payable by the Company for such benefits to or on behalf of such **injured person** because of **bodily injury** sustained by him in any one accident and, if the total amount of all such sums exceeds such deductible amount, the total amount so payable by the Company for such benefits shall then be the difference between such deductible amount and $3,000;

(b) $500 per month for **income continuation benefits;**

(c) $12 per day for **loss of services benefits;**

subject otherwise to the limitations stated in the definition of each of such benefits as applicable thereto.

2. Any amount payable by the Company under the terms of this insurance to or on behalf of an **injured person** who is the **Named Insured** or a **relative** shall be reduced

(a) by the amount paid or payable to or on behalf of such **injured person** under any workmen's compensation or any other similar medical or disability benefits law;

(b) if similar insurance for personal injury protection benefits is provided under another automobile insurance policy, to the extent of the amount of any medical and hospital, income continuation or loss of services benefits available to such **injured person** under such other policy.

3. Any payments made by the Company under this insurance either as benefits to or on behalf of any **injured person** or as reimbursement, pursuant to Chapter 523 of Oregon Laws 1971, to any other insurer or organization for such benefits paid by it shall be applied in reduction of the amount of damages which, because of **bodily injury** sustained in the same accident, such **injured person** may be entitled to recover from the Company or any other insurer under insurance afforded for either bodily injury liability or protection against uninsured motorists.

Policy Period; Territory

This insurance applies, except as specifically limited by exclusion (b), only to accidents which occur during the policy period, within the United States of America, its territories or possessions, or Canada.

CONDITIONS

This insurance is subject to the following additional Conditions:

A. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the **injured persons,** and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **injured person** to the Company or any of its authorized agents as soon as practicable. If any **injured person** or his legal respresentative shall institute legal action to recover damages for **bodily injury** against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such **injured person** or his legal representative.

B. **Action Against Company.** No action shall lie against the Company, unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement.

C. **Medical Reports; Proof 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, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **injured person** shall submit to physical examinations by physicians selected by the Company at the expense of the Company when and as often as the Company may reasonably require.

The **injured person,** or in the event of his incapacity or death his legal representative, shall upon each request from the Company execute authorization to enable the Company to obtain medical reports, copies of records and information with respect to loss of income. The Company may require that the **injured person,** as a condition for receiving **income continuation benefits,** cooperate in furnishing the Company reasonable medical proof of his inability to work.

D. **Trust Agreement.** In the event of payment to any person of any benefits under this endorsement:

(a) the Company shall be entitled to the proceeds of any settlement or judgment 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** because of which such payment is made, to the extent the damages recovered include any expense, amount or payment for which such benefits were paid;

(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 any expense, amount or payment which is the subject of claim made hereunder;

(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, not in conflict in interest with such person, designated by the Company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of 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.

E. **Subrogation.** In the event of any payment under this endorsement, the Company shall be entitled to reimbursement pursuant to Section 7 (1) of Chapter 523 Oregon Laws 1971, and subrogated, to the extent of such payment, to all the rights of recovery therefor which the person to or on behalf of whom such payment is made may have against any person or organization, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejuidce such rights.

F. **Arbitration.** If any person making claim and the Company do not agree as to the amount payable hereunder, then each party shall, upon the written demand of either, select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator, or if unable to agree thereon within 30 days then, upon the request of such person or the Company, such third arbitrator shall be selected by a judge of a court of record in the County and State in which such arbitration is pending. The arbitrators shall then hear and determine the question or questions so in dispute, and the decision in writing of any two arbitrators shall be binding upon the person and the Company, each of whom shall pay his or its chosen arbitrator and shall bear equally the expense of the third arbitrator and all other expenses of the arbitration, provided that attorney fees and fees paid to medical or other expert witnesses are not deemed to be expenses of arbitration but are to be borne by the party incurring them. Unless the parties otherwise agree the arbitration shall be conducted in the County and State in which the person resides and in accordance with the usual rules governing procedure and admission of evidence in courts of law.

SCHEDULE

The insurance for **medical** and hospital benefits shall be subject to a deductible of $ NIL applicable to:

☒ each **Named Insured**

☐ each **Named Insured** and each **relative**

☐ the **Named Insured** or **relative** named herein:

_____

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William L. Peelan
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

William J. Gragg
President

Countersigned by.....
Authorized Representative

Auto 2016 (1-72)
ISO A958

UNINSURED MOTORISTS INSURANCE

(Iowa)

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

In consideration of the payment of premium and subject to all of the provisions of this endorsement and to the applicable provisions of the policy, the company agrees with the named insured as follows:

Designated Insured: Schedule See item 1 - declarations

Limits of Liability: Bodily Injury $ 10,000/ each person
$ 20,000. each accident

Advance Premium $ 2.

Description of Insured Motor Vehicles:

Any motor vehicle registered or principally garaged in Iowa which is:
(check appropriate box)

- [X] An owned private passenger automobile under Part I of the policy
- [ ] A private passenger automobile owned by the named insured
- [ ] Owned by the named insured
- [ ] Designated in the declarations of the policy and any motor vehicle of the same type ownership of which is acquired during the policy period by the named insured as a replacement therefor
- [ ] Any mobile equipment owned or leased by and registered in the name of the named insured
- [ ] _____

1. COVERAGE-UNINSURED MOTORISTS
(Damages for Bodily Injury)

The company will 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 uninsured motor vehicle because of bodily injury sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured motor vehicle; provided, for the purposes of this coverage, 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, may be made by arbitration at the request of the insured.

Exclusions

This insurance does not apply:

(a) to bodily injury with respect to which the insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

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

(a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;

(b) any other person while occupying an insured motor vehicle; and

(c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

The insurance applies separately with respect to each insured, except with respect to the limits of the company's liability.

III. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this insurance, (2) persons who sustain bodily injury, (3) claims made or suits brought on account of bodily injury, or (4) motor vehicles to which this policy applies,

(a) The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one 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 because of bodily injury sustained by two or more persons as the result of any one accident.

(b) Any amount payable under the terms of this insurance because of bodily injury sustained in an accident by a person who is an insured shall be reduced by

(1) all sums paid on account of such bodily injury by or on behalf of

(i) the owner or operator of the uninsured motor vehicle, and

(ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury, including all sums paid under the bodily injury liability coverage of the policy, and

(2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization insured under the bodily injury liability coverage of the policy.

(d) The company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured motor vehicle which represents expenses for medical services paid or payable under the medical payments or medical expense coverage of the policy.

IV. POLICY PERIOD; TERRITORY

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

V. DEFINITIONS

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

"bodily injury" means bodily injury, sickness or disease, including death, sustained by an insured under (a) or (b) of the Persons Insured provision;

"designated insured" means an individual named in the schedule under Designated Insured;

"motor vehicle" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, except that the term "motor vehicle" shall include a snowmobile while such snowmobile is actually upon public roads, or

(c) a vehicle while located for use as a residence or premises;

(Continued on reverse side)

William F. Splidt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willford Gragg
President

Countersigned by.....
Authorized Representative

Auto 2214 (4-75)
ISO E086

"**hit-and-run vehicle**" means a motor vehicle which causes bodily injury to an insured arising out of physical contact of such vehicle with the insured or with a vehicle which the insured is occupying at the time of the accident, provided:

(a) there cannot be ascertained the identity of either the operator or owner of such motor vehicle;

(b) the insured or someone on his behalf shall have reported the accident within a reasonable time to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within a reasonable time thereafter a statement under oath that the insured or his legal representative has a cause or causes 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

(c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;

"**insured motor vehicle**" means a motor vehicle:

(a) described in the schedule as an insured motor vehicle to which the bodily injury liability coverage of the policy applies;

(b) while temporarily used as a substitute for an insured motor vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

(c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household;

but the term "insured motor vehicle" shall not include:

(i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in the policy;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;

"**uninsured motor vehicle**" means:

(a) a motor vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the Iowa financial responsibility law, no bodily injury liability 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 vehicle, or with respect to which there is a bodily injury 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; or

(b) a hit-and-run vehicle;

but the term "uninsured motor vehicle" shall not include:

(i) an insured motor vehicle,

(ii) a motor vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

VI. CONDITIONS

A. Policy Provisions.

None of the Insuring Agreements, Exclusions, Conditions or other provisions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" (or Insured's Duties in the Event of Occurrence, Claim or Suit"), "Changes", "Assignment", "Cancellation" and "Declarations".

B. Premium.

If during the policy period the number of insured motor vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the 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, 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.

C. Proof of Claim.

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 examinations 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.

D. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, 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 alleged to be legally responsible for the bodily injury; and in any action against the company, the company may require the insured to join such person or organization as a party defendant.

E. 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 against any person or organization legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

F. Other Insurance.

With respect to bodily injury to an insured while occupying a motor vehicle not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle as primary 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 limits 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 this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

G. 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 uninsured motor vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of such person, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the company, and judgment 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 insurance.

H. Subrogation: Assignment.

In the event of any payment under this endorsement, the company shall be subrogated to the rights of the insured to whom such payment was made against any person or organization responsible for the bodily injury to the extent of such payment; provided, however, the company shall pay its proportionate part of any reasonable costs and expenses incurred in connection with any recovery, including reasonable attorneys' fees. 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.

If the insured has prosecuted to judgment any suit against any person or organization responsible for such bodily injury, the company shall be entitled to an assignment of such judgment to the extent of any payment under this endorsement.

I. 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.

J. 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 the terms of the policy applicable to this coverage.

K. This endorsement replaces any other provisions of the policy, including any endorsement forming a part thereof, affording similar insurance with respect to any damages arising out of the ownership, maintenance or use of an uninsured vehicle or a hit-and-run vehicle.

UNITED STATES FIDELITY AND GUARANTY COMPANY
BALTIMORE, MARYLAND

NOTICE TO POLICYHOLDERS
KANSAS LAW ON UNINSURED MOTORIST COVERAGE

Kansas law provides that all motor vehicle liability insurance policies shall contain insurance, "for the protection of persons insured thereunder who are legally entitled to recover damages from owners or operators of uninsured motor vehicles because of bodily injury, sickness or disease, including death, resulting therefrom." It further provides that you have the right to reject in writing such coverage. Such uninsured motorist coverage has been included in your policy. If you desire to reject such coverage, sign the rejection form set forth below, and you will receive a return premium credit on your policy of approximately $ 98.

REJECTION FORM

I do not desire to have insurance protection for bodily injury, sickness or disease, including death, resulting from owners or operators of uninsured motor vehicles.

Signature of Named Insured

Named Insured	Effective Date	Policy Number
Ash Grove Cement Company	01-01-77	1CC 962458

Auto 1919 (7-68) Kansas
IRB 3848

UNINSURED MOTORISTS INSURANCE

(Oklahoma)

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

In consideration of the payment of premium and subject to all of the provisions of this endorsement and to the applicable provisions of the policy, the company agrees with the named insured as follows:

Schedule

Designated Insured: See item 1 - declarations

Limits of Liability: Bodily Injury: $ 5,000 each person
$10,000 each accident

Advance Premium $ 5.

Description of Insured Highway Vehicles:

Any highway vehicle registered or principally garaged in Oklahoma which is:

(check appropriate box)

- [X] An owned automobile under Part I of the policy
- [ ] A private passenger automobile owned by the named insured
- [ ] Owned by the named insured
- [ ] Designated in the declarations of the policy and any highway vehicle of the same type ownership of which is acquired during the policy period by the named insured as a replacement therefor
- [ ] Any mobile equipment owned by the named insured
- [ ] _____

I. COVERAGE UNINSURED MOTORISTS

(Damages for Bodily Injury Caused by Uninsured Highway Vehicles)

The company will pay in accordance with Title 36 Oklahoma Statutes 1961 all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury caused by accident and arising out of the ownership, maintenance or use of such uninsured highway vehicle; provided, for the purposes of this coverage, 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 judgment against any person or organization alleged to be legally responsible for the bodily injury 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 judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to bodily injury with respect to which the insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, or through being struck by such a vehicle, but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

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

(a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;

(b) any other person while occupying an insured highway vehicle; and

(c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

The insurance applies separately with respect to each insured, except with respect to the limits of the company's liability.

III. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this insurance, (2) persons who sustain bodily injury, (3) claims made or suits brought on account of bodily injury, or (4) highway vehicles to which this insurance applies,

(a) The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one 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 because of bodily injury sustained by two or more persons as the result of any one accident.

(b) Any amount payable under the terms of this insurance because of bodily injury sustained in an accident by a person who is an insured shall be reduced by

(1) all sums paid on account of such bodily injury by or on behalf of

(i) the owner or operator of the uninsured highway vehicle and

(ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury,

including all sums paid under the bodily injury liability coverage of the policy and

(2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization insured under the bodily injury liability coverage of the policy.

(d) Any payment made under this insurance to or for any insured which represents expenses for medical services shall be applied in reduction of the amount of expenses to which the medical payments or medical expense coverage of the policy applies.

IV. POLICY PERIOD; TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

"bodily injury" means bodily injury, sickness or disease, including death, sustained by an insured under (a) or (b) of the Persons Insured provision;

"designated insured" means an individual named in the schedule under Designated Insured and also includes his spouse, if a resident of the same household;

"highway vehicle" means a self-propelled land motor vehicle or trailer, other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means a highway vehicle which causes bodily injury arising out of physical contact of such vehicle with the insured or with a vehicle which the insured is occupying at the time of the accident, provided:

(a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle;

(b) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes 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

(Continued on reverse side)

William F. Splidt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willford Gragg
President

Countersigned by.....
Authorized Representative

(c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;

"insured highway vehicle" means a highway vehicle to which the bodily injury liability coverage of the policy applies and which is:

(a) described in the schedule as an insured highway vehicle;

(b) being used temporarily as a substitute for an insured highway vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction; or

(c) being operated by the named or designated insured or, if a resident of the same household, a relative of either;

but the term "insured highway vehicle" shall not include:

(i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in the policy;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;

"named insured" means the individual named in Item 1 of the declarations and also includes his spouse, if a resident of the same household;

"occupying" means in or upon or entering into or alighting from;

"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"uninsured highway vehicle" means:

(a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no bodily injury liability 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 vehicle, or with respect to which there is a bodily injury 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; or

(b) a hit-and-run vehicle;

but the term "uninsured highway vehicle" shall not include:

(i) an insured highway vehicle,

(ii) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Policy Provisions.

None of the Insuring Agreements, Exclusions, Conditions or other provisions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" (or "Insured's Duties in the Event of Occurrence, Claim or Suit"), "Changes", "Assignment", "Cancellation" and "Declarations".

B. Premium.

If during the policy period the number of insured highway vehicles owned by the named insured or the number of dealer's license plates issued to the named insured changes, the 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, 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.

C. Proof of Claim.

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 examinations 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.

D. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, 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 alleged to be legally responsible for the bodily injury; and in any action against the company, the company may require the insured to join such person or organization as a party defendant.

E. 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 against any person or organization legally responsible for the use of a highway vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

F. Other Insurance.

With respect to bodily injury to an insured while occupying a highway vehicle not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle 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 limits 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 this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

G. 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 uninsured highway vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this insurance, 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, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the company, and judgment 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 insurance. If agreement by arbitration is not reached within three months from date of demand, the insured or his legal representative may institute any legal action for bodily injury against any person or organization legally responsible for the use of a highway vehicle involved in the accident.

H. Trust Agreement.

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment 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 because of which such payment is made;

(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 insurance;

(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 payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' 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.

I. 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.

J. 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 the terms of the policy applicable to this insurance.

K. This endorsement replaces any other provisions of the policy, including any endorsement forming a part thereof, affording similar insurance with respect to any damages arising out of the ownership, maintenance or use of an uninsured vehicle or a hit-and-run vehicle.

PERSONAL INJURY PROTECTION ENDORSEMENT
(KANSAS)

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SCHEDULE OF BENEFITS—PERSONAL INJURY PROTECTION

A. Medical Expenses	$_____ per person
B. Rehabilitation Expenses	$_____ per person
C. Work Loss	$_____ per month maximum
D. Essential Service Expenses	$_____ per day —_____ days maximum
E. Funeral Expenses	$_____ per person
F. Survivors' Loss	$_____ monthly earnings—per month maximum
	$_____ per day Essential Service Expenses —_____ days maximum

SECTION I

PERSONAL INJURY PROTECTION COVERAGE

The Company will pay in accordance with the Kansas Automobile Injury Reparations Act personal injury protection benefits for:

(a) **medical expenses,**
(b) **rehabilitation expenses,**
(c) **work loss,**
(d) **essential service expenses,**
(e) **funeral expenses,** and
(f) **survivors' loss**

incurred with respect to **bodily injury** sustained by an **eligible injured person** caused by an accident arising out of the ownership, operation, maintenance or use of a **motor vehicle.**

Exclusions

This coverage does not apply:

(a) to **bodily injury** sustained by the **named insured** or any **relative** while occupying any **motor vehicle** owned by the **named insured** which is not an **insured motor vehicle;**
(b) to **bodily injury** sustained by any person operating the **insured motor vehicle** without the express or implied consent of the **named insured;**
(c) to **bodily injury** sustained by any person if such person
  (1) causes such **bodily injury** to himself intentionally,
  (2) is an intentional converter of a **motor vehicle** at the time such **bodily injury** is sustained,
  (3) is injured as a result of conduct within the course of a business of repairing, servicing or otherwise maintaining **motor vehicles** unless such conduct occurred off the business premises, or
  (4) is injured as a result of conduct in the course of loading or unloading a **motor vehicle** unless the conduct occurred while **occupying** such **motor vehicle;**
(d) to **bodily injury** sustained by any person other than the **named insured** if such person is the owner of a **motor vehicle** with respect to which security is required under the Kansas Automobile Injury Reparations Act;
(e) to **bodily injury** sustained by any person other than the **named insured** or any **relative,** not a resident of Kansas while not **occupying** the insured **motor vehicle;**

Definitions

When used in reference to this coverage:

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom;

"eligible injured person" means
  (1) the **named insured** or any **relative** who sustains **bodily injury** while **occupying,** or through direct physical contact with while not **occupying,** any **motor vehicle,** or
  (2) any other person who sustains **bodily injury** while **occupying** the insured **motor vehicle** or through direct physical contact with the **insured motor vehicle** while not **occupying** any **motor vehicle;**

"essential service expenses" means appropriate and reasonable expenses incurred in obtaining ordinary and necessary services in lieu of those that, but for the **bodily injury,** the **eligible injured person** would have performed for the benefit of himself or his family;

"funeral expenses" means funeral, burial or cremation expenses incurred;

"insured motor vehicle" means a **motor vehicle** of which the **named insured** is the owner and with respect to which (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and (b) the **named insured** is required or has elected to maintain security required under the Kansas Automobile Injury Reparations Act;

"medical expenses" means all reasonable expenses incurred for necessary medical, surgical, x-ray and dental services, including prosthetic devices and necessary ambulance, hospital and professional nursing services, and also includes services recognized and permitted under the laws of Kansas for an **eligible injured person** who relies upon spiritual means through prayer alone for healing in accordance with his religious beliefs;

"monthly earnings" means (1) one-twelfth of the annual earnings, at the time the **bodily injury** was sustained, of an **eligible injured person** who is regularly employed or regularly self-employed, or (2) one-twelfth of the anticipated annual earnings of an **eligible injured person** who is not regularly employed or self-employed, or who is unemployed, from the time he would reasonably have been expected to be so employed. Anticipated annual earnings of an unemployed **eligible injured person** who has previously been employed or self-employed shall be calculated by averaging the annual compensation of such person for a period not to exceed five (5) years preceding the year of his **bodily injury,** during which such person was employed;

"motor vehicle" means a self-propelled vehicle of a kind required to be registered in the state of Kansas including any trailer, semi-trailer, or pole trailer designed for use with such a vehicle;

"named insured" means the individual named in Item 1 of the declarations and also includes his spouse, if a resident of the same household, and also includes the owner;

"occupying" means in or upon, entering into or alighting from;

"rehabilitation expenses" means all reasonable expenses incurred for necessary psychiatric services, occupational therapy and such occupation training and retraining as may be reasonably necessary to enable the **eligible injured person** to obtain suitable employment;

"relative" means a spouse or any other person related to the **named insured** by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the **named insured,** or who usually makes his home in the same household but temporarily lives elsewhere;

"survivor" means a deceased **eligible injured person's** spouse, or child under the age of eighteen (18) years, where his death resulted from a **bodily injury;**

"survivors' loss" means total allowances to all **survivors** for (1) loss after an **eligible injured person's** death of his **monthly earnings** and (2) **essential service expenses** incurred after his death, reduced by the amount of any expenses of the **survivors** which have been avoided by reason of his death;

"work loss" means loss during the **eligible injured person's** lifetime of **monthly earnings** due to his inability to engage in available and appropriate gainful activity, provided the **bodily injury** sustained is the proximate cause of such liability.

"workmen's compensation law" means the workmen's compensation act of Kansas, the United States longshoremen's and harbor workers' compensation act, the federal employer liability acts, and any similar state or federal law.

(Continued on reverse side)

William F. Splidt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willis J. Gragg
President

Countersigned by.....
Authorized Representative

Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any one person in any one **motor vehicle** accident is limited as follows:

1. **medical expenses** shall not include **rehabilitation expenses** and the maximum amount payable therefor shall not exceed two thousand dollars ($2,000);
2. **rehabilitation expenses** shall not include **medical expenses** and the maximum amount payable therefor shall not exceed two thousand dollars ($2,000);
3. for **work loss** the maximum amount payable (a) shall not exceed six hundred fifty dollars ($650) per month for a period of no more than one (1) year after the date the **eligible injured person** first becomes unable to engage in available and appropriate gainful activity and (b) shall be limited to 85% of any such **work loss** unless such amount payable is deemed includable in gross income for federal income tax purposes;
4. for **essential service expenses** incurred during the lifetime of the **eligible injured person** the maximum amount payable shall not exceed twelve dollars ($12) per day for a period of not longer than three hundred sixty-five (365) days after the date such expenses are first incurred;
5. for **funeral expenses** the maximum amount payable shall not exceed one thousand dollars ($1,000);
6. for **survivors' loss** the maximum amount payable shall not exceed six hundred fifty dollars ($650) per month for the loss of **monthly earnings** of the **eligible injured person** and shall not exceed twelve dollars ($12) per day for **essential service expenses**. All **survivors' loss** shall be paid for a period of not longer than one (1) year after the **eligible injured person's** death, less the number of months such person received **work loss** prior to his death;
7. Any amount payable by the Company under the terms of this coverage shall be reduced by the amount payable on account of such **bodily injury** under any **workmen's compensation** law.

Policy Period; Territory

This coverage applies only to accidents which occur during the policy period

(a) in the state of Kansas, and

(b) with respect to the **named insured** or a **relative**, while occupying the **insured motor vehicle** outside the state of Kansas, but within the United States of America, its territories, or possessions, or Canada.

Conditions

A. **Action Against Company.** No action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.

B. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **eligible injured person** to the Company or any of its authorized agents as soon as practicable. If any **eligible injured person**, his legal representative or his **survivors** shall institute legal action to recover damages for **bodily injury** against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such **eligible injured person**, his legal representative, or his **survivors**. No claim for personal injury protection benefits shall be made after two (2) years from the date of the **bodily injury**.

C. **Medical Reports, Proof of Claim.** As soon as practicable the **eligible injured person** or someone on his behalf shall give to the Company written proof of claim, including full particulars of the nature and extent of the **bodily injuries**, treatment and rehabilitation received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **eligible injured person** shall submit to physical and mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.

D. **Reimbursement and Subtraction.** The company's right of reimbursement, indemnity and subtraction shall be as follows:

(1) No subtraction from personal injury protection benefits shall be made because of the value of a claim in tort based on the same **bodily injury**, but after recovery of damages by judgment, settlement or otherwise is realized upon any such tort claim, a subtraction shall be made to the extent of the recovery, less reasonable attorney's fees and other reasonable expenses incurred in effecting the recovery, but only to the extent that the **eligible injured person** has recovered damages from the tort-feasor or his insurer or insurers which are duplicative of personal injury protection benefits payable. If personal injury protection benefits have already been received, the claimant shall repay to the insurer or insurers out of any such recovery a sum equal to the benefits received, but no more than the recovery, exclusive of reasonable attorneys' fees and other reasonable expenses incurred in effecting the recovery, but only to the extent that the **eligible injured person** has recovered said damages from the tort-feasor or his insurer or insurers which are duplicative of personal injury protection benefits received. The Company shall have a lien on such recovery to this extent. No recovery of damages by an **eligible injured person** or his estate shall be subtracted by the Company in calculating benefits due after such person's death resulting from an injury for which benefits were payable, and no recovery under K.S.A. 1973 Supplement 60-1903 shall be subtracted in calculating **funeral expenses**.

(2) The Company having a right of reimbursement under this section, if suffering loss from inability to collect such reimbursement out of payment received by an **eligible injured person** upon a tort claim, is entitled to indemnity from one who, with notice of the Company's interest, made such payment to the **eligible injured person** without making the **eligible injured person** and the Company joint payees, as their interest may appear, or without obtaining the Company's consent to a different method of payment.

(3) In the event an **eligible injured person** or his legal representative is entitled to commence an action for pain, suffering, mental anguish, inconvenience or other non-pecuniary loss against an alleged tort-feasor under the provisions of Section 17 of the Kansas Automobile Injury Reparations Act, and fails to commence an action against such tort-feasor within eighteen (18) months after the date of the accident resulting in the **bodily injury**, the Company, upon giving thirty (30) days written notice to such **eligible injured person** or his legal representative, shall have the right to commence an action against such third party, in its own name or in the name of the **eligible injured person** or his legal representative, to recover the amount of the personal injury protection benefits paid pursuant to the provisions of the Kansas Automobile Injury Reparations Act to or for the benefit of such **eligible injured person**, but the prosecution or settlement of any such action without the consent of the **eligible injured person** or his legal representative shall be without prejudice to the **eligible injured person** or his legal representative to maintain an action against the third party.

(4) In lieu of commencing an action against the third party as provided in Subsection 3 where such third party was the insured under a policy of motor vehicle liability insurance at the time of the **motor vehicle** accident causing the injury, the Company and the insurer of the third party may agree that the issue of liability for reimbursement and the amount thereof shall be decided by arbitration between the insurers.

(5) Benefits provided under the Kansas Automobile Injury Reparations Act as provided by this endorsement shall be deducted from any recovery received by an **eligible injured person** under Uninsured Motorists Coverage as provided by K.S.A. 1972 Supplement 40-284, or any amendments thereto.

E. **Other Insurance.** If two (2) or more insurers or self-insurers are liable to pay personal injury protection benefits for the same injury to any one (1) person, the maximum benefits payable shall be the total of the various maximum benefits provided by the Kansas Automobile Injury Reparations Act, and the Company shall be entitled to recover from each of the other insurers or self-insurers an equitable pro-rata share of the benefits paid and expenses incurred in processing the claim.

F. **Payment of Benefits.** Personal injury protection benefits payable under this policy shall be overdue if not paid within thirty (30) days after the Company is furnished written notice of the fact of a covered loss and of the amount of same, except that **work loss** payable under this policy shall be paid not less than every two weeks after such notice. If such written notice is not furnished as to the entire claim, any partial amounts supported by written notice is overdue if not paid within thirty (30) days after such written notice is furnished. Any part or all of the remainder of the claim that is subsequently supported by written notice is overdue if not paid within thirty (30) days after such written notice is furnished the Company. All overdue payments shall bear simple interest at the rate of eighteen percent (18%) per annum.

G. **Non-Applicability of Subrogation Condition.** The Subrogation Condition of the policy does not apply to Personal Injury Protection Coverage.

SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates the following conditions shall apply:

(a) Excess Insurance: Any Automobile Medical Payments Coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**.

(b) Conflict of Provisions: In the event that there is a conflict between the provisions of this endorsement and the provisions of the policy to which it is attached, the provisions of the policy are superseded by the provisions of this endorsement.

(c) Cancellation: Except as provided in K.S.A. 40-276, 40-276(a) and 40-277, and except for nonpayment of premium, this policy is hereby amended with respect to bodily injury liability, property damage liability and personal injury protection coverages to read:
The Company hereby agrees with the insured that this policy and any renewal thereof shall not be cancelled or non-renewed by the Company:

(1) until at least thirty (30) days after mailing a notice of cancellation or non-renewal, by certified or registered mail, or United States post office certificate of mailing, to the **named insured** at the latest address filed with the Company by or on behalf of the insured; and

(2) unless the Company shall give the director of vehicles notice of such cancellation or non-renewal on or before the effective date of cancellation or non-renewal.

(d) Out-Of-State Insurance: It is agreed that, subject to all the provisions of the policy except where modified herein, the following provision is added:
If, under the provisions of the motor vehicle financial responsibility or 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.

(e) Terms of Policy Conformed to Statute: Terms of this policy which are in conflict with the provisions of the Kansas Automobile Injury Reparations Act are hereby amended to conform to such law.

UNINSURED MOTORISTS INSURANCE

(Kansas)

Schedule

Designation of named insured for purposes of this endorsement See item 1 - declarations

Limits of Liability: $ 15,000 each person; $ 30,000 each accident.

The advance premium for this endorsement is $ 98.

Description of Insured Automobiles:

Check appropriate box

- [x] Any automobile owned by the principal named insured
- [ ] Any private passenger type automobile owned by the principal named insured
- [ ] Any automobile to which are attached Dealer's Automobile Registration Plates issued in the name of the principal named insured
- [ ] Any automobile designated in the declarations of the policy and an automobile ownership of which is acquired during the policy period by the principal named insured as a replacement therefor.

In consideration of the payment of the premium for this endorsement and subject to all of the terms of this endorsement, the company agrees with the named insured as follows:

Insuring Agreements

I. Damages for Bodily Injury Caused by Uninsured Motor Vehicles.

The company will 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 uninsured motor vehicle because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured motor vehicle; 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 judgment against any person or organization alleged to be legally responsible for the bodily injury 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 judgment 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 to which this endorsement applies sustained by an insured under (1) or (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 liability 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:

(i) an automobile while used as a public or livery conveyance, unless such use is specifically declared and described in the policy;

(ii) an automobile while being used without the permission of the owner;

(iii) under subparagraphs (2) and (3) above, an automobile owned by the principal named insured or by any named insured designated in the schedule or by any resident of the same household as such insured; or

(iv) under subparagraphs (2) and (3) above, an automobile furnished for the regular use of the principal named insured or any resident of the same household.

(c) **"uninsured motor vehicle"** means:

(1) a motor vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured automobile is principally garaged, no bodily injury liability 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 vehicle, or with respect to which there is a bodily injury 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; or

(2) a hit-and-run vehicle as defined;

but the term "uninsured motor vehicle" shall not include:

(i) an insured automobile,

(ii) a motor vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a motor vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing,

(iv) a land motor vehicle or trailer if operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle, or

(v) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

(d) **"hit-and-run vehicle"** means a vehicle which causes bodily injury to an insured arising out of physical contact of such vehicle with the insured or with 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 vehicle"; (2) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes 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.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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) to bodily injury to an insured with respect to which such insured, his legal representative or any person entitled to payment under this endorsement shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to bodily injury to an insured while occupying an automobile (other than an insured automobile) owned by a named insured or any relative resident in the same household, or through being struck by such an automobile, but this exclusion does not apply to the principal named insured or his relatives while occupying or if struck by an automobile owned by an insured named in the schedule or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

Conditions

A. 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 "Insured's Duties in the Event of Occurrence, Claim or Suit"), "Subrogation", "Changes", "Assignment", "Cancellation" and "Declarations".

B. Premium.

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.

C. Proof of Claim; Medical Reports.

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 examinations 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.

D. 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 alleged to be legally responsible for the bodily injury; and in any action against the company, the company may require the insured to join such person or organization as a party defendant.

E. 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 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 such legal action shall be for-

[illegible] brought on account of bodily injury, or (4) automobiles to which this insurance applies,

(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 care or loss of services, because of bodily injury sustained by one person as the result of any one 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 one accident.

(b) Any amount payable under the terms of this endorsement because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by

(1) all sums paid on account of such bodily injury by or on behalf of (i) the owner or operator of the uninsured motor vehicle and (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury including all sums paid under the Bodily Injury Liability Coverage of the policy, and

(2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this endorsement to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person insured under the Bodily Injury Liability Coverage of the policy.

G. 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 limits 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 this Coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

H. 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 uninsured motor vehicle because of bodily injury 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 (1) the rules of the American Arbitration Association (a copy of which rules together with the address of the local office of the American Arbitration Association will be sent to the insured by the company upon request), or (2) the provisions of Sections 5-201 to 5-213 inclusive, of the General Statutes of Kansas, 1949. Judgment 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.

I. 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.

J. 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 the terms of this endorsement.

K. This endorsement replaces any other provisions of the policy, including any endorsement forming a part thereof, affording similar insurance with respect to any damages arising out of the ownership, maintenance or use of an uninsured vehicle or a hit-and-run vehicle.

COVERAGE PART: **INSURANCE AGAINST UNINSURED MOTORISTS**

Forming a part of Policy No. 1CC 962458

Schedule

Designated Insured

See item 1 - declarations

Description of **Insured Highway Vehicles** (Check appropriate box)

☐ Any **automobile** owned by the **Named Insured**

☐ Any **private passenger automobile** owned by the **Named Insured**

☐ Any **highway vehicle** to which are attached dealer's license plates issued to the **Named Insured**

☐ Any **highway vehicle** designated by the letters "UM" and a **highway vehicle** ownership of which is acquired during the policy period by the **Named Insured** as a replacement therefor

☐ Any **mobile equipment** owned or leased by and registered in the name of the **Named Insured**

☐ Missouri, Nebraska, South Dakota, Iowa, Oregon $363.

Endorsement Nos. CP 0483

I COVERAGE U—UNINSURED MOTORISTS (Damages for Bodily Injury)

The Company will 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 **uninsured highway vehicle** because of **bodily injury** sustained by the **Insured**, caused by accident and arising out of the ownership, maintenance or use of such **uninsured highway vehicle**; provided, for the purposes of this coverage, 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 judgment against any person or organization alleged to be legally responsible for the **bodily injury** 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 judgment is entered pursuant to an action prosecuted by the **Insured** with the written consent of the Company.

Exclusions

This insurance does not apply:

(a) to **bodily injury** to an **Insured** with respect to which such **Insured**, his legal representative or any person entitled to payment under this insurance shall, without written consent of the Company, make any settlement with any person or organization who may be legally liable therefor;

(b) to **bodily injury** to an **Insured** while **occupying** a **highway vehicle** (other than an **insured highway vehicle**) owned by the **Named Insured**, any **designated Insured** or any relative resident in the same household as the **Named** or **designated Insured**, or through being struck by such a vehicle, but this exclusion does not apply to the **Named Insured** or his relatives while **occupying** or if struck by a **highway vehicle** owned by a **designated Insured** or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II PERSONS INSURED

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

(a) the **Named Insured** and any **designated Insured** and, while residents of the same household, the spouse and relatives of either;

(b) any other person while **occupying** an **insured highway vehicle**; and

(c) any person, with respect to damages he is entitled to recover because of **bodily injury** to which this insurance applies sustained by an **Insured** under (a) or (b) above.

The insurance applies separately with respect to each **Insured**, except with respect to the limits of the Company's liability.

III LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are **Insureds** under this policy, (2) persons who sustain **bodily injury**, (3) claims made or suits brought on account of **bodily injury**, or (4) **highway vehicles** to which this policy applies,

(a) The limit of liability stated in the declarations as applicable to "each person" is the limit of the Company's liability for all damages because of **bodily injury** sustained by one person as the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the declarations as applicable to "each accident" is the total limit of the Company's liability for all damages because of **bodily injury** sustained by two or more persons as the result of any one accident.

(b) Any amount payable under the terms of this insurance because of **bodily injury** sustained in an accident by a person who is an **Insured** under this coverage shall be reduced by

(1) all sums paid on account of such **bodily injury** by or on behalf of

(i) the owner or operator of the **uninsured highway vehicle** and

(ii) any other person or organization jointly or severally liable together with such owner or operator of such **bodily injury**,

including all sums paid under the **bodily injury** liability coverage of the policy, and

(2) the amount paid and the present value of all amounts payable on account of such **bodily injury** under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this insurance to or for any **Insured** shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization who is an **Insured** under the **bodily injury** liability coverage of the policy.

(d) The Company shall not be obligated to pay under this insurance that part of the damages which the **Insured** may be entitled to recover from the owner or operator of an **uninsured highway vehicle** which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

IV POLICY PERIOD; TERRITORY

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

V ADDITIONAL DEFINITIONS

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

"designated Insured" means an individual named in the schedule under **Designated Insured**;

"highway vehicle" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means a **highway vehicle** which causes **bodily injury** to an **Insured** arising out of physical contact of such vehicle with the **Insured** or with a vehicle which the **Insured** is **occupying** at the time of the accident, provided:

(a) there cannot be ascertained the identity of either the operator or owner of such **highway vehicle**;

(b) the **Insured** or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the Company within 30 days thereafter a statement under oath that the **Insured** or his legal representative has a cause or causes 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

(c) at the Company's request, the **Insured** or his legal representative makes available for inspection the vehicle which the **Insured** was **occupying** at the time of the accident;

"insured highway vehicle" means a **highway vehicle**:

(a) described in the schedule as an **insured highway vehicle** to which the **bodily injury** liability coverage of the policy applies;

(b) while temporarily used as a substitute for an **insured highway vehicle** as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

(c) while being operated by the **Named** or **designated Insured** or by the spouse of either if a resident of the same household;

but the term **"insured highway vehicle"** shall not include:

(i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the **Named Insured**, any **designated Insured** or any resident of the same household as the **Named** or **designated Insured**; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the **Named Insured** or any resident of the same household;

"occupying" means in or upon or entering into or alighting from;

"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"uninsured highway vehicle" means:

(a) a **highway vehicle** with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the **state** in which the **insured highway vehicle** is principally garaged, no **bodily injury** liability 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 vehicle, or with respect to which there is a **bodily injury** 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; or

(b) a **hit-and-run vehicle**;

but the term **"uninsured highway vehicle"** shall not include:

(i) an **insured highway vehicle**,

(ii) a **highway vehicle** which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a **highway vehicle** which is owned by the United States of America, Canada, a **state**, a political subdivision of any such government or an agency of any of the foregoing.

VI ADDITIONAL CONDITIONS

A. Premium If during the policy period the number of **insured highway vehicles** owned by the **Named Insured** or spouse or the number of dealer's license plates issued to the **Named Insured** changes, the **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, 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**.

B. Proof of Claim; Medical Reports 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 examinations 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.

C. Assistance and Cooperation of the Insured After notice of claim under this insurance, 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 alleged to be legally responsible for the **bodily injury**; and in any action against the Company, the Company may require the **Insured** to join such person or organization as a party defendant.

D. 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** against any person or organization legally responsible for the use of a **highway vehicle** involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the Company by the **Insured** or his legal representative.

E. Other Insurance With respect to **bodily injury** to an **Insured** while **occupying** a **highway vehicle** not owned by the **Named Insured**, this insurance shall apply only as excess insurance over any other similar insurance available to such **Insured** and applicable to such vehicle 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 limits 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 this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

F. 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 **uninsured highway vehicle** because of **bodily injury** to the **Insured**, or do not agree as to the amount of payment which may be owing under this insurance, 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, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the **Insured** and the Company, and judgment 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 insurance.

G. Trust Agreement In the event of payment to any person under this insurance:

(a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment 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** because of which such payment is made;

(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 insurance;

(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 payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the Company shall be reimbursed out of such recovery for expenses, costs and attorneys' 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.

H. 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.

COVERAGE PART:

AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Forming a part of Policy

No. 1CC 962458

Schedule

Designated Person Insured

See item 1 - declarations

Designation of Automobiles—Division 1

(1) ☐ Any **owned automobile**

(2) ☐ Any **hired automobile**

(3) ☒ Any licensed **owned private passenger automobile**

(4) ☐ Any **automobile** designated "M.P."

(5) ☐ Any **non-owned automobile**

(6) ☐ $301.

Endorsement Nos.

I COVERAGE F—AUTOMOBILE MEDICAL PAYMENTS

The Company will pay all reasonable **medical expense** incurred within one year from the date of the accident:

Division 1. to or for each person who sustains **bodily injury**, caused by accident, while **occupying** a **designated automobile** which is being used by a person for whom **bodily injury** liability insurance is afforded under this policy with respect to such use;

Division 2. to or for each **Insured** who sustains **bodily injury**, caused by accident, while **occupying** or, while a pedestrian, through being struck by a **highway vehicle**.

Exclusions

This insurance does not apply:

(a) to **bodily injury** to any person or **Insured** while employed or otherwise engaged in duties in connection with an **automobile business**, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(b) 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;

(c) under Division 1, to **bodily injury** to any employee of the **Named Insured** arising out of and in the course of employment by the **Named Insured**, but this exclusion does not apply to any such **bodily injury** arising out of and in the course of domestic employment by the **Named Insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(d) under Division 2, to **bodily injury** sustained while **occupying** a **highway vehicle** owned by any **Insured**, or furnished for the regular use of any **Insured** by any person or organization other than the **Named Insured**.

II PERSONS INSURED—DIVISION 2

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

(a) any person designated as **Insured** in the schedule;

(b) while residents of the same household as such designated person, his spouse and the relatives of either;

and if such designated person shall die, any person who was an **Insured** at the time of such death shall continue to be an **Insured**.

III LIMIT OF LIABILITY

Regardless of the number of (1) persons or organizations who are **Insureds** under this policy, (2) persons who sustain **bodily injury**, (3) claims made or suits brought on account of **bodily injury** or (4) **designated automobiles** to which this policy applies, the limit of liability for medical payments stated in the declarations as applicable to "each person" is the limit of the Company's liability for all expenses incurred by or on behalf of each person who sustains **bodily injury** as the result of any one accident.

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

IV ADDITIONAL DEFINITIONS

The additional definitions applicable to automobile bodily injury liability insurance also apply to this insurance; and when used in reference to this insurance (including endorsements forming a part of the policy):

"designated automobile" means an **automobile** designated in the schedule and includes:

(a) an **automobile** not owned by the **Named Insured** while temporarily used as a substitute for an **owned automobile** designated in the schedule when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction; and

(b) a trailer designed for use with a **private passenger automobile**, if not being used for business purposes with another type **automobile** and if not a home, office, store, display or passenger trailer;

"highway vehicle" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a residence or premises;

"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;

"occupying" means in or upon or entering into or alighting from.

V POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the territory described in paragraph (1) or (2) of the definition of **policy territory.**

VI ADDITIONAL CONDITIONS

A. 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 such 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.

B. Excess Insurance Except with respect to an **owned automobile**, the insurance under Division 1 shall be excess insurance over any other valid and collectible automobile medical payments or automobile **medical expense** insurance.

The insurance under Division 2 shall be excess insurance over any other valid and collectible automobile medical payments or automobile **medical expense** insurance available to the **Insured** under any other policy.

C. Non-Applicability of Subrogation Condition The Subrogation Condition does not apply to the Automobile Medical Payments Coverage.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to
Insurance Against Uninsured Motorists

MISSOURI AMENDMENT

It is agreed that:

1. The term **"uninsured highway vehicle"** is changed to "uninsured motor vehicle".
2. (a) The amount payable hereunder shall not be subject to reduction because of any expenses for medical services paid or payable under the medical payments coverage of the policy;

   (b) that part of the "Limits of Liability" provision pertaining to such a reduction is amended accordingly.
3. The first paragraph of the Condition entitled "Other Insurance" is replaced by the following:

   Other Insurance

   With respect to **bodily injury** to an **insured** while **occupying a highway vehicle** not owned by the **named insured**, this insurance shall apply only as excess insurance over any similar insurance available to such **insured** and applicable to such vehicle as primary insurance.
4. The **insured** shall not be required to arbitrate disputed claims under this insurance.

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

William J. Gragg
President

Countersigned by.....
Authorized Representative

Casualty CP 0483 (2-75) PRINTED IN U.S.A. ⊙

COVERAGE PART:

AUTOMOBILE PHYSICAL DAMAGE INSURANCE

Forming a part of Policy No. 1CC 962458

Schedule

PHF Item 1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and, under each such Coverage, applies only to such **covered automobiles** as are indicated, by entry herein, of one or more of the designating numerals for that purpose appearing in PHF Item 4. The limit of the Company's liability against each such Coverage shall be as stated or designated herein, subject to all the terms of this insurance having reference thereto.

COVERAGES	COVERED AUTOMOBILES Enter numeral(s) per PHF Item 4	LIMIT OF LIABILITY—Each covered automobile: IF ACTUAL CASH VALUE (ACV), Enter: "ACV" and	DEDUCTIBLE	IF STATED AMOUNT, Enter: AMOUNT and	DEDUCTIBLE	OTHERWISE, enter: "S", meaning "as separately stated in PHF Item 2(c)"	ADVANCE PREMIUMS
O. COMPREHENSIVE	3	ACV	$ 50.	$	$		$ 2,142.
P. COLLISION	7,8		$ 1000			S	$15,193.
Q. FIRE, LIGHTNING OR TRANSPORTATION	4,8			$		S	$10,073.
R. THEFT	4,8			$		S	$
S. WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION	4,8			$		S	$
T. COMBINED ADDITIONAL	4,8			$		S	$
V. TOWING (Not available in California)		$25 for each disablement					$
Endorsement Nos. CP 0159 CP 0037						Advance Premium for Endorsements	$
						Total Advance Premium	$27,408.

Maximum Limit of Liability	
Any one **covered automobile**	$ 45,000
All **covered automobiles** at any one location	$700,000
All **covered automobiles**	$2,300,000

Records to be submitted: ☐ monthly ☐ semi-annually ☐ quarterly

Audit Period: ☐ monthly ☐ semi-annually ☐ quarterly ☐ annually

PHF Item 2. **Covered Automobiles** as of Effective Date of this Insurance

(a) Description; **Purposes of Use** (P & B = **Pleasure and Business**; C = **Commercial**)

AUTO No.	Year Model; Trade Name; Body Type—Capacity (Truck Load, Gallonage, Bus Seating); Identification (I), Serial (S), Motor (M) No.: Cylinders (No.); Model	Principally garaged in (Town, State)	Purpose of Use	Classification
1				
2	See Companies Records			

(b) Facts Respecting Purchase

AUTO No.	List Price	Actual Cost	Purchased Mo. & Yr. - New (N); Used (U)	Rating Symbol	Any loss under Coverages other than Towing is payable as interest may appear to the **Named Insured** and the Loss Payee named below:
1					
2					

(c) Limit of Liability (if not stated in PHF Item 1); Advance Premiums

AUTO No.	LIMIT OF LIABILITY—Each covered automobile described in (a) above and covered for: Coverages other than Collision: Enter: Amt. or "ACV" &	Deductible	Collision: Enter: "ACV" &	Deductible	ADVANCE PREMIUMS: Comprehensive	Collision	Fire, Lightning or Transportation	Theft	Windstorm, Hail, Earthquake or Explosion	Combined Additional	Towing
1					$	$	$	$	$	$	$
2					$	$	$	$	$	$	$
"ACV" = Actual Cash Value				Totals	$	$	$	$	$	$	$

PHF Item 3. Except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, the **Named Insured** is the sole owner of every **covered automobile** designated in PHF Item 1 as covered under this insurance, unless otherwise stated herein:

PHF Item 4. Explanation of entries in PHF Item 1 for designating the **covered automobiles** to which this insurance applies, under each Coverage afforded:

1 = all **covered automobiles**

2 = all registered **covered automobiles**

3 = all **covered automobiles** of the **private passenger type**

4 = all **covered automobiles** of the **commercial type** exceeding $500 in Value

5 = the **covered automobiles** described in PHF Item 2 (including newly acquired vehicles, subject to the provisions of paragraph (b) of the "**covered automobile**" definition)

When so entered in addition to numerals 1, 2, 3 or 4:

6 = excluding vehicles leased to the **Named Insured**

7 = excluding, under Collision Coverage, any vehicle not having an actual cash value of at least $ 10,000.

8= Excluding private passenger types and trailers

I COVERAGE AGREEMENTS

1. The Company will pay for **loss** to **covered automobiles** under:

COVERAGE O. COMPREHENSIVE—from any cause except **collision**; but, for the purpose of this coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, windstorm, hail, earthquake, explosion, riot or civil commotion, malicious mischief or vandalism, water, flood, or colliding with a bird or animal, shall not be deemed **loss** caused by **collision**;

COVERAGE P. COLLISION—caused by **collision**;

COVERAGE Q. FIRE, LIGHTNING OR TRANSPORTATION—caused by

(a) fire or lightning,

(b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the **covered automobile** is located, or

(c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the **covered automobile** is being transported;

COVERAGE R. THEFT—caused by theft or larceny;

COVERAGE S. WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION—caused by windstorm, hail, earthquake or explosion;

COVERAGE T. COMBINED ADDITIONAL—caused by

(a) windstorm, hail, earthquake or explosion,

(b) riot or civil commotion,

(c) the forced landing or falling of any aircraft or its parts or equipment,

(d) malicious mischief or vandalism,

(e) flood or rising waters, or

(f) external discharge or leakage of water;

provided that, with respect to each **covered automobile**,

(i) under the Comprehensive coverage (except as to loss from any of the causes described in the Fire, Lightning or Transportation coverage) and under the Collision coverage, such payment shall be only for the amount of each loss in excess of the deductible amount, if any, stated in the schedule as applicable thereto;

(ii) under the Combined Additional coverage, $25 shall be deducted from the amount of each loss caused by malicious mischief or vandalism.

2. The company will pay under:

COVERAGE V. TOWING—for towing and labor costs necessitated by the disablement of **covered automobiles**, provided the labor is performed at the place of disablement.

(Continued on reverse side)

3. SUPPLEMENTARY PAYMENTS

In addition to the applicable limits of liability, the Company will:

(a) with respect to such transportation insurance as is afforded herein, pay general average and salvage charges for which the **Named Insured** becomes legally liable;

(b) reimburse the **Named Insured**, in the event of a theft covered by this insurance of an entire **covered automobile** of the **private passenger type** (not used as a public or livery conveyance and not, at time of theft, being held for sale by an automobile dealer), for expense incurred for the rental of a substitute for such **covered automobile** during the period commencing 48 hours after such theft has been reported to the Company and the police and terminating, regardless of expiration of the policy period, when such **covered automobile** is returned to use or the Company pays for the loss; but, as to any one such theft, such reimbursement shall not exceed $10 for any one day nor $300 total.

4. Such insurance as is afforded under each coverage applies separately to each **covered automobile**, and a land motor vehicle and one or more trailers or semitrailers attached thereto shall be held to be separate **covered automobiles** as respects limits of liability and any deductible provisions applicable thereto.

Exclusions

This insurance does not apply:

(a) to any **covered automobile** while used as a public or livery conveyance, unless such use is specifically declared and described in the schedule;

(b) to damage which is due and confined to:
(i) wear and tear, or
(ii) freezing, or
(iii) mechanical or electrical breakdown or failure,
unless such damage is the result of other **loss** covered by this insurance;

(c) to tires, unless
(i) **loss** be coincident with and from the same cause as other **loss** covered by this insurance; or
(ii) damaged by fire, by malicious mischief or vandalism or stolen and, as to the **covered automobile**, **loss** caused by such damage or theft is covered by this insurance;

(d) to loss due to
(i) war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
(ii) radioactive contamination;

(e) to **loss** to
(i) 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 **covered automobile**;
(ii) 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;

(f) to loss to a **camper body** designed for use with a **covered automobile** and not designated in the schedule and for which no premium has been charged if such **camper body** was owned at the inception of the policy period or the inception of any renewal or extension period thereof;

(g) under the Comprehensive and Theft coverages, to loss or damage due to conversion, embezzlement or secretion by any person in possession of a **covered automobile** under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance;

(h) under the Collision coverage, to breakage of glass if insurance with respect to such breakage is otherwise afforded herein;

(i) under the Windstorm, Hail, Earthquake or Explosion and Combined Additional coverages, to **loss** resulting from rain, snow or sleet, whether or not wind-driven.

II LIMIT OF LIABILITY

1. The limit of the Company's liability for **loss** to any one **covered automobile** shall not exceed the least of the following amounts:

(a) the actual cash value of such **covered automobile**, or if the **loss** is to a part thereof the actual cash value of such part, at time of **loss**; or

(b) what it would then cost to repair or replace such **covered automobile** or part thereof with other of like kind and quality, with deduction for depreciation; or

(c) the limit of liability stated in the schedule as applicable to "each **covered automobile**" under the coverage afforded for the **loss** to such **covered automobile**, provided that if such limit of liability is expressed as a stated amount it shall, with respect to a **covered automobile** newly acquired during the policy period and not described in the schedule, be deemed as having been replaced by "actual cash value";

and subject to the above provisions, shall not in any event exceed the amount, if any, stated in the schedule as the "maximum limit of liability" applicable to "any one **covered automobile**."

2. The total limit of the Company's liability for all **loss** directly attributable to a single happening out of which **loss** occurs shall not exceed:

(a) as to all **covered automobiles** at any one location, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting any one **covered automobile**;

(b) as to all **covered automobiles**, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting (i) any one **covered automobile** and (ii) any one location.

III POLICY PERIOD; TERRITORY; PURPOSES OF USE

This insurance applies only to **loss** which occurs during the policy period, while the **covered automobile** is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof and, if a **covered automobile** described in the schedule, is maintained and used for the purposes stated therein as applicable thereto.

IV ADDITIONAL DEFINITIONS

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

"camper body" means a body designed to be mounted upon a **covered automobile** and equipped as sleeping or living quarters;

"collision" means (i) collision of a **covered automobile** with another object or with a vehicle to which it is attached, or (ii) upset of such **covered automobile**;

"commercial type" means

(i) a land motor vehicle of the truck, pick-up, express, sedan or panel delivery type, including truck-type tractors, trailers and semitrailers, used for the transportation or delivery of goods or merchandise or for other business purposes, or

(ii) an altered **private passenger type** vehicle used for retail or wholesale delivery;

"covered automobile" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is either

(a) designated in the schedule, by description or otherwise, as a **covered automobile** to which this insurance applies and is:
(i) owned by the **Named Insured**, or
(ii) leased to the **Named Insured** for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the **Named Insured** or for its repair or exchange; or

(b) if not so designated, such vehicle is newly acquired by the **Named Insured** during the policy period provided, however, that:
(i) it replaces a described **covered automobile**, or as of the date of its delivery this insurance applies to all **covered automobiles**, and
(ii) the **Named Insured** notifies the Company within 30 days following such delivery date;

but **"covered automobile"** does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the **Named Insured**, unless specifically stated otherwise by endorsement forming a part of the policy;

"loss" means direct and accidental loss or damage;

"private passenger type" means a 4-wheel land motor vehicle of the private passenger or station wagon type;

as to **"purposes of use"**:

"commercial" means use principally in the business occupation of the **Named Insured** as stated in the declarations, including occasional use for personal, pleasure, family and other business purposes;

"pleasure and business" means personal, pleasure, family and business use.

V CONDITIONS

None of the Conditions of the policy shall apply to this insurance except "Premium", "Inspection and Audit", "Subrogation", "Changes", "Assignment", "Cancelation", and "Declarations". This insurance shall also be subject to the following additional Conditions:

1. **Named Insured's Duties in Event of Loss** — In the event of loss the **Named Insured** shall:

(a) protect the **covered automobile**, whether or not this insurance applies to the loss, and any further loss or damage due to the **Named Insured's** failure to protect shall not be recoverable under this insurance; reasonable expenses incurred in affording such protection shall be deemed incurred at the Company's request;

(b) give notice thereof as soon as practicable to the Company or any of its authorized agents and also, in the event of theft or larceny, to the police;

(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 require and, upon the Company's request, shall exhibit the damaged property and submit to examination under oath;

(d) cooperate with the Company and, upon the Company's request, shall 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 **Named Insured** because of **loss** with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the **Named Insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

2. **Payment for Loss** — With respect to any **loss** covered by this insurance, the Company may pay for said **loss** in money, or may:

(a) repair or replace the damaged or stolen property, or

(b) return at its expense any stolen property to the **Named Insured**, with payment for any resultant damage thereto, at any time before the **loss** is so paid or the property is so replaced, or

(c) take all or any part of the damaged or stolen property at the agreed or appraised value,

but there shall be no abandonment to the Company.

3. **Appraisal** — If the **Named Insured** and the Company fail to agree as 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 **Named Insured** and the Company shall each select a competent appraiser, and the appraisers shall 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 **Named Insured** and the Company shall each pay its 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.

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 the terms of this insurance nor until 30 days after proof of **loss** is filed and the amount of **loss** is determined as provided in this insurance.

5. **Other Insurance** — If the **Named Insured** has other insurance against a **loss** covered by this insurance, the Company shall not be liable under this insurance for a greater proportion of such **loss** than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such **loss**; provided, however, with respect to any **covered automobile** newly acquired during the policy period and not described in the schedule, this insurance shall not apply to any **loss** against which the **Named Insured** has other valid and collectible insurance.

6. **No Benefit to Bailee** — None of the provisions of this insurance shall inure directly or indirectly to the benefit of any carrier or other bailee for hire.

7. **Terms of Insurance Conformed to Statute** — Terms of this insurance which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes.

North Carolina Exception—(If this coverage is written in the State of North Carolina, the following applies)
Proofs of Loss—The failure of the Insured to furnish proofs of loss as required by the terms of this policy shall not debar him from recovery hereunder unless within fifteen (15) days after receipt of notice of loss the Company or its representatives shall provide the Insured with a blank or blanks in duplicate, to be used for the purpose of making such proofs of loss.

USF&G/F&GIU

This endorsement modifies the provisions of the policy relating to all
Automobile Physical Damage Insurance—Automobile Physical Damage Insurance (Dealers)

AMENDMENT OF POLICY PROVISIONS—KANSAS

It is agreed that, with respect to **covered automobiles** registered or principally garaged in Kansas:

1. Paragraph (a) of the "Named Insured's Duties in Event of Loss" Condition is amended to read:

   "(a) use every reasonable means to protect the **covered automobile** (whether or not this insurance applies to the loss) from further loss: reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;"

2. The term "30 days" is substituted for "60 days" in the "Appraisal" Condition.

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willford Gragg
President

Countersigned by.....
Authorized Representative

Casualty CP 0159 (8-74)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to
Automobile Physical Damage Insurance—Automobile Physical Damage Insurance (Dealers)

SOUND RECEIVING AND TRANSMITTING EQUIPMENT EXCLUDED

It is agreed that the following exclusion is added:

"This insurance does not apply to loss 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 or antennas. This exclusion does not apply to **loss** to any of this equipment if installed in a **covered automobile** which is:

1. owned by a police or fire department; or
2. equipped as an emergency vehicle and owned by a municipality, county, state or the federal government or by any political subdivision or agency of any of these; or
3. equipped as an emergency vehicle and owned by a volunteer fire department, volunteer rescue squad or volunteer ambulance corps operations."

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willford Gragg
President

Countersigned by.....
Authorized Representative

Casualty CP 0037 (4-76) PRINTED IN U.S.A.

COVERAGE PART:

Forming a part of Policy

No. 500 1CC 962458

CONTRACTUAL LIABILITY INSURANCE

(Blanket Coverage)

Schedule

Coverages (PF 32)	Limits of Liability		Advance Premiums
YY. Contractual Bodily Injury Liability	$ 500 ,000 each **occurrence**		$ 27.
ZZ. Contractual Property Damage Liability	$ 100 ,000 each **occurrence**	$ 100 ,000 aggregate	$ 16.

If Limits of Liability are not stated above, see endorsement Casualty 609.

Designation of Contracts The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
		(a) Cost (b) Sales	(a) Per $100 of Cost (b) Per $100 of Sales			
Construction Operations Broad Form Construct.....	16281	a. if any	.016	.012	27.MP	16.MP
Endorsement Nos.						
				Total Advance Premiums	$ 27.	$ 16.

I COVERAGE YY—CONTRACTUAL BODILY INJURY LIABILITY

COVERAGE ZZ—CONTRACTUAL PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the **Insured** all sums which the **Insured**, by reason of **contractual liability** assumed by him under any written contract relating to the business of the **Named Insured** as stated in the declarations, shall become legally obligated to pay as damages because of

bodily injury or

property damage

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

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

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

Exclusions

This insurance does not apply:

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

(b) 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

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

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

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

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

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

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

if such liability is imposed

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

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

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

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

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

(g) to **property damage** to

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

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

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

(h) to **property damage** to premises alienated by the **Named Insured** arising out of such premises or any part thereof;

(Continued on reverse side)

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

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

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

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

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

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

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

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

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

(o) to **bodily injury** or **property damage** arising out of the loading or unloading of watercraft;

(p) to liability of any railroad assumed by the **Insured;**

(q) to **bodily injury** or **property damage** included within the **completed operations hazard** or the **products hazard**, except to the extent that insurance is afforded for such **bodily injury** or **property damage** by the Comprehensive General Liability Insurance Coverage Part or Completed Operations and Products Liability Insurance Coverage Part forming a part of the policy;

(r) to **property damage** included within (1) the **explosion hazard**, (2) the **collapse hazard**, or (3) the **underground property damage hazard;** except to the extent that insurance is afforded for such **property damage** by the Comprehensive General Liability Insurance Coverage Part or Manufacturers' and Contractors' Liability Insurance Coverage Part forming a part of the policy;

(s) to liability assumed by the **Insured** under any contract or agreement with labor unions.

II PERSONS INSURED

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

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

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

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

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

III LIMITS OF LIABILITY

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

Coverage YY—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.**"

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

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

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.**

V ADDITIONAL DEFINITIONS

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

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

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

"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;**

"suit" includes an arbitration proceeding to which the **Insured** is required to submit or to which the **Insured** has submitted with the Company's consent;

"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.**

VI ADDITIONAL CONDITIONS

A. 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.

B. Premium Bases

When used as a premium basis:

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

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

COVERAGE PART: **PERSONAL INJURY LIABILITY INSURANCE**

Forming a part of Policy

No. 100 962458

Schedule

Coverage	Limits of Liability	Advance Premiums
P. **Personal Injury Liability**		
The insurance afforded is only with respect to **personal injury** arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.		
Groups of Offenses		
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	$ 500,000 aggregate	$ 2528.
B. Libel, Slander, Defamation or Violation of Right of Privacy		$ Incl.
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy		$ Incl.
Insured's Participation % Minimum Premium $ 54.	**Total Advance Premium**	$ 2528.
[X] Enter an "X" if Exclusion (c) does not apply.		
Endorsement Nos.		

I COVERAGE P—PERSONAL INJURY LIABILITY

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

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

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

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

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

Exclusions

This insurance does not apply:

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

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

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

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

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

II PERSONS INSURED

Each of the following is an **Insured** under this insurance to the extent set forth below.

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

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

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

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

III LIMITS OF LIABILITY; INSURED'S PARTICIPATION

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

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

IV ADDITIONAL DEFINITION

When used in reference to this insurance:

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

POLICY CHANGE ENDORSEMENT

Exp. 01-01-78

Coverage	Line	Premium On Effective Date of This Endorsement		Premium Adjustment To Each Subsequent Anniversary		Revised Premium Due On Each Subsequent Anniversary
		Additional	Return	Additional	Return	
Bodily Injury	General Liability	$	$	$	$	$
	Automobile	$	$	$	$	$
Property Damage	General Liability	$	$	$	$	$
	Automobile	$	$	$	$	$
Physical Damage (EXCEPT COLLISION)	Automobile	$	$	$	$	$
Collision		$	$	$	$	$
Other Coverages		$	$	$	$	$
	TOTAL PREMIUM	$	$	$	$	$

In consideration of a total premium adjustment of $ Nil , payable in amounts as indicated above, it is agreed that the policy described below is amended as follows:

Add:

Purchase order agreements, excluding agreements involving indemnification for construction work or erection or installation of the indemnitor's goods or products unless of a minor nature.

17985 if any

Premium 10% of the total product liability premium of the indemnitor, subject to audit.

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured
2	01-01-77	1	36	8270	ICC 962458	Ash Grove Cement Co.

062477cj (The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Splidt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willford Gragg
President

Countersigned by Reed Shaw Stenhouse
Reed S. Moore
Authorized Representative

Gen. 259 (3-76) PRINTED IN U.S.A.

CERTIFICATE OF INSURANCE

This is to certify that the policies listed in this Certificate have been issued to the Named Insured by the Company designated below. This Certificate does not amend, extend or otherwise alter the terms, conditions or exclusions of such policies.

Issued To (Name and Address)

The Prudential Insurance Company of America
Mid-Continent Real Estate Investment Office
First Floor-II-6901 West 63rd Street
Overland Park, Kansas 66202
Attn: BERTE VOSS

Named Insured and Address:

ASH GROVE CEMENT COMPANY, Ten Main Center, Kansas City, Missouri

Policy Number	Policy Term	Type of Insurance	Limits of Liability: Bodily Injury		Limits of Liability: Property Damage
		Workmen's Compensation	Statutory		
		Employers' Liability	$,000	Each Person	
			$,000	Each Accident	
			$,000	Medical - Each Person	
		Comprehensive Automobile Liability	$,000	Each Person	
			$,000	Each Occurrence	$,000
ICC 912016	1/1/76-1/1/77	Comprehensive General Liability	$ 500 ,000	Each Occurrence	$ 100 ,000
				Aggregate Operations	$ 100 ,000
		☒ Including Blanket Contractual Liability		Aggregate Protective	$ 100 ,000
			$ 500 ,000	Aggregate Completed Operations and Products	$ 100 ,000
		Manufacturers' and Contractors' Liability	$,000	Each Occurrence	$,000
				Aggregate	$,000
		Owners', Landlords' and Tenants' Liability	$,000	Each Occurrence	$,000
				Aggregate	$,000
		Completed Operations and Products Liability	$,000	Each Occurrence	$,000
			$,000	Aggregate	$,000
		Contractual Liability	$,000	Each Occurrence	$,000
				Aggregate	$,000
		Comprehensive Excess Indemnity	$,000	Each Occurrence	Combined Personal Injury and Property Damage
			$,000	Aggregate	

Description and location of operations and automobiles covered:

It is hereby understood and agreed Prudential Insurance Company of America shall be included as an additional named insured

The Company designated below will make every effort to notify the holder of this Certificate of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

☒ **UNITED STATES FIDELITY AND GUARANTY COMPANY**

☐ **FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.**

Date March 1, 1976

By Marie M. Stenhouse
REED SHAW STENHOUSE, INC.

Insured's Copy

GU 7641
(Ed. 1-73)

CERTIFICATE OF INSURANCE
REVISED

This is to Certify, that policies in the name of

NAMED INSURED and ADDRESS

ASH GROVE CEMENT COMPANY
1000 Ten Main Center
Kansas City, Missouri 64105

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN.

are in force at the date hereof, as follows:

KIND OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS	
WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY		Eff. Exp.	Workmen's Compensation Ins. Employers' Liability Ins.	STATUTORY $
			BODILY INJURY	PROPERTY DAMAGE
COMPREHENSIVE GENERAL LIABILITY	* C3231	Eff. 3/1/72 Exp. 3/1/75	$ 100 ,000 Each occurrence $ 300 ,000 Aggregate	$ 100 ,000 Each occurrence $ 100 ,000 Aggregate
MANUFACTURERS' AND CONTRACTORS' LIABILITY		Eff. Exp.	$,000 Each occurrence	$,000 Each occurrence $,000 Aggregate
OWNERS', LANDLORDS' AND TENANTS' LIABILITY		Eff. Exp.	$,000 Each occurrence	$,000 Each occurrence $,000 Aggregate†
CONTRACTUAL LIABILITY		Eff. Exp.	$,000 Each occurrence	$,000 Each occurrence $,000 Aggregate
AUTOMOBILE LIABILITY ☐ Owned Automobiles ☐ Hired Automobiles ☐ Non-Owned Automobiles		Eff. Exp.	$,000 Each person $,000 Each occurrence	$,000 Each occurrence
COMPREHENSIVE AUTOMOBILE LIABILITY		Eff. Exp.	$,000 Each person $,000 Each occurrence	$,000 Each occurrence
OTHER:		Eff. Exp.		

†Aggregate not applicable if Owners', Landlords' and Tenants' Liability Insurance excludes structural alterations, new construction and demolition.

*Excess of $10,000.00 each person Bodily Injury $10,000.00 each occurrence Property Damage

It is hereby agreed and understood Prudential Insurance Company of America shall be included as an additional named insured.

In the event of any material change in, or cancellation of, said policies, the undersigned company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation nor liability upon the company.

Dated: November 25, 1974

Name of Company: Employers Reinsurance Corporation

Oliver L. Thornton Jr.
AUTHORIZED REPRESENTATIVE

Marsh and McLennan, Incorporated

CERTIFICATE ISSUED TO:

NAME and ADDRESS

The Prudential Insurance Co. of America
Mid-Continent Real Estate Investment Office
First Floor-II- 6901 W. 63rd Street
Overland Park, Kansas 66202

ATTENTION-BERTE VOSS

The stock insurance company named in the declarations (herein called the Company), in consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the Named Insured as follows:

DEFINITIONS

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;

"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;

"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.

SUPPLEMENTARY PAYMENTS

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

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

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

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

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

CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy signed by an 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 scope of his duties as such, and (2) with respect to the property of the **Named Insured**, to the person having proper temporary custody thereof, as **Insured**, but only until the appointment and qualification of the legal representative.

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

11. Cancelation This policy may be canceled 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 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 time of surrender or the effective date 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.

NUCLEAR ENERGY LIABILITY EXCLUSION

(Applicable to all coverages except Comprehensive Personal, Farmer's Comprehensive Personal, and Family Automobile)

I. This policy does not apply:

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

(1) with respect to which an **Insured** under 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 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 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.

In Witness Whereof, the Company has caused this policy to be signed by its President and its Secretary at Baltimore, Maryland, and countersigned by a duly authorized representative.

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

William F. Spliedt
Secretary

Willford Gragg
President

DUPLICATE

4136

UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

COMPREHENSIVE GENERAL—AUTOMOBILE LIABILITY INSURANCE

DECLARATIONS

Item 1. **NAMED INSURED** and Address (No. & Street, City, County, State, Zip Code)

ASH GROVE CEMENT CO.
(SEE GEN 166)
TEN MAIN CENTER
KANSAS CITY, MO

Policy Number 1CC B45600

Renews 1CC 962458

The **Named Insured** is: ☐ Individual ☐ Partnership ☒ Corporation ☐ Other (specify)

Business of **Named Insured**
CEMENT COMPANY

Agent or Broker and Address
REED SHAW STENHOUSE
KANSAS CITY, MO

Item 2. Policy Period
From 01-01-78 to 01-01-79
12:01 A.M. standard time at the address of the **Named Insured** as stated herein.

Item 3. The insurance afforded is only with respect to such of the following Coverage Parts and 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.

COVERAGE PARTS	COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
Comprehensive General Liability Insurance	A. Bodily Injury Liability	$ 500,000 each occurrence $ 500,000 aggregate	$ 35,979.
	B. Property Damage Liability	$ 100,000 each occurrence $ 100,000 aggregate	$ 18,787.
Premises Medical Payments Insurance	E. Premises Medical Payments	$ each person $,000 each accident	$
Comprehensive Automobile Liability Insurance	C. Bodily Injury Liability	$ 250,000 each person $ 500,000 each occurrence	$ 28,461.
	D. Property Damage Liability	$ 100,000 each occurrence	$ 14,073.
Automobile Medical Payments Insurance	F. Automobile Medical Payments	$ 2000 each person	$ 524.
Insurance Against Uninsured Motorists	U. Uninsured Motorists	$ SEE ,000 each person $ GEN 166,000 each accident	$ 458.
Contractual Liability Insurance	See Coverage Part for Coverages and Limits of Liability		$ 3838.
Automobile Physical Damage Insurance			$ 27,863.
PERSONAL INJURY LIABILITY			$ 1,629.
			$
			$
			$
			$

Endorsement Nos. (other than those entered on Coverage Parts)
CAS 20, 95, 75, 78, 83, 85, 35, 43 CP0468, 0974, IL0001, GEN 166(2)

Audit Period: Annual, unless otherwise designated below.
☐ Semi-annually ☐ Quarterly ☐ Monthly

Total Advance Premium $131,612.

Countersigned by _____
Authorized Representative

Casualty 3 (4-73)

DO NOT TYPE ABOVE THIS LINE

In consideration of a return premium of $288.00 ($284.00 Auto B.I. and $4.00 U.M.), it is agreed that the policy premiums are corrected to read as follows:

Comprehensive Automobile Liability - C. Bodily Injury	$ 28,177.00
Insurance Against Uninsured Motorists	454.00
Total Advance Premium	$131,324.00

(Comprehensive Auto Schedule is corrected to show $26,794.00 B.I. instead of $27,078.00 B.I.)

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured
1	01/01/78	1	36	8270	1CC B 45600	ASH GROVE CEMENT CO.

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willford Gragg
President

Countersigned by ..... Authorized Representative

General 166 (8/73)

AMENDATORY ENDORSEMENT

Punitive or Exemplary Damages Exclusion

Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages.

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willford Gragg
President

Countersigned by.....
Authorized Representative

IL 00 01 1177

DO NOT TYPE ABOVE THIS LINE

In consideration of an additional premium of $4,622.00($3,908. BI,$691.PD & $23.PI), it is agreed that the following location is added to the policy:

CHEMSECO
North Branch, Allegany County,
Cumberland, Maryland

		Rates		Premiums	
(1) Rubber Goods, mfg.-including tire mfg. 30693(MD)	b)$195,00.	.078	.036	$152.	$70.
Personal Injury (see below)					
(5) Rubber Goods Mfg. -including tire mfg. 30693	g)$1,691,000.	1.870	.326	$3,162.	$551.
Contractural Liability(Blanket Coverage)				316.	55.
Additional Insured(Lessor) - see end. #4					
G109 attached				278.	15. MP
				$3,908.	$691.
			+	23.	Pers Inj.

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured
3	01/01/78	1	36	8270	1CCB 45600	ASH GROVE CEMENT CO.

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Splidt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willford Gragg
President

Countersigned by Lawrence V. Rhea
Authorized Representative
REED SHAW STENHOUSE INC.

General 166 (8/73)

G109
(Ed. 7-66)

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 01/01/78 Policy No. 1CCB 45600 Endorsement No. 4

Named Insured ASH GROVE CEMENT CO.

Additional Premium $ 293. INCLUDED on end. #3

Countersigned by Laurence V. Rhea
(Authorized Representative)

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
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE

ADDITIONAL INSURED

(Premises Leased to the Named Insured)

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the **named insured**, and subject to the following additional exclusions:

The insurance does not apply:

1. to any **occurrence** which takes place after the **named insured** ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Annual Premiums: Bodily Injury Liability	Annual Premiums: Property Damage Liability
CHEMSECO North Branch, Allegany County, Cumberland, Maryland (Entire)	see end # 4A	$278. INCL.	$15. MP INCL.

DO NOT TYPE ABOVE THIS LINE

See end. G109 (ed. 7-66)
Name of Person or Organization
(Additional Insured)

Maryland Industrial Development Financing Authority
401 East Pratt Street, Suite 2244
Baltimore, Maryland 21202

First National Bank & Trust of Western Maryland
Cumberland, Maryland 21502

County Commissioner of Allegany County
P. O. Box 1439
Cumberland, Maryland 21502

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured
4A	01/01/78	1	36	8270	1CCB 45600	ASH GROVE CEMENT CO.

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willford Gragg
President

Countersigned by Laurence V. Rhea
Authorized Representative

General 166 (8/73)

DO NOT TYPE ABOVE THIS LINE

exp: 01-01-79

In consideration of no premium adjustment it is hereby agreed and understood that the following is added on as an additional named insured:

Subsurface Development Co.
Ten Main Center
Kansas City, Missouri

This is a wholly owned subsidiary

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured
5	05-03-78	1	36	8270	1CC B45600	Ash Grove Cement Company

61578d1

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Splidt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
Reed Shaw Stenhouse, Inc.

Willford Gragg
President

Countersigned by Lawrence V. Rhea
Authorized Representative

General 166 (8/73)

DO NOT TYPE ABOVE THIS LINE

NAMED INSURED

ASH GROVE CEMENT COMPANY
FORDYCE CONCRETE INC.
UNION QUARRIES INC.
CEDAR CREEK INVESTMENT CO. INC.
LIME TRANSPORT CO.
MATERIAL TRANSPORT COMPANY
CHEMICAL SEALING CORPORATION
INTERCOSTAL CORPORATION - ONE TARA COURT
UNION CITY, CA 94587

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Williford Gragg
President

Countersigned by [signature]
Authorized Representative

General 166 (8/73)

DO NOT TYPE ABOVE THIS LINE

LIMITS OF LIABILITY: COVERAGE U.

MISSOURI, NEBRASKA	10,000.	EACH PERSON
SOUTH DAKOTA & IOWA	20,000.	EACH ACCIDENT
KANSAS & OREGAN	15,000.	EACH PERSON
	30,000.	EACH ACCIDENT
OKLAHOMA	5,000.	EACH PERSON
	10,000.	EACH OCCURRANCE

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willford Gragg
President

Countersigned by ..... Authorized Representative

General 166 (8/73)

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 Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to

COMPREHENSIVE GENERAL LIABILITY INS.

XCU NO. 2 DESIGNATED OPERATIONS-CLASSIFICATIONS (BLANKET BASIS)

IT IS AGREED THAT THE PART OF EXCLUSION "q" RELATING TO THE "EXPLOSION HAZARD" DOES NOT APPLY TO THE FOLLOWING:

DESCRIPTION OF OPERATIONS:

MINING 12002x
LIME MFG. - INCLUDING QUARRYING 32703x

Casualty 619 (4-72)

SUPPLEMENTARY SCHEDULE

to

☒ COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART
☐ MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE COVERAGE PART
☐ OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE COVERAGE PART
☐ COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE COVERAGE PART
☐ CONTRACTUAL LIABILITY INSURANCE (DESIGNATED CONTRACTS ONLY) COVERAGE PART

Forming a part of Policy No. 1CC B45600

Description of Hazards The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
(1) Premises-Operations (PF 52 and/or 53) (2) Escalators (PF 53) (3) Independent Contractors or Structural Alterations, New Construction, Demolition (PF 51) (4) Completed Operations (PF 55) (5) Products (PF 55) (6) Contractual (PF 51)		(a) Area (Sq. Ft.) (b) Remuneration (c) Number (d) Cost (e) Receipts (f) Receipts (g) Sales (h) Number	(a) Per 100 Sq. Ft. of Area (b) Per $100 of Remuneration (c) Per Landing (d) Per $100 of Cost (e) Per $1000 of Receipts (f) Per $100 of Receipts (g) Per $1000 of Sales (h) Per Contract			
ASH GROVE						
(1) MINING	12002x					
	(KS)	b) 15,600.	.114	.054	18.	8.
	(MO)	b) 90,000.	.155	.127	140.	114.
ANALYTICAL CHEMISTS	73901					
	(KS)	b) 67,800.	.328	.092	222.	62.
CEMENT MFG.	32410					
	(KS)	b)1,295,992.	.185	.045	2411.	583.
	(MO)	b)1,963,473.	.170	.136	3338.	2670.
LIME MFG. - INCLUDING QUARRYING	32703x					
	(OR)	b) 184,350.	.418	.318	771.	586.
	(MO)	b) 457,867.	.480	.160	2198.	733.
LIME TRANSPORT						
(1) BUILDING MATERIAL DEALERS-NO SECOND HAND MATERIALS-INCLUDING LOCAL MANAGERS	52111					
	(MO)	b) 12,600.	.789	.197	99.	25.
FORDYCE CONCRETE						
(1) BUILDING MATERIAL DEALERS-NO SECOND HAND MATERIALS-INCLUDING LOCAL MANAGERS	52111					
	(KS)	b) 108,864.	.286	.145	311.	158.
	(MO)	b) 24,179.	.789	.197	191.	48.
UNION QUARRIES						
(1) MINING	12002x					
	(KS)	b) 229,909.	.114	.120	262.	276.

SUPPLEMENTARY SCHEDULE

to

☒ COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART
☐ MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE COVERAGE PART
☐ OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE COVERAGE PART
☐ COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE COVERAGE PART
☐ CONTRACTUAL LIABILITY INSURANCE (DESIGNATED CONTRACTS ONLY) COVERAGE PART

Forming a part of Policy No. 1CC845600

Description of Hazards The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
(1) Premises-Operations (PF 52 and/or 53) (2) Escalators (PF 53) (3) Independent Contractors or Structural Alterations, New Construction, Demolition (PF 51) (4) Completed Operations (PF 55) (5) Products (PF 55) (6) Contractual (PF 51)		(a) Area (Sq. Ft.) (b) Remuneration (c) Number (d) Cost (e) Receipts (f) Receipts (g) Sales (h) Number	(a) Per 100 Sq. Ft. of Area (b) Per $100 of Remuneration (c) Per Landing (d) Per $100 of Cost (e) Per $1000 of Receipts (f) Per $100 of Receipts (g) Per $1000 of Sales (h) Per Contract			
CHEMICAL SEALING						
(1)						
RUBBER GOODS MFG. - INCLUDING TIRE MFG.	30693					
	(MO)	b) 307,288.	.155	.039	476.	120.
	(GA)	b) 40,832.	.109	.039	45.	16.
	(NJ)	b) 58,020.	.124	.029	72.	17.
INTERCOSTAL CORPORATION						
(1)						
RUBBER GOODS MFG- INCLUDING TIRE MFG.	30693					
	(CA)	b) 116,000.	.263	.053	305.	61.
ASH GROVE						
(5)						
CEMENT OR PLASTER-BULK	32410	(g)				
	(KS)	12,572,980.	.211	.226	2653.	2841.
	(NE)	19,201,955.	.211	.226	4052.	4340.
	(OR)	2,017,973.	.211	.226	426.	456.
	(MO)	2,902,562.	.211	.226	612.	656.
FORDYCE CONCRETE						
(5)						
CEMENT, CONCRETE, PLASTER-PACKAGED	32702	7,348,508.	.725	.297	5328.	2183.

SUPPLEMENTARY SCHEDULE

to

☒ COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART
☐ MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE COVERAGE PART
☐ OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE COVERAGE PART
☐ COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE COVERAGE PART
☐ CONTRACTUAL LIABILITY INSURANCE (DESIGNATED CONTRACTS ONLY) COVERAGE PART

Forming a part of Policy No. 1CCB45600

Description of Hazards The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
(1) Premises-Operations (PF 52 and/or 53) (2) Escalators (PF 53) (3) Independent Contractors or Structural Alterations, New Construction, Demolition (PF 51) (4) Completed Operations (PF 55) (5) Products (PF 55) (6) Contractual (PF 51)		(a) Area (Sq. Ft.) (b) Remuneration (c) Number (d) Cost (e) Receipts (f) Receipts (g) Sales (h) Number	(a) Per 100 Sq. Ft. of Area (b) Per $100 of Remuneration (c) Per Landing (d) Per $100 of Cost (e) Per $1000 of Receipts (f) Per $100 of Receipts (g) Per $1000 of Sales (h) Per Contract			
CHEMICAL SEALING						
(5) PLASTIC OR RUBBER GOODS- HOUSEHOLD TYPE	30693	(g) 4,484,213.	1.870	.326	8387.	1460.
UNION QUARRIES						
CEMENT OR CINDER BLOCKS AND BRICKS	32701	2,969,159.	.468	.326	1390.	968.
INTERCOSTAL CORPORATION						
PLASTIC OR RUBBER GOODS- HOUSEHOLD TYPE	30693	1,200,000.	1.870	.326	2244.	391.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to
Comprehensive General Liability Insurance—Manufacturers' and Contractors' Liability Insurance—Owners', Landlords' and Tenants' Liability Insurance
Owners' and Contractors' Protective Liability Insurance

DEDUCTIBLE PROPERTY DAMAGE LIABILITY INSURANCE

It is agreed that:

1. The Company's obligation under the Property Damage Liability Coverage to pay damages on behalf of the **Insured** applies only to the amount of damages in excess of any deductible amount stated in the schedule below.
2. The deductible amount stated in the schedule applies as follows:
   (a) PER CLAIM BASIS—If the deductible is on a "per claim" basis, the deductible amount applies to all damages because of **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 to all damages because of all **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.

SCHEDULE

Amount and Basis of Deductible

$	per claim
$ 25,000.	per **occurrence**

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductible applies to all loss however caused):

PREMISES OPERATIONS CLASSIFICATIONS:

CEMENT MFG. 32410
LIME MFG. 32703x

PRODUCT CLASSIFICATIONS:

CEMENT, CONCRETE, PLASTER-PACKAGED 32702
CEMENT OR PLASTER-BULK 32410

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

William Gragg
President

Countersigned by.....
Authorized Representative

Casualty 607 (1-73)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to
Comprehensive General Liability Insurance

EXCLUSION

(Explosion, Collapse and Underground Property Damage Hazards)

It is agreed that:

1. If the **Named Insured's** operations are identified (a) in the schedule by a classification code number which includes the symbol "x", "c" or "u" or (b) by any of the classification code numbers listed below, the following exclusion is added to the policy:

   (q) to **property damage** included within:

   (1) the **explosion hazard** in connection with operations identified in the schedule or below by a classification code number which includes the symbol "x",

   (2) the **collapse hazard** in connection with operations identified in the schedule or below by a classification code number which includes the symbol "c",

   (3) the **underground property damage hazard** in connection with operations identified in the schedule or below by a classification code number which includes the symbol "u".

Operations	Classification Code No.
Caisson Work and Pile Driving for Building Foundations	17805 xcu
Conduit Construction	16285 xcu
Contractors' Equipment Rented to Others	73912 xcu
Contractors' Equipment Rented to Others	17861 cu
Contractors' Equipment Rented to Others	73916 xu
Contractors' Equipment Rented to Others	73911 u
Dam Construction	16232 xcu
Electric Light or Power Line Construction, not REA, and Telephone, Telegraph or Fire Alarm Line Construction	16245 xcu
Electric Light or Power Line Construction—REA	16242 xc
Excavation	15111 xcu
Gas or Oil Pipe Line Construction	16265 xcu
Grading of Land	07313 xcu
Irrigation or Drainage System Construction	16255 xu
Landscape Gardening	07311 xcu
Pile Driving—Not Building Foundations	16294 cu
Quarries; Clay or Shale Digging; Sand or Gravel Digging	14001 x
Railroad Construction	16215 x
Sewer Construction; Gas, Steam, Water Mains or Connections Construction	16225 xcu
Shaft Sinking; Caisson Work—not for Building Foundations, Cofferdam Work, Tunneling	16235 xcu
Street or Road Construction or Reconstruction	16115 xcu
Street or Road Paving or Repaving	16125 xcu
Subway Construction and Subway Iron or Steel Erection	16205 xcu
Underpinning of Buildings and Structures; Salvage Operations; Building Raising or Moving	17885 xc
Wrecking or Dismantling Buildings and Structures	17822 xc

2. When used in reference to this endorsement:

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

   "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;**

   "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.**

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willifred Gragg
President

Countersigned by L. V. Klein
Authorized Representative

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 limits 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 this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

G. **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 uninsured highway vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this insurance, 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, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the company, and judgment 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 insurance. If agreement by arbitration is not reached within three months from date of demand, the insured or his legal representative may institute any legal action for bodily injury against any person or organization legally responsible for the use of a highway vehicle involved in the accident.

H. **Trust Agreement.**

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment 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 because of which such payment is made;

(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 insurance;

(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 payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' 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.

I. **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.

J. **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 the terms of the policy applicable to this insurance.

K. This endorsement replaces any other provisions of the policy, including any endorsement forming a part thereof, affording similar insurance with respect to any damages arising out of the ownership, maintenance or use of an uninsured vehicle or a hit-and-run vehicle.

COVERAGE PART:

AUTOMOBILE PHYSICAL DAMAGE INSURANCE

Forming a part of Policy

No. 1CC B45600

Schedule

PHF Item 1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and, under each such Coverage, applies only to such **covered automobiles** as are indicated, by entry herein, of one or more of the designating numerals for that purpose appearing in PHF Item 4. The limit of the Company's liability against each such Coverage shall be as stated or designated herein, subject to all the terms of this insurance having reference thereto.

COVERAGES	COVERED AUTOMOBILES Enter numeral(s) per PHF Item 4	LIMIT OF LIABILITY—Each covered automobile: IF ACTUAL CASH VALUE (ACV), Enter: "ACV" and	DEDUCTIBLE	IF STATED AMOUNT, Enter: AMOUNT and	DEDUCTIBLE	OTHERWISE, enter: "S", meaning "as separately stated in PHF Item 2(c)"	ADVANCE PREMIUMS
O. COMPREHENSIVE			$	$	$		$ 2364.
P. COLLISION			$				$18478.
Q. FIRE, LIGHTNING OR TRANSPORTATION				$			$ 7021.
R. THEFT				$			$
S. WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION				$			$
T. COMBINED ADDITIONAL				$			$
V. TOWING (Not available in California)		$25 for each disablement					$

Endorsement Nos.

CP0159
CP0037

Advance Premium for Endorsements $

Total Advance Premium $

Maximum Limit of Liability	
Any one **covered automobile**	$ 45,000.
All **covered automobiles** at any one location	$ 700,000.
All **covered automobiles**	$ 2,300,000.

Records to be submitted: ☐ monthly ☐ semi-annually ☐ quarterly

Audit Period: ☐ monthly ☐ semi-annually ☐ quarterly ☐ annually

PHF Item 2. **Covered Automobiles** as of Effective Date of this Insurance

(a) Description; **Purposes of Use** (P & B = **Pleasure and Business**; C = **Commercial**)

AUTO No.	Year Model; Trade Name; Body Type—Capacity (Truck Load, Gallonage, Bus Seating); Identification (I), Serial (S), Motor (M) No.; Cylinders (No.); Model	Principally garaged in (Town, State)	Purpose of Use	Classification
1				
2	SEE COMPANY RECORDS			

(b) Facts Respecting Purchase

AUTO No.	List Price	Actual Cost	Purchased Mo. & Yr.—New (N); Used (U)	Rating Symbol	Any **loss** under Coverages other than Towing is payable as interest may appear to the **Named Insured** and the Loss Payee named below:
1					
2					

(c) Limit of Liability (if not stated in PHF Item 1); Advance Premiums

AUTO No.	LIMIT OF LIABILITY—Each **covered automobile** described in (a) above and covered for: Coverages other than Collision: Enter: Amt. or "ACV" &	Deductible	Collision: Enter: "ACV" &	Deductible	ADVANCE PREMIUMS: Comprehensive	Collision	Fire, Lightning or Transportation	Theft	Windstorm, Hail, Earthquake or Explosion	Combined Additional	Towing
1					$	$	$	$	$	$	$
2					$	$	$	$	$	$	$
"ACV" = Actual Cash Value				Totals	$	$	$	$	$	$	$

PHF Item 3. Except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, the **Named Insured** is the sole owner of every **covered automobile** designated in PHF Item 1 as covered under this insurance, unless otherwise stated herein:

PHF Item 4. Explanation of entries in PHF Item 1 for designating the **covered automobiles** to which this insurance applies, under each Coverage afforded:

1 = all **covered automobiles**

2 = all registered **covered automobiles**

3 = all **covered automobiles** of the **private passenger type**

4 = all **covered automobiles** of the **commercial type**

5 = the **covered automobiles** described in PHF Item 2 (including newly acquired vehicles, subject to the provisions of paragraph (b) of the "**covered automobile**" definition)

When so entered in addition to numerals 1, 2, 3 or 4:

6 = excluding vehicles leased to the **Named Insured**

7 = excluding, under Collision Coverage, any vehicle not having an actual cash value of at least $

I COVERAGE AGREEMENTS

1. The Company will pay for **loss** to **covered automobiles** under:

COVERAGE O. COMPREHENSIVE—from any cause except **collision**; but, for the purpose of this coverage, breakage of glass and **loss** caused by missiles, falling objects, fire, theft or larceny, windstorm, hail, earthquake, explosion, riot or civil commotion, malicious mischief or vandalism, water, flood, or colliding with a bird or animal, shall not be deemed **loss** caused by **collision**;

COVERAGE P. COLLISION—caused by **collision**;

COVERAGE Q. FIRE, LIGHTNING OR TRANSPORTATION—caused by

(a) fire or lightning,

(b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the **covered automobile** is located, or

(c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the **covered automobile** is being transported;

COVERAGE R. THEFT—caused by theft or larceny;

COVERAGE S. WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION—caused by windstorm, hail, earthquake or explosion;

COVERAGE T. COMBINED ADDITIONAL—caused by

(a) windstorm, hail, earthquake or explosion,

(b) riot or civil commotion,

(c) the forced landing or falling of any aircraft or its parts or equipment,

(d) malicious mischief or vandalism,

(e) flood or rising waters, or

(f) external discharge or leakage of water;

provided that, with respect to each **covered automobile**,

(i) under the Comprehensive coverage (except as to **loss** from any of the causes described in the Fire, Lightning or Transportation coverage) and under the Collision coverage, such payment shall be only for the amount of each **loss** in excess of the deductible amount, if any, stated in the schedule as applicable thereto;

(ii) under the Combined Additional coverage, $25 shall be deducted from the amount of each loss caused by malicious mischief or vandalism.

2. The company will pay under:

COVERAGE V. TOWING—for towing and labor costs necessitated by the disablement of **covered automobiles**, provided the labor is performed at the place of disablement.

(Continued on reverse side)

In addition to the applicable limits of liability, the Company will:

(a) with respect to such transportation insurance as is afforded herein, pay general average and salvage charges for which the **Named Insured** becomes legally liable;

(b) reimburse the **Named Insured**, in the event of a theft covered by this insurance of an entire **covered automobile** of the **private passenger type** (not used as a public or livery conveyance and not, at time of theft, being held for sale by an automobile dealer), for expense incurred for the rental of a substitute for such **covered automobile** during the period commencing 48 hours after such theft has been reported to the Company and the police and terminating, regardless of expiration of the policy period, when such **covered automobile** is returned to use or the Company pays for the **loss**; but, as to any one such theft, such reimbursement shall not exceed $10 for any one day nor $300 total.

4. Such insurance as is afforded under each coverage applies separately to each **covered automobile**, and a land motor vehicle and one or more trailers or semitrailers attached thereto shall be held to be separate **covered automobiles** as respects limits of liability and any deductible provisions applicable thereto.

Exclusions

This insurance does not apply:

(a) to any **covered automobile** while used as a public or livery conveyance, unless such use is specifically declared and described in the schedule;

(b) to damage which is due and confined to:
 (i) wear and tear, or
 (ii) freezing, or
 (iii) mechanical or electrical breakdown or failure,
 unless such damage is the result of other **loss** covered by this insurance;

(c) to tires, unless
 (i) **loss** be coincident with and from the same cause as other **loss** covered by this insurance; or
 (ii) damaged by fire, by malicious mischief or vandalism or stolen and, as to the **covered automobile**, loss caused by such damage or theft is covered by this insurance;

(d) to **loss** due to
 (i) war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
 (ii) radioactive contamination;

(e) to **loss** to
 (i) 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 **covered automobile**;
 (ii) 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;

(f) to **loss** to a **camper body** designed for use with a **covered automobile** and not designated in the schedule and for which no premium has been charged if such **camper body** was owned at the inception of the policy period or the inception of any renewal or extension period thereof;

(g) under the Comprehensive and Theft coverages, to loss or damage due to conversion, embezzlement or secretion by any person in possession of a **covered automobile** under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance;

(h) under the Collision coverage, to breakage of glass if insurance with respect to such breakage is otherwise afforded herein;

(i) under the Windstorm, Hail, Earthquake or Explosion and Combined Additional coverages, to **loss** resulting from rain, snow or sleet, whether or not wind-driven.

II LIMIT OF LIABILITY

1. The limit of the Company's liability for **loss** to any one **covered automobile** shall not exceed the least of the following amounts:

(a) the actual cash value of such **covered automobile**, or if the loss is to a part thereof the actual cash value of such part, at time of **loss**; or

(b) what it would then cost to repair or replace such **covered automobile** or part thereof with other of like kind and quality, with deduction for depreciation; or

(c) the limit of liability stated in the schedule as applicable to "each **covered automobile**" under the coverage afforded for the **loss** to such **covered automobile**, provided that if such limit of liability is expressed as a stated amount it shall, with respect to a **covered automobile** newly acquired during the policy period and not described in the schedule, be deemed as having been replaced by "actual cash value";

and subject to the above provisions, shall not in any event exceed the amount, if any, stated in the schedule as the "maximum limit of liability" applicable to "any one **covered automobile**."

2. The total limit of the Company's liability for all **loss** directly attributable to a single happening out of which loss occurs shall not exceed:

(a) as to all **covered automobiles** at any one location, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting any one **covered automobile**;

(b) as to all **covered automobiles**, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting (i) any one **covered automobile** and (ii) any one location.

III POLICY PERIOD; TERRITORY; PURPOSES OF USE

This insurance applies only to loss which occurs during the policy period, while the **covered automobile** is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof and, if a **covered automobile** described in the schedule, is maintained and used for the purposes stated therein as applicable thereto.

IV ADDITIONAL DEFINITIONS

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

"**camper body**" means a body designed to be mounted upon a **covered automobile** and equipped as sleeping or living quarters;

"**collision**" means (i) collision of a **covered automobile** with another object or with a vehicle to which it is attached, or (ii) upset of such **covered automobile**;

"**commercial type**" means

(i) a land motor vehicle of the truck, pick-up, express, sedan or panel delivery type, including truck-type tractors, trailers and semitrailers, used for the transportation or delivery of goods or merchandise or for other business purposes, or

(ii) an altered **private passenger type** vehicle used for retail or wholesale delivery;

"**covered automobile**" means a land motor vehicle, trailer or semitrailer, including its equipment and such equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is either

(a) designated in the schedule, by description or otherwise, as a **covered automobile** to which this insurance applies and is:
 (i) owned by the **Named Insured**, or
 (ii) leased to the **Named Insured** for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the **Named Insured** or for its repair or exchange; or

(b) if not so designated, such vehicle is newly acquired by the **Named Insured** during the policy period provided, however, that:
 (i) it replaces a described **covered automobile**, or as of the date of its delivery this insurance applies to all **covered automobiles**, and
 (ii) the **Named Insured** notifies the Company within 30 days following such delivery date;

but "**covered automobile**" does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the **Named Insured**, unless specifically stated otherwise by endorsement forming a part of the policy;

"**loss**" means direct and accidental loss or damage;

"**private passenger type**" means a 4-wheel land motor vehicle of the private passenger or station wagon type;

as to "**purposes of use**":

"**commercial**" means use principally in the business occupation of the **Named Insured** as stated in the declarations, including occasional use for personal, pleasure, family and other business purposes;

"**pleasure and business**" means personal, pleasure, family and business use.

V CONDITIONS

None of the Conditions of the policy shall apply to this insurance except "Premium", "Inspection and Audit", "Subrogation", "Changes", "Assignment", "Cancelation", and "Declarations". This insurance shall also be subject to the following additional Conditions:

1. **Named Insured's Duties in Event of Loss** — In the event of **loss** the **Named Insured** shall:

(a) protect the **covered automobile**, whether or not this insurance applies to the loss, and any further loss or damage due to the **Named Insured's** failure to protect shall not be recoverable under this insurance; reasonable expenses incurred in affording such protection shall be deemed incurred at the Company's request;

(b) give notice thereof as soon as practicable to the Company or any of its authorized agents and also, in the event of theft or larceny, to the police;

(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 require and, upon the Company's request, shall exhibit the damaged property and submit to examination under oath;

(d) cooperate with the Company and, upon the Company's request, shall 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 **Named Insured** because of **loss** with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the **Named Insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

2. **Payment for Loss** — With respect to any **loss** covered by this insurance, the Company may pay for said **loss** in money, or may:

(a) repair or replace the damaged or stolen property, or

(b) return at its expense any stolen property to the **Named Insured**, with payment for any resultant damage thereto, at any time before the **loss** is so paid or the property is so replaced, or

(c) take all or any part of the damaged or stolen property at the agreed or appraised value,

but there shall be no abandonment to the Company.

3. **Appraisal** — If the **Named Insured** and the Company fail to agree as 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 **Named Insured** and the Company shall each select a competent appraiser, and the appraisers shall 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 **Named Insured** and the Company shall each pay its 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.

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 the terms of this insurance nor until 30 days after proof of **loss** is filed and the amount of **loss** is determined as provided in this insurance.

5. **Other Insurance** — If the **Named Insured** has other insurance against a loss covered by this insurance, the Company shall not be liable under this insurance for a greater proportion of such **loss** than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such **loss**; provided, however, with respect to any **covered automobile** newly acquired during the policy period and not described in the schedule, this insurance shall not apply to any loss against which the **Named Insured** has other valid and collectible insurance.

6. **No Benefit to Bailee** — None of the provisions of this insurance shall inure directly or indirectly to the benefit of any carrier or other bailee for hire.

7. **Terms of Insurance Conformed to Statute** — Terms of this insurance which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes.

North Carolina Exception—(If this coverage is written in the State of North Carolina, the following applies)
Proofs of Loss—The failure of the Insured to furnish proofs of loss as required by the terms of this policy shall not debar him from recovery hereunder unless within fifteen (15) days after receipt of notice of loss the Company or its representatives shall provide the Insured with a blank or blanks in duplicate, to be used for the purpose of making such proofs of loss.

PERSONAL INJURY PROTECTION ENDORSEMENT
(KANSAS)

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SCHEDULE OF BENEFITS—PERSONAL INJURY PROTECTION

A. **Medical Expenses**	$_____ per person
B. **Rehabilitation Expenses**	$_____ per person
C. **Work Loss**	$_____ per month maximum
D. **Essential Service Expenses**	$_____ per day —_____ days maximum
E. **Funeral Expenses**	$_____ per person
F. **Survivors' Loss**	$_____ monthly earnings—per month maximum
	$_____ per day Essential Service Expenses —_____ days maximum

SECTION I

PERSONAL INJURY PROTECTION COVERAGE

The Company will pay in accordance with the Kansas Automobile Injury Reparations Act personal injury protection benefits for:

(a) **medical expenses,**
(b) **rehabilitation expenses,**
(c) **work loss,**
(d) **essential service expenses,**
(e) **funeral expenses,** and
(f) **survivors' loss**

incurred with respect to **bodily injury** sustained by an **eligible injured person** caused by an accident arising out of the ownership, operation, maintenance or use of a **motor vehicle.**

Exclusions

This coverage does not apply:

(a) to **bodily injury** sustained by the **named insured** or any **relative** while occupying any **motor vehicle** owned by the **named insured** which is not an **insured motor vehicle;**
(b) to **bodily injury** sustained by any person operating the **insured motor vehicle** without the express or implied consent of the **named insured;**
(c) to **bodily injury** sustained by any person if such person
  (1) causes such **bodily injury** to himself intentionally,
  (2) is an intentional converter of a **motor vehicle** at the time such **bodily injury** is sustained,
  (3) is injured as a result of conduct within the course of a business of repairing, servicing or otherwise maintaining **motor vehicles** unless such conduct occurred off the business premises, or
  (4) is injured as a result of conduct in the course of loading or unloading a **motor vehicle** unless the conduct occurred while **occupying** such **motor vehicle;**
(d) to **bodily injury** sustained by any person other than the **named insured** if such person is the owner of a **motor vehicle** with respect to which security is required under the Kansas Automobile Injury Reparations Act;
(e) to **bodily injury** sustained by any person other than the **named insured** or any **relative,** not a resident of Kansas while not **occupying** the insured **motor vehicle;**

Definitions

When used in reference to this coverage:

"**bodily injury**" means bodily injury, sickness or disease, including death resulting therefrom;

"**eligible injured person**" means

(1) the **named insured** or any **relative** who sustains **bodily injury** while **occupying,** or through direct physical contact with while not **occupying,** any **motor vehicle,** or

(2) any other person who sustains **bodily injury** while **occupying** the **insured motor vehicle** or through direct physical contact with the **insured motor vehicle** while not **occupying** any **motor vehicle;**

"**essential service expenses**" means appropriate and reasonable expenses incurred in obtaining ordinary and necessary services in lieu of those that, but for the **bodily injury,** the **eligible injured person** would have performed for the benefit of himself or his family;

"**funeral expenses**" means funeral, burial or cremation expenses incurred;

"**insured motor vehicle**" means a **motor vehicle** of which the **named insured** is the owner and with respect to which (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and (b) the **named insured** is required or has elected to maintain security required under the Kansas Automobile Injury Reparations Act;

"**medical expenses**" means all reasonable expenses incurred for necessary medical, surgical, x-ray and dental services, including prosthetic devices and necessary ambulance, hospital and professional nursing services, and also includes services recognized and permitted under the laws of Kansas for an **eligible injured person** who relies upon spiritual means through prayer alone for healing in accordance with his religious beliefs;

"**monthly earnings**" means (1) one-twelfth of the annual earnings, at the time the **bodily injury** was sustained, of an **eligible injured person** who is regularly employed or regularly self-employed, or (2) one-twelfth of the anticipated annual earnings of an **eligible injured person** who is not regularly employed or self-employed, or who is unemployed, from the time he would reasonably have been expected to be so employed. Anticipated annual earnings of an unemployed **eligible injured person** who has previously been employed or self-employed shall be calculated by averaging the annual compensation of such person for a period not to exceed five (5) years preceding the year of his **bodily injury,** during which such person was employed;

"**motor vehicle**" means a self-propelled vehicle of a kind required to be registered in the state of Kansas including any trailer, semi-trailer, or pole trailer designed for use with such a vehicle;

"**named insured**" means the individual named in Item 1 of the declarations and also includes his spouse, if a resident of the same household, and also includes the owner;

"**occupying**" means in or upon, entering into or alighting from;

"**rehabilitation expenses**" means all reasonable expenses incurred for necessary psychiatric services, occupational therapy and such occupation training and retraining as may be reasonably necessary to enable the **eligible injured person** to obtain suitable employment;

"**relative**" means a spouse or any other person related to the **named insured** by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the **named insured,** or who usually makes his home in the same household but temporarily lives elsewhere;

"**survivor**" means a deceased **eligible injured person's** spouse, or child under the age of eighteen (18) years, where his death resulted from a **bodily injury;**

"**survivors' loss**" means total allowances to all **survivors** for (1) loss after an **eligible injured person's** death of his **monthly earnings** and (2) **essential service expenses** incurred after his death, reduced by the amount of any expenses of the **survivors** which have been avoided by reason of his death;

"**work loss**" means loss during the **eligible injured person's** lifetime of **monthly earnings** due to his inability to engage in available and appropriate gainful activity, provided the **bodily injury** sustained is the proximate cause of such liability.

"**workmen's compensation law**" means the workmen's compensation act of Kansas, the United States longshoremen's and harbor workers' compensation act, the federal employer liability acts, and any similar state or federal law.

(Continued on reverse side)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Willford Gragg
President

Countersigned by.....
Authorized Representative

Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any one person in any one **motor vehicle** accident is limited as follows:

1. **medical expenses** shall not include **rehabilitation expenses** and the maximum amount payable therefor shall not exceed two thousand dollars ($2,000);
2. **rehabilitation expenses** shall not include **medical expenses** and the maximum amount payable therefor shall not exceed two thousand dollars ($2,000);
3. for **work loss** the maximum amount payable (a) shall not exceed six hundred fifty dollars ($650) per month for a period of no more than one (1) year after the date the **eligible injured person** first becomes unable to engage in available and appropriate gainful activity and (b) shall be limited to 85% of any such **work loss** unless such amount payable is deemed includable in gross income for federal income tax purposes;
4. **for essential service expenses** incurred during the lifetime of the **eligible injured person** the maximum amount payable shall not exceed twelve dollars ($12) per day for a period of not longer than three hundred sixty-five (365) days after the date such expenses are first incurred;
5. for **funeral expenses** the maximum amount payable shall not exceed one thousand dollars ($1,000);
6. for **survivors' loss** the maximum amount payable shall not exceed six hundred fifty dollars ($650) per month for the loss of **monthly earnings** of the **eligible injured person** and shall not exceed twelve dollars ($12) per day for **essential service expenses.** All **survivors' loss** shall be paid for a period of not longer than one (1) year after the **eligible injured person's** death, less the number of months such person received **work loss** prior to his death;
7. Any amount payable by the Company under the terms of this coverage shall be reduced by the amount payable on account of such **bodily injury** under any workmen's **compensation law.**

Policy Period; Territory

This coverage applies only to accidents which occur during the policy period

(a) in the state of Kansas, and

(b) with respect to the **named insured** or a **relative**, while occupying the **insured motor vehicle** outside the state of Kansas, but within the United States of America, its territories, or possessions, or Canada.

Conditions

A. **Action Against Company.** No action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.

B. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **eligible injured person** to the Company or any of its authorized agents as soon as practicable. If any **eligible injured person**, his legal representative or his **survivors** shall institute legal action to recover damages for **bodily injury** against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such **eligible injured person**, his legal representative, or his **survivors**. No claim for personal injury protection benefits shall be made after two (2) years from the date of the **bodily injury.**

C. **Medical Reports, Proof of Claim.** As soon as practicable the **eligible injured person** or someone on his behalf shall give to the Company written proof of claim, including full particulars of the nature and extent of the **bodily injuries**, treatment and rehabilitation received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **eligible injured person** shall submit to physical and mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.

D. **Reimbursement and Subtraction.** The company's right of reimbursement, indemnity and subtraction shall be as follows:

(1) No subtraction from personal injury protection benefits shall be made because of the value of a claim in tort based on the same **bodily injury**, but after recovery of damages by judgment, settlement or otherwise is realized upon any such tort claim, a subtraction shall be made to the extent of the recovery, less reasonable attorney's fees and other reasonable expenses incurred in effecting the recovery, but only to the extent that the **eligible injured person** has recovered damages from the tort-feasor or his insurer or insurers which are duplicative of personal injury protection benefits payable. If personal injury protection benefits have already been received, the claimant shall repay to the insurer or insurers out of any such recovery a sum equal to the benefits received, but no more than the recovery, exclusive of reasonable attorneys' fees and other reasonable expenses incurred in effecting the recovery, but only to the extent that the **eligible injured person** has recovered said damages from the tort-feasor or his insurer or insurers which are duplicative of personal injury protection benefits received. The Company shall have a lien on such recovery to this extent. No recovery of damages by an **eligible injured person** or his estate shall be subtracted by the Company in calculating benefits due after such person's death resulting from an injury for which benefits were payable, and no recovery under K.S.A. 1973 Supplement 60-1903 shall be subtracted in calculating **funeral expenses.**

(2) The Company having a right of reimbursement under this section, if suffering loss from inability to collect such reimbursement out of payment received by an **eligible injured person** upon a tort claim, is entitled to indemnity from one who, with notice of the Company's interest, made such payment to the **eligible injured person** without making the **eligible injured person** and the Company **joint** payees, as their interest may appear, or without obtaining the Company's consent to a different method of payment.

(3) In the event an **eligible injured person** or his legal representative is entitled to commence an action for pain, suffering, mental anguish, inconvenience or other non-pecuniary loss against an alleged tort-feasor under the provisions of Section 17 of the Kansas Automobile Injury Reparations Act, and fails to commence an action against such tort-feasor within eighteen (18) months after the date of the accident resulting in the **bodily injury**, the Company, upon giving thirty (30) days written notice to such **eligible injured person** or his legal representative, shall have the right to commence an action against such third party, in its own name or in the name of the **eligible injured person** or his legal representative, to recover the amount of the personal injury protection benefits paid pursuant to the provisions of the Kansas Automobile Injury Reparations Act to or for the benefit of such **eligible injured person**, but the prosecution or settlement of any such action without the consent of the **eligible injured person** or his legal representative shall be without prejudice to the **eligible injured person** or his legal representative to maintain an action against the third party.

(4) In lieu of commencing an action against the third party as provided in Subsection 3 where such third party was the insured under a policy of motor vehicle liability insurance at the time of the **motor vehicle** accident causing the injury, the Company and the insurer of the third party may agree that the issue of liability for reimbursement and the amount thereof shall be decided by arbitration between the insurers.

(5) Benefits provided under the Kansas Automobile Injury Reparations Act as provided by this endorsement shall be deducted from any recovery received by an **eligible injured person** under Uninsured Motorists Coverage as provided by K.S.A. 1972 Supplement 40-284, or any amendments thereto.

E. **Other Insurance.** If two (2) or more insurers or self-insurers are liable to pay personal injury protection benefits for the same injury to any one (1) person, the maximum benefits payable shall be the total of the various maximum benefits provided by the Kansas Automobile Injury Reparations Act, and the Company shall be entitled to recover from each of the other insurers or self-insurers an equitable pro-rata share of the benefits paid and expenses incurred in processing the claim.

F. **Payment of Benefits.** Personal injury protection benefits payable under this policy shall be overdue if not paid within thirty (30) days after the Company is furnished written notice of the fact of a covered loss and of the amount of same, except that **work loss** payable under this policy shall be paid not less than every two weeks after such notice. If such written notice is not furnished as to the entire claim, any partial amounts supported by written notice is overdue if not paid within thirty (30) days after such written notice is furnished. Any part or all of the remainder of the claim that is subsequently supported by written notice is overdue if not paid within thirty (30) days after such written notice is furnished the Company. All overdue payments shall bear simple interest at the rate of eighteen percent (18%) per annum.

G. **Non-Applicability of Subrogation Condition.** The Subrogation Condition of the policy does not apply to Personal Injury Protection Coverage.

SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates the following conditions shall apply:

(a) Excess Insurance: Any Automobile Medical Payments Coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person.**

(b) Conflict of Provisions: In the event that there is a conflict between the provisions of this endorsement and the provisions of the policy to which it is attached, the provisions of the policy are superseded by the provisions of this endorsement.

(c) Cancellation: Except as provided in K.S.A. 40-276, 40-276(a) and 40-277, and except for nonpayment of premium, this policy is hereby amended with respect to bodily injury liability, property damage liability and personal injury protection coverages to read:

The Company hereby agrees with the insured that this policy and any renewal thereof shall not be cancelled or non-renewed by the Company:

(1) until at least thirty (30) days after mailing a notice of cancellation or non-renewal, by certified or registered mail, or United States post office certificate of mailing, to the **named insured** at the latest address filed with the Company by or on behalf of the insured; and

(2) unless the Company shall give the director of vehicles notice of such cancellation or non-renewal on or before the effective date of cancellation or non-renewal.

(d) Out-Of-State Insurance: It is agreed that, subject to all the provisions of the policy except where modified herein, the following provision is added: If, under the provisions of the motor vehicle financial responsibility or 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.

(e) Terms of Policy Conformed to Statute: Terms of this policy which are in conflict with the provisions of the Kansas Automobile Injury Reparations Act are hereby amended to conform to such law.

UNINSURED MOTORISTS INSURANCE

(Kansas)

Schedule

Designation of named insured for purposes of this endorsement See Item 1 of the declarations

Limits of Liability: $ 15,000 each person; $ 30,000 each accident.

The advance premium for this endorsement is $ Incl.

Description of Insured Automobiles:

Check appropriate box

- [x] Any automobile owned by the principal named insured
- [ ] Any private passenger type automobile owned by the principal named insured
- [ ] Any automobile to which are attached Dealer's Automobile Registration Plates issued in the name of the principal named insured
- [ ] Any automobile designated in the declarations of the policy and an automobile ownership of which is acquired during the policy period by the principal named insured as a replacement therefor.

In consideration of the payment of the premium for this endorsement and subject to all of the terms of this endorsement, the company agrees with the named insured as follows:

Insuring Agreements

I. Damages for Bodily Injury Caused by Uninsured Motor Vehicles.

The company will 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 uninsured motor vehicle because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured motor vehicle; 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 judgment against any person or organization alleged to be legally responsible for the bodily injury 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 judgment 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 to which this endorsement applies sustained by an insured under (1) or (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 liability 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:

(i) an automobile while used as a public or livery conveyance, unless such use is specifically declared and described in the policy;

(ii) an automobile while being used without the permission of the owner;

(iii) under subparagraphs (2) and (3) above, an automobile owned by the principal named insured or by any named insured designated in the schedule or by any resident of the same household as such insured; or

(iv) under subparagraphs (2) and (3) above, an automobile furnished for the regular use of the principal named insured or any resident of the same household.

(c) "uninsured motor vehicle" means:

(1) a motor vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured automobile is principally garaged, no bodily injury liability 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 vehicle, or with respect to which there is a bodily injury 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; or

(2) a hit-and-run vehicle as defined;

but the term "uninsured motor vehicle" shall not include:

(i) an insured automobile,

(ii) a motor vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a motor vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing,

(iv) a land motor vehicle or trailer if operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle, or

(v) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

(d) "hit-and-run vehicle" means a vehicle which causes bodily injury to an insured arising out of physical contact of such vehicle with the insured or with 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 vehicle"; (2) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes 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.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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) to bodily injury to an insured with respect to which such insured, his legal representative or any person entitled to payment under this endorsement shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to bodily injury to an insured while occupying an automobile (other than an insured automobile) owned by a named insured or any relative resident in the same household, or through being struck by such an automobile, but this exclusion does not apply to the principal named insured or his relatives while occupying or if struck by an automobile owned by an insured named in the schedule or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

Conditions

A. 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 "Insured's Duties in the Event of Occurrence, Claim or Suit"), "Subrogation", "Changes", "Assignment", "Cancellation" and "Declarations".

B. Premium.

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.

C. Proof of Claim; Medical Reports.

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 examinations 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.

D. 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 alleged to be legally responsible for the bodily injury; and in any action against the company, the company may require the insured to join such person or organization as a party defendant.

E. 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 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 such legal action shall be for-

claims made or suits brought on account of bodily injury, or (4) automobiles to which this insurance applies,

(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 care or loss of services, because of bodily injury sustained by one person as the result of any one 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 one accident.

(b) Any amount payable under the terms of this endorsement because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by

(1) all sums paid on account of such bodily injury by or on behalf of (i) the owner or operator of the uninsured motor vehicle and (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury including all sums paid under the Bodily Injury Liability Coverage of the policy, and

(2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this endorsement to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person insured under the Bodily Injury Liability Coverage of the policy.

G. 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 limits 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 this Coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

H. 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 uninsured motor vehicle because of bodily injury 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 (1) the rules of the American Arbitration Association (a copy of which rules together with the address of the local office of the American Arbitration Association will be sent to the insured by the company upon request), or (2) the provisions of Sections 5-201 to 5-213 inclusive, of the General Statutes of Kansas, 1949. Judgment 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.

I. 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.

J. 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 the terms of this endorsement.

K. This endorsement replaces any other provisions of the policy, including any endorsement forming a part thereof, affording similar insurance with respect to any damages arising out of the ownership, maintenance or use of an uninsured vehicle or a hit-and-run vehicle.

COVERAGE PART: **AUTOMOBILE MEDICAL PAYMENTS INSURANCE**

Forming a part of Policy

No. 1CC B45600

Schedule

Designated Person Insured

See Item 1 of the declarations

Designation of Automobiles—Division 1

(1) ☐ Any **owned automobile**

(2) ☐ Any **hired automobile**

(3) ☒ Any licensed **owned private passenger automobile**

(4) ☐ Any **automobile** designated "M.P."

(5) ☐ Any **non-owned automobile**

(6) ☐

Endorsement Nos.

I COVERAGE F—AUTOMOBILE MEDICAL PAYMENTS

The Company will pay all reasonable **medical expense** incurred within one year from the date of the accident:

Division 1. to or for each person who sustains **bodily injury,** caused by accident, while **occupying** a **designated automobile** which is being used by a person for whom **bodily injury** liability insurance is afforded under this policy with respect to such use;

Division 2. to or for each **Insured** who sustains **bodily injury,** caused by accident, while **occupying** or, while a pedestrian, through being struck by a **highway vehicle.**

Exclusions

This insurance does not apply:

(a) to **bodily injury** to any person or **Insured** while employed or otherwise engaged in duties in connection with an **automobile business,** if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(b) 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;

(c) under Division 1, to **bodily injury** to any employee of the **Named Insured** arising out of and in the course of employment by the **Named Insured,** but this exclusion does not apply to any such **bodily injury** arising out of and in the course of domestic employment by the **Named Insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(d) under Division 2, to **bodily injury** sustained while **occupying** a **highway vehicle** owned by any **Insured,** or furnished for the regular use of any **Insured** by any person or organization other than the **Named Insured.**

II PERSONS INSURED—DIVISION 2

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

(a) any person designated as **Insured** in the schedule;

(b) while residents of the same household as such designated person, his spouse and the relatives of either;

and if such designated person shall die, any person who was an **Insured** at the time of such death shall continue to be an **Insured.**

III LIMIT OF LIABILITY

Regardless of the number of (1) persons or organizations who are **Insureds** under this policy, (2) persons who sustain **bodily injury,** (3) claims made or suits brought on account of **bodily injury** or (4) **designated automobiles** to which this policy applies, the limit of liability for medical payments stated in the declarations as applicable to "each person" is the limit of the Company's liability for all expenses incurred by or on behalf of each person who sustains **bodily injury** as the result of any one accident.

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

IV ADDITIONAL DEFINITIONS

The additional definitions applicable to automobile bodily injury liability insurance also apply to this insurance; and when used in reference to this insurance (including endorsements forming a part of the policy):

"designated automobile" means an **automobile** designated in the schedule and includes:

(a) an **automobile** not owned by the **Named Insured** while temporarily used as a substitute for an **owned automobile** designated in the schedule when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction; and

(b) a trailer designed for use with a **private passenger automobile,** if not being used for business purposes with another type **automobile** and if not a home, office, store, display or passenger trailer;

"highway vehicle" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a residence or premises;

"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;

"occupying" means in or upon or entering into or alighting from.

V POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the territory described in paragraph (1) or (2) of the definition of **policy territory.**

VI ADDITIONAL CONDITIONS

A. 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 such 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.

B. Excess Insurance Except with respect to an **owned automobile,** the insurance under Division 1 shall be excess insurance over any other valid and collectible automobile medical payments or automobile **medical expense** insurance.

The insurance under Division 2 shall be excess insurance over any other valid and collectible automobile medical payments or automobile **medical expense** insurance available to the **Insured** under any other policy.

C. Non-Applicability of Subrogation Condition The Subrogation Condition does not apply to the Automobile Medical Payments Coverage.

COVERAGE PART: **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

Forming a part of Policy

No. 1CC B45600

Schedule ☐ See Supplementary Schedule.

Description of Hazards *See Note Below The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
Premises-Operations (PF 52 and/or 53)		(a) Area (Sq. Ft.) (b) Receipts (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per $100 of Receipts (c) Per $100 of Remuneration			
SEE CAS 22					10,859.	5,477.
Escalators (PF 53)		Number	Per Landing			
Independent Contractors (PF 51) CONSTRUCTION OPERATIONS-OWNER-(NOT RAILROADS) - EXCLUDING OPERATIONS ON BOARD SHIPS	16292	Cost IF ANY	Per $100 of Cost .0328	.0148	18. MP	10. MP
Completed Operations (PF 55)		Receipts	Per $1,000 of Receipts			
Products (PF 55) SEE CAS 22		Sales	Per $1,000 of Sales		25,092.	13,295.
Endorsement Nos. CAS 22 (3) XCU#2 CAS 302, 607		Increased Limits Basic Charge (Code No. 99901) Total Advance Premiums			$ 10. $ 35,979.	$ 5. $ 18,787.

Location of all premises owned by, rented to or controlled by the **Named Insured** (if other than address shown in Item 1 of declarations):

Interest of **Named Insured** in such premises: ☐ Owner ☐ General Lessee ☐ Tenant ☐ Other (Specify)

Part occupied by **Named Insured:**

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

*Premium for insured hazards not specifically rated herein will be determined by audit and charged accordingly.

I COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

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

A. **bodily injury** or

B. **property damage**

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

Exclusions

This insurance does not apply:

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

(Continued on reverse side)

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any **automobile** or aircraft owned or operated by or rented or loaned to any **Insured**, or

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

but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **Named Insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **Insured;**

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

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

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any watercraft owned or operated by or rented or loaned to any **Insured**, or

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

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **Named Insured;**

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

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

(1) liability assumed by the **Insured** under an **incidental contract**, or

(2) expenses for first aid under the Supplementary Payments provision;

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

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

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

if such liability is imposed

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

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

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

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

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

(k) to **property damage** to

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

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

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

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **Named Insured;**

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

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

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

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

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

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

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

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

II PERSONS INSURED

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

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

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

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

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

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,

(i) an employee of the **Named Insured** while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the **Named Insured** any such equipment registered in the name of the **Named Insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **Insured** under this paragraph (e) with respect to:

(1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or

(2) **property damage** to property owned by, rented to, in charge of or occupied by the **Named Insured** or the employer of any person described in subparagraph (ii).

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

III LIMITS OF LIABILITY

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

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

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

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

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

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the **Named Insured** by independent contractors and general supervision thereof by the **Named Insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **Named Insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard.**

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

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

IV POLICY TERRITORY

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

COVERAGE PART:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

Forming a part of Policy

No. 1CC B45600

Schedule

Description of Hazards						Advance Premiums	
1. Owned Automobiles		Premium Basis—Per Automobile					
Year of Model	Trade Name	Body Type and Model; Truck Size (GVW or GCW); or Bus Seating Capacity.	Vehicle Identification Number, Serial or Motor Number	Will be principally garaged at same location as address shown in Item 1 of declarations unless otherwise shown herein.	*Purpose of Use (Include Business Use and Radius Class)	Bodily Injury	Property Damage
	See Company Records					27,078.	13,980.
	Personal Injury Protection					1,058.	
2. Hired Automobiles		Premium Basis—Total Cost of Hire					
Estimated Total Cost of Hire For Each State Where The Named Insured Is Located.				Rates Per $100 Total Cost of Hire			
State		Estimated Total Cost of Hire		Bodily Injury	Property Damage		
Missouri		if any				30. MP	6. MP
3. Non-Owned Automobiles		Premium Basis—Total Number of Employees At All Locations					
Total Number of Employees At All Locations: 501-1000						295.	87.
Endorsement Nos. Auto 2112C, 2016, 2214							
Minimum Premiums: Divisions 2 and 3:		Bodily Injury $ 30.00	Property Damage $ 6.00		Total Advance Premiums	$28,461	$14,073.

The foregoing contains a complete list of all automobiles and trailers owned by the Named Insured at the effective date of this policy and the purposes of use thereof, unless otherwise stated herein:

*The automobile will be used for "Pleasure and Business" if of the private passenger type and for "Commercial" if of the commercial type, unless otherwise stated.

I COVERAGE C—BODILY INJURY LIABILITY

COVERAGE D—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

C. **bodily injury** or

D. **property damage**

to which this insurance applies, caused by an **occurrence** and arising out of the ownership, maintenance or use, including loading and unloading, of any **automobile**, 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;

(b) 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;

(c) 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 any such injury arising out of and in the course of domestic employment by the **Insured** unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(d) to **property damage** to

(1) property owned or being transported by the **Insured**, or

(2) property 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, other than **property damage** to a residence or private garage by a **private passenger automobile** covered by this insurance;

(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 expenses for first aid under the Supplementary Payments provision;

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

II PERSONS INSURED

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

(a) the **Named Insured;**

(b) any partner or executive officer thereof, but with respect to a **non-owned automobile** only while such **automobile** is being used in the business of the **Named Insured;**

(c) any other person while using an **owned automobile** or a **hired automobile** with the permission of the **Named Insured**, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to **bodily injury** or **property damage** arising out of the loading or unloading thereof, such other person shall be an **Insured** only if he is:

(1) a lessee or borrower of the **automobile**, or

(2) an employee of the **Named Insured** or of such lessee or borrower;

(d) any other person or organization but only with respect to his or its liability because of acts or omissions of an **Insured** under (a), (b) or (c) above.

None of the following is an **Insured:**

(i) any person while engaged in the business of his employer with respect to **bodily injury** to any fellow employee of such person injured in the course of his employment;

(ii) the owner or lessee (of whom the **Named Insured** is a sub-lessee) of a **hired automobile** or the owner of a **non-owned automobile**, or any agent or employee of any such owner or lessee;

(iii) an executive officer with respect to an **automobile** owned by him or by a member of his household;

(iv) any person or organization, other than the **Named Insured**, with respect to:

(1) a motor vehicle while used with any **trailer** owned or hired by such person or organization and not covered by like insurance in the Company (except a **trailer** designed for use with a **private passenger automobile** and not being used for business purposes with another type motor vehicle), or

(2) a **trailer** while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the Company;

(v) any person while employed in or otherwise engaged in duties in connection with an **automobile business**, other than an **automobile business** operated by the **Named Insured.**

This insurance does not apply to **bodily injury** or **property damage** arising out of (1) a **non-owned automobile** used in 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**, or (2) if the **Named Insured** is a partnership, an **automobile** owned by or registered in the name of a partner thereof.

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**, (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:

Coverage C—The limit of **bodily injury** liability stated in the declarations as applicable to "each person" is the limit of the Company's liability for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one person as the result of any one **occurrence**; but subject to the above provision respecting "each person", the total liability of the Company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by two or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence**".

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

Coverages C and D—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 territory described in paragraph (1) or (2) of the definition of **policy territory.**

V ADDITIONAL DEFINITIONS

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

"**automobile business**" means the business or occupation of selling, repairing, servicing, storing or parking **automobiles;**

"**hired automobile**" means an **automobile** not owned by the **Named Insured** which is used under contract in behalf of, or loaned to, the **Named Insured**, provided such **automobile** is not owned by or registered in the name of (a) a partner or executive officer of the **Named Insured** or (b) an employee or agent of the **Named Insured** who is granted an operating allowance of any sort for the use of such **automobile;**

"**non-owned automobile**" means an **automobile** which is neither an **owned automobile** nor a **hired automobile;**

"**owned automobile**" means an **automobile** owned by the **Named Insured;**

"**private passenger automobile**" means a four wheel private passenger or station wagon type **automobile;**

"**trailer**" includes semi-trailer but does not include **mobile equipment.**

VI ADDITIONAL CONDITIONS

A. **Excess Insurance—Hired and Non-Owned Automobiles** — With respect to a **hired automobile** or a **non-owned automobile**, this insurance shall be excess insurance over any other valid and collectible insurance available to the **Insured.**

B. **Out of State Insurance** — 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 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.

UNINSURED MOTORISTS INSURANCE

(Iowa)

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

In consideration of the payment of premium and subject to all of the provisions of this endorsement and to the applicable provisions of the policy, the company agrees with the named insured as follows:

Schedule

Designated Insured: See Item 1 - declarations

Limits of Liability: Bodily Injury $ 10,000 each person
$ 20,000 each accident

Advance Premium $ Incl.

Description of Insured Motor Vehicles:

Any motor vehicle registered or principally garaged in Iowa which is:
(check appropriate box)

- [X] An owned private passenger automobile under Part I of the policy
- [ ] A private passenger automobile owned by the named insured
- [ ] Owned by the named insured
- [ ] Designated in the declarations of the policy and any motor vehicle of the same type ownership of which is acquired during the policy period by the named insured as a replacement therefor
- [ ] Any mobile equipment owned or leased by and registered in the name of the named insured
- [ ] _____

1. COVERAGE-UNINSURED MOTORISTS

(Damages for Bodily Injury)

The company will 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 uninsured motor vehicle because of bodily injury sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured motor vehicle; provided, for the purposes of this coverage, 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, may be made by arbitration at the request of the insured.

Exclusions

This insurance does not apply:

(a) to bodily injury with respect to which the insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

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

(a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;

(b) any other person while occupying an insured motor vehicle; and

(c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

The insurance applies separately with respect to each insured, except with respect to the limits of the company's liability.

III. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this insurance, (2) persons who sustain bodily injury, (3) claims made or suits brought on account of bodily injury, or (4) motor vehicles to which this policy applies,

(a) The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one 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 because of bodily injury sustained by two or more persons as the result of any one accident.

(b) Any amount payable under the terms of this insurance because of bodily injury sustained in an accident by a person who is an insured shall be reduced by

(1) all sums paid on account of such bodily injury by or on behalf of

(i) the owner or operator of the uninsured motor vehicle, and

(ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury, including all sums paid under the bodily injury liability coverage of the policy, and

(2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization insured under the bodily injury liability coverage of the policy.

(d) The company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured motor vehicle which represents expenses for medical services paid or payable under the medical payments or medical expense coverage of the policy.

IV. POLICY PERIOD; TERRITORY

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

V. DEFINITIONS

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

"bodily injury" means bodily injury, sickness or disease, including death, sustained by an insured under (a) or (b) of the Persons Insured provision;

"designated insured" means an individual named in the schedule under Designated Insured;

"motor vehicle" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, except that the term "motor vehicle" shall include a snowmobile while such snowmobile is actually upon public roads, or

(c) a vehicle while located for use as a residence or premises;

(Continued on reverse side)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

William Gragg
President

Countersigned by _____
Authorized Representative

Auto 2214 (4-75) PRINTED IN U.S.A.
ISO E086

"**hit-and-run vehicle**" means a motor vehicle which causes bodily injury to an insured arising out of physical contact of such vehicle with the insured or with a vehicle which the insured is occupying at the time of the accident, provided:

(a) there cannot be ascertained the identity of either the operator or owner of such motor vehicle;

(b) the insured or someone on his behalf shall have reported the accident within a reasonable time to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within a reasonable time thereafter a statement under oath that the insured or his legal representative has a cause or causes 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

(c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;

"**insured motor vehicle**" means a motor vehicle:

(a) described in the schedule as an insured motor vehicle to which the bodily injury liability coverage of the policy applies;

(b) while temporarily used as a substitute for an insured motor vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

(c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household;

but the term "insured motor vehicle" shall not include:

(i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in the policy;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;

"**uninsured motor vehicle**" means:

(a) a motor vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the Iowa financial responsibility law, no bodily injury liability 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 vehicle, or with respect to which there is a bodily injury 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; or

(b) a hit-and-run vehicle;

but the term "uninsured motor vehicle" shall not include:

(i) an insured motor vehicle,

(ii) a motor vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

VI. CONDITIONS

A. Policy Provisions.

None of the Insuring Agreements, Exclusions, Conditions or other provisions of the policy shall apply to the Insurance afforded by this endorsement except the Conditions "Notice" (or Insured's Duties in the Event of Occurrence, Claim or Suit"), "Changes", "Assignment", "Cancellation" and "Declarations".

B. Premium.

If during the policy period the number of insured motor vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the 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, 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.

C. Proof of Claim.

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 examinations 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.

D. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, 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 alleged to be legally responsible for the bodily injury; and in any action against the company, the company may require the insured to join such person or organization as a party defendant.

E. 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 against any person or organization legally responsible for the use of a motor vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

F. Other Insurance.

With respect to bodily injury to an insured while occupying a motor vehicle not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle as primary 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 limits 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 this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

G. 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 uninsured motor vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of such person, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the company, and judgment 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 insurance.

H. Subrogation: Assignment.

In the event of any payment under this endorsement, the company shall be subrogated to the rights of the insured to whom such payment was made against any person or organization responsible for the bodily injury to the extent of such payment; provided, however, the company shall pay its proportionate part of any reasonable costs and expenses incurred in connection with any recovery, including reasonable attorneys' fees. 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.

If the insured has prosecuted to judgment any suit against any person or organization responsible for such bodily injury, the company shall be entitled to an assignment of such judgment to the extent of any payment under this endorsement.

I. 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.

J. 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 the terms of the policy applicable to this coverage.

K. This endorsement replaces any other provisions of the policy, including any endorsement forming a part thereof, affording similar insurance with respect to any damages arising out of the ownership, maintenance or use of an uninsured vehicle or a hit-and-run vehicle.

AUTOMOBILE PERSONAL INJURY PROTECTION ENDORSEMENT

OREGON

The Company agrees with the Named Insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

AUTOMOBILE PERSONAL INJURY PROTECTION

The Company will provide in accordance with Chapter 523 of Oregon Laws 1971, the following benefits for loss and expense incurred because of **bodily injury** caused by accident and arising out of the ownership, maintenance or use of an **automobile**:

(a) **medical and hospital benefits** to or on behalf of each **injured person**;

(b) **income continuation benefits** to or on behalf of each **injured person** who at the time of the accident was usually engaged in a remunerative occupation;

(c) **loss of services benefits** to or on behalf of each **injured person** who at the time of the accident was not usually engaged in a remunerative occupation.

Exclusions

This insurance does not apply:

(a) to or on behalf of any person

(1) who intentionally causes injury to himself; or

(2) who is injured while participating in any prearranged or organized racing or speed contest or in practice or preparation for any such contest;

(b) to **income continuation benefits** to or on behalf of any person who sustains **bodily injury** in an accident which occurs outside the State of Oregon, but this exclusion does not apply (1) to the **Named Insured** or a **relative**, or (2) to any other person while **occupying** the **insured automobile** as a guest passenger or while using the **insured automobile** with the permission of the **Named Insured**;

(c) 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;

(d) to **bodily injury** resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;

(e) to the **Named Insured** or any **relative** while **occupying** any **automobile** owned by the **Named Insured** or furnished for the **Named Insured's** regular use and not insured for AUTOMOBILE PERSONAL INJURY PROTECTION;

(f) to a **relative** while **occupying** any **automobile** owned by such **relative** or furnished for the **relative's** regular use and not insured for AUTOMOBILE PERSONAL INJURY PROTECTION;

(g) with respect to any **injured person** who is not the **Named Insured** or a **relative**, to the extent that amounts are paid or payable to or on behalf of such **injured person** under any collateral benefits, including but not limited to insurance benefits under another policy issued by this or any other insurer, governmental benefits or gratuitous benefits.

Definitions

When used in reference to this insurance:

"injured person" means

(a) the **Named Insured** or any **relative** who sustains **bodily injury** caused by accident while **occupying**, or while a pedestrian, through being struck by an automobile;

(b) any person, other than the **Named Insured** or a **relative**, who sustains **bodily injury** caused by accident (1) while **occupying** the **insured automobile** as a guest passenger, or (2) while using the **insured automobile** with the permission of the **Named Insured**, or (3) while a pedestrian, through being struck by the **insured automobile**;

"Named Insured" means the individual named in Item 1 of the declarations of the policy and includes his spouse if a resident of the same household;

"relative" means a relative of the **Named Insured** who is a resident of the same household;

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

"occupying" means in or upon or entering into or alighting from;

"automobile" means a self-propelled land motor vehicle or trailer other than (1) a farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads, or (3) a vehicle located for use as a residence or premises;

"insured automobile" means a **private passenger automobile** of which the **Named Insured** is the owner, to which the bodily injury liability insurance of the policy applies;

"private passenger automobile" means a 4 wheel private passenger or station wagon type **automobile** not used as a public or livery conveyance nor rented to others, and includes any other 4 wheel **automobile** of the utility, pickup body, sedan delivery or panel truck type which is not used primarily in the occupation, profession or business of the **Named Insured** or a **relative**, other than farming or ranching;

"medical and hospital benefits" means payments for all reasonable and necessary expenses incurred within one year from the date of the accident by or on behalf of the **injured person** as a result of such accident for medical, hospital, dental, surgical, ambulance and prosthetic services;

"income continuation benefits" means payment of 70% of the **injured person's** loss of income from work, because of **bodily injury** sustained by him in the accident, during the period commencing 14 days after the date of such accident and ending as of either the date on which such person is able to return to his usual occupation or the expiration of not more than 52 weeks from such 14th day;

"loss of services benefits" means reimbursement, for expenses reasonably incurred for essential services in lieu of those the **injured person** would have performed without income, provided such services are actually rendered during the period commencing 14 days after the date of the accident and ending as of either the date on which such **injured person** is reasonably able to perform such services or the expiration of not more 52 weeks from such 14th day.

Limits of Liability

Regardless of the number of claims made or **insured automobiles** to which this insurance applies, the Company's liability for AUTOMOBILE PERSONAL INJURY PROTECTION benefits is limited as follows:

1. The total amount payable by the Company to or on behalf of each **injured person** because of **bodily injury** sustained by such **injured person** in any one accident shall not exceed the sum of

(a) $3,000 for **medical and hospital benefits**; provided, however, that with respect to each **injured person** to whom a deductible amount if any is stated in the Schedule of this endorsement to apply, such amount shall be deducted from the total amount of all sums otherwise payable by the Company for such benefits to or on behalf of such **injured person** because of **bodily injury** sustained by him in any one accident and, if the total amount of all such sums exceeds such deductible amount, the total amount so payable by the Company for such benefits shall then be the difference between such deductible amount and $3,000;

(b) $500 per month for **income continuation benefits**;

(c) $12 per day for **loss of services benefits**;

subject otherwise to the limitations stated in the definition of each of such benefits as applicable thereto.

2. Any amount payable by the Company under the terms of this insurance to or on behalf of an **injured person** who is the **Named Insured** or a **relative** shall be reduced

(a) by the amount paid or payable to or on behalf of such **injured person** under any workmen's compensation or any other similar medical or disability benefits law;

(b) if similar insurance for personal injury protection benefits is provided under another automobile insurance policy, to the extent of the amount of any medical and hospital, income continuation or loss of services benefits available to such **injured person** under such other policy.

3. Any payments made by the Company under this insurance either as benefits to or on behalf of any **injured person** or as reimbursement, pursuant to Chapter 523 of Oregon Laws 1971, to any other insurer or organization for such benefits paid by it shall be applied in reduction of the amount of damages which, because of **bodily injury** sustained in the same accident, such **injured person** may be entitled to recover from the Company or any other insurer under insurance afforded for either bodily injury liability or protection against uninsured motorists.

Policy Period; Territory

This insurance applies, except as specifically limited by exclusion (b), only to accidents which occur during the policy period, within the United States of America, its territories or possessions, or Canada.

CONDITIONS

This insurance is subject to the following additional Conditions:

A. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the **injured persons**, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each **injured person** to the Company or any of its authorized agents as soon as practicable. If any **injured person** or his legal respresentative shall institute legal action to recover damages for **bodily injury** against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such **injured person** or his legal representative.

B. **Action Against Company.** No action shall lie against the Company, unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement.

C. **Medical Reports; Proof 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, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **injured person** shall submit to physical examinations by physicians selected by the Company at the expense of the Company when and as often as the Company may reasonably require.

The **injured person**, or in the event of his incapacity or death his legal representative, shall upon each request from the Company execute authorization to enable the Company to obtain medical reports, copies of records and information with respect to loss of income. The Company may require that the **injured person**, as a condition for receiving **income continuation benefits**, cooperate in furnishing the Company reasonable medical proof of his inability to work.

D. **Trust Agreement.** In the event of payment to any person of any benefits under this endorsement:

(a) the Company shall be entitled to the proceeds of any settlement or judgment 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** because of which such payment is made, to the extent the damages recovered include any expense, amount or payment for which such benefits were paid;

(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 any expense, amount or payment which is the subject of claim made hereunder;

(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, not in conflict in interest with such person, designated by the Company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of 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.

E. **Subrogation.** In the event of any payment under this endorsement, the Company shall be entitled to reimbursement pursuant to Section 7 (1) of Chapter 523 Oregon Laws 1971, and subrogated, to the extent of such payment, to all the rights of recovery therefor which the person to or on behalf of whom such payment is made may have against any person or organization, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejuidce such rights.

F. **Arbitration.** If any person making claim and the Company do not agree as to the amount payable hereunder, then each party shall, upon the written demand of either, select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator, or if unable to agree thereon within 30 days then, upon the request of such person or the Company, such third arbitrator shall be selected by a judge of a court of record in the County and State in which such arbitration is pending. The arbitrators shall then hear and determine the question or questions so in dispute, and the decision in writing of any two arbitrators shall be binding upon the person and the Company, each of whom shall pay his or its chosen arbitrator and shall bear equally the expense of the third arbitrator and all other expenses of the arbitration, provided that attorney fees and fees paid to medical or other expert witnesses are not deemed to be expenses of arbitration but are to be borne by the party incurring them. Unless the parties otherwise agree the arbitration shall be conducted in the County and State in which the person resides and in accordance with the usual rules governing procedure and admission of evidence in courts of law.

SCHEDULE

The insurance for medical and hospital benefits shall be subject to a deductible of $ NIL applicable to:

- [x] each **Named Insured**
- [ ] each **Named Insured** and each **relative**
- [ ] the **Named Insured** or **relative** named herein:

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William L. Phelan
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

William J. Gragg
President

Countersigned by ..... L. T. Fleis
Authorized Representative

Auto 2015 (1-72)
ISO A958

UNINSURED MOTORISTS INSURANCE

(Oklahoma)

In consideration of the payment of premium and subject to all of the provisions of this endorsement and to the applicable provisions of the policy, the company agrees with the named insured as follows:

Schedule

Designated Insured: See Item 1 - declarations

Limits of Liability: Bodily Injury: $ 5,000 each person
$ 10,000 each accident

Advance Premium $ Incl.

Description of Insured Highway Vehicles:

Any highway vehicle registered or principally garaged in Oklahoma which is:

(check appropriate box)

- [X] An owned automobile under Part I of the policy
- [ ] A private passenger automobile owned by the named insured
- [ ] Owned by the named insured
- [ ] Designated in the declarations of the policy and any highway vehicle of the same type ownership of which is acquired during the policy period by the named insured as a replacement therefor
- [ ] Any mobile equipment owned by the named insured
- [ ] _____

I. COVERAGE UNINSURED MOTORISTS

(Damages for Bodily Injury Caused by Uninsured Highway Vehicles)

The company will pay in accordance with Title 36 Oklahoma Statutes 1961 all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury caused by accident and arising out of the ownership, maintenance or use of such uninsured highway vehicle; provided, for the purposes of this coverage, 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 judgment against any person or organization alleged to be legally responsible for the bodily injury 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 judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to bodily injury with respect to which the insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, or through being struck by such a vehicle, but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

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

(a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;

(b) any other person while occupying an insured highway vehicle; and

(c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

The insurance applies separately with respect to each insured, except with respect to the limits of the company's liability.

III. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this insurance, (2) persons who sustain bodily injury, (3) claims made or suits brought on account of bodily injury, or (4) highway vehicles to which this insurance applies,

(a) The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one 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 because of bodily injury sustained by two or more persons as the result of any one accident.

(b) Any amount payable under the terms of this insurance because of bodily injury sustained in an accident by a person who is an insured shall be reduced by

(1) all sums paid on account of such bodily injury by or on behalf of

(i) the owner or operator of the uninsured highway vehicle and

(ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury,

including all sums paid under the bodily injury liability coverage of the policy and

(2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization insured under the bodily injury liability coverage of the policy.

(d) Any payment made under this insurance to or for any insured which represents expenses for medical services shall be applied in reduction of the amount of expenses to which the medical payments or medical expense coverage of the policy applies.

IV. POLICY PERIOD; TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

"bodily injury" means bodily injury, sickness or disease, including death, sustained by an insured under (a) or (b) of the Persons Insured provision;

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

"designated insured" means an individual named in the schedule under Designated Insured and also includes his spouse, if a resident of the same household;

"highway vehicle" means a self-propelled land motor vehicle or trailer, other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means a highway vehicle which causes bodily injury arising out of physical contact of such vehicle with the insured or with a vehicle which the insured is occupying at the time of the accident, provided:

(a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle;

(b) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes 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

(c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;

"insured highway vehicle" means a highway vehicle to which the bodily injury liability coverage of the policy applies and which is:

(a) described in the schedule as an insured highway vehicle;

(b) being used temporarily as a substitute for an insured highway vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction; or

(c) being operated by the named or designated insured or, if a resident of the same household, a relative of either;

but the term "insured highway vehicle" shall not include:

(i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in the policy;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;

"named insured" means the individual named in Item 1 of the declarations and also includes his spouse, if a resident of the same household;

"occupying" means in or upon or entering into or alighting from;

"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"uninsured highway vehicle" means:

(a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no bodily injury liability 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 vehicle, or with respect to which there is a bodily injury 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; or

(b) a hit-and-run vehicle;

but the term "uninsured highway vehicle" shall not include:

(i) an insured highway vehicle,

(ii) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Policy Provisions.

None of the Insuring Agreements, Exclusions, Conditions or other provisions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" (or "Insured's Duties in the Event of Occurrence, Claim or Suit"), "Changes", "Assignment", "Cancellation" and "Declarations".

B. Premium.

If during the policy period the number of insured highway vehicles owned by the named insured or the number of dealer's license plates issued to the named insured changes, the 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, 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.

C. Proof of Claim.

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 examinations 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.

D. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, 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 alleged to be legally responsible for the bodily injury; and in any action against the company, the company may require the insured to join such person or organization as a party defendant.

E. 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 against any person or organization legally responsible for the use of a highway vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

F. Other Insurance.

With respect to bodily injury to an insured while occupying a highway vehicle not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle 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.

COVERAGE PART: **INSURANCE AGAINST UNINSURED MOTORISTS**

Forming a part of Policy No. 1CC B45600

Schedule

Designated Insured

SEE ITEM 1 - DECLARATIONS

Description of **Insured Highway Vehicles** (Check appropriate box)

☒ Any **automobile** owned by the **Named Insured**

☐ Any **private passenger automobile** owned by the **Named Insured**

☐ Any **highway vehicle** to which are attached dealer's license plates issued to the **Named Insured**

☐ Any **highway vehicle** designated by the letters "UM" and a **highway vehicle** ownership of which is acquired during the policy period by the **Named Insured** as a replacement therefor

☐ Any **mobile equipment** owned or leased by and registered in the name of the **Named Insured**

☐

Endorsement Nos. CP0483

I COVERAGE U—UNINSURED MOTORISTS (Damages for Bodily Injury)

The Company will 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 **uninsured highway vehicle** because of **bodily injury** sustained by the **Insured**, caused by accident and arising out of the ownership, maintenance or use of such **uninsured highway vehicle**; provided, for the purposes of this coverage, 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 judgment against any person or organization alleged to be legally responsible for the **bodily injury** 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 judgment is entered pursuant to an action prosecuted by the **Insured** with the written consent of the Company.

Exclusions

This insurance does not apply:

(a) to **bodily injury** to an **Insured** with respect to which such **Insured**, his legal representative or any person entitled to payment under this insurance shall, without written consent of the Company, make any settlement with any person or organization who may be legally liable therefor;

(b) to **bodily injury** to an **Insured** while **occupying** a **highway vehicle** (other than an **insured highway vehicle**) owned by the **Named Insured**, any **designated Insured** or any relative resident in the same household as the **Named** or **designated Insured**, or through being struck by such a vehicle, but this exclusion does not apply to the **Named Insured** or his relatives while **occupying** or if struck by a **highway vehicle** owned by a **designated Insured** or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II PERSONS INSURED

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

(a) the **Named Insured** and any **designated Insured** and, while residents of the same household, the spouse and relatives of either;

(b) any other person while **occupying** an **insured highway vehicle**; and

(c) any person, with respect to damages he is entitled to recover because of **bodily injury** to which this insurance applies sustained by an **Insured** under (a) or (b) above.

The insurance applies separately with respect to each **Insured**, except with respect to the limits of the Company's liability.

III LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are **Insureds** under this policy, (2) persons who sustain **bodily injury**, (3) claims made or suits brought on account of **bodily injury**, or (4) **highway vehicles** to which this policy applies,

(a) The limit of liability stated in the declarations as applicable to "each person" is the limit of the Company's liability for all damages because of **bodily injury** sustained by one person as the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the declarations as applicable to "each accident" is the total limit of the Company's liability for all damages because of **bodily injury** sustained by two or more persons as the result of any one accident.

(b) Any amount payable under the terms of this insurance because of **bodily injury** sustained in an accident by a person who is an **Insured** under this coverage shall be reduced by

(1) all sums paid on account of such **bodily injury** by or on behalf of

(i) the owner or operator of the **uninsured highway vehicle** and

(ii) any other person or organization jointly or severally liable together with such owner or operator of such **bodily injury**,

including all sums paid under the **bodily injury** liability coverage of the policy, and

(2) the amount paid and the present value of all amounts payable on account of such **bodily injury** under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this insurance to or for any **Insured** shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization who is an **Insured** under the **bodily injury** liability coverage of the policy.

(d) The Company shall not be obligated to pay under this insurance that part of the damages which the **Insured** may be entitled to recover from the owner or operator of an **uninsured highway vehicle** which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

IV POLICY PERIOD; TERRITORY

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

V ADDITIONAL DEFINITIONS

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

"**designated Insured**" means an individual named in the schedule under **Designated Insured**;

"**highway vehicle**" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a residence or premises;

"**hit-and-run vehicle**" means a **highway vehicle** which causes **bodily injury** to an **Insured** arising out of physical contact of such vehicle with the **Insured** or with a vehicle which the **Insured** is **occupying** at the time of the accident, provided:

(a) there cannot be ascertained the identity of either the operator or owner of such **highway vehicle**;

(b) the **Insured** or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the Company within 30 days thereafter a statement under oath that the **Insured** or his legal representative has a cause or causes 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

(Continued on reverse side)

(c) at the Company's request, the **Insured** or his legal representative makes available for inspection the vehicle which the **Insured** was **occupying** at the time of the accident;

"insured highway vehicle" means a **highway vehicle**:

(a) described in the schedule as an **insured highway vehicle** to which the **bodily injury** liability coverage of the policy applies;

(b) while temporarily used as a substitute for an **insured highway vehicle** as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

(c) while being operated by the **Named** or **designated Insured** or by the spouse of either if a resident of the same household;

but the term **"insured highway vehicle"** shall not include:

(i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the **Named Insured**, any **designated Insured** or any resident of the same household as the **Named** or **designated Insured**; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the **Named Insured** or any resident of the same household;

"occupying" means in or upon or entering into or alighting from;

"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"uninsured highway vehicle" means:

(a) a **highway vehicle** with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the **state** in which the **insured highway vehicle** is principally garaged, no **bodily injury** liability 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 vehicle, or with respect to which there is a **bodily injury** 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; or

(c) a **hit-and-run vehicle**;

but the term **"uninsured highway vehicle"** shall not include:

(i) an **insured highway vehicle**,

(ii) a **highway vehicle** which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a **highway vehicle** which is owned by the United States of America, Canada, a **state**, a political subdivision of any such government or an agency of any of the foregoing.

VI ADDITIONAL CONDITIONS

A. Premium If during the policy period the number of **insured highway vehicles** owned by the **Named Insured** or spouse or the number of dealer's license plates issued to the **Named Insured** changes, the **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, 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**.

B. Proof of Claim; Medical Reports 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 examinations 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.

C. Assistance and Cooperation of the Insured After notice of claim under this insurance, 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 alleged to be legally responsible for the **bodily injury**; and in any action against the Company, the Company may require the **Insured** to join such person or organization as a party defendant.

D. 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** against any person or organization legally responsible for the use of a **highway vehicle** involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the Company by the **Insured** or his legal representative.

E. Other Insurance With respect to **bodily injury** to an **Insured** while **occupying** a **highway vehicle** not owned by the **Named Insured**, this insurance shall apply only as excess insurance over any other similar insurance available to such **Insured** and applicable to such vehicle 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 limits 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 this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

F. 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 **uninsured highway vehicle** because of **bodily injury** to the **Insured**, or do not agree as to the amount of payment which may be owing under this insurance, 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, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the **Insured** and the Company, and judgment 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 insurance.

G. Trust Agreement In the event of payment to any person under this insurance:

(a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment 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** because of which such payment is made;

(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 insurance;

(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 payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the Company shall be reimbursed out of such recovery for expenses, costs and attorneys' 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.

H. 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.

COVERAGE PART:

Forming a part of Policy

No. 1CC B45600

CONTRACTUAL LIABILITY INSURANCE

(Blanket Coverage)

Schedule

Coverages (PF 51)	Limits of Liability		Advance Premiums
YY. Contractual Bodily Injury Liability	$ 500,000 each **occurrence**		$ 2509.00
ZZ. Contractual Property Damage Liability	$ 100,000 each **occurrence**	$ 100,000 aggregate	$ 1329.00

If Limits of Liability are not stated above, see endorsement Casualty 609.

Designation of Contracts The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
		(a) Cost (b) Sales	(a) Per $100 of Cost (b) Per $100 of Sales			
PURCHASE ORDER AGREEMENTS, EXCLUDING AGREEMENTS INVOLVING INDEMNIFICATION FOR CONSTRUCTION WORK OR ERECTION OR INSTALLATION OF THE INDEMNITOR'S GOODS OR PRODUCTS UNLESS OF A MINOR NATURE	17985		10% OF PRODUCTS			
ASH GROVE					774.	829.
FORDYCE					533.	218.
CHEMICAL SEALING					978.	243.
INTERCOSTAL CORP.					224.	39.
Endorsement Nos.				Total Advance Premiums	$ 2509.	$ 1329.

I COVERAGE YY—CONTRACTUAL BODILY INJURY LIABILITY

COVERAGE ZZ—CONTRACTUAL PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the **Insured** all sums which the **Insured**, by reason of **contractual liability**, shall become legally obligated to pay as damages because of

bodily injury or

property damage

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

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

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

Exclusions

This insurance does not apply:

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

(b) 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

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

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

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

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

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

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

if such liability is imposed

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

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

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

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

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

(g) to **property damage** to

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

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

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

(h) to **property damage** to premises alienated by the **Named Insured** arising out of such premises or any part thereof;

(Continued on reverse side)

loss of use of tangible property [illegible] injured or destroyed resulting from:

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

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

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

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

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

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

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

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

(o) to **bodily injury** or **property damage** arising out of the loading or unloading of watercraft;

(p) to liability of any railroad assumed by the **Insured**;

(q) to **bodily injury** or **property damage** included within the **completed operations hazard** or the **products hazard**, except to the extent that insurance is afforded for such **bodily injury** or **property damage** by the Comprehensive General Liability Insurance Coverage Part or Completed Operations and Products Liability Insurance Coverage Part forming a part of the policy;

(r) to **property damage** included within (1) the **explosion hazard**, (2) the **collapse hazard**, or (3) the **underground property damage hazard**; except to the extent that insurance is afforded for such **property damage** by the Comprehensive General Liability Insurance Coverage Part or Manufacturers' and Contractors' Liability Insurance Coverage Part forming a part of the policy;

(s) to liability assumed by the **Insured** under any contract or agreement with labor unions.

II PERSONS INSURED

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

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

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

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

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

III LIMITS OF LIABILITY

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

Coverage YY—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**."

Coverage ZZ—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** [illegible] 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** [illegible] which this coverage applies shall not exceed the limit of **property damage** liability stated in the schedule as "aggregate". Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the **Named Insured**.

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**.

V ADDITIONAL DEFINITIONS

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

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

"contractual liability" means liability of others expressly assumed by the **Insured** under a written contract or agreement relating to the **Named Insured's** business as stated in the declarations; provided, however, that **contractual liability** shall not be construed as including liability under a warranty of the fitness or quality of the **Named Insured's products** or a warranty that work performed by or on behalf of the **Named Insured** will be done in a workmanlike manner;

"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**;

"suit" includes an arbitration proceeding to which the **Insured** is required to submit or to which the **Insured** has submitted with the Company's consent;

"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**.

VI ADDITIONAL CONDITIONS

A. 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.

B. Premium Bases

When used as a premium basis:

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

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

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Dealers)

SOUND RECEIVING AND TRANSMITTING EQUIPMENT EXCLUDED

It is agreed that the following exclusion is added:

"This insurance does not apply to **loss** 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 or antennas. This exclusion does not apply to **loss** to any of this equipment if installed in a **covered automobile** which is:

1. owned by a police or fire department; or
2. equipped as an emergency vehicle and owned by a municipality, county, state or the federal government or by any political subdivision or agency of any of these; or
3. equipped as an emergency vehicle and owned by a volunteer fire department, volunteer rescue squad or volunteer ambulance corps operations."

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Dealers)

AMENDMENT OF POLICY PROVISIONS—KANSAS

It is agreed that, with respect to **covered automobiles** registered or principally garaged in Kansas:

1. Paragraph (a) of the "Named Insured's Duties in Event of Loss" Condition is amended to read:

   "(a) use every reasonable means to protect the **covered automobile** (whether or not this insurance applies to the **loss**) from further **loss**; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;"

2. The term "30 days" is substituted for "60 days" in the "Appraisal" Condition.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

COVERAGE PART: **PERSONAL INJURY LIABILITY INSURANCE**

Forming a part of Policy

No. 1CC B45600

Schedule

Coverage	Limits of Liability	Advance Premiums
P. **Personal Injury Liability** @ 15%	SCHEDULE	
The insurance afforded is only with respect to **personal injury** arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.	ASH GROVE	1365.
	LIME TRANSPORT	15.
	FORDYCE	75.
	UNION QUARRIES	39.
	CHEMICAL SEALING	89.
	INTERCOSTAL	46.
Groups of Offenses		
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	$ 500,000 aggregate	$
B. Libel, Slander, Defamation or Violation of Right of Privacy		$
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy		$

Insured's Participation NIL % Minimum Premium $ 58. **Total Advance Premium** $ 1629.

☒ Enter an "X" if Exclusion (c) does not apply.

Endorsement Nos.

I COVERAGE P—PERSONAL INJURY LIABILITY

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

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

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

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

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

Exclusions

This insurance does not apply:

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

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

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

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

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

II PERSONS INSURED

Each of the following is an **Insured** under this insurance to the extent set forth below.

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

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

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

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

III LIMITS OF LIABILITY; INSURED'S PARTICIPATION

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

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

IV ADDITIONAL DEFINITION

When used in reference to this insurance:

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

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to
Insurance Against Uninsured Motorists

MISSOURI AMENDMENT

It is agreed that:

1. The term **"uninsured highway vehicle"** is changed to "uninsured motor vehicle".
2. (a) The amount payable hereunder shall not be subject to reduction because of any expenses for medical services paid or payable under the medical payments coverage of the policy;

   (b) that part of the "Limits of Liability" provision pertaining to such a reduction is amended accordingly.
3. The first paragraph of the Condition entitled "Other Insurance" is replaced by the following:

   Other Insurance

   With respect to **bodily injury** to an **insured** while **occupying a highway vehicle** not owned by the **named insured**, this insurance shall apply only as excess insurance over any similar insurance available to such **insured** and applicable to such vehicle as primary insurance.
4. The **insured** shall not be required to arbitrate disputed claims under this insurance.

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Williford Gragg
President

Countersigned by L. E. Rhea
Authorized Representative

Casualty CP 0483 (2-75) PRINTED IN U.S.A.

UNITED STATES FIDELITY AND GUARANTY COMPANY

FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

BALTIMORE, MARYLAND

DESCRIPTION OF TERMS USED AS PREMIUM BASES

When used as a premium basis:

1. Comprehensive General; Owners', Landlords' and Tenants'—**"admissions"** means the total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

2. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'—**"cost"** mean the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

3. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'—**"receipts"** means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;

4. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants' which includes coverage for structural alterations, new construction and demolition operations—**"remuneration"** means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

5. Comprehensive General—**"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;

6. Garage Insurance—**"remuneration"** means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the Named Insured, subject to an average weekly maximum of $100, and (b) the remuneration of each Class B person at a fixed amount of $2,000 per annum with respect to Dealer Risks (Hazard 1) or $5,200 per annum with respect to Non-Dealer Risks (Hazard 2).

   "Class A" means all clerical office employees

   "Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an automobile owned by the Named Insured; and all salesmen, general managers, service managers and chauffeurs

   "Class C" means all other employees.

The stock insurance company named in the declarations (herein called the Company), in consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the Named Insured as follows:

DEFINITIONS

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;

"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;

"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.

NUCLEAR ENERGY LIABILITY EXCLUSION

(Applicable to all coverages except Comprehensive Personal, Farmer's Comprehensive Personal, and Family Automobile)

I. This policy does not apply:

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

(1) with respect to which an **Insured** under 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 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 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.

In Witness Whereof, the Company has caused this policy to be signed by its President and its Secretary at Baltimore, Maryland, and countersigned by a duly authorized representative.

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

William F. Spliedt
Secretary

Willifort Gragg
President

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SUPPLEMENTARY PAYMENTS

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

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

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

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

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

CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy signed by an 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 scope of his duties as such, and (2) with respect to the property of the **Named Insured**, to the person having proper temporary custody thereof, as **Insured**, but only until the appointment and qualification of the legal representative.

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

11. Cancelation This policy may be canceled 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 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 time of surrender or the effective date 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.

EXCESS UMBRELLA POLICY

THE CENTRAL NATIONAL INSURANCE COMPANY OF OMAHA

CNZ00-83-69

A Capital Stock Company

NEW
Renewal of Number

OMAHA, NEBRASKA

DECLARATIONS

Item 1. Named Insured and address (No., Street, Town, County, State)

The Named Insured is: — *Individual* ☐ *Corporation* ☒ *Partnership* ☐

ASH GROVE CEMENT COMPANY (AND AS PER ENDT. #1)
P.O. BOX 25900
8900 INDIAN CREEK PARKWAY
OVERLAND PARK, KANSAS

2. Policy Period:

FROM JANUARY 1, 1983 TO JANUARY 1, 1984

12:01 A.M. standard time at the address of the Named Insured as stated herein.

REICHMEIER AND ASSOCIATES, INC.
GENERAL INSURANCE
3500 West 75th Street — Suite 211
Prairie Village, Kansas, 66208
(913) 432-6888

3. Premium: $ 3,500.

4. Occurrence Limit: $ 10,000,000.

5. Aggregate Limit: $ 10,000,000.

6. Schedule of Underlying Insurance Policies:

TYPE OF POLICY	LIMITS OF LIABILITY	INSURER
UMBRELLA LIABILITY	$10,000,000. EACH OCCURRENCE $10,000,000. ANNUAL AGGREGATE IN EXCESS OF UNDERLYING INSURANCE	INTERNATIONAL INSURANCE COMPANY
EXCESS UMBRELLA LIABILITY	$10,000,000. EACH OCCURRENCE $10,000,000. ANNUAL AGGREGATE EXCESS OF LIMITS SHOWN ABOVE	TWIN CITY FIRE INSURANCE COMPANY

7. Notice of Occurrence (Condition 4).
Send to Cravens, Dargan & Company, Pacific Coast at:
555 CALIFORNIA STREET, SUITE 2940
SAN FRANCISCO, CALIFORNIA 94104

8. Form Numbers of Endorsements Forming Part of Policy at Issue: #1,2,3)FU60 #4)LU52

Countersigned:
1-21-83 BN/SP

at OVERLAND PARK, KANSAS

By Courtney H Nason
Authorized Representative

UC-101b 4-81 CLW (1M 7-81)

INSURING AGREEMENTS

1. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions contained herein to indemnify the Named Insured for all sums which the Named Insured shall be obligated to pay by reason of liability,

(a) imposed upon the Named 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 and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages, direct or consequential, and expenses on account of:
(1) personal injuries, including death at any time resulting therefrom,
(2) property damage,
(3) advertising liability,
caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 6 of the Declarations.

2. LIMIT OF LIABILITY — UNDERLYING LIMITS

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

$ (as stated in Item 6 of the Declarations)	ultimate net loss in respect of each occurrence — subject to a limit of
$ (as stated in Item 6 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.

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

$ (as stated in Item 4 of the Declarations)	ultimate net loss in all respect of each occurrence — subject to a limit of
$ (as stated in Item 5 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.

CONDITIONS

1. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the Named Insured prior to the inception date hereof the limit of liability hereon as stated in Items 4 and 5 of the Declarations shall be reduced by any amounts due to the Named Insured on account of such loss under such prior insurance.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 6 of the Declarations prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the period of this Policy except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences occurring during the period of this Policy.

3. CANCELLATION -

This Policy may be cancelled by the Named Insured or by the Company or their representatives by mailing written notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or their representative 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 representative shall be equivalent to mailing.

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

4. NOTICE OF OCCURRENCE -

Whenever the Named Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Named Insured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 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 claim.

5. OTHER INSURANCE -

If other valid and collectible insurance with any other Insurer is available to the Named Insured covering a loss also covered by this Policy, other than Insurance that is in excess of the Insurance afforded by this Policy, the Insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

Secretary

President

GENERAL ENDORSEMENT

NAMED INSURED

IT IS AGREED THAT THE NAMED INSURED IS AMENDED TO READ AS PER UMBRELLA POLICY AS SET FORTH IN THE SCHEDULE OF UNDERLYING INSURANCE.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. CNZ 00-83-69 of the CENTRAL NATIONAL INSURANCE COMPANY OF OMAHA

Issued to ASH GROVE CEMENT COMPANY, ET AL

Section No. .....

Endorsement No. 1 Effective JANUARY 1, 1983 ..... Agent

FU 60 7-79 (50M 3-81)

GENERAL ENDORSEMENT

EMPLOYEE RETIREMENT INCOME SECURITY ACT
EXCLUSION

IT IS AGREED THAT COVERAGE AFFORDED BY THIS POLICY DOES NOT APPLY TO LIABILITY ARISING OUT OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, OR ANY AMENDMENTS THERETO.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. CNZ 00-83-69 of the CENTRAL NATIONAL INSURANCE COMPANY OF OMAHA

Issued to ASH GROVE CEMENT COMPANY, ET AL

Section No. .....

Endorsement No. 2 Effective JANUARY 1, 1983 .....Agent

FU 60 7-79 (50M 3-81)

KANSAS CANCELLATION ENDORSEMENT

It is agreed that should the company cancel this policy for a reason other than non-payment of premium, it shall give the insured notice of cancellation at least 30 days prior to the effective date of cancellation.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. CNZ 00-83-69 of the

CENTRAL NATIONAL INSURANCE COMPANY OF OMAHA

Issued to ASH GROVE CEMENT COMPANY, ET AL

Section No.

Endorsement No. 4 Effective policy inception Agent

LU52 10-82

GENERAL ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM AT WHICH THIS POLICY IS WRITTEN IT IS AGREED THAT WHEREVER THE TERM NAMED INSURED IS USED IN THIS POLICY, IT IS SUBSTITUTED BY THE TERM INSURED.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. CNZ 00-83-69 of the CENTRAL NATIONAL INSURANCE COMPANY OF OMAHA

Issued to ASH GROVE CEMENT COMPANY, ET AL

Section No.

Endorsement No. 3 Effective JANUARY 1, 1983 Agent

FU 60 7-79 (50M 3-81)

Binder No. G1544 Date 12-30-82

McAlear Nason Associates, Inc.

6901 West 63rd. Street / Suite 121 / Overland Park, KS 66202

This is to confirm that we have effected with Central National Ins Company of Omaha the following insurance:

NAME AND ADDRESS OF ASSURED	Ash Grove Cement Company, Etal PO Box 25900 Overland Park, KS 66214
PERILS OR TYPE OF INSURANCE	Umbrella
LOCATION(S) OR OTHER SCHEDULES	as above
LIMITS OR AMOUNTS	$10,000,000 excess of 20,000,000 excess of primary
RATE(S) AND/OR PREMIUM	$3500
TERM OF COVERAGE	1-1-83/84

TRANSFERRED

NO FLAT CANCELLATIONS

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy(ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy(ies) shall prevail.

Non-renewal of this binder or non-replacement of this binder by the company policy shall constitute the only notification of cancellation of coverage to the assured and mortgagee and/or lienholder.

Reichemier & Associates
3500 W 75th Street
Prairie Village, KS 66208

McAlear Nason Associates, Inc.

by R. M. McLaughlin Jr.

1-1-63/64

COMPREHENSIVE GENERAL LIABILITY POLICY

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance 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, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I **Coverage A — BODILY INJURY LIABILITY** To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person and caused by accident.

Coverage B — PROPERTY DAMAGE LIABILITY To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident.

II **DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS** With respect to such insurance as is afforded by this policy, the company shall:

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

(b) (1) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;

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

(3) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;

(4) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request;

and the amounts so incurred, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this policy.

III **DEFINITION OF INSURED** The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such, and any organization or proprietor with respect to real estate management for the named insured. If the named insured is a partnership, the unqualified word "insured" also includes any partner therein but only with respect to his liability as such.

IV **POLICY PERIOD, TERRITORY** This policy applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

(a) to liability assumed by the insured under any contract or agreement except (1) a contract as defined herein or (2) as respects the insurance which is afforded for the Products Hazard as defined, a warranty of goods or products;

(b) to any obligation for which the insured may be held liable in an action on a contract or an agreement by a person not a party thereto;

(c) except with respect to operations performed by independent contractors and except with respect to liability assumed by the insured under a contract as defined herein, to the ownership, maintenance, operation, use, loading or unloading of (1) watercraft if the accident occurs away from premises owned by, rented to or controlled by the named insured, except insofar as this part of this exclusion is stated in the declarations to be inapplicable, (2) automobiles if the accident occurs away from such premises or the ways immediately adjoining, or (3) aircraft;

(d) to injury, sickness, disease, death or destruction 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 any contract or agreement or (2) expenses under Insuring Agreement II (b) (3);

(e) to liability imposed upon the insured or any indemnitee, as a person or organization engaged in the business of manufacturing, selling or distributing alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of any statute or ordinance pertaining to the sale, gift, distribution or use of any alcoholic beverage;

(f) under coverage A, 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;

(g) under coverage A, except with respect to liability as-

sumed by the insured under a contract as defined herein, to bodily injury to or sickness, disease or death of any employee of the insured arising out of and in the course of his employment by the insured;

(h) under coverage B, to injury to or destruction of (1) property owned or occupied by or rented to the insured, or (2) except with respect to liability under sidetrack agreements covered by this policy, property used by the insured, or (3) except with respect to liability under such sidetrack agreements or the use of elevators or escalators at premises owned by, rented to or controlled by the named insured, property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control, or (4) 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 named insured, out of which the accident arises;

(i) under coverage B, to 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 or 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; provided, however, this exclusion does not apply to loss due to fire, to the use of elevators or escalators, to operations performed by independent contractors, or to the extent that this exclusion is stated in the declarations to be inapplicable;

(j) under coverage B, to injury to or destruction of any property arising out of (1) blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due (a) to grading of land, excavation, borrowing, filling, back-filling, tunneling, pile driving, coffer-dam work or caisson work, or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; provided, however, this exclusion does not apply with respect to liability assumed by the insured under any contract covered by this policy, to operations performed for the named insured by independent contractors or to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, and provided further that part (1) or part (2) of this exclusion does not apply to operations stated, in the declarations or in the company's manual, as not subject to such part of this exclusion;

(k) under coverage B, to injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating or drilling, or to injury to or destruction of property at any time resulting therefrom; provided, however, this exclusion does not apply with respect to liability assumed by the insured under any contract covered by this policy, to operations performed for the named insured by independent contractors, to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, or to operations stated, in the declarations or in the company's manual, as not subject to this exclusion.

CONDITIONS

1 **PREMIUM** The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The advance 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 advance 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.

When used as a premium basis:

(1) the word "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

(2) the word "cost" means the total cost to (a) the named insured with respect to operations performed for the named insured during the policy period by independent contractors, or (b) any indemnitee with respect to any contract covered by this policy, of all work let or sublet in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

(3) the word "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

(4) the word "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than drivers of teams or automobiles and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;

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

The named insured shall maintain for each hazard records of the information necessary for premium computation on the basis stated in the declarations, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2 **INSPECTION AND AUDIT** The company shall be permitted to inspect the insured premises, operations and elevators and 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 bases or the subject matter of this insurance.

3 **DEFINITIONS (a) Contract** The word "contract" means, if in writing, a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement, or elevator or escalator maintenance agreement.

(b) Automobile The word "automobile" means a land motor vehicle, trailer or semitrailer, provided:

(1) the following described equipment shall be deemed an automobile while towed by or carried on an automobile not so described, but not otherwise: if of the crawler-type, any tractor, power crane or shovel, ditch or trench digger; any farm-type tractor; any concrete mixer other than of the mix-in-transit type; any grader, scraper, roller or farm implement; and, if not subject to motor vehicle registration, any other equipment not specified in (2) below, which is designed for use principally off public roads.

(2) The following described equipment shall be deemed an automobile while towed by or carried on an automobile as above defined solely for purposes of transportation or while being operated solely for locomotion, but not otherwise: if of the non-crawler type, any power crane, or shovel, ditch or trench digger; and any air-compressing, building or vacuum cleaning, spraying or welding equipment or well drilling machinery.

(c) Products Hazard The term "products hazard" means

(1) goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the accident occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such accident occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in division 1 of the declarations excludes any part of the foregoing; 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;

(2) operations, if the accident occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and (d) operations for which the classification stated in division 1 of the declarations specifically includes completed operations.

(d) Assault and Battery Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

LIMITS OF LIABILITY — Coverage A The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one accident. 4

LIMITS OF LIABILITY — Products Subject to the limit of liability with respect to "each accident", the limits of bodily injury liability and property damage liability stated in the declarations as "aggregate products" are respectively the total limits of the company's liability for all damages arising out of the products hazard. All such damages arising out of one lot of goods or products prepared or acquired by the named insured or by another trading under his name shall be considered as arising out of one accident. 5

LIMITS OF LIABILITY — Coverage B The limit of property damage liability stated in the declarations as applicable to "each accident" 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 organizations, including the loss of use thereof, as the result of any one accident. 6

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate operations" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by the ownership, maintenance or use of premises

or operations rated on a remuneration premium basis or by contractors' equipment rated on a receipts premium basis.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate protective" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by operations performed for the named insured by independent contractors or general supervision thereof by the named insured, except (a) maintenance and repairs at premises owned by or rented to the named insured and (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate contractual" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, with respect to liability assumed by the insured under contracts covered by this policy in connection with operations for which there is an "aggregate operations" limit of property damage liability stated in the declarations.

The limits of property damage liability stated in the declarations as "aggregate operations", "aggregate protective" and "aggregate contractual" apply separately to each project with respect to operations being performed away from premises owned by or rented to the named insured.

7 **SEVERABILITY OF INTERESTS** The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

8 **NOTICE OF ACCIDENT** When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

9 **NOTICE OF CLAIM OR SUIT** 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.

10 **ASSISTANCE AND COOPERATION OF THE INSURED** The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

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

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

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

12 **OTHER INSURANCE** If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

13 **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.

14 **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 the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

15 **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, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancelation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancelation of this policy.

16 **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 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.

17 **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.

MUTUAL POLICY CONDITIONS This policy is non-assessable. 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. 18

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

George A. Potter
SECRETARY

Frank L. Farwell
PRESIDENT

COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LP1-141-051246-023 TD 92
Name of Policyholder: Ash Grove Lime & Portland Cement Co., A Delaware Corporation
Address: Fairfax Building Kansas City, Missouri

Countersigned by B. D. McFall
(Resident Agent of Liberty Mutual Insurance Company)

Oklahoma
(State)

Sales Office Kansas City 448

1710
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COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LP1-141-051246-023 TD 92
Name of Policyholder: Ash Grove Lime & Portland Cement Co., A Delaware Corporation
Address: Fairfax Building Kansas City, Missouri

Countersigned by Henry J. Hughes
(Resident Agent of Liberty Mutual Insurance Company)

N M
(State)

Sales Office Kansas City 448

1710
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DECLARATIONS

Comprehensive General Liability Policy

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE BOSTON

POLICY NO.		SALES OFFICE	CODE	SALESMAN	CODE	N/R CODE	1ST YEAR THIS POLICY
LP1-141-051246-023	TD92	Kansas City	448	B. Jensen	7298	3	36

Item 1. Named Insured Ash Grove Lime & Portland Cement Co., A Delaware Corporation

Address Fairfax Building, Kansas City, Missouri
No. Street Town or City Postal Zone No. State

☐ Individual ☐ Partnership ☒ Corporation ☐ ..... (other)

Business of the named insured is Manufacture and Sale of Lime and Cement

Item 2. Policy Period: From Mo. 1 Day 1 Year 63 to Mo. 1 Day 1 Year 64
12:01 A.M., standard time at the address of the named insured stated herein.

Item 3. The insurance afforded is only with respect to such and so many 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		ADVANCE PREMIUMS
A — BODILY INJURY LIABILITY	$ 100,000.	each person	$ 25.06
	$ 300,000.	each accident	
	$Not Insured	aggregate products	
B — PROPERTY DAMAGE LIABILITY	$ 25,000.	each accident	$ 13.20
	$ 25,000.	aggregate operations	
	$ 25,000.	aggregate protective	
	$ Not Insured	aggregate products	
	$ 25,000.	aggregate contractual	
	TOTAL ESTIMATED ANNUAL PREMIUM		$ 38.26

The premium for this policy is payable $ in advance, $ on first anniversary and $ on second anniversary.

Audit Basis:
At Expiration ☐ Annual ☒ Semi-Annual ☐ Quarterly ☐ Monthly ☐

Item 4. The declarations are completed on attached schedules designated Pages 1 and 2
The rating classifications under the Description of Hazards in said schedules or any endorsements do not modify the exclusions or other terms of this policy, but
(a) part (1) of exclusion (j) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol x alone or in combination with any other symbols,
(b) part (2) of exclusion (j) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol c alone or in combination with any other symbols, or
(c) exclusion (k) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol u alone or in combination with any other symbols.

Location of all premises owned, rented or controlled by named insured (Enter "same" if same location as above address)	Interest of named insured in such premises (Enter "Owner," "General Lessee" or "Tenant")	Part occupied by Named Insured
See Page 2		

Item 5. The schedules disclose all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein:

The policy, including all endorsements issued therewith, is hereby countersigned by P. D. Harmon
Authorized Representative

Work Units	Typed by	Rating Basis	Audit Basis	Periodic Payment	Home State	Pol. H.G.	Renewal of	Accounting Entry
1- 20	3-1-63 Date eff	☐ R ☒ NR	1	$	Mo.	☐ S	LP1-141-900300-22	$ Dividend for Exp. Period

Item 4. ***Declarations — Schedule.***

Description of Hazards	Terr.	Premium Bases			Rates		Advance Premiums			
					Coverage A	Coverage B	Coverage A		Coverage B	
Division 1 — Premises — Operations	Code No.	(a) Remuneration (b) Area (e)	(c) Frontage	(d) No.	(a) Per $100 Remuneration (b) Per 100 Sq. Ft. of Area (c) Per Linear Ft. of Frontage (d) Per Unit (e)		MO 311 X CO 312 OL & T 313		MO 331 X CO 332 OL & T 333	
		See Schedule Attached								
Division 2 — Elevators				NO.	PER ELEVATOR		315		335	
Division 3 — Independent Contractors		COST			PER $100 OF COST		317		337	
Division 4 — Products — Completed Operations		SALES			PER $1000 OF SALES		310		330	
		Exclusion of Products Hazard Endorsement 370L Attached								
Contractual		NAME OF INDEMNITEE AND DATE OF CONTRACT					316		336	
Miscellaneous										
	9690	Special Coverage Premium					7	15	2	90
						Premium Totals	25	06	13	20
						Total Premium			38	26

Policy No. LP1-1[illegible]-051246-023 TD 92

Page No. 1

GPO 216B R4 ASMC PRINTED IN U.S.A.

Item 4. ***Declarations — Schedule.***

Description of Hazards	Terr.	Premium Bases			Rates		Advance Premiums			
					Coverage A	Coverage B	Coverage A		Coverage B	
Division 1 — Premises — Operations	Code No.	(a) Remuneration (b) Area (c)	(c) Frontage	(d) No.	(a) Per $100 Remuneration (b) Per 100 Sq. Ft. of Area (c) Per Linear Ft. of Frontage (d) Per Unit (e)		MO 311 X CO 312 OL & T 313		MO 331 CO 332 OL & T 333	
		(a)			(a)	(a)				
Sales or Service Organizations - including clerical and salesmen - N.O.C.	3485									
Arkansas	3485	If any			.0051	.0023				
Iowa	3485	23,000.			.0034	.0023		78		53
Kansas	3485	46,000.			.0017	.0023		78	1	06
Minnesota	3485	If any			.0034	.0023				
Loc. #1 - Mo. 11th Fl. Fairfax Bldg. Kansas City	3485	211,000.			.0051	.0023	10	76	4	8
New Mexico X	3485	If any			.0034	.0023				
Oklahoma	3485	10,000.			.0034	.0023		34		2
South Dakota	3485	7,000.			.0017	.0023		12		1
Loc. #2 - Nebr. 1330 First National Bank Building, Omaha	3485	151,000.			.0034	.0023	5	13	3	4
B.I. Min. Prem. - 17.00 P.D. Min. Prem. - 8.70										
							17	91	10	3

Policy No. LPL-141-051246-023 TD 92

Page No. 2

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WATER DAMAGE EXCLUSION
AMENDED

It is agreed that:

1. The policy does not apply to injury to or destruction of buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the named insured: (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 or 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 exclusion does not apply to loss due to fire, to the use of elevators or escalators or to operations performed by independent contractors.
2. The exclusion in the policy relating to the same subject matter is replaced by the foregoing.

LIBERTY MUTUAL INSURANCE COMPANY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. [illegible] ID 92

Issued to

Frank L. Farwell
PRESIDENT

George A. Potter
SECRETARY

Countersigned by P. D. Harmon
AUTHORIZED REPRESENTATIVE

Endorsement Serial No. 4

385L
Form G784
LP LS LT
LU LO
(6-1-62)

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INTERPRETIVE ENDORSEMENT

It is agreed that such insurance as is afforded by this policy does not apply with respect to the manufacturing operations of the insured, such operations being self insured.

LIBERTY MUTUAL INSURANCE COMPANY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LPI-14L-051246-023 ID 92

Issued to

Frank L. Farwell
PRESIDENT

George A. Potter
SECRETARY

Work Count

Countersigned by P. D. Harmony
AUTHORIZED REPRESENTATIVE

102 ED. 2 NS
ASMC PRINTED IN U.S.A.

Issued

Sales Office & No.

End. Serial No. 3

EXCLUSION OF PRODUCTS AND COMPLETED OPERATIONS HAZARDS

It is agreed:

1. The definition of the term "Products Hazard" appearing in Condition 3(c) of the policy is hereby deleted.
2. The following definitions are added to Condition 3 of the policy:

   (c) **PRODUCTS HAZARD** The term "products hazard" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the injury, sickness, disease, death or destruction occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such injury, sickness, disease, death or destruction occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in division 1 of Item 4 of the declarations excludes any part of the foregoing; 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.

   (e) **COMPLETED OPERATIONS HAZARD** The term "completed operations hazard" means work completed by or for the named insured, including but not limited to services, material, parts or equipment furnished in connection therewith or incorporated therein, if the injury, sickness, disease, death or destruction occurs after operations in connection with such work have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, work shall not be deemed incomplete because improperly or defectively performed or because further work may be required pursuant to an agreement; provided, further, the following shall not be deemed to be "work" within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and (d) work for which the classification stated in division 1 of Item 4 of the declarations specifically includes completed operations.

   Injury, sickness, disease, death or destruction occurring away from premises owned, rented or controlled by the named insured and arising out of work which has been completed by or for the named insured and which has been put to its intended use by any person or organization, other than another contractor or subcontractor performing operations in connection with the project of which the named insured's work is a part, shall be deemed to arise out of the completed operations hazard.

3. The policy does not apply to the products hazard or the completed operations hazard as defined herein.

LIBERTY MUTUAL INSURANCE COMPANY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LPI-141-051246-023 ED 92

Issued to

Frank L. Farwell
PRESIDENT

George A. Potter
SECRETARY

Countersigned by R. D. Harmon
AUTHORIZED REPRESENTATIVE

370L
LP
(4-24-61)
PRINTED IN U.S.A.

Issued Sales Office and No. End. Serial No. 1

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that the 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;

(Continued on Page 2)

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"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.

LIBERTY MUTUAL INSURANCE COMPANY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LP1-141-051246-023 ED 92

Issued to

Frank L. Farwell
PRESIDENT

George A. Potter
SECRETARY

Countersigned by R. D. Harmon
AUTHORIZED REPRESENTATIVE

Issued

Endorsement Serial No. 2

2234
MB A&G 661A
10-1-59
Page 2
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SHORT RATE CANCELATION TABLE

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5	154–156	53
2	6	157–160	54
3– 4	7	161–164	55
5– 6	8	165–167	56
7– 8	9	168–171	57
9– 10	10	172–175	58
11– 12	11	176–178	59
13– 14	12	179–182 (6 mos.)	60
15– 16	13	183–187	61
17– 18	14	188–191	62
19– 20	15	192–196	63
21– 22	16	197–200	64
23– 25	17	201–205	65
26– 29	18	206–209	66
30– 32 (1 mo.)	19	210–214 (7 mos.)	67
33– 36	20	215–218	68
37– 40	21	219–223	69
41– 43	22	224–228	70
44– 47	23	229–232	71
48– 51	24	233–237	72
52– 54	25	238–241	73
55– 58	26	242–246 (8 mos.)	74
59– 62 (2 mos.)	27	247–250	75
63– 65	28	251–255	76
66– 69	29	256–260	77
70– 73	30	261–264	78
74– 76	31	265–269	79
77– 80	32	270–273 (9 mos.)	80
81– 83	33	274–278	81
84– 87	34	279–282	82
88– 91 (3 mos.)	35	283–287	83
92– 94	36	288–291	84
95– 98	37	292–296	85
99–102	38	297–301	86
103–105	39	302–305 (10 mos.)	87
106–109	40	306–310	88
110–113	41	311–314	89
114–116	42	315–319	90
117–120	43	320–323	91
121–124 (4 mos.)	44	324–328	92
125–127	45	329–332	93
128–131	46	333–337 (11 mos.)	94
132–135	47	338–342	95
136–138	48	343–346	96
139–142	49	347–351	97
143–146	50	352–355	98
147–149	51	356–360	99
150–153 (5 mos.)	52	361–365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

COMPREHENSIVE GENERAL LIABILITY POLICY

No. LPI-141-051246-023

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE: BOSTON

The Company that stands by you

THIS POLICY IS NONASSESSABLE

a
16v

OFFICES IN PRINCIPAL CITIES THROUGHOUT THE UNITED STATES, AND CANADA

Appendix77e-000130

COMPREHENSIVE GENERAL LIABILITY POLICY

1-1-64-65

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance 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, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I **Coverage A — BODILY INJURY LIABILITY** To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person and caused by accident.

Coverage B — PROPERTY DAMAGE LIABILITY To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident.

I **DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS** With respect to such insurance as is afforded by this policy, the company shall:

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

(b) (1) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;

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

(3) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;

(4) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request;

and the amounts so incurred, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this policy.

III **DEFINITION OF INSURED** The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such, and any organization or proprietor with respect to real estate management for the named insured. If the named insured is a partnership, the unqualified word "insured" also includes any partner therein but only with respect to his liability as such.

IV **POLICY PERIOD, TERRITORY** This policy applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

(a) to liability assumed by the insured under any contract or agreement except (1) a contract as defined herein or (2) as respects the insurance which is afforded for the Products Hazard as defined, a warranty of goods or products;

(b) to any obligation for which the insured may be held liable in an action on a contract or an agreement by a person not a party thereto;

(c) except with respect to operations performed by independent contractors and except with respect to liability assumed by the insured under a contract as defined herein, to the ownership, maintenance, operation, use, loading or unloading of (1) watercraft if the accident occurs away from premises owned by, rented to or controlled by the named insured, except insofar as this part of this exclusion is stated in the declarations to be inapplicable, (2) automobiles if the accident occurs away from such premises or the ways immediately adjoining, or (3) aircraft;

(d) to injury, sickness, disease, death or destruction 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 any contract or agreement or (2) expenses under Insuring Agreement II (b) (3);

(e) to liability imposed upon the insured or any indemnitee, as a person or organization engaged in the business of manufacturing, selling or distributing alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of any statute or ordinance pertaining to the sale, gift, distribution or use of any alcoholic beverage;

(f) under coverage A, 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;

(g) under coverage A, except with respect to liability as-

sumed by the insured under a contract as defined herein, to bodily injury to or sickness, disease or death of any employee of the insured arising out of and in the course of his employment by the insured;

(h) under coverage B, to injury to or destruction of (1) property owned or occupied by or rented to the insured, or (2) except with respect to liability under sidetrack agreements covered by this policy, property used by the insured, or (3) except with respect to liability under such sidetrack agreements or the use of elevators or escalators at premises owned by, rented to or controlled by the named insured, property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control, or (4) 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 named insured, out of which the accident arises;

(i) under coverage B, to injury to or destruction of buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the named insured: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for firehose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or 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 exclusion does not apply to loss due to fire, to the use of elevators or escalators or to operations performed by independent contractors;

(j) under coverage B, to injury to or destruction of any property arising out of (1) blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due (a) to grading of land, excavation, borrowing, filling, back-filling, tunneling, pile driving, coffer-dam work or caisson work, or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; provided, however, this exclusion does not apply with respect to liability assumed by the insured under any contract covered by this policy, to operations performed for the named insured by independent contractors or to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, and provided further that part (1) or part (2) of this exclusion does not apply to operations stated, in the declarations or in the company's manual, as not subject to such part of this exclusion;

(k) under coverage B, to injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating or drilling, or to injury to or destruction of property at any time resulting therefrom; provided, however, this exclusion does not apply with respect to liability assumed by the insured under any contract covered by this policy, to operations performed for the named insured by independent contractors, to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, or to operations stated, in the declarations or in the company's manual, as not subject to this exclusion.

CONDITIONS

1 PREMIUM The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The advance 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 advance 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.

When used as a premium basis:

(1) the word "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

(2) the word "cost" means the total cost to (a) the named insured with respect to operations performed for the named insured during the policy period by independent contractors, or (b) any indemnitee with respect to any contract covered by this policy, of all work let or sublet in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

(3) the word "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

(4) the word "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than drivers of teams or automobiles and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;

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

The named insured shall maintain for each hazard records of the information necessary for premium computation on the basis stated in the declarations, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2 **INSPECTION AND AUDIT** The company shall be permitted to inspect the insured premises, operations and elevators and 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 bases or the subject matter of this insurance.

3 **DEFINITIONS (a) Contract** The word "contract" means, if in writing, a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement, or elevator or escalator maintenance agreement.

(b) Automobile The word "automobile" means a land motor vehicle, trailer or semitrailer, provided:

(1) the following described equipment shall be deemed an automobile while towed by or carried on an automobile not so described, but not otherwise: if of the crawler-type, any tractor, power crane or shovel, ditch or trench digger; any farm-type tractor; any concrete mixer other than of the mix-in-transit type; any grader, scraper, roller or farm implement; and, if not subject to motor vehicle registration, any other equipment not specified in (2) below, which is designed for use principally off public roads.

(2) The following described equipment shall be deemed an automobile while towed by or carried on an automobile as above defined solely for purposes of transportation or while being operated solely for locomotion, but not otherwise: if of the non-crawler type, any power crane, or shovel, ditch or trench digger; and any air-compressing, building or vacuum cleaning, spraying or welding equipment or well drilling machinery.

(c) Products Hazard The term "products hazard" means

(1) goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the accident occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such accident occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in division 1 of the declarations excludes any part of the foregoing; 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;

(2) operations, if the accident occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and (d) operations for which the classification stated in division 1 of the declarations specifically includes completed operations.

(d) Assault and Battery Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

LIMITS OF LIABILITY — Coverage A The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one accident. 4

LIMITS OF LIABILITY — Products Subject to the limit of liability with respect to "each accident", the limits of bodily injury liability and property damage liability stated in the declarations as "aggregate products" are respectively the total limits of the company's liability for all damages arising out of the products hazard. All such damages arising out of one lot of goods or products prepared or acquired by the named insured or by another trading under his name shall be considered as arising out of one accident. 5

LIMITS OF LIABILITY — Coverage B The limit of property damage liability stated in the declarations as applicable to "each accident" 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 organizations, including the loss of use thereof, as the result of any one accident. 6

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate operations" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by the ownership, maintenance or use of premises

or operations rated on a remuneration premium basis or by contractors' equipment rated on a receipts premium basis.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate protective" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by operations performed for the named insured by independent contractors or general supervision thereof by the named insured, except (a) maintenance and repairs at premises owned by or rented to the named insured and (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate contractual" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, with respect to liability assumed by the insured under contracts covered by this policy in connection with operations for which there is an "aggregate operations" limit of property damage liability stated in the declarations.

The limits of property damage liability stated in the declarations as "aggregate operations", "aggregate protective" and "aggregate contractual" apply separately to each project with respect to operations being performed away from premises owned by or rented to the named insured.

7 **SEVERABILITY OF INTERESTS** The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

8 **NOTICE OF ACCIDENT** When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

9 **NOTICE OF CLAIM OR SUIT** 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.

10 **ASSISTANCE AND COOPERATION OF THE INSURED** The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

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

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

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

OTHER INSURANCE If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss. 12

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. 13

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 the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company. 14

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, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancelation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancelation of this policy. 15

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 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. 16

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.

17 **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.

MUTUAL POLICY CONDITIONS This policy is non-assessable. 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. 18

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

George A. Potter
SECRETARY

Frank L. Farwell
PRESIDENT

COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LP1-141-051246-024 TD92
Name of Policyholder:

Address:

Countersigned by Bryce D. Mc Fall
(Resident Agent of Liberty Mutual Insurance Company)

Oklahoma
(State)

Sales Office

COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LP1-141-051246-024 TD92
Name of Policyholder:

Address:

Countersigned by
(Resident Agent of Liberty Mutual Insurance Company)

Sales Office

New Mexico
(State)

1710
PRINTED IN U.S.A.

DECLARATIONS

Comprehensive General Liability Policy

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE BOSTON

POLICY NO.		SALES OFFICE	CODE	SALESMAN	CODE	N/R CODE	1ST YEAR THIS POLICY
LP1- 141-051246-024	TD 92	Kansas City	448	B.Jensen	7298	3	36

Item 1. Named Insured Ash Grove Lime & Portland Cement Co., A Delaware Corporation

Address Fairfax Building, Kansas City, Missouri
No. Street Town or City Postal Zone No. State

☐ Individual ☐ Partnership ☒ Corporation ☐ ..... (other)

Business of the named insured is Manufacture and Sale of Lime and Cement

Item 2. Policy Period: From Mo. 1 Day 1 Year 64 to Mo. 1 Day 1 Year 65
12:01 A.M., standard time at the address of the named insured stated herein.

Item 3. The insurance afforded is only with respect to such and so many 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		ADVANCE PREMIUMS
A — BODILY INJURY LIABILITY	$ 100,000. $ 300,000. $ Not Insured	each person each accident aggregate products	$ 24.63
B — PROPERTY DAMAGE LIABILITY	$ 25,000. $ 25,000. $ 25,000. $ Not Insured $ 25,000.	each accident aggregate operations aggregate protective aggregate products aggregate contractual	$ 12.67
	TOTAL ESTIMATED ANNUAL	PREMIUM	$ 37.30

The premium for this policy is payable $ in advance, $ on first anniversary and $ on second anniversary.

Audit Basis:
At Expiration ☐ Annual ☒ Semi-Annual ☐ Quarterly ☐ Monthly ☐

Item 4. The declarations are completed on attached schedules designated
The rating classifications under the Description of Hazards in said schedules or any endorsements do not modify the exclusions or other terms of this policy, but
(a) part (1) of exclusion (j) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol x alone or in combination with any other symbols,
(b) part (2) of exclusion (j) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol c alone or in combination with any other symbols, or
(c) exclusion (k) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol u alone or in combination with any other symbols.

Location of all premises owned, rented or controlled by named insured (Enter "same" if same location as above address)	Interest of named insured in such premises (Enter "Owner," "General Lessee" or "Tenant")	Part occupied by Named Insured
See Page 2		

Item 5. The schedules disclose all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein:

The policy, including all endorsements issued therewith, is hereby countersigned by William Conroy
Authorized Representative

Work Units	Typed by	Rating Basis	Audit Basis	Periodic Payment	Home State	Pol. H.G.	Renewal of	Accounting Entry
20	SM 10-11-6 Date	☐ R ☒ NR	1	$	Mo.	☐ S	LP1- 023	$ Dividend for Exp. Period

1-

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Item 4. *Declarations — Schedule.*

Description of Hazards	Terr.	Premium Bases			Rates		Advance Premiums			
					Coverage A	Coverage B	Coverage A		Coverage B	
Division 1 — Premises — Operations	Code No.	(a) Remuneration (b) Area (e)	(c) Frontage	(d) No.	(a) Per $100 Remuneration (b) Per 100 Sq. Ft. of Area (c) Per Linear Ft. of Frontage (d) Per Unit (e)		MO 311 X CO 312 OL & T 313		MO 331 X CO 332 OL & T 333	
		See Schedule Attached								
Division 2 — Elevators				NO.	PER ELEVATOR		315		335	
Division 3 — Independent Contractors		COST			PER $100 OF COST		317		337	
Division 4 — Products — Completed Operations		SALES			PER $1000 OF SALES		310		330	
		Exclusion of Products Hazard Endorsement 370L Attached								
Contractual		NAME OF INDEMNITEE AND DATE OF CONTRACT					316		336	
Miscellaneous										
	9690	Special Coverage Premium					7	15	2	90
						Premium Totals	24	63	12	67
						Total Premium			37	30

Policy No. LP1- 141-051246-024 TD92

Page No. 1

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Item 4. ***Declarations — Schedule.***

Description of Hazards	Terr.	Premium Bases			Rates		Advance Premiums			
					Coverage A	Coverage B	Coverage A		Coverage B	
Division 1 — Premises — Operations	Code No.	(a) Remuneration (b) Area (e)	(c) Frontage	(d) No.	(a) Per $100 Remuneration (b) Per 100 Sq. Ft. of Area (c) Per Linear Ft. of Frontage (d) Per Unit (e)		MO 311 X CO 312 OL & T 313		MO 331 CO 332 OL & T 333	
		(a)			(a)	(a)				
Sales or Service Organizations-including clerical and salesmen - N.O.C.	3485									
Arkansas	3485	If any			.0051	.0023				
Iowa	3485	16,000.			.0034	.0023		54		37
Kansas	3485	41,000.			.0017	.0023		70		94
Minnesota	3485	If any			.0034	.0023				
Loc.#1 - Mo. 11th Fl.Fairfax Bldg. Kansas City	3485	227,000.			.0051	.0023	11	58	5	22
New Mexico	3485	If any			.0034	.0023				
Oklahoma	3485	5,000.			.0034	.0023		17		12
South Dakota	3485	8,000.			.0017	.0023		14		18
Loc.#2-Nebr. 1330 First National Bank Building, Omaha	3485	128,000.			.0034	.0023	4	35	2	94
B.I. Min.Prem.- 17.00 P.D. Min.Prem.- 8.70										
							17	48	9	77

Policy No. LPI-141-051246-024 TD92

Page No. 2

GPO 2127 R2 PRINTED IN U.S.A.

MISCELLANEOUS CHANGE ENDORSEMENT
(General Liability)

The policy of which this endorsement is issued to form a part is amended as indicated by typed entries hereunder:

Locations: Add: Loc. #3 - 13939 North Rivergate Blvd., Portland, Oregon

LIMITS OF LIABILITY

Coverage A — Bodily Injury Liability		Coverage — Property Damage Liability		Coverage	
$	each person	$	each accident	$	each person
$	each accident	$	aggregate operations	$	each accident
$	aggregate products	$	aggregate protective	$	aggregate
		$	aggregate products		
		$	aggregate contractual		

Item 4 — Division 1 - Operations (Coverage Code: B. I. 311 P. D. 331)

	Code No.	Premium Bases	Annual Rates		Advance Premiums			
		Remuneration	Coverage A	Coverage B	Coverage A	Coverage B	Coverage A	Coverage B
Add:								
Loc. #3	3485	If any	.0068	.0023	To be adjusted by Audit			

Adjustment of premium shall be made — Premium

Premium $ To be adjusted by audit

Periodic Payment $

Effective Date 1-1-64
Expiration Date 1-1-65
Audit Basis 1
For attachment to Policy No. LP1-141-051246-024 TD 92
Issued to Ash Grove Lime & Portland Cement Co. etal

LIBERTY MUTUAL INSURANCE COMPANY

George A. Potter, Secretary — Frank L. Farwell, President

Countersigned by William Conroy
AUTHORIZED REPRESENTATIVE

Work Count

11L ED. 2
LP LS LT LU
(10-1-63)

Issued 7-27 sd Sales Office and No. K. City 448 End. Serial No. 6

PERSONAL INJURY

Subject to the terms of the policy applicable to Bodily Injury Liability not inconsistent herewith, the company agrees to pay on behalf of the insured all sums which the insured shall become obliged to pay by reason of liability imposed upon him by law for damages, including damages for care and loss of services, because of personal injury other than bodily injury, not intentionally caused by the insured, resulting from false arrest, false imprisonment, detention, assault or assault and battery, slander, or libel, (except such slander or libel as results from any advertising or broadcasting activitites of the named insured), or malicious prosecution of any person or persons, provided such personal injury occurs during the policy period.

The limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to one person on any one occasion is $100,000.; the limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to two or more persons on any one occasion is, subject to the above provision respecting one person $300,000.

Code		Premium
9840	10% of M & C B.I. Premium	17.00 Minimum Premium (One Year)
		76.80 To be adjusted at audit

On file 11/16/6

LIBERTY MUTUAL INSURANCE COMPANY

Premium $ To be adjusted at audit

Effective Date 1-1-64
Expiration Date 1-1-65
Audit Basis 1
For attachment to Policy No. LP1-141-051246-024 TD92

Frank L. Farwell
PRESIDENT

George A. Potter
SECRETARY

Issued to Ash Grove Lime & Portland Cement Co., Etal.

(L44M)
Work Count

Countersigned by William Conroy
AUTHORIZED REPRESENTATIVE

102 ED. 2 NS PRINTED IN U.S.A. Issued SM 1-14-64 Sales Office & No. Kansas City 448 End. Serial No. 5

MISCELLANEOUS CHANGE ENDORSEMENT
(Comprehensive General Liability)

The policy of which this endorsement is issued to form a part is amended as indicated by typed entries hereunder:

1. Policy Period: From to
12:01 A.M., standard time at the address of the named insured.

2. Locations:

LIMITS OF LIABILITY			
Coverage A — Bodily Injury Liability		Coverage B — Property Damage Liability	
$	each person	$	each accident
$	each accident	$	aggregate operations
$	aggregate products	$	aggregate protective
		$	aggregate products
		$	aggregate contractual

Item 4 — Division 1 - Operations (Coverage Code: B. I. 311 P. D. 331)

Delete:	Code No.	Premium Bases	Annual Rates Coverage A	Annual Rates Coverage B	Advance Premiums Coverage A	Advance Premiums Coverage B	Advance Premiums Coverage A	Advance Premiums Coverage B
	Remuneration		Per 100 Remuneration					
Arkansas	3485	If any	.0051	.0023	To be adjusted at audit			
Minnesota	3485	If any	.0034	.0023				
New Mexico	3485	If any	.0034	.0023				

Minimum Premiums: Coverage A: $ Coverage B: $ Premium

Effective Date 1-1-64
Expiration Date 1-1-65
Audit Basis 1
For attachment
to Policy No. LP1-141-051246-024 TD92
Premium Adjustment — $ To be adjusted at audit

Issued to Ash Grove Lime & Portland Cement Co., A Delaware Corporation

LIBERTY MUTUAL INSURANCE COMPANY

George A. Potter, Secretary — Frank L. Farwell, President

Periodic Payment $

Work Count
Size Unit

Countersigned by William Conroy
AUTHORIZED REPRESENTATIVE

11L Ed. 1
LP
(4-1-59)

Issued 1r 12-30-63

Sales Office and No. Kansas City 448

End. Serial No. 4

INTERPRETIVE ENDORSEMENT

It is agreed that such insurance as is afforded by this policy does not apply with respect to the manufacturing operations of the insured, such operations being self insured.

LIBERTY MUTUAL INSURANCE COMPANY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LP1-141-051246-024 TD92

Issued to

Frank L. Farwell
PRESIDENT

George A. Potter
SECRETARY

Work Count

Countersigned by William Conroy
AUTHORIZED REPRESENTATIVE

102 ED. 2 NS Issued Sales Office & No. End. Serial No. 3

EXCLUSION OF PRODUCTS AND COMPLETED OPERATIONS HAZARDS

It is agreed:

1. The definition of the term "Products Hazard" appearing in Condition 3(c) of the policy is hereby deleted.
2. The following definitions are added to Condition 3 of the policy:

   (c) **PRODUCTS HAZARD** The term "products hazard" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the injury, sickness, disease, death or destruction occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such injury, sickness, disease, death or destruction occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in division 1 of Item 4 of the declarations excludes any part of the foregoing; 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.

   (e) **COMPLETED OPERATIONS HAZARD** The term "completed operations hazard" means work completed by or for the named insured, including but not limited to services, material, parts or equipment furnished in connection therewith or incorporated therein, if the injury, sickness, disease, death or destruction occurs after operations in connection with such work have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, work shall not be deemed incomplete because improperly or defectively performed or because further work may be required pursuant to an agreement; provided, further, the following shall not be deemed to be "work" within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and (d) work for which the classification stated in division 1 of Item 4 of the declarations specifically includes completed operations.

   Injury, sickness, disease, death or destruction occurring away from premises owned, rented or controlled by the named insured and arising out of work which has been completed by or for the named insured and which has been put to its intended use by any person or organization, other than another contractor or subcontractor performing operations in connection with the project of which the named insured's work is a part, shall be deemed to arise out of the completed operations hazard.
3. The policy does not apply to the products hazard or the completed operations hazard as defined herein.

LIBERTY MUTUAL INSURANCE COMPANY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LP1-141-051246-024 TD92

Issued to

Frank L. Farwell
PRESIDENT

George A. Potter
SECRETARY

Countersigned by William Conroy
AUTHORIZED REPRESENTATIVE

370L
LP
(4-24-61)
PRINTED IN U.S.A.

Issued Sales Office and No. End. Serial No. 1

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that the 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;

(Continued on Page 2)

"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.

LIBERTY MUTUAL INSURANCE COMPANY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LP1-141-051246-024 TD92

Issued to

Frank L. Farwell
PRESIDENT

George A. Potter
SECRETARY

Countersigned by William Conroy
AUTHORIZED REPRESENTATIVE

Issued

Endorsement Serial No. 2

2234
MB A&G 661A
10-1-59
Page 2

SHORT RATE CANCELATION TABLE

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5	154–156	53
2	6	157–160	54
3– 4	7	161–164	55
5– 6	8	165–167	56
7– 8	9	168–171	57
9– 10	10	172–175	58
11– 12	11	176–178	59
13– 14	12	179–182 (6 mos.)	60
15– 16	13	183–187	61
17– 18	14	188–191	62
19– 20	15	192–196	63
21– 22	16	197–200	64
23– 25	17	201–205	65
26– 29	18	206–209	66
30– 32 (1 mo.)	19	210–214 (7 mos.)	67
33– 36	20	215–218	68
37– 40	21	219–223	69
41– 43	22	224–228	70
44– 47	23	229–232	71
48– 51	24	233–237	72
52– 54	25	238–241	73
55– 58	26	242–246 (8 mos.)	74
59– 62 (2 mos.)	27	247–250	75
63– 65	28	251–255	76
66– 69	29	256–260	77
70– 73	30	261–264	78
74– 76	31	265–269	79
77– 80	32	270–273 (9 mos.)	80
81– 83	33	274–278	81
84– 87	34	279–282	82
88– 91 (3 mos.)	35	283–287	83
92– 94	36	288–291	84
95– 98	37	292–296	85
99–102	38	297–301	86
103–105	39	302–305 (10 mos.)	87
106–109	40	306–310	88
110–113	41	311–314	89
114–116	42	315–319	90
117–120	43	320–323	91
121–124 (4 mos.)	44	324–328	92
125–127	45	329–332	93
128–131	46	333–337 (11 mos.)	94
132–135	47	338–342	95
136–138	48	343–346	96
139–142	49	347–351	97
143–146	50	352–355	98
147–149	51	356–360	99
150–153 (5 mos.)	52	361–365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

COMPREHENSIVE GENERAL LIABILITY POLICY

NO. LPI-141-051246-624

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE: BOSTON

The Company that stands by you

a
162

THIS POLICY IS NONASSESSABLE

OFFICES IN PRINCIPAL CITIES THROUGHOUT THE UNITED STATES AND CANADA

Appendix77e-000146

COMPREHENSIVE GENERAL LIABILITY POLICY

1-1-65-66

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance 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, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

(A mutual insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I **Coverage A — BODILY INJURY LIABILITY** To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person and caused by accident.

Coverage B — PROPERTY DAMAGE LIABILITY To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident.

DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS With respect to such insurance as is afforded by this policy, the company shall:

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

(b) (1) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;

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

(3) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;

(4) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request;

and the amounts so incurred, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this policy.

III **DEFINITION OF INSURED** The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such, and any organization or proprietor with respect to real estate management for the named insured. If the named insured is a partnership, the unqualified word "insured" also includes any partner therein but only with respect to his liability as such.

IV **POLICY PERIOD, TERRITORY** This policy applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

(a) to liability assumed by the insured under any contract or agreement except (1) a contract as defined herein or (2) as respects the insurance which is afforded for the Products Hazard as defined, a warranty of goods or products;

(b) to any obligation for which the insured may be held liable in an action on a contract or an agreement by a person not a party thereto;

(c) except with respect to operations performed by independent contractors and except with respect to liability assumed by the insured under a contract as defined herein, to the ownership, maintenance, operation, use, loading or unloading of (1) watercraft if the accident occurs away from premises owned by, rented to or controlled by the named insured, except insofar as this part of this exclusion is stated in the declarations to be inapplicable, (2) automobiles if the accident occurs away from such premises or the ways immediately adjoining, or (3) aircraft;

(d) to injury, sickness, disease, death or destruction 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 any contract or agreement or (2) expenses under Insuring Agreement II (b) (3);

(e) to liability imposed upon the insured or any indemnitee, as a person or organization engaged in the business of manufacturing, selling or distributing alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of any statute or ordinance pertaining to the sale, gift, distribution or use of any alcoholic beverage;

(f) under coverage A, 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;

(g) under coverage A, except with respect to liability as-

sumed by the insured under a contract as defined herein, to bodily injury to or sickness, disease or death of any employee of the insured arising out of and in the course of his employment by the insured;

(h) under coverage B, to injury to or destruction of (1) property owned or occupied by or rented to the insured, or (2) except with respect to liability under sidetrack agreements covered by this policy, property used by the insured, or (3) except with respect to liability under such sidetrack agreements or the use of elevators or escalators at premises owned by, rented to or controlled by the named insured, property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control, or (4) 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 named insured, out of which the accident arises;

(i) under coverage B, to injury to or destruction of buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the named insured: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for firehose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or 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 exclusion does not apply to loss due to fire, to the use of elevators or escalators or to operations performed by independent contractors;

(j) under coverage B, to injury to or destruction of any property arising out of (1) blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due (a) to grading of land, excavation, borrowing, filling, back-filling, tunneling, pile driving, coffer-dam work or caisson work, or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; provided, however, this exclusion does not apply with respect to liability assumed by the insured under any contract covered by this policy, to operations performed for the named insured by independent contractors or to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, and provided further that part (1) or part (2) of this exclusion does not apply to operations stated, in the declarations or in the company's manual, as not subject to such part of this exclusion;

(k) under coverage B, to injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating or drilling, or to injury to or destruction of property at any time resulting therefrom; provided, however, this exclusion does not apply with respect to liability assumed by the insured under any contract covered by this policy, to operations performed for the named insured by independent contractors, to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, or to operations stated, in the declarations or in the company's manual, as not subject to this exclusion.

CONDITIONS

1 **PREMIUM** The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The advance 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 advance 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.

When used as a premium basis:

(1) the word "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

(2) the word "cost" means the total cost to (a) the named insured with respect to operations performed for the named insured during the policy period by independent contractors, or (b) any indemnitee with respect to any contract covered by this policy, of all work let or sublet in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

(3) the word "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

(4) the word "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than drivers of teams or automobiles 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;

a-16

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

The named insured shall maintain for each hazard records of the information necessary for premium computation on the basis stated in the declarations, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2 **INSPECTION AND AUDIT** The company shall be permitted to inspect the insured premises, operations and elevators and 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 bases or the subject matter of this insurance.

3 **DEFINITIONS** **(a) Contract** The word "contract" means, if in writing, a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement, or elevator or escalator maintenance agreement.

(b) Automobile The word "automobile" means a land motor vehicle, trailer or semitrailer, provided:

(1) the following described equipment shall be deemed an automobile while towed by or carried on an automobile not so described, but not otherwise: if of the crawler-type, any tractor, power crane or shovel, ditch or trench digger; any farm-type tractor; any concrete mixer other than of the mix-in-transit type; any grader, scraper, roller or farm implement; and, if not subject to motor vehicle registration, any other equipment not specified in (2) below, which is designed for use principally off public roads.

(2) The following described equipment shall be deemed an automobile while towed by or carried on an automobile as above defined solely for purposes of transportation or while being operated solely for locomotion, but not otherwise: if of the non-crawler type, any power crane, or shovel, ditch or trench digger; and any air-compressing, building or vacuum cleaning, spraying or welding equipment or well drilling machinery.

(c) Products Hazard The term "products hazard" means

(1) goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the accident occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such accident occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in division 1 of the declarations excludes any part of the foregoing; 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;

(2) operations, if the accident occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and (d) operations for which the classification stated in division 1 of the declarations specifically includes completed operations.

(d) Assault and Battery Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

LIMITS OF LIABILITY — Coverage A The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one accident. 4

LIMITS OF LIABILITY — Products Subject to the limit of liability with respect to "each accident", the limits of bodily injury liability and property damage liability stated in the declarations as "aggregate products" are respectively the total limits of the company's liability for all damages arising out of the products hazard. All such damages arising out of one lot of goods or products prepared or acquired by the named insured or by another trading under his name shall be considered as arising out of one accident. 5

LIMITS OF LIABILITY — Coverage B The limit of property damage liability stated in the declarations as applicable to "each accident" 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 organizations, including the loss of use thereof, as the result of any one accident. 6

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate operations" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by the ownership, maintenance or use of premises

or operations rated on a remuneration premium basis or by contractors' equipment rated on a receipts premium basis.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate protective" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by operations performed for the named insured by independent contractors or general supervision thereof by the named insured, except (a) maintenance and repairs at premises owned by or rented to the named insured and (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate contractual" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, with respect to liability assumed by the insured under contracts covered by this policy in connection with operations for which there is an "aggregate operations" limit of property damage liability stated in the declarations.

The limits of property damage liability stated in the declarations as "aggregate operations", "aggregate protective" and "aggregate contractual" apply separately to each project with respect to operations being performed away from premises owned by or rented to the named insured.

7 **SEVERABILITY OF INTERESTS** The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

8 **NOTICE OF ACCIDENT** When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

9 **NOTICE OF CLAIM OR SUIT** 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.

10 **ASSISTANCE AND COOPERATION OF THE INSURED** The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

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

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

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

OTHER INSURANCE If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss. 12

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. 13

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 the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company. 14

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, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancelation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancelation of this policy. 15

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 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. 16

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.

Appendix77e-000150

17 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.

MUTUAL POLICY CONDITIONS This policy is non-assessable. 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. **18**

company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, rized representative of the company.

Frank L. Farwell

PRESIDENT

COUNTERSIGNATURE OF RESIDENT AGENT

The plicy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of therisk located in the state in which the Resident Agent resides.

Policy Number: LP1-541-051246-025 TD92
Name of Policyholder:

Address:

Countersigned by [signature]
(Resident Agent of Liberty Mutual Insurance Company)

Oklahoma
(State)

Sales Office

1710

DECLARATIONS

Comprehensive General Liability Policy

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE BOSTON

POLICY NO.	SALES OFFICE	CODE	SALESMAN	CODE	N/R CODE	1ST YEAR THIS POLICY
LP1-541-051246-025 TD 92	Kansas City	448	B. Jensen	7298	2	36

Item 1. Named Insured Ash Grove Lime & Portland Cement Co.: A Delaware Corporation

Address Fairfax Building, Kansas City, Missouri
No. Street Town or City Postal Zone No. State

☐ Individual ☐ Partnership ☒ Corporation ☐ ..... (other)

Business of the named insured is Manufacture and Sale of Lime and Cement

Item 2. Policy Period: From Mo. 1 Day 1 Year 65 to Mo. 1 Day 1 Year 66
12:01 A.M., standard time at the address of the named insured stated herein.

Item 3. The insurance afforded is only with respect to such and so many 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		ADVANCE PREMIUMS
A — BODILY INJURY LIABILITY	$ 100,000.	each person	$ 34.34
	$ 300,000.	each accident	
	$ Not Insured	aggregate products	
B — PROPERTY DAMAGE LIABILITY	$ 25,000.	each accident	$ 9.71
	$ 25,000.	aggregate operations	
	$ 25,000.	aggregate protective	
	$ Not Insured	aggregate products	
	$ 25,000.	aggregate contractual	
	Total Estimated Annual PREMIUM		$ 44.05

The premium for this policy is payable $ in advance, $ on first anniversary and $ on second anniversary.

Audit Basis:
At Expiration ☐ Annual ☒ Semi-Annual ☐ Quarterly ☐ Monthly ☐

Item 4. The declarations are completed on attached schedules designated Pages 1 & 2
The rating classifications under the Description of Hazards in said schedules or any endorsements do not modify the exclusions or other terms of this policy, but
(a) part (1) of exclusion (j) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol x alone or in combination with any other symbols,
(b) part (2) of exclusion (j) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol c alone or in combination with any other symbols, or
(c) exclusion (k) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol u alone or in combination with any other symbols.

Location of all premises owned, rented or controlled by named insured (Enter "same" if same location as above address)	Interest of named insured in such premises (Enter "Owner," "General Lessee" or "Tenant")	Part occupied by Named Insured
See Page 2		

Item 5. The schedules disclose all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein:

The policy, including all endorsements issued therewith, is hereby countersigned by William Conroy
Authorized Representative

Work Units	Typed by	Rating Basis	Audit Basis	Periodic Payment	Home State	Pol. H.G.	Renewal of	Accounting Entry
1- 15	10-26-64 Date rd	☐ R ☒ NR	1	$	Mo.	☐ S	LP1-141-4	$ Dividend for Exp. Period

GPO 2121 R4 PRINTED IN U.S.A.

Item 4. *Declarations — Schedule.*

Description of Hazards	Terr.	Premium Bases			Rates		Advance Premiums			
					Coverage A	Coverage B	Coverage A		Coverage B	
Division 1 — Premises — Operations	Code No.	(a) Remuneration (b) Area (c)	(c) Frontage	(d) No.	(a) Per $100 Remuneration (b) Per 100 Sq. Ft. of Area (c) Per Linear Ft. of Frontage (d) Per Unit (e)		MO 311 X CO 312 OL & T 313		MO 331 X CO 332 OL & T 333	
		See Schedule Attached								
Division 2 — Elevators				No.	Per Elevator		315		335	
Division 3 — Independent Contractors		Cost			Per $100 of Cost		317		337	
Division 4 — Products — Completed Operations		Sales			Per $1000 of Sales		310		330	
		Exclusion of Products Hazard Endorsement 370L Attached								
Contractual		Name of Indemnitee and Date of Contract					316		336	
Miscellaneous										
End. #4	9840	Personal Injury					17	00		
						Premium Totals	34	34	9	71
						Total Premium			44	05

Policy No. LP1- 541-051246-025 TD92

Page No. 1

GPO 2168 R4

Item 4. *Declarations — Schedule.*

Description of Hazards	Terr.	Premium Bases			Rates		Advance Premiums	
					Coverage A	Coverage B	Coverage A	Coverage B
Division 1 — Premises — Operations	Code No.	(a) Remuneration (b) Area (e)	(c) Frontage	(d) No.	(a) Per $100 Remuneration (b) Per 100 Sq. Ft. of Area (c) Per Linear Ft. of Frontage (d) Per Unit (e)		MO 311 X CO 312 OL & T 313	MO 331 CO 332 OL & T 333
Sales or Service Organizations	3485	(a)						
Iowa	3485	17,800.			.0034	.0023	61	41
Kansas	3485	41,000.			.0017	.0023	70	94
Missouri Loc. #1 11th Floor, Fairfax Bldg., Kansas City	3485	224,000.			.0051	.0023	11 42	5 15
Nebraska Loc. #2 1330 First National Bank Building, Omaha	3485	126,200.			.0034	.0023	4 29	2 90
Oklahoma	3485	5,200.			.0034	.0023	18	12
Oregon Loc. #3 13939 North Rivergate Blvd., Portland	3485	If any			.0068	.0023		
South Dakota	3485	8,200.			.0017	.0023	14	19
B. I. Min. Prem. 17.00 P. D. Min. Prem. 8.70								
							17 34	9 71

Policy No. LPI-541-051246-025 TD92

GPO 2127 R2 PRINTED IN U.S.A.

PERSONAL INJURY

Subject to the terms of the policy applicable to Bodily Injury Liability not inconsistent herewith, the company agrees to pay on behalf of the insured all sums which the insured shall become obliged to pay by reason of liability imposed upon him by law for damages, including damages for care and loss of services, because of personal injury other than bodily injury, not intentionally caused by the insured, resulting from false arrest, false imprisonment, detention, assault or assault and bettery, slander, or libel, (except such slander of libel as results from any advertising or broadcasting activities of the named insured), or malicious prosecution of any person or persons, provided such personal injury occurs during the policy period.

The limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to one person on any one occasion is $100,000.; the limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to two or more persons on any one occasion is, subject to the above provision respecting one person $300,000.

Code		Premium
9840	10% of M & C B.I. Premium (17.34)	17.00 Minimum Premium

LIBERTY MUTUAL INSURANCE COMPANY

Premium $ Included in Policy Premium

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy or Bond No. LP1-541-051246-025 TD92

Issued to

Frank L. Farwell
PRESIDENT

Bruce E. Boorman
SECRETARY

Work Count

Countersigned by William Conway
AUTHORIZED REPRESENTATIVE

L44M
102

Issued

Sales Office & No.

End. Serial No. 4

INTERPRETIVE ENDORSEMENT

It is agreed that such insurance as is afforded by this policy does not apply with respect to the manufacturing operations of the insured, such operations being self insured.

LIBERTY MUTUAL INSURANCE COMPANY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy or Bond No. LP1-541-051246-025 TD92

Issued to

Frank L. Farwell
PRESIDENT

Bruce E. Boorman
SECRETARY

Work Count

102

Issued

Countersigned by William Conway
AUTHORIZED REPRESENTATIVE

Sales Office & No.

End. Serial No. 3

EXCLUSION OF PRODUCTS AND COMPLETED OPERATIONS HAZARDS

It is agreed:

1. The definition of the term "Products Hazard" appearing in Condition 3(c) of the policy is hereby deleted.
2. The following definitions are added to Condition 3 of the policy:

   (c) **PRODUCTS HAZARD** The term "products hazard" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the injury, sickness, disease, death or destruction occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such injury, sickness, disease, death or destruction occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in division 1 of Item 4 of the declarations excludes any part of the foregoing; 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.

   (e) **COMPLETED OPERATIONS HAZARD** The term "completed operations hazard" means work completed by or for the named insured, including but not limited to services, material, parts or equipment furnished in connection therewith or incorporated therein, if the injury, sickness, disease, death or destruction occurs after operations in connection with such work have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, work shall not be deemed incomplete because improperly or defectively performed or because further work may be required pursuant to an agreement; provided, further, the following shall not be deemed to be "work" within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and (d) work for which the classification stated in division 1 of Item 4 of the declarations specifically includes completed operations.

   Injury, sickness, disease, death or destruction occurring away from premises owned, rented or controlled by the named insured and arising out of work which has been completed by or for the named insured and which has been put to its intended use by any person or organization, other than another contractor or subcontractor performing operations in connection with the project of which the named insured's work is a part, shall be deemed to arise out of the completed operations hazard.
3. The policy does not apply to the products hazard or the completed operations hazard as defined herein.

LIBERTY MUTUAL INSURANCE COMPANY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LP1-541-051246-025 TD92

Issued to

Frank L. Farwell
PRESIDENT

Bruce E. Boorman
SECRETARY

370L
LP
(4-24-61)
PRINTED IN U.S.A.

Countersigned by William Conway
AUTHORIZED REPRESENTATIVE

Issued

Sales Office and No.

End. Serial No. 1

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that the 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;

(Continued on Page 2)

"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.

LIBERTY MUTUAL INSURANCE COMPANY

Premium $

Frank L. Farwell
PRESIDENT

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LP1-541-051246-025 TD92

George A. Potter
SECRETARY

Issued to

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Issued

Endorsement Serial No. 2

2234
MB A&G 661A
10-1-59
Page 2
PRINTED IN U.S.A.

SHORT RATE CANCELATION TABLE

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5	154–156	53
2	6	157–160	54
3– 4	7	161–164	55
5– 6	8	165–167	56
7– 8	9	168–171	57
9– 10	10	172–175	58
11– 12	11	176–178	59
13– 14	12	179–182 (6 mos.)	60
15– 16	13	183–187	61
17– 18	14	188–191	62
19– 20	15	192–196	63
21– 22	16	197–200	64
23– 25	17	201–205	65
26– 29	18	206–209	66
30– 32 (1 mo.)	19	210–214 (7 mos.)	67
33– 36	20	215–218	68
37– 40	21	219–223	69
41– 43	22	224–228	70
44– 47	23	229–232	71
48– 51	24	233–237	72
52– 54	25	238–241	73
55– 58	26	242–246 (8 mos.)	74
59– 62 (2 mos.)	27	247–250	75
63– 65	28	251–255	76
66– 69	29	256–260	77
70– 73	30	261–264	78
74– 76	31	265–269	79
77– 80	32	270–273 (9 mos.)	80
81– 83	33	274–278	81
84– 87	34	279–282	82
88– 91 (3 mos.)	35	283–287	83
92– 94	36	288–291	84
95– 98	37	292–296	85
99–102	38	297–301	86
103–105	39	302–305 (10 mos.)	87
106–109	40	306–310	88
110–113	41	311–314	89
114–116	42	315–319	90
117–120	43	320–323	91
121–124 (4 mos.)	44	324–328	92
125–127	45	329–332	93
128–131	46	333–337 (11 mos.)	94
132–135	47	338–342	95
136–138	48	343–346	96
139–142	49	347–351	97
143–146	50	352–355	98
147–149	51	356–360	99
150–153 (5 mos.)	52	361–365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

COMPREHENSIVE GENERAL LIABILITY POLICY

No. LP1-541-251246-025

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE: BOSTON

The Company that stands by you

THIS POLICY IS NONASSESSABLE.

OFFICES

IN

PRINCIPAL CITIES

THROUGHOUT

THE

UNITED STATES,

AND

CANADA

Appendix77e-000160

1-1-66-67

COMPREHENSIVE GENERAL LIABILITY POLICY

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance 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, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

(A mutual insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I **Coverage A — BODILY INJURY LIABILITY** To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person and caused by accident.

Coverage B — PROPERTY DAMAGE LIABILITY To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident.

II **DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS** With respect to such insurance as is afforded by this policy, the company shall:

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

(b) (1) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;

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

(3) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;

(4) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request;

and the amounts so incurred, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this policy.

III **DEFINITION OF INSURED** The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such, and any organization or proprietor with respect to real estate management for the named insured. If the named insured is a partnership, the unqualified word "insured" also includes any partner therein but only with respect to his liability as such.

IV **POLICY PERIOD, TERRITORY** This policy applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

(a) to liability assumed by the insured under any contract or agreement except (1) a contract as defined herein or (2) as respects the insurance which is afforded for the Products Hazard as defined, a warranty of goods or products;

(b) to any obligation for which the insured may be held liable in an action on a contract or an agreement by a person not a party thereto;

(c) except with respect to operations performed by independent contractors and except with respect to liability assumed by the insured under a contract as defined herein, to the ownership, maintenance, operation, use, loading or unloading of (1) watercraft if the accident occurs away from premises owned by, rented to or controlled by the named insured, except insofar as this part of this exclusion is stated in the declarations to be inapplicable, (2) automobiles if the accident occurs away from such premises or the ways immediately adjoining, or (3) aircraft;

(d) to injury, sickness, disease, death or destruction 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 any contract or agreement or (2) expenses under Insuring Agreement II (b) (3);

(e) to liability imposed upon the insured or any indemnitee, as a person or organization engaged in the business of manufacturing, selling or distributing alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of any statute or ordinance pertaining to the sale, gift, distribution or use of any alcoholic beverage;

(f) under coverage A, 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;

(g) under coverage A, except with respect to liability as-

sumed by the insured under a contract as defined herein, to bodily injury to or sickness, disease or death of any employee of the insured arising out of and in the course of his employment by the insured;

(h) under coverage B, to injury to or destruction of (1) property owned or occupied by or rented to the insured, or (2) except with respect to liability under sidetrack agreements covered by this policy, property used by the insured, or (3) except with respect to liability under such sidetrack agreements or the use of elevators or escalators at premises owned by, rented to or controlled by the named insured, property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control, or (4) 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 named insured, out of which the accident arises;

(i) under coverage B, to injury to or destruction of buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the named insured: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for firehose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or 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 exclusion does not apply to loss due to fire, to the use of elevators or escalators or to operations performed by independent contractors;

(j) under coverage B, to injury to or destruction of any property arising out of (1) blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due (a) to grading of land, excavation, borrowing, filling, back-filling, tunneling, pile driving, coffer-dam work or caisson work, or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; provided, however, this exclusion does not apply with respect to liability assumed by the insured under any contract covered by this policy, to operations performed for the named insured by independent contractors or to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, and provided further that part (1) or part (2) of this exclusion does not apply to operations stated, in the declarations or in the company's manual, as not subject to such part of this exclusion;

(k) under coverage B, to injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating or drilling, or to injury to or destruction of property at any time resulting therefrom; provided, however, this exclusion does not apply with respect to liability assumed by the insured under any contract covered by this policy, to operations performed for the named insured by independent contractors, to completed or abandoned operations within the meaning of paragraph 2 of the Products Hazard, or to operations stated, in the declarations or in the company's manual, as not subject to this exclusion.

CONDITIONS

1 PREMIUM The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The advance 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 advance 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.

When used as a premium basis:

(1) the word "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

(2) the word "cost" means the total cost to (a) the named insured with respect to operations performed for the named insured during the policy period by independent contractors, or (b) any indemnitee with respect to any contract covered by this policy, of all work let or sublet in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

(3) the word "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

(4) the word "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than drivers of teams or automobiles and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;

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

The named insured shall maintain for each hazard records of the information necessary for premium computation on the basis stated in the declarations, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2 **INSPECTION AND AUDIT** The company shall be permitted to inspect the insured premises, operations and elevators and 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 bases or the subject matter of this insurance.

3 **DEFINITIONS (a) Contract** The word "contract" means, if in writing, a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement, or elevator or escalator maintenance agreement.

(b) Automobile The word "automobile" means a land motor vehicle, trailer or semitrailer, provided:

(1) the following described equipment shall be deemed an automobile while towed by or carried on an automobile not so described, but not otherwise: if of the crawler-type, any tractor, power crane or shovel, ditch or trench digger; any farm-type tractor; any concrete mixer other than of the mix-in-transit type; any grader, scraper, roller or farm implement; and, if not subject to motor vehicle registration, any other equipment not specified in (2) below, which is designed for use principally off public roads.

(2) The following described equipment shall be deemed an automobile while towed by or carried on an automobile as above defined solely for purposes of transportation or while being operated solely for locomotion, but not otherwise: if of the non-crawler type, any power crane, or shovel, ditch or trench digger; and any air-compressing, building or vacuum cleaning, spraying or welding equipment or well drilling machinery.

(c) Products Hazard The term "products hazard" means

(1) goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the accident occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such accident occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in division 1 of the declarations excludes any part of the foregoing; 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;

(2) operations, if the accident occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and (d) operations for which the classification stated in division 1 of the declarations specifically includes completed operations.

(d) Assault and Battery Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

LIMITS OF LIABILITY — Coverage A The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one accident. 4

LIMITS OF LIABILITY — Products Subject to the limit of liability with respect to "each accident", the limits of bodily injury liability and property damage liability stated in the declarations as "aggregate products" are respectively the total limits of the company's liability for all damages arising out of the products hazard. All such damages arising out of one lot of goods or products prepared or acquired by the named insured or by another trading under his name shall be considered as arising out of one accident. 5

LIMITS OF LIABILITY — Coverage B The limit of property damage liability stated in the declarations as applicable to "each accident" 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 organizations, including the loss of use thereof, as the result of any one accident. 6

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate operations" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by the ownership, maintenance or use of premises

or operations rated on a remuneration premium basis or by contractors' equipment rated on a receipts premium basis.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate protective" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by operations performed for the named insured by independent contractors or general supervision thereof by the named insured, except (a) maintenance and repairs at premises owned by or rented to the named insured and (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

Subject to the limit of liability with respect to "each accident", the limit of property damage liability stated in the declarations as "aggregate contractual" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, with respect to liability assumed by the insured under contracts covered by this policy in connection with operations for which there is an "aggregate operations" limit of property damage liability stated in the declarations.

The limits of property damage liability stated in the declarations as "aggregate operations", "aggregate protective" and "aggregate contractual" apply separately to each project with respect to operations being performed away from premises owned by or rented to the named insured.

7 **SEVERABILITY OF INTERESTS** The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

8 **NOTICE OF ACCIDENT** When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

9 **NOTICE OF CLAIM OR SUIT** 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.

10 **ASSISTANCE AND COOPERATION OF THE INSURED** The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

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

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

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

12 **OTHER INSURANCE** If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

13 **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.

14 **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 the President or a Vice-President and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

15 **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, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancelation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancelation of this policy.

16 **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 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.

17 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.

MUTUAL POLICY CONDITIONS This policy is non-assessable. 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 company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Boorman
SECRETARY

Frank L. Farwell
PRESIDENT

DECLARATIONS

Comprehensive General Liability Policy

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE BOSTON

POLICY NO.		SALES OFFICE	CODE	SALESMAN	CODE	N/R CODE	1ST YEAR THIS POLICY
LP1-541-051246-026	TD 92	Kansas City	448	D.S.Mc Candless	6506	2	36

Item 1. Named Insured Ash Grove Lime & Portland Cement Co., A Delaware Corporation

Address Fairfax Bldg., Kansas City, Mo.
No. Street Town or City Postal Zone No. State

☐ Individual ☐ Partnership ☒ Corporation ☐ ..... (other)

Business of the named insured is Manufacture and Sale of Lime and Cement

Item 2. Policy Period: From Mo. 1 Day 1 Year 66 to Mo. 1 Day 1 Year 67
12:01 A.M., standard time at the address of the named insured stated herein.

Item 3. The insurance afforded is only with respect to such and so many 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		ADVANCE PREMIUMS
A — BODILY INJURY LIABILITY	$ 100,000.	each person	$ 31.85
	$ 300,000.	each accident	
	$ Not Insured	aggregate products	
B — PROPERTY DAMAGE LIABILITY	$ 25,000.	each accident	$ 10.08
	$ 25,000.	aggregate operations	
	$ 25,000.	aggregate protective	
	$ Not Insured	aggregate products	
	$ 25,000.	aggregate contractual	
MINIMUM PREMIUM	Total Estimated Annual PREMIUM		$ 41.93

The premium for this policy is payable $ in advance, $ on first anniversary and $ on second anniversary.

Audit Basis:
At Expiration ☐ Annual ☒ Semi-Annual ☐ Quarterly ☐ Monthly ☐

Item 4. The declarations are completed on attached schedules designated page 1
The rating classifications under the Description of Hazards in said schedules or any endorsements do not modify the exclusions or other terms of this policy, but
(a) part (1) of exclusion (j) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol x alone or in combination with any other symbols,
(b) part (2) of exclusion (j) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol c alone or in combination with any other symbols, or
(c) exclusion (k) does not apply to operations under any classification shown in this policy unless its code number is followed by the symbol u alone or in combination with any other symbols.

Location of all premises owned, rented or controlled by named insured (Enter "same" if same location as above address)	Interest of named insured in such premises (Enter "Owner," "General Lessee" or "Tenant")	Part occupied by Named Insured
See Page 1		

Item 5. The schedules disclose all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein:

The policy, including all endorsements issued therewith, is hereby countersigned by William Conroy
Authorized Representative

Work Units	Typed by	Rating Basis	Audit Basis	Periodic Payment	Home State	Pol. H.G.	Renewal of	Accounting Entry
1-15	11-17-65 Date rd	☐ R ☒ NR	1	$	Mo.	☐ S	LP1-5	$ Dividend for Exp. Period

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Item 4. ***Declarations — Schedule.***

Description of Hazards	Terr.	Premium Bases			Rates		Advance Premiums			
					Coverage A	Coverage B	Coverage A		Coverage B	
Division 1 — Premises — Operations	Code No.	(a) Remuneration (b) Area (e)	(c) Frontage	(d) No.	(a) Per $100 Remuneration (b) Per 100 Sq. Ft. of Area (c) Per Linear Ft. of Frontage (d) Per Unit (e)		MO 311 X CO 312 OL & T 313		MO 331 X CO 332 OL & T 333	
Sales or Service Organizations	3485	(a)								
Iowa	3485	23,800.			.0051	.0023	1	21		55
Kans.	3485	41,700.			.0034	.0023	1	42		96
Loc. #1- Mo. 11th Floor, Fairfax Bldg., Kansas City	3485	230,500.			.0051	.0023	11	76	5	30
Loc. #2 - Nebr. 1330 First National Bank Bldg., Omaha	3485	119,300.			.0017	.0023	2	03	2	74
Okla.	3485	5,200.			.0034	.0035		18		18
Loc. #3 - Oreg. 13939 No. Rivergate Blvd. Portland	3485	13,300.			.0068	.0023		90		31
S. Dak.	3485	1,600.			.0034	.0023		05		04
							17	55	10	08
R.I. Min. Prem. - 17.00 P.D. Min. Prem. - 8.70										
Miscellaneous										
	9840	Personal Injury End. #1					14	30		
							31	85	10	08

Omaha — 1.76 4.77 9 6.62

KC 2.38 17.06 1.36 1.21 14.30 35.31 6.62 41.93

Policy No. LP1-541-051246-026 TD92

Page No. 1

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EXCLUSION OF PRODUCTS AND COMPLETED OPERATIONS HAZARDS

It is agreed:

1. The definition of the term "Products Hazard" appearing in Condition 3(c) of the policy is hereby deleted.
2. The following definitions are added to Condition 3 of the policy:

   (c) **PRODUCTS HAZARD** The term "products hazard" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the injury, sickness, disease, death or destruction occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such injury, sickness, disease, death or destruction occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in division 1 of Item 4 of the declarations excludes any part of the foregoing; 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.

   (e) **COMPLETED OPERATIONS HAZARD** The term "completed operations hazard" means work completed by or for the named insured, including but not limited to services, material, parts or equipment furnished in connection therewith or incorporated therein, if the injury, sickness, disease, death or destruction occurs after operations in connection with such work have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, work shall not be deemed incomplete because improperly or defectively performed or because further work may be required pursuant to an agreement; provided, further, the following shall not be deemed to be "work" within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of vehicles owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and (d) work for which the classification stated in division 1 of Item 4 of the declarations specifically includes completed operations.

   Injury, sickness, disease, death or destruction occurring away from premises owned, rented or controlled by the named insured and arising out of work which has been completed by or for the named insured and which has been put to its intended use by any person or organization, other than another contractor or subcontractor performing operations in connection with the project of which the named insured's work is a part, shall be deemed to arise out of the completed operations hazard.
3. The policy does not apply to the products hazard or the completed operations hazard as defined herein.

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LP1-541-051246-026 TD92

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell
PRESIDENT

Bruce E. Boorman
SECRETARY

Countersigned by William Conroy
AUTHORIZED REPRESENTATIVE

370L
LP
(4-24-61)

Issued

Sales Office & No.

End. Serial No. 3

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INTERPRETIVE ENDORSEMENT

It is agreed that such insurance as is afforded by this policy does not apply with respect to the manufacturing operations of the insured, such operations being self insured.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

☒ LIBERTY MUTUAL INSURANCE COMPANY

Secretary — President

Countersigned by William Conroy
Authorized Representative

☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Secretary — President

Countersigned by _____
Authorized Representative

Effective Date — Expiration Date
Audit Basis
Premium $
For attachment to Policy or Bond No. LP1-541-051246-026 TD92
Issued to

Endorsement Serial No. 2

Work Units 1 — Issued Sales Office & No.

PERSONAL INJURY

Subject to the terms of the policy applicable to Bodily Injury Liability not inconsistent herewith, the company agrees to pay on behalf of the insured all sums which the insured shall become obliged to pay by reason of liability imposed upon him by law for damages, including damages for care and loss of services, because of personal injury other than bodily injury, not intentionally caused by the insured, resulting from false arrest, false imprisonment, detention, assault or assault and battery, slander, or libel, (except such slander or libel as results from any advertising or broadcasting activities of the named insured), or malicious prosecution of any person or persons, provided such personal injury occurs during the policy period.

The limit of the companys liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to one person on any one occasion is $100,000.; the limit of the company's liability hereunder for all damages, including damages for care and loss of services, arising out of personal injury to two or more persons on any one occasion is, subject to the above provision respecting one person $300,000.

10% of B.I. Premium (17.55) - 14.30 Minimum

This endorsement is executed by the company below designated by an entry in the box opposite its name.

☒ LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Boorman, Secretary — Frank L. Farwell, President

Countersigned by William Conroy, Authorized Representative

☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman, Secretary — Frank L. Farwell, President

Countersigned by _____, Authorized Representative

Effective Date — Expiration Date

Audit Basis

Premium $ Included in policy premium

For attachment to Policy or Bond No. LP1-541-051246-026 TD92

Issued to

(L44m) — Endorsement Serial No. 1.

Work Units 1 — Issued — Sales Office & No.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that the 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;

(Continued on Page 2)

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"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.

LIBERTY MUTUAL INSURANCE COMPANY

Premium $

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No.

Issued to

Frank L. Farwell
PRESIDENT

Bruce E. Boorman
SECRETARY

Countersigned by William Conroy
AUTHORIZED REPRESENTATIVE

Issued

Endorsement Serial No.

2234
MB A&G 661A
10-1-59

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COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LP1-541-051246-026 TD92
Name of Policyholder:

Address:

Countersigned by H. C. Hand
(Resident Agent of Liberty Mutual Insurance Company)

Oklahoma
(State)

Sales Office

1710
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COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LP1-541-051246-026 TD92
Name of Policyholder:

Address:

Countersigned by
(Resident Agent of Liberty Mutual Insurance Company)

Oregon
(State)

Sales Office

1710
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CHANGE OF FACSIMILE SIGNATURE

The facsimile signature of Bruce E. Boorman is hereby substituted for the facsimile signature of George A. Potter wherever it may appear in this policy or in any endorsement issued to form a part hereof.

LIBERTY MUTUAL INSURANCE COMPANY
LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman
SECRETARY

Frank L. Farwell
PRESIDENT

2261
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SHORT RATE CANCELATION TABLE

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5	154–156	53
2	6	157–160	54
3– 4	7	161–164	55
5– 6	8	165–167	56
7– 8	9	168–171	57
9– 10	10	172–175	58
11– 12	11	176–178	59
13– 14	12	179–182 (6 mos.)	60
15– 16	13	183–187	61
17– 18	14	188–191	62
19– 20	15	192–196	63
21– 22	16	197–200	64
23– 25	17	201–205	65
26– 29	18	206–209	66
30– 32 (1 mo.)	19	210–214 (7 mos.)	67
33– 36	20	215–218	68
37– 40	21	219–223	69
41– 43	22	224–228	70
44– 47	23	229–232	71
48– 51	24	233–237	72
52– 54	25	238–241	73
55– 58	26	242–246 (8 mos.)	74
59– 62 (2 mos.)	27	247–250	75
63– 65	28	251–255	76
66– 69	29	256–260	77
70– 73	30	261–264	78
74– 76	31	265–269	79
77– 80	32	270–273 (9 mos.)	80
81– 83	33	274–278	81
84– 87	34	279–282	82
88– 91 (3 mos.)	35	283–287	83
92– 94	36	288–291	84
95– 98	37	292–296	85
99–102	38	297–301	86
103–105	39	302–305 (10 mos.)	87
106–109	40	306–310	88
110–113	41	311–314	89
114–116	42	315–319	90
117–120	43	320–323	91
121–124 (4 mos.)	44	324–328	92
125–127	45	329–332	93
128–131	46	333–337 (11 mos.)	94
132–135	47	338–342	95
136–138	48	343–346	96
139–142	49	347–351	97
143–146	50	352–355	98
147–149	51	356–360	99
150–153 (5 mos.)	52	361–365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

COMPREHENSIVE GENERAL LIABILITY POLICY

No. LP1- 541-051246-026

DO NOT FILE

LIBERTY MUTUAL
INSURANCE COMPANY
HOME OFFICE: BOSTON

The Company that stands by you

a162

THIS POLICY IS NONASSESSABLE.

OFFICES

IN

PRINCIPAL CITIES

THROUGHOUT

THE

UNITED STATES,

AND

CANADA

1-1-67-68

COMPREHENSIVE GENERAL LIABILITY POLICY

TRANSFERRED

DOCUMENT FILE

LIBERTY MUTUAL INSURANCE COMPANY®

Home Office: Boston

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

●

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance 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, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

(A mutual insurance company, herein called the company)

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

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 policy 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 policy 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 the **named insured**, or

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

(c) 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 the **named insured**;

(d) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the **bodily injury** or **property damage** occurs away from premises owned by, rented to or controlled by the **named insured**; but this exclusion does not apply to **bodily injury** or **property damage** included within the **products hazard** or the **completed operations hazard** or resulting from operations performed for the **named insured** by independent contractors or to liability assumed by the **insured** under an **incidental contract**;

(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

(1) liability assumed by the **insured** under an **incidental contract**, or

(2) expenses for first aid under the Supplementary Payments provision;

(f) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, 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;

(g) 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;

(h) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured**; but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract**;

(i) 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**;

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

(k) to **bodily injury** or **property damage** resulting from the failure of the **named insured's products** or work completed by or for the **named insured** to perform the function or serve the purpose intended by the **named insured**, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any **insured**; but this exclusion does not apply to **bodily injury** or **property damage** resulting from the active malfunctioning of such products or work;

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

(m) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof,

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or out of materials, parts or equipment furnished in connection therewith;

(n) 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.

II SUPPLEMENTARY PAYMENTS

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

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

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

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

(d) reasonable expenses incurred by the **insured** at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed $25 per day because of his attendance at hearings or trials at such request.

III PERSONS INSURED

Each of the following is an **insured** under this policy 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;

(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.**

IV 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 limit of **bodily injury** liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all **damages** because of **bodily injury** sustained by one person as the result of any one **occurrence;** but subject to the above provision respecting "each person", the total liability of the company for all **damages** because of **bodily injury** sustained by two or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence**".

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

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

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

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured,** including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard.**

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

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

V POLICY PERIOD; TERRITORY

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

VI DEFINITIONS

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

DECLARATIONS

LIBERTY MUTUAL INSURANCE COMPANY
Home Office: Boston

COMPREHENSIVE GENERAL LIABILITY POLICY

Policy No.	TD Code	Sales Office	Code	Salesman	Code	N/R	1st Year
LG1- 141-051246-027	92	K.C.	448	Linsin	7386	2	36

Item 1. Named Insured Ash Grove Lime & Portland Cement Co., A Delaware Corporation

Address Fairfax Bldg., Kansas City, Mo.

The named insured is: Individual ☐, Partnership ☐, Corporation ☒, Other ☐

Business of named insured is: Manufacture and Sale of Lime and Cement

Item 2. Policy Period: From Mo. 1 Day 1 Year 67 to Mo. 1 Day 1 Year 68
12:01 A.M., standard time at the address of the named insured as stated herein.

Audit Basis: At Expiration ☐, Annual ☒, Semi-Annual ☐, Quarterly ☐, Monthly ☐, Flat Charge ☐

Item 3. 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	ADVANCE PREMIUMS
A — BODILY INJURY LIABILITY	$ 100,000 each person $ 300,000 each occurrence $ Not Insured aggregate	$ 18.
B — PROPERTY DAMAGE LIABILITY	$ 25,000 each occurrence $ 25,000 aggregate	$ 11.
Item 4. MISCELLANEOUS CHARGES	As per End. No.(s) 2	$ 17.
	TOTAL ADVANCE PREMIUM	$ 46.

The premium for this policy is payable $ in advance, $ on first anniversary and $ on the second anniversary.

Item 5. The declarations are completed on the attached schedules designated "General Liability Hazards".

The policy, including all endorsements issued therewith, is hereby countersigned by William Conroy
Authorized Representative

Work Units	Typed	Periodic Payment	Rating Basis	Audit Basis	Home State	Pol. H.G.	Renewal of	Accounting Entry
1- 15	3-28-67 am	$	R ☐ NR ☒	1	Mo.	S- ☐	LP1-541-026	$ Dividend for Exp. Period

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Item 5. *Declarations — Schedule — General Liability Hazards*

Description of Hazards	Terr.	Premium Bases			Rates		Advance Premiums	
					Coverage A	Coverage B	Coverage A	Coverage
Premises — Operations	Code No.	(a) Remuneration (b) Area (c)	(c) Frontage	(d) No.	(a) Per $100 Remuneration (b) Per 100 Sq. Ft. of Area (c) Per Linear Ft. of Frontage (d) Per Unit (e)		MO 311 X CO 312 OL & T 313	
Sales or Service Organizations	3485							
Iowa	3485	30,000			.0051	.0023	2.	1.
Kans.	3485	43,000			.0034	.0023	1.	1.
Mo. - Loc. #1 11th Floor, Fairfax Bldg., Kansas City	3485	242,000			.0051	.0023	12.	6.
Nebr. - Loc. #2 1330 First National Bank Bldg., Omaha	3485	112,000			.0017	.0023	2.	3.
Okla.	3485	5,000			.0034	.0035		
Oreg. - Loc. #3 13939 No. Rivergate Blvd., Portland	3485	14,300			.0068	.0023	1.	
S. Dak.	3485	If any			.0034	.0023		
M-B.I. 17. P.D. 9.								
M = Minimum Premium							18.	11.

KC

Unofficial

Policy No. LG1-141-051246-027

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PERSONAL INJURY LIABILITY INSURANCE
ENDORSEMENT

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

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of **personal injury,** and the company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **personal injury,** even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to **personal injury** arising out of:

(a) acts committed by or at the direction of the **insured** for the purpose of causing injury;

(b) breach of contract or agreement;

(c) advertising, broadcasting or telecasting activities conducted by or on behalf of the **named insured;**

(d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all **damages** because of all **personal injury** to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of **personal injury** liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all **damages** shall not exceed the limit of **personal injury** liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the **insured,** such percentage of the loss shall be borne by the **insured;** provided the company may pay the **insured's** portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to **personal injury** which occurs during the policy period within the **policy territory;** provided, however, that **personal injury** arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of **personal injury** to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term **"personal injury"** shall not include injury included within the definitions of **"bodily injury"** and **"property damage."**

Schedule

Limits of Liability	$ 100,000	each person aggregate
	$ 300,000	general aggregate

Insured's Participation per cent

10% of Operations B.I. Premium (18.) = 17.
Minimum

Code 9840

LIBERTY MUTUAL INSURANCE COMPANY

Premium $ Included in declaration

Frank L. Farwell
PRESIDENT

Effective Date
Expiration Date
Audit Basis
For attachment
to Policy No. LG1-141-051246-027 TD 92

Bruce E. Boorman
SECRETARY

Issued to

Countersigned by William Conroy
Authorized Representative

L-G2004 (10/1/66)
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Endorsement No. 2

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY

COVERAGE B — PROPERTY DAMAGE LIABILITY

EXCLUSION
(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to **bodily injury** or **property damage** included within the **Completed Operations Hazard** or the **Products Hazard.**

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell
PRESIDENT

Effective Date
Expiration Date

For attachment
to Policy No. LG1-141-051246-027
Issued to

Bruce E. Boorman
SECRETARY

Countersigned by William Conroy
Authorized Representative

G304 (10/1/66)
LC LG
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Endorsement No. 1

COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LG1-141-051246-027 TD 92
Name of Policyholder:

Address:

Countersigned by C. P. Dwer
(Resident Agent of Liberty Mutual Insurance Company)

Kansas
(State)

Sales Office

1710
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COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LG1-141-051246-027 TD 92
Name of Policyholder:

Address:

Countersigned by W. T. McGowen
(Resident Agent of Liberty Mutual Insurance Company)

Ok
(State)

Sales Office

COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LG1-141-051246-027 TD 92
Name of Policyholder:

Address:

Countersigned by W. C. Hand
(Resident Agent of Liberty Mutual Insurance Company)

Oklahoma
(State)

Sales Office

1710
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"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;

"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 this policy or in the company's manual specifies "including completed operations";

"damages" includes damages for death and for care and loss of services resulting from **bodily injury** and damages for loss of use of property resulting from **property damage;**

"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;

"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 injurious exposure to conditions, which results, during the policy period, 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 injury to or destruction of tangible property.

CONDITIONS

VII

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. 1

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.

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. 2

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.

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 3

SHORT RATE CANCELATION TABLE

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5	154–156	53
2	6	157–160	54
3– 4	7	161–164	55
5– 6	8	165–167	56
7– 8	9	168–171	57
9– 10	10	172–175	58
11– 12	11	176–178	59
13– 14	12	179–182 (6 mos.)	60
15– 16	13	183–187	61
17– 18	14	188–191	62
19– 20	15	192–196	63
21– 22	16	197–200	64
23– 25	17	201–205	65
26– 29	18	206–209	66
30– 32 (1 mo.)	19	210–214 (7 mos.)	67
33– 36	20	215–218	68
37– 40	21	219–223	69
41– 43	22	224–228	70
44– 47	23	229–232	71
48– 51	24	233–237	72
52– 54	25	238–241	73
55– 58	26	242–246 (8 mos.)	74
59– 62 (2 mos.)	27	247–250	75
63– 65	28	251–255	76
66– 69	29	256–260	77
70– 73	30	261–264	78
74– 76	31	265–269	79
77– 80	32	270–273 (9 mos.)	80
81– 83	33	274–278	81
84– 87	34	279–282	82
88– 91 (3 mos.)	35	283–287	83
92– 94	36	288–291	84
95– 98	37	292–296	85
99–102	38	297–301	86
103–105	39	302–305 (10 mos.)	87
106–109	40	306–310	88
110–113	41	311–314	89
114–116	42	315–319	90
117–120	43	320–323	91
121–124 (4 mos.)	44	324–328	92
125–127	45	329–332	93
128–131	46	333–337 (11 mos.)	94
132–135	47	338–342	95
136–138	48	343–346	96
139–142	49	347–351	97
143–146	50	352–355	98
147–149	51	356–360	99
150–153 (5 mos.)	52	361–365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

COMPREHENSIVE GENERAL LIABILITY POLICY

LIBERTY MUTUAL INSURANCE COMPANY®
Home Office: Boston

2162

THIS POLICY IS NONASSESSABLE.

OFFICES IN PRINCIPAL CITIES THROUGHOUT THE UNITED STATES AND CANADA

Appendix77e-000184

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. The **named insured** shall promptly take at his expense all reasonable steps to prevent other **bodily injury** or **property damage** from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.

(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 **bodily injury** or **property 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 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 the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned 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 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, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

11 **Cancellation** This policy may be cancelled by the **named insured** by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the address shown in 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 effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

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

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

13 **Mutual Policy Conditions** 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 company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Bowman
SECRETARY

Frank L. Farwell
PRESIDENT

(See Page 5)

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE 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.

LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Boorman
SECRETARY

Frank L. Farwell
PRESIDENT

A0009
G320
10/1/66

COMPREHENSIVE GENERAL LIABILITY POLICY

TRANSFERRED
DOCUMENT FILE

LIBERTY MUTUAL INSURANCE COMPANY®

Home Office: Boston

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

1-1-68-69

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance 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, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

(A mutual insurance company, herein called the company)

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

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 policy 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 policy 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 the **named insured**, or
(2) any other **automobile** or aircraft operated by any person in the course of his employment by the **named 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 the **named insured**;

(c) 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 the **named insured**;

(d) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the **bodily injury** or **property damage** occurs away from premises owned by, rented to or controlled by the **named insured**; but this exclusion does not apply to **bodily injury** or **property damage** included within the **products hazard** or the **completed operations hazard** or resulting from operations performed for the **named insured** by independent contractors or to liability assumed by the **insured** under an **incidental contract**;

(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
(1) liability assumed by the **insured** under an **incidental contract**, or
(2) expenses for first aid under the Supplementary Payments provision;

(f) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, 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;

(g) 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;

(h) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured**; but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract**;

(i) 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**;

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

(k) to **bodily injury** or **property damage** resulting from the failure of the **named insured's products** or work completed by or for the **named insured** to perform the function or serve the purpose intended by the **named insured**, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any **insured**; but this exclusion does not apply to **bodily injury** or **property damage** resulting from the active malfunctioning of such products or work;

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

(m) 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;

(n) 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.

II SUPPLEMENTARY PAYMENTS

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

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

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

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

(d) reasonable expenses incurred by the **insured** at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed $25 per day because of his attendance at hearings or trials at such request.

III PERSONS INSURED

Each of the following is an **insured** under this policy 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;

(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.**

IV 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 limit of **bodily injury** liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all **damages** because of **bodily injury** sustained by one person as the result of any one **occurrence**; but subject to the above provision respecting "each person", the total liability of the company for all **damages** because of **bodily injury** sustained by two or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence**".

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

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

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

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard.**

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

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

V POLICY PERIOD; TERRITORY

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

VI DEFINITIONS

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

DECLARATIONS

LIBERTY MUTUAL INSURANCE COMPANY
Home Office: Boston

COMPREHENSIVE GENERAL LIABILITY POLICY

Policy No.	TD Code	Sales Office	Code	Salesman	Code	N/R	1st Year
LG1- 141-051246-028	92	K.C.	448	Linsin	7386	2	36

Item 1. Named Insured Ash Grove Lime & Portland Cement Co., A Delaware Corporation

Address Fairfax Bldg., Kansas City, Mo.

The named insured is: Individual [ ], Partnership [ ], Corporation [x], Other [ ] .....

Business of named insured is: Manufacture and Sale of Lime and Cement

Item 2. Policy Period: From Mo. 1 Day 1 Year 68 to Mo. 1 Day 1 Year 69
12:01 A.M., standard time at the address of the named insured as stated herein.

Audit Basis: At Expiration [ ], Annual [x], Semi-Annual [ ], Quarterly [ ], Monthly [ ], Flat Charge [ ]

Item 3. 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		ADVANCE PREMIUMS
A — BODILY INJURY LIABILITY	$ 100,000	each person	$ 20.
	$ 300,000	each occurrence	
	$ Not Insured	aggregate	
B — PROPERTY DAMAGE LIABILITY	$ 25,000	each occurrence	$ 11.
	$ 25,000	aggregate	
Item 4. MISCELLANEOUS CHARGES	As per End. No.(s) 2		$ 17.
	TOTAL ADVANCE PREMIUM		$ 48.

The premium for this policy is payable $ in advance, $ on first anniversary and $ on the second anniversary.

Item 5. The declarations are completed on the attached schedules designated "General Liability Hazards"

The policy, including all endorsements issued therewith, is hereby countersigned by William Consoy
Authorized Representative

Work Units	Typed	Periodic Payment	Rating Basis	Audit Basis	Home State	Pol. H.G.	Renewal of	Accounting Entry
1- 15	pl 1-24	$	R [ ] NR [x]	1	Mo.	S- [ ]	LG1-027	$ Dividend for Exp. Period

GPO 2715 PRINTED IN U.S.A.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COVERAGE A — BODILY INJURY LIABILITY

COVERAGE B — PROPERTY DAMAGE LIABILITY

EXCLUSION
(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to **bodily injury** or **property damage** included within the **Completed Operations Hazard** or the **Products Hazard.**

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell
PRESIDENT

Bruce E. Boorman
SECRETARY

Effective Date
Expiration Date

For attachment
to Policy No. LG1-141-051246-028
Issued to

Countersigned by William Conroy
Authorized Representative

Endorsement No. 1

G304 (10/1/66)
LC LG
PRINTED IN U.S.A.

PERSONAL INJURY LIABILITY INSURANCE
ENDORSEMENT

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

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of **personal injury,** and the company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **personal injury,** even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to **personal injury** arising out of:

(a) acts committed by or at the direction of the **insured** for the purpose of causing injury;

(b) breach of contract or agreement;

(c) advertising, broadcasting or telecasting activities conducted by or on behalf of the **named insured;**

(d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all **damages** because of all **personal injury** to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of **personal injury** liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all **damages** shall not exceed the limit of **personal injury** liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the **insured,** such percentage of the loss shall be borne by the **insured;** provided the company may pay the **insured's** portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to **personal injury** which occurs during the policy period within the **policy territory;** provided, however, that **personal injury** arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of **personal injury** to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term **"personal injury"** shall not include injury included within the definitions of **"bodily injury"** and **"property damage."**

Schedule

Limits of Liability	$ 100,000	each person aggregate
	$ 300,000	general aggregate
Insured's Participation	10 per cent of Operations B.I. Premium (20.) = 17. Minimum	

Code 9840

LIBERTY MUTUAL INSURANCE COMPANY

Premium $ Included on Declarations

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LGl-141-051246-028 TD92

Issued to

Frank L. Farwell
PRESIDENT

Bruce E. Boorman
SECRETARY

Countersigned by William Conroy
Authorized Representative

L-G2004 (10/1/66)
LC LG LM LO
PRINTED IN U.S.A.

Endorsement No. 2

Item 5. *Declarations — Schedule — General Liability Hazards*

Description of Hazards	Terr.	Premium Bases Key		Rates		Advance Premiums	
				Coverage A	Coverage B	Coverage A	Coverage B
Premises — Operations	Code No.	(a) Remuneration (b) Sq. Ft. of Area (c) Linear Ft. of Frontage (d) Unit (e)		(a) Per $100 Remuneration (b) Per 100 Sq. Ft. of Area (c) Per Linear Ft. of Frontage (d) Per Unit (e)		MO 311 X CO 312 OL & T 313	
		Basis					
Sales or Service Organizations	3485						
Iowa	3485	a	30,000	.0051	.0023	2	1
Kans.	3485	a	50,000	.0034	.0023	2	1
Mo. - Loc. #1 11th Fl., Fairfax Bldg., Kansas City	3485	a	250,000	.0051	.0023	13	6
Nebr. - Loc. #2 1330 First National Bank Bldg., Omaha	3485	a	130,000	.0017	.0023	2	3
Okla.	3485	a	5,000	.0034	.0035	---	---
Oreg. - Loc. #3 13939 No. Rivergate Blvd., Portland	3485	a	15,000	.0068	.0023	1	---
S.Dak.	3485	a	if any	.0034	.0023		
M - B.I. - 17. P.D. - 9.							
M = Minimum Premium						20	11

Policy No. LG1-141-051246-028

Page No. 1

GPO 2745 R1 Printed in U.S.A.

COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LG1-141-051246-028
Name of Policyholder:

Address:

Countersigned by H C Hand
(Resident Agent of Liberty Mutual Insurance Company)

Oklahoma
(State)

Sales Office

1710
PRINTED IN U.S.A.

COUNTERSIGNATURE OF RESIDENT AGENT

The policy identified below, of which this endorsement forms a part, is hereby countersigned with respect to all portions of the risk located in the state in which the Resident Agent resides.

Policy Number: LG1-141-051246-028
Name of Policyholder:

Address:

Countersigned by G. P. Owen
(Resident Agent of Liberty Mutual Insurance Company)

Tacoma
(State)

Sales Office

1710
PRINTED IN U.S.A.

"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;

"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 this policy or in the company's manual specifies "including completed operations";

"damages" includes damages for death and for care and loss of services resulting from **bodily injury** and damages for loss of use of property resulting from **property damage;**

"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;

"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 injurious exposure to conditions, which results, during the policy period, 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 injury to or destruction of tangible property.

CONDITIONS

VI

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. 1

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.

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. 2

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.

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 3

SHORT RATE CANCELATION TABLE

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5	154–156	53
2	6	157–160	54
3– 4	7	161–164	55
5– 6	8	165–167	56
7– 8	9	168–171	57
9– 10	10	172–175	58
11– 12	11	176–178	59
13– 14	12	179–182 (6 mos.)	60
15– 16	13	183–187	61
17– 18	14	188–191	62
19– 20	15	192–196	63
21– 22	16	197–200	64
23– 25	17	201–205	65
26– 29	18	206–209	66
30– 32 (1 mo.)	19	210–214 (7 mos.)	67
33– 36	20	215–218	68
37– 40	21	219–223	69
41– 43	22	224–228	70
44– 47	23	229–232	71
48– 51	24	233–237	72
52– 54	25	238–241	73
55– 58	26	242–246 (8 mos.)	74
59– 62 (2 mos.)	27	247–250	75
63– 65	28	251–255	76
66– 69	29	256–260	77
70– 73	30	261–264	78
74– 76	31	265–269	79
77– 80	32	270–273 (9 mos.)	80
81– 83	33	274–278	81
84– 87	34	279–282	82
88– 91 (3 mos.)	35	283–287	83
92– 94	36	288–291	84
95– 98	37	292–296	85
99–102	38	297–301	86
103–105	39	302–305 (10 mos.)	87
106–109	40	306–310	88
110–113	41	311–314	89
114–116	42	315–319	90
117–120	43	320–323	91
121–124 (4 mos.)	44	324–328	92
125–127	45	329–332	93
128–131	46	333–337 (11 mos.)	94
132–135	47	338–342	95
136–138	48	343–346	96
139–142	49	347–351	97
143–146	50	352–355	98
147–149	51	356–360	99
150–153 (5 mos.)	52	361–365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

COMPREHENSIVE GENERAL LIABILITY POLICY

LIBERTY MUTUAL INSURANCE COMPANY
Home Office: Boston

C-162

THIS POLICY IS NONASSESSABLE

OFFICES IN PRINCIPAL CITIES THROUGHOUT THE UNITED STATES AND CANADA

Appendix77e-000195

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. The **named insured** shall promptly take at his expense all reasonable steps to prevent other **bodily injury** or **property damage** from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.

(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 **bodily injury** or **property 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 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 the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned 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 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, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

11 **Cancellation** This policy may be cancelled by the **named insured** by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the address shown in 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 effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

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

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

13 **Mutual Policy Conditions** 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 company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Boorman
SECRETARY

Frank L. Farwell
PRESIDENT

(See Page 5)

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE 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.

LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Boorman
SECRETARY

Frank L. Farwell
PRESIDENT

A0009
G320
10/1/66

MANUFACTURERS' AND CONTRACTORS' LIABILITY POLICY

COVERAGE FOR PREMISES AND FOR THE NAMED INSURED'S OPERATIONS IN PROGRESS

1-27-69 / 1-1-70

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I GENERAL CLASS

●

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance 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, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

LIBERTY MUTUAL INSURANCE COMPANY

Home Office: Boston

FOR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

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

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 policy 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 policy does not apply:

(a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract;** but with respect to **bodily injury** or **property damage** occurring while work performed by the **named insured** is in progress, this exclusion does not apply to a warranty that such work 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 the **named insured,** or

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

(c) 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 the **named insured;**

(d) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the **bodily injury** or **property damage** occurs away from premises owned by, rented to or controlled by the **named insured;** but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract;**

(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

(1) liability, assumed by the **insured** under an **incidental contract,** or

(2) expenses for first aid under the Supplementary Payments provision;

(f) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, 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;

(g) 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;

(h) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured;** but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract;**

(i) 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;**

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

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

(l) 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;

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

(n) to **bodily injury** or **property damage** arising out of operations performed for the **named insured** by independent contractors or acts or omissions of the **named insured** in connection with his general supervision of such operations, other than **bodily injury** or **property damage** which occurs in the course of

(1) maintenance and repairs at premises owned by or rented to the **named insured,** or

(2) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

II SUPPLEMENTARY PAYMENTS

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

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

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

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

(d) reasonable expenses incurred by the **insured** at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed $25 per day because of his attendance at hearings or trials at such request.

III PERSONS INSURED

Each of the following is an **insured** under this policy 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;

(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.**

IV 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 limit of **bodily injury** liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all **damages** because of **bodily injury** sustained by one person as the result of any one **occurrence;** but subject to the above provision respecting "each person", the total liability of the company for all **damages** because of **bodily injury** sustained by two or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence**".

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

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

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured,** including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

Such aggregate limit shall apply separately to the **property damage** described in subparagraphs (1) and (2) 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.**

V POLICY PERIOD; TERRITORY

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

VI 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;

"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,

DECLARATIONS

LIBERTY MUTUAL
INSURANCE COMPANY
Home Office: Boston

MANUFACTURERS' AND CONTRACTORS' LIABILITY POLICY

Policy No.	TD Code	Sales Office	Code	Salesman	Code	N/R	1st Year
LM1- 141-051246-029	92	K.C.	448	Linsin	7386	2	36

Item 1. Named Insured: Ash Grove Lime & Portland Cement Co., A Delaware Corporation

Address: Fairfax Bldg, Kansas City, Mo.

The named insured is: Individual ☐, Partnership ☐, Corporation ☒, Other ☐

Business of named insured is: Manufacture and Sale of Lime and Cement

Item 2. Policy Period: From Mo. 1 Day 1 Year 69 to Mo. 1 Day 1 Year 70
12:01 A.M., standard time at the address of the named insured as stated herein.

Audit Basis: At Expiration ☐, Annual ☐, Semi-Annual ☐, Quarterly ☐, Monthly ☐, Flat Charge ☐

Item 3. 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	ADVANCE PREMIUMS
	A — BODILY INJURY LIABILITY	$ 100,000 each person $ 300,000 each occurrence	$ 34.
	B — PROPERTY DAMAGE LIABILITY	$ 25,000 each occurrence $ 25,000 aggregate	$ 18.
Item 4.	MISCELLANEOUS CHARGES	As per End. No.(s) 1	$ 19.
		TOTAL ADVANCE PREMIUM	$ 71.

The premium for this policy is payable $ in advance, $ on first anniversary and $ on the second anniversary.

Item 5. The declarations are completed on the attached schedules designated "General Liability Hazards".

The policy, including all endorsements issued therewith, is hereby countersigned by William Conroy
Authorized Representative

Work Units	Typed	Periodic Payment	Rating Basis	Audit Basis	Home State	Pol. H.G.	Renewal of	Accounting Entry
1-15	1-23-69 am	$	R ☐ NR ☒	1	Mo.	S- ☐	LGl-028	$ Dividend for Exp. Period

GPO 2762 PRINTED IN U.S.A.

CHANGE OF LIMITS OF LIABILITY ENDORSEMENT

It is agreed that the limit of the company's liability against any coverage below with respect to which a typewritten entry appears shall be as stated by such typewritten entry, subject to all of the terms of the policy having reference thereto and to any special provisions stated herein. The rates and advance premiums for the coverages to which this endorsement applies are stated in the schedule attached.

COVERAGES*	LIMITS OF LIABILITY	
COVERAGE A — Bodily Injury Liability	$ See	each person
	$ Declarations	each occurrence
	$	aggregate
COVERAGE B — Property Damage Liability	$ 100,000	each occurrence
	$ 100,000	aggregate
COVERAGE E — Premises Medical Payments	$	each person
	$	each accident
COVERAGE P — Personal Injury	$	each person aggregate
	$	general aggregate

*NOTE: The particular policy to which this endorsement applies may not include all coverages listed.

SPECIAL PROVISIONS

1. **PROJECT OR PREMISES:** If a project or premises are designated herein, the above limits of liability apply only to loss arising out of such project or premises.

2. **OTHER** (Specify):

Premium $ To be Adjusted on Audit

Effective Date 1-27-69
Expiration Date 1-1-70
Audit Basis 1
For attachment to Policy No. LM1-141-051246-029

Issued to Ash Grove Lime & Portland Cement Co. et al

LIBERTY MUTUAL INSURANCE COMPANY

Frank L. Farwell
PRESIDENT

Bruce E. Bowman
SECRETARY

Work Units
1-

Countersigned by George Rydenge
Authorized Representative

L-G 6002 (10/1/66)
LC LG LM LO
Page 1
Printed in U.S.A.

Issued 2-11-69 vk K.C. 448

Endorsement Serial No. 2

PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

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

I. COVERAGE P — PERSONAL INJURY LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of **personal injury,** and the company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **personal injury,** even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions: This coverage does not apply to **personal injury** arising out of:

(a) acts committed by or at the direction of the **insured** for the purpose of causing injury;

(b) breach of contract or agreement;

(c) advertising, broadcasting or telecasting activities conducted by or on behalf of the **named insured;**

(d) discrimination by reason of race, color or creed which is unlawful under State or Federal law.

II. COVERAGE P — LIMITS OF LIABILITY; INSURED'S PARTICIPATION

The total liability of the company for all **damages** because of all **personal injury** to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of **personal injury** liability stated in the schedule as "each person aggregate." Subject to the above provision respecting "each person aggregate," the total limit of the company's liability under this coverage for all **damages** shall not exceed the limit of **personal injury** liability stated in the schedule as "general aggregate."

If a participation percentage is stated in the schedule for the **insured,** such percentage of the loss shall be borne by the **insured;** provided the company may pay the **insured's** portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the company therefor.

III. COVERAGE P — POLICY PERIOD; TERRITORY

This policy also applies to **personal injury** which occurs during the policy period within the **policy territory;** provided, however, that **personal injury** arising out of a series of publications or utterances of the same or similar defamatory material shall not be considered as occurring during the policy period unless the first publication or utterance thereof occurs during the policy period.

IV. COVERAGE P — DEFINITIONS

"damages" also includes any damages which are payable because of **personal injury** to which this policy applies;

"personal injury" means (1) any injury to the feelings or reputation of a natural person, including mental anguish, and (2) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation; but the term **"personal injury"** shall not include injury included within the definitions of **"bodily injury"** and **"property damage."**

Schedule

Limits of Liability	$	100,000	each person aggregate
	$	300,000	general aggregate

Insured's Participation Premium 10% of Operations B.I. Premium (34.) per cent - 19. Minimum Premium

Code 9840

LIBERTY MUTUAL INSURANCE COMPANY

Premium $ Included on Declarations

Effective Date

Expiration Date

Audit Basis

For attachment

to Policy No. LM1-141-051246-029 TD 92

Issued to

Frank L. Farwell
PRESIDENT

Bruce E. Boorman
SECRETARY

Countersigned by William Conroy
Authorized Representative

L-G2004 (10/1/66)
LC LG LM LO

Printed in U.S.A.

Endorsement No. 1

Item 5: *Declarations — Schedule — General Liability Hazards*

Description of Hazards	Terr.	Premium Bases Key		Rates		Advance Premiums	
				Coverage A	Coverage B	Coverage A	Coverage B
Premises — Operations	Code No.	(a) Remuneration (b) Sq. Ft. of Area (c) Linear Ft. of Frontage (d) Unit (e)		(a) Per $100 Remuneration (b) Per 100 Sq. Ft. of Area (c) Per Linear Ft. of Frontage (d) Per Unit (e)		MO 311 X CO 312 OL & T 313	
		Basis					
Sales or Service Organizations	3485						
Iowa	3485	a	25,000	.0056	.0035	1	1
Kans.	3485	a	50,000	.0038	.0023	2	1
Mo. - Loc. #1 11th Fl., Fairfax Bldg., Kansas City	3485	a	250,000	.0094	.0035	24	9
Nebr. - Loc. #2 1330 First National Bank Bldg., Omaha	3485	a	133,000	.0038	.0035	5	5
Okla.	3485	a	5,200	.0056	.0058	--	--
Oreg. - Loc. #3 13939 No. Rivergate Blvd., Portland	3485	a	15,000	.0075	.0035	1	1
S. Dak.	3485	a	17,000	.0056	.0035	1	1
M-B.I. 28. M-P.D. 12.							
M = Minimum Premium						34	18

Policy No. LM1-141-051246-029

GPO 2745 R1 Printed in U.S.A.

INTERPRETIVE ENDORSEMENT

It is agreed that such insurance as is afforded by the policy does not apply with respect to the manufacturing operations of the insured.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

☒ LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Boorman, Secretary — Frank L. Farwell, President

Countersigned by George Rydings, Authorized Representative

☐ LIBERTY MUTUAL FIRE INSURANCE COMPAN

Bruce E. Boorman, Secretary — Frank L. Farwell, President

Countersigned by _____, Authorized Representative

Effective Date 1-1-69 Expiration Date 1-1-70

Audit Basis 1

Premium $ x x x

For attachment to Policy or Bond No. LM1-141-051246-029

Issued to Ash Grove Cement Company

Endorsement Serial No. 4

Work Units 1 — Issued 4-25-69 vk Sales Office & No. K.C. 448

DUPLICATE

INTERPRETIVE ENDORSEMENT

It is agreed that such insurance as is afforded by the policy does not apply with respect to the manufacturing operations of the insured.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

☒ LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Boorman, Secretary — Frank L. Farwell, President

Countersigned by ..... Authorized Representative

☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman, Secretary — Frank L. Farwell, President

Countersigned by ..... Authorized Representative

Effective Date 1-1-69 Expiration Date 1-1-70

Audit Basis 1

Premium $ x x x

For attachment to Policy or Bond No. LM1-141-051246-029

Issued to Ash Grove Cement Company

Endorsement Serial No. 4

Work Units 1 — Issued 4-25-69 vk Sales Office & No. K.C. 448

Liability

AMENDATORY ENDORSEMENT

It is agreed that the Policy is amended as indicated by typed entries hereunder:

☐ Policy Number to read:

☒ Name: Ash Grove Cement Company

☒ Address: 1000 Tenmain Center, Kansas City, Missouri 64105

☐ Legal Status: ☐ Individual ☐ Partnership ☐ Corporation ☐ ..... (Other)

☐ Policy Period: From to 12:01 A.M. Standard Time.

☐ Loss Payee: The interest of the following Loss Payee has ceased:

☐ Locations:

This endorsement is executed by the company below designated by an entry in the box opposite its name.

☒ LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Boorman — Secretary; Frank L. Farwell — President

☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman — Secretary; Frank L. Farwell — President

Effective Date 1-1-69
Expiration Date 1-1-70
Audit Basis 1
For attachment
to Policy No. LM1-141-051246-029

Issued to Ash Grove Lime & Portland Cement Co. etal

Countersigned by ..... George Rydings
Authorized Representative

1227 ED. 4 Issued 3-5-69 Sales Office and No. K.C.-448 End. Serial No. 3
Printed in U.S.A.

(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";

"damages" includes damages for death and for care and loss of services resulting from **bodily injury** and damages for loss of use of property resulting from **property damage;**

"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;

"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 injurious exposure to conditions, which results, during the policy period, 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;

"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 injury to or destruction of tangible property.

CONDITIONS

VI

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. 1

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.

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. 2

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.

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. 3

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

(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. The **named insured** shall promptly take at his expense all reasonable steps to prevent other **bodily injury** or **property damage** from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.

(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 **bodily injury** or **property 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.

SHORT RATE CANCELLATION TABLE

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5	154–156	53
2	6	157–160	54
3– 4	7	161–164	55
5– 6	8	165–167	56
7– 8	9	168–171	57
9– 10	10	172–175	58
11– 12	11	176–178	59
13– 14	12	179–182 (6 mos.)	60
15– 16	13	183–187	61
17– 18	14	188–191	62
19– 20	15	192–196	63
21– 22	16	197–200	64
23– 25	17	201–205	65
26– 29	18	206–209	66
30– 32 (1 mo.)	19	210–214 (7 mos.)	67
33– 36	20	215–218	68
37– 40	21	219–223	69
41– 43	22	224–228	70
44– 47	23	229–232	71
48– 51	24	233–237	72
52– 54	25	238–241	73
55– 58	26	242–246 (8 mos.)	74
59– 62 (2 mos.)	27	247–250	75
63– 65	28	251–255	76
66– 69	29	256–260	77
70– 73	30	261–264	78
74– 76	31	265–269	79
77– 80	32	270–273 (9 mos.)	80
81– 83	33	274–278	81
84– 87	34	279–282	82
88– 91 (3 mos.)	35	283–287	83
92– 94	36	288–291	84
95– 98	37	292–296	85
99–102	38	297–301	86
103–105	39	302–305 (10 mos.)	87
106–109	40	306–310	88
110–113	41	311–314	89
114–116	42	315–319	90
117–120	43	320–323	91
121–124 (4 mos.)	44	324–328	92
125–127	45	329–332	93
128–131	46	333–337 (11 mos.)	94
132–135	47	338–342	95
136–138	48	343–346	96
139–142	49	347–351	97
143–146	50	352–355	98
147–149	51	356–360	99
150–153 (5 mos.)	52	361–365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

MANUFACTURERS' AND CONTRACTORS' LIABILITY POLICY

LIBERTY MUTUAL INSURANCE COMPANY
Home Office: Boston

A-162

THIS POLICY IS NONASSESSABLE.

OFFICES IN PRINCIPAL CITIES THROUGHOUT THE UNITED STATES AND CANADA

Appendix77e-000208

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 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 the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned 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 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, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

11 **Cancellation** This policy may be cancelled by the **named insured** by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the address shown in 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 effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

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

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

13 **Mutual Policy Conditions** 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 company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Boorman
SECRETARY

Frank L. Farwell
PRESIDENT

(See Page 5)

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE 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.

LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Boorman
SECRETARY

Frank L. Farwell
PRESIDENT

A0009
G320
10/1/66

INSURANCE BINDER

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

Binder No. 5073

NAME AND ADDRESS OF AGENCY

Insurance Placement Services, Inc.
P.O. Box 7768
Leawood, KS 66211

COMPANY

Federal Ins. co. (McAlear Assoc., Inc)

Effective 12:01a m 5-9 ,19 84
Expires [X] 12:01 am [ ] Noon 1-1 ,19 85

[X] This binder is issued to extend coverage in the above named company per ~~expiring~~ policy # 79365415 (except as noted below)

NAME AND MAILING ADDRESS OF INSURED

Ash Grove Cement Co. etal
P.O. Box 25900
Overland Park, KS 66225

Description of Operation/Vehicles/Property

	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
PROPERTY					

LIABILITY	Type of Insurance	Coverage/Forms	Limits of Liability	Each Occurrence	Aggregate
	[ ] Scheduled Form [ ] Comprehensive Form [ ] Premises/Operations [ ] Products/Completed Operations [ ] Contractual [ ] Other (specify below) [ ] Med. Pay. $ Per Person $ Per Accident [ ] Personal Injury	[ ] A [ ] B [ ] C	Bodily Injury	$	$
			Property Damage	$	$
			Bodily Injury & Property Damage Combined	$	$
			Personal Injury		$

AUTOMOBILE		Limits of Liability	
	[ ] Liability [ ] Non-owned [ ] Hired [ ] Comprehensive-Deductible $ [ ] Collision-Deductible $ [ ] Medical Payments $ [ ] Uninsured Motorist $ [ ] No Fault (specify): [ ] Other (specify):	Bodily Injury (Each Person) Bodily Injury (Each Accident)	$ $
		Property Damage	$
		Bodily Injury & Property Damage Combined	$

[ ] WORKERS' COMPENSATION — Statutory Limits (specify states below) [ ] EMPLOYERS' LIABILITY — Limit $

SPECIAL CONDITIONS/OTHER COVERAGES

Umbrella Liability-Increased to $25,000,000 from $5,000,000 excess over $25,000,000 over $500,000 primary

NAME AND ADDRESS OF [ ] MORTGAGEE [ ] LOSS PAYEE [ ] ADD'L INSURED

LOAN NUMBER

Signature of Authorized Representative

5-9-84
Date

ACORD 75 (11/77-c)

CONDITIONS

Company binds the kind(s) of insurance stipulated on the reverse side. This insurance is subject [illegible] conditions and limitations of the policy(ies) in current use by the Company.

[illegible] may be cancelled by the Insured by surrender of this binder or by written notice to the Com- [illegible] cancellation will be effective. This binder may be cancelled by the Company by notice [illegible] in accordance with the policy conditions. This binder is cancelled when replaced by a pol- [illegible] binder is not replaced by a policy, the Company is entitled to charge a premium for the binder [illegible] to the Rules and Rates in use by the Company.

acord

INSURANCE BINDER

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

Binder No. 5048

NAME AND ADDRESS OF AGENCY

☐ Insurance Placement Services, Inc.
P.O. Box 7768
Leawood, KS 66211

COMPANY

Federal Insurance Co.

Effective 12:01a m 1-1 ,19 84
Expires ☒ 12:01 am ☐ Noon 2-1 ,19 84

☐ This binder is issued to extend coverage in the above named company per expiring policy # _____ (except as noted below)

NAME AND MAILING ADDRESS OF INSURED

Ash Grove Cement Co., *etal (see below)
P.O. Box 25900
Overland Park, KS 66225

Description of Operation/Vehicles/Property

	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
PROPERTY	*NAMED INSURED; Ash Grove Cement Co., Union Quarries, Inc. Fordyce Concrete Co., Inc., Lime Transport Co., Material Transport Co., Chemical Sealing Corporate A/K/A Chemseco A/K/A Intercoastal Division, Agcrete, Inc. Cedar Creek Investment Co., Cedar Creek Properties, Inc. Subsurface Development Co., Scenic Venture (Joint Venture), Batesco Quarries, Division of Ash Grove Cement Co., Agrock Quarries, Division of Ash Grove Cement Co., Century Concrete, Inc. Oregon Portland Cement Co., A/K/A Idaho Cement Co. Winchester Ventures.				

	Type of Insurance	Coverage/Forms	Limits of Liability	Each Occurrence	Aggregate
LIABILITY	☐ Scheduled Form ☐ Comprehensive Form ☐ Premises/Operations ☐ Products/Completed Operations ☐ Contractual ☐ Other (specify below) ☐ Med. Pay. $ Per Person $ Per Accident ☐ Personal Injury	☐ A ☐ B ☐ C	Bodily Injury Property Damage Bodily Injury & Property Damage Combined Personal Injury	$ $ $	$ $ $ $
AUTOMOBILE	☐ Liability ☐ Non-owned ☐ Hired ☐ Comprehensive-Deductible $ ☐ Collision-Deductible $ ☐ Medical Payments $ ☐ Uninsured Motorist $ ☐ No Fault (specify): ☐ Other (specify):		Limits of Liability Bodily Injury (Each Person) Bodily Injury (Each Accident) Property Damage Bodily Injury & Property Damage Combined	$ $ $ $	

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☐ EMPLOYERS' LIABILITY — Limit $

SPECIAL CONDITIONS/OTHER COVERAGES

Umbrella Liability - $5,000,000.

NAME AND ADDRESS OF ☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADD'L INSURED

LOAN NUMBER

Signature of Authorized Representative

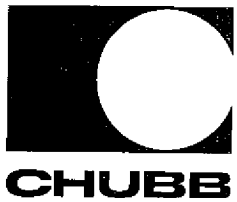
12-30-
Date

ACORD 75 (11/77-c)

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. This insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.



EXCESS LIABILITY POLICY

POLICY PROVISIONS

1. INSURING AGREEMENT:

In consideration of the payment of the required premium and subject to all the terms of this policy, the Company agrees to pay on behalf of the insured **LOSS** resulting from any occurrence insured by the terms and provisions of the First **UNDERLYING INSURANCE** policy scheduled in Item 6 of the Declarations (except for the Limits of Liability and defense provisions, if any). The insurance afforded by this policy shall apply only in excess of and after all **UNDERLYING INSURANCE** (as scheduled in Item 6 of the Declarations) has been exhausted.

2. LIMIT OF LIABILITY:

See Item 5 of the Declarations.

3. EXCLUSION:

This policy shall not apply to Nuclear Energy Liability (see Endorsement #1, Nuclear Energy Liability Exclusion, on page three of this policy) regardless of whether or not such coverage was or would have been afforded by the First **UNDERLYING INSURANCE** policy.

4. GLOSSARY:

The conditions of this policy shall be applied as if the gloss of words listed below had been included with the word or words each time they appear in this policy:

LOSS — meaning the amount of the principal sum, award or verdict, actually paid or payable in cash in the settlement or satisfaction of claim for which the Insured is liable, either by adjudication or compromise with the written consent of the Company, after making proper deduction for all recoveries and salvages.

UNDERLYING INSURANCE — meaning all policies scheduled in Item 6 of the Declarations.

5. MAINTENANCE OF UNDERLYING INSURANCE:

The Insured agrees that the First **UNDERLYING INSURANCE** policy, and other **UNDERLYING INSURANCE** following the terms and provisions of the First **UNDERLYING INSURANCE** policy (except for limit of liability and defense provisions, if any), shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of occurrences happening during the period of this policy. The failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the Company shall only be liable to the same extent as if the Insured had complied with this condition.

6. NOTICE OF OCCURRENCE:

Upon the happening of an occurrence reasonably likely to involve the Company under this policy the Insured shall give written notice as soon as practicable to the Company. Such notice shall contain particulars sufficient to identify the Insured and fullest information obtainable at the time. If legal proceedings are begun the Insured shall forward to the Company each paper therein, or a copy thereof, received by the Insured or the Insured's representative, together with copies of reports of investigations with respect to such claim proceedings.

7. DEFENSE:

The Company shall not be called upon to assume charge of the investigation, settlement or defense of any claim made, or suits brought, or proceedings instituted against the Insured, but shall have the right and be given the opportunity to be associated in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of this policy. If the Company avails itself of such right and opportunity the Company shall do so at its own expense. Court costs and interest, if incurred with the consent of the Company, shall be borne by the Company and other interested parties in the proportion that each party's share of **LOSS** bears to the total amount of **LOSS** sustained by all interested parties.

THIS SPACE TO BE USED FOR ATTACHMENT OF DECLARATIONS AND ENDORSEMENT(S).

8. PAYMENT OF LOSS:

Upon final determination of **LOSS,** the Company promptly shall pay on behalf of the insured the amount of **LOSS** falling within the terms of this policy.

9. SUBROGATION:

In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery 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 amount recovered as subrogation shall be apportioned in the inverse order of payment of **LOSS** to the extent of the actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries.

10. CANCELLATION:

This policy may be cancelled by the Named Insured by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period.

If cancellation is at the request of the Named Insured 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. If this policy insures more than one Named Insured, cancellation may be effected by the first of such Named Insureds for the account of all the Named Insureds; notice of cancellation by the Company to such first Named Insured shall be deemed notice to all Insureds and payment of any unearned premium to such first Named Insured shall be for the account of all interests herein.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

It is agreed that the policy shall 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.

NEW YORK — The provisions of the above endorsement do not apply with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

CHUBB GROUP of Insurance Companies
15 Mountain View Road, P.O. Box 1615,
Warren, NJ 07061-1615

DECLARATIONS
EXCESS LIABILITY POLICY

Prior Number New Producer Number 3-52295 Policy Number 7936 54 15

Item 1. Named Insured & Address
Ash Grove Cement Company etal.
(As per first underlying policy)
P.O. Box 25900
Overland Park, Kansas 66225

Item 2. Producer's Name & Address
McAlear Associates, Inc.
4450 Cascade Rd. S.E.
Grand Rapids, Michigan 49506

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

Item 3. Policy Period From: 1/1/84 To: 1/1/85
(12:01 A.M. standard time at the address of the Named Insured)

Item 4. Premium $ 2500. Premium Basis: Flat
Rate: --

Item 5. Limit of Liability
The Company's Liability, under this policy, shall not exceed the greater of the following amounts:

A. 100 Percent of the **LOSS** in excess of all **UNDERLYING INSURANCE** nor for more than

B. $ 5,000,000. per occurrence or;

C. $ 5,000,000. Annual aggregate (as defined in the First **UNDERLYING INSURANCE** policy)

Item 6. Schedule of **UNDERLYING INSURANCE**

First **UNDERLYING INSURANCE** policy:
Twin City Fire Insurance Co.
1-1-84/85

25,000,000 each occurrence/annual aggregate (where applicable) excess of primary or S.I.R.

other **UNDERLYING INSURANCE**:
None

Date js - 03/15/84

Authorized Representative

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 07-02-290 (Ed. 8-76) R-21957 (4M) PRINTED IN U.S.A.

CHUBB

ENDORSEMENT

Date Issued js - 03/15/84

Endorsement No. 2

Insured Ash Grove Cement Company etal.

Policy No. 7936 54 15

Name of Company Federal Insurance Company

Effective Date 1/1/84

Producer McAlear Associates, Inc.

THIS POLICY IS SUBJECT TO THE FOLLOWING AMENDED CONDITION

Condition 10 of this policy is deleted and the following is substituted therefore:

10. Cancellation

This policy may be cancelled by the named INSURED by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named INSURED at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective, except for non-payment of premium 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 and the effective date of cancellation stated in the notice shall become the end of the policy period.

If cancellation is at the request of the named INSURED 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. If this policy insures more than one named INSURED, cancellation may be effected by the first of such named INSUREDS for the account of all the named INSUREDS: notice of cancellation by the Company to such first named INSURED shall be deemed notice to all INSUREDS and payment of any unearned premium to such first named INSURED shall be for the account of all interests herein.

All Other Terms and Conditions Remain Unchanged

Gwell E. Scott

Authorized Representative

UMBRELLA LIABILITY

FEDERAL INS. CO.

79365415

LOC #		
1	Chanute, Ks	$204.00
2	Louisville, Ne	304.75
4	Springfield, Mo	118.75
5	Portland, Or	74.25
7	Overland Park, Ks	57.75
8	Omaha, Ne	21.75
9	Research Lab	10.25
11	Stone County, Mo	4.00
12	Lime Transport	73.50
13	Material Transport	100.25
15	Weeping Water, Ne	6.25
40	Century Concrete	3.75
70	Batesco Quarries	69.75
91	Agrock Quarries	29.75
141	Chemesco, Mo	109.50
142	Chemesco, NJ	18.00
143	Chemesco, GA	22.00
144	Chemesco, CA	62.25
145	Chemesco, MD	53.25
	Winchester Ventures	6.50
	OPC	593.50
32, 33, 34	Fordyce	482.00
50, 52, 53	Union Quarries	74.25
		$2,500.00

CHUBB

ENDORSEMENT

Date Issued mb - 08/17/84

Endorsement No. 3

Insured Ash Grove Cement Co. etal

Policy No. 7936-54-15

Name of Company Federal Insurance Company

Effective Date 5/9/84

Producer Mc Alear Associates, Inc.

Additional Premium: $6490.00

In consideration of the additional premium, it is understood and agreed that Items 5B & 5C on the Declarations Page will be amended to read:

5 B. 25,000,000 in lieu of 5,000,000

5 C. 25,000,000 in lieu of 5,000,000

All Other Terms and Conditions Remain Unchanged

Authorized Representative

Form 99-02-02/5 Part (Rev.8-71) (Formerly 1382)

P-36775 (100M)

PRINTED IN U.S.A.

CHUBB

ENDORSEMENT

Date Issued mb - 08/17/84

Endorsement No. 4

Insured Ash Grove Cement Co. etal

Policy No. 7936-54-15

Name of Company Federal Insurance Company

Effective Date 3/23/84

Producer Mc Alear Associates, Inc.

It is understood and agreed that the following is added as an Additional Named Insured

Lone Star Industries

All Other Terms and Conditions Remain Unchanged

Authorized Representative

Form 99-02-02/5 Part (Rev.8-71) (Formerly 1382)

P-36775 (100M)

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ENDORSEMENT

Date Issued	mb - 08/17/84	Endorsement No.	5
Insured	Ash Grove Cement Co. etal	Policy No.	7936-54-15
Name of Company	Federal Insurance Company	Effective Date	7/1/84
Producer	Mc Alear Associates, Inc.		

It is understood and agreed that the following named insureds are deleted from this policy.

Oregon Portland Cement Company

It is further agreed that the following is added as an additional Named Insured:

Ash Grove Cement West, Inc.

All Other Terms and Conditions Remain Unchanged

Authorized Representative

Form 99-02-02/5 Part (Rev.8-71) (Formerly 1382)

P-36775 (100M)

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CHUBB

ENDORSEMENT

Date Issued kd - 09/24/84

Endorsement No. 6

Insured Ash Grove Cement Co. etal

Policy No. 7936-54-15

Name of Company Federal Insurance Company

Effective Date 8-30-84

Producer Mc Alear Associates, Inc.

It is understood and agreed that the following Entity's are added as Named Insured's:

Archives Records Inc.
Data Retrival Services, Inc.

All Other Terms and Conditions Remain Unchanged

Authorized Representative

Form 99-02-02/5 Part (Rev.8-71) (Formerly 1382)

P-36775 (100M)

PRINTED IN U.S.A.

CHUBB

ENDORSEMENT

Date Issued 3/4/85

Endorsement No. 7

Insured Ash Grove Cement Co., etal

Policy No. 7936 54 15

Name of Company Federal Insurance Company

Effective Date 1/1/84

Producer McAlear Associates Inc.

It is understood and agreed that the expiration date of the above policy is amended to read 12/31/84 in lieu of 1/1/85.

All Other Terms and Conditions Remain Unchanged

Authorized Representative

Form 99-02-02/5 Part (Rev.8-71) (Formerly 1382)

P-36775 (100M)

PRINTED IN U.S.A.

RECEIVED
EXECUTIVE
OFFICES

EMETT & CHANDLER

CORPORATE INSURANCE BROKERS

Emett & Chandler Missouri,Inc.
2000Johnson Drive, Suite 200
Mission Woods, Kansas 66205
Phone 913/362-5221

EXCESS LIABILITY POLICY

POLICY PROVISIONS

1. INSURING AGREEMENT:

In consideration of the payment of the required premium and subject to all the terms of this policy, the Company agrees to pay on behalf of the insured **LOSS** resulting from any occurrence insured by the terms and provisions of the First **UNDERLYING INSURANCE** policy scheduled in Item 6 of the Declarations (except for the Limits of Liability and defense provisions, if any). The insurance afforded by this policy shall apply only in excess of and after all **UNDERLYING INSURANCE** (as scheduled in Item 6 of the Declarations) has been exhausted.

2. LIMIT OF LIABILITY:

See Item 5 of the Declarations.

3. EXCLUSION:

This policy shall not apply to Nuclear Energy Liability (see Endorsement #1, Nuclear Energy Liability Exclusion, on page three of this policy) regardless of whether or not such coverage was or would have been afforded by the First **UNDERLYING INSURANCE** policy.

4. GLOSSARY:

The conditions of this policy shall be applied as if the gloss of words listed below had been included with the word or words each time they appear in this policy:

LOSS — meaning the amount of the principal sum, award or verdict, actually paid or payable in cash in the settlement or satisfaction of claim for which the Insured is liable, either by adjudication or compromise with the written consent of the Company, after making proper deduction for all recoveries and salvages.

UNDERLYING INSURANCE — meaning all policies scheduled in Item 6 of the Declarations.

5. MAINTENANCE OF UNDERLYING INSURANCE:

The Insured agrees that the First **UNDERLYING INSURANCE** policy, and other **UNDERLYING INSURANCE** following the terms and provisions of the First **UNDERLYING INSURANCE** policy (except for limit of liability and defense provisions, if any), shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of occurrences happening during the period of this policy. The failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the Company shall only be liable to the same extent as if the Insured had complied with this condition.

6. NOTICE OF OCCURRENCE:

Upon the happening of an occurrence reasonably likely to involve the Company under this policy the Insured shall give written notice as soon as practicable to the Company. Such notice shall contain particulars sufficient to identify the Insured and fullest information obtainable at the time. If legal proceedings are begun the Insured shall forward to the Company each paper therein, or a copy thereof, received by the Insured or the Insured's representative, together with copies of reports of investigations with respect to such claim proceedings.

7. DEFENSE:

The Company shall not be called upon to assume charge of the investigation, settlement or defense of any claim made, or suits brought, or proceedings instituted against the Insured, but shall have the right and be given the opportunity to be associated in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of this policy. If the Company avails itself of such right and opportunity the Company shall do so at its own expense. Court costs and interest, if incurred with the consent of the Company, shall be borne by the Company and other interested parties in the proportion that each party's share of **LOSS** bears to the total amount of **LOSS** sustained by all interested parties.

THIS SPACE TO BE USED FOR ATTACHMENT OF DECLARATIONS AND ENDORSEMENT(S).

8. PAYMENT OF LOSS:

Upon final determination of **LOSS,** the Company promptly shall pay on behalf of the insured the amount of **LOSS** falling within the terms of this policy.

9. SUBROGATION:

In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery 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 amount recovered as subrogation shall be apportioned in the inverse order of payment of **LOSS** to the extent of the actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries.

10. CANCELLATION:

This policy may be cancelled by the Named Insured by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period.

If cancellation is at the request of the Named Insured 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. If this policy insures more than one Named Insured, cancellation may be effected by the first of such Named Insureds for the account of all the Named Insureds; notice of cancellation by the Company to such first Named Insured shall be deemed notice to all Insureds and payment of any unearned premium to such first Named Insured shall be for the account of all interests herein.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

It is agreed that the policy shall 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.

NEW YORK — The provisions of the above endorsement do not apply with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

Form 07-02-14 (Ed. 8-76) (Formerly 10362)

P-38695 (7500)

PRINTED IN U.S.A.

CHUBB GROUP
of Insurance Companies

15 Mountain View Road, Warren, New Jersey 07060

DECLARATIONS

EXCESS LIABILITY POLICY

Prior Number (84) 7936-54-15 Producer Number 3-52295

Policy Number (85) 7936-54-15

Item 1. Named Insured & Address

Ash Grove Cement Company, etal

P.O. Box 25900
Overland Park, Kansas 66225

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

EMETT & CHANDLER
CORPORATE INSURANCE BROKERS

Emett & Chandler Missouri,Inc.
2000Johnson Drive, Suite 200
Mission Woods, Kansas 66205
Phone 913/362-5221

Item 3. Policy Period From: 12/31/84 To: 12/31/85
(12:01 A.M. standard time at the address of the Named Insured)

Item 4. Premium $ 25,000. Premium Basis: Flat
Rate: ---

Item 5. Limit of Liability
The Company's Liability, under this policy, shall not exceed the greater of the following amounts:

A. 100 Percent of the **LOSS** in excess of all **UNDERLYING INSURANCE** nor for more than

B. $ 25,000,000 per occurrence or;

C. $ 25,000,000 Annual aggregate (as defined in the First **UNDERLYING INSURANCE** policy)

Item 6. Schedule of **UNDERLYING INSURANCE**

First **UNDERLYING INSURANCE** policy:

Integrity Ins. Co. — 5,000,000 each occurrence/annual aggregate (where applicable) excess of Primary or S.I.R.

other **UNDERLYING INSURANCE:**

Various as per U/W file — 20,000,000 each occurrence/annual aggregate (where applicable) excess of First Underlying Insurance.

Date mb - 03/07/85

Authorized Representative

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 07-02-290 (Ed. 8-76)

P-43199 (5M)

CHUBB

ENDORSEMENT

Date Issued mb - 03/07/85

Endorsement No. 2

Insured Ash Grove Cement Company, etal

Policy No. (85) 7936-54-15

Name of Company Federal Insurance Company

Effective Date 12/31/84

Producer McAlear Associates, Inc.

THIS POLICY IS SUBJECT TO THE FOLLOWING AMENDED CONDITION

Condition 10 of this policy is deleted and the following is substituted therefore:

10. Cancellation

This policy may be cancelled by the named INSURED by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named INSURED at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective, except for non-payment of premium 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 and the effective date of cancellation stated in the notice shall become the end of the policy period.

If cancellation is at the request of the named INSURED 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. If this policy insures more than one named INSURED, cancellation may be effected by the first of such named INSUREDS for the account of all the named INSUREDS: notice of cancellation by the Company to such first named INSURED shall be deemed notice to all INSUREDS and payment of any unearned premium to such first named INSURED shall be for the account of all interests herein.

All Other Terms and Conditions Remain Unchanged

Authorized Representative

JAB WITH 134 EXCESS UMBRELLA POLICY

ENDORSEMENT

Date Issued 10/9/85rb

Endorsement No. 4

Insured Ash Grove Cement Co., Etal.

Policy No. (86) 7936-54-15

Name of Company Federal Insurance Company

Effective Date 7/30/85

Producer McAlear Associates, Inc.

It is hereby understood and agreed that Item #6 of the policy declarations is amended to read:

First Underlying Insurance Policy:

R.L.I. Insurance Co.

$1,000,000. each occurrence/annual aggregate (where applicable) excess of Primary or S.I.R.

Other Underlying Insurance:

various as per U/W file

$24,000,000 each occurrence/annual aggregate (where applicable) excess of First Underlying Insurance

David A. Hansen

Authorized Representative

All Other Terms and Conditions Remain Unchanged

Form 99-02-02/5 Part (Rev.8-71) (Formerly 1382)

P-54827 (150M

No. NO 367

Cover Note

Previous No. 7936-54-15 of Insurance effected through

Mc ALEAR ASSOCIATES INC.

8000 West 110th Street
Overland Park, Kansas 66210

Insurance described below has been effected with the following company or companies

COMPANY	AMOUNT	PERCENT
Federal Insurance Company	See Below	100%

ASSURED Ash Grove Cement Company, etal

ASSURED'S ADDRESS P.O. Box 25900; Overland Park, KS 66225

AMOUNT	COVERAGE	RATE	ADVANCE PREMIUM
$25,000,000	Excess Umbrella Liability	Flat	$25,000.
excess $25,000,000			
excess Primary			

LOCATIONS insured herein On file with Company

DATE AND HOUR EFFECTIVE FROM 12:01 A.M. 12-31-84 TO 12:01 A.M. 12-31-85

CONDITIONS OF INSURANCE: Following Form Lead Umbrella

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this certificate shall become void, and all claims thereunder shall be forfeited.

COVER NOTE PROVISIONS

1. Cancellation of this Cover Note shall be in accordance with the provisions of the applicable policy.

2. This Cover Note shall be terminated by the issuance of the policy by the Company and the premium shall be credited thereon.

3. **SERVICE OF SUIT** — It is agreed that in the event of the failure of the Company(s) hereon to pay any amount claimed to be due hereunder, the Company(s) hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

,and that in any suit instituted against any one of them upon this contract, the Company(s) will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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

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

Signed at Grand Rapids, Michigan, this 4th day of January, 1985

MCALEAR ASSOCIATES, INC.

By Mary Ann Dillon

© GOES 115

LITHO IN U.S.A.

No. NO367

Assured Ash Grove Cement Company, etal

Address P.O. Box 25900; Overland Park, KS 66225

Expires 12-31-85

Premium $ 25,000.00

Cover Note

OF INSURANCE EFFECTED THROUGH

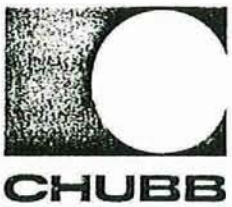
McALEAR ASSOCIATES, INC.
8000 West 110th Street
Overland Park, Kansas 66210

The Assured is requested to read this Cover Note, and, if incorrect, return it immediately for alteration.

IMPORTANT

This Cover Note cannot be cancelled flat. Earned premium must be paid for the time insurance has been in force.

Appendix77e-000236



EXCESS LIABILITY POLICY

POLICY PROVISIONS

1. INSURING AGREEMENT:

In consideration of the payment of the required premium and subject to all the terms of this policy, the Company agrees to pay on behalf of the insured **LOSS** resulting from any occurrence insured by the terms and provisions of the First **UNDERLYING INSURANCE** policy scheduled in Item 6 of the Declarations (except for the Limits of Liability and defense provisions, if any). The insurance afforded by this policy shall apply only in excess of and after all **UNDERLYING INSURANCE** (as scheduled in Item 6 of the Declarations) has been exhausted.

2. LIMIT OF LIABILITY:

See Item 5 of the Declarations.

3. EXCLUSION:

This policy shall not apply to Nuclear Energy Liability (see Endorsement #1, Nuclear Energy Liability Exclusion, on page three of this policy) regardless of whether or not such coverage was or would have been afforded by the First **UNDERLYING INSURANCE** policy.

4. GLOSSARY:

The conditions of this policy shall be applied as if the gloss of words listed below had been included with the word or words each time they appear in this policy:

LOSS — meaning the amount of the principal sum, award or verdict, actually paid or payable in cash in the settlement or satisfaction of claim for which the Insured is liable, either by adjudication or compromise with the written consent of the Company, after making proper deduction for all recoveries and salvages.

UNDERLYING INSURANCE — meaning all policies scheduled in Item 6 of the Declarations.

5. MAINTENANCE OF UNDERLYING INSURANCE:

The Insured agrees that the First **UNDERLYING INSURANCE** policy, and other **UNDERLYING INSURANCE** following the terms and provisions of the First **UNDERLYING INSURANCE** policy (except for limit of liability and defense provisions, if any), shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of occurrences happening during the period of this policy. The failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the Company shall only be liable to the same extent as if the Insured had complied with this condition.

6. NOTICE OF OCCURRENCE:

Upon the happening of an occurrence reasonably likely to involve the Company under this policy the Insured shall give written notice as soon as practicable to the Company. Such notice shall contain particulars sufficient to identify the Insured and fullest information obtainable at the time. If legal proceedings are begun the Insured shall forward to the Company each paper therein, or a copy thereof, received by the Insured or the Insured's representative, together with copies of reports of investigations with respect to such claim proceedings.

7. DEFENSE:

The Company shall not be called upon to assume charge of the investigation, settlement or defense of any claim made, or suits brought, or proceedings instituted against the Insured, but shall have the right and be given the opportunity to be associated in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of this policy. If the Company avails itself of such right and opportunity the Company shall do so at its own expense. Court costs and interest, if incurred with the consent of the Company, shall be borne by the Company and other interested parties in the proportion that each party's share of **LOSS** bears to the total amount of **LOSS** sustained by all interested parties.

CHUBB GROUP
of Insurance Companies
15 Mountain View Road, P.O. Box 1615,
Warren, NJ 07061-1615

DECLARATIONS
EXCESS LIABILITY POLICY

Prior Number New Producer Number 3-52295 Policy Number 7936 54 15

Item 1. Named Insured & Address
Ash Grove Cement Company etal.
(As per first underlying policy)
P.O. Box 25900
Overland Park, Kansas 66225

Item 2. Producer's Name & Address
McAlear Associates, Inc.
4450 Cascade Rd. S.E.
Grand Rapids, Michigan 49506

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

Item 3. Policy Period From: 1/1/84 To: 1/1/85
(12:01 A.M. standard time at the address of the Named Insured)

Item 4. Premium $ 2500. Premium Basis: Flat
Rate: --

Item 5. Limit of Liability
The Company's Liability, under this policy, shall not exceed the greater of the following amounts:

A. 100 Percent of the **LOSS** in excess of all **UNDERLYING INSURANCE** nor for more than

B. $ 5,000,000. per occurrence or;

C. $ 5,000,000. Annual aggregate (as defined in the First **UNDERLYING INSURANCE** policy)

Item 6. Schedule of **UNDERLYING INSURANCE**

First **UNDERLYING INSURANCE** policy;
Twin City Fire Insurance Co.
1-1-84/85

25,000,000 each occurrence/annual aggregate (where applicable) excess of primary or S.I.R.

other **UNDERLYING INSURANCE:**
None

Date js - 03/15/84

Authorized Representative

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
President
Secretary

FEDERAL INSURANCE COMPANY
President
Secretary

CHUBB & SON INC., U.S. MANAGER of
SUN INSURANCE OFFICE LIMITED
President
Secretary

Form 07-02-290 (Ed. 8-76) R-21957 (4M)

CHUBB

ENDORSEMENT

Date Issued js - 03/15/84

Endorsement No. 2

Insured Ash Grove Cement Company etal.

Policy No. 7936 54 15

Name of Company Federal Insurance Company

Effective Date 1/1/84

Producer McAlear Associates, Inc.

THIS POLICY IS SUBJECT TO THE FOLLOWING AMENDED CONDITION

Condition 10 of this policy is deleted and the following is substituted therefore:

10. Cancellation

This policy may be cancelled by the named INSURED by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named INSURED at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective, except for non-payment of premium 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 and the effective date of cancellation stated in the notice shall become the end of the policy period.

If cancellation is at the request of the named INSURED 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. If this policy insures more than one named INSURED, cancellation may be effected by the first of such named INSUREDS for the account of all the named INSUREDS: notice of cancellation by the Company to such first named INSURED shall be deemed notice to all INSUREDS and payment of any unearned premium to such first named INSURED shall be for the account of all interests herein.

All Other Terms and Conditions Remain Unchanged

Authorized Representative

THIS SPACE TO BE USED FOR ATTACHMENT OF DECLARATIONS AND ENDORSEMENT(S).

8. PAYMENT OF LOSS:

Upon final determination of **LOSS,** the Company promptly shall pay on behalf of the insured the amount of **LOSS** falling within the terms of this policy.

9. SUBROGATION:

In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery 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 amount recovered as subrogation shall be apportioned in the inverse order of payment of **LOSS** to the extent of the actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries.

10. CANCELLATION:

This policy may be cancelled by the Named Insured by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period.

If cancellation is at the request of the Named Insured 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. If this policy insures more than one Named Insured, cancellation may be effected by the first of such Named Insureds for the account of all the Named Insureds; notice of cancellation by the Company to such first Named Insured shall be deemed notice to all Insureds and payment of any unearned premium to such first Named Insured shall be for the account of all interests herein.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

It is agreed that the policy shall 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.

NEW YORK — The provisions of the above endorsement do not apply with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

Form 07-02-14 (Ed. 8-76) (Formerly 10362)

R-08182 (4M)

PRINTED IN U.S.A.

No. 9367

Cover Note

Previous No. 7936-54-15 of Insurance effected through

Mc ALEAR ASSOCIATES INC.

8000 West 110th Street
Overland Park, Kansas 66210

Insurance described below has been effected with the following company or companies

COMPANY	AMOUNT	PERCENT
Federal Insurance Company	See Below	100%

ASSURED Ash Grove Cement Company, etal

ASSURED'S ADDRESS P.O. Box 25900; Overland Park, KS 66225

AMOUNT	COVERAGE	RATE	ADVANCE PREMIUM
$25,000,000	Excess Umbrella Liability	Flat	$25,000.
excess $25,000,000			
excess Primary			

LOCATIONS insured herein On file with Company

DATE AND HOUR EFFECTIVE FROM 12:01 A.M. 12-31-84 TO 12:01 A.M. 12-31-85

CONDITIONS OF INSURANCE: Following Form Lead Umbrella

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this certificate shall become void, and all claims thereunder shall be forfeited.

COVER NOTE PROVISIONS

1. Cancellation of this Cover Note shall be in accordance with the provisions of the applicable policy.

2. This Cover Note shall be terminated by the issuance of the policy by the Company and the premium shall be credited thereon.

3. **SERVICE OF SUIT** – It is agreed that in the event of the failure of the Company(s) hereon to pay any amount claimed to be due hereunder, the Company(s) hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon ,and that in any suit instituted against any one of them upon this contract, the Company(s) will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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

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

Signed at Grand Rapids, Michigan, this 4th day of January, 1985

MCALEAR ASSOCIATES, INC.

By Mary Ann Dillon

©GOES 115 LITHO IN U.S.A.

No. N0367

Assured Ash Grove Cement Company, etal

Address P.O. Box 25900; Overland Park, KS 66225

Expires 12-31-85

Premium $ 25,000.00

Cover Note

OF INSURANCE EFFECTED THROUGH

McALEAR ASSOCIATES, INC.
8000 West 110th Street
Overland Park, Kansas 66210

The Assured is requested to read this Cover Note, and, if incorrect, return it immediately for alteration.

IMPORTANT

This Cover Note cannot be cancelled flat. Earned premium must be paid for the time insurance has been in force.

616-10M-10-60

Ash Grove Lime & Portland Cement Co.

Kansas City, Mo.

attach to Ins. Policy

3-1-60/63

July 13, 1961

AD 4-14

COPY

Mr. Sam E. Giles,
Mann-Kline,
Fairfax Building,
Kansas City, Missouri.

Dear Sir:

RE: COLUMBIA CASUALTY POLICY LA91-03 87 89

In connection with the above excess public liability coverage this is to advise we are planning to build a bulk cement truck terminal on the property shown on the insurance contract as: "Approximately 36 lots in Block 2 Martys 3rd Addition, Hill Street and Southwest Blvd, Rosedale, Wyandotte County, Kansas." Because of the change in our operations at this location it was thought we should give formal notice to the insurance carrier.

The terminal will be built on the back part of the lots since we will have a railroad switch from the main line of the MKT. The construction will consist of one 4,000 barrel storage bin and one 800 barrel truck loading bin. There will be a Butler type steel building over the railroad car unloading station and a Butler type steel building over the truck scales and loading spouts. A masonry scale house 26' x 20' will also be constructed. The trucks will enter from Southwest Boulevard at the northeast corner of our property. Soon after they are on our property a fuel station will be provided with a 12,000 gallon gasoline tank to be buried under ground and necessary gasoline pumps. The location of the fuel station will be approximately 100 feet from the bulk cement terminal.

A contract has been signed with the Universal Construction Company and it is anticipated the terminal will be in operation in from 60 to 90 days. At the time operations are started we will ship cement from Chanute, Kansas, to the terminal by railroad bulk cement cars. Orders from customers in greater Kansas City and the immediate territory for truck delivery will be handled from the terminal.

For some time we have leased the vacant property to two tenants. The Newlin Machinery Company, who are located immediately across the street, have used about two-thirds of it as a storage for

large contractors' equipment. The Rosedale Barbecue, operated by A. Rieke, has leased about one-third of the property. We are adjusting both leases in order to provide the property on which the terminal will be constructed. However, both tenants will continue to lease the front part of the lots facing on Southwest Boulevard. In each lease the following clause appears:

> "Indemnity: The Tenant will at all times during the term of this lease indemnify, protect, defend and save the Landlord harmless from and against any and all claims, costs, charges, liabilities or attorney's fees arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring on or about the leased premises or the streets, sidewalks or alleys adjacent thereto caused or allegedly caused by the fault or negligence of the Tenant, its agents or employees."

Unless we hear from you to the contrary, it will be assumed the above operation will be completely covered by Columbia Policy No. LA91-03387 89. If any additional information is desired by the insurance company, please let me know.

Yours truly,

COPY

RMC:MC
Att. extra copy

Columbia Casualty Company

A CAPITAL STOCK INSURANCE COMPANY
ONE PARK AVENUE, NEW YORK 16, N. Y.
(HEREINAFTER CALLED THE COMPANY)

LA91-03 87 89 "1
LIABILITY POLICY

DOES HEREBY AGREE WITH

ASH GROVE LIME & PORTLAND CEMENT CO.,
A DELAWARE CORPORATION
(HEREINAFTER CALLED THE INSURED)

AS FOLLOWS:

THE COMPANY, IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM PROVIDED FOR, AND THE STATEMENTS CONTAINED HEREIN, DOES HEREBY AGREE, SUBJECT TO EXCLUSIONS, LIMITATIONS AND CONDITIONS HEREINAFTER SET FORTH, TO INDEMNIFY THE INSURED AGAINST LOSS IN ACCORDANCE WITH THE PROVISIONS OF SUB-DIVISIONS 1 AND 2 FOLLOWING:

1. BODILY INJURY LIABILITY
   ALL SUMS IN EXCESS OF TEN THOUSAND ($10,000.00) DOLLARS WHICH THE INSURED SHALL BECOME OBLIGATED TO PAY BY REASON OF THE LIABILITY IMPOSED UPON HIM BY LAW FOR DAMAGES, OR ASSUMED BY HIM UNDER THE RAILROAD MAIN LINE, RAILROAD SIDETRACK, SWITCHTRACK OR BRIDGE MAINTENANCE AGREEMENTS DESIGNATED IN THE SCHEDULE OF THIS POLICY, INCLUDING DAMAGES FOR CARE AND LOSS OF SERVICES, BECAUSE OF BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED BY ANY PERSON OR PERSONS, AS THE RESULT OF AN OCCURRENCE WHILE THIS AGREEMENT IS IN FORCE AND CAUSED BY REASON OF THE OPERATION OF THE TRADE, BUSINESS OR WORK OF THE INSURED AT THE PLACE OR PLACES, AND THE WAYS ADJACENT THERETO, SET FORTH IN THE SCHEDULE ATTACHED HERETO.

2. PROPERTY DAMAGE
   ALL SUMS IN EXCESS OF TEN THOUSAND ($10,000.00) DOLLARS WHICH THE INSURED SHALL BECOME OBLIGATED TO PAY BY REASON OF THE LIABILITY IMPOSED UPON HIM BY LAW FOR DAMAGES BECAUSE OF INJURY TO OR DESTRUCTION OF PROPERTY, INCLUDING THE LOSS OF USE THEREOF, AS THE RESULT OF AN ACCIDENT OCCURRING WHILE THIS AGREEMENT IS IN FORCE AND CAUSED BY REASON OF THE OPERATION OF THE TRADE, BUSINESS OR WORK OF THE INSURED AT THE PLACE OR PLACES, AND THE WAYS ADJACENT THERETO, SET FORTH IN THE SCHEDULE ATTACHED HERETO.

See Endorsement #3 for amendment

BEFORE LIABILITY OF THE COMPANY HEREUNDER SHALL ATTACH AS HEREIN PROVIDED, THE INSURED SHALL HAVE ACTUALLY PAID IN MONEY IN SETTLEMENT OF CASUALTIES DESCRIBED IN SUB-DIVISIONS 1 AND 2 ABOVE, THE NET SUM OF TEN THOUSAND ($10,000.00) DOLLARS, IN RESPECT OF EACH OCCURRENCE INVOLVING BODILY INJURY AND IN RESPECT OF EACH ACCIDENT INVOLVING PROPERTY DAMAGE.

THE LIMIT OF THE COMPANY'S LIABILITY ON ACCOUNT OF BODILY INJURY TO OR DEATH OF ALL PERSONS AS THE RESULT OF ANY ONE OCCURRENCE, SHALL BE FIVE HUNDRED THOUSAND ($500,000.00) DOLLARS.

THE LIMIT OF THE COMPANY'S LIABILITY ON ACCOUNT OF DAMAGE TO PROPERTY AS THE RESULT OF ANY ONE ACCIDENT, SHALL BE FIVE HUNDRED THOUSAND ($500,000.00) DOLLARS, AND SUBJECT TO THE SAME LIMIT FOR ANY ONE ACCIDENT, THE COMPANY'S AGGREGATE LIABILITY UNDER THIS POLICY FOR PROPERTY DAMAGE SHALL IN NO EVENT EXCEED THE SUM OF FIVE HUNDRED THOUSAND ($500,000.00) DOLLARS.

IRRESPECTIVE OF THE NUMBER OF INSUREDS COVERED HEREUNDER, THE LIMIT OF LIABILITY OF THE COMPANY AS SET FORTH HEREIN SHALL APPLY COLLECTIVELY TO ALL INSUREDS.

4/12/60

"LOSS", AS USED HEREIN, SHALL BE UNDERSTOOD TO MEAN ONLY THOSE AMOUNTS ACTUALLY PAID IN CASH, LAWFUL MONEY OF THE UNITED STATES OF AMERICA, BY THE INSURED TO CLAIMANTS IN SETTLEMENT OF THEIR CLAIMS OR IN SATISFACTION OF JUDGMENTS RENDERED IN SAID CLAIMS, AND SHALL NOT INCLUDE COURT COSTS, INTEREST UPON JUDGMENTS, INVESTIGATION AND LEGAL EXPENSES, WHICH LAST MENTIONED ITEMS SHALL BE SEPARATELY TREATED IN THIS AGREEMENT.

IN ADDITION TO THE RETENTION OF THE INSURED AND THE LIMIT OF THE COMPANY'S LIABILITY, AS DESCRIBED HEREINBEFORE, THE PARTIES HERETO SHALL EACH BEAR THE PORTION OF COURT COSTS, INTEREST UPON JUDGMENTS, LEGAL AND INVESTIGATION EXPENSES (EXCLUDING, HOWEVER, ORDINARY OVERHEAD EXPENSES SUCH AS SALARIES, ANNUAL RETAINERS, AND OTHER FIXED EXPENSES OF THE PARTIES HERETO) THAT THE LOSS SUSTAINED AND PAID BY EACH BEARS TO THE TOTAL AMOUNT OF LOSS BORNE BY BOTH.

THIS INSURANCE IS SUBJECT TO THE FOLLOWING CONDITIONS:

EXCLUSIONS

A. THIS POLICY SHALL NOT APPLY TO LOSS FROM OR ANY CLAIM OR SUIT BASED UPON:

(A) BODILY INJURY TO OR DEATH OF ANY EMPLOYEE OF THE INSURED WHILE ENGAGED IN THE BUSINESS OF THE INSURED, OR TO ANY OBLIGATION FOR WHICH THE INSURED MAY BE HELD LIABLE UNDER ANY WORKMEN'S COMPENSATION LAW.

(B)(1) THE CONSUMPTION OR USE BY THE PUBLIC, AWAY FROM THE PREMISES OR PLACES OF WORK OF THE INSURED, OF ANY ARTICLE OR PRODUCT MANUFACTURED OR SOLD BY THE INSURED, OR THE USE BY ANYONE OF ANY COMPLETED WORK OF THE INSURED, OR (2) OPERATIONS, IF THE ACCIDENT OCCURS AFTER SUCH OPERATIONS HAVE BEEN COMPLETED OR ABANDONED AND OCCURS AWAY FROM PREMISES OWNED RENTED OR CONTROLLED BY THE INSURED.

(C) THE OPERATION, MAINTENANCE, OR USE OF VEHICLES OF ANY KIND (OTHER THAN HAND TRUCKS, PUSH CARTS AND BICYCLES), OR THE LOADING OR UNLOADING THEREOF, WHILE AWAY FROM THE PREMISES.

(D) THE EXISTENCE, OPERATION OR MAINTENANCE OF ELEVATORS USED FOR PUBLIC PASSENGER SERVICE AT PREMISES OWNED, RENTED OR CONTROLLED BY THE INSURED.

(E) BODILY INJURIES OR DEATH OF PERSONS CAUSED BY THE OPERATION, MAINTENANCE OR USE OF ANY AIRCRAFT OR WATERCRAFT.

(F) LIABILITY FOR BODILY INJURY ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT NOT DEFINED IN SUB-DIVISION 1 "BODILY INJURY LIABILITY" OF THIS POLICY.

(G) LIABILITY FOR PROPERTY DAMAGE ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT.

(H) ACCIDENTS OCCURRING AWAY FROM THE INSURED'S PREMISES UNLESS RESULTING FROM OR IN CONNECTION WITH THE DISCLOSED OPERATIONS OF THE INSURED CONDUCTED ON SAID PREMISES BUT ACCIDENTS CAUSED BY OR THROUGH THE WORK OF DELIVERING, INSTALLING, REMOVING, REPAIRING, OR DEMONSTRATING ANY GOODS OR PRODUCTS AWAY FROM THE INSURED'S PREMISES SHALL BE EXCLUDED HEREUNDER.

(I) INJURY TO OR DESTRUCTION OF PROPERTY OWNED, RENTED, OCCUPIED OR USED BY THE INSURED OR PROPERTY IN THE CARE, CUSTODY OR CONTROL OF THE INSURED.

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(J) INJURY TO OR DESTRUCTION OF PROPERTY CAUSED BY (1) THE DISCHARGE, LEAKAGE OR OVERFLOW OF WATER OR STEAM FROM PLUMBING, HEATING, REFRIGERATING OR AIR-CONDITIONING SYSTEMS, ELEVATOR TANKS OR CYLINDERS, 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 OR 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, IN SO FAR AS ANY OF THESE OCCUR ON OR FROM PREMISES OWNED OR RENTED BY THE NAMED INSURED.

(K) LIABILITY IMPOSED UPON THE INSURED OR ANY INDEMNITEE, AS A PERSON OR ORGANIZATION ENGAGED IN THE BUSINESS OF MANUFACTURING, SELLING OR DISTRIBUTING ALCOHOLIC BEVERAGES, OR AS THE OWNER OR LESSOR OF PREMISES USED FOR SUCH PURPOSES, BY REASON OF THE SALE, GIFT, DISTRIBUTION OR USE OF ANY ALCOHOLIC BEVERAGE, BUT THIS EXCLUSION DOES NOT APPLY TO LIABILITY ARISING OUT OF THE DELETERIOUS CONDITION THEREOF OR FOREIGN MATTER THEREIN.

B. PREMIUM IS BASED UPON THE ENTIRE REMUNERATION OF THE EMPLOYEES NOT SPECIFICALLY EXCLUDED, WHETHER FOR SALARIES, WAGES, OVERTIME, PIECE WORK, OR ALLOWANCES EARNED DURING THE POLICY PERIOD, AND WHEN EVER EMPLOYEES ARE REMUNERATED IN WHOLE OR IN PART BY ANY SUBSTITUTE FOR CASH, THE VALUE OF SUCH REMUNERATION SHALL BE INCLUDED.

THE INSURED WILL RENDER TO THE COMPANY WITHIN TWENTY (20) DAYS AFTER THE CLOSE OF THE POLICY PERIOD A STATEMENT IN WRITING OF THE FULL AMOUNT OF REMUNERATION EARNED BY THE EMPLOYEES DURING THE POLICY PERIOD AND THE ACTUAL PREMIUM ADJUSTED IN ACCORDANCE THEREWITH AT THE RATES AND UNDER THE CONDITIONS HEREIN SPECIFIED. IF THE EARNED PREMIUM, THUS COMPUTED, IS GREATER THAN THE ADVANCE PREMIUM PAID, THE INSURED SHALL IMMEDIATELY PAY THE ADDITIONAL AMOUNT TO THE COMPANY, IF LESS, THE COMPANY SHALL RETURN TO THE INSURED THE UNEARNED PORTION, BUT IN ANY EVENT THE COMPANY SHALL RETAIN THE MINIMUM ANNUAL PREMIUM STATED IN THE SCHEDULE OF OPERATIONS. UPON DELIVERY AND ACCEPTANCE OF THIS POLICY THE INSURED SHALL PAY TO THE COMPANY THE DEPOSIT PREMIUM NAMED IN THE SCHEDULE WHICH SHALL BE HELD FOR ITS ACCOUNT AND ALLOWED AS A CREDIT UPON FINAL PREMIUM ADJUSTMENT AND SETTLEMENT.

C. NOTICE OF CLAIM, INVESTIGATION AND LITIGATION

THE INSURED SHALL GIVE THE COMPANY PROMPT WRITTEN NOTICE OF ANY ACCIDENT OR EVENT WHICH IN THE OPINION OF THE INSURED MAY RESULT IN A CLAIM HEREUNDER AGAINST THE COMPANY, TOGETHER WITH FULL AND COMPLETE DETAILS RELATIVE TO SAID ACCIDENT.

THE INSURED SHALL INVESTIGATE, OR CAUSE TO BE INVESTIGATED, ALL CLAIMS MADE AGAINST IT, AND CONDUCT, OR CAUSE TO BE CONDUCTED, THE DEFENSE IN HEARINGS, PROCEEDINGS OR SUITS FILED AGAINST IT, BUT THE COMPANY AT ITS OWN ELECTION AND EXPENSE SHALL HAVE THE RIGHT TO PARTICIPATE WITH THE INSURED IN THE DEFENSE OR SETTLEMENT OF ANY CLAIM, PROCEEDING, OR SUIT IN WHICH IT MAY IN ITS JUDGMENT BECOME INVOLVED.

THE INSURED, IN THE EVENT OF ANY AWARD OR JUDGMENT, THE TOTAL AMOUNT OF WHICH SHALL INVOLVE LIABILITY OF THE COMPANY, SHALL GIVE NOTICE THEREOF TO THE COMPANY BEFORE THE TIME FOR AN APPEAL THEREFROM HAS EXPIRED.

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IF THE PARTIES AGREE UPON AN APPEAL, EACH SHALL BEAR ITS OWN EXPENSE OF OVERHEAD, SERVICES OF SALARIED EMPLOYEES AND ATTORNEY'S FEES; AND ALL OTHER COSTS AND EXPENSES SHALL BE BORNE IN PROPORTION TO THEIR RESPECTIVE LOSS. IF THEY FAIL TO AGREE, EITHER PARTY MAY PERFECT THE APPEAL AT ITS OWN EXPENSE OF INVESTIGATION, LEGAL FEES, INTEREST AND EXPENSES OF APPEAL. BOTH PARTIES SHALL FURNISH AN APPEAL BOND IN AN AMOUNT REQUIRED BY LAW WHICH SHALL REPRESENT THEIR RESPECTIVE SHARE OF SUCH LOSS.

WITHIN THE LIMITS HEREIN PROVIDED THE COMPANY WILL REIMBURSE THE INSURED OR ITS LEGAL REPRESENTATIVE PROMPTLY FOR LOSS SUSTAINED AND ACTUALLY PAID IN CASH, LAWFUL MONEY OF THE UNITED STATES OF AMERICA, IN EXCESS OF THE INSURED'S RETENTION HEREIN PROVIDED, UPON RECEIPT IN THE HOME OFFICE OF THE COMPANY OF FINAL RELEASES TAKEN BY THE INSURED OR ITS LEGAL REPRESENTATIVE FROM THE CLAIMANT OR CLAIMANTS SEEKING DAMAGES AGAINST THE INSURED, OR IN SATISFACTION OF A JUDGMENT OR JUDGMENTS RENDERED IN A CLAIM OR CLAIMS PROSECUTED AGAINST THE INSURED.

D. THE INSURED AGREES TO PROSECUTE ALL CLAIMS IT MAY HAVE AGAINST ANY PERSON, FIRM OR CORPORATION, GROWING OUT OF ANY ACCIDENT COVERED HEREBY, AND AFTER DEDUCTING THE COST OF COLLECTION, BUT NOT TO EXCEED TWENTY-FIVE (25%) PER CENT OF THE AMOUNT RECOVERED, PAY TO THE COMPANY THE AMOUNT OF ITS LOSS AND ANY EXCESS SHALL BELONG TO THE INSURED. IF THE INSURED FAILS OR NEGLECTS TO ENFORCE WITHIN A REASONABLE TIME SUCH CLAIM, THE COMPANY SHALL BE SUBROGATED TO SUCH CLAIM OR CLAIMS, AND THE INSURED SHALL EXECUTE ANY AND ALL PAPERS AND DOCUMENTS NECESSARY TO VEST FULL RIGHTS, TITLE AND INTEREST IN SAID CLAIM OR CLAIMS IN THE COMPANY AND THE COMPANY MAY PROSECUTE SAID CLAIM IN ITS OWN NAME OR IN THE NAME OF THE INSURED.

THE INSURED COVENANTS AND AGREES TO COOPERATE TO THE FULLEST EXTENT WITH THE COMPANY IN THE ENFORCEMENT OF SAID CLAIM. THE NET PROCEEDS DERIVED FROM SAID CLAIM SHALL FIRST BE USED BY THE COMPANY TO PAY ITS LOSS ON THE CLAIM FROM WHICH THE CAUSE OF ACTION AROSE, AND ANY EXCESS SHALL BE PAID TO THE INSURED.

E. THE COMPANY SHALL HAVE THE RIGHT TO INSPECT THE PREMISES AND EQUIPMENT OF THE INSURED AT ANY REASONABLE TIME WITHIN THE PERIOD OF THIS INSURANCE AND FOR A REASONABLE PERIOD THEREAFTER IN THE EVENT OF CLAIMS PENDING. THE BOOKS AND RECORDS OF THE INSURED OR ANY OF ITS AGENTS AND REPRESENTATIVES SHALL BE OPEN TO THE COMPANY OR ITS REPRESENTATIVES AT ALL TIMES DURING USUAL BUSINESS HOURS FOR INSPECTION OF ACCIDENT OR CLAIMS RECORDS AND AUDIT OF PAYROLLS.

F. NO NOTICE TO ANY AGENT, OR KNOWLEDGE POSSESSED BY ANY AGENT OR BY ANY OTHER PERSON SHALL BE HELD TO EFFECT A WAIVER OR CHANGE IN ANY PART OF THIS POLICY NOR 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 HEREOF, SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY.

G. NO ASSIGNMENT OF INTEREST UNDER THIS POLICY SHALL BIND THE COMPANY UNTIL ITS CONSENT IS ENDORSED HEREON; IF, HOWEVER, THE NAMED INSURED SHALL DIE OR BE ADJUDGED BANKRUPT OR INSOLVENT WITHIN THE POLICY PERIOD, THIS POLICY, UNLESS CANCELLED, SHALL, IF WRITTEN NOTICE BE GIVEN TO THE COMPANY WITHIN THIRTY (30) DAYS AFTER THE DATE OF SUCH DEATH OR ADJUDICATION, COVER THE NAMED INSURED'S LEGAL REPRESENTATIVE AS THE NAMED INSURED.

H. NO ACTION SHALL LIE AGAINST THE COMPANY TO RECOVER ANY LOSS SUSTAINED IN EXCESS OF THE INSURED'S RETENTION SET FORTH IN THIS AGREEMENT UNLESS BROUGHT BY THE INSURED OR ITS LEGAL REPRESENTATIVE TO RECOVER SUCH LOSS AFTER THE INSURED'S RETENTION AND SUCH EXCESS LOSS SHALL

HAVE BEEN ACTUALLY PAID IN CASH, LAWFUL MONEY OF THE UNITED STATES OF AMERICA, BY THE INSURED OR ITS LEGAL REPRESENTATIVE IN SATISFACTION OF A FINAL JUDGMENT AFTER A TRIAL OF THE ISSUES ON THEIR MERITS, OR IN SATISFACTION OF A CLAIM FILED AGAINST THE INSURED OR ITS LEGAL REPRESENTATIVE.

NO ACTION SHALL LIE AGAINST THE COMPANY TO RECOVER FOR ANY EXPENSE COVERED UNDER THIS AGREEMENT UNLESS BROUGHT BY THE INSURED OR ITS LEGAL REPRESENTATIVE FOR LAWFUL MONEY OF THE UNITED STATES OF AMERICA ACTUALLY PAID IN CASH BY THE INSURED OR ITS LEGAL REPRESENTATIVE IN SATISFACTION OF ACCOUNTS COVERING SUCH EXPENSE.

I. SHOULD THE INSURED HAVE OTHER VALID AND COLLECTIBLE INSURANCE AGAINST LOSS COVERED HEREBY, THE INSURED SHALL NOT BE ENTITLED TO RECEIVE FROM THE COMPANY A LARGER PORTION OF THE LOSS THAN THE AMOUNT HEREBY INSURED BEARS TO THE WHOLE AMOUNT OF SUCH INSURANCE AGAINST SUCH LOSS CARRIED BY THE INSURED.

J. THIS POLICY SHALL BECOME EFFECTIVE ON THE 1ST DAY OF MARCH, 1960, 12:01 A.M., AND END ON THE 1ST DAY OF MARCH, 1963, 12:01 A.M., AS TO BOTH DATES STANDARD TIME AT THE PLACE WHERE ANY OPERATION COVERED BY THIS POLICY IS CONDUCTED AS RESPECTS THAT OPERATION, OR AT THE PLACE WHERE ANY INJURY COVERED HEREIN IS SUSTAINED AS RESPECTS SUCH INJURY.

THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY MAILING WRITTEN NOTICE TO THE COMPANY STATING WHEN THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING WRITTEN NOTICE TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THIS POLICY STATING WHEN NOT LESS THAN FIFTEEN (15) DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE. THE MAILING OF NOTICE AS AFORESAID 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 SHALL BE EQUIVALENT TO MAILING.

IF THE NAMED INSURED CANCELS, EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH THE CUSTOMARY SHORT RATE TABLE AND PROCEDURE. IF THE COMPANY CANCELS, EARNED PREMIUM SHALL BE COMPUTED PRO RATA. PREMIUM ADJUSTMENT MAY BE MADE AT THE TIME CANCELLATION IS EFFECTIVE AND, IF NOT THEN MADE, SHALL BE MADE AS SOON AS PRACTICABLE AFTER CANCELLATION BECOMES EFFECTIVE. THE COMPANY'S CHECK OR THE CHECK OF ITS REPRESENTATIVE MAILED OR DELIVERED AS AFORESAID SHALL BE A SUFFICIENT TENDER OF ANY REFUND OF PREMIUM DUE THE NAMED INSURED.

NO RETURN PREMIUM SHALL BE DUE UNTIL A STATEMENT OF THE ENTIRE REMUNERATION EARNED BY EMPLOYEES OF THE INSURED DURING THE PERIOD THIS POLICY WAS IN FORCE HAS BEEN RENDERED BY THE INSURED TO THE COMPANY AND PAYROLLS AUDITED BY THE COMPANY IF IT SO DESIRES, BUT IN NO EVENT SHALL THE PREMIUM DURING THE POLICY PERIOD, OR PORTION OF SAID POLICY PERIOD, BE LESS THAN THE MINIMUM ANNUAL PREMIUM SET FORTH IN THE SCHEDULE.

IN WITNESS WHEREOF, THE COLUMBIA CASUALTY COMPANY, HAS CAUSED THIS POLICY TO BE SIGNED BY ITS VICE-PRESIDENT AT THE CITY OF NEW YORK, BUT THE SAME SHALL NOT BE BINDING UPON THE COMPANY UNTIL COUNTERSIGNED BY A DULY AUTHORIZED AGENT OF THE COMPANY.

Bruce K Snyder
VICE-PRESIDENT

COUNTERSIGNED AT: MANN-KDINE

BY: R Raymond
AUTHORIZED AGENT

4/1/60

Appendix77e-000251

SCHEDULE

1. NAME OF INSURED: ASH GROVE LIME & PORTLAND CEMENT CO., A DELAWARE CORPORATION

2. ADDRESS: 101 WEST ELEVENTH STREET, KANSAS CITY, MISSOURI

3. POLICY PERIOD: THIS POLICY SHALL BECOME EFFECTIVE ON THE 1ST DAY OF MARCH, 1960, 12:01 A.M., AND END ON THE 1ST DAY OF MARCH, 1963 12:01 A.M., AS TO BOTH DATES STANDARD TIME AT THE PLACE WHERE ANY OPERATION COVERED BY THIS POLICY IS CONDUCTED AS RESPECTS THAT OPERATION, OR AT THE PLACE WHERE ANY INJURY COVERED HEREIN IS SUSTAINED AS RESPECTS SUCH INJURY.

4. LOCATION OF PLANT OR WORKS:

Add Hill Transformer

PLANTS ARE LOCATED ADJACENT TO LOUISVILLE, NEBRASKA, CHANUTE, KANSAS, AND SPRINFIELD, MISSOURI. THESE PLANT LOCATIONS ARE INCLUDED IN THE FOLLOWING DESCRIBED REAL ESTATE:

① APPROXIMATELY 3,665 ACRES IN SECTION 3, TOWNSHIP 10, RANGE 11, CASS COUNTY, NEBRASKA; SECTIONS 34 AND 35, TOWNSHIP 11, RANGE 11, CASS COUNTY, NEBRASKA; SECTIONS 12, 13, 14, 22, AND 23, TOWNSHIP 12, RANGE 11, CASS COUNTY, NEBRASKA; SECTIONS 5, 6, 7, 8, 18 AND 19, TOWNSHIP 12, RANGE 12, CASS COUNTY, NEBRASKA;

✓ APPROXIMATELY 790 ACRES IN SECTIONS 2, 9, 10, 11, 14 AND 15, TOWNSHIP 12, RANGE 11, SARPY COUNTY, NEBRASKA; SECTION 31, TOWNSHIP 13, RANGE 12, SARPY COUNTY, NEBRASKA; SECTION 1, TOWNSHIP 12, RANGE 11, SARPY COUNTY, NEBRASKA.

③ APPROXIMATELY ~~8~~ 6 LOTS IN VILLAGE OF LOUISVILLE, CASS COUNTY, NEBRASKA.

② APPROXIMATELY 2,458 ACRES IN SECTIONS 4, 5, 8, 16, 17 AND 18, 19 TOWNSHIP 27S, RANGE 18E AND SECTIONS 13, 24, AND 25, TOWNSHIP 27S, RANGE 17E, NEOSHO COUNTY, KANSAS; SECTION 33, TOWNSHIP 26S, RANGE 18E, ALLEN COUNTY, KANSAS.

✓ APPROXIMATELY 36 LOTS IN BLOCK 2, MARTYS 3RD ADDITION, HILL ST. AND S.W. BLVD., ROSEDALE, WYANDOTTE COUNTY, KANSAS.

✓ APPROXIMATELY 359 ACRES IN SECTIONS 8 AND 9, TOWNSHIP 28, RANGE 21, GREENE COUNTY, MISSOURI.

④ APPROXIMATELY ~~24~~ 23 LOTS AND THE QUARRY RESERVE IN CITY OF SPRINGFIELD, GREEN COUNTY, MISSOURI.

✓ APPROXIMATELY 1.13 ACRES FRONTING ON OAK STREET BETWEEN 51ST AND 52ND STREET, CITY OF KANSAS CITY, JACKSON COUNTY, MISSOURI.

✓ APPROXIMATELY 119 ACRES IN SECTIONS 29 AND 30, TOWNSHIP 41, RANGE 7 MARIES COUNTY, MISSOURI.

✓ APPROXIMATELY 120 ACRES IN SECTIONS 24 AND 25, TOWNSHIP 21, RANGE 34, McDONALD COUNTY, MISSOURI.

⑤ APPROXIMATELY 113 ACRES IN SECTIONS 15, 16 AND ~~21~~, TOWNSHIP 23, RANGE 24, STONE COUNTY, MISSOURI.

⑥

OK [illegible] 4/11/60

PUBLIC LIABILITY

Classification of Operations	Estimated Total Annual Remuneration		Rate per $100. of Remuneration		Estimated Premium
KANSAS:					
#2483 Quarrying	$ 75,000.00	90,000.	.044	38	$ 33.00
#2478 Cement Mfg.	1,000,000.00	225,000.	.026	x 3	260.00
MISSOURI:					
#2483 Lime Mfg.	750,000.00	740,000.	.056		420.00
NEBRASKA:					
#2483 Quarrying	275,000.00	265,000.	.035		96.25
#2478 Cement Mfg.	1,000,000.00	325,000.	.020		200.00

LOCATION AND DESCRIPTION

States of Kansas, Missouri and Nebraska + Oregon	Acreage	Rate per Acre	Premium
#327 Vacant (excluding abandoned quarry property or vacant property which forms a part of or is adjoining operating quarries)	5,250	.0026	13.65
			1,022.90
			x 3
Hill Street Transfer Station Cement Handling	20,000.00		3,068.70

CONTRACTUAL BODILY INJURY LIABILITY WITH RESPECT TO THE FOLLOWING:
RAILROAD MAIN LINE, RAILROAD SIDETRACK, SWITCHTRACK OR
BRIDGE MAINTENANCE AGREEMENT

St. Louis-San Francisco Railway Co. at Galloway, Mo. Dated June 26, 1931
St. Louis-San Francisco Railway Co. at Galloway, Mo. Dated Jan. 25, 1939
St. Louis-San Francisco Railway Co. at Galloway, Mo. Dated Jan. 21, 1939
St. Louis-San Francisco Railway Co. at Galloway, Mo. Dated Jan. 4, 1956
St. Louis-San Francisco Railway Co. at Springfield, Mo. Dated June 10, 1941
St. Louis-San Francisco Railway Co. at Springfield, Mo. Dated Nov. 21, 1941
St. Louis-San Francisco Railway Co. at Springfield, Mo. Dated Aug. 5, 1949
St. Louis-San Francisco Railway Co. at Springfield, Mo. Dated Mar. 2, 1956
St. Louis-San Francisco Railway Co. at Galloway, Mo. Dated Jan. 15, 1957
St. Louis-San Francisco Railway Co. at Galloway, Mo. Dated Feb. 2, 1951
St. Louis-San Francisco Railway Co. at Springfield, Mo. Dated March 25, 1959
Missouri Pacific Railroad at Louisville, Nebraska Dated July 19, 1927
Chicago, Burlington & Quincy Railroad at Louisville, Neb. Dated April 1, 1947
Chicago, Burlington & Quincy Railroad at Louisville, Neb. Dated May 20, 1927
Chicago, Burlington & Quincy Railroad at Louisville, Neb. Dated March 15, 1934
Chicago, Burlington & Quincy Railroad at Louisville, Neb. Dated April 12, 1932
Chicago, Burlington & Quincy Railroad at Louisville, Neb. Dated May 1, 1948
Chicago, Burlington & Quincy Railroad at Louisville, Neb. Dated Aug. 14, 1951
Chicago, Burlington & Quincy Railroad at Louisville, Neb. Dated April 14, 1954
Chicago, Burlington & Quincy Railroad at Louisville, Neb. Dated June 8, 1954
Chicago, Burlington & Quincy Railroad at Louisville, Neb. Dated March 1, 1954
Chicago, Burlington & Quincy Railroad at Louisville, Neb. Dated Sept. 27, 1957
Chicago, Burlington & Quincy Railroad at Louisville, Neb. Dated July 7, 1958
Chicago, Burlington & Quincy Railroad at Louisville, Neb. Dated Jan. 11, 1957
Chicago, Burlington & Quincy Railroad at Louisville, Neb. Dated Feb. 11, 1959
Chicago, Burlington & Quincy Railroad at Lot 4 Cass Co., Neb. Dated June 22, 1954
Missouri, Kansas & Texas Railway, The Atchison, Topeka and Santa Fe Railway Co. at Chanute, Kansas Dated Dec. 15, 1948
Missouri, Kansas & Texas Railway at Rosedale, Kansas Dated Nov. 20, 1936
Missouri, Kansas & Texas Railway at Chanute, Kansas Dated June 2, 1954
Missouri, Kansas & Texas Railway at Chanute, Kansas Dated April 11, 1957
Missouri, Kansas & Texas Railway at Chanute, Kansas Dated Aug. 30, 1957
Chicago, Rock Island & Pacific Railroad at Louisville, Neb. Dated March 25, 1947
Atchison, Topeka and Santa Fe Railway Co. at Chanute, Kansas Dated Oct. 8, 1956

Lime Pts 1/3 — $ 216.46
Cha 1/8 — x 3
1/2 — $ 649.38

PROPERTY DAMAGE

		Estimated Total Annual Remuneration	Rate per $100. of Remuneration	Estimated Premium
#2478	Cement Mfg.	$ 2,000,000.00	.020	$ 400.00
#2483	Quarrying	350,000.00	.228	798.00
#2483	Lime Mfg.	750,000.00	.228	1,716.00
	Transfer Station			

	Acreage	Rate per Acre	Premium
#327 Vacant Land (excluding abandoned quarry property or vacant property which forms a part of or is adjoining - operating quarries)	5,250	.003	15.75
			2,923.75
			x 3
			8,771.25

Total Estimated Premium	12,689.33
"Occurrence" Charge	37.18
Personal Injury Coverage	153.44
Total Deposit Premium	$12,879.95

BE 22

ENDORSEMENT No. 5

This endorsement, effective 12:01 A M. AUGUST 1ST, 1960, forms a part of policy No. LA91-03 87 89 issued to ASH GROVE LIME & PORTLAND CEMENT CO., A DELAWARE CORPORATION by COLUMBIA CASUALTY COMPANY

IT IS AGREED THAT THE SCHEDULE OF THIS POLICY UNDER 4. LOCATION OF PLANT OR WORKS, IS EXTENDED TO INCLUDE THE FOLLOWING:

5000 SQ. FT. OF LAND ADJACENT TO C.B.& Q. RIGHTAWAY IN NORTH KANSAS CITY, MISSOURI

OK 11/20/60

MANN-KLINE

R. Raymond

Authorized Representative

UNIFORM PRINTING BROOKLYN-CHICAGO LOWELL-SAN FRANCISCO PRINTED IN U.S.A. AND SUPPLY DIVISION

BE 22

ENDORSEMENT No. 4

This endorsement, effective 12:01 A M. MARCH 1ST, 1960, forms a part of policy No. LA91-03 87 89 issued to ASH GROVE LIME & PORTLAND CEMENT CO., A DELAWARE CORPORATION by COLUMBIA CASUALTY COMPANY

IT IS AGREED THAT THE SCHEDULE OF THIS POLICY IS EXTENDED TO INCLUDE THE FOLLOWING CONTRACTUAL AGREEMENT:

MISSOURI PACIFIC RAILROAD AT WEEPING WATER, NEBRASKA DATED MARCH 1ST, 1955.

OK 11/20/60

MANN-KLINE

By B. McLean

Authorized Representative

UNIFORM PRINTING BROOKLYN-CHICAGO LOWELL-SAN FRANCISCO

per Dam files on 6/29/60

BE 22

ENDORSEMENT No. 4

This endorsement, effective 12:01 A M. MARCH 1ST, 1960, forms a part of policy No. LA91-03 87 89 issued to ASH GROVE LIME & PORTLAND CEMENT CO., A DELAWARE CORPORATION

by COLUMBIA CASUALTY COMPANY

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF $438.56 IT IS AGREED THAT SUB-DIVISION 2 OF THE INSURING AGREEMENT OF THE POLICY IS AMENDED AS FOLLOWS:

2. PROPERTY DAMAGE

ALL SUMS IN EXCESS OF TEN THOUSAND ($10,000) DOLLARS WHICH THE INSURED SHALL BECOME OBLIGATED TO PAY BY REASON OF THE LIABILITY IMPOSED UPON HIM BY LAW FOR DAMAGES BECAUSE OF INJURY TO OR DESTRUCTION OF REAL OR TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE THEREOF, AS THE RESULT OF AN OCCURRENCE WHILE THIS AGREEMENT IS IN FORCE AND CAUSED BY REASON OF THE TRADE, BUSINESS OR WORK OF THE INSURED AT THE PLACE OR PLACES, AND THE WAYS ADJACENT THERETO, SET FORTH IN THE SCHEDULE ATTACHED HERETO.

MANN-KLINE

[signature]

Authorized Representative

[signature] 9/29/60

UNIFORM PRINTING
BROOKLYN-CHICAGO
LOWELL-SAN FRANCISCO
PRINTED IN U.S.A.
AND SUPPLY DIVISION

ENDORSEMENT No. 3

This endorsement, effective 12:01 A. M. MARCH 1ST, 1960, forms a part of policy No. LA91-03 87 89 issued to ASH GROVE LIME & PORTLAND CEMENT CO., A DELAWARE CORPORATION

by COLUMBIA CASUALTY COMPANY

PERSONAL INJURY COVERAGE

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY APPLIES SUBJECT TO THE FOLLOWING PROVISIONS:

1. THE TERM "BODILY INJURY" WHEREVER USED SHALL INCLUDE INJURY ARISING OUT OF THE FOLLOWING HAZARDS:

   A. FALSE ARREST, MALICIOUS PROSECUTION, OR WILFUL DETENTION OR IMPRISONMENT.
   B. LIBEL, SLANDER OR DEFAMATION OF CHARACTER.
   C. INVASION OF PRIVACY, WRONGFUL EVICTION OR WRONGFUL ENTRY.

THE WORD "OCCURRENCE" WHEREVER USED SHALL INCLUDE INJURY COVERED BY THIS ENDORSEMENT.

2. THIS INSURANCE DOES NOT APPLY:
   (A) TO LIABILITY ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT;
   (B) TO INJURY CAUSED BY THE WILFUL VIOLATION OF A PENAL STATUTE OR ORDINANCE COMMITTED BY OR WITH THE KNOWLEDGE OR CONSENT OF THE INSURED;
   (C) TO ACTS COMMITTED IN CONNECTION WITH ADVERTISING, BROADCASTING OR TELECASTING BY OR IN THE INTEREST OF THE INSURED;
   (D) TO INJURY SUSTAINED BY ANY PERSON WHO IS AN EMPLOYEE OF THE INSURED AT THE TIME OF THE OFFENSE CAUSING THE INJURY.

THE EXCLUSIONS OF THE POLICY DO NOT APPLY TO THIS ENDORSEMENT.

3. BEFORE THE LIABILITY OF THE COMPANY HEREUNDER SHALL ATTACH AS HEREIN PROVIDED, THE INSURED SHALL HAVE ACTUALLY PAID IN MONEY IN SETTLEMENT OF CASUALTIES DESCRIBED IN SUB-DIVISION 1 ABOVE, THE NET SUM OF TEN THOUSAND ($10,000.) DOLLARS, IN RESPECT OF EACH OCCURRENCE INVOLVING INJURY.

MANN-KLINE

R. J. Raymond

Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION

ENDORSEMENT No. 3
(SHEET No. 2)

This endorsement, effective 12:01 A M. MARCH 1ST, 1960, forms a part of policy No. LD91-03 87 89 issued to ASH GROVE LIME & PORTLAND CEMENT CO., A DELAWARE CORPORATION

by COLUMBIA CASUALTY COMPANY

4. SUBJECT TO PARAGRAPH 3, ABOVE, (A) THE LIMIT OF LIABILITY STATED BELOW AS APPLICABLE TO "EACH PERSON" IS THE LIMIT OF THE COMPANY'S LIABILITY HEREUNDER FOR ALL DAMAGES ON ACCOUNT OF INJURY SUSTAINED BY ONE PERSON OR ORGANIZATION, AND (B) THE LIMIT OF LIABILITY STATED BELOW AS "AGGREGATE" IS, SUBJECT TO THE ABOVE PROVISION RESPECTING EACH PERSON, THE TOTAL LIMIT OF THE COMPANY'S LIABILITY HEREUNDER FOR ALL DAMAGES. THE FOREGOING LIMITS APPLY TO ALL DAMAGES COVERED BY THIS ENDORSEMENT, WHETHER OR NOT THE POLICY APPLIES TO SUCH DAMAGES IN THE ABSENCE THEREOF, AND THE LIMITS STATED IN THE POLICY DO NOT APPLY TO SUCH DAMAGES.

5. THE PREMIUM STATED IN THE POLICY SCHEDULE IS AN ESTIMATED PREMIUM ONLY AND THE EARNED PREMIUM FOR THIS ENDORSEMENT SHALL BE FIVE (5) PERCENT OF THE PUBLIC LIABILITY POLICY PREMIUM.

LIMITS OF LIABILITY: $ 500,000 EACH PERSON
500,000 AGGREGATE

MANN-KLINE

Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION

GU 8679a
(Ed. 10-59)

A&G 661a

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

This endorsement, effective MARCH 1, 1960 (12:01 A. M., standard time), forms a part of policy No. LA91-03 87 89

issued to ASH GROVE LIME & PORTLAND CEMENT CO., A DELAWARE CORPORATION

by COLUMBIA CASUALTY COMPANY

It is agreed that the 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.

MANN-KLINE

Authorized Representative

UNIFORM PRINTING AND SUPPLY DIVISION AUTHENTIC

ENDORSEMENT No. 2

This endorsement, effective 12:01 A.M. MARCH 1ST, 1960, forms a part of policy No. LA91-03 87 89 issued to ASH GROVE LIME & PORTLAND CEMENT CO., A DELAWARE CORPORATION by COLUMBIA CASUALTY COMPANY

IT IS HEREBY AGREED THAT SUCH INSURANCE AS IS AFFORDED UNDER THE POLICY APPLIES ALSO TO "VACANT LAND - (EXCLUDING ABANDONED QUARRY PROPERTY OR VACANT PROPERTY WHICH FORMS A PART OF OR IS ADJOINING OPERATING QUARRIES") WHICH INSURED ACQUIRES OWNERSHIP OR CONTROL OF DURING THE POLICY PERIOD.

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN A RECORD OF SUCH VACANT LAND AS RESPECTS THE INFORMATION NECESSARY FOR PREMIUM COMPUTATION ON THE BASIS STATED IN ITEM 4 OF THE POLICY SCHEDULE.

UNIFORM PRINTING AND SUPPLY DIVISION

MANN-KLINE

Authorized Representative

Appendix77e-000260

ENDORSEMENT No. 1

This endorsement, effective 12:01 A. M. MARCH 1ST, 1960, forms a part of policy No. LA91-03 87 89 issued to ASH GROVE LIME & PORTLAND CEMENT CO., A DELAWARE CORPORATION by COLUMBIA CASUALTY COMPANY

WHEREAS, THE INSURED HAVE SUBMITTED TO THE COMPANY ALL AGREEMENTS OF WHICH THEY HAVE KNOWLEDGE AND HAVE BEEN ABLE TO LOCATE WHICH THEY HAVE ENTERED INTO WITH ANY PARTIES AND WHICH CONTAIN AN ASSUMPTION OF LIABILITY.

NOW, THEREFORE, THE COVERAGE FOR ASSUMED LIABILITY AFFORDED UNDER SUB-DIVISION 1, "BODILY INJURY LIABILITY" OF SAID POLICY IS HEREBY EXTENDED TO APPLY TO THE LIABILITY FOR ACCIDENTAL BODILY INJURY OCCURRING AT THE PREMISES OF THE INSURED, INCLUDING WAYS ADJACENT THERETO, WHICH ARE COVERED BY THE UNDERMENTIONED POLICY AND ASSUMED BY THE INSURED IN ANY OTHER AGREEMENT AND THE INSURED HEREBY AGREES TO SUBMIT TO THE COMPANY ANY ADDITIONAL AGREEMENT HEREAFTER LOCATED OR ENTERED INTO BY THE INSURED SO THAT AN APPROPRIATE ADDITIONAL PREMIUM FOR SUCH ADDITIONAL AGREEMENT CAN BE DETERMINED AND CHARGED.

UNIFORM PRINTING AND SUPPLY DIVISION

MANN-KLINE

Authorized Representative

Declarations

THE DEFENDER

Commercial Comprehensive Catastrophe Liability Policy

POLICY NUMBER
523 078553 7

DATE ISSUED January 23, 1981	**RENEWAL OR REPLACEMENT OF** 523 078181

Item 1. NAMED INSURED & ADDRESS

ASH GROVE CEMENT COMPANY (SEE ENDORSEMENT #1)
1000 Ten Main Center
Kansas City, Missouri 64105

2. POLICY PERIOD: POLICY COVERS FROM January 1, 1981 TO January 1, 1982
12:01 a.m. Standard Time at the Named Insured's address stated above.

3. COVERAGE IS PROVIDED BY COMPANY CHECKED

- ☐ UNITED STATES FIRE INSURANCE COMPANY
- ☐ THE NORTH RIVER INSURANCE COMPANY
- ☐ WESTCHESTER FIRE INSURANCE COMPANY
- ☒ INTERNATIONAL INSURANCE COMPANY

REPRESENTATIVE:

Agent or Broker: THE LONDON AGCY., INC.
Office Address: 127 W. TENTH STREET
Town, State & Zip: KANSAS CITY, MISSOURI 64105
0-07723-2

4. LIMIT OF LIABILITY — As Insuring Agreement V

(A) Coverage I (a), I (b), or I (c) or all combined with respect to each occurrence $ 10,000,000.00

(B) Aggregate limit for each annual period with respect to the products hazard $ 10,000,000.00

(C) Self-Insured Retention $ 10,000.00

5. PREMIUM IS PAYABLE

$ 17,100.00 in advance adjustable at a rate of _____ per FLAT CHARGE
annual exposure estimated at: _____

$ 17,100.00 annual minimum premium

MR/jam

POLICY JACKET, FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION:

L-4021J(8-78)
LA-MI450(2-80)
END. #1
END. #2-FM368(9-78)
END. #3-LA-LI219(2-80)
END. #4-LA-MI407(2-80)
END. #5-LA-MI421(2-80)
END. #6-FM422(9-79)

Countersigned by Lawrence J Rhea
AUTHORIZED REPRESENTATIVE

THESE DECLARATIONS, TOGETHER WITH "POLICY PROVISIONS — PART ONE," AND ENDORSEMENTS, IF ANY, ARE ISSUED AS PART OF, AND IN THE COMPLETION OF THE ABOVE NUMBERED POLICY.

L 4021 D (10-74) Printed (6-79)

This schedule effective January 1, 1981
forms part of policy number 523 078553
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

SCHEDULE A -- SCHEDULE OF UNDERLYING INSURANCE

UNDERLYING POLICIES	APPLICABLE LIMITS		INSURER
(a) Employers' Liability	$ 100,000.00	One Accident	U.S.F. & G.
(b) Automobile Liability (X) indicates covered auto(s)	Bodily Injury		
	$ N/A	Each Person	
	$ N/A	Each Occurrence	
(X) Owned, Non-owned and Hired	Property Damage		
	$ N/A	Each Occurrence	
( ) Non-owned and Hired	Bodily Injury and Property Damage Combined Single Limit		
	$ 500,000.00	Each Occurrence	U.S.F. & G.
(c) Comprehensive General Liability	Bodily Injury		
	$ N/A	Each Occurrence	
	$ N/A	Aggregate when applicable	
includes the following coverages:	Property Damage		
Employees as Insureds	$ N/A	Each Occurrence	
Blanket Contractual	$ N/A	Aggregate when applicable	
X,C & U			
Products Liability	Bodily Injury and Property Damage Combined Single Limit		
Completed Operations			
Personal Injury A,B & C	$ 500,000.00	Each Occurrence	U.S.F. & G.
Broad Form Property Damage Liability	$ 500,000.00	Aggregate when applicable	
Incidental Malpractice			

MR/jam
LA-MI 450 (2-80)
January 23, 1981
S-2

This endorsement effective January 1, 1981
forms part of policy number 523 078553
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

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

ASH GROVE CEMENT COMPANY

BATES COUNTY ROCK DIVISION OF ASH GROVE CEMENT COMPANY

AGROCK QUARRIES, DIVISION OF ASH GROVE CEMENT COMPANY

CHEMICAL SEALING CORPORATION aka CHEMSECO

UNION QUARRIES, INC.

MATERIAL TRANSPORT COMPANY

LIME TRANSPORT COMPANY

CEDAR CREEK INVESTMENT COMPANY

SUBSURFACE DEVELOPMENT COMPANY

All other terms and conditions of this policy remain unchanged.

January 23, 1981
Endorsement No. 1
FM.101.0.229(12-77)

MR/jam

Lawrence V Rhea
Authorized Representative

This endorsement effective January 1, 1981
forms part of policy number 523 078553
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

FELLOW EMPLOYEE EXCLUSION

Coverage for claims arising out of any fellow employee injury is limited in this policy to the coverage provided to the insured in primary policies listed in Schedule A, attached to this policy. If coverage is not provided by such policies, coverage is excluded from this policy.

The term "fellow employee injury" means injury to any employee of an insured, injured in the course of his or her employment by an insured, and which is caused by another employee of an insured.

All other terms and conditions of this policy remain unchanged.

Lawrence V. Rhea
Authorized Representative

Endorsement No. 2
FM.101.0.368 (9-78)
MR/jam
January 23, 1981
F-1

This endorsement effective January 1, 1981
forms part of policy number 523 078553
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

INCIDENTAL PROFESSIONAL LIABILITY LIMITATION

It is agreed that this policy applies to liability arising out of the performance of incidental professional services for others by the insured and caused by any negligent act, error or omission of the insured or any person employed by the insured, or of any other person for whose acts the insured is legally liable.

Further, coverage for claims arising out of the performance of incidental professional services for others is limited in this policy to the coverage provided to the insured in primary policies listed in Schedule A, attached to this policy. If coverage is not provided by such policies, coverage is excluded from this policy.

All other terms and conditions of this policy remain unchanged.

Lawrence V. Rhea
Authorized Representative

Endorsement No. 3
LA-LI 219 (2-80)
MR/jam
January 23, 1981
I-2

This endorsement effective January 1, 1981
forms part of policy number 523 078553
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

I. This policy does not apply:

A. to liability, arising out of the conduct of any joint venture of which the insured is a member and which is not designated in this policy as a Named Insured; or

B. to liability arising out of any project insured under a "wrap-up" rating plan; or

C. to liability arising out of a mistake or deficiency in designs, plans, or specifications (including but not limited to the preparation or approval of maps, reports, or surveys) prepared by or for the insured; or

D. to property damage to:

1. tools or equipment rented or leased to the insured; or
2. materials, parts or equipment being installed or erected by or for the insured; or
3. that particular part of property on which work is being performed by or for the insured.

II. Coverage for claims

A. arising out of liability assumed by the insured under contract; or

B. for property damage

1. 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; or

2. arising out of the collapse of or structural injury to any building or structure due to grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work, caison work or

moving, shoring, underpinning, raising or demoliton of any building or structure, removal or rebuilding of any other property at any time resulting therefrom; or

3. 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, backfilling or pile driving, or property damage to any other property at any time resulting therefrom

is limited in this policy to the coverage provided to the insured in primary policies listed in Schedule A, attached to this policy. If coverage is not provided by such policies, coverage is excluded from this policy.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Endorsement No. 4
LA-MI 407 (2-80)
MR/jam
C-4
January 23, 1981

This endorsement effective January 1, 1981
forms part of policy number 523 078553
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

MINING ENDORSEMENT

With respect to the ownership, operation or maintenance of any surface or sub-surface mine:

I. This policy does not apply:

A. to injury or to destruction of underground property; or

B. to the increased cost of reducing any underground property to physical possession above the surface of the earth, or to the expense incurred or rendered necessary to prevent or minimize loss of or damage to property resulting from acts or omissions causing underground damage; or

C. to property damage directly or indirectly arising out of, caused by, resulting from, contributed to or aggravated by the subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land or earth; if any of the foregoing emanates from an underground mine, whether active, inactive or abandoned, or operations while being conducted therein; or

D. to liability for restoration, reclamation, back filling, grading, planting, covering or other modification of mine workings, high walls, spoil banks, haulage ways, streams; or to liability arising out of claims for violation of any state or federal environmental reclamation or protection act.

The term "underground property" as used on this endorsement, means oil, gas, water or other mineral substances, including any title, interest or estate herein, which at the time of the act or omissions causing loss of, injury to

or destruction of such substance, or loss, impairment, or reduction of the value of such title, interest or estate has not been reduced to physical possession above the earth's surface, such term also includes any well, hole, formation, strata or area beneath the surface of the earth in or through which exploration for or production of any such substance is carried on, or casing, pipe, bit tool, pump or other drilling or well servicing machinery or equipment which is located in any such well or hole beneath the earth's surface at the time of the accident causing injury or destruction.

II. Coverage for claims for property damage

1. 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; or

2. arising out of the collapse of or structural injury to any building or structure due to grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work, caison work or moving, shoring, underpinning, raising or demolition of any building or structure, removal or rebuilding of any structural support thereof, or property damage to any other property at any time resulting therefrom; or

3. 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, or property damage to any other property at any time resulting therefrom

is limited in this policy to the coverage provided to the insured in primary policies listed in Schedule A, attached to this policy. If coverage is not provided by such policies, coverage is excluded from this policy.

All other terms and conditions of this policy remain unchanged.

Lawrence V Rhea
Authorized Representative

Endorsement No. 5
LA-MI 421 (2-80)
MRjam
January 23, 1981
M-7

This endorsement effective January 1, 1981
forms part of policy number 523 078553
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

SELF-INSURED RETENTION
ANNUAL AGGREGATE

In consideration of the premium charged, it is agreed that the amount stated in Item 4(C) of the Declarations, Retained Limit, shall apply as the result of all occurrences, separately as respects each annual period of this policy.

When this amount has been exhausted, this policy shall apply without application of the retained limit for the remainder of that annual period.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Endorsement No. 6
FM.101.0.422 (9-79)
MR/jam
January 23, 1981
S-5

This endorsement effective January 30, 1981
forms part of policy number 523 078553
issued to ASH GROVE CEMENT COMPANY
By International Insurance Company

CANCELLATION NOTIFICATION TO CERTIFICATE HOLDER

It is agreed that in the event of cancellation of this policy by the company, the company will give ten (10) days written notice prior to such cancellation to:

1. Missouri Highway & Transportation Commission
   Division of Maintenance & Traffic
   Permit Section
   Jefferson City, Missouri 65101
2. Missouri Highway & Transportation Commission
   c/o Mr. W. H. Shaw
   Division Engineer - Construction
   Jefferson City, Missouri 65101

All other terms and conditions of this policy remain unchanged.

Laurence V Rhea
Authorized Representative

Endorsement No. 8
LA-MI 411 (2-80)
MR/jam
February 24, 1981
C-2

This endorsement effective January 30, 1981
forms part of policy number 523 078553
issued to ASH GROVE CEMENT COMPANY
By International Insurance Company

CANCELLATION NOTIFICATION TO CERTIFICATE HOLDER

It is agreed that in the event of cancellation of this policy by the company, the company will give twenty (20) days written notice prior to such cancellation to:

1. Kansas City Power & Light
   P. O. Box 679
   Kansas City, Missouri
   Attn: R. Garcia

2. Kansas City Power & Light Co.
   P. O. Box 679
   Kansas City, Missouri 64141
   Attn: Patrick H. Tansey, Jr.
   Director of Area Development

All other terms and conditions of this policy remain unchanged.

Lawrence V. Rhea
Authorized Representative

Endorsement No. 7
LA-MI 411 (2-80)
MR/jam
February 24, 1981
C-2

Attach Declarations and Endorsements here

COMMERCIAL COMPREHENSIVE CATASTROPHE LIABILITY POLICY (THE DEFENDER) PROVISIONS — PART ONE

In consideration of the payment of premium and in reliance upon the statements in the Declarations and subject to the Limit of Liability, Exclusions, Conditions, and other terms of this policy, the Company named in the Declarations (a capital stock company, herein called the Company) agrees with the insured, also named in the Declarations attached, to provide coverage as follows:

INSURING AGREEMENTS

I COVERAGE

The Company agrees to pay on behalf of the insured the ultimate net loss in excess of the retained limit hereinafter stated, which the insured may sustain by reason of the liability imposed upon the insured by law, arising out of an occurrence or assumed by the insured under contract, for:

(a) Personal Injury Liability,

(b) Property Damage Liability, or

(c) Advertising Liability.

In any jurisdiction where, by reason of law or statute, this policy is invalid as a "pay on behalf of" contract, the Company agrees to indemnify the insured for ultimate net loss in excess of the retained limit.

II DEFENSE SETTLEMENT

With respect to any occurrence not covered, as warranted, by the underlying policies listed in Schedule A hereof or not covered by any other underlying insurance collectible by the insured, but covered by the terms and conditions of this policy except for the amount of retained limit specified in Item 4(c) of the declarations, the company shall:

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

(b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;

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

(d) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request;

(e) reimburse the insured for actual loss of earnings, not to exceed $100.00 per day for each insured, subject to an aggregate sum of $10,000 each occurrence for all insureds combined at the company's request;

and the amounts so incurred, except settlements of claims and suits are payable by the company in addition to the applicable limit of liability of this policy.

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

The insured shall promptly reimburse the company for any amount of ultimate net loss paid on behalf of the insured within the retained limit specified in Item 4(c) of the declarations except defense settlement costs paid on behalf of the insured within the retained limit.

III DEFINITIONS

1. "NAMED INSURED" AND "INSURED"

"Named insured", wherever used, includes any subsidiary company (including subsidiaries thereof) of the named insured and any other company coming under the named insured's control of which it assumes active management.

The unqualified word "insured", wherever used, includes the named insured and also:

(a) any person, organization, trustee or estate to whom or to which the named insured is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations by or on behalf of the named insured or to facilities of or used by the named insured;

(b) any additional insured, other than the named insured, included in the underlying policies listed in Schedule A but only to the extent that insurance is provided to such additional insured thereunder;

(c) except with respect to the ownership, maintenance or use, including loading or unloading, of automobiles while away from premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, (1) any executive officer, other employee, director or stockholder thereof while acting within the scope of his duties as such; (2) any organization or proprietor with respect to real estate management for the named insured;

(d) with respect to an automobile owned by or loaned to the named insured or hired for use on behalf of the named insured, any person using the automobile with the named insured's permission, and any person or organization legally responsible for the use thereof;

(e) any executive officer, director or stockholder of the named insured with respect to the use of an automobile not owned by the named insured in the business of the named insured.

The insurance with respect to any person or organization other than the named insured does not apply under division (d) and (e) of this definition of "named insured" and "insured":

1. 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;
2. with respect to any automobile hired by or loaned to the named insured, to the owner or a lessee thereof other than the named insured, or to any agent or employee of such owner or lessee.

2. "PERSONAL INJURY"

"Personal injury" means (a) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury; (b) false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution or humiliation; (c) libel, slander, defamation of character or invasion of rights of privacy, unless arising out of any advertising activities; (d) discrimination not committed by or at the direction of the insured; and (e) assault and battery not committed by or at the direction of the insured, unless committed for the purpose of protecting the property of the insured or the person or property of others.

3. "PROPERTY DAMAGE"

"Property damage" means physical injury to, destruction of or loss of use of tangible property.

4. "ADVERTISING LIABILITY"

"Advertising liability" means libel, slander, defamation, infringement of copyright, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights 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. "ULTIMATE NET LOSS"

"Ultimate net loss" means the total of the following sums with respect to each occurrence:

1. All sums which the insured, or any company as his insurer, or both, is legally obligated to pay as damages, whether by reason of adjudication or settlement, because of personal injury, property damage or advertising liability to which this policy applies, and
2. All expenses, other than defense settlement provided in Insuring Agreement II, incurred by the insured in the investigation, negotiation, settlement and defense of any claim or suit seeking such damages, excluding only the salaries of the insured's regular employees, provided "ultimate net loss" shall not include any damages or expense because of liability excluded by this policy.

This policy shall not apply to defense, investigation, settlement or legal expenses covered by underlying insurance.

6. "PRODUCTS HAZARD"

"Products hazard" means (a) the handling or use of or the existence of any condition in or a warranty of goods or products manufactured, sold, handled or distributed by the named insured or by others trading under its name, if the occurrence happens after possession of such goods or products has been relinquished to others by the named insured or by others trading under its name and if such occurrence happens away from premises owned by, rented to 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; or (b) operations, if the occurrence happens after such operations have been completed or abandoned and happens away from premises owned by, rented to or controlled by the named insured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (aa) pick-up or delivery, except from or onto a railroad car, (bb) the maintenance of vehicles owned or used by or on behalf of the insured, (cc) the existence of tools, uninstalled equipment and abandoned or unused materials.

7. "OCCURRENCE"

With respect to Coverage 1(a) and 1(b) "occurrence" means either an accident or happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally causes injury to persons or tangible property during the policy period. All damages arising out of such exposure to substantially the

same general conditions shall be considered as arising out of one occurrence.

With respect to Coverage 1(c) "occurrence" means all damages involving the same injurious material or act, regardless of the frequency of repetition thereof, the number or kind of media used, and the number of claimants and all such damages shall be understood to arise out of one happening.

IV POLICY PERIOD, TERRITORY

This policy applies to occurrences happening anywhere during the policy period.

V RETAINED LIMIT — LIMIT OF LIABILITY

With respect to Coverage I (a), I (b) or I (c), or any combination thereof, the company's liability shall be only for the ultimate net loss in excess of the insured's retained limit defined as the greater of:

(a) the total of the applicable limits of the underlying policies listed in Schedule A hereof, and the applicable limits of any other insurance collectible by the insured; or

(b) an amount as stated in Item 4(C) of the declarations as the result of any one occurrence not covered by the said policies or insurance;

and then up to an amount not exceeding the amount as stated in Item 4(A) of the declarations as the result of any one occurrence. There is no limit to the number of occurrences during the policy period for which claims may be made, except that the liability of the company arising out of the products hazard on account of all occurrences during each policy year shall not exceed the aggregate amount stated in Item 4(B) of the declarations.

In the event of the reduction or exhaustion of the aggregate limits of liability of the underlying policies listed in Schedule A by reason of losses paid thereunder, this policy, subject to the above limitations, (1) in the event of reduction, shall pay the excess of the reduced underlying limits; or (2) in the event of exhaustion, shall continue in force as underlying insurance.

EXCLUSIONS

This policy shall not apply:

(a) under Coverage I (a), to any obligation for which the insured or any of its insurers may be held liable under any workmen's or unemployment compensation, disability benefits or similar law, provided, however, that this exclusion does not apply to liability of others assumed by the named insured under contract;

(b) under Coverage I (b), to injury to or destruction of or loss of use of (1) property owned by the Named Insured, or (2) property owned by the Insured, or (3) any goods, products or containers thereof manufactured, sold, handled or distributed, or work completed by or for the insured, out of which the occurrence arises; or (4) property rented to, occupied or used by or in the care, custody or control of the insured to the extent the insured is under contract to provide insurance therefor;

(c) under Coverage I (c), to liability for (1) failure of performance of written contract, (2) infringement of registered trade mark, 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, by this shall not relate to titles or slogans, (3) incorrect description of any article or commodity, or (4) mistake in advertised price;

(d) under Coverage I (b)

1. to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the insured's products or work completed by or for the 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;
2. to loss of use of tangible property which has not been physically injured or destroyed resulting from

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

(b) the failure of the insured's products or work performed by or on behalf of the insured to meet the level of performance, quality, fitness or durability warranted or represented by the insured; but this exclusion does not apply to the extent coverage is available to the insured in the underlying insurance as set out in Schedule A of the policy to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the insured's products or work performed by or on behalf of the insured after such products or work have been put to use by any person or organization other than an insured;

(e) under Coverage I (a) or I (b) to liability 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;

(f) under Coverage I (a) or (b) to 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;

(g) under Coverage I (a) or (b) to liability arising out of the ownership, maintenance, operation, use, loading or unloading of aircraft, other than aircraft chartered

with crew, unless coverage therefor is provided by policies listed in Schedule A attached to this policy. This exclusion does not apply to liability for personal injury to any employee of the insured arising out of and in the course of his employment by the insured.

CONDITIONS

A. Premium Computation. The premium for this policy shall be based upon the rating basis as set forth in the declarations during the policy period, and shall be computed at the rate set forth in the declarations applied to each unit of exposure of such rating basis. The advance premium is based upon the estimated exposures for the policy period as stated in the declarations.

Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the earned premium thus computed is more than the advance premium paid, the named insured shall immediately pay the excess to the company; if less, the company shall return the difference to the named insured; but the company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

B. Inspection and Audit. The company shall be permitted at all reasonable times to inspect the insured's premises and equipment, and to examine the named insured's books and records, so far as the books and records relate to premium earned or to any occurrences happening during the policy period.

C. Severability of Interests. The term "insured" is used severally and not collectively except with respect to Insuring Agreement V (Retained Limit — Limit of Liability) and Condition I (Other Insurance). The inclusion in this policy of more than one insured shall not operate to increase the company's total liability for all insureds covered by this policy beyond the limits set forth in Item 4(A) and 4(B) of the declarations.

D. Notice of Occurrence. Upon the happening of an occurrence reasonably likely to involve the company hereunder, written notice shall be given as soon as practicable to the company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time.

The Insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun the insured, when requested by the company, shall forward to it each paper thereon, or a copy thereof, received by the insured or the insured's representatives, together with copies of reports of investigations made by the insured with respect to such claim proceedings.

E. Assistance and Co-operation. Except as provided in Insuring Agreement II (Defense, Settlement) or in Insuring Agreement V (Retained Limit — Limit of Liability) with respect to the exhaustion of the aggregate limits of underlying policies listed in Schedule A, or in Condition J (Underlying Insurance) the company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured; but the company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the company. In such event the insured and the company shall cooperate fully.

F. Appeals. In the event the insured or the insured's underlying insurer elects not to appeal a judgment in excess of the retained limit, the company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the company for ultimate net loss exceed the amount set forth in Insuring Agreement V (Retained Limit — Limit of Liability) for any one occurrence plus the taxable costs, disbursements and interest incidental to such appeal.

G. Loss Payable. Liability of the company with respect to any one occurrence shall not attach unless and until the insured, the company in behalf of the insured, or the insured's underlying insurer, has paid the amount of retained limit. Where the company must indemnify the insured for ultimate net loss in accordance with Insuring Agreements, the insured shall make a definite claim for any loss for which the company may be liable 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 made certain 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 are made by the insured on account of the same occurrence, additional claims shall be made similarly from time to time and shall be payable within thirty (30) days after proof in conformity with this policy.

H. Bankruptcy or Insolvency. Bankruptcy or insolvency of the insured shall not relieve the company of any of its obligations hereunder.

I. Other Insurance. If other collectible insurance including other insurance with this company is available to the insured covering a loss also covered hereunder (except insurance purchased to apply in excess of the sum of the retained limit and the limit of liability hereunder) the insurance hereunder shall be in excess of and not contribute with, such other insurance.

J. Underlying Insurance. If underlying insurance is exhausted by any occurrence, the company shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the insured resulting from the same occurrence, but only where this policy applies immediately in excess of such underlying insurance, without the intervention of excess insurance of another carrier.

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

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

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

M. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon. If, however, the insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless canceled, shall cover the insured's legal representative for the unexpired portion of such period.

N. Cancellation. This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents, or by mailing to the company written notice stating when thereafter such 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 thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing. If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the company or its representative, mailed or delivered, shall be sufficient tender of any refund due the named insured.

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

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

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a declarations page designated as Part Two and countersigned on the aforesaid declarations page by a duly authorized representative of the company.

Secretary

President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that:

I. This policy does not apply:

(a) under Coverage I (a) and I (b), to injury, sickness, disease, death, destruction or loss

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 its 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 Coverage I (a) and I (b), to injury, sickness, disease, death, destruction or loss 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 injury, sickness, disease, death, destruction or loss 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 injury to or destruction of or loss of property at such nuclear facility;

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 (1) or (2) thereof;

"nuclear facility" means

1. any nuclear reactor,

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

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

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

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

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

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

All other terms and conditions of this policy remain unchanged.

a165

Declarations

THE DEFENDER

Commercial Comprehensive Catastrophe Liability Policy

POLICY NUMBER
523 141275 6

DATE ISSUED March 5, 1982	**RENEWAL OR REPLACEMENT OF** 523 078553

Item 1. NAMED INSURED & ADDRESS

ASH GROVE CEMENT COMPANY, ET AL (SEE ENDORSEMENT NO. 1)
1000 Ten Main Center
Kansas City, Missouri 64105

2. POLICY PERIOD: POLICY COVERS FROM January 1, 1982 TO January 1, 1983
12:01 a.m. Standard Time at the Named Insured's address stated above.

3. COVERAGE IS PROVIDED BY COMPANY CHECKED

- ☐ UNITED STATES FIRE INSURANCE COMPANY
- ☐ THE NORTH RIVER INSURANCE COMPANY
- ☐ WESTCHESTER FIRE INSURANCE COMPANY
- XX INTERNATIONAL INSURANCE COMPANY

REPRESENTATIVE:

Agent or Broker: THE LONDON AGENCY, INC.
Office Address: 127 W. 10TH STREET
Town, State & Zip: KANSAS CITY, MO. 64105
K 5 7 3 5 3 - 1

4. LIMIT OF LIABILITY — As Insuring Agreement V

(A) Coverage I (a), I (b), or I (c) or all combined with respect to each occurrence	$ 10,000,000.00
(B) Aggregate limit for each annual period with respect to the products hazard	$ 10,000,000.00
(C) Self-Insured Retention	$ 10,000.00

5. PREMIUM IS PAYABLE

$ 16,000.00 in advance adjustable at a rate of _____ per FLAT CHARGE
annual exposure estimated at: _____

$ 16,000.00 annual minimum premium

RAL/myg

POLICY JACKET, FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION:

L-4021J (8-78)
LA-MI 450 (2-80)
END. NO. 1-
END. NO. 2-FM.4140 (11-78)
END. NO. 3-FM.368 (9-78)
END. NO. 4-LA-LI 219 (2-80)
END. NO. 5-LA-MI 421 (2-80)
END. NO. 6-LA-MI 407 (2-80)
END. NO. 7-LA-MI 411 (2-80)
END. NO. 8-LA-MI 411 (2-80)
END. NO. 9-FM.422 (9-79)

Countersigned by Raymond C. Lawrence
AUTHORIZED REPRESENTATIVE

THESE DECLARATIONS, TOGETHER WITH "POLICY PROVISIONS — PART ONE," AND ENDORSEMENTS, IF ANY, ARE ISSUED AS PART OF, AND IN THE COMPLETION OF THE ABOVE NUMBERED POLICY.

L 4021 D (10-74) Printed (8/80)

This schedule effective January 1, 1982
forms part of policy number 523 141275
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

SCHEDULE A -- SCHEDULE OF UNDERLYING INSURANCE

UNDERLYING POLICIES	APPLICABLE LIMITS		INSURER
(a) Employers' Liability	$ 100,000.00	One Accident	United States Fidelity & Guaranty Company
(b) Automobile Liability (X) indicates covered auto(s)	Bodily Injury		
	$ N/A	Each Person	
	$ N/A	Each Occurrence	
(X) Owned, Non-owned and Hired	Property Damage		
	$ N/A	Each Occurrence	
( ) Non-owned and Hired	Bodily Injury and Property Damage Combined Single Limit		
	$ 500,000.00	Each Occurrence	United States Fidelity & Guaranty Company
(c) Comprehensive General Liability	Bodily Injury		
	$ N/A	Each Occurrence	
	$ N/A	Aggregate when applicable	
includes the following coverages:	Property Damage		
	$ N/A	Each Occurrence	
Blanket Contractual	$ N/A	Aggregate when applicable	
Broad Form Property Damage			
Employees as Insureds			
Incidental Malpractice	Bodily Injury and Property Damage Combined Single Limit		
Personal Injury A,B & C			
Products/Completed Operations	$ 500,000.00	Each Occurrence	United States Fidelity & Guaranty Company
X,C & U	$ 500,000.00	Aggregate when applicable	

LA-MI 450 (2-80)

S-2
RAL/myg
March 5, 1982

This endorsement effective January 1, 1982
forms part of policy number 523 141275
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

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

ASH GROVE CEMENT COMPANY

BATES COUNTY ROCK DIVISION OF ASH GROVE CEMENT COMPANY

AGROCK QUARRIES, DIVISION OF ASH GROVE CEMENT COMPANY

CHEMICAL SEALING CORPORATION AKA CHEMSECO AKA INTERCOSTAL CORPORATION

UNION QUARRIES, INC.

MATERIAL TRANSPORT COMPANY

LIME TRANSPORT COMPANY

CEDAR CREEK INVESTMENT COMPANY

SUBSURFACE DEVELOPMENT COMPANY

SENIC VENTURE

AGCRETE, INC.

CEDAR CREEK PROPERTIES, INC.

All other terms and conditions of this policy remain unchanged.

Raymond A. Lawrence
Authorized Representative

Endorsement No. 1
RAL/myg
March 5, 1982

This endorsement effective January 1, 1982
forms part of policy number 523 141275
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

PROFESSIONAL LIABILITY EXCLUSION

This policy does not apply to any professional liability claims arising out of the insured's profession as an Real Estate Agent

"Professional liability," as used in this endorsement, means liability arising out of the insured's profession as stated above and caused by the rendering or failure to render professional services for others; including professional services of any employee of the insured or of any other person for whom the insured is legally liable.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Endorsement No. 2
FM.101.0.4140 (11-78)
RAL/myg
March 5, 1982
P-16

This endorsement effective January 1, 1982
forms part of policy number 523 141275
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

FELLOW EMPLOYEE EXCLUSION

Coverage for claims arising out of any fellow employee injury is limited in this policy to the coverage provided to the insured in primary policies listed in Schedule A, attached to this policy. If coverage is not provided by such policies, coverage is excluded from this policy.

The term "fellow employee injury" means injury to any employee of an insured, injured in the course of his or her employment by an insured, and which is caused by another employee of an insured.

All other terms and conditions of this policy remain unchanged.

Raymond A. Lawson
Authorized Representative

Endorsement No. 3
FM.101.0.368 (9-78)
RAL/myg
March 5, 1982
F-1

This endorsement effective January 1, 1982
forms part of policy number 523 141275
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

INCIDENTAL PROFESSIONAL LIABILITY LIMITATION

It is agreed that this policy applies to liability arising out of the performance of incidental professional services for others by the insured and caused by any negligent act, error or omission of the insured or any person employed by the insured, or of any other person for whose acts the insured is legally liable.

Further, coverage for claims arising out of the performance of incidental professional services for others is limited in this policy to the coverage provided to the insured in primary policies listed in Schedule A, attached to this policy. If coverage is not provided by such policies, coverage is excluded from this policy.

All other terms and conditions of this policy remain unchanged.

Raymond A. Laurine
Authorized Representative

Endorsement No. 4
LA-LI 219 (2-80)
RAL/myg
March 5, 1982
I-2

This endorsement effective January 1, 1982
forms part of policy number 523 141275
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

MINING ENDORSEMENT

With respect to the ownership, operation or maintenance of any surface or sub-surface mine:

I. This policy does not apply:

A. to injury or to destruction of underground property; or

B. to the increased cost of reducing any underground property to physical possession above the surface of the earth, or to the expense incurred or rendered necessary to prevent or minimize loss of or damage to property resulting from acts or omissions causing underground damage; or

C. to property damage directly or indirectly arising out of, caused by, resulting from, contributed to or aggravated by the subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land or earth; if any of the foregoing emanates from an underground mine, whether active, inactive or abandoned, or operations while being conducted therein; or

D. to liability for restoration, reclamation, back filling, grading, planting, covering or other modification of mine workings, high walls, spoil banks, haulage ways, streams; or to liability arising out of claims for violation of any state or federal environmental reclamation or protection act.

The term "underground property" as used on this endorsement, means oil, gas, water or other mineral substances, including any title, interest or estate herein, which at the time of the act or omissions causing loss of, injury to

or destruction of such substance, or loss, impairment, or reduction of the value of such title, interest or estate has not been reduced to physical possession above the earth's surface, such term also includes any well, hole, formation, strata or area beneath the surface of the earth in or through which exploration for or production of any such substance is carried on, or casing, pipe, bit tool, pump or other drilling or well servicing machinery or equipment which is located in any such well or hole beneath the earth's surface at the time of the accident causing injury or destruction.

II. Coverage for claims for property damage

1. 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; or

2. arising out of the collapse of or structural injury to any building or structure due to grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work, caison work or moving, shoring, underpinning, raising or demolition of any building or structure, removal or rebuilding of any structural support thereof, or property damage to any other property at any time resulting therefrom; or

3. 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, or property damage to any other property at any time resulting therefrom

is limited in this policy to the coverage provided to the insured in primary policies listed in Schedule A, attached to this policy. If coverage is not provided by such policies, coverage is excluded from this policy.

All other terms and conditions of this policy remain unchanged.

Raymond R. Lawrence
Authorized Representative

Endorsement No. 5
LA-MI 421 (2-80)
RAL/myg
March 5, 1982
M-7

This endorsement effective January 1, 1982
forms part of policy number 523 141275
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

I. This policy does not apply:

A. to liability, arising out of the conduct of any joint venture of which the insured is a member and which is not designated in this policy as a Named Insured; or

B. to liability arising out of any project insured under a "wrap-up" rating plan; or

C. to liability arising out of a mistake or deficiency in designs, plans, or specifications (including but not limited to the preparation or approval of maps, reports, or surveys) prepared by or for the insured; or

D. to property damage to:

1. tools or equipment rented or leased to the insured; or
2. materials, parts or equipment being installed or erected by or for the insured; or
3. that particular part of property on which work is being performed by or for the insured.

II. Coverage for claims

A. arising out of liability assumed by the insured under contract; or

B. for property damage

1. 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; or

2. arising out of the collapse of or structural injury to any building or structure due to grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work, caison work or

moving, shoring, underpinning, raising or demoliton of any building or structure, removal or rebuilding of any other property at any time resulting therefrom; or

3. 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, backfilling or pile driving, or property damage to any other property at any time resulting therefrom

is limited in this policy to the coverage provided to the insured in primary policies listed in Schedule A, attached to this policy. If coverage is not provided by such policies, coverage is excluded from this policy.

All other terms and conditions of this policy remain unchanged.

Raymond A. Lawhere

Authorized Representative

Endorsement No. 6
LA-MI 407 (2-80)

C-4
RAL/myg
March 5, 1982

This endorsement effective January 1, 1982
forms part of policy number 523 141275
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

CANCELLATION NOTIFICATION TO CERTIFICATE HOLDER

It is agreed that in the event of cancellation of this policy by the company, the company will give ten (10) days written notice prior to such cancellation to:

MISSIOURI HIGHWAY & TRANSPORTATION COMMISSION
Division of Maintenance & Traffic
Permit Section
Jefferson City, Missouri 65101

MISSOURI HIGHWAY & TRANSPORTATION COMMISSION
c/o Mr. W.H. Shaw
Division Engineer - Construction
Jefferson City, Missouri 65101

All other terms and conditions of this policy remain unchanged.

Raymond A. Lawrence
Authorized Representative

Endorsement No. 7
RAL/myg
March 5, 1982
LA-MI 411 (2-80)

This endorsement effective January 1, 1982
forms part of policy number 523 141275
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

CANCELLATION NOTIFICATION TO CERTIFICATE HOLDER

It is agreed that in the event of cancellation of this policy by the company, the company will give twenty (20) days written notice prior to such cancellation to:

KANSAS CITY POWER & LIGHT COMPANY
P.O. Box 679
Kansas City, Missouri 64141
Attn: Mr. Ken Baldwin

KANSAS CITY POWER & LIGHT COMPANY
P.O. Box 679
Kansas City, Missouri 64141
Attn: Patrick H. Tansey, Jr.
Director of Area Development

KANSAS CITY POWER & LIGHT COMPANY
P.O. Box 679
Kansas City, Missouri
Attn: R. Garcia

All other terms and conditions of this policy remain unchanged.

Raymond C. Lawrence
Authorized Representative

Endorsement No. 8
RAL/myg
March 5, 1982
LA-MI 411 (2-80)

This endorsement effective January 1, 1982
forms part of policy number 523 141275
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

SELF-INSURED RETENTION
ANNUAL AGGREGATE

In consideration of the premium charged, it is agreed that the amount stated in Item 4(C) of the Declarations, Retained Limit, shall apply as the result of all occurrences, separately as respects each annual period of this policy.

When this amount has been exhausted, this policy shall apply without application of the retained limit for the remainder of that annual period.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Endorsement No. 9
FM.101.0.422 (9-79)
RAL/myg
March 5, 1982
S-5

This endorsement effective June 7, 1982
forms part of policy number 523 141275
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

AMENDATORY DECLARATIONS

It is agreed that the Declarations of this policy are amended as designated with an "X".

( ) ITEM 1 - "Named Insured" amended to:

(X) ITEM 1 - "Named Insured" ~~amended to include~~: BATES COUNTY ROCK DIVISION OF OF ASHGROVE CEMENT is changed to: BATESCO QUARRIES DIVISION OF ASHGROVE CEMENT COMPANY

( ) ITEM 1 - "Address" amended to:

( ) ITEM 2 - "Policy Period" amended to:

( ) ITEM 4 - "Limit of Liability" amended to:

(a)

(b)

(c)

( ) ITEM 5 - "Premium Computation" amended to: N/A

Rate $

Estimated Annual Premium $

Annual Minimum Premium

Advance Premium $

Endorsement No. 10
FM.101.0.187 (12-77/LA1-80)
RAL/jmb
June 11, 1982
A-14

PREMIUM RECAPITULATION

	Additional Premium	Returned Premium
Premium Payable at Endorsement Effective Date	$	$

Premium Adjustment if Premium is Payable in Annual Installments

Dates Due	Previous Installment	Increase	Decrease	Revised Installment
	$	$	$	$
	$	$	$	$
Total Endorsement Premium to Policy Expiration		$	$	

All other terms and conditions of this policy remain unchanged.

Raymond A. Lawrence
Authorized Representative

Endorsement No. 10
FM.101.0.187 (12-77/LA2-80)
RAL/jmb
June 11, 1982
A-14

This endorsement effective January 1, 1981
forms part of policy number 523 078553
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

In consideration of the premium charged, it is understood and agreed that the following entities are added as named insureds effective from the inception date of this policy:

AGCRETE, INC.

CEDAR CREEK PROPERTIES, INC.

SCENIC VENTURE

All other terms and conditions of this policy remain unchanged.

Lawrence V. Rhea
Authorized Representative

Endorsement No. 9
MR/myg
March 5, 1982

Attach Declarations and Endorsements here

THE DEFENDER
COMMERCIAL COMPREHENSIVE CATASTROPHE LIABILITY POLICY

In consideration of the payment of premium and in reliance upon the statements in the Declarations and subject to the Limit of Liability, Exclusions, Conditions, and other terms of this policy, the Company named in the Declarations (a capital stock company, herein called the Company) agrees with the insured, also named in the Declarations attached, to provide coverage as follows:

INSURING AGREEMENTS

I COVERAGE

The Company agrees to pay on behalf of the insured the ultimate net loss in excess of the retained limit hereinafter stated, which the insured may sustain by reason of the liability imposed upon the insured by law, arising out of an occurrence or assumed by the insured under contract, for:

(a) Personal Injury Liability,

(b) Property Damage Liability, or

(c) Advertising Liability.

In any jurisdiction where, by reason of law or statute, this policy is invalid as a "pay on behalf of" contract, the Company agrees to indemnify the insured for ultimate net loss in excess of the retained limit.

II DEFENSE SETTLEMENT

With respect to any occurrence not covered, as warranted, by the underlying policies listed in Schedule A hereof or not covered by any other underlying insurance collectible by the insured, but covered by the terms and conditions of this policy except for the amount of retained limit specified in Item 4(c) of the declarations, the company shall:

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

(b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;

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

(d) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request;

(e) reimburse the insured for actual loss of earnings, not to exceed $100.00 per day for each insured, subject to an aggregate sum of $10,000 each occurrence for all insureds combined at the company's request;

and the amounts so incurred, except settlements of claims and suits are payable by the company in addition to the applicable limit of liability of this policy.

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

The insured shall promptly reimburse the company for any amount of ultimate net loss paid on behalf of the insured within the retained limit specified in Item 4(c) of the declarations except defense settlement costs paid on behalf of the insured within the retained limit.

III DEFINITIONS

1. "NAMED INSURED" AND "INSURED"

"Named insured", wherever used, includes any subsidiary company (including subsidiaries thereof) of the named insured and any other company coming under the named insured's control of which it assumes active management.

The unqualified word "insured", wherever used, includes the named insured and also:

(a) any person, organization, trustee or estate to whom or to which the named insured is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations by or on behalf of the named insured or to facilities of or used by the named insured;

(b) any additional insured, other than the named insured, included in the underlying policies listed in Schedule A but only to the extent that insurance is provided to such additional insured thereunder;

(c) except with respect to the ownership, maintenance or use, including loading or unloading, of automobiles while away from premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, (1) any executive officer, other employee, director or stockholder thereof while acting within the scope of his duties as such; (2) any organization or proprietor with respect to real estate management for the named insured;

(d) with respect to an automobile owned by or loaned to the named insured or hired for use on behalf of the named insured, any person using the automobile with the named insured's permission, and any person or organization legally responsible for the use thereof;

(e) any executive officer, director or stockholder of the named insured with respect to the use of an automobile not owned by the named insured in the business of the named insured.

The insurance with respect to any person or organization other than the named insured does not apply under division (d) and (e) of this definition of "named insured" and "insured":

1. 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;
2. with respect to any automobile hired by or loaned to the named insured, to the owner or a lessee thereof other than the named insured, or to any agent or employee of such owner or lessee.

2. "PERSONAL INJURY"

"Personal injury" means (a) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury; (b) false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution or humiliation; (c) libel, slander, defamation of character or invasion of rights of privacy, unless arising out of any advertising activities; (d) discrimination not committed by or at the direction of the insured; and (e) assault and battery not committed by or at the direction of the insured, unless committed for the purpose of protecting the property of the insured or the person or property of others.

3. "PROPERTY DAMAGE"

"Property damage" means physical injury to, destruction of or loss of use of tangible property.

4. "ADVERTISING LIABILITY"

"Advertising liability" means libel, slander, defamation, infringement of copyright, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights 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. "ULTIMATE NET LOSS"

"Ultimate net loss" means the total of the following sums with respect to each occurrence:

1. All sums which the insured, or any company as his insurer, or both, is legally obligated to pay as damages, whether by reason of adjudication or settlement, because of personal injury, property damage or advertising liability to which this policy applies, and
2. All expenses, other than defense settlement provided in Insuring Agreement II, incurred by the insured in the investigation, negotiation, settlement and defense of any claim or suit seeking such damages, excluding only the salaries of the insured's regular employees, provided "ultimate net loss" shall not include any damages or expense because of liability excluded by this policy.

This policy shall not apply to defense, investigation, settlement or legal expenses covered by underlying insurance.

6. "PRODUCTS HAZARD"

"Products hazard" means (a) the handling or use of or the existence of any condition in or a warranty of goods or products manufactured, sold, handled or distributed by the named insured or by others trading under its name, if the occurrence happens after possession of such goods or products has been relinquished to others by the named insured or by others trading under its name and if such occurrence happens away from premises owned by, rented to 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; or (b) operations, if the occurrence happens after such operations have been completed or abandoned and happens away from premises owned by, rented to or controlled by the named insured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (aa) pick-up or delivery, except from or onto a railroad car, (bb) the maintenance of vehicles owned or used by or on behalf of the insured, (cc) the existence of tools, uninstalled equipment and abandoned or unused materials.

7. "OCCURRENCE"

With respect to Coverage 1(a) and 1(b) "occurrence" means either an accident or happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally causes injury to persons or tangible property during the policy period. All damages arising out of such exposure to substantially the

same general conditions shall be considered as arising out of one occurrence.

With respect to Coverage 1(c) "occurrence" means all damages involving the same injurious material or act, regardless of the frequency of repetition thereof, the number or kind of media used, and the number of claimants and all such damages shall be understood to arise out of one happening.

IV POLICY PERIOD, TERRITORY

This policy applies to occurrences happening anywhere during the policy period.

V RETAINED LIMIT — LIMIT OF LIABILITY

With respect to Coverage I (a), I (b) or I (c), or any combination thereof, the company's liability shall be only for the ultimate net loss in excess of the insured's retained limit defined as the greater of:

(a) the total of the applicable limits of the underlying policies listed in Schedule A hereof, and the applicable limits of any other insurance collectible by the insured; or

(b) an amount as stated in Item 4(C) of the declarations as the result of any one occurrence not covered by the said policies or insurance;

and then up to an amount not exceeding the amount as stated in Item 4(A) of the declarations as the result of any one occurrence. There is no limit to the number of occurrences during the policy period for which claims may be made, except that the liability of the company arising out of the products hazard on account of all occurrences during each policy year shall not exceed the aggregate amount stated in Item 4(B) of the declarations.

In the event of the reduction or exhaustion of the aggregate limits of liability of the underlying policies listed in Schedule A by reason of losses paid thereunder, this policy, subject to the above limitations, (1) in the event of reduction, shall pay the excess of the reduced underlying limits; or (2) in the event of exhaustion, shall continue in force as underlying insurance.

EXCLUSIONS

This policy shall not apply:

(a) under Coverage I (a), to any obligation for which the insured or any of its insurers may be held liable under any workmen's or unemployment compensation, disability benefits or similar law, provided, however, that this exclusion does not apply to liability of others assumed by the named insured under contract;

(b) under Coverage I (b), to injury to or destruction of or loss of use of (1) property owned by the Named Insured, or (2) property owned by the Insured, or (3) any goods, products or containers thereof manufactured, sold, handled or distributed, or work completed by or for the insured, out of which the occurrence arises; or (4) property rented to, occupied or used by or in the care, custody or control of the insured to the extent the insured is under contract to provide insurance therefor;

(c) under Coverage I (c), to liability for (1) failure of performance of written contract, (2) infringement of registered trade mark, 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, by this shall not relate to titles or slogans, (3) incorrect description of any article or commodity, or (4) mistake in advertised price;

(d) under Coverage I (b)

1. to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the insured's products or work completed by or for the 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;
2. to loss of use of tangible property which has not been physically injured or destroyed resulting from

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

   (b) the failure of the insured's products or work performed by or on behalf of the insured to meet the level of performance, quality, fitness or durability warranted or represented by the insured; but this exclusion does not apply to the extent coverage is available to the insured in the underlying insurance as set out in Schedule A of the policy to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the insured's products or work performed by or on behalf of the insured after such products or work have been put to use by any person or organization other than an insured;

(e) under Coverage I (a) or I (b) to liability 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;

(f) under Coverage I (a) or (b) to 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;

(g) under Coverage I (a) or (b) to liability arising out of the ownership, maintenance, operation, use, loading or unloading of aircraft, other than aircraft chartered

with crew, unless coverage therefor is provided by policies listed in Schedule A attached to this policy. This exclusion does not apply to liability for personal injury to any employee of the insured arising out of and in the course of his employment by the insured.

CONDITIONS

A. Premium Computation. The premium for this policy shall be based upon the rating basis as set forth in the declarations during the policy period, and shall be computed at the rate set forth in the declarations applied to each unit of exposure of such rating basis. The advance premium is based upon the estimated exposures for the policy period as stated in the declarations.

Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the earned premium thus computed is more than the advance premium paid, the named insured shall immediately pay the excess to the company; if less, the company shall return the difference to the named insured; but the company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

B. Inspection and Audit. The company shall be permitted at all reasonable times to inspect the insured's premises and equipment, and to examine the named insured's books and records, so far as the books and records relate to premium earned or to any occurrences happening during the policy period.

C. Severability of Interests. The term "insured" is used severally and not collectively except with respect to Insuring Agreement V (Retained Limit — Limit of Liability) and Condition I (Other Insurance). The inclusion in this policy of more than one insured shall not operate to increase the company's total liability for all insureds covered by this policy beyond the limits set forth in Item 4(A) and 4(B) of the declarations.

D. Notice of Occurrence. Upon the happening of an occurrence reasonably likely to involve the company hereunder, written notice shall be given as soon as practicable to the company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time.

The Insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun the insured, when requested by the company, shall forward to it each paper thereon, or a copy thereof, received by the insured or the insured's representatives, together with copies of reports of investigations made by the insured with respect to such claim proceedings.

E. Assistance and Co-operation. Except as provided in Insuring Agreement II (Defense Settlement) or in Insuring Agreement V (Retained Limit — Limit of Liability) with respect to the exhaustion of the aggregate limits of underlying policies listed in Schedule A, or in Condition J (Underlying Insurance) the company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured; but the company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the company. In such event the insured and the company shall cooperate fully.

F. Appeals. In the event the insured or the insured's underlying insurer elects not to appeal a judgment in excess of the retained limit, the company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the company for ultimate net loss exceed the amount set forth in Insuring Agreement V (Retained Limit — Limit of Liability) for any one occurrence plus the taxable costs, disbursements and interest incidental to such appeal.

G. Loss Payable. Liability of the company with respect to any one occurrence shall not attach unless and until the insured, the company in behalf of the insured, or the insured's underlying insurer, has paid the amount of retained limit. Where the company must indemnify the insured for ultimate net loss in accordance with Insuring Agreements, the insured shall make a definite claim for any loss for which the company may be liable 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 made certain 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 are made by the insured on account of the same occurrence, additional claims shall be made similarly from time to time and shall be payable within thirty (30) days after proof in conformity with this policy.

H. Bankruptcy or Insolvency. Bankruptcy or insolvency of the insured shall not relieve the company of any of its obligations hereunder.

I. Other Insurance. If other collectible insurance including other insurance with this company is available to the insured covering a loss also covered hereunder (except insurance purchased to apply in excess of the sum of the retained limit and the limit of liability hereunder) the insurance hereunder shall be in excess of and not contribute with, such other insurance.

J. Underlying Insurance. If underlying insurance is exhausted by any occurrence, the company shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the insured resulting from the same occurrence, but only where this policy applies immediately in excess of such underlying insurance, without the intervention of excess insurance of another carrier.

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

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This policy shall not apply:

(a) to injury, sickness, disease, death, destruction or loss

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 its 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) to injury, sickness, disease, death, destruction or loss 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 injury, sickness, disease, death, destruction or loss 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 injury to or destruction of or loss of property at such nuclear facility;

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 (1) or (2) thereof;

"nuclear facility" means

1. any nuclear reactor,
2. any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packing waste,
3. any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

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

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

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

All other terms and conditions of this policy remain unchanged.

a165

Declarations

THE DEFENDER

Commercial Comprehensive Catastrophe Liability Policy

POLICY NUMBER
523 078181 1

DATE ISSUED January 13, 1980	RENEWAL OR REPLACEMENT OF NEW

Item 1. NAMED INSURED & ADDRESS

ASH GROVE CEMENT COMPANY, ET AL (SEE ENDORSEMENT # 1)
1000 Ten Main Center
Kansas City, Missouri 64105

2. POLICY PERIOD: POLICY COVERS FROM JANUARY 1, 1980 TO JANUARY 1, 1981
12:01 a.m. Standard Time at the Named Insured's address stated above.

3. COVERAGE IS PROVIDED BY COMPANY CHECKED

- [x] UNITED STATES FIRE INSURANCE COMPANY
- [ ] THE NORTH RIVER INSURANCE COMPANY
- [ ] WESTCHESTER FIRE INSURANCE COMPANY
- [ ] INTERNATIONAL INSURANCE COMPANY

REPRESENTATIVE:

Agent or Broker: THE LONDON AGCY., INC.
Office Address: 127 W. TENTH STREET
Town, State & Zip: KANSAS CITY, MISSOURI 64105
0-07723-2

4. LIMIT OF LIABILITY — As Insuring Agreement V

(A) Coverage I (a), I (b), or I (c) or all combined with respect to each occurrence $ 10,000,000.00

(B) Aggregate limit for each annual period with respect to the products hazard $ 10,000,000.00

(C) Self-Insured Retention $ 10,000.00

5. PREMIUM IS PAYABLE

$ 27,000.00 in advance adjustable at a rate of _____ per FLAT CHARGE
annual exposure estimated at: _____

$ 27,000.00 annual minimum premium

MR/tdp

POLICY JACKET, FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION:

L-4021J (8-78)
FM. 390 (5-77)
End. # 1
End. # 2 FM. 368 (50- 9/79)
End. # 3 LAMI 407 (12/78)
End. # 4
End. # 5 LA MI-422
End. # 6 FM. 422 (4-79)

Countersigned by Lawrence V. Rhea
AUTHORIZED REPRESENTATIVE

THESE DECLARATIONS, TOGETHER WITH "POLICY PROVISIONS — PART ONE," AND ENDORSEMENTS, IF ANY, ARE ISSUED AS PART OF, AND IN THE COMPLETION OF THE ABOVE NUMBERED POLICY.

L-4021 D (10-74) Printed (6-79)

UNITED STATES FIRE INSURANCE COMPANY
THE NORTH RIVER INSURANCE COMPANY
WESTCHESTER FIRE INSURANCE COMPANY
INTERNATIONAL INSURANCE COMPANY

CRUM & FORSTER INSURANCE COMPANIES
THE POLICY MAKERS

ASH GROVE CEMENT COMPANY, ET AL
POLICY NO. 523 078181
EFFECTIVE DATE: JANUARY 1, 1980

SCHEDULE A – SCHEDULE OF UNDERLYING INSURANCE

TYPE OF POLICY	APPLICABLE LIMITS		INSURER	POLICY NO.
(a) Standard Workers' Compensation & Employers' Liability	Coverage B–Employers' Liability $ 100,000.00	one accident	UNITED STATES FIDELITY AND GUARANTY COMPANY	
(b) Comprehensive Automobile Liability	Bodily Injury $ N/A $ N/A	Each Person Each Occurrence		
	Property Damage $ N/A	Each Occurrence		
	Bodily Injury and Property Damage Combined Single Limit $ 500,000.00	Each Occurrence	UNITED STATES FIDELITY AND GUARANTY COMPANY	
(c) Comprehensive General Liability	Bodily Injury $ N/A $ N/A	Each Occurrence Aggregate when applicable		
includes the following coverages when designated with ☒ ☒ Employees as Insureds ☒ Blanket Contractual ☒ X, C & U ☒ Products Liability ☒ Completed Operations ☒ Personal Injury A, B & C ☒ Incidental Malpractice ☒ Broad Form Property Damage Liability	Property Damage $ N/A $ N/A	Each Occurrence Aggregate when applicable		
	Bodily Injury and Property Damage Combined Single Limit $ 500,000.00 $ 500,000.00	Each Occurrence Aggregate when applicable	UNITED STATES FIDELITY AND GUARANTY COMPANY	
(d) Employers Liability	Coverage B-Employers Liability $ 100,000.00 One Accident Excess of 100,000 SIR (Applicable to Kansas) 100,000.00 One Accident Excess of 200,000 SIR (Applicable to Missouri) 100,000.00 One Accident Excess of 300,000 SIR (Applicable to Nebraska)		EMPLOYERS REINSURANCE CORPORATION	

FM.101.0.390 (5-77)

MR/tdp
January 18, 1980

ENDORSEMENT NO.1

Name of Insured: ASH GROVE CEMENT COMPANY, ET AL
Effective Date of this Endorsement: JANUARY 1, 1980
Policy 523 078181 (number) of UNITED STATES FIRE INSURANCE COMPANY (insurance company)

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

Ash Grove Cement Company
Lime Transport Company
Material Transport Company
Bates County Rock, Division of Ash Grove Cement Company
Agrock Quarries, Division of Ash Grove Cement Company
Fordyce Concrete, Inc.
Union Quarries, Inc.
Cedar Creek Investment Co., Inc.
Chemical Sealing Corporation, aka Chemseco
Subsurface Development Co.
Senic Venture

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue January 18, 19 80
MR/tdp

Authorized Representative

UNITED STATES FIRE INSURANCE COMPANY
THE NORTH RIVER INSURANCE COMPANY
WESTCHESTER FIRE INSURANCE COMPANY
INTERNATIONAL INSURANCE COMPANY

CRUM & FORSTER INSURANCE COMPANIES
THE POLICY MAKERS

ENDORSEMENT # 2

This endorsement effective JANUARY 1, 19 80 forms part of policy number 523 078181 issued to ASH GROVE CEMENT COMPANY, ET AL.

FELLOW EMPLOYEE EXCLUSION

Coverage for claims arising out of any fellow employee injury is limited in this policy to the coverage provided to the insured in primary policies listed in Schedule A, attached to this policy. If coverage is not provided by such policies, coverage is excluded from this policy.

The term "fellow employee injury" means injury to any employee of an insured, injured in the course of his or her employment by an insured, and which is caused by another employee of an insured.

FM.101.0.368 (9-78) - (50 - 9/79)

All other terms and conditions of this policy remain unchanged.

MR/tdp
January 18, 1980

Authorized Representative

FM. 101.0.229 (12-77)

UNITED STATES FIRE INSURANCE COMPANY
THE NORTH RIVER INSURANCE COMPANY
WESTCHESTER FIRE INSURANCE COMPANY
INTERNATIONAL INSURANCE COMPANY

CRUM & FORSTER INSURANCE COMPANIES
THE POLICY MAKERS

ENDORSEMENT # 3
ASH GROVE CEMENT COMPANY, ET AL
POLICY NO. 523 078181
EFFECTIVE DATE: JANUARY 1, 1980

CONTRACTOR'S ENDORSEMENT

I. It is agreed that this policy shall not apply:

A. under Coverage 1(a) or 1(b) to liability arising out of the conduct of any joint venture of which the Insured is a member and which is not designated in this policy as a named Insured;

B. under Coverage 1(a) or 1(b) to liability arising out of any project insured under a "wrap-up" rating plan;

C. under Coverage 1(a) or 1(b) to liability arising out of a mistake or deficiency in designs, plans, or specifications (including but not limited to the preparation or approval of maps, reports, or surveys) prepared by or for the Insured;

D. under Coverage 1(b) to damage to:

1. tools or equipment rented or leased to the Insured
2. materials, parts or equipment being installed or erected by or for the Insured, or
3. that particular part of property on which work is being performed by or for the Insured.

II. Except insofar as coverage is provided in the underlying policies set forth in Schedule A, and at the limits set forth in Schedule A, it is agreed that this policy does not apply:

A. under Coverage 1(a) or 1(b) to liability assumed by the Insured under contract;

B. under Coverage 1(b) to liability for injury to or destruction of or loss of any property arising out of:

1. blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment or,
2. the collapse of or structural injury to any building or structure due:
   a. to excavation, including borrowing, filling, or backfilling, in connection therewith or
   b. to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof;

C. under Coverage 1(b) for injury to or destruction of or loss of wires, conduits, pipes, mains, sewers, or other similar property, of any apparatus in connection therewith, below the surface of the ground, if such injury or destruction or loss of is caused by and occurs during the use of mechanical equipment for the purposes of excavating or drilling, or to injury to or destruction of or loss of property at any time resulting therefrom.

MR/tdp
January 18, 1980

Authorized Representative

LA-MI 407 5M (12/78)

ENDORSEMENT NO. 4

Name of Insured: ASH GROVE CEMENT COMPANY ET AL
Effective Date of this Endorsement: JANUARY 1, 1980
Policy 523 078181 (number) of UNITED STATES FIRE INSURANCE COMPANY (insurance company)

INCIDENTAL PROFESSIONAL LIABILITY LIMITATION

It is agreed that this policy applies to liability arising out of the performance of incidental professional services for others by the Named Insured and caused by any negligent act, error or omission of the Named Insured or any person employed by the Named Insured, or of any other person for whose acts the Named Insured is legally liable.

Further, it is agreed that, with respect to professional liability of the Named Insured arising out of the performance of professional services for others, this policy shall not apply to any claim for loss or expense for which insurance is not afforded by the underlying professional liability policy listed in Schedule A, or by any renewals or replacements thereof.

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue January 18, 19 80
MR/tdp

Authorized Representative

ENDORSEMENT NO. 5

Name of Insured: ASH GROVE CEMENT COMPANY, ET AL
Effective Date of this Endorsement: JANUARY 1, 1980
Policy 523 078181 of UNITED STATES FIRE INSURANCE COMPANY
(NUMBER) (INSURANCE COMPANY)

MINING ENDORSEMENT

I. With respect to the ownership, operation or maintenance of any surface or sub-surface mine, it is agreed that this policy shall not apply under Coverage 1(b):

A. To injury or to destruction of underground property;

B. to the increased cost of reducing any underground property to physical possession above the surface of the earth, or to the expense incurred or rendered necessary to prevent or minimize loss of or damage to property resulting from acts or omissions causing underground damage.

The term "underground property" as used on this endorsement, means oil, gas, water or other mineral substances, including any title, interest or estate herein, which at the time of the act or omissions causing loss of, injury to or destruction of such substance, or loss, impairment, or reduction of the value of such title, interest or estate has not been reduced to physical possession above the earth's surface, such term also includes any well, hole, formation, strata or area beneath the surface of the earth in or through which exploration for or production of any such substance is carried on, or casing, pipe, bit tool, pump or other drilling or well servicing machinery or equipment which is located in any such well or hole beneath the earth's surface at the time of the accident causing injury or destruction;

C. to damage directly or indirectly arising out of, caused by, resulting from, contributed to or aggravated by the subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land or earth; if any of the foregoing emanates from an underground mine, whether active, inactive or abandoned, or operations while being conducted therein;

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue January 18, 19 80
MR/tdp

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 5 CONTINUING

Name of Insured: ASH GROVE CEMENT COMPANY, ET AL
Effective Date of this Endorsement: JANUARY 1, 1980
Policy 523 078181 of UNITED STATES FIRE INSURANCE COMPANY
(NUMBER) (INSURANCE COMPANY)

D. to liability for restoration, reclamation, back filling, grading, planting, covering or other modification of mine workings, high walls, spoil banks, haulage ways, streams; or to liability arising out of claims for violation of any state or federal environmental reclamation or protection act.

II. Except insofar as coverage is provided in the underlying policies set forth in Schedule A, and at the limits set forth in Schedule A, it is agreed that this policy does not apply under Coverage 1(b):

A. To liability for injury to or destruction of or loss of any property arising out of:

1. blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment or,

2. the collapse of or structural injury to any building or structure due:

a. excavation, including burrowing, filling, or back-filling; in connection therewith or,

b. to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

B. For injury to or destruction of or loss of wires, conduits, pipes, mains, sewers, or other similar property, of any apparatus in connection therewith, below the surface of the ground, if such injury or destruction or loss of is caused by and occurs during the use of mechanical equipment for the purposes of excavating or drilling, or to injury to or destruction of or loss of property at any time resulting therefrom.

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue January 18, 19 80
MR/tdp

LA MI-422

AUTHORIZED REPRESENTATIVE

UNITED STATES FIRE INSURANCE COMPANY
THE NORTH RIVER INSURANCE COMPANY
WESTCHESTER FIRE INSURANCE COMPANY
INTERNATIONAL INSURANCE COMPANY

CRUM & FORSTER INSURANCE COMPANIES

Helping insure the American way of life.

ENDORSEMENT # 6
ASH GROVE CEMENT COMPANY, ET AL
POLICY NO. 523 078181
EFFECTIVE DATE: JANUARY 1, 1980

SELF-INSURED RETENTION ANNUAL AGGREGATE

In consideration of the premium charged, it is agreed that the amount stated in Item 4 (C) of the Declarations, Retained Limit, shall apply as the result of all occurrences, separately as respects each annual period of this policy.

When this amount has been exhausted, this policy shall apply without application of the retained limit for the remainder of that annual period.

MR/tdp
January 18, 1980

Authorized Representative

FM 101.0.422 (4-79)

ENDORSEMENT NO. 7

Name of Insured: ASH GROVE CEMENT COMPANY, ET AL
Effective Date of this Endorsement: JANUARY 1, 1980
Policy 523 078181 (number) of UNITED STATES FIRE INSURANCE COMPANY (insurance company)

In consideration of the premium charged, it is agreed that in the event of any material change in or cancellation of this policy by the Company, the company will give Ten (10) days written notice prior to such change or cancellation to:

1. Missouri Highway & Transportation Commission
   c/o Mr. W. H. Shaw
   Division Engineer, Construction
   Jefferson City, Missouri 65101

2. Missouri Highway & Transportation Commission
   Division of Maintenance & Traffic
   Permit Section
   Jefferson City, Missouri 65101

LA-431

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue April 8, 1980
MR/tdp

Lawrence V. Rhea
Authorized Representative

ENDORSEMENT NO. 8

Name of Insured: ASH GROVE CEMENT COMPANY, ET AL
Effective Date of this Endorsement: JANUARY 1, 1980
Policy 523 078181 of UNITED STATES FIRE INSURANCE COMPANY
(number) (insurance company)

In consideration of the premium charged, it is agreed that in the event of any material change in or cancellation of this policy by the Company, the company will give Twenty (20) days written notice prior to such change or cancellation to:

Kansas City Power & Light Company
Mr. Patrick H. Tansey, Jr. Director of Area Development
P.O. Box 679
Kansas City, Missouri 64141

LA-431

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue April 8, 1980
MR/tdp

Lawrence V. Rhea
Authorized Representative

This endorsement effective July 1, 1980
forms part of policy number 523 078181
issued to ASH GROVE CEMENT COMPANY, ET AL
By United States Fire Insurance Company

TRANSFERRED

AMENDATORY DECLARATIONS

It is agreed that the Declarations of this policy are amended as designated with an "X".

(X) ITEM 1 - "Named Insured" amended to: DELETE FORDYCE CONCRETE, INC.

( ) ITEM 1 - "Named Insured" amended to include:

( ) ITEM 1 - "Address" amended to:

( ) ITEM 2 - "Policy Period" amended to:

( ) ITEM 4 - "Limit of Liability" amended to:

(a)

(b)

(c)

(X) ITEM 5 - "Premium Computation" amended to:

Rate $ N/A

Estimated Annual Premium $ 17,100.00

Annual Minimum Premium $17,100.00

Advance Premium $ 22,060.00

Endorsement No. 9
FM.101.0.187 (12-77/LA2-80)
MR/rc
8/8/80
A-14

PREMIUM RECAPITULATION

	Additional Premium	Returned Premium
Premium Payable at Endorsement Effective Date	$	$ 4,940.00

Premium Adjustment if Premium is Payable in Annual Installments

Dates Due	Previous Installment	Increase	Decrease	Revised Installment
	$	$	$	$
	$	$	$	$
Total Endorsement Premium to Policy Expiration		$	$	

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Endorsement No. 9
FM.101.0.187 (12-77/LA2-80)
MR/rc
8/8/80
A-14

This endorsement effective January 1, 1980
forms part of policy number 523 078181
issued to ASH GROVE CEMENT COMPANY, ET AL
By United States Fire Insurance Company

In consideration of the premium charged, it is understood and agreed that the following entities are added as named insureds effective from the inception date of this policy:

AGCRETE, INC.

CEDAR CREEK PROPERTIES, INC.

SCENIC VENTURE

All other terms and conditions of this policy remain unchanged.

Lawrence U Rhea
Authorized Representative

Endorsement No. 10
MR/myg
March 5, 1982

Attach Declarations and Endorsements here

COMMERCIAL COMPREHENSIVE CATASTROPHE LIABILITY POLICY (THE DEFENDER) PROVISIONS — PART ONE

In consideration of the payment of premium and in reliance upon the statements in the Declarations and subject to the Limit of Liability, Exclusions, Conditions, and other terms of this policy, the Company named in the Declarations (a capital stock company, herein called the Company) agrees with the insured, also named in the Declarations attached, to provide coverage as follows:

INSURING AGREEMENTS

I COVERAGE

The Company agrees to pay on behalf of the insured the ultimate net loss in excess of the retained limit hereinafter stated, which the insured may sustain by reason of the liability imposed upon the insured by law, arising out of an occurrence or assumed by the insured under contract, for:

(a) Personal Injury Liability,

(b) Property Damage Liability, or

(c) Advertising Liability.

In any jurisdiction where, by reason of law or statute, this policy is invalid as a "pay on behalf of" contract, the Company agrees to indemnify the insured for ultimate net loss in excess of the retained limit.

II DEFENSE SETTLEMENT

With respect to any occurrence not covered, as warranted, by the underlying policies listed in Schedule A hereof or not covered by any other underlying insurance collectible by the insured, but covered by the terms and conditions of this policy except for the amount of retained limit specified in Item 4(c) of the declarations, the company shall:

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

(b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;

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

(d) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request;

(e) reimburse the insured for actual loss of earnings, not to exceed $100.00 per day for each insured, subject to an aggregate sum of $10,000 each occurrence for all insureds combined at the company's request;

and the amounts so incurred, except settlements of claims and suits are payable by the company in addition to the applicable limit of liability of this policy.

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

The insured shall promptly reimburse the company for any amount of ultimate net loss paid on behalf of the insured within the retained limit specified in Item 4(c) of the declarations except defense settlement costs paid on behalf of the insured within the retained limit.

III DEFINITIONS

1. "NAMED INSURED" AND "INSURED"

"Named insured", wherever used, includes any subsidiary company (including subsidiaries thereof) of the named insured and any other company coming under the named insured's control of which it assumes active management.

The unqualified word "insured", wherever used, includes the named insured and also:

(a) any person, organization, trustee or estate to whom or to which the named insured is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations by or on behalf of the named insured or to facilities of or used by the named insured;

(b) any additional insured, other than the named insured, included in the underlying policies listed in Schedule A but only to the extent that insurance is provided to such additional insured thereunder:

(c) except with respect to the ownership, maintenance or use, including loading or unloading, of automobiles while away from premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, (1) any executive officer, other employee, director or stockholder thereof while acting within the scope of his duties as such; (2) any organization or proprietor with respect to real estate management for the named insured;

(d) with respect to an automobile owned by or loaned to the named insured or hired for use on behalf of the named insured, any person using the automobile with the named insured's permission, and any person or organization legally responsible for the use thereof;

(e) any executive officer, director or stockholder of the named insured with respect to the use of an automobile not owned by the named insured in the business of the named insured.

The insurance with respect to any person or organization other than the named insured does not apply under division (d) and (e) of this definition of "named insured" and "insured":

1. 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;
2. with respect to any automobile hired by or loaned to the named insured, to the owner or a lessee thereof other than the named insured, or to any agent or employee of such owner or lessee.

2. "PERSONAL INJURY"

"Personal injury" means (a) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury; (b) false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution or humiliation; (c) libel, slander, defamation of character or invasion of rights of privacy, unless arising out of any advertising activities; (d) discrimination not committed by or at the direction of the insured; and (e) assault and battery not committed by or at the direction of the insured, unless committed for the purpose of protecting the property of the insured or the person or property of others.

3. "PROPERTY DAMAGE"

"Property damage" means physical injury to, destruction of or loss of use of tangible property.

4. "ADVERTISING LIABILITY"

"Advertising liability" means libel, slander, defamation, infringement of copyright, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights 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. "ULTIMATE NET LOSS"

"Ultimate net loss" means the total of the following sums with respect to each occurrence:

1. All sums which the insured, or any company as his insurer, or both, is legally obligated to pay as damages, whether by reason of adjudication or settlement, because of personal injury, property damage or advertising liability to which this policy applies, and
2. All expenses, other than defense settlement provided in Insuring Agreement II, incurred by the insured in the investigation, negotiation, settlement and defense of any claim or suit seeking such damages, excluding only the salaries of the insured's regular employees, provided "ultimate net loss" shall not include any damages or expense because of liability excluded by this policy.

This policy shall not apply to defense, investigation, settlement or legal expenses covered by underlying insurance.

6. "PRODUCTS HAZARD"

"Products hazard" means (a) the handling or use of or the existence of any condition in or a warranty of goods or products manufactured, sold, handled or distributed by the named insured or by others trading under its name, if the occurrence happens after possession of such goods or products has been relinquished to others by the named insured or by others trading under its name and if such occurrence happens away from premises owned by, rented to 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; or (b) operations, if the occurrence happens after such operations have been completed or abandoned and happens away from premises owned by, rented to or controlled by the named insured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (aa) pick-up or delivery, except from or onto a railroad car, (bb) the maintenance of vehicles owned or used by or on behalf of the insured, (cc) the existence of tools, uninstalled equipment and abandoned or unused materials.

7. "OCCURRENCE"

With respect to Coverage 1(a) and 1(b) "occurrence" means either an accident or happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally causes injury to persons or tangible property during the policy period. All damages arising out of such exposure to substantially the

same general conditions shall be considered as arising out of one occurrence.

With respect to Coverage 1(c) "occurrence" means all damages involving the same injurious material or act, regardless of the frequency of repetition thereof, the number or kind of media used, and the number of claimants and all such damages shall be understood to arise out of one happening.

IV POLICY PERIOD, TERRITORY

This policy applies to occurrences happening anywhere during the policy period.

V RETAINED LIMIT — LIMIT OF LIABILITY

With respect to Coverage I (a), I (b) or I (c), or any combination thereof, the company's liability shall be only for the ultimate net loss in excess of the insured's retained limit defined as the greater of:

(a) the total of the applicable limits of the underlying policies listed in Schedule A hereof, and the applicable limits of any other insurance collectible by the insured; or

(b) an amount as stated in Item 4(C) of the declarations as the result of any one occurrence not covered by the said policies or insurance;

and then up to an amount not exceeding the amount as stated in Item 4(A) of the declarations as the result of any one occurrence. There is no limit to the number of occurrences during the policy period for which claims may be made, except that the liability of the company arising out of the products hazard on account of all occurrences during each policy year shall not exceed the aggregate amount stated in Item 4(B) of the declarations.

In the event of the reduction or exhaustion of the aggregate limits of liability of the underlying policies listed in Schedule A by reason of losses paid thereunder, this policy, subject to the above limitations, (1) in the event of reduction, shall pay the excess of the reduced underlying limits; or (2) in the event of exhaustion, shall continue in force as underlying insurance.

EXCLUSIONS

This policy shall not apply:

(a) under Coverage I (a), to any obligation for which the insured or any of its insurers may be held liable under any workmen's or unemployment compensation, disability benefits or similar law, provided, however, that this exclusion does not apply to liability of others assumed by the named insured under contract;

(b) under Coverage I (b), to injury to or destruction of or loss of use of (1) property owned by the Named Insured, or (2) property owned by the Insured, or (3) any goods, products or containers thereof manufactured, sold, handled or distributed, or work completed by or for the insured, out of which the occurrence arises; or (4) property rented to, occupied or used by or in the care, custody or control of the insured to the extent the insured is under contract to provide insurance therefor;

(c) under Coverage I (c), to liability for (1) failure of performance of written contract, (2) infringement of registered trade mark, 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, by this shall not relate to titles or slogans, (3) incorrect description of any article or commodity, or (4) mistake in advertised price;

(d) under Coverage I (b)

1. to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the insured's products or work completed by or for the 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;
2. to loss of use of tangible property which has not been physically injured or destroyed resulting from

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

(b) the failure of the insured's products or work performed by or on behalf of the insured to meet the level of performance, quality, fitness or durability warranted or represented by the insured; but this exclusion does not apply to the extent coverage is available to the insured in the underlying insurance as set out in Schedule A of the policy to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the insured's products or work performed by or on behalf of the insured after such products or work have been put to use by any person or organization other than an insured;

(e) under Coverage I (a) or I (b) to liability 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;

(f) under Coverage I (a) or (b) to 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;

(g) under Coverage I (a) or (b) to liability arising out of the ownership, maintenance, operation, use, loading or unloading of aircraft, other than aircraft chartered

with crew, unless coverage therefor is provided by policies listed in Schedule A attached to this policy. This exclusion does not apply to liability for personal injury to any employee of the insured arising out of and in the course of his employment by the insured.

CONDITIONS

A. Premium Computation. The premium for this policy shall be based upon the rating basis as set forth in the declarations during the policy period, and shall be computed at the rate set forth in the declarations applied to each unit of exposure of such rating basis. The advance premium is based upon the estimated exposures for the policy period as stated in the declarations.

Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the earned premium thus computed is more than the advance premium paid, the named insured shall immediately pay the excess to the company; if less, the company shall return the difference to the named insured; but the company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

B. Inspection and Audit. The company shall be permitted at all reasonable times to inspect the insured's premises and equipment, and to examine the named insured's books and records, so far as the books and records relate to premium earned or to any occurrences happening during the policy period.

C. Severability of Interests. The term "insured" is used severally and not collectively except with respect to Insuring Agreement V (Retained Limit — Limit of Liability) and Condition I (Other Insurance). The inclusion in this policy of more than one insured shall not operate to increase the company's total liability for all insureds covered by this policy beyond the limits set forth in Item 4(A) and 4(B) of the declarations.

D. Notice of Occurrence. Upon the happening of an occurrence reasonably likely to involve the company hereunder, written notice shall be given as soon as practicable to the company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time.

The Insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun the insured, when requested by the company, shall forward to it each paper thereon, or a copy thereof, received by the insured or the insured's representatives, together with copies of reports of investigations made by the insured with respect to such claim proceedings.

E. Assistance and Co-operation. Except as provided in Insuring Agreement II (Defense, Settlement) or in Insuring Agreement V (Retained Limit — Limit of Liability) with respect to the exhaustion of the aggregate limits of underlying policies listed in Schedule A, or in Condition J (Underlying Insurance) the company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured; but the company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the company. In such event the insured and the company shall cooperate fully.

F. Appeals. In the event the insured or the insured's underlying insurer elects not to appeal a judgment in excess of the retained limit, the company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the company for ultimate net loss exceed the amount set forth in Insuring Agreement V (Retained Limit — Limit of Liability) for any one occurrence plus the taxable costs, disbursements and interest incidental to such appeal.

G. Loss Payable. Liability of the company with respect to any one occurrence shall not attach unless and until the insured, the company in behalf of the insured, or the insured's underlying insurer, has paid the amount of retained limit. Where the company must indemnify the insured for ultimate net loss in accordance with Insuring Agreements, the insured shall make a definite claim for any loss for which the company may be liable 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 made certain 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 are made by the insured on account of the same occurrence, additional claims shall be made similarly from time to time and shall be payable within thirty (30) days after proof in conformity with this policy.

H. Bankruptcy or Insolvency. Bankruptcy or insolvency of the insured shall not relieve the company of any of its obligations hereunder.

I. Other Insurance. If other collectible insurance including other insurance with this company is available to the insured covering a loss also covered hereunder (except insurance purchased to apply in excess of the sum of the retained limit and the limit of liability hereunder) the insurance hereunder shall be in excess of and not contribute with, such other insurance.

J. Underlying Insurance. If underlying insurance is exhausted by any occurrence, the company shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the insured resulting from the same occurrence, but only where this policy applies immediately in excess of such underlying insurance, without the intervention of excess insurance of another carrier.

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

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

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

M. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon. If, however, the insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless canceled, shall cover the insured's legal representative for the unexpired portion of such period.

N. Cancellation. This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents, or by mailing to the company written notice stating when thereafter such 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 thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing. If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the company or its representative, mailed or delivered, shall be sufficient tender of any refund due the named insured.

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

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

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a declarations page designated as Part Two and countersigned on the aforesaid declarations page by a duly authorized representative of the company.

Secretary

President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that:

I. This policy does not apply:

(a) under Coverage I (a) and I (b), to injury, sickness, disease, death, destruction or loss

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 its 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 Coverage I (a) and I (b), to injury, sickness, disease, death, destruction or loss 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 injury, sickness, disease, death, destruction or loss 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 injury to or destruction of or loss of property at such nuclear facility;

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 (1) or (2) thereof;

"nuclear facility" means

1. any nuclear reactor,

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

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

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

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

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

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

All other terms and conditions of this policy remain unchanged.

a165

BEST'S RATING & ANALYSIS 1985

FIRST STATE INSURANCE COMPANY

(a CAMERON and COLBY activity)

Boston, Massachusetts

BEST'S RATING: "A" (Excellent)

prepared by A.M. Best Company... independent analysts of the insurance industry since 1899

STOCK COMPANY

FIRST STATE
INSURANCE COMPANY

WILMINGTON, DELAWARE

THE LOCKTON
INSURANCE AGENCY
7400 STATE LINE ROAD
P.O. BOX 8418
PRAIRIE VILLAGE, KANSAS 66208-0418
913 - 676 - 9000

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

C-139-1 10-76

FIRST STATE
INSURANCE COMPANY

WILMINGTON, DELAWARE

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

CONDITIONS

1. **Premium Computation:** The deposit premium stated in the declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excesss to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and and shall send copies of such records to the Company at the end of 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.

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

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. **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 rights 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 an authorized representative of the Company.

6. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Named Insured's legal representative as Named Insured; 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.

7. **Cancelation:** This policy may be canceled by the 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 cancelation shall be effective. This policy may be canceled by the company by mailing to the 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 time of the surrender or the effective date and hour of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the insured or by the company shall be equivalent to mailing. If the insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time 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.

8. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.

Michael S. Wilder
Secretary

President

No. EU 005571

Renewal of No.

New

DECLARATIONS — SPECIAL COVERAGE POLICY

STOCK COMPANY

FIRST STATE
INSURANCE COMPANY

WILMINGTON, DELAWARE

Administrative Offices: 60 Batterymarch Street, Boston, Massachusetts 02110

Named Insured and Mailing Address

ASH GROVE CEMENT COMPANY, ETAL
P.O. Box 25900
Overland Park, KS 66225

Item 1. Policy Period: From 12/15/86 To 10/1/87

12:01 A.M., Standard Time at the address of the named Insured as stated herein.

Item 2. Premium: Advance Premium: $ 50,880
Rate: Flat

Minimum Premium: $ 50,880

If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date	1st Anniversary	2nd Anniversary
$ ----	$ ----	$ ----

Item 3. Coverage: Excess Umbrella

Item 4: Limits of Liability: The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto.

As Per Form: C-49-3

Item 5. During the past three years no insurer has cancelled insurance issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein.

As Per The Attached Forms: C-49-3, C-47, FF-14, E-47, C/P-7, E-26, C-1, FF-2, FF-5, FF-7, Endt. #1, #2, #3

Countersigned by: CAMERON & COLBY CO.

BY Sharon Ireland
AUTHORIZED

Date of Issue: 2/9/87 mg

C-140

ENDORSEMENT #4

It is hereby understood and agreed that the following is added as a named Insured:

'Vinton Corporation'

This endorsement to take effect on the 15th day of December, 1986. All other items and conditions remain unchanged.

Attached to and forming part of Policy No. EU005571 of FIRST STATE INSURANCE COMPANY.

Issued to: ASH GROVE CEMENT CO.

Cameron & Colby Co.

By Sharon Ireland
Authorized

ENDORSEMENT #1

Not Valid Unless Signed by a Duly Authorized Representative of the Company

January 12, 1987 Overland Park, Kansas
Date and Place of Issue

December 15, 1986 (12:01 A.M.) to October 1, 1987 (12:01 A.M.)
Effective From (Standard Time as stated in Policy)

Ash Crove Cement Company, etal
Issued to

First State Insurance Company
By

The policy was ordered based on the following underlying information:

Coverage	Carrier	Limits	Annual Premium	Policy-Term
Broad Form Comp. General Liability	S.I.R. United National Fronting Paper	$1,000,000		12-15-86 to 10-1-87
Comp Auto Liability	CNA	$1,000,000	$230,000	12-15-86 to 10-1-87
Comp General Liab.	GASLIC	$1,000,000	$250,000	12-15-86 to 10-1-87
CGL & CAL	Agricultural	$1,000,000	$175,000	12-15-86 to 10-1-87
Umbrella	Industrial Indemnity Underwriters	$2,000,000	$115,000	12-15-86 to 10-1-87

If for any reason the underlying policies are issued for higher premiums than those shown above, the company may issue an endorsement increasing the umbrella premium by a proportianate amount.

This endorsement is subject to all the agreements, conditions, and exclusions of the cover note unless such agreements, conditions and exclusions are expressly modified or expressly eliminated hereby.

Mary Jane Dillon
Authorized Representative

Effective Date of Coverage 12-15-86

STATEMENT OF INSURED

As required by K.S.A. 40-246b, this will certify that I, the undersigned, have requested insurance coverage to be placed on my behalf with a company not authorized or licensed to transact business in the State of Kansas. I understand that in accordance with K.S.A. 40-246b, mere rate differential shall not be a ground for placing a particular risk with a non-admitted carrier when an admitted company would accept such risk at a different rate. It is further acknowledged that the following information regarding placement of insurance with non-admitted company has been provided by the licensed excess lines agent:

1. The insurance coverage requested will be provided by an insurance company not authorized or licensed to transact business in the State of Kansas.
2. The name of the company providing the insurance coverage appears on the list of non-admitted companies maintained by the Commissioner of Insurance.
3. There shall be no liability on the part of, and no cause of action of any nature shall arise against the Commissioner of Insurance, employees thereof, or the State of Kansas because the name of an insurance company appears or does not appear on the list of non-admitted companies maintained by the Commissioner of Insurance.
4. The non-admitted insurer's financial condition, policy forms, rates and trade practices are not subject to review or the jurisdiction of the Commissioner of Insurance.
5. The policies or contracts of insurance issued by a non-admitted insurance company do not come under the protection afforded by the Kansas Insurance Guaranty Association Act (K.S.A. 40-2901 et seq.).
6. If the insurance company affording coverage is subsequently determine to be insolvent, the licensed excess lines agent placing such business with a company not authorized to transact business in Kansas is, by giving you the information contained herein, relieved of any responsiblity to the insured as it relates to such solvency.

Charles J. Lindeland
Signature of Insured

1-21-87
Date Signed

I was unavailable or otherwise unable to sign this statement prior to the effective date of the policy.

Signature of Insured

Date Signed

INSURED: Ash Grove Cement Company, Inc.
PREMIUM: $50,880.00
TAX: $2,035.20

COMPANY: First State Insurance Company

SET TAB STOPS AT ARROWS

acord

INSURANCE BINDER

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

Binder No. 12-1116B

NAME AND ADDRESS OF AGENCY

☐

Lockton Insurance Agency
P.O. Box 8418
Prairie Village, KS 66208

COMPANY

First State (McAlear)

Effective 12:01 am Dec.15 19 86
Expires XX 12:01 am ☐ Noon Feb.15 19 87

☐ This binder is issued to extend coverage in the above named company per expiring policy # _____ (except as noted below)

NAME AND MAILING ADDRESS OF INSURED

Ash Grove Cement Company
P.O. Box 25900
Overland Park, KS 66225

Description of Operation/Vehicles/Property

	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
PROPERTY					

	Type of Insurance	Coverage/Forms	Limits of Liability	Each Occurrence	Aggregate
LIABILITY	☐ Scheduled Form ☐ Comprehensive Form ☐ Premises/Operations ☐ Products/Completed Operations ☐ Contractual ☐ Other (specify below) ☐ Med. Pay. $ Per Person $ Per Accident ☐ Personal Injury	☐ A ☐ B ☐ C	Bodily Injury Property Damage Bodily Injury & Property Damage Combined Personal Injury	$ $ $	$ $ $ $
AUTOMOBILE	☐ Liability ☐ Non-owned ☐ Hired ☐ Comprehensive-Deductible $ ☐ Collision-Deductible $ ☐ Medical Payments $ ☐ Uninsured Motorist $ ☐ No Fault (specify): ☐ Other (specify):		Limits of Liability Bodily Injury (Each Person) Bodily Injury (Each Accident) Property Damage Bodily Injury & Property Damage Combined	$ $ $ $	

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☐ EMPLOYERS' LIABILITY — Limit $

SPECIAL CONDITIONS/OTHER COVERAGES

Excess Umbrella: Limit $2,000,000 Excess $2,000,000 Excess $1,000,000 Excess $1,000,000 Excess $1,000,000

NAME AND ADDRESS OF ☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADD'L INSURED

LOAN NUMBER

John J. Lockton III
Signature of Authorized Representative

1/9/87ksc
Date

ACORD 75 (11/77-c)

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. This insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

APPLICABLE IN NEVADA

Any person who refuses to accept a binder which [illegible] $1,000,000 00 when proof [illegible] is made to the party [illegible] tained therefrom.

SET TAB STOPS AT ARROWS

acord®

INSURANCE BINDER

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

Binder No.
EXTENSION
12-1116B

NAME AND ADDRESS OF AGENCY

☐ Lockton Insurance Agency
P.O. Box 8418
Prairie Village, KS 66208

COMPANY

First State (McAlear)

Effective 12:01 a m Dec.15 ,19 86
Expires X 12:01 am ☐ Noon Apr.15 ,19 87

☐ This binder is issued to extend coverage in the above named company per expiring policy # _____ (except as noted below)

NAME AND MAILING ADDRESS OF INSURED

Ash Grove Cement Company
P.O. Box 25900
Overland Park, KS 66225

Description of Operation/Vehicles/Property

Extending original binder issued 1/9/87.

	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
PROPERTY					

LIABILITY	Type of Insurance	Coverage/Forms	Limits of Liability	Each Occurrence	Aggregate
	☐ Scheduled Form ☐ Comprehensive Form ☐ Premises/Operations ☐ Products/Completed Operations ☐ Contractual ☐ Other (specify below) ☐ Med. Pay. $ Per Person $ Per Accident ☐ Personal Injury	☐ A ☐ B ☐ C	Bodily Injury Property Damage Bodily Injury & Property Damage Combined Personal Injury	$ $ $	$ $ $ $

AUTOMOBILE		Limits of Liability	
	☐ Liability ☐ Non-owned ☐ Hired ☐ Comprehensive-Deductible $ ☐ Collision-Deductible $ ☐ Medical Payments $ ☐ Uninsured Motorist $ ☐ No Fault (specify): ☐ Other (specify):	Bodily Injury (Each Person) Bodily Injury (Each Accident) Property Damage Bodily Injury & Property Damage Combined	$ $ $ $

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☐ EMPLOYERS' LIABILITY — Limit $

SPECIAL CONDITIONS/OTHER COVERAGES

Excess Umbrella: Limit $2,000,000 Excess $2,000,000 Excess $1,000,000 Excess $1,000,000
Excess $1,000,000

NAME AND ADDRESS OF ☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADD'L INSURED

LOAN NUMBER

John L. Lockton III
Signature of Authorized Representative

2/6/87ksd
Date

ACORD 75 (11/77-c)

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. This insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

APPLICABLE IN NEVADA

Any person who refuses to accept a binder [illegible] $1,000,000.00 within proof [illegible] is liable to the party [illegible] taxed therefrom.

No. N1502

Cover Note

Previous No. New of Insurance effected through

Mc ALEAR ASSOCIATES INC.

8000 West 110th Street
Overland Park, Kansas 66210

Insurance described below has been effected with the following company or companies

COMPANY	AMOUNT	PERCENT
First State Insurance Company	See Below	100%

ASSURED Ash Grove Cement Company, etal

ASSURED'S ADDRESS P O Box 25900, Overland Park, KS 66225

AMOUNT	COVERAGE	RATE	ADVANCE PREMIUM
$2,000,000 excess $5,000,000	Excess Umbrella Liability	Flat	$50,880.00 (25% Minimum Earned Premium at Inception)

LOCATIONS insured herein Same

DATE AND HOUR EFFECTIVE FROM December 15, 1986 (12:01 A.M.) TO October 1, 1987 (12:01 A.M.)

CONDITIONS OF INSURANCE: Excludes: CCC, Absolute Pollution, Asbestos, Jones Act, ERISA, Punitive

Attach: Contractor's Limitation Endorsement
Follow Form: Personal Injury, Contractual, Watercraft Liability

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this certificate shall become void, and all claims thereunder shall be forfeited.

COVER NOTE PROVISIONS

1. Cancellation of this Cover Note shall be in accordance with the provisions of the applicable policy.

2. This Cover Note shall be terminated by the issuance of the policy by the Company and the premium shall be credited thereon.

3. **SERVICE OF SUIT** — It is agreed that in the event of the failure of the Company(s) hereon to pay any amount claimed to be due hereunder, the Company(s) hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon ,and that in any suit instituted against any one of them upon this contract, the Company(s) will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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

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

Signed at Overland Park, Kansas, this 12th day of January, 19 87

MCALEAR ASSOCIATES, INC.

By Mary Ann Dillon

san

©GOES 115

LITHOIN U.S.A.

FIRST STATE INSURANCE COMPANY
(A Stock Insurance Company, Herein Called the Company)

EXCESS UMBRELLA POLICY
INSURING AGREEMENTS

1. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the insured by law, or assumed under contract or agreement by the Named Insured for damages, direct or consequential and expenses on account of:

(a) Personal injuries, including death at any time resulting therefrom,

(b) Property Damage,

(c) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella insurer".

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

INDUSTRIAL INDEMNITY UNDERWRITERS TBD

2. LIMIT OF LIABILITY - UNDERLYING LIMITS

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

(a) $ 2,000,000 ultimate net loss in respect of each occurrence, but

(b) $ 2,000,000 in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured

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

(c) $ 2,000,000 ultimate net loss in all in respect of each occurrence - subject to a limit of

(d) $ 2,000,000 in the aggregate for each annual period during the currency of this policy, separately in respect of Product Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

3. CANCELLATION CLAUSE

It is hereby understood and agreed that the Cancellation clause under Condition 7 of the Policy is amended in part as follows:

Reference to "ten days" is amended to read "thirty days".

DEFINITIONS

1. NAMED INSURED:

The words "Named Insured" includes The Named Insured stated in 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 notice has been given to the Company.

2. INSURED:

The word "Insured" includes The Named Insured and/or any Officer, Director, Stockholder, Partner or Employee of The Named Insured, while acting in his capacity as such.

CONDITIONS

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Insuring Agreements 2c and 2d shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy the Company will continue to protect the Insured for liablity in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Insuring Agreement 1 prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition of the Underlying Umbrella Policies.

3. NOTICE OF OCCURRENCE -

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this Policy, notice shall be sent to the Company at 60 Batterymarch Street, Boston, Massachusetts 02110 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.

4. OTHER INSURANCE -

If other valid and collectible insurance with any other Insurer is available to the Insured covering a loss also covered by this Policy, other than insurance that is in excess of the insurance afforded by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.C-49-3.

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

Service of Suit Clause

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

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

AMENDATORY ENDORSEMENT
(Exception of "Dropdown")

It is agreed that, notwithstanding any of the terms of this policy that might be construed otherwise, this insurance shall not take the place of any underlying insurance shown in the schedule of underlying insurance policies which is or becomes invalid, uncollectible or otherwise unavailable due to the insolvency of the underlying insurer. The risk of such insolvency is retained by the insured, and not by the company.

The above provisions apply to both (1) the company's obligation to indemnify or to pay on behalf of the insured, and (2) the company's obligation to defend.

FF-14

CARE, CUSTODY AND CONTROL

EXCLUSION

It is agreed that this policy shall not apply to any liability for property damage to property

(1) owned or occupied by or rented to the Insured

(2) used by the Insured

(3) in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control.

POLLUTION HAZARD EXCLUSION

It is agreed that each and every exclusion forming a part of the policy and relative 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 exclusion:

It is agreed that:

1. The company shall have no obligation under this policy:

   (a) to investigate, settle or defend any claim or suit against the insured alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the pollution hazard; or

   (b) to pay any damages, judgments, settlements, loss, costs or expenses that may be awarded or incurred by reason of any such claim or suit or any such injury or damage, or in complying with any action authorized by law and relating to such injury or damage.

As used in this endorsement, "pollution hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal pollutants, contaminants, irritants or toxic substances, including smoke, vapors, soot, fumes, acids or alkalis, and waste materials consisting of or containing any of the foregoing.

2. In determining whether this policy applies because of the reduction or exhaustion of an aggregate limit of liability of underlying insurance, no payment under the underlying insurance shall be considered as reducing such aggregate if such payment would have been excluded from such underlying insurance, had such underlying insurance been subject to an exclusion equivalent to paragraph 1. of this exclusion.

C/P-7

EXCLUSION

(JONES ACT)

It is agreed that this policy does not apply to personal injury including death resulting therefrom sustained by a master or member of the crew of any vessel whether or not assumed by any contract or agreement.

Contractors Endorsement

It is agreed that this policy shall not apply to property damage to:

1. equipment leased by or rented to the Insured;

2. property in the custody of the Insured which is to be installed, erected or used in construction by the Insured;

3. that particular part of any property not on premises owned by or rented to the Insured;
   (a) 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
   (b) out of which any property damage arises, or
   (c) 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,

   but parts (a), (b) and (c) of this exclusion do not apply

   (1) to the named Insured's products where the Insured has relinquished physical possession of such products to others, or
   (2) where the property damage arises out of the completed operations hazard.

It is further agreed, except to the extent that coverage is provided in the underlying insurance at the limits stated in Schedule A of this policy that this policy shall not apply to:

(a) injury to or destruction of any property arising out of
   (1) blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or
   (2) the collapse of or structural injury to any building or structure due
      (aa) to grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, coffer dam or caisson work, or
      (bb) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

(b) 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 land, paving, excavating, drilling, burrowing, filling, bank-filling, or pile driving; and property damage to any other property at anytime resulting therefrom.
(c) any liability for personal injury or property damage assumed by the Insured under contract.
(d) any liability for personal injury or property damage arising out of the Products Hazard or completed Operations Hazard as defined in the policy.

It is further agreed that this policy does not apply to personal injury or property damage arising out of:

(a) operations performed by or on behalf of any joint venture of which the Insured is a member;
(b) any project insured under a "wrap-up" rating plan.

CONTRACTUAL LIABILITY

It is agreed that this policy shall not apply to any Liability assumed by the Insured under any contract or agreement unless such Liability is covered by valid and collectible underlying insurance as described in schedule of underlying insurance and then only for such hazards for which coverage is afforded under said underlying insurance.

FF-2

PERSONAL INJURY LIABILITY

FOLLOWING-FORM ON FALSE ARREST, LIBEL AND SLANDER

It is agreed that this policy shall not apply to any Liability for personal injury arising out of

(1) false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention or malicious prosecution; or

(2) libel, slander, defamation of character, humiliation, or invasion of the rights of privacy, unless arising out of advertising activities;

unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

FF-5

WATERCRAFT LIMITATION

It is agreed that this policy shall not apply to any liability for personal injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

ENDORSEMENT #1

NAMED INSURED

It is hereby agreed that the named insured reads as follows:

Ash Grove Cement Co.
Union Quarries, Inc.
Fordyce Concrete Co., Inc.
Cedar Creek Investment Co.
Cedar Creek Properties, Inc.
Lime Transport Co.
Material Transport Co.
Chemical Sealing Corp. a/k/a/ Chemesco a/k/a/ Intercoastal Corp.
Aggerete, Inc.
Subsurface Development Co.
Batesco Quarries, Division of Ash Grove Cement Co.
Agrock Quarries, Division of Ash Grove Cement Co.
Scenic Venture (Joint Venture)
Winchester Venture (Joint Venture)
Century Concrete Co., Inc.
Ash Grove Cement West, Inc.
Archives Records, Inc.
Data Retrival Services, Inc.
Arkansas Cement Corporation
Quikrete Materials, Inc. - Building Material Dealer

This endorsement to take effect on the 15th day of December, 1986.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. EU005571 of FIRST STATE INSURANCE COMPANY.

CAMERON & COLBY CO.

Issued to: ASH GROVE CEMENT COMPANY, ETAL

BY Sharon Ireland
AUTHORIZED

2/9/87
mg

ENDORSEMENT #2

It is hereby agreed that the underlying limits of liability are as follows:

Coverage	Carrier	Limits
Broad Form Comprehensive General Liability	S.I.R. (United National Fronting Paper)	$1,000,000 each occ./ aggregate Bodily Injury & Property Damage - C.S.L.
Comprehensive Automobile Liability	CNA	$1,000,000 per person each accident - Bodily Injury & Property Damage - C.S.L.
Comprehensive General Liability	Great American Surplus Lines Insurance Company	$1,000,000 excess of $1,000,000 each occurrence/aggregate, Bodily Injury & Property Damage C.S.L.
Comprehensive Automobile Liability	National Union Fire Insurance Company	$1,000,000 excess of $1,000,000 per person/ accident Bodily Injury & Property Damage C.S.L.
Comprehensive General Liability & Comprehensive Automobile Liability	Agricultural Insurance Company	$1,000,000 excess of $2,000,000 per occurrence/aggregate Bodily Injury & Property Damage - C.S.L.
Umbrella Liability	Industrial Indemnity Underwriters	$2,000,000 per occurrence/aggregate Bodily Injury & Property Damage C.S.L. excess of underlying scheduled above

This endorsement to take effect on the 15th day of December, 1986.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. EU005571 of FIRST STATE INSURANCE COMPANY.

Issued to: ASH GROVE CEMENT COMPANY, ETAL

CAMERON & COLBY CO.
BY Sharon Ireland
AUTHORIZED

2/9/87
mg

ENDORSEMENT #3

ASBESTOS EXCLUSION

It is hereby understood and agreed that such insurance as is afforded by First State Insurance Policy No. EU005571 for Personal Injury Liability and Property Damage Liability is subject to the following exclusion:

This insurance does not apply to any liability for property damage, bodily injury, sickness, disease, occupational disease, disability, shock, death, mental anguish and mental injury at any time arising out of the manufacture of or use of or exposure to Asbestos products, Asbestos fibers or Asbestos dust, or to any obligation of the Insured to indemnify any party because of damages arising out of such property damage, bodily injury, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury at any time as a result of the manufacture of, use of or exposure to asbestos products, asbestos fibers or asbestos dust.

It is further understood and agreed that:

1. the First State Insurance Company shall not be obligated to defend any suit or claim against the Insured alleging Personal Injury or Property Damage and seeking damages therefor, if such suit or claim arises from Personal Injury or Property Damage resulting from or contributed to by any and all manufacture of, use of, or exposure to Asbestos products, Asbestos fibers or Asbestos dust and;

2. in the event that the aggregate coverage provided by any underlying policy (refer to Insuring Agreements) is ultimately impaired or reduced as a result of any underlying policy providing any coverage for liability imposed upon the Insured arising out of asbestos, that this impaired or reduced aggregate shall not affect this policy in any way. It shall be the Insured's sole responsibility to provide other insurance or self-insurance for such aggregate impairment as results from any underlying policy providing any coverage for liability imposed upon the Insured arising out of asbestos.

This endorsement to take effect on the 15th day of December, 1986.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. EU005571 of FIRST STATE INSURANCE COMPANY.

CAMERON & COLBY CO.

Issued to: ASH GROVE CEMENT COMPANY, ETAL

BY Sharon Leland
AUTHORIZED

2/9/87
mg

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

This policy shall 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 policy:

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

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

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

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

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

"nuclear facility" means:

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processsing 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.

WAR RISK EXCLUSION ENDORSEMENT

This policy shall not apply 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 nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

COMPREHENSIVE GENERAL—AUTOMOBILE LIABILITY INSURANCE

DECLARATIONS

Item 1. **NAMED INSURED** and Address (No. & Street, City, County, State, Zip Code)

ASH GROVE CEMENT CO.
(SEE GEN. 166)
TEN MAIN CENTER
KANSAS CITY, MO.

Policy Number 1CC C 89034

Renews 1 CC C68421

The **Named Insured** is: ☐ Individual ☐ Partnership ☒ Corporation
☐ Other (specify)

Business of **Named Insured**
CEMENT COMPANY

Agent or Broker and Address
REED, SHAW, STENHOUSE, INC.
KANSAS CITY, MO.

Item 2. Policy Period
From 01-01-80 to 01-01-81
12:01 A.M. standard time at the address of the **Named Insured** as stated herein.

Item 3. The insurance afforded is only with respect to such of the following Coverage Parts and 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.

COVERAGE PARTS	COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
Comprehensive General Liability Insurance	A. Bodily Injury Liability	$ SEE ,000 each occurrence $ GLC ,000 aggregate	$ 28,334.
	B. Property Damage Liability	$ 9904 ,000 each occurrence $,000 aggregate	$ 23,321.
Premises Medical Payments Insurance	E. Premises Medical Payments	$ each person $,000 each accident	$
Comprehensive Automobile Liability Insurance	C. Bodily Injury Liability	$,000 each person $,000 each occurrence	$
	D. Property Damage Liability	$,000 each occurrence	$
Automobile Medical Payments Insurance	F. Automobile Medical Payments	$ each person	$
Insurance Against Uninsured Motorists	U. Uninsured Motorists	$,000 each person $,000 each accident	$
Contractual Liability Insurance	See Coverage Part for Coverages and Limits of Liability		$
Automobile Physical Damage Insurance			$
			$
			$
			$
			$
Endorsement Nos. (other than those entered on Coverage Parts) CAS. 20, 95, GEN. 166(2), GL0019, GLC9904, GLC2108			$
Audit Period: Annual, unless otherwise designated below. ☐ Semi-annually ☐ Quarterly ☐ Monthly		Total Advance Premium	$ 51,655.

Countersigned by _____
Authorized Representative

Casualty 3 (10-77)

DO NOT TYPE ABOVE THIS LINE

SEE END. G109 (ED. 7-66)

NAME OF PERSON OR ORGANIZATION

(ADDITIONAL INSURED)

MARYLAND INDUSTRIAL DEVELOPMENT FINANCING AUTHORITY
401 EAST PRATT STREET, SUITE 2244
BALTIMORE, MARYLAND 21202

FIRST NATIONAL BANK & TRUST OF WESTERN MARYLAND
CUMBERLAND, MARYLAND 21502

COUNTY COMMISSIONER OF ALLEGANY COUNTY
P. O. BOX 1439
CUMBERLAND, MARYLAND 21502

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Splidt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
FIDELITY AND GUARANTY INSURANCE COMPANY

President

Countersigned by.....
Authorized Representative

General 166 (8-78) PRINTED IN USA

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 Policy No. Endorsement No.

Named Insured

Countersigned by_____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

XCU NO. 2 DESIGNATED OPERATIONS-CLASSIFICATIONS
(BLANKET BASIS)

IT IS AGREED THAT THE PART OF EXCLUSION "q" RELATING TO THE "EXPLOSION HAZARD" DOES NOT APPLY TO THE FOLLOWING:

DESCRIPTION OF OPERATIONS:

MINING 12002X
LIME MFG. - INCLUDING QUARRING 32703x
PLASTIC MATERIALS AND NON-vulcanizable
elastomers mfg. 30792X
PAINT, VARNISH, SHELLAC OR LACQUER MFG. 28512X

GLC 99 11 04 72

SUPPLEMENTARY SCHEDULE

to

Forming a part of Policy No.

- [x] COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART
- [ ] MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE COVERAGE PART
- [ ] OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE COVERAGE PART
- [ ] COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE COVERAGE PART
- [ ] CONTRACTUAL LIABILITY INSURANCE (DESIGNATED CONTRACTS ONLY) COVERAGE PART

Description of Hazards The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
(1) Premises-Operations (Subline M&C 313, OLT 314) (2) Escalators (Subline 314) (3) Independent Contractors or Structural Alterations, New Construction, Demolition (Subline 315) (4) Completed Operations (Subline 316) (5) Products (Subline 316) (6) Contractual (Subline 311)		(a) Area (Sq. Ft.) (b) Remuneration (c) Number (d) Cost (e) Receipts (f) Receipts (g) Sales (h) Number i) FRONTAGE	(a) Per 100 Sq. Ft. of Area (b) Per $100 of Remuneration (c) Per Landing (d) Per $100 of Cost (e) Per $1000 of Receipts (f) Per $100 of Receipts (g) Per $1000 of Sales (h) Per Contract			
(1)						
ASH GROVE CEMENT COMPANY						
MINING	12002					
	KS	b) 7,800.	.064	.093	5.	7.
CEMENT OR PLASTER MFG.	32410					
	KS	b)1,998,000.	.104	.017	2,078.	340.
	NB	b)3,581,000.	.079	.051	2,829.	1,826.
LIME MFG.- INCLUDING QUARRYING.	32703					
	MO	b)1,379,000.	.173	.092	2,386.	1,269.
	OR	b) 300,000.	.189	.159	567.	477.
LOUSVILLE, NB						
VACANT LAND - EXCLUDING REAL ESTATE DEVELOPMENT PROPERTY	65150	i) 5,917	.018	.006	107.	36.
SPRINGFIELD, MO.	65150	i) 383	.025	.006	10.	2.
WEEPING WATER, NB.	65150	i) 6,854.	.018	.006	123.	41.
STONE COUNTY, MO.	65150	i) 7,328	.025	.006	183.	44.
CHANUTE, KANSAS	65150	i) 11,806.	.016	.006	189.	71.
SPRINGFIELD, MO.	65150	i) 2,221	.025	.006	56.	13.
WEEPING WATER, NB.						
BUILDINGS OR PREMISES - MANUFACTURING OR PRIVATE WAREHOUSE - OCCUPIED BY SINGLE INTEREST OTHER THAN THE INSURED (LESSOR'S RISK ONLY)..	39999	a) 6,854	.083	.013	6.	1.
(1)						
UNION QUARRIES, INC.						
MINING..	12002					
	KS	b) 348,000.	.064	.093	223.	324.
	MO	b) 343,000.	.040	.124	137.	425.
LEE'S SUMMIT, MO.						
VACANT LAND - EXCLUDING REAL ESTATE DEVELOPMENT PROPERTY	65150	i) 2,558	.025	.006	64.	15.

SUPPLEMENTARY SCHEDULE

to

☒ COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART
☐ MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE COVERAGE PART
☐ OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE COVERAGE PART
☐ COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE COVERAGE PART
☐ CONTRACTUAL LIABILITY INSURANCE (DESIGNATED CONTRACTS ONLY) COVERAGE PART

Forming a part of Policy No.

Description of Hazards The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
(1) Premises-Operations (Subline M&C 313, OLT 314) (2) Escalators (Subline 314) (3) Independent Contractors or Structural Alterations, New Construction, Demolition (Subline 315) (4) Completed Operations (Subline 316) (5) Products (Subline 316) (6) Contractual (Subline 311)		(a) Area (Sq. Ft.) (b) Remuneration (c) Number (d) Cost (e) Receipts (f) Receipts (g) Sales (h) Number	(a) Per 100 Sq. Ft. of Area (b) Per $100 of Remuneration (c) Per Landing (d) Per $100 of Cost (e) Per $1000 of Receipts (f) Per $100 of Receipts (g) Per $1000 of Sales (h) Per Contract			
(1)		i) FRONTAGE				
LIME TRANSPORT CO. BUILDING MATERIALS DEALERS - NO SECOND-HAND MATERIALS - INCLUDING LOCAL MANAGERS.	52111					
MO		b) 30,000.	.355	.185	107.	56.
MATERIAL TRANSPORT COMPANY TRUCKMAN - INCLUDING COMPLETED OPERATIONS	42133					
MO		b) 46,500.	.269	.205	125.	95.
KS		b) 17,300.	.094	.158	16.	27.
CHEMICAL SEALING CORPORATION AKA CHEMSECO PLASTIC MATERIALS AND NON-VULCANIZABLE ELASTOMERS MFG.	30792					
MO		b) 505,500.	.269	.169	1,360.	854.
NJ		b) 57,200.	.208	.118	119.	67.
GA		b) 86,100.	.225	.221	194.	190.
MD		b) 68,000.	.147	.169	100.	115.
PAINT, VARNISH, SHELLAC OR LACQUER MFG.	28512					
GA		b) 142,100.	.494	.169	702.	240.
CEMENT OR PLASTER MFG.- BULK	32410					
GA		d) 19,000.	.260	.070	49.	13.
BATES COUNTY ROCK QUARRIES - INCLUDING OPERATION OF CRUSHERS	14001					
MO		b) 240,000.	.173	.948	415.	2,275.
KS		b) 240,000.	.200	.791	480.	1,898.
AGROCK QUARRIES ANALYTICAL CHEMISTS	73901					
KS		b) 67,000.	.184	.072	123.	48.
QUARRIES - INCLUDING OPERATION OF CRUSHERS	14001					
MO		b) 65,000.	.173	.948	112.	616.

SUPPLEMENTARY SCHEDULE

to

☒ COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART
☐ MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE COVERAGE PART
☐ OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE COVERAGE PART
☐ COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE COVERAGE PART
☐ CONTRACTUAL LIABILITY INSURANCE (DESIGNATED CONTRACTS ONLY) COVERAGE PART

Forming a part of Policy No.

Description of Hazards The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
(1) Premises-Operations (Subline M&C 313. OLT 314) (2) Escalators (Subline 314) (3) Independent Contractors or Structural Alterations, New Construction, Demolition (Subline 315) (4) Completed Operations (Subline 316) (5) Products (Subline 316) (6) Contractual (Subline 311)		(a) Area (Sq. Ft.) (b) Remuneration (c) Number (d) Cost (e) Receipts (f) Receipts (g) Sales (h) Number	(a) Per 100 Sq. Ft. of Area (b) Per $100 of Remuneration (c) Per Landing (d) Per $100 of Cost (e) Per $1000 of Receipts (f) Per $100 of Receipts (g) Per $1000 of Sales (h) Per Contract			
(5)						
ASHGROVE CEMENT COMPANY						
CEMENT OR PLASTER MFG. - BULK	32410					
KS		g)20,545,000.	.080	.107	1,644.	2,198.
NB		g)24,460,000.	.118	.009	2,886.	220.
LIME MFG. - INCLUDING QUARRING	14002					
MO		g)6,297,000.	.048	.027	302.	170.
OR		g)3,340,000.	.048	.027	160.	90.
UNION QUARRIES, INC.						
MINING	14002					
KS		g) 2,000,000.	.048	.093	96.	186.
MO		g)1,980,000.	.048	.093	95.	184.
CHEMICAL SEALING CORPORATION AKA CHEMSECO						
PLASTIC MATERIALS AND NON-VULCANIZABLE ELASTOMERS MFG.	30792					
MO		g)2,774,000.	1.088	.490	3,018.	1,359.
NJ		g)1,386,000.	.365	.490	469.	630.
GA		g) 936,000.	1.088	.490	1,018.	459.
MD		g) 620,000.	.982	.490	609.	304.
PAINT, VARNISH, SHELLAC OR LACQUER MFG.	28512					
GA		g)2,020,000.	.675	1.432	1,364.	2,893.
(5)						
BATES COUNTY ROCK						
QUARRIES - INCLUDING OPERATIONS OF CRUSHERS	14002					
MO		g) 880,000.	.048	.093	42.	82.
KS		g) 880,000.	.048	.093	42.	82.
AGROCK QUARRIES						
QUARRIES - INCLUDING OPERATIONS OF CRUSHERS	14002					
MO		g) 240,000.	.048	.093	12.	22.

COVERAGE PART: **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

Forming a part of Policy

No. 1CC C89034

Schedule ☐ See Supplementary Schedule.

Description of Hazards *See Note Below The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
Premises-Operations (Subline M&C 313, OLT 314)		(a) Area (Sq. Ft.) (b) Receipts (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per $100 of Receipts (c) Per $100 of Remuneration			
SEE CAS. 22					12,865.	11,385.
G.222					3,696.	3042.
Escalators (Subline 314)		Number	Per Landing			
Independent Contractors (Subline 315) CONSTRUCTION OPERATIONS OWNER-(NOT RAILROADS)-EXCLUDING OPERATIONS ON BOARD SHIPS.....16292		Cost IF ANY	Per $100 of Cost .0184	.0113	16.MP	15.MP
Completed Operations (Subline 316)		Receipts	Per $1,000 of Receipts			
Products (Subline 316)		Sales	Per $1,000 of Sales			
SEE CAS. 22					11757.	8879.
Endorsement Nos.						
Increased Limits Basic Charge (Subline 325, Code No. 99901)					$	$
CAS. 22(5), XCU #2, CAS. 302, GLC 0300 G222				Total Advance Premiums	$28,334.	$ 23,321.

Location of all premises owned by, rented to or controlled by the **Named Insured** (if other than address shown in Item 1 of declarations):

Interest of **Named Insured** in such premises: ☐ Owner ☐ General Lessee ☐ Tenant ☒ Other (Specify) Varies

Part occupied by **Named Insured:** Varies

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

*Premium for insured hazards not specifically rated herein will be determined by audit and charged accordingly.

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

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

A. **bodily injury** or

B. **property damage**

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

Exclusions

This insurance does not apply:

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

(Continued on reverse side)

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any **automobile** or aircraft owned or operated by or rented or loaned to any **Insured**, or

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

but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **Named Insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **Insured**;

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

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

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any watercraft owned or operated by or rented or loaned to any **Insured**, or

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

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **Named Insured**;

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

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

(1) liability assumed by the **Insured** under an **incidental contract**, or

(2) expenses for first aid under the Supplementary Payments provision;

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

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

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

if such liability is imposed

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

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

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

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

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

(k) to **property damage** to

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

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

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

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **Named Insured**;

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

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

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

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

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

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

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

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

II PERSONS INSURED

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

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

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

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

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

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,

(i) an employee of the **Named Insured** while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the **Named Insured** any such equipment registered in the name of the **Named Insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **Insured** under this paragraph (e) with respect to:

(1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or

(2) **property damage** to property owned by, rented to, in charge of or occupied by the **Named Insured** or the employer of any person described in subparagraph (ii).

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

III LIMITS OF LIABILITY

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

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

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

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

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

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the **Named Insured** by independent contractors and general supervision thereof by the **Named Insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **Named Insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

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

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

IV POLICY TERRITORY

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

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE

EXCLUSION OR EXCESS COVERAGE

(Hazards Otherwise Insured)

It is agreed that since the **Insured** has other insurance for the hazards designated herein and does not intend this insurance to apply concurrently therewith, the following special provisions apply:

I. If an "x" is entered in block (1) under any of the hazards described in the Schedule of this endorsement, this insurance does not apply to **bodily injury** or **property damage** arising out of or included within such hazard.

II. If an "x" is entered in block (2) under any of the hazards described in the Schedule of this endorsement, this insurance does not apply to **bodily injury** or **property damage** arising out of or included within such hazard and occurring before the expiration date of the other insurance as stated in the Schedule.

III. If an "x" is entered in block (3) under any of the hazards described in the Schedule of this endorsement, this insurance does not apply to **bodily injury** or **property damage** arising out of or included within such hazard and occurring before the expiration date of the other insurance as stated in the Schedule, except to the extent that the amount of the loss exceeds the Limit of Liability of the other insurance as stated in the Schedule, but then only for an amount not exceeding the difference between any higher applicable Limit of Liability stated in the declarations of this policy and the applicable Limit of Liability of the other insurance.

SCHEDULE

Description of Hazards

I. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

(a) Owned Automobiles—The ownership, maintenance or use of any **owned automobile** described herein, including any **trailer** while being used therewith and any **automobile** while being used for the towing of any **trailer** described herein.

Year	Model	Trade Name	Body Type—Truck Size (GVW or GCW)—Bus Seating Capacity	Vehicle Identification Number—Serial or Motor Number

(1) ☐ Excluded
(2) ☐ Expiration Date of Other Insurance _____
(3) ☐ Expiration Date of Other Insurance _____ Limits of Liability of Other Insurance: (See below)

(b) Hired Automobiles—The maintenance or use of any **hired automobile**, including any **trailer** while being used therewith and any **automobile** while being used for the towing of any hired **trailer**, except a **private passenger automobile** being used for the towing of a **trailer** designed for use therewith.
(1) ☐ Excluded
(2) ☐ Expiration Date of Other Insurance _____
(3) ☐ Expiration Date of Other Insurance _____ Limits of Liability of Other Insurance: (See below)

(c) Non-Owned Automobiles—The maintenance or use, by any person (other than the **Named Insured**, if the **Named Insured** is an individual) of any **non-owned automobile**, including any **trailer** while being used therewith and any **automobile** while being used for the towing of any non-owned **trailer**, except a **private passenger automobile** being used for the towing of a **trailer** designed for use therewith.
(1) ☐ Excluded
(2) ☐ Expiration Date of Other Insurance _____
(3) ☐ Expiration Date of Other Insurance _____ Limits of Liability of Other Insurance: (See below)

Limits of Liability of Other Insurance

Bodily Injury Liability: $,000 each person
$,000 each occurrence
Property Damage Liability: $,000 each occurrence

(SCHEDULE CONTINUED ON REVERSE SIDE)

SCHEDULE (Continued)

Description of Hazards

II. COMPREHENSIVE GENERAL LIABILITY INSURANCE

(a) **Premises—Operations (Including Independent Contractors Operations)**—The ownership, maintenance or use of the premises described below, including the ways immediately adjoining, and all operations necessary or incidental thereto; provided that the hazards described in this paragraph shall not be deemed to include the types of hazards described in (b) and (III) of this Schedule.

(1) ☒ Excluded

(2) ☐ Expiration Date of Other Insurance _____

(3) ☐ Expiration Date of Other Insurance _____ Limits of Liability of Other Insurance: (See below)

Description of Premises:

COVERAGE FORDYCE CONCRETE

(b) **The Completed Operations Hazard and the Products Hazard** (both as defined in the policy)

(1) ☒ Excluded COVERAGE FOR FORDYCE CONCRETE

(2) ☐ Expiration Date of Other Insurance _____

(3) ☐ Expiration Date of Other Insurance _____ Limits of Liability of Other Insurance: (See below)

Limits of Liability of Other Insurance

Bodily Injury Liability:	$,000 each person	Property Damage Liability:	$,000 each occurrence
	$,000 each occurrence		$,000 aggregate
	$,000 aggregate		

III. CONTRACTUAL LIABILITY INSURANCE—Liability assumed by the **Insured** under the contract(s) described below:

(1) ☒ Excluded COVERAGE FOR FORDYCE CONCRETE

(2) ☐ Expiration Date of Other Insurance _____

(3) ☐ Expiration Date of Other Insurance _____ Limits of Liability of Other Insurance:

Contractual Bodily Injury Liability:	$,000 each person	Contractual Property Damage Liability:	$,000 each occurrence
	$,000 each occurrence		$,000 aggregate

Description of Contract(s):

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 Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

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 Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

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	Advance Premium
15 % of the Total Comprehensive General Liability Bodily Injury and Property Damage Premium as Otherwise Determined.	$ 6,738. (INCL.)
MINIMUM PREMIUM $	

I. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of **incidental contract** is extended to include any 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 operations, within 50 feet of any railroad property, 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 al-

coholic 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;

(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 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**.

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 Policy No. Endorsement No.

Named Insured

Countersigned by_____
(Authorized Representative)

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
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
SMP LIABILITY INSURANCE

DEDUCTIBLE PROPERTY DAMAGE LIABILITY INSURANCE

It is agreed that:

1. The Company's obligation under the Property Damage Liability Coverage to pay damages on behalf of the **Insured** applies only to the amount of damages in excess of any deductible amount stated in the schedule below.
2. The deductible amount stated in the schedule applies as follows:
   (a) PER CLAIM BASIS—If the deductible is on a "per claim" basis, the deductible amount applies to all damages because of **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 to all damages because of all **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.

SCHEDULE

Amount and Basis of Deductible

$	per claim
$ 25,000.	per **occurrence**

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductible applies to all loss however caused):

PREMISES OPERATIONS CLASSIFICATIONS:

CEMENT MFG. 32410
LIME MFG. 32703

PRODUCT CLASSIFICATIONS:

CEMENT OR PLASTER - BULK 32410
LIME MFG. 14002

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 Policy No. Endorsement No.

Named Insured

Countersigned by_____
(Authorized Representative)

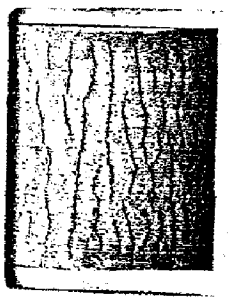
This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

PREMISES MEDICAL PAYMENTS COVERAGE
AMENDMENT OF LIMITS OF LIABILITY

In consideration of the premium charged, it is agreed that the first paragraph of LIMITS OF LIABILITY of Provision III. PREMISES MEDICAL PAYMENTS COVERAGE is amended to read:

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 $10,000 each accident.



UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
BALTIMORE, MARYLAND

DESCRIPTION OF TERMS USED AS PREMIUM BASES

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE

When used as a premium basis:

1. Comprehensive General; Owners', Landlords' and Tenants'; SMP Liability Insurance—**"admissions"** means the total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

2. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; SMP Liability Insurance —**"cost"** mean the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

3. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; SMP Liability Insurance—**"receipts"** means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;

4. Comprehensive General; Manufacturers' and Contractors'; Owners, Landlords' and Tenants'; SMP Liability Insurance which includes coverage for structural alterations, new construction and demolition operations—**"remuneration"** means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

5. Comprehensive General; SMP Liability Insurance—**"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;

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 | Policy No. | Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

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

DO NOT TYPE ABOVE THIS LINE

ASH GROVE CEMENT COMPANY

UNION QUARRIES, INC.

CEDAR CREEK INVESTMENT CO., INC.

LIME TRANSPORT CO.

MATERIAL TRANSPORT COMPANY

CHEMICAL SEALING CORPORATION, DBA CHEMSECO

SUBSURFACE DEVELOPMENT CO.

BATES COUNTY ROCK, DIVISION OF ASH GROVE CEMENT COMPANY

AGROCK QUARRIES, DIVISION OF ASH GROVE CEMENT COMPANY

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
FIDELITY AND GUARANTY INSURANCE COMPANY

President

Countersigned by.....
Authorized Representative

General 166 (8-78) PRINTED IN USA

DO NOT TYPE ABOVE THIS LINE

Exp. 1-1-81

It is agreed and understood that the below policy is amended as follows:

ADD:

Additional Named Insured
Scenic Venture

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured
1	1-1-80	1	36	8270	1CC C 89034	Ash Grove Cement Co.

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
FIDELITY AND GUARANTY INSURANCE COMPANY

President

Countersigned by Reed, Stenhouse
Authorized Representative

219801d

General 166 (8-78) PRINTED IN USA

The stock insurance company named in the declarations (herein called the Company), in consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the Named Insured as follows:

DEFINITIONS

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;

"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;

"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.

(Attach Declarations, Coverage Parts and Endorsements here.)

SUPPLEMENTARY PAYMENTS

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

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

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

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

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

CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy signed by an 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 scope of his duties as such, and (2) with respect to the property of the **Named Insured,** to the person having proper temporary custody thereof, as **Insured,** but only until the appointment and qualification of the legal representative.

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

11. Cancelation This policy may be canceled 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 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 time of surrender or the effective date 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.

NUCLEAR ENERGY LIABILITY EXCLUSION

(Applicable to all coverages except Comprehensive Personal, Farmer's Comprehensive Personal, and Family Automobile)

I. This policy does not apply:

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

(1) with respect to which an **Insured** under 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 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 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.

In Witness Whereof, the Company has caused this policy to be signed by its President and its Secretary at Baltimore, Maryland, and countersigned by a duly authorized representative.

A105

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

William F. Spliedt
Secretary

President

UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

COMPREHENSIVE GENERAL—AUTOMOBILE LIABILITY INSURANCE

DECLARATIONS

Item 1. **NAMED INSURED** and Address (No. & Street, City, County, State, Zip Code)

Ash Grove Cement Co.
(See Gen.166)
Ten Main Center
Kansas City,Missouri

Policy Number 1CC D 86162

Renews 1CC C 89034

The **Named Insured** is: ☐ Individual ☐ Partnership ☒ Corporation ☐ Other (specify)

Business of **Named Insured**

Cement Company

Agent or Broker and Address

Reed,Stenhouse,Inc.
Kansas City,MO

Item 2. Policy Period

From 01-01-81 to 01-01-82

12:01 A.M. standard time at the address of the **Named Insured** as stated herein.

Item 3. The insurance afforded is only with respect to such of the following Coverage Parts and 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.

COVERAGE PARTS	COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
Comprehensive General Liability Insurance	A. Bodily Injury Liability	$ See ,000 each occurrence $ GLC ,000 aggregate	$ 24,365.
	B. Property Damage Liability	$ 9904 ,000 each occurrence $,000 aggregate	$ 32,605.
Premises Medical Payments Insurance	E. Premises Medical Payments	$ each person $,000 each accident	$
Comprehensive Automobile Liability Insurance	C. Bodily Injury Liability	$,000 each person $,000 each occurrence	$
	D. Property Damage Liability	$,000 each occurrence	$
Automobile Medical Payments Insurance	F. Automobile Medical Payments	$ each person	$
Insurance Against Uninsured Motorists	U. Uninsured Motorists	$,000 each person $,000 each accident	$
Contractual Liability Insurance	See Coverage Part for Coverages and Limits of Liability		$
Automobile Physical Damage Insurance			$
			$
			$
			$
			$
Endorsement Nos. (other than those entered on Coverage Parts) Cas. 20, 95, Gen.166, GL0019, GLC9904			$
Audit Period: Annual, unless otherwise designated below. ☐ Semi-annually ☐ Quarterly ☐ Monthly		Total Advance Premium	$ 56,970.

Countersigned by Lawrence V Rhea
Authorized Representative

Casualty 3 (10-77)

(AG 00 01 Rev. 1-1-73)

DO NOT TYPE ABOVE THIS LINE

Ash Grove Cement Company

Union Quarries, Inc.

Cedar Creek Investment Co., Inc.

Lime Transport Co.

Material Transport Company

Chemical Sealing Corporation, DBA Chemseco

Subsurface Development Co.

Bates County Rock, Division of Ash Grove Cement Company

Agrock Quarries, Division of Ash Grove Cement Company

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Splidt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
FIDELITY AND GUARANTY INSURANCE COMPANY

President

Countersigned by.....
Authorized Representative

General 166 (8-78) PRINTED IN USA

DO NOT TYPE ABOVE THIS LINE

It is agreed and understood that the below policy is amended as follows:

Add:

Additional Named Insured
Scenic Venture

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
FIDELITY AND GUARANTY INSURANCE COMPANY

President

Countersigned by.....
Authorized Representative

General 166 (8-78) PRINTED IN USA

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 Policy No. Endorsement No.

Named Insured

Countersigned by_____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

Comprehensive General Liability Insurance

GLC 0411 Designated Operations-Classifications (Blanket Basis)

It is agreed that the part of exclusion "q" relating to the "Explosion Hazard" does not apply to -the following:

Description of Operations:

Mining 12002X
Lime MFG.- Including Quarring 32703x
Plastic Materials and Non-Vulcanizable Elastomers Mfg. 30792x
Paint, Varnish, Shellac or Lacquer Mfg. 28512x

GLC 99 11 04 72

COVERAGE PART:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

Forming a part of Policy

No. 1CC D 86162

Schedule

XX See Supplementary Schedule.

Description of Hazards *See Note Below The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
Premises-Operations (Subline M&C 313, OLT 314)		(a) Area (Sq. Ft.) (b) Receipts (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per $100 of Receipts (c) Per $100 of Remuneration			
See Cas. 22					12,901.	11,352.
GL0404					3,178.	4,253.
Escalators (Subline 314)		Number	Per Landing			
Independent Contractors (Subline 315) Construction operations owner-(not railroads)-excluding operations on board ships...16292		Cost If any	Per $100 of Cost .0171	.0081	15.MP	11.MP
Completed Operations (Subline 316)		Receipts	Per $1,000 of Receipts			
Products (Subline 316)		Sales	Per $1,000 of Sales			
See Cas. 22					8,271.	16,989.
Endorsement Nos.						
Cas. 22(3),GLC0411,2104,9911,0300,GLO404		Increased Limits Basic Charge (Subline 325, Code No. 99901)			$	$
		Total Advance Premiums			$24,365.	$32,605.

Location of all premises owned by, rented to or controlled by the **Named Insured** (if other than address shown in Item 1 of declarations):

Interest of **Named Insured** in such premises: ☐ Owner ☐ General Lessee ☐ Tenant ☒ Other (Specify) Varies

Part occupied by **Named Insured:** Varies

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

*Premium for insured hazards not specifically rated herein will be determined by audit and charged accordingly.

I COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

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

A. **bodily injury** or

B. **property damage**

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

Exclusions

This insurance does not apply:

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

(Continued on reverse side)

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any **automobile** or aircraft owned or operated by or rented or loaned to any **Insured**, or

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

but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **Named Insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **Insured**;

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

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

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any watercraft owned or operated by or rented or loaned to any **Insured**, or

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

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **Named Insured**;

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

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

(1) liability assumed by the **Insured** under an **incidental contract**, or

(2) expenses for first aid under the Supplementary Payments provision;

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

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

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

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

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

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

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

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

(k) to **property damage** to

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

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

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

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **Named Insured**;

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

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

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

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

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

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

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

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

II PERSONS INSURED

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

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

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

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

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

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,

(i) an employee of the **Named Insured** while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the **Named Insured** any such equipment registered in the name of the **Named Insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **Insured** under this paragraph (e) with respect to:

(1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or

(2) **property damage** to property owned by, rented to, in charge of or occupied by the **Named Insured** or the employer of any person described in subparagraph (ii).

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

III LIMITS OF LIABILITY

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

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

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

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

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

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the **Named Insured** by independent contractors and general supervision thereof by the **Named Insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **Named Insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

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

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

IV POLICY TERRITORY

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

COVERAGE PART:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

Forming a part of Policy

No. 1CC D 86162

Schedule

XX See Supplementary Schedule.

Description of Hazards *See Note Below The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
Premises-Operations (Subline M&C 313, OLT 314)		(a) Area (Sq. Ft.) (b) Receipts (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per $100 of Receipts (c) Per $100 of Remuneratio			
See Cas. 22					12,901.	11,352.
GL0404					3,178.	4,253.
Escalators (Subline 314)		Number	Per Landing			
Independent Contractors (Subline 315) Construction operations owner-(not railroads)-excluding operations on board ships...16292		Cost If any	Per $100 of Cost .0171	.0081	15.MP	11.MP
Completed Operations (Subline 316)		Receipts	Per $1,000 of Receipts			
Products (Subline 316)		Sales	Per $1,000 of Sales			
See Cas. 22					8,271.	16,989.
Endorsement Nos.						
Cas. 22(3),GLC0411,2104,9911,0300,GL0404		Increased Limits Basic Charge (Subline 325, Code No. 99901)			$	$
		Total Advance Premiums			$24,365.	$32,605.

Location of all premises owned by, rented to or controlled by the Named Insured (if other than address shown in Item 1 of declarations):

Interest of Named Insured in such premises: ☐ Owner ☐ General Lessee ☐ Tenant ☒ Other (Specify) Varies

Part occupied by Named Insured: Varies

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

*Premium for insured hazards not specifically rated herein will be determined by audit and charged accordingly.

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

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of

A. bodily injury or

B. property damage

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

Exclusions

This insurance does not apply:

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

(Continued on reverse side)

SUPPLEMENTARY SCHEDULE

to

Forming a part of Policy No.

- [X] COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART
- [ ] MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE COVERAGE PART
- [ ] OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE COVERAGE PART
- [ ] COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE COVERAGE PART *
- [ ] CONTRACTUAL LIABILITY INSURANCE (DESIGNATED CONTRACTS ONLY) COVERAGE PART

Description of Hazards The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
(1) Premises-Operations (Subline M&C 313, OLT 314) (2) Escalators (Subline 314) (3) Independent Contractors or Structural Alterations, New Construction, Demolition (Subline 315) (4) Completed Operations (Subline 316) (5) Products (Subline 316) (6) Contractual (Subline 311)		(a) Area (Sq. Ft.) (b) Remuneration (c) Number (d) Cost (e) Receipts (f) Receipts (g) Sales (h) Number	(a) Per 100 Sq. Ft. of Area (b) Per $100 of Remuneration (c) Per Landing (d) Per $100 of Cost (e) Per $1000 of Receipts (f) Per $100 of Receipts (g) Per $1000 of Sales (h) Per Contract			
		i) Frontage				
(1) Ash Grove Cement Company						
Mining	12002x					
KS		b) 7,800	.059	.087	5.	7.
Cement or Plaster Mfg.	32410					
KS		b) 2000,000	.097	.039	1940.	780.
NB		b) 4000,000	.081	.105	3240.	4200.
Lime Mfg.-Including Quarring	32703x					
MO		b) 1450,000	.146	.105	2117.	1523.
OR		b) 380,000	.228	.201	866.	764.
Lousville,NB						
Vacant Land-Excluding Real Estate Development Property	65150	i) 5,917.	.016	.005	95.	30.
Springfield,MO	65150	i) 383	.033	.005	13.	2.
Weeping Water,NB	65150	i) 6,854	.014	.005	96.	34.
Stone County,MO	65150	i) 7,328	.033	.005	242.	37.
Chanute,Kansas	65150	i) 11,806	.014	.005	165.	59.
Springfield,MO	65150	i) 2,221	.033	.005	73.	11.
Weeping Water,NB						
Buildings or premises-manfacturing or private warehouse-occupied by single interest other than the insured (lessor's Risk Only)..	39999	a) 6,854.	.077	.012	19.MP	20.MP
(1) Union Quarries,Inc.						
Mining..	12002x					
KS		b) 380,000	.059	.087	224.	331.
MO		b) 380,000	.034	.067	129.	255.
Lee's Summit,MO.						
Vacant Land-Excluding Real Estate Development Property	65150	i) 2,558	.033	.005	84.	13.

SUPPLEMENTARY SCHEDULE

to

Forming a part of Policy No.

- [XX] COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART
- [ ] MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE COVERAGE PART
- [ ] OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE COVERAGE PART
- [ ] COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE COVERAGE PART
- [ ] CONTRACTUAL LIABILITY INSURANCE (DESIGNATED CONTRACTS ONLY) COVERAGE PART

Description of Hazards The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
(1) Premises-Operations (Subline M&C 313, OLT 314) (2) Escalators (Subline 314) (3) Independent Contractors or Structural Alterations, New Construction, Demolition (Subline 315) (4) Completed Operations (Subline 316) (5) Products (Subline 316) (6) Contractual (Subline 311)		(a) Area (Sq. Ft.) (b) Remuneration (c) Number (d) Cost (e) Receipts (f) Receipts (g) Sales (h) Number	(a) Per 100 Sq. Ft. of Area (b) Per $100 of Remuneration (c) Per Landing (d) Per $100 of Cost (e) Per $1000 of Receipts (f) Per $100 of Receipts (g) Per $1000 of Sales (h) Per Contract			
		i) Frontage				
(1)						
Lime Transport Co.						
Building materials dealers-no second-hand materials-including local managers	52111					
MO		b) 62,000	.277	.107	172.	66.
Material Transport Company						
Truckman-including completed operations	42133					
MO		b) 46,500	.212	.121	99.	56.
KS		b) 35,500	.096	.134	34.	48.
Chemical Sealing Corporation AKA Chemseco						
Plastic materials and non-vulcanizable elastomers mfg.	30792x					
MO		b) 600,000	.212	.104	1272.	624.
NJ		b) 57,000	.218	.139	124.	79.
GA		b) 95,000	.195	.111	185.	105.
MD		b) 165,000	.163	.104	269.	172.
Paint, Varnish, Shellac or Lacquer mfg.	28512					
GA		b) 175,000	.228	.109	399.	191.
Cement or Plaster mfg.-Bulk	32410					
CA		b) 19,000	.236	.061	45.	12.
Bates County Rock						
Quarries-including operation of crushers	14001x					
MO		b) 240,000	.146	.342	350.	821.
KS		b) 240,000	.186	.354	446.	850.
Agrock Quarries						
Analytical Chemists	73901					
KS		b) 60,000	.171	.067	103.	40.
Quarries-including operation of crushers	14001x					
MO		b) 65,000	.146	.342	95.	222.

SUPPLEMENTARY SCHEDULE

to

XX COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART
☐ MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE COVERAGE PART
☐ OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE COVERAGE PART
☐ COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE COVERAGE PART
☐ CONTRACTUAL LIABILITY INSURANCE (DESIGNATED CONTRACTS ONLY) COVERAGE PART

Forming a part of Policy No.

Description of Hazards The rating classifications below do not modify the exclusions or other terms of this insurance.	Code No.	Premium Bases	Rates: Bodily Injury	Rates: Property Damage	Advance Premiums: Bodily Injury	Advance Premiums: Property Damage
(1) Premises-Operations (Subline M&C 313, OLT 314) (2) Escalators (Subline 314) (3) Independent Contractors or Structural Alterations, New Construction, Demolition (Subline 315) (4) Completed Operations (Subline 316) (5) Products (Subline 316) (6) Contractual (Subline 311)		(a) Area (Sq. Ft.) (b) Remuneration (c) Number (d) Cost (e) Receipts (f) Receipts (g) Sales (h) Number	(a) Per 100 Sq. Ft. of Area (b) Per $100 of Remuneration (c) Per Landing (d) Per $100 of Cost (e) Per $1000 of Receipts (f) Per $100 of Receipts (g) Per $1000 of Sales (h) Per Contract			
(5)						
Ashgrove Cement Company						
Cement or plaster mfg.-bulk	32410					
KS		g) 22000,000	.082	.207	1804.	4554.
NB		g) 35000,000	.082	.207	2870.	7245.
Lime Mfg.-including quarring	14002					
MO		g) 7500,000	.045	.057	338.	428.
OR		g) 5500,000	.045	.057	248.	314.
Union Quarries,Inc.						
Mining	14002					
KS		g) 2500,000	.045	.057	113.	143.
MO		g) 2000,000	.045	.057	90.	114.
Chemical Sealing Corporation AKA Chemseco						
Plastic materials and non-vulcanizable elastoners mfg.	30792					
MO		g) 2774,000	.135	.091	374.	252.
NJ		g) 1386,000	.135	.091	187.	126.
GA		g) 936,000	.135	.091	126.	85.
MD		g) 1600,000	.135	.091	216.	146.
Paint, Varnish, Shellac or Lacquer Mfg.	28512					
CA		g) 2600000	.629	1.334	1635.	3468.
(5)						
Bates County Rock						
Quarries-including operations of crushers	14002					
MO		g) 880,000	.135	.057	119.	50.
KS		g) 880,000	.135	.057	119.	50.
Agrock Quarries						
Quarries-including operations of crushers	14002					
MO		g) 240,000	.135	.057	32.	14.

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 Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
SMP LIABILITY INSURANCE

AMENDMENT OF LIMITS OF LIABILITY
(Single Limit)

SCHEDULE

Coverages	Limits of Liability
Bodily Injury Liability and Property Damage Liability	$ 500 ,000 each occurrence
	$ 500 ,000 aggregate

CHANGE(S) IN THIS ENDORSEMENT:

1. ☐ Enter an "X" if Provisions (b) (3) and (b) (ii) do not apply.
2. ☐ Enter an "X" if Provisions (b) (4) and (b) (iii) do not apply.

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

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:

Bodily Injury Liability and Property Damage Liability:

(a) 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 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 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.

(b) Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement 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 bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;

(4) all property damage for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

(i) to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the Named Insured;

(ii) to the sum of the damages for all bodily injury and property damage described in subparagraph (3); and

(iii) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the Named Insured.

(c) 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.

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 Policy No. Endorsement No.

Named Insured

Countersigned by_____
(Authorized Representative)

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
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
SMP LIABILITY INSURANCE

DEDUCTIBLE PROPERTY DAMAGE LIABILITY INSURANCE

It is agreed that:

1. The Company's obligation under the Property Damage Liability Coverage to pay damages on behalf of the **Insured** applies only to the amount of damages in excess of any deductible amount stated in the schedule below.
2. The deductible amount stated in the schedule applies as follows:
   (a) PER CLAIM BASIS—If the deductible is on a "per claim" basis, the deductible amount applies to all damages because of **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 to all damages because of all **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.

SCHEDULE

Amount and Basis of Deductible

$	per claim
$ 25,000	per **occurrence**

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductible applies to all loss however caused):

Premises Operations Classifications:

Cement Mfg. 32410
Lime Mfg. 32703

Product Classifications:

Cement or Plaster - Bulk 32410
Lime Mfg. 14002

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 Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

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	Advance Premium
15 % of the Total Comprehensive General Liability Bodily Injury and Property Damage Premium as Otherwise Determined.	$ 7431.
MINIMUM PREMIUM $	

I. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of **incidental contract** is extended to include any 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 operations, within 50 feet of any railroad property, 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 al-

coholic 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;

(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 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**.

Appendix77e-000387

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 Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

PREMISES MEDICAL PAYMENTS COVERAGE
AMENDMENT OF LIMITS OF LIABILITY

In consideration of the premium charged it is agreed that the first paragraph of LIMITS OF LIABILITY of Provision III. PREMISES MEDICAL PAYMENTS COVERAGE is amended to read:

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 $ 10 ,000 each accident.

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 Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

EXCLUSION

(Explosion, Collapse and Underground Property Damage Hazards)

It is agreed that:

1. If the **Named Insured's** operations are identified (a) in the schedule by a classification code number which includes the symbol "x", "c" or "u" or (b) by any of the classification code numbers listed below, the following exclusion is added to the policy:

   (q) to **property damage** included within:

   (1) the **explosion hazard** in connection with operations identified in the schedule or below by a classification code number which includes the symbol "x",

   (2) the **collapse hazard** in connection with operations identified in the schedule or below by a classification code number which includes the symbol "c",

   (3) the **underground property damage hazard** in connection with operations identified in the schedule or below by a classification code number which includes the symbol "u".

Operations	Classification Code No.
Caisson Work and Pile Driving for Building Foundations	17805 xcu
Conduit Construction	16285 xcu
Contractors' Equipment Rented to Others with Operators	73912 xcu
Contractors' Equipment Rented to Others with Operators	17861 cu
Contractors' Equipment Rented to Others with Operators	73916 xu
Contractors' Equipment Rented to Others with Operators	73911 u
Dam or Reservoir Construction	16232 xcu
Electric Light or Power Line Construction, not REA, and Telephone, Telegraph or Fire Alarm Line Construction	16245 xcu
Electric Light or Power Line Construction—REA	16242 xc
Excavation	15111 xcu
Grading of Land	07313 xcu
Irrigation or Drainage System Construction	16255 xu
Landscape Gardening	07311 xcu
Pile Driving—Not Building Foundations	16294 cu
Pile Driving—Sonic Method Only	16296 cu
Pipe Line Construction	16365 xcu
Quarries; Clay or Shale Digging; Sand or Gravel Digging	14001 x
Railroad Construction	16215 x
Sewer Construction; Gas, Steam, Water Mains or Connections Construction	16225 xcu
Shaft Sinking; Caisson Work—not for Building Foundations, Cofferdam Work, Tunneling	16235 xcu
Street or Road Construction or Reconstruction	16115 xcu
Street or Road Paving or Repaving, Surfacing or Resurfacing or Scraping	16125 xcu
Subway Construction	16205 xcu
Underpinning of Buildings and Structures; Salvage Operations; Building or Structure Raising or Moving	17885 xc
Wrecking—Dismantling of Prefabricated Dwellings less than Four Stories High	17811 xc
Wrecking or Dismantling Buildings and Structures	17822 xc

2. When used in reference to this endorsement:

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

   "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**;

   "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**.

UNITED STATES FIDELITY AND GUARANTY COMPANY

FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

BALTIMORE, MARYLAND

DESCRIPTION OF TERMS USED AS PREMIUM BASES

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE

When used as a premium basis:

1. Comprehensive General; Owners', Landlords' and Tenants'; SMP Liability Insurance—**"admissions"** means the total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

2. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; SMP Liability Insurance —**"cost"** mean the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

3. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'; SMP Liability Insurance—**"receipts"** means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;

4. Comprehensive General; Manufacturers' and Contractors'; Owners, Landlords' and Tenants'; SMP Liability Insurance which includes coverage for structural alterations, new construction and demolition operations—**"remuneration"** means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

5. Comprehensive General; SMP Liability Insurance—**"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;

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 | Policy No. | Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

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

Exp. 1-1-82

CHANGE OF DECLARATION ENDORSEMENT

(This endorsement is valid only for the amendment of a typewritten portion of the Schedule of Declarations of the Policy)

The typewritten portion of Declaration No. 1 of the below described policy is hereby amended to read as follows:

Add: NAMED INSURED

Scenic Venture

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured
2	03-01-81	1	36	8270	1CC D 86162	Ash Grove Cement Co.

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
FIDELITY AND GUARANTY INSURANCE COMPANY

President

Countersigned by Reed, Stenhouse, Inc.
Authorized Representative

General 244 (7-78)

The stock insurance company named in the declarations (herein called the Company), in consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the Named Insured as follows:

DEFINITIONS

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;

"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;

"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.

(Attach Declarations, Coverage Parts and Endorsements here.)

SUPPLEMENTARY PAYMENTS

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

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

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

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

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

CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy signed by an 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 scope of his duties as such, and (2) with respect to the property of the **Named Insured**, to the person having proper temporary custody thereof, as **Insured**, but only until the appointment and qualification of the legal representative.

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

11. Cancelation This policy may be canceled 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 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 time of surrender or the effective date 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.

NUCLEAR ENERGY LIABILITY EXCLUSION

(Applicable to all coverages except Comprehensive Personal, Farmer's Comprehensive Personal, and Family Automobile)

I. This policy does not apply:

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

(1) with respect to which an **Insured** under 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 exclusion:

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

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

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

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

"waste" means any waste material

(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**;

"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.

In Witness Whereof, the Company has caused this policy to be signed by its President and its Secretary at Baltimore, Maryland, and countersigned by a duly authorized representative.

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

William F. Spliedt
Secretary

President

No. N0361

Cover Note

Previous No. New of Insurance effected through

Mc ALEAR ASSOCIATES INC.

8000 West 110th Street
Overland Park, Kansas 66210

Insurance described below has been effected with the following company or companies

COMPANY	AMOUNT	PERCENT
Integrity Insurance Company	See Below	100%

ASSURED Ash Grove Cement Company etal

ASSURED'S ADDRESS P.O. Box 25900; Overland Park, KS 66225

AMOUNT	COVERAGE	RATE	ADVANCE PREMIUM
$5,000,000	Umbrella Liability	Flat	$36,000.00

LOCATIONS insured herein Various on file with company

DATE AND HOUR EFFECTIVE FROM 12:01 A.M. 12-31-84 TO 12:01 A.M. 12-31-85

CONDITIONS OF INSURANCE: Attach: Mining Limitation Endorsement and Contractors Limitation Endorsement
Excludes: ERISA and Real Estate E&O

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this certificate shall become void, and all claims thereunder shall be forfeited.

COVER NOTE PROVISIONS

1. Cancellation of this Cover Note shall be in accordance with the provisions of the applicable policy.

2. This Cover Note shall be terminated by the issuance of the policy by the Company and the premium shall be credited thereon.

3. **SERVICE OF SUIT** — It is agreed that in the event of the failure of the Company(s) hereon to pay any amount claimed to be due hereunder, the Company(s) hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon ,and that in any suit instituted against any one of them upon this contract, the Company(s) will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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

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

Signed at Grand Rapids, Michigan, this 31st day of December, 19 84

MCALEAR ASSOCIATES, INC.

By Mary Ann Dellos

©GOES 115 LITHOIN U.S.A.

No. NO361

Assured Ash Grove Cement Company etal

Address P.O. Box 25900 Overland Park, KS 66225

Expires 12-31-85

Premium $ 36,000.00

Cover Note

OF INSURANCE EFFECTED THROUGH

McALEAR ASSOCIATES, INC.
8000 West 110th Street
Overland Park, Kansas 66210

The Assured is requested to read this Cover Note, and, if incorrect, return it immediately for alteration.

IMPORTANT

This Cover Note cannot be cancelled flat. Earned premium must be paid for the time insurance has been in force.

INTEGRITY INSURANCE COMPANY
PARAMUS, NEW JERSEY

EMETT & CHANDLER
CORPORATE INSURANCE BROKERS
Emett & Chandler Missouri,Inc.
2000Johnson Drive, Suite 200
Mission Woods, Kansas 66205
Phone 913/362-5221

COMMERCIAL CATASTROPHE LIABILITY

PART 1.

DECLARATIONS

Policy Number **ISX** 118318 Previous Policy No. NEW

This page with "Policy Provisions — Part 2" Form ISX-1000 completes this numbered Commercial Catastrophe Liability Policy.

ITEM 1. ASH GROVE CEMENT COMPANY
NAMED INSURED
P.O. BOX 519, NORTH SANTA FE STREET, CHANUTE, KANSAS
ADDRESS

Named Insured is ____ Partnership X Corporation ____ Joint Venture ____ Other

ITEM 2. Policy Period: From 12/31/84 To 12/31/85 12:01 A.M. Standard Time at the address in Item 1.

ITEM 3. Limits of Liability:

(a) Each Occurrence 5,000,000.

(b) Annual Aggregate (where applicable) 5,000,000.

(c) Retained Limit 10,000.

ITEM 4. Premium: $36,000. FLAT CHARGE

Rate Per	In Advance	1st Anniversary	2nd Anniversary
$	$	$	$

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

Irwin S Markowitz
Secretary

Lawrence E. Stern
President

Producer GEORGE F. FOLKES, INC.

Countersigned 15 JANUARY 19 85

at MORRISTOWN, NEW JERSEY

By Catherine McLean
(Authorized Representative)

Approved by ____

ISX-1000 (9/77)

FM-06-1083

INTEGRITY INSURANCE COMPANY

PARAMUS, NEW JERSEY

SCHEDULE OF UNDERLYING INSURANCE

Effective Date of this Schedule 12/31/84

Attached to and forming part of Policy Number ISX 118 318

Issued to ASH GROVE CEMENT COMPANY

	CARRIER, POLICY NUMBER AND TERM	TYPE OF COVERAGE	APPLICABLE LIMITS
(a)	UNITED STATES FIDELITY & GUARANTY COMPANY	Workmen's Compensation & Employers' Liability	Coverage B — Employers' Liability $ 100,000. —one accident
(b)	UNITED STATES FIDELITY & GUARANTY COMPANY	Comprehensive General Liability	Bodily Injury Liability & PROPERTY DAMAGE $ 500,000. —each occurrence $ 500,000. —aggregate (where applicable) Property Damage Liability $ —each occurrence $ —aggregate
(c)	UNITED STATES FIDELITY & GUARANTY COMPANY	Comprehensive Automobile Liability	Bodily Injury Liability & PROPERTY DAMAGE $ —each person $ 500,000. —each occurrence Property Damage Liability $ —each occurrence

ITEM (b) INCLUDES THE FOLLOWING COVERAGES:	Yes	No
Products/completed operations Liability	X	
Employees as Insureds	X	
Blanket Contractual Liability	X	
Personal Injury A, B & C	X	
Liquor Legal Liability	X	

Approved by [signature]
Authorized Representative

ISX-1 (9-77)

FM06-3176

INTEGRITY INSURANCE COMPANY

PARAMUS, NEW JERSEY

ERISA, SEC AND D&O LIABILITY EXCLUSION ENDORSEMENT

In consideration of the premium charged and notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that such coverage as is afforded by this policy shall not apply to any claim or claims based upon the provisions of the:

1. Employee Retirement Income Security Act of 1974 (ERISA), Public Law 93-406; commonly referred to as the Pension Reform Act of 1974.

2. Securities Act of 1933 or the
   Securities Exchange Act of 1934;

   and any amendments thereto; or the provisions of any similar Federal, State or Local Statute, or Common Law.

It is further agreed that this policy shall not apply to any claim or claims which would be payable under the provisions of a Directors and Officers Liability policy, regardless of whether the insured has such a policy in effect.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective 12/31/84 to be attached to and hereby made a part of Policy No. TSX 118 318 issued to ASH GROVE CEMENT COMPANY

Endorsement No. 1

Date of Issue 1/15/85

By _____
Authorized Representative

IIC-ERISA

FM 06-3175

INTEGRITY INSURANCE COMPANY

PARAMUS, NEW JERSEY

It is agreed that only such of the following Exclusion(s) opposite which an "X" has been placed shall apply to the insurance afforded under the policy to which this endorsement is attached:

☐ This policy shall not apply to:

A. **Personal injuries** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile while rented to others by the **insured** or

B. **Property damage** to any **automobile** in the care, custody or control of the **insured,**

Except insofar as coverage is available to the **insured** under the underlying insurance set out in the attached schedule.

The term **insured** shall in no event include a **garage customer.**

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL DEFINITION

"Garage Customer" — means any person other than an employee, director, stockholder, partner or member of the **insured** or a resident of the same household as the **insured,** such employee, director, stockbroker, partner or member.

☒ This policy shall not apply:

A. To **property damage:**
   1. To property owned or occupied by or rented to the **insured,** or
   2. To property used by the **insured,** or
   3. To property in the care, custody, or control of the **insured** or as to which the **insured** is for any purpose exercising physical control, or
   4. To wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, backfilling, or pile driving; and **property damage** to any other property at anytime resulting therefrom, or
   5. Arising out of
      (I) Blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or
      (II) The collapse of or structural injury to any building or structure due to grading of land, excavating, burrowing, filling, backfilling, tunnelling, pile driving, cofferdam or caisson work, or moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof, or

B. To **personal injuries** or **property damage** arising out of liability assumed by the **insured** under contract, or

C. To **personal injuries** or **property damage** arising out of:
   1. Any joint venture
   2. Any project insured under a "wrap-up" plan,

Except insofar as coverage is available to the **insured** under the underlying insurance set out in the attached schedule.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective 12/31/84 to be attached to and hereby made a part of Policy No. ISX 118 318 issued to ASH GROVE CEMENT COMPANY

Endorsement No. 2

Date of Issue 1/15/85

By [signature]
Authorized Representative

ISX-5 (9-77)

MINING LIMITATION ENDORSEMENT

It is agreed that such insurance as is afforded by the Policy as respects the operation of a Coal Mine shall not apply:

1. To injury to or destruction of underground property, or the increased cost of reducing any underground property to physical possession above the surface of the earth, or to the expense incurred or rendered necessary to prevent or minimize loss of or damage to such property resulting from or omissions causing underground damage.

   The term "underground property" as used herein, means oil, gas,water or other mineral substances, including any title, interest or estate therein, which at the time of such substance, or loss, impairment, or reduction of the value of such title, interest or estate, has not been reduced to physical possession above the surface of the earth. Such term also includes any well, hole, formation, strata or area in or through which exploration for or production of any such substance is carried on, and any casing, pipe bit tool, pump or other drilling or servicing machinery or equipment which is located in any such well or hole beneath the surface of the earth at the time of the occurrence causing such loss, injury or destruction.

2. To property damage directly or indirectly arising out of, caused by resulting from contributing to or aggravated by the subsidence, sinking, eroding, mud flow, tilting, or any other movement of land or earth, if any of the foregoing emanates from a coal mine, whether active, inactive or abandoned, or operations being conducted therein.

3. Except insofar as coverage is available to the insured in valid and collectible underlying insurance, as listed in the Schedule of Underlying Insurance, for the full limits shown therein, and then only for such hazards for which coverage is afforded under said underlying insurance, to any liability for Property Damage arising out of:

   (a) blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment or

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective 12/31/84 to be attached to and hereby made a part of Policy No. ISX 118 318 issued to ASH GROVE CEMENT COMPANY

Endorsement No. 3 (Page 1 of 2)

Date of Issue 1/15/85

By _____
Authorized Representative

ISX-9 (9-77)

FM06-3166

(b) the collapse of or structural injury to any building or structure due to (i) grading of land, excavation, borrowing, filling or backfilling, tunneling, pile driving, coffer-dam work or caisson work, or (ii) moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof, or,

(c) injury or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property and apparatus in connection therewith, beneath the surface of the ground or water, caused and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling, or pile driving.

4. To any liability for 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; unless such discharge, dispersal, release or escape is sudden or accidental.

5. To any liability for restortation, reclamation, back-filling, grading, planting, covering of any other modification of mine workings, high walls, spoil banks, hulage ways or streams,

It is further agreed that the policy does not apply to mining operations at any location other than those at which mining operations were being conducted at the inception of the policy period, unless the insured has notified the company prior to the commencement of such operations, and the company has issued an endorsement to the policy extending it to such operations.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective 12/31/84 to be attached to and hereby made a part of Policy No. ISX 118 318 issued to ASH GROVE CEMENT COMPANY

Endorsement No. 3 (Page 2 of 2)

Date of Issue 1/15/85

By [signature]
Authorized Representative

ISX-9 (9-77)

FM06-3166

INTEGRITY INSURANCE COMPANY
PARAMUS, NEW JERSEY

In consideration of the premium charged, it is hereby understood and agreed Item # 1 (Address) of the Declarations is amended to read:

P.O. Box 25900, Overland Park, Kansas 66225

In consideration of the premium charged, it is hereby understood and agreed the following are included in Item # 1 Named Insured of the Declarations:

Ash Grove Cement Company
Ash Grove Cement West, Incorporated
Chemical Sealing Corporation
Fordyce Concrete Company
Union Quarries, Incorporated
Century Concrete Incorporated
Bates County Rock Company
Agrock Quarries, Incorporated
Material Transport Company
Lime Transport Company
Cedar Creek Investments Incorporated
Cedar Creek Properties, Incorporated
Subsurface Development Company
Senic Venture
C.VM. Incorporated
Winchester Venture
Data Retrieval Services Incorporated

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective *12-31-84* to be attached to and hereby made a part of Policy No. *ISX 118318* issued to *Ash Grove Cement Company*

Endorsement No. *4*

Date of Issue *March 19, 1985*

By _____
Authorized Representative

ISX-9 (9-77)

FM06-3166

JAB
WITH 1st LAYER UMBRELLA POLICY

INTEGRITY INSURANCE COMPANY

PARAMUS, NEW JERSEY

IN CONSIDERATION OF A RETURN PREMIUM IN THE AMOUNT OF $12,000., IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS ITEM (D) ON THE SCHEDULE OF UNDERLYING LIMITS EFFECTIVE 7/30/85/

(D) RLI	UMBRELLA LIABILITY	$1,000,000. EACH OCCURRENCE $1,000,000. AGGREGATE

IT IS FURTHER AGREED THAT THE LIMITS OF LIABILITY STATED ON ITEM #3 OF THE DECLARATIONS IS REDUCED TO $4,000,000. EFFECTIVE 7/30/85.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective 7/30/85 to be attached to and hereby made a part of Policy No. ISX 118 318 issued to ASH GROVE CEMENT COMPANY

Endorsement No. 5

Date of Issue 8/1/85

By _____
Authorized Representative

ISX-9 (9-77)

FM06-3166

JAB
WITH
POLICY

INTEGRITY INSURANCE COMPANY

PARAMUS, NEW JERSEY

IN CONSIDERATION OF AN ADDITIONAL PREMIUM IN THE AMOUNT OF $3,000. IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLWOIGN IS ADDED AS AN ADDITIONAL NAMED INSURED TO THIS POLICY EFFECTIVE 4/1/85.

CONCRETE COMPANY OF SPRINGFIELD/CONCO QUARRIES
510 SHERMAN
SPRINGFIELD, MO 65805

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective 4/1/85 to be attached to and hereby made a part of Policy No. ISX 118 318 issued to ASH GROVE CEMENT COMPANY

Endorsement No. 6

Date of Issue 8/1/85

By _____
Authorized Representative

ISX-9 (9-77)

FM06-3166

JAB 134
WITH EXCESS
UMBRELLA POLICIES
FOR 1985

INTEGRITY INSURANCE COMPANY

PARAMUS, NEW JERSEY

In consideration of an additional premium in the amount of $ 2,000.00 (term) it is hereby understood and agreed the following is added to this policy:

Arkansas Cement Corporation
Quickrete Materials, Inc.
Highway 108
Foreman, Arkansas 71936

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective 9-30-85 to be attached to and hereby made a part of Policy No. ISX 118 318 issued to Ash Grove Cement Company

Endorsement No. 7

Date of Issue October 16, 1985

By _____
Authorized Representative

ISX-9 (9-77)

FM06-3166

Appendix77e-000408

ATTACH ENDORSEMENTS AND DECLARATIONS

INTEGRITY INSURANCE COMPANY

PARAMUS, NEW JERSEY

(A STOCK COMPANY)

COMMERCIAL CATASTROPHE LIABILITY POLICY

POLICY PROVISIONS—PART 2—FORM ISX-1000

The Company as shown in Part 1 — Declarations (hereinafter called the Company), in consideration of the payment of the premium, in reliance upon the statements in the Declarations made a part hereof, subject to all of the terms of this policy including the applicable limits of liability, the Company agrees with the **Named Insured** with respect to those coverages indicated in Item 3 of the Declarations:

INSURING AGREEMENTS

1. COVERAGE

In consideration of the payment of the required premium, the Company hereby agrees, subject to all of the terms of this policy, to pay on behalf of the **insured** all sums, as more fully defined by the term **ultimate net loss**, for which the **insured** shall become obligated to pay by reason of liability

(a) imposed upon the **insured** by law or

(b) assumed under contract or agreement by the **insured**,

arising out of **personal injury, property damage** or **advertising liability** caused by an **occurrence.**

2. UNDERLYING LIMIT — RETAINED LIMIT

The Company shall be liable only for the **ultimate net loss** the excess of the greater of the **insured's underlying limit** or **retained limit** defined as:

(a) **Underlying limit** — an amount equal to the limits of liability indicated beside the underlying insurance listed in the schedule of underlying insurance, plus the applicable limits of any other underlying insurance collectible by the **insured;**

(b) **Retained limit** — The amount specified in item 3(c) of the declarations as the result of an **occurrence** not covered by said underlying insurance, and which shall be borne by the **insured,** separately as respects to each **occurrence** during the period of this policy.

3. LIMITS OF LIABILITY

Regardless of the number of persons and organizations who are **insureds** under this policy and regardless of the number of claims made and suits brought against any or all **insureds,** the total limit of the Company's liability for **ultimate net loss** resulting from any one **occurrence** shall not exceed the amount specified in Item 3(a) of the declarations.

The Company's liability shall be further limited to the amount stated as the annual aggregate limit in Item 3(b) of the declarations on account of **all occurrences** during each policy year arising out of either the **products hazard** or **completed operations hazard** or both combined.

In the event that the aggregate limits of liability of the underlying policies, listed in the schedule of underlying insurance, are exhausted or reduced, solely as the result of **occurrences** taking place after the inception date of this policy, this policy shall, subject to the Company's limit of liability and to the other terms of this policy, with respect to occurrences which take place during the period of this policy, continue in force as underlying insurance for the remainder of the policy year of the underlying policy or until the Company's aggregate limit of liability (stated in Item 3(b)) is exhausted, but not for broader coverage than was provided by the exhausted underlying insurance.

In the event that the aggregate limits of liability of the underlying policies, listed in the schedule of underlying insurance, are exhausted or reduced as the result of **occurrences** taking place prior to the inception date of this policy, the Company shall only be liable to the same extent as if the aggregate limits had not been so exhausted or reduced.

For the purpose of determining the limit of the Company's liability:

(a) all **personal injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions, and

(b) all **advertising liability** involving the same injurious material or act, regardless of the number of kind of media used, or frequency of repetition thereof, whether claim is made by one or more persons;

shall be considered as arising out of one **occurrence.**

4. DEFENSE PROVISIONS

(a) The company shall not be called upon to assume charge of the investigation, settlement or defense of any claim made, or suit brought, or proceedings instituted against the **insured,** but shall have the right and be given the opportunity to be associated in the defense and trial of any such claims, suits or proceedings relative to any **occurrence** which, in the opinion of the Company, may create liability on the part of the Company under the terms of this policy. If the Company avails itself of such right and opportunity the Company shall do so at its own expense. Court costs and interest if incurred with the consent of the Company, shall be borne by the Company and other interested parties in the proportion that each party's share of **ultimate net loss** bears to the total amount of **ultimate net loss** sustained by all interested parties. The provisions of this paragraph apply in all circumstances except as provided for in paragraph (b) below.

(b) With respect to any **occurrence** not covered by the underlying policies listed in the schedule of underlying insurance, or any other underlying insurance collectible by the **insured,** but covered by the terms and conditions of this policy the Company shall in addition to the amount of **ultimate net loss** payable;

(1) defend any suit against the **insured** seeking damages on account of **personal injury, property damage** or **advertising liability,** 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;

(2) pay all expenses incurred by the Company, all costs taxed against the **insured** in any such suit 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;

(3) pay premiums on appeal bonds required in any such suit and pay 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, but the Company shall have no obligation to apply for or furnish any such bonds;

(4) pay 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.

The Company shall not be obligated to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

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

PRODUCTS HAZARD

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

PROPERTY DAMAGE

The term **property damage** wherever used herein 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.

ULTIMATE NET LOSS

Means the amount of the principal sum, award or verdict, actually paid or payable in cash in the settlement or satisfaction of claims for which the **insured** is liable, either by adjudication or compromise with the written consent of the company, after making proper deduction for all recoveries and salvages.

NUCLEAR ENERGY LIABILITY EXCLUSION

This Policy does not apply:

(a) to **personal injury** or **property damage**

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

(2) resulting from the **hazardous properties** of **nuclear material** and with respect of 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) to **personal injury** or **property damage** resulting from the **hazardous properties** of **nuclear material** if

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

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

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

(c) 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, 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** included within the definition of **nuclear facility** under paragraph (1) and (2) thereof;

nuclear facility means

(1) any **nuclear reactor,**

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

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

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

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

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

Irwin S. Markowitz
Secretary

Lawrence E. Stern
President

Appendix77e-000410

EXCLUSIONS

Section I of the Exclusions

This policy shall not apply:

A. to any obligation for which the **insured** or any company as its insurer may be held liable under any Workmen's Compensation, Unemployment Compensation, Disability Benefits Law, or under any similar law provided, however, that this exclusion does not apply to liability of others assumed by the **insured** as an incidental part of the contract or agreement;

B. 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 **insured** of any contract or agreement, or

(2) the failure of the **insured's products** or work performed by or on behalf of the **insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **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 **insured's products** or work performed by or on behalf of the **insured** after such products or work have been put to use by any person or organization other than an **insured;**

C. to **property damage** to

(1) property owned by the **insured,**

(2) the **insured's products** arising out of such products or any part of such products,

(3) work performed by or on behalf of the **insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished therewith;

D. to damages claimed for the withdrawal, inspection, repair, replacement or loss of use of the **insured's products** or work completed by or for the **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;

E. to Nuclear Energy Liability (see Nuclear Liability page four) regardless of whether or not such coverage was or would have been afforded by the underlying insurances.

Section II of the Exclusions

This policy shall not apply, unless insurance is provided by a policy listed in the schedule of underlying insurance, and then for no broader coverage than is afforded by such insurance:

A. to **advertising liability** resulting from

(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 mark, service mark, or trade name, other than titles or slogans, by use thereof on or in connection with goods or service sold, offered for sale or advertised,

(3) incorrect description of any article or commodity,

(4) mistake in advertised price;

B. to the ownership, maintenance, operation, use, loading or unloading of **aircraft** owned by the **insured** or chartered by or on behalf of the **insured** without crew;

C. to the ownership, maintenance, operation, use, loading or unloading of any watercraft owned by the **insured;**

D. 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, except with respect to the ownership, maintenance or use, including loading or unloading, of **automobiles;**

E. to **personal injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, oil or other petroleum substance or derivative (including any oil refuse or oil mixed with wastes), 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.

CONDITIONS

1. MAINTENANCE OF UNDERLYING INSURANCE

The policy or policies referred to in the attached schedule of underlying insurance or renewals or replacements thereof not more restrictive in coverage, shall be maintained in full effect during the currency of this policy, except for any reduction in the aggregate limit or limits contained therein solely by payment of claims in respect of occurrences happening during the period of this policy. Failure of the **insured** to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Company shall only be liable to the same extent as if the **insured** had complied with this condition.

2. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the **insured** covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing contained herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

3. PREMIUM

Unless otherwise provided, the premium for this policy is a flat premium and is not subject to adjustment except as provided therein or amended by endorsement.

In the event of additional **insureds** being added to the coverage under the underlying insurance during the currency of this policy, prompt notice shall be given to the Company and, if an additional premium has been charged for such addition on the underlying insurance, the Company shall be entitled to charge an appropriate additional premium.

4. 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.

5. NOTICE OF OCCURRENCE

Whenever the **insured** has information from which the **insured** may reasonably conclude that an **occurrence** covered hereunder involves injuries or damage which, in the event that the **insured** be held liable, is likely to involve this policy, notice shall be given by or on behalf of the **insured** to the Company or any of its authorized agents 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.

6. ASSISTANCE AND COOPERATION OF THE INSURED

The **insured** shall cooperate with the Company and with the underlying insurers as required by the terms of the underlying insurance and, upon this Company's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution of indemnity against any person or organization who may be liable to the **insured** because of **personal injury, property damage** or **advertising liability** with respect to which insurance is afforded under this policy; 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 voluntarily make any payment, assume any obligation or incur any expense except at his own cost.

7. PAYMENT OF ULTIMATE NET LOSS

Coverage under this policy shall not apply unless and until the **insured,** or the **insured's** underlying insurer, shall be obligated to pay the amount of the **underlying limit** or **retained limit** on account of **personal injury, property damage or advertising liability.** When the amount of **ultimate net loss** has finally been determined, the Company shall promptly pay on behalf of the **insured** the amount of **ultimate net loss** falling within the terms of this policy.

The named **insured** shall promptly reimburse the Company for any amount within the **retained limit** specified in the insuring agreements paid by the Company on behalf of an **insured** in settlement or satisfaction of any claim or suit.

8. 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 cost and expense, and shall be liable for the taxable cost and disbursements and interest incidental thereto.

9. 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.

10. SUBROGATION

In the event of any payment under this policy, the Company shall be subrogated to all the **insured's** rights of recovery 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 amount recovered as subrogation shall be apportioned in the inverse order of payment of ultimate net loss to the extent of the actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries.

11. CHANGES

Notice to any agent or knowledge possessed by an agent or by any other person shall not affect 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.

12. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon.

13. CANCELLATION

This policy may be cancelled by the named **insured** by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named **insured** at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.

The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period

If cancellation is at the request of the named **insured** 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. If this policy insures more than one named **insured,** cancellation may be effected by the first of such named **insureds** for the account of all the named **insureds:** notice of cancellation by the Company to such first named **insured** shall be deemed notice to all **insureds** and payment of any unearned premium to such first named **insured** shall be for the account of all interests herein.

GLOSSARY

The terms of this policy shall be applied as if the gloss of words listed below has been included with the word or words each time they appear in this policy.

ADVERTISING LIABILITY

The term **advertising liability** wherever used herein shall mean:

(1) libel, slander or defamation,

(2) any infringement of copyright or title or slogan,

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

(4) any invasion of right of privacy;

committed or alledged to have been committed during the policy period, in any advertisement, publicity article, broadcast or telecast and arising out of the **insured's** advertising activities.

AIRCRAFT

Means any heavier than air or lighter than air **aircraft** designed to transport persons or property.

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.**

COMPLETED OPERATIONS HAZARD

Includes **personal injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **personal injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **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 **insured** under the contract have been completed,

(2) when all operations to be performed by or on behalf of the **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 sub-contractor engaged in performing operations for a principal as a part of the same project.

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

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

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

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

INSURED

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

(1) the named **insured,** meaning the named **insured** stated in Item 1 of the declarations and any subsidiary, owned or controlled companies as now or thereafter constituted and of which prompt notice has been given to the Company;

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

(3) any **insured** (not being the named **insured** under this policy) included in the scheduled underlying insurance, but not for broader coverage than is available to such **insured** under the scheduled underlying insurance;

(4) except with respect to the ownership maintenance, operation, use, loading or unloading of **automobiles, aircraft** or watercraft, any officer, director, stockholder or employee of the named **insured,** while acting within the scope of his duties as such; but this subdivision (4) shall not apply if it restricts the insurance granted under subdivision (3) above;

(5) if the named **insured** is designated in the declarations as a partnership or joint venture, any partner or member thereof, but only with respect to the liability incurred in the operation of that partnership or joint venture; however, this policy does not apply to any **automobile** owned by or registered in the name of any partner.

INSURED'S PRODUCTS

Means goods or products manufactured, sold, handled or distributed by the **insured** or by others trading under his name, including any container thereof (other than a vehicle), but **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.

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 **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.

OCCURRENCE

Means an accident, including continuous or repeated exposure to conditions, which results in **personal injury, property damage** or **advertising liability** neither expected nor intended from the standpoint of the **insured.**

PERSONAL INJURY

The term **personal injury** wherever used herein means:

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

(2) false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention or malicious prosecution,

(3) libel, slander, defamation of character, humiliation or invasion of the rights of privacy, unless arising out of advertising activities,

(4) racial, religious, sex or age discrimination (unless insurance thereof is prohibited by law) not committed by or in the direction of the **insured** but only with respect to the liability other than fines and penalties imposed by law;

which occurs during the policy period.

JAC WITH POLICY

McAlear KS.

NOTICE OF CANCELLATION OR NONRENEWAL

(Kansas)

KIND OF POLICY:	Casualty
POLICY NO.:	ISX 118 318
CANCELLATION OR TERMINATION WILL TAKE EFFECT AT:	12-31-85 (DATE) 12:01 a.m. (HOUR—STANDARD TIME)
DATE OF MAILING:	8-27-85
ISSUED THROUGH AGENCY OR OFFICE AT:	Morristown, New Jersey

INSURANCE COMPANY: Integrity Insurance Company

NAME AND ADDRESS OF INSURED: Ash Grove Cement Co.
P.O. Box 519
North Santa Fe Street
Chanute, Kansas

(Applicable item marked ☒)

CANCELLATION

☐ You are hereby notified in accordance with the terms and conditions of the above mentioned policy that your insurance will cease at and from the hour and date mentioned above.

If the premium has been paid, premium adjustment will be made as soon as practicable after cancellation becomes effective.

If the premium has not been paid, a bill for the premium earned to the time of cancellation will be forwarded in due course.

☐ You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with the Kansas Insurance Code, that your insurance will cease at and from the hour and date mentioned above.

Specific reason(s) for cancellation: _____

☐ You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with the Kansas Insurance Code, that your insurance will cease at and from the hour and date mentioned above due to nonpayment of premium.

A bill for the premium earned to the time of cancellation will be forwarded in due course.

NON-RENEWAL

☒ You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with the Kansas Insurance Code, that the above mentioned policy will expire effective at and from the hour and date mentioned above and the policy will NOT be renewed.

Specific reason(s) for nonrenewal: Insurance capacity is not available

IMPORTANT NOTICE

☐ **Consumer Report:** In compliance with the Fair Credit Reporting Act (Public Law 91-508), you are hereby informed that the action taken above is being taken wholly or partly because of information contained in a consumer report from the following consumer reporting agency.

_____ (NAME)

_____ (ADDRESS)

Authorized Representative

GU 6503 (Ed. 7-81) UNIFORM PRINTING & SUPPLY DIV.

INSURED'S COPY

JMD
WITH EXCESS UMBRELLA POLICY

NOTICE OF CANCELLATION OR NONRENEWAL

CASUALTY

KIND OF POLICY

POLICY NO:	ISSUED THROUGH AGENCY OR OFFICE AT:	CANCELLATION OR TERMINATION WILL TAKE EFFECT AT: (DATE) (HOUR—STANDARD TIME)	DATE OF NOTICE
ISX 118 318	MORRISTOWN, NEW JERSEY	7/31/85 12:01 a.m.	6/27/85

INSURANCE COMPANY: INTEGRITY INSURANCE COMPANY

LIABILITY UMBRELLA 1ST LAYER 5,000,000.
PREMIUM 36,000.00
EFFECTIVE 12-31-84

NAME AND ADDRESS OF INSURED:

ASH GROVE CEMENT COMPANY
P.O. BOX 519
NORTH SANTA FE STREET
CHANUTE, KANSAS

(Applicable item marked ☒)

CANCELLATION

☒ You are hereby notified in accordance with the terms and conditions of the above mentioned policy that your insurance will cease at and from the hour and date mentioned above.

If the premium has been paid, premium adjustment will be made as soon as practicable after cancellation becomes effective.

If the premium has not been paid, a bill for the premium earned to the time of cancellation will be forwarded in due course.

☐ You are hereby notified in accordance with the terms and conditions of the above mentioned policy that your insurance will cease at and from the hour and date mentioned above due to nonpayment of premium.

A bill for the premium earned to the time of cancellation will be forwarded in due course.

NONRENEWAL

☐ You are hereby notified in accordance with the terms and conditions of the above mentioned policy that the above mentioned policy will expire effective at and from the hour and date mentioned above and the policy will NOT be renewed.

IMPORTANT NOTICE

☐ In compliance with the Fair Credit Reporting Act (Public Law 91-508), you are hereby informed that the action taken above is being taken wholly or partly because of information contained in a consumer report from the following consumer reporting agency:

(NAME)

(ADDRESS)

Authorized Representative

GU 8811b (Ed. 3-73) © 1983

INSURED'S COPY

You are hereby notified that the agreement under the Loss Payable Clause payable to you as Lienholder, which is a part of the above policy, issued to the above insured, is hereby cancelled (or terminated) in accordance with the conditions of the policy, said cancellation (or termination) to be effective on and after the hour and date mentioned above.

Authorized Representative

INSURANCE COMPANY: INTEGRITY INSURANCE COMPANY

NAME AND ADDRESS OF LIENHOLDER:

GU 8811b (Ed. 3-73) © 1983

LIENHOLDER'S COPY

Signed this 27 day of JUNE 19 85

Signature

Not to be used to cancel a policy which contains the cancellation condition of a standard fire policy.

GU 8811b (Ed. 3-73) © 1983

COMPANY'S COPY

THE DEFENDER

Commercial Comprehe
Catastrophe Liability P

U.S. Insurance Group
a Crum and Forster organization

REICHMEIER AND ASSOCIATES, INC.
GENERAL INSURANCE
3500 West 75th Street — Suite 211
Prairie Village, Kansas, 66208
(913) 432-6888

Declarations

THE DEFENDER

Commercial Comprehensive Catastrophe Liability Policy

POLICY NUMBER
523 229791 5

DATE ISSUED February 28, 1983	**RENEWAL OR REPLACEMENT OF** 523 141275

Item 1. NAMED INSURED & ADDRESS
ASH GROVE CEMENT COMPANY, ET AL (SEE ENDORSEMENT #1)
Corporate Woods Bldg. #6 - Suite 600
8900 Indian Creek Parkway
Overland Park, Kansas 66225

2. POLICY PERIOD: POLICY COVERS FROM January 1, 1983 TO January 1, 1984
12:01 a.m. Standard Time at the Named Insured's address stated above.

3. COVERAGE IS PROVIDED BY COMPANY CHECKED

- ☐ UNITED STATES FIRE INSURANCE COMPANY
- ☐ THE NORTH RIVER INSURANCE COMPANY
- ☐ WESTCHESTER FIRE INSURANCE COMPANY
- ☒ INTERNATIONAL INSURANCE COMPANY

REPRESENTATIVE:

Agent or Broker: THE LONDON AGENCY, INC.
Office Address: 127 West Tenth Street
Town, State & Zip: Kansas City, Missouri 64105
K57353-1

4. LIMIT OF LIABILITY — As Insuring Agreement V

(A) Coverage I (a), I (b), or I (c) or all combined with respect to each occurrence $ 10,000,000.00

(B) Aggregate limit for each annual period with respect to the products hazard $ 10,000,000.00

(C) Self-Insured Retention $ 10,000.00

5. PREMIUM IS PAYABLE

$ 12,500.00 in advance adjustable at a rate of _____ per FLAT CHARGE
annual exposure estimated at: _____

$ 12,500.00 annual minimum premium

RAL/myg

POLICY JACKET, FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION:

L-4021J (8-78)
LA-MI 450 (2-80)
END. NO. 1-FM.229 (12-77/LA2-83)
END. NO. 2-FM.4140 (11-78)
END. NO. 3-FM.368 (9-78/LA9-82)
END. NO. 4-LA-LI 219 (2-80)
END. NO. 5-LA-MI 421 (2-80)
END. NO. 6-LA-MI 407 (2-80)
END. NO. 7-FM.394 (9-77)
END. NO. 8-FM.216 (6-74)
END. NO. 9-FM.422 (9-79)

Countersigned by Patricia A. Brock
AUTHORIZED REPRESENTATIVE

THESE DECLARATIONS, TOGETHER WITH "POLICY PROVISIONS — PART ONE," AND ENDORSEMENTS, IF ANY, ARE ISSUED AS PART OF, AND IN THE COMPLETION OF THE ABOVE NUMBERED POLICY.

L 4021 D (10-74) Printed (8/80)

This schedule effective January 1, 1983
forms part of policy number 523 229791
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

SCHEDULE A -- SCHEDULE OF UNDERLYING INSURANCE

UNDERLYING POLICIES	APPLICABLE LIMITS		INSURER
(a) Employers' Liability	$ 100,000.00	One Accident	United States Fidelity & Guaranty Insurance Company
(b) Automobile Liability (X) indicates covered auto(s)	Bodily Injury		
	$ N/A	Each Person	
	$ N/A	Each Occurrence	
(XX) Owned, Non-owned and Hired	Property Damage		
	$ N/A	Each Occurrence	
( ) Non-owned and Hired	Bodily Injury and Property Damage Combined Single Limit		
	$ 500,000.00	Each Occurrence	United States Fidelity & Guaranty Insurance Company
(c) Comprehensive General Liability	Bodily Injury		
	$ N/A	Each Occurrence	
	$ N/A	Aggregate when applicable	
includes the following coverages:	Property Damage		
	$ N/A	Each Occurrence	
Blanket Contractual	$ N/A	Aggregate when applicable	
Broad Form Property Damage			
Employees as Insureds			
Incidental Malpractice	Bodily Injury and Property Damage Combined Single Limit		
Personal Injury A,B & C			
Products/Completed Operations	$ 500,000.00	Each Occurrence	United States Fidelity & Guaranty Insurance Company
	$ 500,000.00	Aggregate when applicable	

LA-MI 450 (2-80)

S-2
RAL/myg
February 28, 1983

This endorsement effective January 1, 1983
forms part of policy number 523 229791
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

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

ASH GROVE CEMENT COMPANY

UNION QUARRIES, INC.

FORDYCE CONCRETE COMPANY, INC.

LIME TRANSPORT COMPANY

MATERIAL TRANSPORT COMPANY

CENTURY CEMENT COMPANY, INC.

CHEMICAL SEALING CORPORATION AKA CHEMSECO AKA INTERCOSTAL CORPORATION

AGCRETE, INC.

CEDAR CREEK INVESTMENT COMPANY

CEDAR CREEK PROPERTIES, INC.

SUBSURFACE DEVELOPMENT COMPANY

SCENIC VENTURE (JOINT VENTURE)

BATESCO QUARRIES, DIVISION OF ASH GROVE CEMENT CO.

AGROCK QUARRIES, DIVISION OF ASH GROVE CEMENT CO.

All other terms and conditions of this policy remain unchanged.

Patricia A. Brock
Authorized Representative

Endorsement No. 1
RAL/myg
February 28, 1983
FM.101.0.229 (12-77/LA2-83)

This endorsement effective January 1, 1983
forms part of policy number 523 229791
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

PROFESSIONAL LIABILITY EXCLUSION

This policy does not apply to any professional liability claims arising out of the insured's profession as an Real Estate Agent

"Professional liability," as used in this endorsement, means liability arising out of the insured's profession as stated above and caused by the rendering or failure to render professional services for others; including professional services of any employee of the insured or of any other person for whom the insured is legally liable.

All other terms and conditions of this policy remain unchanged.

Patricia A. Brock
Authorized Representative

Endorsement No. 2
FM.101.0.4140 (11-78)
RAL/myg
February 28, 1983
P-16

This endorsement effective January 1, 1983
forms part of policy number 523 229791
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

FELLOW EMPLOYEE

Coverage for claims arising out of any fellow employee injury is limited in this policy to the coverage provided to the insured in primary policies listed in Schedule A, attached to this policy. If coverage is not provided by such policies, coverage is excluded from this policy.

The term "fellow employee injury" means injury to any employee of an insured, injured in the course of his or her employment by an insured, and which is caused by another employee of an insured.

All other terms and conditions of this policy remain unchanged.

Patricia A. Brock
Authorized Representative

Endorsement No. 3
FM.101.0.368 (9-78/LA-9-82)
RAL/myg
February 28, 1983
F-1

This endorsement effective January 1, 1983
forms part of policy number 523 229791
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

INCIDENTAL PROFESSIONAL LIABILITY LIMITATION

It is agreed that this policy applies to liability arising out of the performance of incidental professional services for others by the insured and caused by any negligent act, error or omission of the insured or any person employed by the insured, or of any other person for whose acts the insured is legally liable.

Further, coverage for claims arising out of the performance of incidental professional services for others is limited in this policy to the coverage provided to the insured in primary policies listed in Schedule A, attached to this policy. If coverage is not provided by such policies, coverage is excluded from this policy.

All other terms and conditions of this policy remain unchanged.

Patricia A. Brock
Authorized Representative

Endorsement No. 4
LA-LI 219 (2-80)
RAL/myg
February 28, 1983
I-2

This endorsement effective January 1, 1983
forms part of policy number 523 229791
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

MINING ENDORSEMENT

With respect to the ownership, operation or maintenance of any surface or sub-surface mine:

I. This policy does not apply:

A. to injury or to destruction of underground property; or

B. to the increased cost of reducing any underground property to physical possession above the surface of the earth, or to the expense incurred or rendered necessary to prevent or minimize loss of or damage to property resulting from acts or omissions causing underground damage; or

C. to property damage directly or indirectly arising out of, caused by, resulting from, contributed to or aggravated by the subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land or earth; if any of the foregoing emanates from an underground mine, whether active, inactive or abandoned, or operations while being conducted therein; or

D. to liability for restoration, reclamation, back filling, grading, planting, covering or other modification of mine workings, high walls, spoil banks, haulage ways, streams; or to liability arising out of claims for violation of any state or federal environmental reclamation or protection act.

The term "underground property" as used on this endorsement, means oil, gas, water or other mineral substances, including any title, interest or estate herein, which at the time of the act or omissions causing loss of, injury to

or destruction of such substance, or loss, impairment, or reduction of the value of such title, interest or estate has not been reduced to physical possession above the earth's surface, such term also includes any well, hole, formation, strata or area beneath the surface of the earth in or through which exploration for or production of any such substance is carried on, or casing, pipe, bit tool, pump or other drilling or well servicing machinery or equipment which is located in any such well or hole beneath the earth's surface at the time of the accident causing injury or destruction.

II. Coverage for claims for property damage

1. 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; or

2. arising out of the collapse of or structural injury to any building or structure due to grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work, caison work or moving, shoring, underpinning, raising or demolition of any building or structure, removal or rebuilding of any structural support thereof, or property damage to any other property at any time resulting therefrom; or

3. 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, or property damage to any other property at any time resulting therefrom

is limited in this policy to the coverage provided to the insured in primary policies listed in Schedule A, attached to this policy. If coverage is not provided by such policies, coverage is excluded from this policy.

All other terms and conditions of this policy remain unchanged.

Patricia A. Bach
Authorized Representative

Endorsement No. 5
LA-MI 421 (2-80)
RAL/myg
February 28, 1983
M-7

This endorsement effective January 1, 1983
forms part of policy number 523 229791
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

I. This policy does not apply:

A. to liability, arising out of the conduct of any joint venture of which the insured is a member and which is not designated in this policy as a Named Insured; or

B. to liability arising out of any project insured under a "wrap-up" rating plan; or

C. to liability arising out of a mistake or deficiency in designs, plans, or specifications (including but not limited to the preparation or approval of maps, reports, or surveys) prepared by or for the insured; or

D. to property damage to:

1. tools or equipment rented or leased to the insured; or
2. materials, parts or equipment being installed or erected by or for the insured; or
3. that particular part of property on which work is being performed by or for the insured.

II. Coverage for claims

A. arising out of liability assumed by the insured under contract; or

B. for property damage

1. 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; or

2. arising out of the collapse of or structural injury to any building or structure due to grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work, caison work or

moving, shoring, underpinning, raising or demoliton of any building or structure, removal or rebuilding of any other property at any time resulting therefrom; or

3. 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, backfilling or pile driving, or property damage to any other property at any time resulting therefrom

is limited in this policy to the coverage provided to the insured in primary policies listed in Schedule A, attached to this policy. If coverage is not provided by such policies, coverage is excluded from this policy.

All other terms and conditions of this policy remain unchanged.

Patricia A. Barch
Authorized Representative

Endorsement No. 6
LA-MI 407 (2-80)

C-4
RAL/myg
February 28, 1983

This endorsement effective January 1, 1983
forms part of policy number 523 229791
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

INDIVIDUAL OR PARTNERSHIP AS NAMED INSURED
LIMITATION ENDORSEMENT

1. If the Named Insured is an individual, this policy shall apply only to the conduct of a business of which he (she) is the sole proprietor.

11. If the Named Insured is a partnership, this policy shall apply to the partnership so designated and any partner, but only for his (her) liability as such. This policy shall not apply to any partnership which is not designated as a Named Insured.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Endorsement No. 7
FM.101.0.394 (9-77)
RAL/myg
February 28, 1983
I-3

This endorsement effective January 1, 1983
forms part of policy number 523 229791
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

STATE OF KANSAS
AMENDATORY ENDORSEMENT

It is agreed that with respect to insurance afforded in the State of Kansas Condition G. Loss Payable is amended to the following:

G. Loss Payable. Liability of the Company shall not attach until the insured's liability shall have been made certain by final judgment against the insured after actual trial, or by written agreement of the insured, the claimant, and the company.

The following amendments with respect to insurance afforded in the State of Kansas are provided with the understanding and agreement by the insured that maintenance of underlying insurance was and is material to the acceptance of this risk and to the hazards assumed by the company:

1. the word "warranted" wherever used by this policy is deleted and replace by the word "agreed";

2. the word "warranties" wherever used in this policy is deleted and replaced by the word "agreements."

All other terms and conditions of this policy remain unchanged.

Patricia A. Brock
Authorized Representative

Endorsement No. 8
FM.101.0.216 (6-74)
RAL/myg
February 28, 1983
S-7

This endorsement effective January 1, 1983
forms part of policy number 523 229791
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

SELF-INSURED RETENTION
ANNUAL AGGREGATE

In consideration of the premium charged, it is agreed that the amount stated in Item 4(C) of the Declarations, Retained Limit, shall apply as the result of all occurrences, separately as respects each annual period of this policy.

When this amount has been exhausted, this policy shall apply without application of the retained limit for the remainder of that annual period.

All other terms and conditions of this policy remain unchanged.

Patricia A. Brock
Authorized Representative

Endorsement No. 9
FM.101.0.422 (9-79)
RAL/myg
February 28, 1983
S-5

This endorsement effective January 1, 1983
forms part of policy number 523 229791
issued to ASH GROVE CEMENT COMPANY, ET AL
By International Insurance Company

AMENDATORY DECLARATIONS

It is agreed that the Declarations of this policy are amended as designated with an "X".

(XX) ITEM 1 - "Named Insured" amended to: delete: CENTURY CEMENT COMPANY, INC.

(XX) ITEM 1 - "Named Insured" amended to include: CENTURY CONCRETE COMPANY, INC.

( ) ITEM 1 - "Address" amended to:

( ) ITEM 2 - "Policy Period" amended to:

( ) ITEM 4 - "Limit of Liability" amended to:

(a)

(b)

(c)

( ) ITEM 5 - "Premium Computation" amended to:

Rate $

Estimated Annual Premium $

Annual Minimum Premium

Advance Premium $

Endorsement No. 10
FM.101.0.187 (12-77/LA1-80)
RAL/jmb
March 16, 1983
A-14

PREMIUM RECAPITULATION

	Additional Premium	Returned Premium
Premium Payable at Endorsement Effective Date	$ N/A	$

Premium Adjustment if Premium is Payable in Annual Installments

Dates Due	Previous Installment	Increase	Decrease	Revised Installment
	$	$	$	$
	$	$	$	$
Total Endorsement Premium to Policy Expiration		$	$	

All other terms and conditions of this policy remain unchanged.

Patricia A. Brock
Authorized Representative

Endorsement No. 10
FM.101.0.187 (12-77/LA2-80)
RAL/jmb
March 16, 1983
A-14

United States Fire Insurance Company
A New York Corporation
Home Office: New York, N.Y.

Westchester Fire Insurance Company
A New York Corporation
Home Office: New York, N.Y.

International Insurance Company
An Illinois Corporation
Home Office: Chicago, Illinois

The North River Insurance Company
A New Jersey Corporation
Home Office: Township of Morris, N.J.

U.S. Insurance Group
a Crum and Forster organization

Attach Declarations and Endorsements here

THE DEFENDER
COMMERCIAL COMPREHENSIVE CATASTROPHE LIABILITY POLICY

In consideration of the payment of premium and in reliance upon the statements in the Declarations and subject to the Limit of Liability, Exclusions, Conditions, and other terms of this policy, the Company named in the Declarations (a capital stock company, herein called the Company) agrees with the insured, also named in the Declarations attached, to provide coverage as follows:

INSURING AGREEMENTS

I COVERAGE

The Company agrees to pay on behalf of the insured the ultimate net loss in excess of the retained limit hereinafter stated, which the insured may sustain by reason of the liability imposed upon the insured by law, arising out of an occurrence or assumed by the insured under contract, for:

(a) Personal Injury Liability,

(b) Property Damage Liability, or

(c) Advertising Liability.

In any jurisdiction where, by reason of law or statute, this policy is invalid as a "pay on behalf of" contract, the Company agrees to indemnify the insured for ultimate net loss in excess of the retained limit.

II DEFENSE SETTLEMENT

With respect to any occurrence not covered, as warranted, by the underlying policies listed in Schedule A hereof or not covered by any other underlying insurance collectible by the insured, but covered by the terms and conditions of this policy except for the amount of retained limit specified in Item 4(c) of the declarations, the company shall:

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

(b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;

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

(d) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request;

(e) reimburse the insured for actual loss of earnings, not to exceed $100.00 per day for each insured, subject to an aggregate sum of $10,000 each occurrence for all insureds combined at the company's request;

and the amounts so incurred, except settlements of claims and suits are payable by the company in addition to the applicable limit of liability of this policy.

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

The insured shall promptly reimburse the company for any amount of ultimate net loss paid on behalf of the insured within the retained limit specified in Item 4(c) of the declarations except defense settlement costs paid on behalf of the insured within the retained limit.

III DEFINITIONS

1. "NAMED INSURED" AND "INSURED"

"Named insured", wherever used, includes any subsidiary company (including subsidiaries thereof) of the named insured and any other company coming under the named insured's control of which it assumes active management.

The unqualified word "insured", wherever used, includes the named insured and also:

(a) any person, organization, trustee or estate to whom or to which the named insured is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations by or on behalf of the named insured or to facilities of or used by the named insured;

(b) any additional insured, other than the named insured, included in the underlying policies listed in Schedule A but only to the extent that insurance is provided to such additional insured thereunder;

(c) except with respect to the ownership, maintenance or use, including loading or unloading, of automobiles while away from premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, (1) any executive officer, other employee, director or stockholder thereof while acting within the scope of his duties as such; (2) any organization or proprietor with respect to real estate management for the named insured;

(d) with respect to an automobile owned by or loaned to the named insured or hired for use on behalf of the named insured, any person using the automobile with the named insured's permission, and any person or organization legally responsible for the use thereof;

(e) any executive officer, director or stockholder of the named insured with respect to the use of an automobile not owned by the named insured in the business of the named insured.

The insurance with respect to any person or organization other than the named insured does not apply under division (d) and (e) of this definition of "named insured" and "insured":

1. 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;
2. with respect to any automobile hired by or loaned to the named insured, to the owner or a lessee thereof other than the named insured, or to any agent or employee of such owner or lessee.

2. "PERSONAL INJURY"

"Personal injury" means (a) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury; (b) false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution or humiliation; (c) libel, slander, defamation of character or invasion of rights of privacy, unless arising out of any advertising activities; (d) discrimination not committed by or at the direction of the insured; and (e) assault and battery not committed by or at the direction of the insured, unless committed for the purpose of protecting the property of the insured or the person or property of others.

3. "PROPERTY DAMAGE"

"Property damage" means physical injury to, destruction of or loss of use of tangible property.

4. "ADVERTISING LIABILITY"

"Advertising liability" means libel, slander, defamation, infringement of copyright, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights 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. "ULTIMATE NET LOSS"

"Ultimate net loss" means the total of the following sums with respect to each occurrence:

1. All sums which the insured, or any company as his insurer, or both, is legally obligated to pay as damages, whether by reason of adjudication or settlement, because of personal injury, property damage or advertising liability to which this policy applies, and
2. All expenses, other than defense settlement provided in Insuring Agreement II, incurred by the insured in the investigation, negotiation, settlement and defense of any claim or suit seeking such damages, excluding only the salaries of the insured's regular employees, provided "ultimate net loss" shall not include any damages or expense because of liability excluded by this policy.

This policy shall not apply to defense, investigation, settlement or legal expenses covered by underlying insurance.

6. "PRODUCTS HAZARD"

"Products hazard" means (a) the handling or use of or the existence of any condition in or a warranty of goods or products manufactured, sold, handled or distributed by the named insured or by others trading under its name, if the occurrence happens after possession of such goods or products has been relinquished to others by the named insured or by others trading under its name and if such occurrence happens away from premises owned by, rented to 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; or (b) operations, if the occurrence happens after such operations have been completed or abandoned and happens away from premises owned by, rented to or controlled by the named insured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (aa) pick-up or delivery, except from or onto a railroad car, (bb) the maintenance of vehicles owned or used by or on behalf of the insured, (cc) the existence of tools, uninstalled equipment and abandoned or unused materials.

7. "OCCURRENCE"

With respect to Coverage 1(a) and 1(b) "occurrence" means either an accident or happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally causes injury to persons or tangible property during the policy period. All damages arising out of such exposure to substantially the

same general conditions shall be considered as arising out of one occurrence.

With respect to Coverage 1(c) "occurrence" means all damages involving the same injurious material or act, regardless of the frequency of repetition thereof, the number or kind of media used, and the number of claimants and all such damages shall be understood to arise out of one happening.

IV POLICY PERIOD, TERRITORY

This policy applies to occurrences happening anywhere during the policy period.

V RETAINED LIMIT — LIMIT OF LIABILITY

With respect to Coverage I (a), I (b) or I (c), or any combination thereof, the company's liability shall be only for the ultimate net loss in excess of the insured's retained limit defined as the greater of:

(a) the total of the applicable limits of the underlying policies listed in Schedule A hereof, and the applicable limits of any other insurance collectible by the insured; or

(b) an amount as stated in Item 4(C) of the declarations as the result of any one occurrence not covered by the said policies or insurance;

and then up to an amount not exceeding the amount as stated in Item 4(A) of the declarations as the result of any one occurrence. There is no limit to the number of occurrences during the policy period for which claims may be made, except that the liability of the company arising out of the products hazard on account of all occurrences during each policy year shall not exceed the aggregate amount stated in Item 4(B) of the declarations.

In the event of the reduction or exhaustion of the aggregate limits of liability of the underlying policies listed in Schedule A by reason of losses paid thereunder, this policy, subject to the above limitations, (1) in the event of reduction, shall pay the excess of the reduced underlying limits; or (2) in the event of exhaustion, shall continue in force as underlying insurance.

EXCLUSIONS

This policy shall not apply:

(a) under Coverage I (a), to any obligation for which the insured or any of its insurers may be held liable under any workmen's or unemployment compensation, disability benefits or similar law, provided, however, that this exclusion does not apply to liability of others assumed by the named insured under contract;

(b) under Coverage I (b), to injury to or destruction of or loss of use of (1) property owned by the Named Insured, or (2) property owned by the Insured, or (3) any goods, products or containers thereof manufactured, sold, handled or distributed, or work completed by or for the insured, out of which the occurrence arises; or (4) property rented to, occupied or used by or in the care, custody or control of the insured to the extent the insured is under contract to provide insurance therefor;

(c) under Coverage I (c), to liability for (1) failure of performance of written contract, (2) infringement of registered trade mark, 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, by this shall not relate to titles or slogans, (3) incorrect description of any article or commodity, or (4) mistake in advertised price;

(d) under Coverage I (b)

1. to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the insured's products or work completed by or for the 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;
2. to loss of use of tangible property which has not been physically injured or destroyed resulting from

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

   (b) the failure of the insured's products or work performed by or on behalf of the insured to meet the level of performance, quality, fitness or durability warranted or represented by the insured; but this exclusion does not apply to the extent coverage is available to the insured in the underlying insurance as set out in Schedule A of the policy to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the insured's products or work performed by or on behalf of the insured after such products or work have been put to use by any person or organization other than an insured;

(e) under Coverage I (a) or I (b) to liability 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;

(f) under Coverage I (a) or (b) to 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;

(g) under Coverage I (a) or (b) to liability arising out of the ownership, maintenance, operation, use, loading or unloading of aircraft, other than aircraft chartered

with crew, unless coverage therefor is provided by policies listed in Schedule A attached to this policy. This exclusion does not apply to liability for personal injury to any employee of the insured arising out of and in the course of his employment by the insured.

CONDITIONS

A. Premium Computation. The premium for this policy shall be based upon the rating basis as set forth in the declarations during the policy period, and shall be computed at the rate set forth in the declarations applied to each unit of exposure of such rating basis. The advance premium is based upon the estimated exposures for the policy period as stated in the declarations.

Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the earned premium thus computed is more than the advance premium paid, the named insured shall immediately pay the excess to the company; if less, the company shall return the difference to the named insured; but the company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

B. Inspection and Audit. The company shall be permitted at all reasonable times to inspect the insured's premises and equipment, and to examine the named insured's books and records, so far as the books and records relate to premium earned or to any occurrences happening during the policy period.

C. Severability of Interests. The term "insured" is used severally and not collectively except with respect to Insuring Agreement V (Retained Limit — Limit of Liability) and Condition I (Other Insurance). The inclusion in this policy of more than one insured shall not operate to increase the company's total liability for all insureds covered by this policy beyond the limits set forth in Item 4(A) and 4(B) of the declarations.

D. Notice of Occurrence. Upon the happening of an occurrence reasonably likely to involve the company hereunder, written notice shall be given as soon as practicable to the company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time.

The Insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun the insured, when requested by the company, shall forward to it each paper thereon, or a copy thereof, received by the insured or the insured's representatives, together with copies of reports of investigations made by the insured with respect to such claim proceedings.

E. Assistance and Co-operation. Except as provided in Insuring Agreement II (Defense Settlement) or in Insuring Agreement V (Retained Limit — Limit of Liability) with respect to the exhaustion of the aggregate limits of underlying policies listed in Schedule A, or in Condition J (Underlying Insurance) the company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured; but the company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the company. In such event the insured and the company shall cooperate fully.

F. Appeals. In the event the insured or the insured's underlying insurer elects not to appeal a judgment in excess of the retained limit, the company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the company for ultimate net loss exceed the amount set forth in Insuring Agreement V (Retained Limit — Limit of Liability) for any one occurrence plus the taxable costs, disbursements and interest incidental to such appeal.

G. Loss Payable. Liability of the company with respect to any one occurrence shall not attach unless and until the insured, the company in behalf of the insured, or the insured's underlying insurer, has paid the amount of retained limit. Where the company must indemnify the insured for ultimate net loss in accordance with Insuring Agreements, the insured shall make a definite claim for any loss for which the company may be liable 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 made certain 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 are made by the insured on account of the same occurrence, additional claims shall be made similarly from time to time and shall be payable within thirty (30) days after proof in conformity with this policy.

H. Bankruptcy or Insolvency. Bankruptcy or insolvency of the insured shall not relieve the company of any of its obligations hereunder.

I. Other Insurance. If other collectible insurance including other insurance with this company is available to the insured covering a loss also covered hereunder (except insurance purchased to apply in excess of the sum of the retained limit and the limit of liability hereunder) the insurance hereunder shall be in excess of and not contribute with, such other insurance.

J. Underlying Insurance. If underlying insurance is exhausted by any occurrence, the company shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the insured resulting from the same occurrence, but only where this policy applies immediately in excess of such underlying insurance, without the intervention of excess insurance of another carrier.

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

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

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

M. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon. If, however, the insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless canceled, shall cover the insured's legal representative for the unexpired portion of such period.

N. Cancellation. This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents, or by mailing to the company written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing. If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the company or its representative, mailed or delivered, shall be sufficient tender of any refund due the named insured.

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

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

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a declarations page countersigned by a duly authorized representative of the company.

Secretary

President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This policy shall not apply:

(a) to injury, sickness, disease, death, destruction or loss

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 its 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) to injury, sickness, disease, death, destruction or loss 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 injury, sickness, disease, death, destruction or loss 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 injury to or destruction of or loss of property at such nuclear facility;

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 (1) or (2) thereof;

"nuclear facility" means

1. any nuclear reactor,
2. any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packing waste,
3. any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

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

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

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

All other terms and conditions of this policy remain unchanged.

A165

LEXINGTON INSURANCE COMPANY

Wilmington, Delaware
(A Stock Insurance Company)
Administrative Offices: 200 State Street,
Boston, Massachusetts 02109

Following Form — Excess Liability Policy

I Insuring Agreements

Lexington Insurance Company (hereinafter called the "Company") in consideration of the payment of premium and in reliance upon the statements in the Declarations made a part thereof, hereby agrees to indemnify the Insured named in the Declarations (hereinafter called the "Insured") in accordance with the applicable insuring agreements, terms, conditions and exclusions of the Underlying Policy (and renewals thereof on the same basis) specified in Section II(a) of the Declarations (hereinafter called the "Underlying Policy") and the exclusions, conditions and other terms of this policy or endorsement(s) attached hereto, against "loss" which is excess of the total limit(s) of all Underlying Insurance specified in Section II (b) of the Declarations subject to the limit of liability stated in Section I (c) of the Declarations.

The provisions of the Underlying Policy,

> except as regards the premium, the obligation to investigate and defend (and for costs and expenses incident to the same), the amount and limits of liability, the renewal agreement, if any, additional coverage provided by a discovery period provision, and any other provision therein inconsistent with this policy,

are hereby incorporated as part of this policy.

Liability of the Company under this policy shall not attach unless and until the Insured or the Insured's Underlying Insurance has paid or has been held liable to pay the total applicable underlying limits.

II EXCLUSIONS — This policy does not apply:

(a) 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;

(b) Nuclear Energy Liability Exclusions:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction:

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

   (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any Medical Payments Coverage, or under any Supplementary Payments provisions 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 a nuclear facility by any person or organization.

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

   (i) 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;

   (ii) 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 any Insured; or

   (iii) The injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts of 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 possession or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties;
"nuclear materials" means source material, special nuclear material or by-product material;
"source material", "special nuclear material" and **"by-product material"** have the meaning given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
"spent fuel" means any fuel element or fuel component, solid or liquid which has been used or exposed to **radiation in a nuclear** reactor;
"waste" means any waste material containing **by-product material** 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;**

"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, fabrication 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.

(c) to any liability of the Insured due to war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction or damage to property by or under the order of any government or public or local authority.

III LIMITS OF LIABILITY

Regardless of the number of Insureds under this policy, persons or organizations who sustain injury or damage, or claims made or suits brought on account of injury or damage covered hereby, the Company's limit of liability for "loss" excess of the Underlying Insurance shall be limited to the amount stated in Section I (c) of the Declarations as applicable to "each occurrence" or "each claim"; provided, however, that the Company's liability shall be further limited to the amount stated in Section I (c) of the Declarations stated as "aggregate" with respect to "loss" excess of the Underlying Insurance which occurs during each annual period while this policy is in force.

IV INSURED'S DUTIES

The Insured named in the Declarations hereby agrees to promptly furnish the Company with a copy of the Underlying Policy and all endorsements thereto which in any way effect this excess insurance. Written notice of any "loss" likely to give rise to a claim hereunder shall be given to the Company by or on behalf of the Insured named in the Declarations, containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances of the "loss".

V SETTLEMENT AND DEFENSE

Anything in the Underlying Insurance to the contrary notwithstanding, the Company shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but the Company, at its option but not being required to, shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve the Company, in which event the Insured and the Company shall cooperate in all things in the defense or control of such claim, suit or proceeding. In the event costs are incurred by the Company with respect to such claim, suit or proceeding, the Company shall pay its incurred costs and such expenses incurred by the Insured with the approval of the Company.

VI MAINTENANCE OF UNDERLYING INSURANCE

The policy or policies referred to in the Declarations Page, Section II — Underlying Insurance, paragraph (b) and renewal or replacement thereof not more restrictive, shall be maintained by the Named Insured in full effect during the currency of this policy without alteration of terms or conditions except for any reduction of the aggregate limit or limits contained therein solely by payment of claims. Failure of the Named Insured to comply with the foregoing shall not invalidate this policy, but in the event of such failure, the Company shall only be liable to the same extent as it would have been had the Named Insured so maintained such policy or policies.

Further, the receivership, the insolvency and/or inability to pay by an underlying insurer shall not be deemed to render the funds which would have been otherwise available from an underlying insurer to be unavailable, unrecoverable, reduced or exhausted for the purposes of determining the Company's liability under this policy, it being understood that the liability of the Company under this policy shall in no way be increased or expanded as a result of such receivership, insolvency or inability to pay by an underlying insurer.

(Attach Declarations Page and Endorsements here).

VII AGGREGATE POLICY PERIOD

If the period of the Underlying Insurance is not concurrent with the policy period of this policy, it is agreed that for the purpose of determining the Company's liability for "loss" excess of the aggregate limits of the Underlying Insurance, only "loss" or "losses" which take place during the term of this policy shall be included.

VIII SUBROGATION

In the event of any payment under this policy, the Company may participate with the Insured in the exercise of all the Insured's rights of recovery against any person or organization liable therefor.

IX PREMIUM

It is agreed that should any alteration be made in the premium for the Underlying Policy during the period of this policy, or if there is an increase in the risk assumed by the Company, then the premium hereon may be adjusted accordingly.

If this policy is subject to audit adjustment, the premium will be based upon the rating base as set forth in the Declarations. Upon notice to the Named Insured of the earned premium due, such premium in excess of the advance premium shall become due and payable. If the total earned premium is less than the premium previously paid, the Company shall return to the Insured the unearned portion paid by the Insured, subject however to any minimum premium stated in the Declarations.

X CANCELLATION

The Insured may cancel this policy by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. The Company may cancel this policy at any time by mailing to the Insured at the address shown in this policy written notice stating when not less than 30 days thereafter such cancellation shall be effective. Any such written notice shall state the date upon which cancellation shall become effective. The Company is required to give only ten (10) days notice of cancellation in case of non-payment of premiums.

If the Insured cancels this policy, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels this policy, earned premium shall be computed on a pro-rate basis.

XI SERVICE OF SUIT

In the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance Company, 200 State Street, Boston, Massachusetts, 02109, or his or her representative, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

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

XII DEFINITIONS

The word "Loss" shall be understood to mean the sums paid or payable in settlement of claims for which the Insured is liable after making deductions for all other recoveries, salvages or other insurance (other than recoveries under underlying insurance, whether recoverable or not) and shall exclude all expenses and costs.

The word "Costs" shall be understood to mean interest on judgements, investigations, adjustments and legal expenses (excluding all expenses for salaried employees of the Insured or any of the Underlying Insurer's permanent employees).

The term "Underlying Policy" shall be understood to mean the policy indicated in Section II(a) of the Declarations.

The term "Underlying Insurance" shall be understood to mean the total limits of all insurance including the Underlying Policy and/or any self-insured retentions excess of which this policy is written.

The term "Insured" shall be understood to mean the Insured named in the Declarations, any Insured under the Underlying Policy, and any additional Insured added to the policy by endorsement attached hereto.

In Witness Whereof, the Company has caused this policy to be signed by its President and Secretary, but this policy shall not be valid unless countersigned on the Declarations Page by a duly authorized representative.

Thomas P. Tully
SECRETARY

President
KEVIN H. KELLEY

LEXINGTON INSURANCE COMPANY
Wilmington, Delaware
(A Stock Insurance Company)
Administrative Offices: 100 Summer Street, Boston, Massachusetts

Named Insured: Ash Grove Cement Company
Address: 8900 Indian Creek Parkway
Overland Park, KS 66225

Policy No.: 5523740

Renewal of No.: New Business

DECLARATIONS — FOLLOWING FORM EXCESS LIABILITY POLICY

SECTION I — EXCESS INSURANCE

(a) Policy Period:
From: October 1, 1988 To: October 1, 1989
12:01 a.m. Standard Time at the Address of the Insured stated herein.

(b) Coverage: Excess Umbrella Liability

(c) Limits of Liability:

$10,000,000 Each Occurrence, $10,000,000 Aggregate Excess
$10,000,000 Each Occurrence, $10,000,000 Aggregate Excess Underlying

(d) Premium: $72,115

Minimum Premium: $72,115 Rating Base: N/A Rate: Flat

Audit Period: N/A

SECTION II — UNDERLYING INSURANCE

(a) Underlying Policy: Ins. Co. of the State of Penn Coverage: Umbrella Liability

Policy No.: 4688 5057

Policy Limit: $10,000,000 Each Occurrence, $10,000,000 Aggregate

Policy Period: 10-1-88/89

(b) Total limits of all underlying insurance including the underlying policy in excess of which this policy applies: $10,000,000 Each Occurrence, $10,000,000 Aggregate Excess Underlying

Endorsements Made Part of this Policy: Service of Suit, Endorsements 1 thru 17

Countersigned On:
At Boston, Massachusetts 02110

By: Richard J. Bucella
Authorized Representative

CHI 4779 B15 rr: 11-3-88

23058 (1/79)

ENDORSEMENT #1

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

It is understood and agreed that Exclusion (A) of the Policy Jacket is deleted and replaced with the following:

POLLUTION/HAZARDOUS WASTE EXCLUSION

ABSOLUTE - EXCESS - OCCURRENCE

It is understood and agreed that the coverage as afforded by this policy does not apply to:

"Bodily Injury", "Personal Injury" and/or "Property Damage" (including the loss of use thereof) caused by, contributed to or 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, pollutants or contaminants into or upon the land, the atmosphere or any course or body of water, whether above or below ground.

It is understood and agreed that the intent and effect of this exclusion is to delete from any and all coverages afforded by this policy any claim action, judgment, liability, settlement, defense or expenses in any way arising out of such discharge, dispersal, release or escape whether such results from the insured's activities or the activities of others and whether or not such is sudden or gradual and whether or not such is accidental, intended, forseeable, expected, fortuitous or inevitable, and wherever such occurs.

All other terms and conditions remain unchanged.

CHI 2991 B3
rr: 11-3-88

Richard A. Bricula
Authorized Representative

ENDORSEMENT #2

This endorsement, effective 12:01 A.M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

ASBESTOS EXCLUSION ENDORSEMENT

It is agreed this insurance does not apply:

a. to any liability for "property damage", "bodily injury", sickness, disease, occupational disease, disability, shock, death, mental anguish and mental injury at any time arising out of the manufacture of, mining of, use of, sales of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust, or

b. to any obligation of the "insured" to indemnify any party because of damages arising out of such "property damage", "bodily injury", sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury at any time as a result of the manufacture of, mining of, use on, sales of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

c. to any obligation to defend any suit or "claim" against the "insured" alleging "bodily injury" or "property damage" and seeking damages, if such suit or "claim" arises from "bodily injury" or "property damage" resulting from or contributed to, by any and all manufacture of, mining of, use of, sales of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

LEX-CME019
(Ed. 3/86)

Richard J. Bucilla
AUTHORIZED REPRESENTATIVE

CHI 3800 A19
rr: 11-3-88

SERVICE OF SUIT CLAUSE-NON ILLINOIS

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

Pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Commissioner, Superintendent or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom made be served any lawful process in any action, suit or proceeding instituted in any court of competent jurisdiction by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates Counsel, Legal Department, Lexington Insurance Company, 200 State Street, Boston, Massachusetts 02109, or his or her representative as the person to whom said officer is authorized to mail such process or a true copy thereof.

Attached to and forming a part of:

Policy No. 552 3740

Named Insured: Ash Grove Cement Company

of the Lexington Insurance Company

CHI 2593 A6
rr: 11-3-88

ENDORSEMENT #17

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

JONES ACT AND USL&H EXCLUSION

It is agreed that this policy shall not apply to any liability arising out of:

1. Jones Act

2. The United States Longshoremen & Harbor Worker's Act

CHI 4779 B18
rr: 11-3-88

Richard A. Bucula
Authorized Representative

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

Clarification Endorsement

This endorsement is intended to clarify the mutual intent of the parties relative to the receivership, insolvency and/or inability to pay of or on the part of an underlying insurer.

Endorsement to Declarations and Provisions of Following Form Excess Liability Policy

It is hereby understood and agreed that with regard to the Declarations Page, Section II-Underlying Insurance, paragraph (b) the following is deleted:

(b) Total limits of all underlying insurance including the underlying policy in excess of which this policy applies:

and replaced by the following:

(b) Total limits of all underlying insurance including the underlying policy in excess of which this policy applies, whether or not recoverable:

It is further understood and agreed that with regard to the Provisions of the Following Form-Excess Liability Policy, Paragraph VI. titled "Maintenance of Underlying Insurance" is deleted in its entirety and replaced by:

VI. Maintenance of Underlying Insurance, Receivership, Insolvency or financial Impairment of any Underlying Insurer

The policy or policies referred to in the attached Declarations Page, Section II - Underlying Insurance, paragraph (b) and renewal or replacement thereof not more restrictive, shall be maintained by the Named Insured in full effect during the currency of this policy without alteration of terms or conditions except for any reduction of the aggregate limit or limits contained therein solely by payment of claims.

Richard H. Bucilla
AUTHORIZED REPRESENTATIVE

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

Failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Company shall only be liable to the same extent as it would have been had the Insured so maintained such policy or policies.

Further, the receivership, the insolvency and/or inability to pay by an underlying insurer shall not be deemed to render the funds which would have been otherwise available from an underlying insurer to be unavailable, reduced or exhausted for the purposes of determining the company's liability under this policy, it being understood that the liability of the company under this policy shall in no way be increased or expanded as a result of such receivership, insolvency or inability to pay, with respect to both the duty to indemnify and the duty to defend.

Richard A. Bracilla

AUTHORIZED REPRESENTATIVE

CHI 3183/A22-23
rr 11-3-88

ENDORSEMENT #15

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

QUARRY ENDORSEMENT

It is agreed that such insurance as is afforded by the policy for property damage arising out of the operation of a Quarry applies subject to the following provisions:

(1) The Property does not apply:

(a) To injury to or destruction of underground property;
(b) To the increased cost of reducing any underground property to physical possession above the surface of the earth, or to the expense incurred or rendered necessary to prevent or minimize loss of or damage to property resulting from acts or omissions causing underground damage.

The term "underground property" as used in this endorsement, means oil, gas, water or other mineral substances, including any title, interest or reduction of the value of such title, interest or estate, that has not been reduced to physical possession above the earth's surface. Such term also includes any well, hole, formation, strata or area beneath the surface of the earth on or through which exploration for or production of any such substance is carried on, or casing pipe, bit tool, pump or other drilling or well servicing machinery or equipment which is located in any such well or hole beneath the earth's surface at the time of the accident causing injury or destruction.

CHI 4779 B17
rr: 11-3-88

Richard A. Bucila
Authorized Representative

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

CONTRACTOR'S LIMITATION ENDORSEMENT

It is agreed that the insurance afforded by this Policy shall not apply, unless such liability is covered by valid and collectible underlying insurance at the full limits of liability as described in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is afforded under said underlying insurance:

1. To any liability for property damage arising out of:

   A. Blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or

   B. The collapse of or structural injury to any building or structure due to (i) grading of land, excavation, burrowing, filling or back-filling, tunnelling, pile driving, coffer-dam work or caission work, or (ii) moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof; or

   C. 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 land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

2. To any liability for personal injury or property damage assumed by the Insured under any contract.

It is further agreed that the insurance afforded by this policy shall not apply to any liability arising out of:

Richard J. Bucila
AUTHORIZED REPRESENTATIVE

CHI 3799/A18
rr: 11-3-88

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

1. Any project insured under a "wrap-up" or any similar rating plan;

2. Joint Venture(s);

3. Any professional services performed by or on behalf of the Insured, including the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications, and any supervisory, inspection or engineering services,

4. Injury to or destruction of any property leased by, rented to, used by, or in the care, custody or control of the Insured, his agents, or sub-contractors or to any property as to which the Insured, his agents or sub-contractors are, for any purpose, exercising physical control.

CHI 3799 A18-19
rr: 11-3-88

Richard H. Bucilla
AUTHORIZED REPRESENTATIVE

ENDORSEMENT #3

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

Discrimination Exclusion

In consideration of the premium charged, it is agreed that the insurance afforded by this policy shall not apply to injuries sustained by any person as a result of discrimination by or on behalf of the "insured".

LEX-CME041
(Ed. 3/86)

CHI 3800 A17
rr: 11-3-88

Richard A. Bruella
Authorized Representative

ENDORSEMENT #4

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

Occupational Disease Exclusion
With Respects Employers Liability

It is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of claims made for bodily injury, sickness, disease, disability or shock including death at anytime resulting from employers liability as respects any occupational disease.

All other terms and conditions remain unchanged.

CHI 3800 A20
rr: 11-3-88

Richard D. Bucula
Authorized Representative

ENDORSEMENT #5

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

Employee Retirement Income Security Act Exclusion

In consideration of the premium charged, it is hereby agreed that such insurance as is afforded by this policy, with respect to Employee Benefits Liability, shall not apply to any "claim" or "claims" arising out of a breach of Professional duty as contemplated under the Employee Retirement Income Security Act of 1974 or amendments thereto.

LEX-CME044
(Ed. 3/86)

CHI 3800 A18
rr: 11-3-88

Richard H Bircula
Authorized Representative

ENDORSEMENT #6

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

REAL AND PERSONAL PROPERTY CCC EXCLUSION

It is agreed that this policy shall not apply to any liability to "property damage" to property

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

(2) used by the "insured," or

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

LEX-CME-097
(Ed. 03/86)

CHI 3800/A21
rr: 11-3-88

Richard D. Bucilla
Authorized Representative

ENDORSEMENT #7

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

CROSS SUITS ENDORSEMENT

It is agreed that the coverage afforded by this policy does not apply to claim for damages arising out of "personal injury" or "property damage", as defined, initiated, alleged, or caused to be brought about by a Name Insured or Additional Named Insured covered by this policy against any other Named Insured or Additional Named Insured covered by this policy.

CHI 4001/A11
rr: 11-3-88

Richard A. Bruila
Authorized Representative

ENDORSEMENT #8

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

AIRCRAFT EXCLUSION

It is agreed that this policy shall not apply to any liability for "personal injury" or "property damage" arising out of the ownership, maintenance, operations, use, loading or unloading of any aircraft.

All other terms and conditions remain unchanged.

CHI 4001/B19
rr: 11-3-88

Richard H. Bocille
Authorized Representative

ENDORSEMENT #9

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

PROFESSIONAL LIABILITY/ERRORS & OMMISSIONS EXCLUSION

It is hereby understood and agreed that this policy shall not apply to liability arising out of the rendering of or failure to render professional services, or any error or omission, malpractice or mistake of a professional nature committed by or on behalf of the "insured" in the conduct of any of the "insured's" business activities.

CHI 4779/A16
rr: 11-3-88

Richard A. Bruella
Authorized Representative

ENDORSEMENT #10

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

Occupational Disease Exclusion

In consideration of the reduced premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of claims made for bodily injury, sickness, disease, disability or shock including death at anytime resulting from occupational disease.

LEX-CME-084
(Ed. 3/86)

CHI 3799 A12
rr: 11-3-88

Richard A. Borilla
Authorized Representative

ENDORSEMENT #11

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

RIP AND TEAR EXCLUSION

It is agreed that the insurance afforded by this policy shall not apply to liability arising out of expenses the "insured" is legally obligated to pay because of the intentional destruction and removal of defective concrete subject to the following:

(1) "Defective" means concrete which upon testing by an accredited independent testing agency does not meet the contractual specifications relating to strength requirements for specific construction and in which such materials were included.

(2) "Expense" means costs paid by the "insured" because of:

(a) removing defective concrete;
(b) replacing forms, reinforcements, piping and wiring and other materials necessary in the removal of defective concrete;
(c) returning the structure in which the defective concrete was installed to the same condition which existed at the time any such concrete was determined to be defective.

(3) "Concrete" means prestressed, precast concrete; redimix concrete; asphalt; sand and gravel.

CHI 4779 B16
rr: 11-3-88

Richard A. Biaila
Authorized Representative

ENDORSEMENT #12

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

Contractual Liability

It is agreed that this policy shall not apply to any liability assumed by the "insured" under any contract or agreement unless such liability is covered by valid and collectible underlying insurance as described in the Schedule of Underlying Insurance and then only for such hazards for which coverage is afforded under said underlying insurance.

CHI 4779 B9
rr: 11-3-88

Richard A. Bucila
Authorized Representative

ENDORSEMENT #13

This endorsement, effective 12:01 A. M. October 1, 1988 forms a part of

policy No. 552 3740 issued to Ash Grove Cement Company

by Lexington Insurance Company

WATERCRAFT LIMITATION

It is agreed that this policy shall not apply to any liability for personal injury or property damage arising out of the ownership, maintenance, operation, use loading or unloading of any watercraft, unless such liability is covered by valid and collectible underlying insurance as listed in the Schedule of Underlying Insurance, for the full limit shown therein, and then only for such hazards for which coverage is afforded under said underlying insurance.

CHI 2991 B9
rr: 11-3-88

Richard A. Bucilla
Authorized Representative

UMBRELLA LIABILITY POLICY

EMETT & CHANDLER
CORPORATE INSURANCE BROKERS
Emett & Chandler Missouri,Inc.
2000Johnson Drive, Suite 200
Mission Woods, Kansas 66205
Phone 913/362-5221

RLI Insurance Company (A stock insurance company, hereinafter called the COMPANY) Agrees with the INSURED, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I. COVERAGE

To pay on behalf of the INSURED, ULTIMATE NET LOSS, as defined hereinafter, in excess of RETAINED LIMIT, as herein stated, all sums which the INSURED shall be obligated to pay by reason of the liability imposed upon the INSURED by law or liability assumed by the INSURED under contract or agreement for damages and expenses, because of:

A. PERSONAL INJURY, as hereinafter defined;

B. PROPERTY DAMAGE, as hereinafter defined;

C. ADVERTISING INJURY OR DAMAGE, as hereinafter defined,

to which this policy applies, caused by an OCCURRENCE, as hereinafter defined, happening anywhere in the world.

II. UNDERLYING LIMIT—RETAINED LIMIT

The COMPANY shall be liable only for the ULTIMATE NET LOSS in excess of the greater of the INSURED'S:

A. UNDERLYING LIMIT—an amount equal to the limits of liability indicated beside the underlying insurance listed in the Schedule of Underlying Insurance, plus the applicable limits of any other underlying insurance collectible by the INSURED; or

B. RETAINED LIMIT—The amount specified in Item 3IB of the Declarations as the result of any one OCCURRENCE not covered by said underlying insurance, and which shall be borne by the INSURED.

III. LIMITS OF LIABILITY

Regardless of the number of persons and organizations who are INSUREDS under this policy and regardless of the number of claims made and suits brought against any or all INSUREDS, the total limit of the COMPANY'S liability for ULTIMATE NET LOSS resulting from any one OCCURRENCE shall not exceed the amount specified in Item 3I of the Declarations.

The COMPANY'S liability shall be further limited to the amount stated as the annual aggregate limit in Item 3II of the Declarations on account of all OCCURRENCES during each policy year arising out of:

A. either the PRODUCTS HAZARD or COMPLETED OPERATIONS HAZARD or both combined; or

B. occupational disease by all employees of the INSURED.

C. In those cases where the underlying insurance listed in the Schedule of Underlying Insurance contains coverage(s) which are subject to an Aggregate Limit of Liability for all insured damages, the COMPANY'S liability shall likewise be limited to the amount stated as the aggregate limit in the Declarations with respect to all ULTIMATE NET LOSS caused by one or more OCCURRENCES during each annual period while this policy is in force commencing from its effective date. The umbrella policy aggregate limit, so amended, shall apply separately to each underlying insurance coverage which carries an aggregate limit in the Schedule of Underlying Insurance.

In the event that the aggregate limits of liability of the underlying policies, listed in the Schedule of Underlying Insurance, are exhausted solely as the result of OCCURRENCES taking place after the inception date of this policy, this policy shall, subject to the COMPANY'S limit of liability and to other terms of this policy, with respect to OCCURRENCES which take place during the period of this policy, continue in force as underlying insurance for the remainder of the policy year of the underlying policy or until the aggregate limit of liability as stated in Item 3II is exhausted, but not for broader coverage than was provided by the exhausted underlying insurance.

In the event that the aggregate limits of liability of the underlying insurance are exhausted or reduced as the result of OCCURRENCES taking place prior to the inception date of this policy, the COMPANY shall only be liable to the same extent as if the aggregate limits had not been so exhausted or reduced.

For the purpose of determining the limit of the COMPANY'S liability:

(a) all PERSONAL INJURY and PROPERTY DAMAGE arising out of continuous or repeated exposure to substantially the same general conditions, and

(b) all ADVERTISING INJURY OR DAMAGE involving the same injurious material or act, regardless of the number or kind of media used, or frequency of repetition thereof, whether claim is made by one or more persons,

shall be considered as arising out of one OCCURRENCE.

IV. DEFENSE—SETTLEMENT

A. With respect to any OCCURRENCE not covered, as warranted, by the underlying policies listed in the Schedule of Underlying Insurance, whether collectible or not, or not covered by any other underlying insurance collectible by the INSURED, but covered by the terms and conditions of this policy, except for the RETAINED LIMIT stated in Item 3IB of the Declarations, the COMPANY shall:

1. defend any suit against the INSURED alleging PERSONAL INJURY, PROPERTY DAMAGE or ADVERTISING INJURY or DAMAGE and seeking damages therefore, even if such suit is groundless, false or fraudulent; but the COMPANY may make such investigation, negotiation or settlement of any claim or suit as it deems expedient. The INSURED shall promptly reimburse the COMPANY for any amount paid in the satisfaction of cases defended hereunder within the RETAINED LIMIT after making proper deduction for all recoveries and salvage collectible, but excluding all loss expense and legal expense.
2. with respect to any suit defended under the terms of this coverage, in addition to the applicable limit of liability under this policy the COMPANY will:
   (a) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds;
   (b) pay all expenses incurred by the COMPANY, all costs taxed against the INSURED in any such suit and all interest accruing after the entry of judgement until the COMPANY has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the COMPANY'S liability thereon;
   (c) pay 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, but the COMPANY shall not be required to reimburse the INSURED for salaries of employees of the INSURED.

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

B. When underlying insurance, whether or not listed in the Schedule of Underlying Insurance, does apply to an OCCURRENCE, the COMPANY shall have no duty to pay defense, investigations, settlement or legal expenses covered by such underlying insurance; however, the COMPANY shall have the right and opportunity to associate with the INSURED and any underlying insurer in the defense and control of any claim or suit reasonably likely to involve the COMPANY under this policy.

EXCLUSIONS

This policy shall not apply:

A. under Coverage I(A), to any obligation for which the INSURED or any of its insurers may be held liable under any worker's or unemployment compensation, disability benefits or similar law, provided, however, that this exclusion does not apply to liability of others assumed by the NAMED INSURED under contract.

B. under Coverage I(B), to injury to or destruction of or loss of (1) property owned by the INSURED or (2) property rented to, occupied or used by or in the care, custody or control of the INSURED to the extent the INSURED is under contract to provide insurance therefore; or (3) any goods, products or containers thereof, manufactured, sold, handled or distributed, or work completed by or for the INSURED, out of which the OCCURRENCE arises.

C. under Coverage I(A) and I(B) for PERSONAL INJURY or PROPERTY DAMAGE, or under I(B) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:

I. a delay in or lack of performance by or on behalf of the INSURED of any contract or agreement, or

II. the failure of the INSURED'S products or work performed by or on behalf of the INSURED to meet the level of performance, quality, fitness or durability warranted or represented by the 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 INSURED'S products or work performed by or on behalf of the INSURED after such products or work performed by or on behalf of the INSURED have been put to use by any person or organization other than an INSURED, or

III. damages claimed for the withdrawal, inspection, repair, replacement or loss of use of the INSURED'S products or work completed by or for the INSURED, or of any property of which such products or work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

D. under Coverage I(A) and I(B), to liability arising out of the ownership, maintenance, operation, use, loading, or unloading of aircraft owned by the INSURED, or, without crew, loaned to, leased to, rented to or chartered by or on behalf of the INSURED.

E. under Coverage I(C), to liability for (1) failure of performance of contract, (2) infringement of trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans, (3) incorrect description of any article or commodity, or (4) mistake in advertised price.

F. 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 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 policy:

"hazardous properties" means source material, special nuclear material or byproduct material;

"source material", "special nuclear materials" 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 product 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 where any of the foregoing is located, all operations conducted on such site and all premises used for 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.

G. 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 naturalization or requisition or destruction or damage to property by or under the order of any government or public or local authority.

H. to any liability of any INSURED arising out of racial, religious, sex or age discrimination.

I. to any liability arising out of claims or losses made against any of the INSUREDS for violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Securities Act (ERISA) of 1974 or amendments thereto.

J. unless insurance is provided by a policy listed in the Schedule of Underlying Insurance, and then for no broader coverage than is afforded by such insurance:

I. to liability of any INSURED hereunder for assault and battery committed by or at the direction of the INSURED except liability for personal battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing PERSONAL INJURY 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 Exclusion (A) above.

II. to liability for PERSONAL INJURY or PROPERTY DAMAGE arising out of the ownership, maintenance, operation, use, loading or unloading of watercraft.

III. to liability of any INSURED or any employee of said INSURED with respect to PERSONAL INJURY to or death of another employee of the same employer injured in the course of such employment.

IV. to liability arising out of (1) the ownership, maintenance, operations, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith.

V. to any liability of any INSURED for PROPERTY DAMAGE to the property of another INSURED.

VI. to any liability of any INSURED arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, solids, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water unless such discharge, dispersal, release or escape is sudden and accidental.

VII. to any liability of any INSURED for punitive damages.

INSURANCE BINDER

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

Binder No. C10432

NAME AND ADDRESS OF AGENCY

☐ Emett & Chandler Missouri INc.
2000 Johnson drive, Suite 200
Mission Woods, Kansas 66205

COMPANY

RLI Insurance Company

Effective 12:01 A m July 30, 1985 19
Expires ☐ 12:01 am ☐ Noon 19

TILL ISSUIANCE OF POLICY

☐ This binder is issued to extend coverage in the above named company per expiring policy # _____ (except as noted below)

NAME AND MAILING ADDRESS OF INSURED

Ash Grove Cement Company, et al
P O Box 25900
Overland Park, Kansas 66225

Description of Operation/Vehicles/Property

Policy Number RUL 831120

	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
PROPERTY					

LIABILITY

Type of Insurance	Coverage/Forms	Limits of Liability	Each Occurrence	Aggregate
☐ Scheduled Form ☐ Comprehensive Form ☐ Premises/Operations ☐ Products/Completed Operations ☐ Contractual ☐ Other (specify below) ☐ Med. Pay. $ Per Person $ Per Accident ☐ Personal Injury	☐ A ☐ B ☐ C	Bodily Injury	$	$
		Property Damage	$	$
		Bodily Injury & Property Damage Combined	$	$
		Personal Injury		$

AUTOMOBILE

		Limits of Liability	
☐ Liability ☐ Non-owned ☐ Hired		Bodily Injury (Each Person)	$
☐ Comprehensive-Deductible	$	Bodily Injury (Each Accident)	$
☐ Collision-Deductible	$	Property Damage	$
☐ Medical Payments	$		
☐ Uninsured Motorist	$		
☐ No Fault (specify):		Bodily Injury & Property Damage Combined	$
☐ Other (specify):			

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☐ EMPLOYERS' LIABILITY — Limit $

SPECIAL CONDITIONS/OTHER COVERAGES

$1,000,000. Primary Umbrella with $10,000. SIR
Terms & Conditions: Exclude CCC, ERISA, Absolute Pollution Excl., FF Products & Completed operations, personal injury & punitive damages, Cross Suits Endt.

NAME AND ADDRESS OF ☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADD'L INSURED

LOAN NUMBER

J M Marino
Signature of Authorized Representative

7-30-85
Date

ACORD 75 (11/77-c)

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. This insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

UMBRELLA LIABILITY POLICY

No. RUL 831120

Renewal of New

DECLARATIONS

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)

• Ash Grove Cement Co.
P.O. Box 25900
Overland Park, KS 66225

Item 2. Policy Period: (Mo. Day Yr.)

From 7-30-85 to 12-31-85

12:01 A.M., standard time at the address of the **named insured** as stated herein.

PRODUCER:

Heartland Underwriters, Inc.
10977 Granada Lane, Suite 106
Overland Park, KS 66211

Item 3. Limits of Liability: The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto.

I. $ 1,000,000 single limit any one OCCURENCE combined PERSONAL INJURY, PROPERTY DAMAGE and ADVERTISING INJURY or DAMAGE in excess of:

A. The amount recoverable under the underlying insurance as set out in the Schedule of Underlying Insurance below, or

B. $ 10,000 ultimate net loss as the result of any one OCCURRENCE not covered by said underlying insurance.

II. $ 1,000,000 limit in the aggregate for each annual period with respect to:

A. The PRODUCTS HAZARD or COMPLETED OPERATIONS HAZARD or both combined, or

B. Occupational Disease sustained by employees of the INSURED, or

C. As further defined in Section III Limits of Liability.

Item 4. Premium:

Advance Premium $ 17,500. Rate Flat Premium Basis Flat

Minimum Premium $ 17,500.

Item 5. Warranted that, during the past three years, no insurer has cancelled insurance issued to the NAMED INSURED, similar to that afforded hereunder, unless otherwise stated herein.

SCHEDULE OF UNDERLYING INSURANCE

Type of Coverage	Insurer & Policy	Policy Period		Limits of Liability
1. Comprehensive General Liability	U.S.F.& G. #TBD	1-1-85/86	CSL	$500,000
a. ☒ Products				$incl
b. ☒ Personal Injury				$incl
c. ☒ Blanket Contractual				$incl
2. Comprehensive Automobile Liability	U.S.F.& G. #TBD	1-1-85/86	CSL	$500,000
3. Standard Workmen's Compensation and Employer's Liability Policy	U.S.F. & G. #TBD	1-1-85/86		$100,000
4. Other				$

Endorsements- E-029, E-046, E-097, E-037, FF-23, FF-30, FF-25, AKS-1, E-129

Countersigned by: Candace A. Goff
Authorized Representative

RUL 672 (7-82)

INSURED: Ash Grove Cement Co.

ADDITIONAL PREMIUM nil

POLICY NUMBER: RUL831120

RETURN PREMIUM nil

EFFECTIVE DATE OF ENDORSEMENT: 7-30-85

ENDORSEMENT NO. 1

It is agreed that the Named Insured shall read:

Ash Grove Cement Company
Ash Grove Cement West, Incorporated
Chemical Sealing Corporation
Fordyce Concrete Company
Union Quarries, Incorporated
Century Concrete, Incorporated
Bates County Rock Company
Agrock Quarries, Incorporated
Material Transport Company
Lime Transport Company
Cedar Creek Investments, Incorporated
Cedar Creek Properties, Incorporated
Subsurface Development company
Senic Venture
C.V.M., Incorporated
Winchester Venture
Data Retrieval Services, Incorporated

Attached to and forming part of Policy Number RUL831120
of the RLI Insurance Company
All other terms and conditions remain unchanged.

J.A.B. WITH RLI EXCESS UMBRELLA POLICY

INSURED: Ash Grove Cement Co.

ADDITIONAL PREMIUM $4175.00

POLICY NUMBER: RU1831120

RETURN PREMIUM

EFFECTIVE DATE OF ENDORSEMENT: 10-1-85

ENDORSEMENT NO. 2

In consideration of the additional premium of $4175.00, it is agreed and understood that the Named Insured is amended to include:

Arkansas Cement Corporation
Quickrete Materials, Inc.

It is further agreed that the Schedule of Underlying Insurance is amended to include the following:

2. Comp. Auto Liability- Carrier: Admiral Ins. Co. #TBD
Policy Period: 10-1-85/86
Limit: $500,000 Excess of $500,000 CSL

Attached to and forming part of Policy Number RUL831120
of the RLI Insurance Company
All other terms and conditions remain unchanged.

JAB
WITH EXCESS
POLICY

CHUBB

ENDORSEMENT

Date Issued	mb - 10/01/85	Endorsement No.	Revised 3
Insured	Ash Grove Cement Company, etal	Policy No.	(86) 7936-54-15
Name of Company	Federal Insurance Company	Effective Date	4/1/85
Producer	McAlear Associates, Inc.		

Additional Premium: $3,000.00

In consideration of the additional premium, it is understood and agreed that the following is added as an additional Named Insured:

Concrete Company of Springfield/Conco Quarries
516 Sherman
Springfield, Missouri 65805

All Other Terms and Conditions Remain Unchanged

David A. Hansen
Authorized Representative

Form 99-02-02/5 Part (Rev.8-71) (Formerly 1382)

P-54827 (150M

PRINTED IN U.S.A.

OCT 17 1985

E N D O R S E M E N T

Additional Premium _____

Return Premium _____

INSURED:

Effective Date:

CARE, CUSTODY AND CONTROL EXCLUSION

It is agreed that this policy shall not apply to any liability for property damage to property:

(1) owned or occupied by or rented to the INSURED,

(2) used by the INSURED, or

(3) in the care, custody or control of the INSURED or as to which the INSURED is for any purpose exercising physical control.

Attached to and forming part of Policy Number
of the RLI Insurance Company
All other terms and conditions remain unchanged.

Dates:

E-029 (5-83)

E N D O R S E M E N T

Additional Premium _____

Return Premium _____

INSURED:

Effective Date:

ERISA EXCLUSION

In consideration of the premium charges it is hereby agreed that coverage afforded hereunder does not apply to any loss or claim based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

Attached to and forming part of Policy Number
of the RLI Insurance Company
All other terms and conditions remain unchanged.

Dates:

E-046 (5-83)

E N D O R S E M E N T

Additional Premium _____

Return Premium _____

INSURED:

Effective Date:

POLLUTION EXCLUSION ABSOLUTE

It is agreed that this policy does not apply to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials, or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

Attached to and forming part of Policy Number
of the RLI Insurance Company
All other terms and conditions remain unchanged.

Dates:

-097(5-83)

E N D O R S E M E N T

Additional Premium _____

Return Premium _____

INSURED:

Effective Date:

CROSS LIABILITY EXCLUSION

It is hereby agreed that there is no coverage under this policy for claim or suit brought by one INSURED against any other INSURED as covered hereunder.

Attached to and forming part of Policy Number
of the RLI Insurance Company
All other terms and conditions remain unchanged.

Dates:

E-037 (5-83)

E N D O R S E M E N T

Additional Premium _____

Return Premium _____

INSURED:

Effective Date:

PERSONAL INJURY LIABILITY EXCLUSION

FALSE ARREST, LIBEL AND SLANDER

FOLLOWING FORM

It is agreed that this policy shall not apply to any liability for personal injury arising out of:

1. false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention or malicious prosecution; or,

2. libel, slander, defamation of character, humiliation, or invasion of the rights of privacy, unless arising out of advertising activities;

unless such liability is covered by valid and collectible underlying insurance as described in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

Attached to and forming part of Policy Number
of the RLI Insurance Company
All other terms and conditions remain unchanged.

Dates:

FF-23(5-83)

E N D O R S E M E N T

Additional Premium _____

Return Premium _____

INSURED:

Effective Date:

PUNITIVE DAMAGES EXCLUSION

FOLLOWING FORM

In consideration of the premium charged, it is understood and agreed that this policy excludes any claims for punitive or exemplary damages (imposed to punish a wrongdoer and to deter others from similar conduct) whether arising out of the act of INSURED, INSURED'S employees or any other person unless such liability is covered by valid and collectible underlying insurance and then only for such hazards for which coverage is afforded under said underlying insurance.

Attached to and forming part of Policy Number
of the RLI Insurance Company
All other terms and conditions remain unchanged.

Dates:

FF-30(5-83)

E N D O R S E M E N T

Additional Premium _____

Return Premium _____

INSURED:

Effective Date:

PRODUCTS OR COMPLETED OPERATIONS LIABILITY EXCLUSION

FOLLOWING FORM

It is agreed that this policy shall not apply to any liability for personal injury or property damage arising out of products or completed operations as defined in this policy unless such liability is covered by valid and collectible underlying insurance as described in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

Attached to and forming part of Policy Number
of the RLI Insurance Company
All other terms and conditions remain unchanged.

Dates:

FF-25(5-83)

UMBRELLA LIABILITY

Kansas Amendatory Endorsement

In compliance with the insurance regulation of the State of Kansas, the following provisions are added to the policy:

1) It is hereby understood and agreed that the words "warrant", "warranty", or "warranted" wherever used in the policy or endorsements to which this endorsement is attached are deleted and replaced by the words "agree", "agreements" or "agreed" as appropriate.

Attached to and forming part of Policy Number
of the RLI Insurance Company
All other terms and conditions remain unchanged.

Dates:

AKS-1 (01-83)

E N D O R S E M E N T

Additional Premium _____

Return Premium _____

INSURED:

Effective Date:

UNIMPAIRED AGGREGATE ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. All aggregate limits in the underlying insurance are in full force and effect on and as of the inception date of this policy;

2. any and all subsequent reductions in the aggregate(s) in the underlying insurance, for occurrences which took place prior to the effective date of this policy, regardless of when claim for same is first made to the INSURED or the underlying insurer, shall not affect the application of an unimpaired underlying insurance aggregate to the insurance afforded by this policy;

3. any and all such differences between the unimpaired and impaired underlying insurance aggregate(s) as created by 2., above, shall become the sole responsibility of the INSURED, for his own account.

Attached to and forming part of Policy Number
of the RLI Insurance Company
All other terms and conditions remain unchanged.

Dates:

E-129 (5-83)

DEFINITIONS

When used in this policy, the following words and phrases shall have the following meaning:

A. **ADVERTISING INJURY OR DAMAGE:** means
(1) libel, slander or defamation,
(2) any infringement of copyright or title or 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 during the policy period, in any advertisement, publicity article, broadcast or telecast and arising out of the INSURED'S advertising activities.

B. **AIRCRAFT:**
Means any heavier than air or lighter than air aircraft designed to transport persons or property.

C. **AUTOMOBILE:**
Means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment.

D. **COMPLETED OPERATIONS HAZARD:**
1. Includes PERSONAL INJURY and PROPERTY DAMAGE arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the PERSONAL INJURY or PROPERTY DAMAGE occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the INSURED. "Operations" include materials, parts or equipment furnished in connection therewith.
Operations shall be deemed completed at the earliest of the following times:
(a) when all operations to be performed by or on behalf of the INSURED under the contract have been completed,
(b) when all operations to be performed by or on behalf of the INSURED at the site of the operations have been completed, or
(c) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or sub-contractor 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.
2. The COMPLETED OPERATIONS HAZARD does not include PERSONAL INJURY or PROPERTY DAMAGE arising out of:
(a) operations in connection with the transportation of property, unless the PERSONAL INJURY or PROPERTY DAMAGE arises out of a condition in or on a vehicle created by the loading or unloading thereof,
(b) the existence of tools, uninstalled equipment or abandoned or unused materials.

E. **INSURED:**
Each of the following is an INSURED to the extent set forth below:
(1) the NAMED INSURED, meaning the NAMED INSURED stated in Item 1 of the Declarations and any subsidiary, owned or controlled companies as now or hereafter constituted and of which prompt notice has been given to the COMPANY,
(2) any person (other than an employee of the NAMED INSURED) or organization while acting as real estate manager for the NAMED INSURED,
(3) any INSURED (not being the NAMED INSURED under this policy) included in the Schedule of Underlying Insurance, but not for broader coverage than is available to such INSURED under the scheduled underlying insurance,
(4) except with respect to the ownership, maintenance, operation, use, loading or unloading of automobiles, aircraft or watercraft, any officer, director or stockholder of the NAMED INSURED, while acting within the scope of his duties as such; but this subparagraph (4) shall not apply if it restricts the insurance granted under subparagraph (3) above,
(5) if the NAMED INSURED is designated in the Declarations as a partnership or joint venture, any partner or member thereof, but only with respect to the liability incurred in the operation of that partnership or joint venture; however, this policy does not apply to any automobile owned by or registered in the name of any partner.

F. **INSURED'S PRODUCTS:**
Means goods or products manufactured, sold, handled or distributed by the INSURED or by others trading under the INSURED'S name, including any container thereof (other than a vehicle), but the 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.

G. **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 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.

H. **OCCURRENCE:**
With respect to Coverage I(A) and I(B) "OCCURRENCE" shall mean an accident or event including continuous repeated exposure to conditions, which results, during the policy period, in PERSONAL INJURY or PROPERTY DAMAGE neither expected nor intended from the standpoint of the INSURED. For the purpose of determining the limit of the COMPANY'S liability, all PERSONAL 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.
With respect to Coverage I(C), all damages involving the same injurious material or act, regardless of the frequency of repetition thereof, the number or kind of media used, and the number of claimants shall be deemed to arise out of one "OCCURRENCE."

I. **PERSONAL INJURY:**
The term PERSONAL INJURY wherever used herein means:
(1) bodily injury, sickness, disease, disability or shock, including death at any time resulting therefrom, mental anguish and mental injury,
(2) false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention or malicious prosecution,
(3) libel, slander, defamation of character, humiliation or invasion of the rights of privacy, unless arising out of advertising activities,
which occurs during the policy period.

J. **PRODUCTS HAZARD:**
Includes PERSONAL INJURY and PROPERTY DAMAGE arising out of the INSURED'S products or reliance upon a representation or warranty made at any time with respect thereto, but only if the PERSONAL INJURY or PROPERTY DAMAGE occurs away from premises owned by or rented to the INSURED and after physical possession of such products has been relinquished to others.

K. **PROPERTY DAMAGE:**
The term PROPERTY DAMAGE wherever used herein 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, and
(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.

L. **ULTIMATE NET LOSS:**
Means the sums paid as damages in settlement of a claim or in satisfaction of a judgment for which the INSURED is legally liable after making deductions for all other recoveries, salvages and other insurances (whether recoverable or not) other than the underlying insurance and excess insurance purchased specifically to be in excess of this policy and also includes investigation, adjustment, appraisal, appeal and defense costs paid or incurred by the INSURED with respect to damages covered hereunder. "ULTIMATE NET LOSS" does not include (a) costs and expenses which an underlying insurer has paid or incurred or is obligated to pay to or on behalf of the INSURED, (b) office costs and expenses of the INSURED and salaries and expenses of employees of the INSURED, or (c) general retainer fees of counsel retained by the INSURED.

CONDITIONS

A. **Premium Computations:** The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the 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. The NAMED INSURED shall maintain adequate records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the COMPANY at the end of the policy period, as the COMPANY may direct.

CONDITIONS (continued)

B. 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.

C. Severability of Interest: The term "INSURED" is used severally and not collectively except with respect to Insuring Agreement II (UNDERLYING LIMITS—RETAINED LIMITS), Insuring Agreement III (LIMITS OF LIABILITY) and Condition H (Other Insurance). The inclusion in this policy of more than one INSURED shall not operate to increase the COMPANY'S total liability for all INSURED'S covered by this policy beyond the limits set forth in Item 3I, 3IB and 3II of the Declarations.

D. Notice of Occurrence, Claim or Legal Proceeding: Upon the happening of an OCCURRENCE reasonably likely to involve the COMPANY hereunder, written notice shall be given as soon as practicable to the COMPANY or any of its authorized agents. Such notice shall contain particulars sufficient to identify the INSURED and the fullest information obtainable at the time.

The INSURED shall give like notice of any claim made or legal proceeding commenced on account of such OCCURRENCE. If legal proceedings are begun, the INSURED, when requested by the COMPANY, shall forward to it each paper thereon, or a copy thereof, received by the INSURED or the INSURED'S representatives, together with copies of reports of investigations made by the INSURED with respect to such claim proceedings.

E. Action Against COMPANY: No action shall lie against the COMPANY unless, as a condition precedent thereto, the INSURED shall have fully complied with all the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the COMPANY.

F. Appeals: In the event the INSURED or the INSURED'S underlying insurer elects not to appeal a judgment in excess of the RETAINED LIMIT, the COMPANY may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the COMPANY for ULTIMATE NET LOSS exceed the amount set forth in Insuring Agreement II (UNDERLYING LIMIT—RETAINED LIMIT) and Insurance Agreement III (LIMITS OF LIABILITY) for any one OCCURRENCE plus the taxable costs, disbursements and interests incidental to such appeal.

G. Payment of ULTIMATE NET LOSS: Coverage under this policy shall not apply unless and until the INSURED, or the INSURED'S underlying insurer, shall be obligated to pay the amount of the UNDERLYING LIMIT or RETAINED LIMIT, on account of PERSONAL INJURY, PROPERTY DAMAGE or ADVERTISING INJURY or DAMAGE. When the amount of ULTIMATE NET LOSS has finally been determined, the COMPANY shall promptly indemnify the INSURED the amount of ULTIMATE NET LOSS falling within the terms of this policy.

H. Other Insurance: If other collectible insurance with any other insurer is available to the INSURED covering a loss covered hereunder, except insurance purchased to apply in excess of the sum of the RETAINED LIMIT and LIMIT OF LIABILITY hereunder, the insurance hereunder shall be in excess of, and not contribute with, such other insurance. If collectible insurance under any other policy(ies) of the COMPANY is available to the INSURED, covering a loss also covered hereunder (other than underlying insurance of which the insurance afforded by this policy is in excess), the COMPANY'S total liability shall in no event exceed the greater or greatest limit of liability applicable to such loss under this or any other such policy(ies). If other collectible insurance under any policy(ies) of the COMPANY is available to the INSURED, the ULTIMATE NET LOSS as the result of any one OCCURRENCE not covered by underlying insurance shall not be cumulative.

I. Underlying Insurance: If underlying insurance applicable in any one OCCURRENCE is exhausted by payment of judgment or settlement on behalf of the INSURED, the COMPANY shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the INSURED resulting from the same OCCURRENCE, but only where this policy applies immediately in excess of such underlying insurance, without the intervention of excess insurance of another insurer.

J. 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.

K. Subrogation: In the event of any payment under this policy, the COMPANY shall be subrogated to all the INSURED'S rights of recovery 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 amount recovered as subrogation shall be apportioned in the inverse order of payment of ULTIMATE NET LOSS to the extent of the actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries.

L. 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 rights 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 an authorized representative of the COMPANY.

M. Assignment: Assignment of interest under this policy shall not bind the COMPANY until its consent is endorsed hereon; if, however, the NAMED INSURED shall be adjudged bankrupt or insolvent, this policy shall cover the NAMED INSURED'S legal representative as NAMED INSURED; 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.

N. Cancellation: This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents, or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED INSURED, at the address shown, written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as afore-said shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY cancels, earned premium shall be computed pro rata.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED.

If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDS; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

O. Maintenance of Underlying Insurance: It is warranted by the INSURED that the underlying policy(ies) listed in the Schedule of Underlying Insurance, or renewals or replacements thereof not more restrictive in coverage, shall be maintained in force during the currency of this policy, except for any reduction in the aggregate limit(s) contained therein solely by payment of claims in respect of OCCURRENCES happening during the period of this policy. In the event of failure by the INSURED so to maintain such policy(ies) in force, the insurance afforded by this policy shall apply in the same manner it would have applied had such policy(ies) been so maintained in force.

P. Employers' Liability—Common Law Defenses: As a condition to the recovery of any loss under this policy, with respect to PERSONAL INJURY to or the death of any employee arising out of and in the course of employment by the NAMED INSURED, the NAMED INSURED warrants that it has not and will not abrogate its common law defenses under any worker's compensation or occupational disease law by rejection thereof, or otherwise. In the event the NAMED INSURED should, at any time during the policy period, abrogate such defenses, such insurance as is afforded with respect to such employee shall automatically terminate at the same time.

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

IN WITNESS WHEREOF, the COMPANY has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the COMPANY.

Camille J. Hozier

Secretary

President

Excess Liability Policy

Policy Provisions — Part 1
Form 6202 (TC 4/81)

Twin City Fire Insurance Company
A Member of the Hartford Insurance Group
Hartford Plaza, Hartford, Connecticut 06115

THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE AS THE INSURER (A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY)

In consideration of the payment of the premium, agrees with the **first named insured** as follows:

I INSURING AGREEMENT

The company will indemnify the **insured** for **ultimate net loss** in excess of **underlying insurance** stated in Item 5 of the declarations, but not in excess of the company's limits of liability stated in Item 4 of the declarations.

Except as otherwise provided by this policy, the insurance afforded herein shall follow all the terms, conditions, definitions and exclusions of the **controlling underlying insurance policy** designated in Item 6 of the declarations.

II INVESTIGATION, DEFENSE, SETTLEMENT

The company shall not be obligated to assume charge of the investigation, defense or settlement of any claim or suit against the **insured,** but the company shall have the right and shall be given the opportunity to associate with the **insured** or its underlying insurers, or both, in the investigation, defense or settlement of any claim or suit which, in the opinion of the company, involves or appears reasonably likely to involve the company. If the company avails itself of such right and opportunity, the **insured,** its insurers and the company shall cooperate in such matters so as to effect a final determination thereof. The **insured** shall not make or agree to any settlement for an amount in excess of **underlying insurance** without the approval of the company.

Subject to the above provision, **costs** incurred by the **insured** shall be borne as follows:

(a) all **costs** incurred by the **insured** without the written consent of the company shall be borne by the **insured;**

(b) if a claim or suit is settled for not more than the limits of **underlying insurance,** no **costs** shall be payable by the company;

(c) if the sum for which a claim or suit is settled exceeds the limits of **underlying insurance,** then the company, if it approves such settlement or consents to the continuation of the proceedings, shall contribute to the **costs** incurred by the **insured** in the proportion which the amount of **ultimate net loss** as finally determined to be payable by the company bears to the total amount paid on such claim or suit by all interests;

(d) if the **insured** elects not to appeal a judgment in excess of the limits of **underlying insurance,** the company may elect to conduct such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the total liability of the company exceed the limits of liability as stated in this policy, plus the cost and expense of such appeal;

(e) if a judgment is rendered in excess of the limits of **underlying insurance** and the company is willing to contribute thereto but the underlying insurers elect to appeal such judgment, the duty of obtaining an appeal bond with respect to liability in excess of the limits of **underlying insurance** shall be that of the **insured** and its underlying insurers.

III PERSONS INSURED

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

(a) any **named insured,** and

(b) any person or organization which is an **insured** under the terms of the **controlling underlying insurance policy,** subject to all the limitations upon coverage under such **controlling underlying insurance policy** other than the limits thereof.

IV LIMITS OF LIABILITY

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

(a) The limits of the company's liability under this policy apply only after the underlying insurers have paid or have been held legally liable to pay the full amount of their respective limits of liability which makes up the total stated in Item 5 of the declarations; provided that:

(i) unless aggregate limits are specifically stated in both Items 4 and 5 of the declarations, the insurance afforded by this policy applies with respect to each **occurrence** only for limits of liability in excess of the amounts afforded for each **occurrence** in the **underlying insurance,** and does not apply over any reduced amount of **underlying insurance** in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the **underlying insurance;** or

(ii) if aggregate limits of liability are specifically stated in both Items 4 and 5 of the declarations, the insurance afforded by this policy applies in excess of reduced **underlying insurance,** provided such reduction in the **underlying insurance** is solely the result of the payment of claims because of **occurrences** taking place during the period of this policy.

(b) If the limits of liability stated in Item 4 of the declarations are on a "Quota Share Basis", the limits of the company's liability shall be the quota share percentage so stated of all **ultimate net loss** to which this policy applies which is in excess of **underlying insurance,** up to the limits so stated.

(c) If the limits of liability stated in Item 4 of the declarations are on a "Full Limits Basis", the limits of the company's liability shall be the amount of all **ultimate net loss** to which this policy applies which is in excess of **underlying insurance,** up to the limits so stated.

(d) Subject to provisions (a), (b) and (c) above, the total liability of the company for all **ultimate net loss** as the result of any one **occurrence,** shall not exceed the limit of liability stated in Item 4 of the declarations as applicable to "each **occurrence**".

(e) Subject to provisions (a), (b) and (c) above, the total liability of the company for all **ultimate net loss** because of all **occur-**

rences to which this policy applies shall not exceed the limit of liability stated in Item 4 of the declarations as "aggregate".

V DEFINITIONS

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

"controlling underlying insurance policy" means the insurance policy designated as such in Item 6 of the declarations;

"costs" means interest on judgments, and investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the **insured** is not covered by **underlying insurance** (excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the **insured,** and (c) regular fees paid to counsel on general retainer);

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

"insured" means any person or organization qualifying as an **insured** in the "Persons Insured" provision of this policy. 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;

"named insured" means the **first named insured** and any other person or organization named in Item 1 of the declarations of this policy or in an endorsement amending such Item 1;

"occurrence" means an accident or occurrence as defined in and covered by the **controlling underlying insurance policy** designated in the declarations;

"ultimate net loss" means the total of all sums which the **insured,** or any organization as its insurer, or both, shall become legally obligated to pay, whether by reason or adjudication or settlement, because of an **occurrence** covered under the terms of the **controlling underlying insurance policy** and to which this policy applies; but **"ultimate net loss"** shall not include (a) the amount of any recoveries, salvages or other insurance (other than **underlying insurance** or insurance written specifically to apply in excess of this policy), whether collectible or not, or (b) **costs;**

"underlying insurance" means the primary or excess insurance policies contributing to the total limit stated in Item 5 of the declarations (including any deductible amount, **insured's** participation or self-insured retention beneath any such policy) and includes any renewals or replacements thereof. The limits of such policies shall be deemed to be applicable regardless of (1) any defense which the underlying insurer may assert, (2) the **insured's** failure to comply with any condition of any such policy or (3) the insolvency of the underlying insurer.

CONDITIONS

1. **Premium**

The premium for this policy shall be as stated in Item 3 of the declarations and be payable by the **first named insured.**

2. **Maintenance of Underlying Insurance**

Policies affording in total the limits stated in Item 5 of the declarations shall be maintained in full effect during the currency of this policy, except for the reduction of any aggregate limits contained therein solely by payment of claims with respect to **occurrences** taking place during the period of this policy. Failure of the **first named insured** to comply with the foregoing shall not invalidate this policy but in the event of such failure, the company shall be liable only to the extent that it would have been liable had the **first named insured** complied therewith.

The **first named insured** shall give the company written notice as soon as practicable of any change in the scope of coverage or in the limits of any **underlying insurance,** and of the termination of any coverage or of reduction or exhaustion of aggregate limits of any **underlying insurance.**

3. **Notice of Occurrence**

Whenever it appears that an **occurrence** is likely to involve indemnity under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the **insured** and also reasonably obtainable information respecting the time, place and circumstances of the **occurrence,** the names and addresses of the injured and of available witnesses.

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 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 the 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.

5. **Subrogation**

In the event of any payment under this policy, the company shall participate with the **insured** and any underlying insurer in the exercise of 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.

Recoveries shall be applied:

first, to reimburse any interest (including the insured) that may have paid any amount with respect to liability in excess of the limit of the company's liability hereunder;

then, to reimburse the company up to the amount paid hereunder, along with any other insurers having a quota share interest at the same level; and

lastly, to reimburse such interests (including the **insured**), with respect to which this insurance is excess, as are entitled to claim the residue, if any;

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

6. **Changes**

Notice to any agent or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any rights under the terms of this policy with respects to any requirement as to **underlying insurance;** nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company.

7. **Assistance and Cooperation of the Insured**

The **Insured** shall cooperate with the company and with the underlying insurers as required by the terms of the **controlling underlying insurance policy** and comply with all the terms and conditions thereof, and shall enforce any right of contribution or indemnity against any person or organization who may be liable to the **insured** and with respect to which insurance is afforded under this policy or the **underlying insurance** policies.

Part I — This Declarations page, with POLICY PROVISIONS — Part I, Form TC 6202, and any endorsements, issued to form a part thereof, *completes the below numbered* Excess Liability Policy.

Twin City Fire Insurance Company
A Member of the Hartford Insurance Group
Hartford Plaza, Hartford, Connecticut 06115

The INSURER shall be the Company as designated herein by Co. Code: **Co. Code** 7

POLICY NO. TXS 101282

DECLARATIONS

Previous Policy No. None

Items

1. First Named Insured and Address

Ash Grove Cement Company, et al.
P. O. Box 25900
8900 Indian Creek Parkway
Overland Park, Kansas

2. Policy Period: From 1/1/83 To 1/1/84
12:01 A.M., standard time at the address of the **first named insured** as stated herein.

Producer's Name and Address **Producer's Code**

McAlear-Nason Associates, Inc. 10-10144
6901 W. 63rd
Overland Park, KS 66202

Notice of cancellation by the company: 30 days.

3. Premium: $ 3,500.00 which is ☒ Flat Charge, Policy Period

☐ Adjustable, Per Premium Computation Endorsement

Minimum Premium $ 3,500.00 Not subject to adjustment in the event of cancellation.

4. Limits of Liability

The limits of the company's liability under this policy shall, subject to all the terms of the policy relating thereto, be as follows:

$10,000,000 each occurrence/aggregate (where applicable) excess of
$10,000,000 each occurrence/aggregate (where applicable) excess of primary

5. Total Limits of Liability — All Underlying Insurance Policies

$10,000,000 each occurrence/aggregate (where applicable) excess of primary -

International Insurance Company

6. Controlling Underlying Insurance Policy

This policy shall follow the terms, conditions, definitions and exclusions of the controlling underlying insurance policy # 523 141275 issued by International Insurance Co.

7. Form numbers of endorsements forming part of this policy at issue:

6202 TC 4/81 1) BSIS 70-805 2) BSIS-34 3) BSIS 70-877 4) BSIS 70-834

Countersigned by Jack Higgill
Authorized Agent

Form L4502 (TC 4/81) Printed in U.S.A. (NS)

NAMED INSURED ENDORSEMENT

It is hereby understood and agreed that the named insured as stated on the declarations page is amended to read as follows:

1. Ash Grove Cement Co.
2. Union Quarries, Inc.
3. Fordyce Concrete Company, Inc.
4. Lime Transport Co.
5. Material Transport Co.
6. Chemical Sealing Corporation, A/K/A Chemseco A/K/A Intercoastal Corp.
7. Agcrete, Inc.
8. Cedar Creek Investment Co.
9. Cedar Creek Properties, Inc.
10. Subsurface Development Co.
11. Scenic Venture (Joint Venture)
12. Batesco Quarries, Division of Ash Grove Cement Co.
13. Agrock Quarries, Division of Ash Grove Cement Co.
14. Century Cement Co., Inc.

e Effective Date of this Endorsement is 1/1/83
other terms and conditions remain unchanged.
is endorsement is attached to and made a part of TXS 101282

At CHICAGO, ILLINOIS

ued To: Ash Grove Cement Company, et al

oker/Agent: McAlear-Nason Associates, Inc.
dress: 6901 W. 63rd
Overland Park, KS 66202

e Of Issue: 2/2/83 By ec End No. 1

By Jack Higgill
BACCALA & SHOOP INSURANCE SERVICES

S-70 - 805

CANCELLATION FOR NON-PAYMENT OF PREMIUM

It is agreed that irrespective of any other terms or conditions contained in this policy or endorsements attached thereto, this policy may be cancelled by the company, or by Baccala & Shoop Insurance Services, in their behalf, for non-payment of any unpaid portion of the premium by delivering to the insured or by sending to the insured by mail, registered or unregistered, at the insured's address as shown herein, not less than ten days written notice stating when the cancellation shall be effective.

All other terms and conditions remain unchanged.

The effective date of this endorsement is: 1/1/83

This endorsement is attached to and made a part of Policy No. TXS 101282

Issued To: Ash Grove Cement Company, et al

Broker/Agent: McAlear-Nason Associates, Inc.

Address: 6901 W. 63rd
Overland Park, KS 66202

Date of Issue: 2/2/83

END. No: 2

BY

Baccala & Shoop Insurance Services

BSIS 34

PUNITIVE DAMAGES LIMITATION

It is agreed that this policy does not apply to liability for punitive or exemplary damages unless such liability is covered by valid and collectible underlying insurance as listed in the Schedule of Underlying Insurance, for the full limit shown therein, and then only for such hazards for which coverage is afforded under said underlying insurance.

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS 1/1/83 AT CHICAGO, ILLINOIS

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF TXS 101282

ISSUED TO: Ash Grove Cement Company, et al

BROKER/AGENT: McAlear-Nason Associates, Inc.

ADDRESS: 6901 W. 63rd
Overland Park, KS 66202

DATE OF ISSUE: 2/2/83 BY ec END NO. 3

BY _____
BACCARA & SHOOP

BSIS 70-877

EMPLOYEE RETIREMENT AND INCOME SECURITY ACT
EXCLUSION ENDORSEMENT

In consideration of the premium charged, such insurance as is afforded by this policy shall not apply with respect to any claim or claims brought about as a result of any violation of any responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement and Income Security Act of 1974 or amendments thereto.

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS 1/1/83

AT CHICAGO, ILLINOIS

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF TXS 101282

ISSUED TO: Ash Grove Cement Company, et al

BROKER/AGENT: McAlear-Nason Associates, Inc.

ADDRESS: 6901 W. 63rd
Overland Park, KS 66202

DATE OF ISSUE: 2/2/83 BY ec END NO. 4 BY

BACCALA & SHOOP

BSIS 70-834

8. **Cancellation**

This policy may be cancelled by the **first named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice starting when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **first named insured** at the address shown in this policy written notice stating when thereafter, not less than the number of days stated in Item 2 of the declarations, such cancellation shall be effective. 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 **first named insured** or by the company shall be equivalent to mailing.

If the **first named insured** cancels, earned premium shall be computed in accordance with the customary short rate tables, but the company shall nevertheless be entitled to retain as earned premium any minimum premium stated in Item 3 of the declarations. 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.

9. **Declarations**

By acceptance of this policy the **first named insured** agrees that the statements in the declarations are its 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 the **first named insured** and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company.

Michael S. Walden
Secretary

Dr. Roy L. Thomas
President

RECEIVED
FEB 16 1983
EXECUTIVE
DEPT.

A165

POLICY NO. 98 TXU 1101

Ash Grove Cement Co., et al (See Endt.
P. O. Box 25900
Overland Park, KS 66225

1/1/84 — Inception (Mo. Day Yr.)

1/1/85 — Expiration (Mo. Day Yr.)

UMBRELLA LIABILITY POLICY

THE HARTFORD

UMBRELLA LIABILITY INSURANCE POLICY
QUICK REFERENCE

This Index will guide you quickly to the information you are looking for:

Declarations Page
- Your Name and Address
- Policy Period
- LIMITS OF LIABILITY
- PREMIUM

The Declarations Page contains specifics of your policy — such as the period your policy is in effect, limits of liability selected, the premiums and other information related to you and your insurance.

		POLICY PROVISIONS	PAGE NO.
I	—	Coverage, Exclusions	1
II	—	Investigation, Defense Settlement	2
III	—	Persons Insured	3
IV	—	Limits of Liability	4
V	—	Definitions	4
		Nuclear Energy Exclusion	6
		Conditions	7
		Premium	7
		Notice of Occurrence	7
		Assistance and Cooperation of the Insured	7
		Action Against Company	7
		Appeals	7
		Other Insurance	8
		Subrogation	8
		Changes	8
		Assignment	8
		Maintenance of Underlying Insurance	8
		Sole Agent	8
		Cancellation	8
		Declarations	9

TWIN CITY FIRE INSURANCE COMPANY
Hartford Plaza, Hartford, Conn. 06115

THE HARTFORD

The INSURER shall be The Company as designated herein by Co. Code: Co. Code 7

POLICY NO. 98 TXU 110135

DECLARATIONS
Items

Previous Policy No. TXU 110116

1. **Named Insured and Mailing Address** →
   Ash Grove Cement Co., et al (See Endt. #1)
   P. O. Box 25900
   Overland Park, KS 66225

   The Named Insured is: Individual ☐ Corporation ☒
   Partnership ☐ Other: _____

2. **Policy Period:** →
   1/1/84 (Inception (Mo. Day Yr.)) — 1/1/85 (Expiration (Mo. Day Yr.))
   12:01 A.M. standard time at the address of the named insured as stated herein.

Producer's Name and Address	Producer's Code
McAlear Associates, Inc. 8000 W. 110th St. Overland Park, KS 66210	10-10144

3. **Premium:**

Advance Premium	Minimum Premium	Rate	Per	Premium Base
$ 21,500.00	$ 21,500.00	N/A	N/A	Flat

4. Self-insured Retention → $ 10,000.
5. Limits of Liability
   each occurence → $ 25,000,000.
   aggregate → $ 25,000,000.

6. Schedule of Underlying Insurance Policies

SEE ATTACHED EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES FORMING A PART OF POLICY.

Form Number of Endorsements Forming Part of Policy At Issue:

XL-12-1
XL-11-2

1) G-2240-3-B
2) XL-224-0
3) XL-206-0
4) XL-207-0
5) XL-222-0
6) XL-314 (9/82)

Date	Agency at	Countersigned by	Authorized Agent
2/16/84	Chicago, Illinois	George W. Stone	

Form XL-10-0 (HS) Printed in U.S.A.

Extension Schedule of Underlying Insurance Policies

THE HARTFORD

Policy Number TXU 110135

Named Insured and Address

Ash Grove Cement Co., et al
P. O. Box 25900
Overland Park, KS 66225

This extension schedule forms a part of the policy designated herein.

Carrier, Policy Number & Period	Type of Coverage	Applicable Limits
(a) U.S.F. & G. Ins. Co. 36-03792-84-0 1/1/84-85	Employers' Liability	Employers' Liability $ 100,000 each accident* $ N/A ,000 O. D. aggregate*
(b) U.S.F. & G. Ins. Co. BAP041271978 1/1/84-85	Comprehensive Automobile Liability including ☒ owned automobiles ☒ non-owned automobiles ☒ hired automobiles	Bodily Injury Liability $,000 each person $,000 each occurrence Property Damage Liability $,000 each occurrence Bodily Injury and Property Damage Liability Combined $ 500,000 each occurrence
(c) U.S.F. & G. Ins. Co. 1CC025144845 1/1/84-85	General Liability including ☒ products-completed operations Liability ☒ contractual Liability ☒ personal injury Liability ☒ employees as additional insureds ☒ Liquor Law Liability ☒ Broad Form P.D. ☒ "X", "C", & "U"	Bodily Injury Liability $,000 each occurrence $,000 aggregate Property Damage Liability $,000 each occurrence $,000 aggregate Bodily Injury and Property Damage Liability Combined $ 500,000 each occurrence $ 500,000 aggregate
(d)	Watercraft Liability including ☐ owned watercraft ☐ non-owned watercraft	Bodily Injury Liability $,000 each person $,000 each occurrence Property Damage Liability $,000 each occurrence Bodily Injury and Property Damage Liability Combined $,000 each occurrence
(e)	Other (Specify)	

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

Note Maintenance of Underlying Insurance Condition.

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

Form XL-11-2 Printed in U.S.A. (NS)

THE HARTFORD

Policy Number
TXU 110135

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date
1/1/84

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.
1

Named Insured and Address

Ash Grove Cement Co., et al
P. O. Box 25900
Overland Park, KS 66225

NAMED INSURED ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED AS STATED ON THE DECLARATIONS PAGE IS AMENDED TO READ AS FOLLOWS:

Ash Grove Cement Co.
Union Quarries, Inc.
Lime Transport Co.
Material Transport Co.
Chemical Sealing Corporation
A/K/A Chemseco
Agcrete, Inc.
Cedar Creek Investments Co.
Cedar Creek Properties, Inc.
Subsurface Development Co.
Scenic Venture (Joint Venture)
Batesco Quarries, Division of Ash Grove Co.
Agrock Quarries, Division of Ash Grove Cement Co.
Century Concrete, Inc.
Oregon Portland Cement Co.
A/K/A Idaho Cement Co.
Winchester Ventures

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

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by George W. Stone
Authorized Agent

Form G-2240-3 B Printed in U.S.A

SECURITY ACT LIABILITY
EXCLUSION ENDORSEMENT

THE HARTFORD

Policy Number
TXU 110135

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date
1/1/84

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.
2

Named Insured and Address

Ash Grove Cement Co., et al
P. O. Box 25900
Overland Park, KS 66225

It is agreed that the insurance does not apply with respect to any liability arising out of intentional or unintentional violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Revision Reform Act of 1974), or any amendments to them.

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

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by George W. Stone
Authorized Agent

Form XL-224-0 Printed in U.S.A.

Exclusion Endorsement for Personal Property

THE HARTFORD

Policy Number
TXU 110135

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date	Effective hour is the same as stated in the Declarations of the policy.
1/1/84	

Endt. No.
3

Named Insured and Address

Ash Grove Cement Co., et al
P. O. Box 25900
Overland Park, KS 66225

It is agreed that the insurance does not apply to **property damage** to:

(1) personal property owned by or used by any **insured**, or

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

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

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by George W. Stone
Authorized Agent

Form XL-206-0 Printed in U.S.A.

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

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by George W. Stone
Authorized Agent

Form XL-207-0 Printed in U.S.A.

EXCLUSION ENDORSEMENT FOR REAL PROPERTY

THE HARTFORD

Policy Number
TXU 110135

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date	Effective hour is the same as stated in the Declarations of the policy.
1/1/84	

Endt. No.
4

Named Insured and Address

Ash Grove Cement Co., et al
P. O. Box 25900
Overland Park, KS 66225

It is agreed that the insurance does not apply to **property damage** to:

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

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

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

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by George W. Stone
Authorized Agent

Form XL-207-0 Printed in U.S.A.

MINING OPERATIONS LIMITATION ENDORSEMENT

THE HARTFORD

Policy Number
TXU 110135

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date	Effective hour is the same as stated in the Declarations of the policy.
1/1/84	

Endt. No.
5

Named Insured and Address

Ash Grove Cement Co., et al
P. O. Box 25900
Overland Park, KS 66225

It is agreed that the insurance does not apply to:

1. injury to or destruction of **underground property;**
2. the increased cost of reducing any **underground property** to physical possession above the surface of the earth or to expense incurred or rendered necessary to prevent or minimize loss of or damage to property resulting from acts or omissions causing underground damage;
3. **property damage** directly or indirectly caused by, resulting from, contributed to or aggravated by the subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting or any other movement of land or earth if any of these or similar movements eminate from an active, inactive or abandoned mine;
4. **property damage** caused by seepage, pollution or contamination unless such seepage, pollution or contamination is caused by accident and results in **property damage** during the policy period or unless, subsequent to seepage, pollution or contamination, an accident ensues which causes **property damage** during the policy period and then only for **property damage** proximately caused by such an accident;
5. liability for restoration, reclamation, backfilling, grading, planting, covering or any other modifications of mine-workings, high walls, spoil banks, haulage ways or streams.

It is further agreed that the insurance does not apply to:

1. 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;
2. injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to grading of land, excavation, borrowing, filling or backfilling, tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof;
3. injury to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, or any apparatus used in connection therewith beneath the surface of the land or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, backfilling or pile driving or injury to or destruction of property at any time resulting therefrom;

unless coverage is provided for such injury or destruction by an underlying policy having underlying limits as described in the schedule of **underlying insurance.**

As used in this endorsement, **"underground property"** means:

(a) oil,
(b) gas,
(c) water, or
(d) other mineral substances including any title, interest or estate therein, which at the time of the act or omission causing loss of, injury to or destruction thereof, has not been reduced to physical possession above the earth's surface,
(e) wells,
(f) holes,
(g) formations,
(h) strata, or
(i) areas beneath the surface of the earth, in or

(Continued on Reverse Side)

through which exploration for or production of any such substance is carried on,

(j) casing,

(k) pipe,

(l) bits,

(m) tools,

(n) pumps, or

(o) other drilling or well servicing machinery or equipment which is located in any such well or hole beneath the earth's surface at the time of an **occurrence** which causes injury or destruction.

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

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by.....*Authorized Agent*

Form XL-222-0 Printed in U.S.A.

PUNITIVE DAMAGES
FOLLOWING FORM ENDORSEMENT

THE HARTFORD

Policy Number
TXU 110135

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date
1/1/84

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.
6

Named Insured and Address

Ash Grove Cement Co., et al
P. O. Box 25900
Overland Park, KS 66225

It is agreed that the insurance does not apply to punitive or exemplary damages unless coverage for punitive or exemplary damages is provided by underlying insurance having limits as described in the Schedule of Underlying Insurance.

It is further agreed that any insurance that may be afforded for punitive damages does not apply to:

1. fines or penalties, or

2. punitive or exemplary damages where insurance against such damages is prohibited by law or contrary to public policy.

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

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form XL-314 (Ed. 9/82) Printed in U.S.A.

Countersigned by George W. Stone
Authorized Agent

THE HARTFORD

Policy Number
TXU 110135

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date
1/1/84

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.
7

Named Insured and Address

Ash Grove Cement Co., et al
P. O. Box 25900
Overland Park, KS 66225

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF $1,647.00, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED AS STATED ON THE DECLARATIONS PAGE IS AMENDED TO INCLUDE:

FORDYCE CONCRETE COMPANY, INC.

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

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by George W. Stone
Authorized Agent

Form G-2240-3 B Printed in U.S.A

The member company of THE HARTFORD INSURANCE GROUP designated on the Declarations page as the insurer (a stock insurance company, herein called the company)

In consideraiton 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:

I. COVERAGE

The company will pay on behalf of the **insured*ultimate net loss** in excess of the total applicable limit (as stated in the Extension Schedule of **Underlying Insurance** Policies) of **underlying insurance** or the amount of the **self-insured retention** when no **underlying insurance** applies, because of **bodily injury, personal injury, property damage** or **advertising injury** to which this insurance applies, caused by an **occurrence.**

EXCLUSIONS

This insurance does not apply:

A. to liability assumed by the **insured** under any contract or agreement with respect to an **occurrence** taking place before the contract or agreement is made;

B. to **bodily injury** or **property damage** arising out of the ownership, operation, maintenance, use or loading or unloading of any aircraft (1) owned by any **insured,** or (2) chartered or loaned to any **insured** without a crew; but this exclusion does not apply to **bodily injury** to any employees of any **insured** arising out of and in the course of their employment by any **insured;**

C. to **bodily injury** or **property damage** arising out of the ownership, operation, maintenance, use or loading or unloading of (1) any watercraft over fifty feet in length, owned by any **insured** or chartered or loaned to any **insured** without a crew or (2) any watercraft being used to carry persons for a charge; but this exclusion does not apply to **bodily injury** to any employees of any **insured** arising out of and in the course of their employment by any **insured,** or any watercraft while ashore on premises owned by, rented to or controlled by the **named insured;**

D. to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, 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 to (1) injury or damage if such discharge, dispersal, release or escape is sudden and accidental, or (2) **bodily injury** to any employees of any **insured** arising out of and in the course of their employment by any **insured;**

E. to **bodily injury** or **property damage** due to war, invasion, act of a foreign power, hostilities (whether war be declared or not), civil war, rebellion, revolution, riot, riot attending a strike, civil commotion or insurrection or military power with respect to **occurrences** which take place outside the United States of America, its territories or possessions, or Canada;

F. to any obligation for which any **insured** or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or any other similar law; but this exclusion does not apply to liability of others assumed by the **named insured** under any contract or agreement;

G. to **property damage** to property owned by the **named insured;**

H. to **property damage** to:

(1) the **named insured's products** or premises alienated by the **named insured** if the **property damage** arises out of such products or premises or any part of such products or premises;

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

I. to loss of use of tangible property which has not been physically injured or destroyed resulting from:

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

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

*In any jurisdiction where the company may be prevented by law or otherwise from paying on behalf of the **insured**, the words "pay on behalf of the **insured**" are replaced by "indemnify the **insured** for".

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

J. to **ultimate net loss** 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;

K. to **advertising injury** arising out of:

(1) failure of performance of any contract or agreement, other than the unauthorized appropriation of ideas based upon an alleged breach of an implied contract;

(2) 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;

(3) incorrect description or mistake in the advertised price of goods, products or services sold, offered for sale or advertised; or

(4) the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **insured;**

L. to **personal injury** arising out of discrimination or humiliation directly or indirectly related to the employment or prospective employment of any person or persons by any **insured;**

M. to **personal injury** arising out of any publication or utterance of a libel, slander, or other defamatory or disparaging material, or in violation of an individual's right of privacy, if the first injurious publication of the same or similar material by or on behalf of the **insured** was made prior to the effective date of this insurance;

N. to **personal injury** arising out of (1) any publication or utterance of a libel, slander, or other defamatory or disparaging material, or in violation of an individual's right of privacy, concerning any person, organization, or business enterprise, or his or her or its products or services, made by or at the direction of any **insured** with knowledge of the falsity thereof, or (2) the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **insured;**

O. with respect to coverage afforded any employee of the **named insured,** to **bodily injury** or **personal injury** to:

(1) another employee of the **named insured** arising out of and in the course of his or her employment, or

(2) the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof,

unless there is valid and collectible **underlying insurance** covering such **bodily injury** or **personal injury;**

P. with respect to coverage afforded any employee of the **named insured,** 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:

(1) another employee of the **named insured,** or

(2) the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof,

unless there is valid and collectible **underlying insurance** covering such **property damage;**

Q. to any claim for Uninsured or Underinsured Motorists Coverage, unless this policy is endorsed to provide such coverage; or

R. to any claim for Personal Injury Protection, Property Protection or similar no-fault coverage by whatever name called, unless this policy is endorsed to provide such coverage.

II. INVESTIGATION, DEFENSE, SETTLEMENT

With respect to **bodily injury, personal injury, property damage** or **advertising injury** covered under this policy (whether or not the **self-insured retention** applies) and

(1) for which no coverage is provided under any **underlying insurance;** or

(2) for which the underlying limits of any **underlying insurance** policy have been exhausted solely by payments of **damages** because of **occurrences** during the period of this policy,

The company will

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

(b) pay 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;

(c) pay all 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 an accident or traffic law violation arising out of the operation of any vehicle to which this policy applies, but the company shall have no obligation to apply for or furnish any such bonds;

(d) pay all 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 $100 per day per **insured;**

and the amounts so incurred, except settlement of claims and **suits,** are not subject to the insured's **self-insured retention** as stated in the declarations and are payable by the company in addition to the applicable limit of liability of this policy.

The **insured** agrees to reimburse the company promptly for amounts paid in settlement of claims or **suits** to the extent that such amounts are within the **insured's self-insured retention** as stated in the declarations.

The **named insured** agrees to arrange for the investigation, defense or settlement of any claim or **suit** in any country where the company may be prevented by law from carrying out this agreement. The company will pay **defense expenses** incurred with its written consent in addition to its applicable limit of liability under this policy and will promptly reimburse the **named insured** for its proper share, subject to its applicable limit of liability under this policy, of any settlement above the **self-insured retention** made with the company's written consent.

The company shall have the right to associate at its own expense with the **insured** or any underlying insurer in the investigation, defense or settlement of any claim or **suit** which in the company's opinion may require payment hereunder. In no event, however, will the company contribute to the costs and expenses incurred by any underlying insurer.

III. PERSONS INSURED

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

A. if the **named insured** is an individual, such individual but only with respect to the conduct of a business of which he or she 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 a partnership or joint venture, the partnership or joint venture and any partner or member thereof but only with respect to his or her liability as such;

C. if the **named insured** is other than an individual, partnership or joint venture, such organization and any **executive officer,** director or stockholder thereof while acting within the scope of his or her duties as such;

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

E. any employee of the **named insured** while acting within the scope of his or her duties as such;

F. with respect to any **automobile** owned by the **named insured** or hired for use by or on behalf of the **named insured,** any person (including an employee of the **named insured**) while using such **automobile** and any person or organization legally responsible for the use thereof, provided its actual use is with the permission of the **named insured,** except

(1) any person or organization, or any agent or employee thereof, operating an **automobile** sales agency, repair shop, service station, storage garage or public parking place, with respect to an **occurrence** arising out of the operation thereof; or

(2) the owner or any lessee, other than the **named insured,** of a hired **automobile** or any agent or employee of such owner or lessee;

G. any person or organization to whom or to which the **named insured** is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations performed by the **named insured,** or facilities owned or used by the **named insured;**

H. any other person or organization who is an **insured** under any policy of **underlying insurance,** subject to all the limitations upon

coverage under such policy other than the limits of the underlying insurer's liability.

With respect to any person or organization who is not an **insured** under an **underlying insurance** policy, coverage under this policy shall apply only to **ultimate net loss** in excess of the **underlying insurance** or **self-insured retention** applicable to the **named insured.**

This insurance does not apply to **bodily injury, 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.**

IV. LIMITS OF LIABILITY

Regardless of the number of (a) **insureds** under this policy, (b) persons or organizations who sustain injury or **damage** or (c) claims made or **suits** brought on account of such injury or **damage,** the company's liability is limited as follows:

1. The total liability of the company for all **ultimate net loss** as the result of any one **occurrence** shall not exceed the limit of liability stated in the declarations as applicable to "each **occurrence.**"
2. Subject to the above provision respecting "each **occurrence**", the total liability of the company for all **ultimate net loss** because of all **bodily injury** and **property damage** to which this policy applies and which is described in either of the numbered subparagraphs below shall not exceed the limit of liability stated in the declarations as "aggregate":
   (a) all **bodily injury** and **property damage** included within the **products hazard** and within the **completed operations hazard,**
   (b) all **bodily injury** because of occupational diseases of employees of **insureds.**

   The aggregate limit of liability shall apply separately to the injury or damage described in subparagraphs (a) and (b) above.
3. For the purpose of determining the limit of the company's liability, all **advertising injury, bodily injury, personal injury** and **property damage** described in either of the subparagraphs below shall be considered as arising out of one **occurrence:**
   (a) all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions,
   (b) all **advertising injury** and **personal injury** arising out of repeated publications or utterances of the same or similar material.

V. DEFINITIONS

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

"advertising injury" means injury other than **personal injury** arising out of one or more of the following offenses committed during the policy period in connection with the **named insured's** advertising activities: (1) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; (2) infringement of copyright or of title or of slogan; or (3) piracy or unfair competition or idea misappropriation under an implied contract;

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

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period;

"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

(1) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
(2) the existence of tools, uninstalled equipment or abandoned or unused materials, or
(3) operations for which the classification stated in the **underlying insurance** policy in the

company's manual specifies "including completed operations".

"damages" do not include fines or penalties or damages for which insurance is prohibited by the law applicable to the construction of this policy. Subject to the foregoing, **"damages"** include damages for any of the following which result at any time from **bodily injury** to which this policy applies: death, mental anguish, shock, disability or care and loss of services or consortium;

"defense expenses" means all reasonable expenses (other than the amount of any settlement) incurred by the **named insured** in discharging the **named insured's** obligations under Provision II with respect to the investigation, defense or settlement of claims or **suits** except (1) salaries of salaried employees of the **named insured,** and (2) any such expense payable under an **underlying insurance** policy or any other valid and collectible insurance;

"executive officer" means a person holding any of the officer positions created by the charter, constitution or by-laws of the **named insured;**

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

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of this policy. 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;

"named insured" means the **first named insured** and any other person or organization named in Item 1 of the declarations and any other organization coming under the **named insured's** control and of which it assumes active management;

"named insured's dispensary or clinic" means a dispensary, clinic or similar facility maintained by the **named insured** for the benefit or convenience of the **named insured's** employees or students;

"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

(1) with respect to **bodily injury** or **property damage:** 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** and includes:

(a) the rendering of or failure to render professional medical, dental or nursing services by the **named insured's dispensary or clinic,**

(b) the use of reasonable force for the lawful protection of employees, tenants, guests or property of the **named insured,** and

(2) with respect to **advertising injury** and **personal injury** respectively: an offense described in one of the numbered subdivisions of those terms in this policy;

"personal injury" means injury, other than **advertising injury,** arising out of one or more of the following offenses committed during the policy period in the conduct of the **named insured's** business:

(1) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy;

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

(3) wrongful entry or eviction or other invasion of an individual's right of privacy; or

(4) discrimination or humiliation not intentionally committed by or at the direction of the **insured** or any **executive officer,** director, stockholder, partner or member thereof, but only with respect to injury to the feelings or reputation of a natural person;

"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;

"self-insured retention" means the amount stated as such in the declarations which is retained and payable by the **insured** with respect to "each **occurrence**". All expenses incurred in the investigation or defense of a claim or **suit** within the **self-insured retention** shall be payable by the company;

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

"ultimate net loss" means all sums which the

insured and his or her insurers shall become legally obligated to pay as **damages,** whether by final adjudication or settlement with the company's written consent, after making proper deduction for all recoveries and salvages collectible;

"underlying insurance" means the insurance policies listed in the Extension Schedule of **Underlying Insurance** Policies, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Extension Schedule of **Underlying Insurance Policies.** The limit of **underlying insurance** includes any deductible amount, any participation of the **insured** or any **self-insured retention** beneath any such policy, less the amount, if any, by which the aggregate limit of such insurance has been reduced by payment of loss with respect to **occurrences** during the policy period of this policy. The coverages and limits of such policies shall be deemed to be applicable regardless of (1) any defense which the underlying insurer may assert because of the **insured's** failure to comply with any condition of any such policy or (2) the insolvency of the underlying insurer.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that 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 the 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 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.

As used in this exclusion:

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

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

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

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

"waste" means any waste material:

(a) containing **by-product material** other than 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 a **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility;**

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"**nuclear facility**" means

(a) any **nuclear reactor,**

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

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

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

and 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.

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, and shall be payable by the **first named insured.**

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, insofar as they relate to the subject matter of this insurance.

3. **Notice of Occurrence**

Whenever it appears that an **occurrence** is likely to involve payment under this policy, written notice shall be given to the company or its authorized agents by the **named insured** or a designated representative of the **named insured** as soon as practicable. Such notice shall contain particulars sufficient to identify the **insured** and also reasonably obtainable information respecting the time, place and circumstances of the **occurrence,** the names and addresses of the injured and of available witnesses.

4. **Assistance and Cooperation of the Insured**

The **insured** shall cooperate with the company and shall comply with all the terms and conditions of this policy and shall also cooperate with any of the underlying insurers as required by the terms of the **underlying insurance** and comply with all the terms and conditions thereof. The **insured** shall enforce any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of **bodily injury, personal injury, property damage** or **advertising injury** with respect to which insurance is afforded under this policy or any of the **underlying insurance** policies.

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. **Appeals**

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

7. **Other Insurance**

The insurance afforded by this policy shall be excess insurance over any other valid and collectible insurance (except when purchased specifically to apply in excess of this insurance) available to the **insured**, whether or not described in the Extension Schedule of **Underlying Insurance** Policies, and applicable to any part of **ultimate net loss**, whether such other insurance is stated to be primary, contributing, excess or contingent; provided that if such other insurance provides umbrella coverage in excess of **underlying insurance** or the **self-insured retention**, the insurance afforded by this policy shall contribute therewith with respect to such part of **ultimate net loss** as is covered hereunder, but the company shall not be liable for a greater proportion of such loss than the amount which would have been payable under this policy bears to the sum of said amount and the amounts which would have been payable under each other umbrella policy applicable to such loss, had each such policy been the only policy so applicable.

8. **Subrogation**

In the event of any payment under this policy, the company shall participate with the **insured** and any underlying insurer in the exercise of all the **insured's** rights of recovery against any person or organization liable therefor, 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.

Recoveries shall be applied:

first, to reimburse any interest (including the **insured**) that may have paid any amount with respect to liability in excess of the limit of the company's liability hereunder;

then, to reimburse the company up to the amount paid hereunder, along with any other insurers having a quota share interest at the same level; and

lastly, to reimburse such interests (including the **insured**), with respect to which this insurance is excess, as are entitled to claim the residue, if any;

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

9. **Changes**

Notice to any agent, or knowledge possessed by any agent, or any other person shall not effect a waiver or a change in any part of this policy, or estop the company from asserting any rights under the terms of this policy with respect to any requirements as to **underlying insurance;** nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company.

10. **Assignment**

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

11. **Maintenance of Underlying Insurance**

Policies affording in total the coverage and limits stated in the Extension Schedule of **Underlying Insurance** Policies shall be maintained in full effect during the currency of this policy. Failure of the **named insured** to comply with the foregoing shall not invalidate this policy, but in the event of such failure, the company shall be liable only to the extent that it would have been liable had the **named insured** complied therewith.

The **first named insured** shall give the company written notice as soon as practicable of any change in the coverage or in the limits of any **underlying insurance,** and of the termination of any coverage or the reduction or exhaustion of the aggregate limits of any **underlying insurance.**

The **self-insured retention** shall not apply should the **underlying insurance** be exhausted by the payment of claims or **suits.**

12. Sole Agent

The **first named insured** is authorized to act on behalf of all **insureds** with respect to the giving or receiving of notice of cancellation, receiving unearned premium, and agreeing to any changes in the policy.

13. **Cancellation**

This policy may be cancelled by the **first named insured** by surrender thereof to the company or of its authorized agents, or by mailing to the company written notice stating when thereafter cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured,** at the address shown in the policy, written notice stating when not less than days thereafter such cancellation shall be effective provided that, if the **first named insured** discharge when due any of its obligations in connection with the payment of premium for this

Form

or any installment thereof, this policy may be cancelled by the company by mailing to the **first named insured** written notice stating when not less than 30 days thereafter such cancellation shall be effective. 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 **first named insured** or by the company shall be equivalent to mailing.

If the **first named insured** cancels, earned premium shall be the pro-rata earned premium plus 10% of the pro-rata unearned premium. 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.

14. **Declarations**

By acceptance of this policy the **first named insured** agrees that the statements in the declarations are its 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 the **first named insured** and the company or any of its agents relating to this insurance.

In Witness Whereof, the Company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the Company.

Michael S. Wilder, *Secretary*

DeRoy C. Thomas, *President*

UMBRELLA LIABILITY

TWIN CITY FIRE INS. CO.

TSU110116

LOC #		
1	Chanute, Ks	$2,174.39
2	Louisville, NE	3,248.27
4	Springfield, MO	1,265.73
5	Portland, OR	791.42
7	Overland Park, KS	615.55
8	Omaha, NE	231.83
9	Research Lab	109.25
11	Stone County, MO	42.64
12	Lime Transport	783.42
13	Material Transport	1,068.54
15	Weeping Water, NE	66.62
40	Century Concrete	39.97
70	Batesco Quarries	743.45
91	Agrock Quarries	317.10
141	Chemesco, MO	1,167.14
142	Chemesco, NJ	191.86
143	Chemesco, GA	234.49
144	Chemesco, CA	663.51
145	Chemesco, MD	567.58
	Winchester Venture	69.28
	OPC	6,326.00
32, 33, 34	Fordyce	5,137.54
50, 52, 53	Union Quarries	791.42
		$26,647.00

Insurance Placement Services, inc.

4707 College Boulevard, Suite 213
P. O. Box 7768
Leawood, Kansas 66211
(913) 383-9494

April 20, 1984

Bob.

Mr. Paul Perrsons
Chemesco
4800 Blue Pkwy.
Kansas City, MO 64130

Dear Paul,

Enclosed please find copies of your company umbrella policies, one with Twin City for $25,000,000 and one with Federal for $5,000,000.

Please look these over and let me know if you have any questions.

Sincerely,

Don

Donald G. Raines

DGR/bt

encl.

U.S. FIRE INS
1-1-85 / 12-31-85
522-047909

EXCESS INSURANCE POLICY

UNDERLYING
USF&G 1CC0257948[illegible]

U.S. Insurance Group
a Crum and Forster organization

EMETT & CHANDLER
CORPORATE INSURANCE BROKERS

Emett & Chandler Missouri,Inc.
2000Johnson Drive, Suite 200
Mission Woods, Kansas 66205
Phone 913/362-5221

EXCESS INSURANCE POLICY

United States Fire Insurance Company
A New York Corporation
Home Office: New York, N. Y.

International Insurance Company
An Illinois Corporation
Home Office: Chicago, Illinois

Westchester Fire Insurance Company
A New York Corporation
Home Office: New York, N. Y.

The North River Insurance Company
A New Jersey Corporation
Home Office: Township of Morris, N. J.

U.S. Insurance Group
a Crum and Forster organization

In consideration of the payment of premium and in reliance upon the statements in the Declarations and subject to all the terms of this policy, the Company named in the Declarations (a capital stock company, herein called the company) agrees with the insured, also named in the Declarations, to provide coverage as follows:

INSURING AGREEMENT

To indemnify the insured for that amount of loss and loss expense which exceeds the amount of loss and loss expense payable by underlying policies described in the Declarations, but the Company's obligation hereunder shall not exceed the limit of liability stated in Declaration 6.

CONDITIONS

A. Application of Underlying Insurance. Except as otherwise stated herein, and except with respect to (1) any obligation to investigate or defend any claim or suit, or (2) any obligation to renew, the insurance afforded by this policy shall apply in like manner as the underlying insurance described in the Declarations.

B. Maintenance of Underlying Insurance. It is warranted by the insured that the underlying policies listed in item 5 of the declarations, or renewals or replacements thereof not more restricted, shall be maintained in force as valid and collectible during the currency of this policy, except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences happening during this policy period. In the event of failure by the insured to so maintain such policies in force or to meet all conditions and warranties subsequent to loss under such policies, the insurance afforded by this policy shall apply in the same manner it would have applied had such policies been so maintained in force. Notice of exhaustion of underlying insurance shall be given the company within thirty (30) days of such exhaustion.

C. Loss Payable. Liability of the company with respect to any one occurrence shall not attach unless and until the insured, or the insured's underlying insurer, has paid the amount of underlying insurance stated in Declaration 5. The insured shall make a definite claim for loss, for which the company may be liable within twelve (12) months after the insured has paid any amount of excess loss, as stated in Declaration 6; or after the insured's liability shall have been made certain by final judgment after actual trial; or by written agreement of the insured, the claimant, and the company. Any subsequent payments made by the insured on account of the same occurrence shall be payable by the company within thirty (30) days after additional claim is made by the insured, and after the insured has shown proof in conformity with this policy.

D. Premium Computation. The premium for this policy shall be based upon the rating basis set forth in the declarations and shall be computed by applying the rate set forth in the declarations to each unit of exposure generated by the insured during the policy period. The advance premium is based upon the estimated exposures for the policy period as stated in the declarations. Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the computed earned premium is more than the advance premium paid, the named insured shall immediately pay the excess to the company; if less, the company shall return the difference to the named insured; but the company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

E. Assistance and Co-operation. The company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured; but the company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the company. In such event the insured and the company shall cooperate fully.

F. Loss Expense. Loss expense includes loss expenses and legal expenses incurred by the insured with the consent of the company in the investigation or defense of claims, including court costs and interest. Salaries and expenses of the insured's employees shall not be considered as part of the above expenses. Expenses thus paid by the company shall be a part of the limit of liability stated in Declaration 6.

Declarations | **Excess Insurance Policy**

POLICY NUMBER
522 047909

DATE ISSUED 2-15-85 mvb	**RENEWAL OR REPLACEMENT OF** NEW

Item 1. NAMED INSURED & ADDRESS

ASH GROVE CEMENT CO.
P. O. Box 25900
Overland Park, KS 66225

2. POLICY PERIOD: POLICY COVERS FROM 1-1-85 TO 12-31-85
12:01 a.m. Standard Time at the Named Insured's address stated above.

3. COVERAGE IS PROVIDED BY COMPANY CHECKED

- US ☒ **UNITED STATES FIRE INSURANCE COMPANY**
- ☐ **THE NORTH RIVER INSURANCE COMPANY**
- ☐ **WESTCHESTER FIRE INSURANCE COMPANY**
- ☐ **INTERNATIONAL INSURANCE COMPANY**

REPRESENTATIVE:

Agent or Broker: EMETT & CHANDLER
7-0972746
Office Address: 2000 Johnson Dr-Suite 200
Town, State & Zip: Mission Woods, KS 66205

4. PREMIUM IS PAYABLE

$ 15,000. in advance adjustable at a rate of Flat Charge per _____
annual exposure estimated at: _____

$ 15,000. annual minimum premium

5. UNDERLYING INSURANCE:

See Schedule A - Schedule of Underlying Insurance, FM101.0.350(7-80)

6. LIMIT OF LIABILITY $10,000,000. Each Occurrence/$10,000,000. in the Aggregate whenapplicable Personal Injury, or Bodily Injury, or Property Damage or Employers Liability in excess of Underlying Insurance as provided by policies listed in Item 5.

FM101.0.302(2-82), FM101.0.350(7-80), FM101.0.229 #1, #2, FM101.0.216

Countersigned by _____
AUTHORIZED REPRESENTATIVE

FM 101.0.303 (9-79) printed (3-80)

SCHEDULE A — SCHEDULE OF UNDERLYING INSURANCE

TYPE OF POLICY	APPLICABLE LIMITS	INSURER, POLICY NO., POLICY TERM
UMBRELLA EXCESS OF PRIMARY U.S.F. & G.	$5,000,000. Each Occurrence $5,000,000. Aggregate	Integrity Ins. Co. 1SX118318 X 12-31-85
EXCESS OF $5,000,000. UMBRELLA INTEGRITY INS. CO.	$10,000,000. Each Occurrence $10,000,000. Aggregate	Transit Cas. Co.

UNITED STATES FIRE INSURANCE COMPANY
THE NORTH RIVER INSURANCE COMPANY
WESTCHESTER FIRE INSURANCE COMPANY
INTERNATIONAL INSURANCE COMPANY

#1

Effective 1-1-85 this endorsement is attached to and forms a part of Policy Number 522-04 79 09-7 issued to ASH GROVE CEMENT CO.

Item 1. NAMED INSURED:

1. ASH GROVE CEMENT CO.
2. UNION QUARRIES, INC.
3. FORDYCE CONCRETE CO., INC.
4. CEDAR CREEK INVESTMENT CO.
5. CEDAR CREEK PROPERTIES, INC.
6. LIME TRANSPORT CO.
7. MATERIAL TRANSPORT CO.
8. CHEMICAL SEALING CORP. A/K/A CHEMESCO A/K/A INTERCOASTAL CORP.
9. AGGCRETE, INC.
10. SUBSURFACE DEVELOPMENT CO.
11. BATESCO QUARRIES, DIVISION OF ASH GROVE CEMENT CO.
12. AGROCK QUARRIES, DIVISION OF ASH GROVE CEMENT CO.
13. SCENIC VENTURE (JOINT VENTURE)
14. WINCHESTER VENTURE (JOINT VENTURE)
15. CENTURY CONCRETE CO., INC.
16. ASH GROVE CEMENT WEST, INC.
17. ARCHIVES RECORDS, INC.
18. DATA RETRIVAL SERVICES, INC.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

FM. 101.0.229 (10-80)

UNITED STATES FIRE INSURANCE COMPANY
THE NORTH RIVER INSURANCE COMPANY
WESTCHESTER FIRE INSURANCE COMPANY
INTERNATIONAL INSURANCE COMPANY

#2

Effective 1-1-85 this endorsement is attached to and forms a part of Policy Number 522-04 79 09-7 issued to ASH GROVE CEMENT CO.

CONTAMINATION AND POLLUTION

It is agreed this policy shall not apply to liability 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.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

FM. 101.0.229 (10-80)

Crum and Forster
organizations

STATE OF KANSAS
AMENDATORY ENDORSEMENT
EXCESS INSURANCE POLICY

It is agreed that with respect to insurance afforded in the State of Kansas:

1. Condition **C.** Loss Payable is amended to read as follows;
   C. Loss Payable. Liability of the Company shall not attach until the insured's liability shall have been made certain by final judgment against the insured after actual trial, or by written agreement of the insured, the claimant, and the company.
2. The following amendments with respect to insurance afforded in the State of Kansas are provided with the understanding and agreement by the insured that maintenance of underlying insurance was and is material to the acceptance of this risk and to the hazards assumed by the company, and;
   1. the word "warranted" wherever used by this policy is deleted and replaced by the word "agreed".
   2. the word "warranties" wherever used in this policy is deleted and replaced by the word "agreements".

All other terms and conditions of this policy remain unchanged.

_____
Authorized Representative

FM.101.0.216 (12-83)

SAB
ITH EXCESS
ABRELIA
OLICY

☒ UNITED STATES FIRE INSURANCE COMPANY
☐ THE NORTH RIVER INSURANCE COMPANY
☐ WESTCHESTER FIRE INSURANCE COMPANY
☐ INTERNATIONAL INSURANCE COMPANY

Additional Premium Due: $ 1890.

Return Premium Due: _____

#3

Issued to: ASH GROVE CEMENT CO. (Insured) Policy Number: 522-047909-7

Effective 9-30-85 (Date) this endorsement is hereby attached to and made a part of the policy noted above.

AMENDATORY DECLARATIONS

It is agreed that the Declarations of this policy are amended as designated with an "X".

Item 1 ☒ **NAMED INSURED** amended to include:

21. Arkansas Cement Corporation
22. Quickrete Materials, Inc.

☐ **POLICY PERIOD** amended to: Policy covers from _____ to _____

☐ **LIMIT OF LIABILITY** amended to:

(A)

(B)

(C)

Item 4 ☒ **PREMIUM** amended to:

$ 1890. in advance adjustable at a rate of FLAT CHARGE per _____

annual exposure estimated at: _____

$ 25,830. annual minimum premium

All other terms and conditions of this policy remain unchanged.
10-18-85 crg x-12-85 KC
Emmet & Chandler, Mission Woods, KS

Jasper M. Marino mo
Authorized Representative

FM 101.0.187 (6-84)

G. Notice of Occurrence. Upon the happening of an occurrence reasonably likely to involve the company hereunder, written notice shall be given as soon as practicable to the company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time.

The insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun, the insured, when requested by the company, shall forward to it each paper thereon, or a copy thereof, received by the insured or the insured's representatives, together with copies of reports of investigations made by the insured with respect to such claim proceedings.

H. Appeals. In the event the insured or the insured's underlying insurer elects not to appeal a judgment which exceeds the underlying insurance, the company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidential thereto, but in no event shall the liability of the company for excess loss exceed the amount set forth in Declaration 6.

I. Subrogation. In the event of payment under this policy, the company will participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery against any person or organization liable therefor. Recoveries shall be applied first to reimbuse any interest (including the insured) that may have paid any amount, with respect to liability in excess of the limit of the company's liability hereunder, then to reimburse the company up to the amount paid hereunder, and lastly to reimburse such interests (including the insured), to whom this insurance is excess as are entitled to claim the residue, if any. Such expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

J. Cancellation. this policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents, or by mailing to the company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

Premium adjustment shall be made by the company either at the time cancellation is effected or as soon as practicable thereafter. The check of the company or its representative, mailed or delivered, shall be sufficient tender of any refund due the named insured.

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

K. Other Insurance. If other valid and collectible insurance is available to the insured which covers a loss also covered by this policy, other than insurance that is specifically purchased as being in excess of this policy, this policy shall operate in excess of, and not contribute with, such other insurance.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a Declarations page countersigned by a duly authorized representative of the company.

Secretary

President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that:

I. This policy does not apply:

(a) to injury, sickness, disease, death, destruction or loss

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 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 its 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) to injury, sickness, disease, death, destruction or loss 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 injury, sickness, disease, death, destruction or loss 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 injury to or destruction of or loss of property at such nuclear facility;

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 (1) or (2) thereof;

"nuclear facility" means

1. any nuclear reactor,
2. any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste.
3. any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

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

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

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

All other terms and conditions of this policy remain unchanged.

a134

FM 101.1.302 (2-82)

UMBRELLA LIABILITY POLICY

A STOCK COMPANY

No. XS 81 58 87

NEW
RENEWAL OF NUMBER

HOUSTON GENERAL INSURANCE COMPANY

P. O. Box 230 Fort Worth, Texas 76101

TRANSFERRED

DECLARATIONS

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)
Ash Grove Cement Company (See End. #1)
1000 Tenmain Center
Kansas City, Missouri 64105

Item 2. Policy Period: (Mo. Day Yr.)
From 1-1-76 to 1-1-79
12:01 A.M., standard time at the address of the **named insured** as stated herein.

MARSH & McLENNAN
Tel. 816/221-4422
127 W. 10th St., Kansas City, Missouri 64105

3. Premium: → $ 21,600.00 (See HU 13126)

7200 per yr.
BK
2/6/76

4. Retained limit: → $ 10,000.00

5. Occurrence Limit: → $ 4,000,000.00

6. Aggregate Limit: → $ 4,000,000.00

7. Schedule of Underlying Insurance Policies

(SEE SCHEDULE ATTACHED)

Form Numbers of Endorsements Forming Part of Policy at Issue:
HU13105, HU13119, HU13126, HU13120, End. #1, Schedule A (1), (2), (3)

5. During the past year no insurer has canceled insurance issued to the named insured similar to that afforded hereunder, unless otherwise stated herein:
January 14, 1976/dlp

Houston General Underwriters, Agency

Form No. U-1315
Ptd. 6-1-75

Countersigned by David N. Hogue Authorized Agent

THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE

(A stock insurance company, herein called the company)

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

INSURING AGREEMENTS

I. Coverage: The company will indemnify the *insured* for all sums which the *insured* shall become legally obligated to pay as damages and expenses, all as hereinafter defined as included within the term *ultimate net loss*, by reason of liability.

(a) imposed upon the *insured* by law, or

(b) assumed by the *named insured*, or by any officer, director, stockholder or employee thereof while acting within the scope of his duties as such, under any contract or agreement other than liability assumed with respect to *occurrences* taking place prior to the time such contract or agreement became effective.

because of

(i) *personal injury* caused by, or

(ii) *property damage* caused by, or

(iii) *advertising liability* arising out of

an *occurrence* which takes place during the policy period anywhere in the world.

II. Underlying Limit — Retained Limit: The company shall be liable only for *ultimate net loss* resulting from any one *occurrence* in excess of either

(a) the amounts of the applicable limits of liability of the underlying insurance as stated in the Schedule of Underlying Insurance Policies less the amount, if any, by which any aggregate limit of such insurance has been reduced by payment of loss, hereinafter called the *underlying limit*, or

(b) if the insurance afforded by such underlying insurance is inapplicable to the *occurrence*, the amount stated in the declarations as the *retained limit*.

The limits of liability of any underlying insurance policy shall be deemed applicable irrespective of any defense which the underlying insurer may assert because of the *insured's* failure to comply with any condition of the policy subsequent to an *occurrence*.

III: Limits of Liability: Regardless of the number of persons and organizations who are *insureds* under this policy and regardless of the number of claims made and suits brought against any or all *insureds*, the total limit of the company's liability for *ultimate net loss* resulting from any one *occurrence* shall be the occurrence limit stated in the declarations; provided, however, that the company's liability shall be further limited to the amount stated as the aggregate limit in the declarations with respect to all *ultimate net loss* caused by one or more occurrences during each annual period while this policy is in force commencing from its effective date and arising out of either (1) *products — completed operations liability*, or (2) occupational diseases of employees of *insureds*, such limit applying separately to (1) and (2).

IV. Definition of Insured: The unqualified word "insured" includes the *named insured* and also

(a) any officer, director or stockholder of the *named insured* while acting within the scope of his duties as such, and, if the *named insured* is or includes a partnership, any partner thereof but only with respect to his liability as such;

(b) except with respect to the ownership, maintenance or use, including loading or unloading, of *automobiles* while away from premises owned by, rented to or controlled by the *named insured* or the ways immediately adjoining, or of *aircraft*, (1) any employee of the *named insured* while acting within the scope of his duties as such; or (2) any person or organization acting as agent with respect to real estate management for the *named insured*;

(c) with respect to any *automobile* owned by the *named insured* or hired for use by or on behalf of the *named insured*, any person while using such *automobile* and any person or organization legally responsible for the use thereof, provided its actual use is with the permission of the *named insured*, except

(1) any person or organization, or 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; or

(2) the owner or any lessee, other than the *named insured*, of a hired *automobile* or any agent or employee of such owner or lessee;

(d) with respect to any *aircraft* chartered with pilot by or on behalf of the *named insured*, any person using such *aircraft* and any person legally responsible for the use thereof, provided its actual use is with the permission of the *named insured*, except

(1) the owner, pilot or air crew thereof or any other person operating the *aircraft*; or

(2) any manufacturer of *aircraft*, engines or aviation accessories, or any aviation sales, service or repair organization or airport or hanger operator or any employee of any of them;

(e) any person or organization to whom or to which the *named insured* is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations performed by the *named insured* or facilities owned or used by the *named insured* and subject to the *underlying limit* applicable to the insurance for the *named insured* with respect to such operations or facilities;

(f) any other person or organization:

(1) named in the underlying insurance listed in the declarations as of the effective date of this policy.

(2) added to the underlying insurance during the currency of this policy if the ***named insured*** notifies the company within thirty days following the effective date of such addition to such underlying insurance. The company shall be entitled to an appropriate additional premium charge for any such addition.

The insurance afforded applies separately to each *insured* against whom claim is made or suit is brought, but the inclusion herein of more than one *insured* shall not operate to increase the limits of the company's liability.

V. Other Definitions: Wherever used in this policy:

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

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

1. Libel, slander or defamation;
2. Infringement of copyright or of title or of slogan;
3. Piracy or unfair competition or idea misappropriation under an implied contract;
4. Invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast but such liability shall not include liability arising out of:

(a) failure of performance of contract, other than the unauthorized appropriation of ideas based upon alleged breach of an implied contract;

(b) *personal injury* or *property damage*;

(c) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods or services sold, offered for sale or advertised;

(d) incorrect description or mistake in advertised price of goods or products sold, offered for sale or advertised.

"Automobile" means a land motor vehicle, trailer or semi-trailer.

"Occurrence" means an accident which takes place during the policy period, or that portion within the policy period of a continuous or repeated exposure to conditions, which causes *personal injury*, *property damage* or *advertising liability* neither expected nor intended by the *insured*.

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

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

"Personal Injury" means (1) bodily injury, sickness, disease, disability or shock, including death arising therefrom, or, if arising out of the foregoing, mental anguish and mental injury; (2) false arrest, false imprisonment, wrongful eviction, wrongful detention, or malicious prosecution; or (3) libel, slander, defamation of character, humiliation, or invasion of the rights of privacy,

unless arising out of advertising activities; and (4) racial or religious discrimination not committed by or at the direction of the *insured* or any executive officer, director or stockholder thereof, but only with respect to the liability other than fines and penalties imposed by law.

"Products — Completed Operations Liability" means liability arising out of

(a) the handling or use of, the existence of any condition in or a warranty of goods or products (including any container thereof, other than a vehicle) manufactured, sold, handled or distributed by the *named insured* or by others trading under its name, other than equipment rented to or located for use of others but not sold, if the *personal injury* or *property damage* occurs after the *named insured* has relinquished possession thereof to others; or

(b) operations, including operations performed on behalf of the *named insured*, if the *personal injury* or *property damage* occurs after such operations have been completed or abandoned and away from premises owned, rented, or controlled by the *named insured*; provided that operations which may require further service or maintenance work, or correction because improperly or defectively performed, but which are otherwise complete, shall be deemed completed; and provided further that the following shall not be deemed to be "operations" within the meaning of this paragraph; (1) pick-up and delivery, except from or onto a railroad car; (2) the maintenance of vehicles owned or used by or on behalf of the *insured*; or (3) the existence of tools, uninstalled equipment and abandoned or unused equipment. The word "operations" as used herein includes any act or omission in connection with operations performed by or on behalf of the *named insured* on premises owned, rented or controlled by the *named insured* or elsewhere, whether or not goods or products are involved in such operations.

"Property Damage" means injury to or destruction of tangible property, other than property owned by a *named insured*, and all loss resulting therefrom.

"Retained Limit" is the amount, stated as such in the declarations, of *ultimate net loss* resulting from any one *occurrence* if the insurance afforded by the underlying insurance is inapplicable to such *occurrence*.

"Ultimate Net Loss" means the total of the following sums arising with respect to each *occurrence* to which this policy applies:

(a) all sums which the *insured*, or any organization as his insurer, or both, become legally obligated to pay as damages, whether by reason of adjudication or settlement, because of *personal injury*, *property damage* or *advertising liability*; and

(b) all expenses incurred by the *insured* in the investigation, negotiation, settlement and defense of any claim or suit seeking such damages, excluding only the salaries of the *insured's* regular employees.

EXCLUSIONS

This policy does not apply:

(a) 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;

(b) to any employee as an *insured* with respect to *personal injury* to another employee of the same employer injured in the course of such employment, but this exclusion shall not apply to *personal injury* with respect to which insurance is afforded such *insured* by underlying insurance;

(c) to liability arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) a watercraft over 50 feet in length, if the *occurrence* takes place away from premises owned, rented or controlled by the *named insured*, or

(2) an *aircraft*,

if such watercraft or *aircraft* is owned or chartered without crew by or on behalf of the *named insured*; but this exclusion shall not apply to (a) liability arising out of operations performed by independent contractors, or (b) liability for *personal injury* to any employee of the *insured* arising out of and in the course of his employment by the *insured*;

(d) to *Property Damage* to

(1) goods or products (including any container thereof) manufactured, sold, handled or distributed by the *named insured*, or by others trading under his name, or premises alienated by the *named insured*, arising out of such goods, products or premises or any part of such goods, products or premises; or

(2) 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;

(e) to such part of any damages or expense which represents the cost of inspecting, repairing, replacing, removing, recovering, withdrawing from use or loss of use of, because of any known or suspected defect or deficiency therein, any

(1) goods or products or any part thereof (including any container) manufactured, sold, handled or distributed by the *named insured*, or by others trading under his name; or

(2) work completed by or for the *named insured*; or

other property of which such goods, products or work completed are a component part or ingredient;

(f) to *personal 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.

CONDITIONS

1. Application of Policy: This policy applies only to *occurrences* which take place during the policy period anywhere in the world.

2. Premium: The premium for this policy is stated in the declarations.

3. Inspection and Audit: The company shall be permitted to inspect the *insured's* premises, operations, and equipment and 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 bases or the subject matter of this insurance.

4. Notice of Occurence: Whenever it appears that an occurrence is likely to involve indemnity under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the *insured* and also reasonably obtainable information respecting the time, place and circumstances of the *occurrence*, the names and addresses of the injured and of available witnesses.

5. Assistance and Cooperation of the *Insured*: The *Insured* shall be responsible for the investigation, settlement or defense of any claim made or suit brought or proceeding instituted against the *insured* which no underlying insurer is obligated to defend. The *insured* shall use due diligence and prudence to settle all such claims and suits which in the exercise of sound judgment should be settled, provided, however, that the *insured* shall make no settlement for any sum in excess of the *retained limit* without the approval of the company.

The company shall have the right and shall be given the opportunity to associate with the *Insured* or its underlying insurers, or both, in the defense and control of any claim, suit or proceeding which involves or appears reasonably likely to involve the company and in which event the *insured*, such insurers and the company shall cooperate in all things in defense of such claim, suit or proceeding.

The *insured* shall cooperate with the underlying insurers as required by the terms of the underlying insurance and comply with all the terms and conditions thereof, and shall enforce any right of contribution or indemnity against any person or organization who may be liable to the *insured* because of *personal injury*, *property damage* or *advertising liability* with respect to which insurance is afforded under this policy or the underlying policies.

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

7. Loss Payable: The company's liability under this policy with respect to any occurrence shall not attach until the amount of the applicable *underlying limit* has been paid by or on behalf of the *insured*, or the amount of the *retained limit* has been paid by the *insured* on account of such occurrence. The *insured* shall make claim for any loss under this policy within 12 months after (a) the *insured* shall have paid *ultimate net loss* in excess of the *underlying limit* or *retained limit* with respect to any occurrence or (b) the *insured's* obligation to pay such amounts shall have been finally determined either by judgment against the *insured* after actual trial or by written agreement of the *insured*, the claimant and the company.

All losses covered by this policy shall be due and payable by the company within 30 days after they are respectively claimed and proven in accordance with the terms of this policy.

8. Bankruptcy or Insolvency: Bankruptcy or insolvency of the *insured* shall not relieve the company of any of its obligations hereunder.

9. Other Insurance: The insurance afforded by this policy shall be excess insurance over any other valid and collectible insurance available to the *insured*, whether or not described in the Schedule of Underlying Insurance Policies, (except insurance purchased to apply in excess of the sum of the *underlying limit* or *retained limit* and the limit of liability hereunder) and applicable to any part of *ultimate net loss*, whether such other insurance is stated to be primary, contributing, excess or contingent; provided that if such other insurance provides indemnity only in excess of a stated amount of liability per occurrence, the insurance afforded by this policy shall contribute therewith with respect to such part of *ultimate net loss* as is covered hereunder but the company shall not be liable for a greater proportion of such loss than the amount which should have been payable under this policy bears to the sum of said amount and the amounts which would have been payable under each other excess indemnity policy applicable to such loss, had each such policy been the only policy so applicable.

10. Subrogation: In the event of any payment under this policy, the company shall participate with the *insured* and any underlying insurer in the exercise of all the *insured's* rights of recovery against any person or organization liable therefor. Recoveries shall be applied first to reimburse any interest (including the *insured*) that may have paid any amount, with respect to liability in excess of the limit of the company's liability hereunder; then to reimburse the company up to the amount paid hereunder; and lastly to reimburse such interests (including the *insured*), of whom this insurance is excess, as are entitled to claim the residue, if any; but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

11. 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 rights 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 an authorized representative of the company.

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

13. Cancellation: This policy may be canceled 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 canceled by the company by mailing to the *named insured* first named in the declarations at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. 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 tables 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.

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

14. Maintenance of Underlying Insurance: Each policy described in the declarations shall be maintained in full effect during the currency of this policy, except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of *occurrences* taking place 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 failure, the company shall be liable only to the extent that it would have been liable had the *named insured* complied therewith.

Upon notice that any aggregate limit of liability under any policy of underlying insurance has been exhausted, the *named insured* shall immediately take all reasonable efforts to reinstate such limits.

The *named insured* shall give the company written notice as soon as practicable of any change in the scope of coverage or in the amount of limits of insurance under any underlying insurance, and of the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's liability.

15. Retention of *Retained Limit*: The *retained limit* shall be retained by the *insured* net for its own account.

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

In Witness Whereof, the company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company.

Brian E. Bamforth *Secretary*

Edwin B. Morris *President*

TRANSFERRED

MARSH & McLENNAN

Tel. 816/221-4422

127 W. 10th ST., KANSAS CITY, MISSOURI 64105

a 165

U.S.A.

NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)

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

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

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

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

This policy*

does not apply:—

I. Under any liability Coverage, to injury, sickness, disease, death or destruction
   (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
   (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
   (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
   (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
   (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:
"hazardous properties" include radioactive, toxic or explosive properties; **"nuclear material"** means source material, special nuclear material or byproduct material; **"source material"**, **special nuclear material"**, and **"byproduct material"** have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; **"spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; **"waste"** means any waste material, (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; **"nuclear facility"** means
   (a) any nuclear reactor,
   (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
   (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
   (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; **"nuclear reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word **"injury"** or **"destruction"** includes all forms of radioactive contamination of property.

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

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

ENDORSEMENT

EXCLUSION

(Contamination or Pollution)

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

SUPPLEMENTARY EXCLUSION

(Contamination or Pollution - Described Operations)

It is agreed that, if with respect to operations described in this endorsement, there is a discharge, dispersal, release or escape of oil or other petroleum substance or derivative (including any oil refuse or oil mixed with wastes) into or upon any watercourse or body of water, this policy does not apply to bodily injury or property damage arising out of such discharge, dispersal, release or escape whether or not sudden or accidental.

DESCRIPTION OF OPERATIONS

Gas Lease Operators - natural gas
Gasoline Recovery - from casing head or natural gas
Non-operating working interests
Oil or Gas Well Shooting
Oil or Gas Wells - acidizing
Oil or Gas Wells - cementing
Oil or Gas Wells - cleaning or swabbing - by contractors
Oil or Gas Wells - drilling or redrilling, installation or recovery of casing
Oil or Gas Wells - instrument logging or survey work in wells
Oil or Gas Wells - perforating of casing
Oil Lease Operators
Oil Pipe Lines - operation, including maintenance
Oil Rig or Derrick Erecting or Dismantling - wood or metal - including construction of foundations or structures or installation of equipment

This endorsement shall be effective only on and after 12:01 A. M. the.....day of....., 19..... standard time, and shall terminate with the policy.

This endorsement shall be subject to all other terms, provisions and conditions of the policy to which it is attached. and nothing herein contained shall vary, alter or extend any term, provision or condition of the policy except as herein specifically stated.

This endorsement, when countersigned by a duly Authorized Representative of the Company and attached to Policy No....., issued to..... by the shall be valid and form a part of said policy.

Countersigned at.....

this.....day of....., 19.....

By David N. Hogue

Authorized Representative.

HU-13119

ENDORSEMENT

CCC - EXCLUSION

THIS POLICY SHALL BE SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION:

This policy shall not apply to loss of or damage to or destruction of:

(a) property owned or occupied by or rented to any Insured hereunder,

(b) property used by any Insured hereunder, or

(c) property in the care, custody or control of any Insured hereunder or as to which any Insured hereunder is for any purpose exercising physical control.

This endorsement shall be effective only on and after 12:01 A. M. the.....day of....., 19..... standard time, and shall terminate with the policy.

This endorsement shall be subject to all other terms, provisions and conditions of the policy to which it is attached. and nothing herein contained shall vary, alter or extend any term, provision or condition of the policy except as herein specifically stated.

This endorsement, when countersigned by a duly Authorized Representative of the Company and attached to Policy No....., issued to..... by the HOUSTON GENERAL INSURANCE COMPANY shall be valid and form a part of said policy.

Countersigned at.....

this.....day of....., 19..... By David N. Hogue

Authorized Representative.

HU-13120

SCHEDULE A (3) Ash Grove, Plant Only

SCHEDULE OF UNDERLYING POLICIES

It is agreed by the Named Insured that for the term of this policy the underlying coverages and limits described below are deemed to be in force and written without special restrictive endorsements and on standard forms in general use, except where noted.

DESCRIPTION OF INSURANCE	LIMIT OF LIABILITY	
	Bodily Injury:	
Comprehensive General Liability, including: Personal Injury, Blanket Contractual, Products/Completed Operations	$ 100,000.00	Each Person
	$ 300,000.00	Each Occurrence
	$ 300,000.00	Aggregate
	Property Damage:	
	$ 100,000.00	Each Occurrence
	$ 100,000.00	Aggregate
	Bodily Injury:	
~~Comprehensive Automobile Liability, covering all owned, non-owned and hired automobiles.~~	$ - ,000.00	Each Person
	$ - ,000.00	Each Occurrence
	Property Damage:	
	$ - ,000.00	Each Occurrence
Statutory Workmen's Compensation, covering in all jurisdictions where insured has employees, including Employers Liability (Coverage B)	$ 300,000.00	Each Accident

SCHEDULE A (2) Ash Grove (other than plant)
Fordyce, Union Quarries, Material Tran
sport

SCHEDULE OF UNDERLYING POLICIES

It is agreed by the Named Insured that for the term of this policy the underlying coverages and limits described below are deemed to be in force and written without special restrictive endorsements and on standard forms in general use, except where noted.

DESCRIPTION OF INSURANCE	LIMIT OF LIABILITY	
Comprehensive General Liability, including: Personal Injury, Blanket Contractual, Products/Completed Operations	Bodily Injury:	
	$ - ,000.00	Each Person
	$500 ,000.00	Each Occurrence
	$500 ,000.00	Aggregate
	Property Damage:	
	$100 ,000.00	Each Occurrence
	$100 ,000.00	Aggregate
Comprehensive Automobile Liability, covering all owned, non-owned and hired automobiles.	Bodily Injury:	
	$250 ,000.00	Each Person
	$500 ,000.00	Each Occurrence
	Property Damage:	
	$100 ,000.00	Each Occurrence
Statutory Workmen's Compensation, covering in all jurisdictions where insured has employees, including Employers Liability (Coverage B)	$100 ,000.00	Each Accident

SCHEDULE A(1) Bates County Rock Division of Ash Grove

SCHEDULE OF UNDERLYING POLICIES

It is agreed by the Named Insured that for the term of this policy the underlying coverages and limits described below are deemed to be in force and written without special restrictive endorsements and on standard forms in general use, except where noted.

DESCRIPTION OF INSURANCE	LIMIT OF LIABILITY	
Comprehensive General Liability, including: Personal Injury, Blanket Contractual, Products/Completed Operations	Bodily Injury:	
	$ - ,000.00	Each Person
	$ 500 ,000.00	Each Occurrence
	$ 500 ,000.00	Aggregate
	Property Damage:	
	$ 100 ,000.00	Each Occurrence
	$ 250 ,000.00	Aggregate
Comprehensive Automobile Liability, covering all owned, non-owned and hired automobiles.	Bodily Injury:	
	$ 250 ,000.00	Each Person
	$ 500 ,000.00	Each Occurrence
	Property Damage:	
	$ 100 ,000.00	Each Occurrence
Statutory Workmen's Compensation, covering in all jurisdictions where insured has employees, including Employers Liability (Coverage B)	$ 100 ,000.00	Each Accident

ENDORSEMENT NO. 1

Attaching to and forming part of Certificate No. _____.

Assured: Ash Grove Cement Company

In consideration of the NIL premium below, it is agreed that:

The Named Insured shall read as follows:

Ash Grove Cement Company - Inc. Delaware
Fordyce Concrete, Inc. - Inc. Kansas (Also DBAS
Fordyce-Summit Concrete Company)
Union Quarries, Inc. - Inc. Missouri
Lime Transport Company - Inc. Missouri
Material Transport Company - Inc. Missouri
Chemical Sealing Corporation - Missouri
Cedar Creek Investment Company, Inc. - Inc. Kansas

Premium $ _____
State Tax _____
Total Due $ _____

Effective:

HOUSTON GENERAL UNDERWRITERS AGENCY

David N. Hogue
Authorized Representative

FORT WORTH, TEXAS
DATED:

HU-13100

ENDORSEMENT

It is understood and agreed that the premium for this policy is payable as follows:

Date Due	Amount
1-1-76	$7,200.00 Minimum & Deposit
1-1-77	$7,200.00 Minimum & Deposit
1-1-78	$7,200.00 Minimum & Deposit

It is also understood and agreed that the premium for this policy is adjustable annually at the rate of $.13 per $1,000.00 gross receipts

This endorsement shall be effective only on and after 12:01 A. M. the.....day of....., 19..... standard time, and shall terminate with the policy.

This endorsement shall be subject to all other terms, provisions and conditions of the policy to which it is attached. and nothing herein contained shall vary, alter or extend any term, provision or condition of the policy except as herein specifically stated.

This endorsement, when countersigned by a duly Authorized Representative of the Company and attached to Policy

No....., issued to.....
by the
shall be valid and form a part of said policy.

Countersigned at.....

this.....day of....., 19.....

By David N. Hogue
Authorized Representative.

HU-13126

NOTICE OF REINSTATEMENT

TO: Ash Grove Cement Company

1000 Termain Center

Kansas City, Missouri 64105

You are hereby given notice of the Reinstatement of Policy Number

XS 81 58 87

Issued to: Ash Grove Cement Company

and advised this policy is in full force and effect and that there has been no lapse of coverage.

DATE OF REINSTATEMENT 12/7 1976, HOUR OF REINSTATEMENT 12:01 A. M.

AGENT: Houston General Underwriters Agency

ADDRESS: P.O. Box 1869 Ft. Worth, Texas 76101

Houston General Insurance Company
(Company Name)

BY David H. Hogue
Dave Hogue

DATED: Ft. Worth (City) Texas (State) this 8th day

of December 19 76

AU-2000

BCR

NOTICE TO INSURED

NOTICE OF CANCELLATION

☒ HOUSTON-GENERAL INSURANCE CO.

P. O. BOX 230 FORT WORTH, TEXAS 76101

☐ TRADERS INDEMNITY CO.

☐ INSURORS INDEMNITY & INSURANCE CO.

Date November 30, 1976

Mailed From Ft. Worth

INSURED Name and Mailing Address	MORTGAGEE Name and Mailing Address
Ash Grove Cement Company 1000 Tenmain Center Kansas City, Missouri 64105	

Notice is hereby given that, in accordance with the printed conditions thereof, Policy No. XS 81 58 87

of Houston General Insurance Company, together with all forms

and endorsements attached thereto or made a part thereof, issued to Ash Grove Cement Company (INSURED)

by HOuston General Underwriters Agnecy (AGENT) Ft. Worth, Texas (TOWN and STATE)

is hereby cancelled, and all liability of Houston General Insurance Company,

under said policy will cease at and from 12:01* ~~XXX~~ A.M. Standard Time, 1/1, 19 77 without further

* whenever the effective hour stated in the policy is Noon Standard Time, the effective hour is changed to this hour.

notice. No claim for loss occurring thereafter will be paid by this Company.

If the policy be suspended, said suspension is not waived by this notice of cancellation.

If the premium has been paid, the excess of paid premium above the pro rata premium for the expired term, if not tendered herewith, will be refunded as soon as practicable. If the premium has not been paid, a bill for the premium earned to the time of cancellation will be forwarded in due course.

By: Dave Hogue
Authorized Representative
Dave Hogue

ENDORSEMENT NO. 3

Attaching to and forming part of Certificate No. XS 81 58 87.

Assured: Ash Grove Cement Company

In consideration of the NIL premium below, it is agreed that:

The above policy should be amended to read as follows:

Schedule A (3) - Schedule of Underlying Policies - reference to Comprehensive General Liability is deleted hereunder and added to Schedule A(2).

Workmen's Compensation, etc., is changed to read as follows on Schedule A(3):

Kansas	$300,000.00 Each Accident
Nebraska & Missouri	$450,000.00 Each Accident

All other terms and conditions remain unchanged.

DK
7/20/77

Premium $ NIL
State Tax
Total Due $ NIL

Effective: February 22, 1977

HOUSTON GENERAL UNDERWRITERS AGENCY

David N. Dogue

Authorized Representative

FORT WORTH, TEXAS
DATED: 2-23-77

HU-13100

GENERAL CHANGE ENDORSEMENT NO. 3

Effective on 1-1-77 12:01 A.M. Standard Time
Attaching to and forming part of Policy No. XS 81 58 87
Issued to Ash Grove Cement, etal
By **Houston General Insurance Company**
In consideration of the _____ premium below, it is agreed that the Policy Declarations are amended as indicated by (X):

_____ Item 1 — Named Insured amended to read:

_____ Item 1 — Named Insured amended to include:

_____ Item 1 — Address amended to read:

_____ Item 2 — Policy period amended to read From: _____ TO: _____

_____ Item 3 — Premium Computation to read:

XXX Items 5 & 6 — Limit of Liability as respects coverage 1 (a), 1 (b) (and in the aggregate where applicable) is amended to read: $ 2,000,000.00

_____ Item 7 — Schedule (A) (B) is amended to read:

X The remaining installments are amended to read:

1-1-77	$6,000.00
1-1-78	$6,000.00

The rate is now $.11 per $1,000 receipts.

Accepted by: B. R. Raines, V-Pr Treas. 12/1/76
Name and Title

All other terms and conditions of this policy remain unchanged.

Premium $ _____
State Tax _____
Total Due $ _____

Fort Worth, Texas
Dated:

Houston General Underwriters Agency
David N. Dogue
Authorized Representative

HU-13113

ENDORSEMENT NO. 4

Attaching to and forming part of Certificate No. XS 81 58 87

Assured: Ash Grove Cement Company

In consideration of the NIL premium below, it is agreed that:

The above policy should be amended to read as follows:

Schedule A (3) = Schedule of Underlying Policies - reference to Comprehensive General Liability is deleted hereunder and added to Schedule A(2).

Workmen's Compensation, etc., is changed to read as follows on Schedule A(3):

Kansas	$500,000.00 Each Accident
Nebraska & Missouri	$700,000.00 Each Accident

All other terms and conditions remain unchanged.

Premium $ NIL
State Tax
Total Due $ NIL

Effective: March 7, 1977

HOUSTON GENERAL UNDERWRITERS AGENCY

David N. Hogue
Authorized Representative

FORT WORTH, TEXAS
DATED: 3-9-77

HU-13100

ENDORSEMENT

This endorsement, effective 12:01 A.M. , forms a part of
policy No. XS 81 58 87 issued to ASH CEMENT COMPANY, INC. and CHEMICAL SEALING CORPORATION
by HOUSTON GENERAL INSURANCE COMPANY

For clarification of Insuring Agrement (e) of the policy, it is agreed that the following are included as an Additional Named Insured, only as respects operations of the named insured located at CHEMSECO at North Branch, Allegany County, Cumberland, Maryland.

ADDITIONAL NAMED INSURED

1. County Commissioner of Allegany County
   P.O. Box 1439
   Cumberland, Maryland 21502

2. Maryland Industrial Development Financing Authority
   401 E. Pratt S. - Suite 2244
   Baltimore, Maryland 21202

3. First National Bank & Trust of Western Maryland
   Cumberland, Maryland 21502

Houston General Underwriters Agency

Authorized Representative

By: Marsh & McLennan, Incorporated

ENDORSEMENT

Attaching to and forming part of Policy/Certificate No. XS 81 58 87.

Insured: Ash Grove Cement Co., Inc.

In consideration of the nil premium below, it is agreed that:

As respects to Ash Grove Plant only the Limits under Workmens Compensation (Coverage B) should be $100,000.00 each accident.

Premium $
State Tax
Total Due $

Effective: 2/8/78

ENDORSEMENT NO. 5

FORT WORTH, TEXAS
DATED: 3/1/78

HOUSTON GENERAL UNDERWRITERS AGENCY

David M. Hogue
Authorized Representative

rm
HU-13100 a (10-77)

ENDORSEMENT

Attaching to and forming part of Policy/Certificate No. XS 81 58 87.

Insured: Ash Grove Cement Co., Inc.

In consideration of the Nil premium below, it is agreed that:

The effective date shown on endorsement #5 is amended to be 1-1-78 in lieu of 2-8-78.

Premium $_____

State Tax _____

Total Due $_____

Effective: 1-1-78

ENDORSEMENT NO. 6

FORT WORTH, TEXAS

DATED: 7-26-78 pjs

HOUSTON GENERAL UNDERWRITERS AGENCY

David M. Hogue

Authorized Representative

HU-13100 a (10-77)

ORIGINAL

DECLARATIONS
UMBRELLA LIABILITY

POLICY NO. 500 09 40

LEXINGTON INSURANCE COMPANY
25 NEW CHARDON STREET
BOSTON, MASSACHUSETTS

A CAPITAL STOCK COMPANY

National Union Insurance Companies

ITEM 1.

Name of Insured: Ash Grove Cement Co. etal
(See attached Named Insured)

Address (Street, Town, State): Ten Main Center
Kansas City, MO

This Declaration page, with policy provisions and endorsements, if any, issued to form a part thereof, completes the above numbered Umbrella Liability Policy.

ITEM 2. POLICY PERIOD

From: 1/1/79 To: 1/1/80

(12:01 A.M. Standard Time at the address of the Insured stated above)

ITEM 3. LIMIT OF LIABILITY

The limit of the Company's liability shall be as stated herein subject to all the terms of this policy having reference thereto

(A) $ 4,000,000. Single Limit any one occurrence Personal Injury or Property Damage or Advertising Liability or any combination thereof.

in excess of

(1) the amount recoverable under the underlying insurance as set out in the attached Schedule A.

or

(2) $ 10,000. ultimate net loss in respect of each occurrence not covered by said underlying insurance.

(B) $ 4,000,000. in the aggregate for each annual period in accordance with Insuring Agreement III.

ITEM 4. PREMIUM COMPUTATION

Rating Basis	Estimated Exposure	Rate	Estimated Premium
per $1,000. sales		.509	$36,000. Minimum & Deposit

Deposit Premium	Minimum Premium	Audit Period
$	$	

Date of Issue 1/25/79 km

Countersigned by AUTHORIZED REPRESENTATIVE Paul Foster
(Licensed Resident Agent)

PRODUCTS HAZARD

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

PROPERTY DAMAGE

The term **property damage** wherever used herein 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.

ULTIMATE NET LOSS

Means the amount of the principal sum, award or verdict, actually paid or payable in cash in the settlement or satisfaction of claims for which the **insured** is liable, either by adjudication or compromise with the written consent of the company, after making proper deduction for all recoveries and salvages.

NUCLEAR ENERGY LIABILITY EXCLUSION

This Policy does not apply:

(a) to **personal injury** or **property damage**

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

(2) resulting from the **hazardous properties** of **nuclear material** and with respect of 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) to **personal injury** or **property damage** resulting from the **hazardous properties** of **nuclear material** if

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

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

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

(c) 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, 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** included within the definition of **nuclear facility** under paragraph (1) and (2) thereof;

nuclear facility means

(1) any **nuclear reactor,**

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

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

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

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

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

Irwin S. Markowitz
Secretary

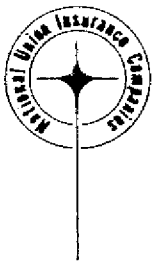
Lawrence E. Stern
President

DECLARATIONS
UMBRELLA LIABILITY

POLICY NO. 500 09 40

LEXINGTON INSURANCE COMPANY
25 NEW CHARDON STREET
BOSTON, MASSACHUSETTS

A CAPITAL STOCK COMPANY



ITEM 1.

Name of Insured: Ash Grove Cement Co. etal
(See attached Named Insured)

Address (Street, Town, State): Ten Main Center
Kansas City, MO

This Declaration page, with policy provisions and endorsements, if any, issued to form a part thereof, completes the above numbered Umbrella Liability Policy.

ITEM 2. POLICY PERIOD

From: 1/1/79 To: 1/1/80

(12:01 A.M. Standard Time at the address of the Insured stated above)

ITEM 3. LIMIT OF LIABILITY

The limit of the Company's liability shall be as stated herein subject to all the terms of this policy having reference thereto

(A) $ 4,000,000. Single Limit any one occurrence Personal Injury or Property Damage or Advertising Liability or any combination thereof.

in excess of

(1) the amount recoverable under the underlying insurance as set out in the attached Schedule A.

or

(2) $ 10,000. ultimate net loss in respect of each occurrence not covered by said underlying insurance.

(B) $ 4,000,000. in the aggregate for each annual period in accordance with Insuring Agreement III.

ITEM 4. PREMIUM COMPUTATION

Rating Basis	Estimated Exposure	Rate	Estimated Premium
per $1,000. sales		.509	$36,000. Minimum & Deposit

Deposit Premium	Minimum Premium	Audit Period
$	$	

Date of Issue 1/25/79 km

Countersigned by AUTHORIZED REPRESENTATIVE Paul Foster
(Licensed Resident Agent)

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that:

I. This policy does not apply:

(a) under Coverage I (a) and I (b), to injury, sickness, disease, death, destruction or loss

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 its 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 Coverage I (a) and I (b), to injury, sickness, disease, death, destruction or loss 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 injury, sickness, disease, death, destruction or loss 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 injury to or destruction of or loss of property at such nuclear facility;

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 (1) or (2) thereof;

"nuclear facility" means

1. any nuclear reactor,
2. any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packing waste,
3. any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

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

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

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

All other terms and conditions of this policy remain unchanged.

a165

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Dealers)

SOUND RECEIVING AND TRANSMITTING EQUIPMENT EXCLUDED

It is agreed that the following exclusion is added:

"This insurance does not apply to loss 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 or antennas. This exclusion does not apply to loss to any of this equipment if installed in a **covered automobile** which is:

1. owned by a police or fire department; or
2. equipped as an emergency vehicle and owned by a municipality, county, state or the federal government or by any political subdivision or agency of any of these; or
3. equipped as an emergency vehicle and owned by a volunteer fire department, volunteer rescue squad or volunteer ambulance corps operations."

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Dealers)

AMENDMENT OF POLICY PROVISIONS—KANSAS

It is agreed that, with respect to **covered automobiles** registered or principally garaged in Kansas:

1. Paragraph (a) of the "Named Insured's Duties in Event of Loss" Condition is amended to read:

   "(a) use every reasonable means to protect the **covered automobile** (whether or not this insurance applies to the **loss**) from further **loss**; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;"

2. The term "30 days" is substituted for "60 days" in the "Appraisal" Condition.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

COVERAGE PART: **PERSONAL INJURY LIABILITY INSURANCE**

Forming a part of Policy

No. 1CC B45600

Schedule

Coverage	Limits of Liability	Advance Premiums
P. **Personal Injury Liability** @ 15%	SCHEDULE	
	ASH GROVE	1365.
The insurance afforded is only with respect to **personal injury** arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.	LIME TRANSPORT	15.
	FORDYCE	75.
	UNION QUARRIES	39.
	CHEMICAL SEALING	89.
Groups of Offenses	INTERCOSTAL	46.
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	$ 500 ,000 aggregate	$
B. Libel, Slander, Defamation or Violation of Right of Privacy		$
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy		$

Insured's Participation NIL % Minimum Premium $ 58. **Total Advance Premium** $ 1629.

☒ Enter an "X" if Exclusion (c) does not apply.

Endorsement Nos.

I COVERAGE P—PERSONAL INJURY LIABILITY

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

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

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

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

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

Exclusions

This insurance does not apply:

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

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

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

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

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

II PERSONS INSURED

Each of the following is an **Insured** under this insurance to the extent set forth below.

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

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

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

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

III LIMITS OF LIABILITY; INSURED'S PARTICIPATION

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

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

IV ADDITIONAL DEFINITION

When used in reference to this insurance:

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

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to
Insurance Against Uninsured Motorists

MISSOURI AMENDMENT

It is agreed that:

1. The term "**uninsured highway vehicle**" is changed to "uninsured motor vehicle".
2. (a) The amount payable hereunder shall not be subject to reduction because of any expenses for medical services paid or payable under the medical payments coverage of the policy;

   (b) that part of the "Limits of Liability" provision pertaining to such a reduction is amended accordingly.
3. The first paragraph of the Condition entitled "Other Insurance" is replaced by the following:

   Other Insurance

   With respect to **bodily injury** to an **insured** while **occupying** a **highway vehicle** not owned by the **named insured**, this insurance shall apply only as excess insurance over any similar insurance available to such **insured** and applicable to such vehicle as primary insurance.
4. The **insured** shall not be required to arbitrate disputed claims under this insurance.

This endorsement, from its effective date, forms a part of the policy described below issued by the Company named therein.

End. No.	End. Effective Date	Co.	B.O.	Agency Code	Policy Number	Named Insured

(The spaces above are to be completed only if this endorsement is issued subsequent to the issuance of the policy.)

William F. Spliedt
Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Williford Gragg
President

Countersigned by L. C. Rhea
Authorized Representative

Casualty CP 0483 (2-75) PRINTED IN U.S.A.

UNITED STATES FIDELITY AND GUARANTY COMPANY

FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

BALTIMORE, MARYLAND

DESCRIPTION OF TERMS USED AS PREMIUM BASES

When used as a premium basis:

1. Comprehensive General; Owners', Landlords' and Tenants'—**"admissions"** means the total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

2. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'—**"cost"** mean the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

3. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants'—**"receipts"** means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;

4. Comprehensive General; Manufacturers' and Contractors'; Owners', Landlords' and Tenants' which includes coverage for structural alterations, new construction and demolition operations—**"remuneration"** means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

5. Comprehensive General—**"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;

6. Garage Insurance—**"remuneration"** means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the Named Insured, subject to an average weekly maximum of $100, and (b) the remuneration of each Class B person at a fixed amount of $2,000 per annum with respect to Dealer Risks (Hazard 1) or $5,200 per annum with respect to Non-Dealer Risks (Hazard 2).

   "Class A" means all clerical office employees

   "Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an automobile owned by the Named Insured; and all salesmen, general managers, service managers and chauffeurs

   "Class C" means all other employees.

The stock insurance company named in the declarations (herein called the Company), in consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the Named Insured as follows:

DEFINITIONS

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;

"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;

"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.

NUCLEAR ENERGY LIABILITY EXCLUSION

(Applicable to all coverages except Comprehensive Personal, Farmer's Comprehensive Personal, and Family Automobile)

I. This policy does not apply:

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

(1) with respect to which an **Insured** under 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 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 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.

In Witness Whereof, the Company has caused this policy to be signed by its President and its Secretary at Baltimore, Maryland, and countersigned by a duly authorized representative.

UNITED STATES FIDELITY AND GUARANTY COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

William F. Spliedt
Secretary

Willford Gragg
President

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SUPPLEMENTARY PAYMENTS

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

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

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

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

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

CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy signed by an 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 scope of his duties as such, and (2) with respect to the property of the **Named Insured,** to the person having proper temporary custody thereof, as **Insured,** but only until the appointment and qualification of the legal representative.

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

11. Cancelation This policy may be canceled 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 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 time of surrender or the effective date 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.

A Member Company
of
American International Group, Inc.

COMMERCIAL LIABILITY
UMBRELLA POLICY

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA
A CAPITAL STOCK COMPANY INCORPORATED 1794
Philadelphia, Pa.

(Executive Offices)
70 Pine Street, New York, N.Y. 10270

A Capital Stock Company

In consideration of the payment of the premium, and in reliance upon the statements in the Declarations made a part hereof and subject to the limits of liability, exclusions, conditions and other terms of this policy, the Company agrees with the insured named in the Declarations as follows:

INSURING AGREEMENTS

I. **COVERAGE**. To pay on behalf of the Insured that portion of the ultimate net loss in excess of the retained limit as hereinafter defined, which the Insured shall become legally obligated to pay as damages for liability imposed upon the Insured by law, or liability assumed by the Insured under contract because of (i) personal injury, (ii) property damage, or (iii) advertising liability, as defined herein caused by an occurrence.

II. **DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS**. (The provisions of this Insuring Agreement apply solely to occurrences covered under this policy but not covered by any underlying policies listed in the Schedule of Underlying Insurance or any other underlying insurance providing coverage to the Insured, whether collectible or not. This Insuring Agreement shall also apply to occurrences not covered by any underlying insurance due to exhaustion of any aggregate limits by reason of any losses paid thereunder.)

The Company shall:

(a) defend any suit against the Insured alleging liability insured under the provisions of this policy and seeking recovery for damages on account thereof even if such suit is groundless, false or fraudulent, but the Company shall have the right to make such investigation and 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 applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation 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 entry of judgment until the Company has paid, tendered or deposited in court that part of the judgment as does not exceed the limit of the Company's liability thereon;

(c) reimburse the Insured for all reasonable expenses incurred at the Company's request, (including actual loss of wages or salary, but not loss of other income, not to exceed $75 per day) because of his attendance at hearings or trials at such request.

The Company agrees to pay the amounts incurred under this Insurance Agreement II, except in settlement of claims and suits, in addition to the limit of liability stated in the Declarations, and such defense and supplementary payments shall not be included as part of the ultimate net loss, as defined in the policy.

The Insured shall promptly reimburse the Company (excepting Defense Costs) for any amount of ultimate net loss paid on behalf of the Insured within the retained limit specified in Item 3(A-2) of the Declarations.

Insuring Agreement I and II shall cease to apply after the applicable limits of the Company's liability has been exhausted by payment of judgments or settlements.

LIMIT OF LIABILITY — RETAINED LIMIT

(A) The Company shall be liable only for that portion of the ultimate net loss excess of the Insured's retained limit defined as either:

(1) the total of the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance hereof, and the applicable limits of any other underlying insurance providing coverage to the insured; or

(2) the amount stated in Item 3(A-2) of the Declarations as the result of any one occurrence not covered by such underlying policies or insurance;

and then up to an amount not exceeding the amount as stated in Item 3(A) of the Declarations as the result of any one occurrence.

(B) In the event of reduction or exhaustion of the aggregate limits of liability under underlying insurance by reason of losses paid thereunder during this policy period, this policy shall, subject to its terms and conditions and the limit of liability stated in Items 3(A) and 3(B) of the Declarations:

(1) in the event of reductions, pay excess of the reduced underlying insurance, or

(2) in the event of exhaustion of the limits of liability, continue in force as underlying insurance.

(C) There is no limit to the number of occurrences during the policy period for which claims may be made, except that the Company's total limit of liability arising out of the Products Hazard or the Completed Operations Hazard or both combined shall not exceed the amount stated in Item 3 (B) of the Declarations as respects all occurrences during each annual period commencing with the effective or anniversary date of this policy.

In those cases where the underlying insurance listed in the Schedule of Underlying Insurance Policies contains coverage(s), which are subject to an Aggregate Limit of Liability for all insured damages, the Company's liability shall likewise be limited to the amount stated in Item 3(B) of the Declarations with respect to all occurrences during each annual period while this policy is in force commencing from its effective date. The umbrella policy aggregate limit, so amended, shall apply separately to each underlying insurance coverage which carries an aggregate limit in the policy of underlying insurance.

(D) For the purpose of determining the limit of the Company's liability, all personal 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. With respect to Advertising Liability, all damages involving the same injurious material or act, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants shall be deemed to arise out of one occurrence.

EXCLUSIONS

This policy shall not apply:

(A) to any obligation for which the Insured or any carrier as his insurer may be held liable under any Worker's Compensation, Occupational Disease, Unemployment Compensation, or Disability Benefits Law, or under any similar law;

(B) to any obligation which the Insured may be liable under any "no fault benefits" or "uninsured motorists" law;

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

(i) a delay in or lack of performance by or on behalf of the Insured of any contract or agreement, or

(ii) the failure of the Insured's products or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness or durability warranted or represented by the 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 Insured's products or work performed by or on behalf of the 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:

(i) the Insured's products arising out of such products or any part of such products;

(ii) work performed by or on behalf of the Insured arising out of the work or any portion thereof, or out of material, parts or equipment furnished in connection therewith;

(iii) property owned by the Insured;

(iv) aircraft or watercraft rented to, used by or in the care, custody or control of the Insured;

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

(F) to Personal Injury or Property Damage arising out of the ownership, maintenance, operation, use, loading or unloading of:

(i) any watercraft, except to the extent that coverage is provided by a policy listed in the Schedule of Underlying Insurance; or

(ii) any aircraft owned by the Insured or rented to the Insured without a crew.

(G) to liability of any employee with respect to Personal Injury to another employee of the same employer injured in the course of such employment unless insurance therefore is provided by a policy listed in the Schedule of Underlying Insurance and then not for broader coverage than is afforded to such employee by that policy;

(H) under Advertising Liability to claims made against the Insured;

(i) for failure of performance of contract;

committed or alleged to have been committed during the policy period in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities.

(E) PRODUCTS HAZARD includes Personal Injury and Property Damage arising out of the Insured's products or reliance upon a representation or warranty with respect thereto, but only if the Personal Injury or Property Damage occurs away from premises owned by or rented to the Insured and after physical possession has been relinquished to others.

(F) INSURED'S PRODUCTS means goods or products manufactured, sold, handled or distributed by the Insured or by others trading under his name, including any container thereof (other than a vehicle), but 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.

(G) COMPLETED OPERATIONS HAZARD includes Personal Injury and Property Damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the Personal Injury or Property Damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured. "Operations" include materials, parts or equipment furnished in connection therewith.

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

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

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

(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 sub-contractor 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 Personal Injury or Property Damage arising out of:

(1) operations in connection with the transportation of property, unless the Personal Injury or Property Damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,

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

(H) OCCURRENCE - With respect to Personal Injury and Property Damage, the term "Occurrence" means an event, including continuous or repeated exposure to conditions, which result in Personal Injury or Property Damage during the policy period, neither expected nor intended from the standpoint of the Insured. All Personal Injury or Property Damage arising out of the continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

(I) ULTIMATE NET LOSS - Except as provided in Insuring Agreement II, "Defense", the term "Ultimate Net Loss" shall mean the total sum which the Insured, or any company as its insurer, or both become obligated to pay by reason of personal injury, property damage, or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical, and funeral charges and all sums paid or payable as salaries, wages, compensation, fees, charges, interest, expenses for doctors, nurses, and investigators and other persons, and for settlement, adjustment, investigation and defense of claims and excluding only the salaries of the Insured or any of the underlying Insurer's permanent employees.

The Company shall not be liable for expenses as aforesaid when such are covered by underlying policies of insurance whether collectible or not.

CONDITIONS

1. **Premium.** The premium for this policy is a flat premium and is not subject to adjustment except that additional premiums may be required for any additional insureds as outlined in Definition (A) "Persons Insured", as provided in Condition 13 "Cancellation", or if this policy is subject to audit adjustment, the premium may be based upon the rating basis as set forth in the Declarations during the policy period. Upon expiration of this policy or its termination during the policy period, or at the end of each policy year, the earned premium shall be computed as specified herein. If the earned premium is more than the advance premium paid, the Insured shall promptly pay the excess to the Company; if less, the Company shall return to the Insured the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve (12) months of the policy period, and subject further to the policy minimum premium as stated in the Declarations.

2. **Prior Insurance and Non-Cumulation of Liability.** It is agreed, that if any loss is also covered in whole or in part under any other excess policy issued to the Insured prior to the inception date hereof, the Company's limit of liability as stated in Item 3 of the Declarations shall be reduced by any amounts due the Insured on account of any such loss under such prior insurance.

3. **Severability of Interest.** In the event of claims being made by reason of Personal Injuries, Property Damage or Advertising Liability suffered by one Insured herein for which another Insured herein is or may be liable, 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 herein. Nothing contained herein shall operate to increase the Company's limit of liability as set forth in the Limit of Liability section.

4. **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 immediate notice shall be sent to the Company.

5. **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 and extensions thereof and within three (3) years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

6. **Maintenance of Underlying Insurance.** The policy or policies referred to in the attached "Schedule of Underlying Insurances", and any renewal or replacement thereof, not more restrictive, shall be maintained by the Insured in full effect during the currency of this policy without alteration of terms or conditions except for any reduction of the aggregate limit or limits contained therein solely by payment of claims. Failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Company shall only be liable to the same extent as it would have been had the Insured so maintained such policy or policies.

7. **Assistance and Cooperation.** Except as provided by Insuring Agreement II, Defense, the Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceedings instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurer, or both, in the defense and control of any claim, suit or proceeding relative to any Occurrence where the claim or suit involves, or appears reasonably likely to involve the Company, in which event the Insured, the underlying insurers and the Company shall cooperate in all things in the defense of such claim, suit or proceeding.

8. **Appeals.** In the event the Insured or the Insured's underlying insurer(s) elects 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 incidental thereto, but in no event shall the liability of the Company, for the ultimate net loss, exceed the amount set forth in Item 3(A) of the Declarations for any one Occurrence plus the cost and expense of such appeal.

9. **Other Insurance.** If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered hereunder, this insurance shall be excess of, and shall not contribute with such other insurance. Excess insurance over the Limits of Liability expressed in this policy is permitted without prejudice to this insurance and the existence of such insurance shall not reduce any liability under this policy.

10. **Application of Salvages — Subrogation.** All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company, provided always that nothing in this clause shall be construed or mean that losses under this insurance are not recoverable until the Insured's ultimate net loss has been finally ascertained. Inasmuch as this policy is "Excess Coverage", the Insured's right of recovery against any person or other entity cannot always be exclusively subrogated to the Company. It is therefore understood and agreed that in case of any payment hereunder, the Company shall 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 shall then 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 excess are entitled to claim the residue, if any. Expense 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.

11. **Changes.** Notice to or knowledge possessed by any person shall not affect a waiver or change in any part of this policy or stop the Company from asserting any rights 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 an authorized representative of the Company.

12. **Assignment.** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Insured's legal representative as Insured; 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.

13. **Cancellation.** This policy may be cancelled by the Insured by surrender thereof to the Company or any of its authorized agents, or by mailing to the Company or any of its authorized agents, written notice stating when thereafter such cancellation shall be effective. The policy may be cancelled by the Company by mailing to the Insured at the address shown in Item 1 of the Declarations, written notice stating when, not less than thirty (30) days thereafter, ten (10) days with respect to cancellation for non-payment of premium, such cancellation shall be effective. Proof of 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 Insured or by the Company shall be equivalent to mailing. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table procedure. If the Company cancels, earned premium shall be computed pro rata. In the event of such cancellation, the earned premium shall in no case be less than the annual minimum premium stated in the Declarations, subject to the policy minimum premium also stated in the Declarations.

    Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the Company or its representative mailed or delivered, shall be sufficient tender of any refund due the Insured.

    If this policy insures more than one Insured, cancellation may be effected by the first of such Insureds for the account of all Insureds: the notice of cancellation by the Company to such first Insured shall be notice to all Insureds. Payment of any unearned premium to such first Insured shall be for the account of all interests in such payment.

(ii) for infringement of trade-mark or trade name;

(iii) for incorrect description of any article or commodity;

(iv) for mistake in advertised prices;

(I) (a) under Coverages 1 (i) and 1 (ii) to injury, sickness, disease, death or destruction:

(i) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability-Property 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

(ii) 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.

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

(c) under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:

(i) 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 dispenses therefrom;

(ii) 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

(iii) 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, operating or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions of Canada, this exclusion (iii) applies only to injury to or destruction of property at such nuclear facility;

(d) as used in this policy:

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

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

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

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

— "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (i) or (ii) thereof;

— "Nuclear Facility" means:

(i) any nuclear reactor,

(ii) 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 wastes,

(iii) 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,

(iv) any structure, basin, excavation, premises or place prepared or used for 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;

(J) 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;

(K) 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 nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

POLICY TERRITORY

(A) This policy applies to personal injury, property damage or advertising liability occurring anywhere in the world.

DEFINITIONS

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

(A) PERSONS INSURED means each of the following to the extent set forth below:

(a) (1) the Named Insured stated in Item 1 of the Declarations and any companies that are subsidiaries or owned or controlled by said Named Insured on the inception date of the policy;

(2) any additional companies that become subsidiaries or owned or controlled companies of said Named Insured providing notice is given to the Company within thirty (30) days thereof;

(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, however, if the Named Insured is a partnership, this policy does not apply to an automobile owned by or registered in the named of a partner thereof. This policy does not apply to Personal Injury, Property Damage or Advertising Liability 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. 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;

(c) any person, organization, trustee or estate to whom or to which the Named Insured is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations by or on behalf of the Named Insured or to the facilities of or used by the Named Insured;

(d) subject to the terms and conditions of this policy, any additional Insured included in the underlying insurance, but only to the extent that insurance is available to such additional Insured under such underlying insurance;

(e) except with respect to ownership, maintenance or use including loading or unloading of any automobiles or aircraft, any partner, executive, officer, director, stockholder 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;

(f) any person while using any automobile owned by the Named Insured or any automobile loaned to the Named Insured or hired for use in behalf of the Named Insured and any person legally responsible for the use thereof provided the actual use thereof is with the permission of the Named Insured, and any executive officer, director or stockholder of the Named Insured with respect to the use of an automobile or watercraft not owned by the Named Insured in the business of the Named Insured. The insurance with respect to any person or organization other than the Named Insured does not apply under this division (f):

(1) to any person or organization, 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;

(2) with respect to any automobile hired by or loaned to the Named Insured, to the owner or lessee thereof other than the Named Insured, or to any agent or employee of such owner or lessee;

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Company's limit of liability.

(B) PERSONAL INJURY shall mean:

(a) bodily injury, sickness, disease, including death anytime resulting therefrom, shock, fright, mental anguish and mental injury;

(b) false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution and humiliation;

(c) libel, slander, defamation of character or invasion of right of privacy unless arising out of Advertising Liability;

and

(d) assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property;

which occurs during the policy period.

(C) PROPERTY DAMAGE shall mean (1) physical injury to or destruction of tangible property, which occurs during the policy period, including 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.

(D) ADVERTISING LIABILITY shall mean liability for damage because of:

(a) unintentional Libel, Slander or Defamation of Character;

(b) infringement of copyright or title or of slogan;

(c) piracy or unfair competition or idea misappropriation under an implied contract;

(d) invasion of the rights of privacy,

14. **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.

15. **First Named Insured.** The first Named Insured in Item 1 of the Declarations, shall be responsible for payment of all premiums, and shall act on behalf of all other Insureds with respect to the giving and receiving of notice of cancellation and the receipt of any return premium, that may become payable under this policy.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Elizabeth M. Tuck

Secretary

President

DECLARATIONS
UMBRELLA LIABILITY

POLICY NO. 4693-7525
UML

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

(Executive Offices)
70 Pine Street, New York, N.Y. 10270

ITEM 1.
Name of Insured

Address (Street, Town State)

ASH GROVE CEMENT COMPANY, ET AL
(AS PER ENDORSEMENT NO. 1)
8900 INDIAN CREEK PARKWAY
OVERLAND PARK, KANSAS 66225

A Member Company of American International Group, Inc.
C.V. STARR & CO.
Underwriting Managers

This Declaration page, with policy provisions and endorsements, if any, issued to form a part thereof, completes the above numbered Umbrella Liability Policy.

ITEM 2. Policy Period

From: OCTOBER 1, 1993 **To:** OCTOBER 1, 1994

(12:01) A.M. Standard Time at the address of the Insured stated above)

ITEM 3. Limit of Liability

The limit of the Company's liability shall be as stated herein subject to all the terms of this policy having reference thereto

(A) $ 15,000,000. Single Limit any one occurrence Personal Injury or Property Damage or Advertising Liability or any combination thereof.

in excess of

(1) the amount recoverable under the underlying insurance as set out in the attached Schedule A.

or

(2) $ 25,000. ultimate net loss in respect of each occurrence not covered by said underlying insurance.

(B) $ 15,000,000. in the aggregate for the policy period or each annual period in accordance with the "Limit of Liability—Retained Limit" Section of the policy.

ITEM 4. Premium Computation

Rating Basis	Estimated Exposure	Rate	Estimated Premium
----------	----------	FLAT	$200,000.

Deposit Premium	Minimum Premium	Audit Period
$ 200,000.	$ 200,000.	NONE

Producer: (Name and Address)

LANGAN & ASSOCIATES
10 SOUTH RIVERSIDE PLAZA
CHICAGO, ILLINOIS 60606

Date of Issue 11-5-93
BG/sg

Countersigned by _____ (Licensed Resident Agent)

29667 (1/90)

INSUREDS

ENDORSEMENT FO
MOTOR CARR R POLICIES OF INSURANCE FOR PU C LIABILITY
UNDER SECTION 18 OF THE BUS REGULATORY REFORM ACT OF 1982

Form Approved
OMB No. 2125-0518

issued to ASH GROVE CEMENT COMPANY, ET AL of OVERLAND PARK, KANSAS

Dated at CHICAGO this 5TH day of NOVEMBER, 19 93

Amending Policy No. 4693-7525 Effective Date OCTOBER 1, 1993

Name of Insurance Company INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Countersigned by _____
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "☒", for the limits shown:

☐ This insurance is primary and the company shall not be liable for amounts in excess of $ _____ for each accident.

☒ This insurance is excess and the company shall not be liable for amounts in excess of $ 15,000,000 for each accident in excess of the underlying limit of $ 1,000,000 for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC) the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is: _____

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in Public Liability which the insured neither expected nor intended.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

MOTOR CARRIER means for-hire carrier of pasengers by motor vehicle.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury or property damage.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a for-hire motor carrier of passengers, with Section 18 of the Bus Regulatory Reform Act of 1982 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Section 18 of the Bus Regulatory and Reform Act of 1982 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Bus Regulatory Reform Act of 1982 requires limits of financial responsibility according to vehicle seating capacity. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.
THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.
The limits shown in the schedule are for information purposes only.

Form MCS-90B

(Over)

ENDORSEMENT NO.

SCHEDULE OF UNDERLYING

TYPE OF COVERAGE	LIMITS OF LIABILITY
GENERAL LIABILITY COMPANY: GENESIS INS. CO. EFFECTIVE: 10-1-93/94	(OTHER THAN PRODUCTS) $1,000,000 EACH OCCURRENCE $2,000,000 AGGREGATE EXCESS OF $250,000 EACH AND EVERY OCCURRENCE SIR (PRODUCTS) $1,000,000 EACH OCCURRENCE $2,000,000 AGGREGATE EXCESS OF $250,000 EACH AND EVERY OCCURRENCE SIR/EXCEPT WITH RESPECTS P.I./ADVERTISING LIABILITY $250,000 SIR EACH AND EVERY CLAIM
AS RESPECTS SHADOW GLEN GOLF CLUB COMPANY: ST. PAUL FIRE & MARINE POLICY NO. CK08002274 EFFECTIVE: 6-1-93/94	$1,000,000 EACH OCCURRENCE $2,000,000 GENERAL AGGREGATE $2,000,000 PRODUCTS AGGREGATE $2,000,000 TOTAL LIMIT LIQUOR LIABILITY $1,000,000 LIMIT PER PERSON $1,000,000 EMPLOYEE BENEFITS LIABILITY $3,000,000. AGGREGATE
AS RESPECTS CONCRETE COMPANY OF SPRINGFIELD, INC.; CONCO QUARRIES, INC.; D/B/A CHRISTIAN COUNTY CONCRETE CO.; CONCRETE COMPANY OF THE OZARKS AND AMERICAN CLEANING AND MAINTENANCE ENTERPRISES, INC. COMPANY: TRANSCONTINENTAL INSURANCE POLICY NO. 006763649 EFFECTIVE: 5-1-93/94	$1,000,000 EACH OCCURRENCE $2,000,000 GENERAL AGGREGATE $1,000,000 PRODUCTS AGGREGATE
TYPE OF COVERAGE	
AUTOMOBILE LIABILITY ALL STATES OTHER THAN TEXAS COMPANY: CONTINENTAL CASUALTY EFFECTIVE: 10-1-93/94	$1,000,000 COMBINED SINGLE LIMIT SUBJECT TO $2,500 DEDUCTIBLE
TEXAS AUTO COMPANY: CONTINENTAL CASUALTY EFFECTIVE: 10-1-93/94	$1,000,000 COMBINED SINGLE LIMIT

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

42775 8/85

ORIGINAL

ENDORSEMENT NO.
SCHEDULE OF UNDERLYING

AUTOMOBILE LIABILITY (CONTINUED)

AS RESPECTS CONCRETE COMPANY OF SPRINGFIELD, INC.; CONCO QUARRIES, INC.; D/B/A CHRISTIAN COUNTY CONCRETE CO.; CONCRETE COMPANY OF THE OZARKS COMPANY: TRANSPORTATION INSURANCE CO. POLICY NO. BUA306763650 EFFECTIVE: 5-1-93/94	$1,000,000 COMBINED SINGLE LIMIT
AS RESPECTS AMERICAN CLEANING & MAINTENANCE ENTEPRISES, INC. COMPANY: NORTHLAND INSURANCE CO. POLICY NO. T214517 EFFECTIVE: 5-1-93/94	$1,000,000 COMBINED SINGLE LIMIT
AS RESPECTS SHADOW GLEN GOLF CLUB COMPANY: ST. PAUL FIRE & MARINE POLICY NO. CK08002274 EFFECTIVE: 6-1-93/94	HIRED & NON-OWNED $1,000,000 COMBINED SINGLE LIMIT

TYPE OF COVERAGE

EMPLOYERS LIABILITY COMPANY: CIGNA POLICY NO. WOCC34441066 EFFECTIVE: 1-1-93/94	500/500/500
COMPANY: UTAH STATE FUND EFFECTIVE: 10-31-93/94	100/100/500
COMPANY: IDAHO STATE FUND POLICY NO. 518654 EFFECTIVE: 1-1-93/94	100/100/500
COMPANY: USF & G POLICY NO. 0115956930 EFFECTIVE: 1-4-93/94	500/500/500
COMPANY: LIBERTY MUTUAL INS. CO. POLICY NO. WC1351261764013 EFFECTIVE: 1-5-93/94	500/500/500
COMPANY: STATE INSURANCE FUND POLICY NO. 00468769-93-1 EFFECTIVE: 1-9-93/94	500/500/500

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

42775 8/85

ORIGINAL

SCHEDULE OF UNDERLYING

EMPLOYERS LIABILITY (CONTINUED)

TEXAS ASSIGNED RISK COMPANY: AMERICAN CASUALTY CO. POLICY NO. WC500275175 EFFECTIVE: 4-6-93/94	500/500/500
COMPANY: LOUISIANA WORKERS' COMP. CORP. POLICY NO. 7228 EFFECTIVE: 1-1-93/94	500/500/500
AS RESPECTS SHADOW GLEN GOLF CLUB COMPANY: ST. PAUL FIRE & MARINE POLICY NO. WV08003688-02 EFFECTIVE: 6-1-93/94	100/100/100
AS RESPECTS CONCRETE COMPANY OF SPRINGFIELD, INC.; CONCO QUARRIES, INC.; D/B/A CHRISTIAN COUNTY CONCRETE CO.; CONCRETE COMPANY OF THE OZARKS COMPANY: MIDWEST EMPLOYERS CASUALTY CO. EFFECTIVE: 9-24-92/93	500/500/500

TYPE OF COVERAGE

MISCELLANEOUS LIABILITY NON-OWNED AIRCRAFT COMPANY: ASSOCIATED AVIATION POLICY NO. 65BN0352579 EFFECTIVE: 2-2-93/94	$1,000,000 EACH OCCURRENCE
WHARFINGERS LIABILITY COMPANY: MOAC POLICY NO. HC801774 EFFECTIVE: 12-31-92/93	$1,000,000 LIMIT
YACHT POLICY COMPANY: MOAC POLICY NO. YC304904 EFFECTIVE: 12-15-92/93	$1,000,000. COMBINED SINGLE LIMIT

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. ~~4693-7525~~

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Issued to:

ASH GROVE CEMENT COMPANY, ET AL

C.V. STARR & CO.
Underwriting Managers

Dated: 11-5-93

By

42775 8/85

ORIGINAL

ENDORSEMENT NO. 1

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED IS COMPLETED TO READ AS FOLLOWS:

ASH GROVE CEMENT COMPANY
AMERICAN CLEANING AND MAINTENANCE ENTERPRISES, INC.
ASH GROVE MATERIALS CORPORATION
BATESCO QUARRIES DIVISION
CSC SUBSIDIARY CORPORATION
CEDAR CREEK COMMUNITY SERVICES CORPORATION
CEDAR CREEK PROPERTIES, INC.
CEDAR CREEK REALTY, INC.
CEDAR CREEK VILLAGE I ASSOCIATION, INC.
CENTURY CONCRETE, INC.
CENTURY READY MIX, INC. DBA CENTURY CONCRETE
CONCO QUARRIES, INC.
CONCRETE COMPANY OF THE OZARKS
CONCRETE COMPANY OF SPRINGFIELD
FORDYCE CONCRETE COMPANY, INC.
MATERIALS PACKAGING, INC.
MATERIAL TRANSPORT COMPANY
MID-CONTINENT MATERIALS, INC. DBA CHRISTIAN COUNTY CONCRETE CO.
QUIKRETE MATERIALS, INC.
SCENIC VENTURE (JOINT VENTURE)
SHADOW GLEN GOLF CLUB
SHAMROCK AGGREGATES, INC.
SUBSURFACE DEVELOPMENT CO.
TACOMA STEEL COMPANY
THE VINTON CORPORATION
UNION QUARRIES, INC.
WINCHESTER VENTURES II (JOINT VENTURE)

AND ALL SUBSIDIARY, AFFILIATED OR ASSOCIATED COMPANIES, CORPORATIONS, FIRMS OR ORGANIZATIONS AS HAVE BEEN, MAY NOW OR HEREAFTER BE CONSTITUTED FOR WHICH THE NAMED INSURED HAS THE RESPONSIBILITY OF PLACING INSURANCE AND FOR WHICH COVERAGE IS NOT OTHERWISE MORE SPECIFICALLY PROVIDED.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #1

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

42775 8/85

ORIGINAL

AMENDMENT OF POLICY JACKET

IN CONSIDERATION OF THE PREMIUM PAID, IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING TERMS ARE HEREBY DELETED FROM POLICY JACKET 29666-12/91

1) INSURING AGREEMENTS - ITEMS I AND II

2) LIMIT OF LIABILITY - RETAINED LIMITS

3) DEFINITIONS - (I) ULTIMATE NET LOSS

AND THE FOLLOWING IS SUBSTITUTED IN LIEU THEREOF:

INSURING AGREEMENTS

I. COVERAGE. TO PAY ON BEHALF OF THE INSURED THAT PORTION OF THE ULTIMATE NET LOSS IN EXCESS OF THE RETAINED LIMIT AS HEREINAFTER DEFINED, WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES TO THIRD PARTIES FOR LIABILITY IMPOSED UPON THE INSURED BY LAW, OR LIABILITY ASSUMED BY THE INSURED UNDER CONTRACT BECAUSE OF (i) PERSONAL INJURY, (ii) PROPERTY DAMAGE, OR (iii) ADVERTISING LIABILITY AS DEFINED HEREIN, CAUSED BY AN OCCURRENCE AS DEFINED AND/OR RESTRICTED IN THIS POLICY.

II. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS:

SHOULD APPLICABLE UNDERLYING INSURANCE(S) BECOME EXHAUSTED BY PAYMENT OF COVERED CLAIMS, THIS INSURANCE WILL CONTINUE IN FORCE AS UNDERLYING INSURANCE AND SHALL DEFEND ANY SUIT ARISING OUT OF A COVERED OCCURRENCE. AS RESPECTS OCCURRENCES NOT COVERED UNDER THE UNDERLYING INSURANCE(S), BUT COVERED BY THIS POLICY, THE COMPANY SHALL LIKEWISE DEFEND ANY SUIT, EVEN IF THE SUIT IS GROUNDLESS, FALSE OR FRAUDULENT, AND WILL MAKE INDEMNITY PAYMENTS, INCLUDING THE INSURED'S RETAINED LIMIT. THE INSURED SHALL PROMPTLY REIMBURSE THE COMPANY FOR ANY AMOUNT OF INDEMNITY OR EXPENSES PAID ON BEHALF OF THE INSURED WITHIN THE RETAINED LIMIT SPECIFIED IN ITEM 3(A-2) OF THE DECLARATIONS. THE SELF INSURED RETENTION APPLIES SEPARATELY TO EACH AND EVERY OCCURRENCE.

IN ADDITION, THE COMPANY SHALL HAVE THE RIGHT TO INVESTIGATE, NEGOTIATE AND SETTLE ANY CLAIM OR SUIT AS IT MAY DEEM EXPEDIENT. COST INCURRED (EXCEPT THOSE INCURRED BY INSURED'S EMPLOYEES OR CORPORATE COUNSEL) SHALL BE INCLUDED IN THE RETAINED LIMIT STATED IN ITEM 3(A-2) OF THE DECLARATIONS. HOWEVER, PREMIUM ON APPEAL BONDS AS WELL

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #2

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

42775 8/85

ORIGINAL

AMENDMENT OF POLICY JACKET (CON'T.)

AS ANY PRE OR POST JUDGEMENT INTEREST SHALL BE PRO-RATED TO THE LIMIT OF LIABILITY. THE COMPANY IS WITHOUT ANY OBLIGATION TO APPLY FOR OR FURNISH APPEAL BONDS.

ALL REASONABLE EXPENSES PAID BY THE INSURED AT THE COMPANY'S REQUEST SHALL BE REIMBURSED. REIMBURSEMENT FOR THE ATTENDANCE AT HEARINGS OR TRIAL SHALL NOT EXCESS $100. PER DAY; SUCH EXPENSES ARE LIMITED TO WAGES AND SALARIES ONLY.

EXCEPT FOR EXHAUSTION OF UNDERLYING LIMITS BY PAYMENT OF COVERED CLAIMS, AND OCCURRENCES NOT COVERED BY THE UNDERLYING POLICIES, BUT COVERED BY THIS POLICY, THE COMPANY SHALL NOT BE CALLED UPON TO INVESTIGATE OR DEFEND ANY SUIT BROUGHT AGAINST THE INSURED, BUT THE COMPANY SHALL HAVE THE OPTION TO ASSOCIATE IN THE INVESTIGATION AND/OR DEFENSE OF SUITS COVERED UNDER THIS POLICY.

INSURING AGREEMENTS I AND II CEASE TO APPLY AFTER THE APPLICABLE LIMITS OF THE COMPANY'S LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF JUDGEMENTS OR SETTLEMENTS.

LIMIT OF LIABILITY - RETAINED LIMIT

(A) THE COMPANY SHALL BE LIABLE ONLY FOR THAT PORTION OF THE ULTIMATE NET LOSS, EXCESS OF THE INSURED'S RETAINED LIMIT DEFINED AS EITHER:

(1) THE TOTAL OF THE APPLICABLE LIMITS OF THE UNDERLYING POLICIES LISTED ON THE SCHEDULE OF UNDERYLING INSURANCE HEREOF AND THE APPLICABLE LIMITS OF ANY OTHER UNDERLYING INSURANCE PROVIDING COVERAGE TO THE INSURED; OR

(2) THE AMOUNT STATED IN ITEM 3(A-2) OF THE DECLARATIONS AS THE RESULT OF ANY ONE OCCURRENCE NOT COVERED BY SUCH UNDERLYING POLICIES OR INSURANCE:

AND THEN UP TO AN AMOUNT NOT EXCEEDING THE AMOUNT AS STATED IN 3(A) OF THE DECLARATIONS AS THE RESULT OF ANY ONE OCCURRENCE, SUBJECT TO A LIMIT AS STATED IN ITEM 3(B) OF THE DECLARATIONS IN THE AGGREGATE FOR EACH ANNUAL PERIOD DURING THE CURRENCY OF THIS POLICY, APPLYING SEPARATELY TO EACH UNDERLYING INSURANCE COVERAGE WHICH CARRIES AN AGGREGATE LIMIT IN THE POLICY OF UNDERLYING INSURANCE.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #2

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

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Underwriting Managers

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ORIGINAL

AMENDMENT OF POLICY JACKET (CON'T.)

(B) IN THE EVENT OF REDUCTION OR EXHAUSTION OF THE AGGREGATE LIMITS OF LIABILITY UNDER SAID UNDERLYING INSURANCES BY REASON OF LOSSES PAID THEREUNDER, THIS POLICY SHALL, SUBJECT TO ITS TERMS AND CONDITIONS AND THE LIMIT OF LIABILITY STATED IN ITEMS 3(A) AND 3(B) OF THE DECLARATIONS:

(1) IN THE EVENT OF REDUCTIONS, PAY THE EXCESS OF THE REDUCED UNDERLYING INSURANCE, OR

(2) IN THE EVENT OF EXHAUSTION OF THE LIMITS OF LIABILITY, CONTINUE IN FORCE AS UNDERLYING INSURANCE.

(C) THE INCLUSION OR ADDITION HEREUNDER OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE LIMITS OF THE COMPANY'S LIABILITY.

(D) THE AGGREGATE LIMITS OF THE UNDERLYING INSURANCE WILL ONLY BE REDUCED OR EXHAUSTED BY PAYMENT OF DAMAGES FOR OCCURRENCES THAT WOULD BE INSURED BY THIS POLICY.

(E) THE LIMIT OF THIS POLICY SHALL NOT APPLY BY REASON OF UNDERLYING LIMITS WHICH ARE NOT AVAILABLE, OR BECAUSE OF THE BANKRUPTCY, INSOLVENCY OR OTHERWISE INABILITY OF UNDERLYING CARRIER(S) TO PAY. IN CASE OF BANKRUPTCY, INSOLVENCY OR OTHERWISE INABILITY OF UNDERLYING CARRIER(S) TO PAY, THIS POLICY, IN THE EVENT OF SUCH FAILURE SHALL ONLY BE LIABLE TO THE SAME EXTENT AS IT WOULD HAVE BEEN HAD UNDERLYING LIMITS EXISTED.

DEFINITIONS

(I) ULTIMATE NET LOSS. THE WORDS "ULTIMATE NET LOSS" SHALL BE UNDERSTOOD TO MEAN THE AMOUNT PAYABLE IN SETTLEMENT OF THE LIABILITY OF THE INSURED AFTER MAKING DEDUCTIONS FOR ALL RECOVERIES FOR OTHER VALID AND COLLECTIBLE INSURANCES, EXCEPTING HOWEVER THE POLICY(IES) OF THE PRIMARY INSURER(S), AND SHALL EXCLUDE ALL COSTS, WHICH ARE PAID BY THE COMPANY IN ADDITION TO ULTIMATE NET LOSS.

(J) COSTS. THE WORD "COSTS" SHALL BE UNDERSTOOD TO MEAN ANY EXPENSES INCURRED FOR THE ADJUSTMENT OF THE CLAIM INCLUDING, BUT NOT LIMITED TO, DEFENSE EXPENSES, INVESTIGATION EXPENSES, AND ALL EXPENSES DESCRIBED IN INSURING AGREEMENT II.

(K) THIRD-PARTY. THE WORDS "THIRD-PARTY" SHALL BE UNDERSTOOD TO MEAN A PARTY OTHER THAN THE "PERSONS INSURED" AS DEFINED IN THE POLICY. HOWEVER, IT IS FURTHER UNDERSTOOD THAT "THIRD-PARTY" SHALL INCLUDE ANY ADDITIONAL INSURED.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #2

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

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ORIGINAL

AMENDMENT OF POLICY JACKET (CON'T.)

(L) UNDERLYING INSURANCE. THE WORDS "UNDERLYING INSURANCE" SHALL BE UNDERSTOOD TO MEAN ALL UNDERLYING INSURANCE OVER WHICH THIS POLICY IS WRITTEN, WHETHER OR NOT DECLARED IN THE SCHEDULE OF UNDERLYING INSURANCE OF THIS POLICY.

EXCEPT FOR WHAT IS WRITTEN HERETOFORE, THE REMAINDER OF THOSE PROVISIONS OF THE POLICY NOT AFFECTED REMAIN IN FULL FORCE AND EFFECT.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #2

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

42775 8/85

ORIGINAL

PERSONAL INJURY AND ADVERTISING LIABILITY
LIMITATION ENDORSEMENT

I. IN CONSIDERATION OF THE PREMIUM PAID, IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING ITEMS ARE HEREBY DELETED FROM POLICY JACKET 29666-12/91:

1) DEFINITIONS, ITEM (B), PERSONAL INJURY;
2) DEFINITIONS, ITEM (D), ADVERTISING LIABILITY;

AND THE FOLLOWING IS SUBSTITUTED IN LIEU THEREOF:

DEFINITIONS

(B) PERSONAL INJURY SHALL MEAN:

(a) BODILY INJURY, SICKNESS OR DISEASE SUSTAINED BY A PERSON, INCLUDING DEATH RESULTING FROM ANY OF THESE AT ANY TIME;

(b) FALSE ARREST, DETENTION OR IMPRISONMENT;

(c) MALICIOUS PROSECUTION;

(d) THE WRONGFUL EVICTION FROM, WRONGFUL ENTRY INTO, OR INVASION OF THE RIGHT OF PRIVATE OCCUPANCY OF A ROOM, DWELLING OR PREMISES THAT A PERSON OCCUPIED BY OR ON BEHALF OF ITS OWNER, LANDLORD OR LESSOR;

(e) ORAL OR WRITTEN PUBLICATION OF MATERIAL THAT SLANDERS OR LIBELS A PERSON OR ORGANIZATION OR DISPARAGES A PERSON'S OR ORGANIZATION'S GOODS, PRODUCTS OR SERVICES; OR

(f) ORAL OR WRITTEN PUBLICATION OF MATERIAL THAT VIOLATES A PERSON'S RIGHT OF PRIVACY;

(g) ASSAULT AND BATTERY RESULTING FROM THE USE OF REASONABLE FORCE COMMITTED BY OR AT THE DIRECTION OF THE INSURED SOLELY FOR THE PURPOSE OF PREVENTING OR ELIMINATING DANGER TO PERSONS OR PROPERTY;

WHICH OCCURS DURING THE POLICY PERIOD.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #3

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

42775 8/85

ORIGINAL

PERSONAL INJURY AND ADVERTISING LIABILITY
LIMITATION ENDORSEMENT (CON'T.)

(D) ADVERTISING LIABILITY SHALL MEAN LIABILITY ARISING OUT OF ONE OR MORE OF THE FOLLOWING OFFENSES COMMITTED DURING THE POLICY PERIOD OCCURRING IN THE COURSE OF THE NAMED INSURED'S ADVERTISING ACTIVITIES:

(a) ORAL OR WRITTEN PUBLICATION OF MATERIAL THAT SLANDERS OR LIBELS A PERSON OR ORGANIZATION OR DISPARAGES A PERSON'S OR ORGANIZATION'S GOODS, PRODUCTS OR SERVICES;

(b) ORAL OR WRITTEN PUBLICATION OF MATERIAL THAT VIOLATES A PERSON'S RIGHT OF PRIVACY;

(c) ANY MISAPPROPRIATION OF ADVERTISING IDEAS OR STYLE OF DOING BUSINESS; OR

(d) INFRINGEMENT OF COPYRIGHT, TITLE OR SLOGAN.

II. IN CONSIDERATION OF THE PREMIUM PAID, IT IS FURTHER UNDERSTOOD AND AGREED THAT THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY:

THIS INSURANCE DOES NOT APPLY TO:

A. PERSONAL INJURY OR ADVERTISING LIABILITY:

(a) ARISING OUT OF ORAL OR WRITTEN PUBLICATION OF MATERIAL, IF DONE BY OR AT THE DIRECTION OF THE INSURED WITH KNOWLEDGE OF ITS FALSITY;

(b) ARISING OUT OF ORAL OR WRITTEN PUBLICATION OF MATERIAL WHOSE FIRST PUBLICATION TOOK PLACE BEFORE THE BEGINNING OF THE POLICY PERIOD;

(c) ARISING OUT OF THE WILLFUL VIOLATION OF A PENAL STATUTE OR ORDINANCE COMMITTED BY OR WITH THE CONSENT OF THE INSURED; OR

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #3

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

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ORIGINAL

PERSONAL INJURY AND ADVERTISING LIABILITY
LIMITATION ENDORSEMENT (CON'T.)

(d) FOR WHICH THE INSURED HAS ASSUMED LIABILITY IN A CONTRACT OR AGREEMENT. THIS EXCLUSION DOES NOT APPLY TO LIABILITY FOR DAMAGES THAT THE INSURED WOULD HAVE IN THE ABSENCE OF THE CONTRACT OR AGREEMENT, AND THIS EXCLUSION DOES NOT APPLY TO LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE.

B. ADVERTISING LIABILITY ARISING OUT OF:

(a) BREACH OF CONTRACT, OTHER THAN MISAPPROPRIATION OF ADVERTISING IDEAS UNDER AN IMPLIED CONTRACT;

(b) THE FAILURE OF GOODS, PRODUCTS OR SERVICES TO CONFORM WITH ADVERTISED QUALITY OR PERFORMANCE;

(c) THE WRONG DESCRIPTION OF THE PRICE OF GOODS, PRODUCTS OR SERVICES; OR

(d) AN OFFENSE COMMITTED BY AN INSURED WHOSE BUSINESS IS ADVERTISING, BROADCASTING, PUBLISHING OR TELECASTING.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #3

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

42775 8/85

ORIGINAL

ENDORSEMENT NO. 4

POLLUTION EXCLUSION

IT IS AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL NOT APPLY:

1. TO ANY CLAIM FOR PERSONAL INJURY, OR BODILY INJURY, OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF POLLUTANTS, ANYWHERE IN THE WORLD;

2. TO ANY OBLIGATION TO DEFEND ANY SUIT OR CLAIMS AGAINST THE INSURED ALLEGING PERSONAL INJURY, OR BODILY INJURY, OR PROPERTY DAMAGE AND SEEKING DAMAGES, IF SUCH SUIT OR CLAIM ARISES FROM PERSONAL INJURY, OR BODILY INJURY, OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF POLLUTANTS, ANYWHERE IN THE WORLD;

3. TO ANY LOSS, COST OR EXPENSE ARISING OUT OF ANY GOVERNMENTAL DIRECTION OR REQUEST THAT THE INSURED TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, TREAT, DETOXIFY OR NEUTRALIZE POLLUTANTS;

4. TO ANY LOSS, COST OR EXPENSE INCURRED BY A GOVERNMENTAL UNIT OR OTHER THIRD PARTY, INCLUDING BUT NOT LIMITED TO COST OF INVESTIGATION AND MONITORING, AND ATTORNEY'S FEES, RELATING TO ACTIVITIES IN CONNECTION WITH EFFORTS TO TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, TRACE, DETOXIFY OR NEUTRALIZE POLLUTANTS.

HOWEVER, THIS EXCLUSION DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE CAUSED BY HEAT, SMOKE OR FUMES FROM A HOSTILE FIRE INVOLVING PROPERTY WHICH IS OWNED, RENTED OR OCCUPIED BY THE INSURED OR UPON WHICH THE INSURED IS PERFORMING OPERATIONS OR UPON WHICH OPERATIONS ARE BEING PERFORMED ON BEHALF OF THE INSURED.

"POLLUTANTS" MEANS ANY SOLID, LIQUID, GASEOUS OR THERMAL IRRITANT OR CONTAMINANT, INCLUDING SMOKE, VAPOR, SOOT, FUMES, ACIDS, ALKALIS, CHEMICALS AND WASTE MATERIAL. WASTE MATERIAL INCLUDES MATERIALS WHICH ARE INTENDED TO BE OR HAVE BEEN RECYCLED, RECONDITIONED OR RECLAIMED.

IT IS FURTHER AGREED EXCLUSION (J) OF THE POLICY IS DELETED IN ITS ENTIRETY.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #4

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By _____

42775 8/85

ORIGINAL

PROPERTY DAMAGE EXCLUSION

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO ANY LIABILITY FOR DAMAGE TO PROPERTY:

1. OWNED OR OCCUPIED BY OR RENTED TO THE INSURED, HIS AGENTS OR SUBCONTRACTORS,

2. USED BY THE INSURED, HIS AGENTS OR SUBCONTRACTORS, OR

3. IN THE CARE, CUSTODY OR CONTROL OF THE INSURED, HIS AGENTS OR SUBCONTRACTORS OR OVER WHICH THE INSURED, HIS AGENTS OR SUBCONTRACTORS ARE FOR ANY PURPOSE EXERCISING PHYSICAL CONTROL.

Amended by Endt #6

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #5

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

42775 8/85

ORIGINAL

ENDORSEMENT NO.

6

PROFESSIONAL LIABILITY EXCLUSION

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO LIABILITY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER PROFESSIONAL SERVICES, OR ANY ERROR OR OMISSION, MALPRACTICE OR MISTAKE OF A PROFESSIONAL NATURE COMMITTED BY OR ON BEHALF OF THE NAMED INSURED IN THE CONDUCT OF ANY OF THE INSURED'S BUSINESS ACTIVITIES.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. ~~4693-7525~~

Issued to:

ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #6

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

42775 8/85

ORIGINAL

RIP AND TEAR EXCLUSION - CONCRETE OR ASPHALT PRODUCTS

THIS INSURANCE DOES NOT APPLY TO ANY LIABILITY FOR PROPERTY DAMAGE FOR "RIPPING AND TEARING EXPENSES" AND "RESTORATION EXPENSES".

THE FOLLOWING DEFINITIONS APPLY:

"RIPPING AND TEARING EXPENSES" SHALL MEAN THE ACTUAL EXPENSES INCIDENT TO THE INTENTIONAL DESTRUCTION AND REMOVAL OF "CONCRETE PRODUCTS" OR "ASPHALT PRODUCTS" WHICH ARE FOUND TO BE "DEFECTIVE".

"RESTORATION EXPENSES" SHALL MEAN SUCH ADDITIONAL EXPENSES PAID AS ARE NECESSARY TO PLACE THE STRUCTURE IN THE SAME CONDITION EXISTING AT THE TIME SUCH "CONCRETE PRODUCTS" OR "ASPHALT PRODUCTS" WERE DETERMINED TO BE DEFECTIVE; AND SHALL INCLUDE BUT NOT BE LIMITED TO THE COST OF THE "CONCRETE PRODUCTS" OR "ASPHALT PRODUCTS" THEMSELVES AND LABOR INCIDENTAL TO THEIR REPLACEMENT.

"ASPHALT PRODUCTS" SHALL MEAN ANY PRODUCT WITH ASPHALT AS A COMPONENT.

"CONCRETE PRODUCTS" SHALL MEAN POURED CONCRETE, CONCRETE BLOCK AND MORTAR AND PRESTRESSED STRUCTURAL CONCRETE.

"DEFECTIVE" SHALL MEAN "CONCRETE PRODUCTS" OR "ASPHALT PRODUCTS" WHICH, UPON TESTING BY AN ACCREDITED INDEPENDENT TESTING AGENCY, DO NOT MEET THE CONTRACTUAL SPECIFICATIONS RELATING TO COMPRESSIVE STRENGTH REQUIRED FOR THE SPECIFIC CONSTRUCTION IN WHICH SUCH MATERIALS WERE INCORPORATED.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #7

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By _____

42775 8/85

ORIGINAL

ENDORSEMENT NO. 8

OCCUPATIONAL DISEASE EXCLUSION

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY OF OR CLAIMS MADE AGAINST THE INSURED FOR ANY SICKNESS OR DISEASE OR DEATH RESULTING THEREFROM TO ANY EMPLOYEE OF THE INSURED ARISING OUT OF AND IN THE COURSE OF THE EMPLOYEE'S EMPLOYMENT BY THE INSURED OR TO ANY OBLIGATION OF THE INSURED TO INDEMNIFY ANOTHER BECAUSE OF LIABILITY ARISING OUT OF SUCH SICKNESS, DISEASE OR DEATH RESULTING THEREFROM.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #8

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

42775 8/85

ORIGINAL

ASBESTOS EXCLUSION ENDORSEMENT

A. IT IS AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL NOT APPLY:

1. TO ANY LIABILITY FOR PROPERTY DAMAGE, PERSONAL INJURY, SICKNESS, DISEASE, OCCUPATIONAL DISEASE, DISABILITY, SHOCK, DEATH, MENTAL ANGUISH OR MENTAL INJURY AT ANY TIME ARISING OUT OF THE MANUFACTURE OF, MINING OF, USE OF, SALE OF, INSTALLATION OF, REMOVAL OF, DISTRIBUTION OF OR EXPOSURE TO ASBESTOS, ASBESTOS PRODUCTS, ASBESTOS FIBERS OR ASBESTOS DUST, OR

2. TO ANY OBLIGATION OF THE INSURED TO INDEMNIFY ANY PARTY BECAUSE OF DAMAGE ARISING OUT OF SUCH PROPERTY DAMAGE, PERSONAL INJURY, SICKNESS, DISEASE, OCCUPATIONAL DISEASE, DISABILITY, SHOCK, DEATH, MENTAL ANGUISH OR MENTAL INJURY AT ANY TIME AS A RESULT OF THE MANUFACTURE OF, MINING OF, USE OF, SALE OF, INSTALLATION OF, REMOVAL OF, DISTRIBUTION OF OR EXPOSURE TO ASBESTOS, ASBESTOS PRODUCTS, ASBESTOS FIBERS OR ASBESTOS DUST, OR

3. TO ANY OBLIGATION TO DEFEND ANY SUIT OR CLAIMS AGAINST THE INSURED ALLEGING PERSONAL INJURY, OR BODILY INJURY, OR PROPERTY DAMAGE AND SEEKING DAMAGES, IF SUCH SUIT OR CLAIM ARISES FROM PERSONAL INJURY, OR PROPERTY DAMAGE RESULTING OR CONTRIBUTED TO, BY ANY AND ALL MANUFACTURE OF, MINING OF, USE OF, SALES OF, INSTALLATION OF, REMOVAL OF, DISTRIBUTION OF, OR EXPOSURE TO ASBESTOS, ASBESTOS PRODUCTS, ASBESTOS FIBERS OR ASBESTOS DUST.

4. TO ANY LOSS, COST, EXPENSE, FINE OR PENALTY ARISING OUT OF ANY OF THE FOREGOING - ITEMS 1, 2, & 3.

B. THIS ENDORSEMENT SUPERSEDES ANY ASBESTOS EXCLUSION IN THE POLICY.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #9

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

42775 8/85

ORIGINAL

ENDORSEMENT NO. 1

EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA) EXCLUSION

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO ANY OBLIGATIONS INCURRED OR IMPOSED UPON THE INSURED (OR WHICH ARE IMPUTED TO THE INSURED) UNDER THE "EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974" PUBLIC LAW 93-406 AND ANY AMENDMENTS THERETO.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #10

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

42775 8/85

ORIGINAL

ENDORSEMENT NO. 11

DISCRIMINATION EXCLUSION

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY ALLEGED OR ACTUAL DISCRIMINATION INCLUDING WRONGFUL TERMINATION AGAINST A PAST, PRESENT, OR PROSPECTIVE EMPLOYEE AND TO DISCRIMINATION COMMITTED INTENTIONALLY AGAINST ANY OTHER PERSON.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #11

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

42775 8/85

ORIGINAL

ENDORSEMENT NO. 1

CROSS SUITS EXCLUSION

IT IS AGREED THAT THE COVERAGE AFFORDED BY THIS POLICY SHALL NOT APPLY TO ANY LIABILITY CLAIM FOR DAMAGES ARISING OUT OF PERSONAL INJURY OR PROPERTY DAMAGE, INITIATED, ALLEGED, OR CAUSED TO BE BROUGHT ABOUT BY A NAMED INSURED COVERED BY THIS POLICY AGAINST ANY OTHER NAMED INSURED COVERED BY THIS POLICY.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #12

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

42775 8/85

ORIGINAL

ENDORSEMENT NO. 13

DIRECTORS AND OFFICERS LIABILITY EXCLUSION

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY SHALL NOT APPLY:

A) EXCEPT WITH RESPECT TO PERSONAL INJURY LIABILITY, PROPERTY DAMAGE LIABILITY AND ADVERTISING LIABILITY AS DEFINED IN THIS POLICY, TO ANY LIABILITY FOR LOSS OR EXPENSE FROM CLAIMS OR SUITS AGAINST ANY PERSON OR PERSONS, JOINTLY OR SEVERALLY, WHO WAS OR NOW IS OR MAY HEREINAFTER BE A DIRECTOR OR OFFICER FOR BREACH OF DUTY, NEGLECT, ERROR, MISSTATEMENT, MISLEADING STATEMENT OR OMISSION WHILE ACTING IN THEIR RESPECTIVE CAPACITIES AS DIRECTORS AND OFFICERS.

B) EXCEPT WITH RESPECT TO PERSONAL INJURY LIABILITY, PROPERTY DAMAGE LIABILITY AND ADVERTISING LIABILITY AS DEFINED IN THIS POLICY, TO ANY LIABILITY FOR LOSS OR EXPENSE FROM CLAIMS OR SUITS AGAINST ANY CORPORATION BROUGHT BY ANY OFFICER OR DIRECTOR FOR INDEMNIFICATION OR TO BE REIMBURSED FOR ANY DAMAGES OR COSTS OR EXPENSES INCURRED IN CONNECTION WITH THE DEFENSE OF ANY ACTION, SUIT OR PROCEEDING OR IN CONNECTION WITH APPEAL THEREIN TO WHICH ANY OFFICER OR DIRECTOR IS OR WAS A PARTY THERETO WHICH IS OR WAS BASED ON BREACH OF DUTY, NEGLECT, ERROR, MISSTATEMENT, MISLEADING STATEMENT OR OMISSIONS WHILE ACTING IN THEIR RESPECTIVE CAPACITIES AS DIRECTORS OR OFFICERS. THE FACT THAT THE CORPORATION MAY BE LIABLE TO THE OFFICER OR DIRECTOR BECAUSE OF STATE LAW, ARTICLE OR CERTIFICATE OR INCORPORATION OF THE CORPORATION, OR BYLAWS OF THE CORPORATION OR SEPARATE CONTRACT SHALL NOT ALTER THE CONDITIONS OF THIS EXCLUSION.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #13

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

42775 8/85

ORIGINAL

ENDORSEMENT NO.

USL&H EXCLUSION

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF:

1. THE UNITED STATES LONGSHOREMEN & HARBOR WORKER'S ACT.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #14

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

42775 8/85

ORIGINAL

ENDORSEMENT NO. 15

CONTRACTOR'S LIMITATION

IT IS AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL NOT APPLY, UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AT THE FULL LIMITS OF LIABILITY AS DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE, AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE:

1. TO ANY LIABILITY FOR PROPERTY DAMAGE ARISING OUT OF:

   A. BLASTING OR EXPLOSION OTHER THAN THE EXPLOSION OF AIR OR STEAM VESSELS, PIPING UNDER PRESSURE, PRIME MOVERS, MACHINERY OR POWER TRANSMITTING EQUIPMENT; OR

   B. THE COLLAPSE OF OR STRUCTURAL INJURY TO ANY BUILDING OR STRUCTURE DUE TO (i) GRADING OF LAND, EXCAVATION, BURROWING, FILLING OR BACK-FILLING, TUNNELING, PILE DRIVING, COFFER-DAM WORK OR CAISSON WORK, OR (ii) MOVING, SHORING, UNDERPINNING, RAISING OR DEMOLITION OF ANY BUILDING OR STRUCTURE, OR REMOVAL OR REBUILDING OF ANY STRUCTURAL SUPPORT THEREOF; OR

   C. 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 USE OF MECHANICAL EQUIPMENT FOR THE PURPOSE OF GRADING LAND, PAVING, EXCAVATING, DRILLING, BURROWING, FILLING, BACK-FILLING OR PILE DRIVING.

2. TO ANY LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE ASSUMED BY THE INSURED UNDER ANY CONTRACT.

IT IS FURTHER AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF:

1. ANY PROJECT INSURED UNDER A "WRAP-UP" OR ANY SIMILAR RATING PLAN;
2. JOINT VENTURE(S) UNLESS DESIGNATED IN THE DECLARATIONS AS NAMED INSURED(S).

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #15

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By _____

42775 8/85

ORIGINAL

ENDORSEMENT NO. 1

QUARRY ENDORSEMENT

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY FOR PROPERTY DAMAGE ARISING OUT OF THE OPERATION OF A QUARRY APPLIES SUBJECT TO THE FOLLOWING PROVISIONS:

(1) THE POLICY DOES NOT APPLY:

(a) TO INJURY OR TO DESTRUCTION OF UNDERGROUND PROPERTY;
(b) TO THE INCREASED COST OF REDUCING ANY UNDERGROUND PROPERTY TO PHYSICAL POSSESSION ABOVE THE SURFACE OF THE EARTH, OR TO THE EXPENSE INCURRED OR RENDERED NECESSARY TO PREVENT OR MINIMIZE LOSS OF OR DAMAGE TO PROPERTY RESULTING FROM ACTS OR OMISSIONS CAUSING UNDERGROUND DAMAGE.

THE TERM "UNDERGROUND PROPERTY" AS USED IN THIS ENDORSEMENT, MEANS OIL, GAS, WATER OR OTHER MINERAL SUBSTANCES INCLUDING ANY TITLE, INTEREST OF REDUCTION OF THE VALUE OF SUCH TITLE, INTEREST OR ESTATE, THAT HAS NOT BEEN REDUCED TO PHYSICAL POSSESSION ABOVE THE EARTH'S SURFACE. SUCH TERM ALSO INCLUDES ANY WELL, HOLE, FORMATION, STRATA OR AREA BENEATH THE SURFACE OF THE EARTH IN OR THROUGH WHICH EXPLORATION FOR OR PRODUCTION OF ANY SUCH SUBSTANCE IS CARRIED ON, OR CAUSING PIPE, BIT TOOL PUMP OR OTHER DRILLING OR WELL SERVICING MACHINERY OR EQUIPMENT WHICH IS LOCATED IN ANY SUCH WELL OR HOLE BENEATH THE EARTH'S SURFACE AT THE TIME OF THE ACCIDENT CAUSING INJURY OR DESTRUCTION.

All other terms and conditions remain unchanged.

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #16

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By _____

42775 8/85

ORIGINAL

ENDORSEMENT NO. 17

NON-REDUCTION OF AGGREGATE LIMIT ENDORSEMENT

WITH RESPECT TO ANY AGGREGATE LIMIT OF LIABILITY CONTAINED IN THE UNDERLYING INSURANCE, SELF-INSURED RETENTION, OR RETAINED AMOUNT, IT IS UNDERSTOOD AND AGREED THAT, FOR THE PURPOSE OF THE COVERAGE PROVIDED IN THIS POLICY, SUCH AGGREGATE LIMIT SHALL NOT BE REDUCED AS A RESULT OF CLAIMS ARISING FROM THE HAZARDS EXCLUDED BY ENDORSEMENTS ATTACHED HERETO.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 11-5-93 ENDT. #17

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By

42775 8/85

ORIGINAL

☒ IN CONSIDERATION OF: ☒ AN ADDITIONAL PREMIUM OF $ 9,962.,
☐ A RETURN PREMIUM OF $,
IT IS UNDERSTOOD AND AGREED THAT THE

☒ IT IS HEREBY UNDERSTOOD AND AGREED THAT THE

☐ Premium
☐ Installment
☐ Audit
☐ Description of property covered
☐ Schedule of Underlying Insurances
☐ Coverage
☐ Deductible
☐ Self Insured Retention
☐ Rate
☐ Deposit premium
☐ Inception date
☐ Expiration date
☐ Limit of Liability
☐ Address of location of property
☐ Policy ☐ Cert. ☐ End No. is cancelled
☐ Pro rata ☐ Short rate ☐ Flat
☒ Name of assured
☐ Policy/Cert. period
☐ Address of the assured
☐ Amount of Insurance
☐ Company shall provide _____ days notice in event of cancellation, except in the event of non-payment of premium.

☒ Is amended to ~~EXTEND~~ / INCLUDE / ~~EXCLUDE~~ ☐ Is charged for the period

NORTH TEXAS CEMENT

All other terms and conditions remain unchanged. Effective date of this endorsement is: MARCH 1, 1994

Attached to and forming part of Policy/Cert. No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

Dated: 8-22-94

By Kimberly C Holker

ENDORSEMENT NO. 18

42776 (8/85)

ORIGINAL

ENDORSEMENT NO. 19

LIQUOR LIABILITY LIMITATION

IT IS AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL NOT APPLY WITH RESPECT TO ANY LIABILITY 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, BY REASON OF THE SELLING, SERVING OR GIVING OF ANY ALCOHOLIC BEVERAGE:

A. IN VIOLATION OF ANY STATUTE, ORDINANCE OR REGULATION RELATING TO THE SALE, GIFT, DISTRIBUTION OR USE OF ALCOHOLIC BEVERAGES, OR

B. TO A PERSON UNDER THE LEGAL DRINKING AGE, OR

C. TO A PERSON UNDER THE INFLUENCE OF ALCOHOL, OR

D. WHICH CAUSES OR CONTRIBUTES TO THE INTOXICATION OF ANY PERSON;

HOWEVER, PARTS B, C, AND D OF THIS EXCLUSION DO NOT APPLY WITH RESPECT TO LIABILITY OF THE INSURED OR HIS INDEMNITEE AS ANY OWNER OR LESSOR OF PREMISES REFERRED TO IN (2) ABOVE.

THE AFOREMENTIONED EXCLUSION APPLIES UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 8-23-94 ENDT. #19

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By Kimberly C Holker

ORIGINAL

42775 8/85

ENDORSEMENT NO. 20

AIRCRAFT LIMITATION

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LEGAL OR ASSUMED LIABILITY ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OPERATIONS, USE, LOADING OR UNLOADING OF ANY AIRCRAFT UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

THIS ENDORSEMENT SUPERSEDES ANY AIRCRAFT EXCLUSION OR LIMITATION IN THE POLICY.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 8-23-94 ENDT. #20

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By Kimberly C Holker

ORIGINAL

42775 8/85

ENDORSEMENT NO. 21

EMPLOYERS LIABILITY AND/OR
STOP GAP LIABILITY (FOLLOWING FORM)

IT IS AGREED THIS POLICY SHALL NOT APPLY TO LOSS ARISING OUT OF BODILY INJURY, INCLUDING DEATH, BY ACCIDENT OR DISEASE OF ANY EMPLOYEE OF THE INSURED ARISING OUT OF ANY OCCURRENCE IN THE COURSE OF HIS EMPLOYMENT BY THE INSURED, UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 8-23-94 ENDT. #21

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By Kimberly C Holbert

ORIGINAL

42775 8/85

EMPLOYEE BENEFITSILITY ENDORSEMENT - FOLLOWING FORM

IT IS AGREED THAT THE POLICY AMENDED TO INCLUDE THE FOLLOWING:

EMPLOYEE BENEFITS LIABILITY:

1. THE COMPANY WILL PAY ON BEHALF OF THE INSURED FOR ULTIMATE NET L WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY, IN EXCESS OF THE APPLICABLE LIMIT OF THE UNDERLYING EMPLOYEE BENEFIT LIABILITY INSURANCE DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE, ON ACCOUNT OF ANY CLAIM MADE AGAINST THE INSURED AND CAUSED BY NEGLIGENT ACT, ERROR OR OMISION OF THE INSURED OR ANY OTHER PERSON FOR WHOM ACTS THE INSURED IS LEGALLY LIABLE IN THE ADMINISTRATION OF THE INSURED EMPLOYEE BENEFIT PROGRAMS AS DEFINED HEREIN.

DEFINITIONS:

2. (a) "EMPLOYEE BENEFIT PROGRAM". THE TERM "EMPLOYEE BENEFIT PROGRAM SHALL MEAN GROUP LIFE INSURANCE, GROUP ACCIDENT OR HEALTH INSURANCE, PENSION PLANS, EMPLOYEE STOCK SUBSCRIPTION PLANS, WORKER'S COMPENSATION, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND DISABILITY BENEFITS, AND ANY OTHER SIMILAR BENEFIT PROGRAM.

(b) "ADMINISTRATION". THE QUALIFIED WORD "ADMINISTRATION", WHEREVER USED, SHALL MEAN

(1) GIVING COUNSEL TO EMPLOYEES WITH RESPECT TO EMPLOYEE BENEFIT PROGRAMS;

(2) INTERPRETING EMPLOYEE BENEFIT PROGRAMS;

(3) HANDLING OF RECORDS IN CONNECTION WITH EMPLOYEE BENEFIT PROGRAMS;

(4) EFFECTING ENROLLMENT OF EMPLOYEES UNDER EMPLOYEE BENEFIT PROGRAMS;

PROVIDED ALL SUCH ACTS ARE AUTHORIZED BY THE INSURED.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

Dated: 8-23-94 ENDT. #22

By Kimberly C Folsom

ORIGINAL

42775 8/85

EMPLOYEE BENEFITS LIABILITY ENDORSEMENT - FOLLOWING FORM (CON'T.)

(c) "OCCURRENCE". FOR THE PURPOSE OF THE COVERAGE AFFORDED BY THIS ENDORSEMENT, THE TERM "OCCURRENCE" AS USED IN THIS POLICY SHALL MEAN A CLAIM BROUGHT AGAINST THE INSURED DURING THE POLICY PERIOD. IF DURING THE POLICY PERIOD THE INSURED SHALL BECOME AWARE OF ANY EVENT WHICH MAY SUBSEQUENTLY GIVE RISE TO A CLAIM AGAINST HIM BY REASON OF ANY NEGLIGENT ACT, ERROR OR OMISSION AND SHALL DURING THE POLICY PERIOD GIVE WRITTEN NOTICE TO THE COMPANY OF SUCH EVENT, ANY CLAIM WHICH MAY SUBSEQUENTLY BE MADE AGAINST THE INSURED ARISING OUT OF THAT NEGLIGENT ACT, ERROR OR OMISSION SHALL BE DEEMED FOR THE PURPOSES OF THIS ENDORSEMENT TO HAVE BEEN MADE DURING THE POLICY PERIOD.

(d) "ULTIMATE NET LOSS". THE TERM "ULTIMATE NET LOSS" AS DEFINED IN THE POLICY IS AMENDED TO INCLUDE EMPLOYEE BENEFITS LIABILITY AS DEFINED IN PARAGRAPH 1 ABOVE.

3. EXCLUSIONS:

THE INSURANCE AFFORDED BY THIS ENDORSEMENT SHALL NOT APPLY TO ANY LIABILITY HEREUNDER UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE, AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 8-23-94 ENDT. #22

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By Kimberly C Holbert

ORIGINAL

42775 8/85

ENDORSEMENT NO. 23

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO CLAIMS ARISING OUT OF WHARFINGERS LIABILITY UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 8-23-94 END'T NO.23

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By Kimberly C Holker

ORIGINAL

42775 8/85

It is agreed that this Policy/Cert. is hereby amended as indicated by ☒

☐ IN CONSIDERATION OF: ☐ AN ADDITIONAL PREMIUM OF $ _____,
☐ A RETURN PREMIUM OF $ _____,
IT IS UNDERSTOOD AND AGREED THAT THE

☒ IT IS HEREBY UNDERSTOOD AND AGREED THAT THE

☐ Premium
☐ Installment
☐ Audit
☐ Description of property covered
☐ Schedule of Underlying Insurances
☐ Coverage
☐ Deductible
☐ Self Insured Retention
☐ Rate
☐ Deposit premium
☐ Inception date
☐ Expiration date
☐ Limit of Liability
☐ Address of location of property
☐ Policy ☐ Cert. ☐ End No. is cancelled
☐ Pro rata ☐ Short rate ☐ Flat
☒ Name of assured
☐ Policy/Cert. period
☐ Address of the assured
☐ Amount of Insurance

☐ Company shall provide _____ days notice in event of cancellation, except in the event of non-payment of premium.

☐ Is amended to READ / INCLUDE / EXCLUDE ☐ Is charged for the period

NAMED INSURED

IT IS HEREBY UNDERSTOOD AND AGREED THE NAMED INSURED QUIKRETE MATERIALS, INC. HAS BEEN CHANGED TO PRECISION PACKAGING INC. EFFECTIVE OCTOBER 1, 1993.

ADD: MATERIALS PACKAGING CORP.
EFFECTIVE: OCTOBER 1, 1993

ADD: PERMANENT PAVING INC.
EFFECTIVE: DECEMBER 15, 1993

All other terms and conditions remain unchanged. Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of Policy/Cert. No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

Dated: 8-23-94

By Kimberly C Holbert

ENDORSEMENT NO. 24

42776 (8/85)

ORIGINAL

☐ IN CONSIDERATION OF: ☐ AN ADDITIONAL PREMIUM OF $ _____,
☐ A RETURN PREMIUM OF $ _____,
IT IS UNDERSTOOD AND AGREED THAT THE

☒ IT IS HEREBY UNDERSTOOD AND AGREED THAT THE

☐ Premium
☐ Installment
☐ Audit
☐ Description of property covered
☒ Schedule of Underlying Insurances
☐ Coverage

☐ Deductible
☐ Self Insured Retention
☐ Rate
☐ Deposit premium
☐ Inception date
☐ Expiration date
☐ Limit of Liability

☐ Address of location of property
☐ Policy ☐ Cert. ☐ End No. is cancelled
☐ Pro rata ☐ Short rate ☐ Flat
☐ Name of assured
☐ Policy/Cert. period
☐ Address of the assured
☐ Amount of Insurance

☒ Company shall provide SIXTY (60) days notice in event of cancellation, except in the event of non-payment of premium.

☒ Is amended to ~~READ~~/ INCLUDE/~~EXCLUDE~~ ☐ Is charged for the period

STOP GAP LIABILITY

LIMITS: $1,000,000. EACH ACCIDENT
$1,000,000. EACH EMPLOYEE
$1,000,000. POLICY LIMIT-DISEASE

EMPLOYEE BENEFIT LIABIILTY

LIMITS: $1,000,000. EACH CLAIM
$3,000,000. AGGREGATE

All other terms and conditions remain unchanged. Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of Policy/Cert. No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

Dated: 8-23-94

By Kimberly C Walker

ENDORSEMENT NO. 25

42776 (8/85)

ORIGINAL

ENDORSEMENT NO. 26

PROPERTY DAMAGE EXCLUSION (REVISED)

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO ANY LIABILITY FOR DAMAGE TO PROPERTY:

1. OWNED OR OCCUPIED BY OR RENTED TO THE INSURED, HIS AGENTS OR SUBCONTRACTORS,

2. USED BY THE INSURED, HIS AGENTS OR SUBCONTRACTORS, OR

3. IN THE CARE, CUSTODY OR CONTROL OF THE INSURED, HIS AGENTS OR SUBCONTRACTORS OR OVER WHICH THE INSURED, HIS AGENTS OR SUBCONTRACTORS ARE FOR ANY PURPOSE EXERCISING PHYSICAL CONTROL.

IT IS HOWEVER, FURTHER UNDERSTOOD AND AGREED THAT THIS EXCLUSION SHALL NOT APPLY TO SUCH COVERAGE AS IS AFFORDED BY THIS POLICY FOR WHARFINGERS LIABILITY.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

Dated: 8-23-94 END'T NO.26

By Kimberly C Holker

ORIGINAL

42775 8/85

ENDORSEMENT NO. 27

WATERCRAFT LIMITATION

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF ANY WATERCRAFT UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE, AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 8-23-94 ENDT. #27

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By Kimberly C Holker

ORIGINAL

42775 8/85

☒ IN CONSIDERATION OF: ☒ AN ADDITIONAL PREMIUM OF $ 9,962.,
☐ A RETURN PREMIUM OF $,
IT IS UNDERSTOOD AND AGREED THAT THE

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE

☐ Premium
☐ Installment
☐ Audit
☐ Description of property covered
☐ Schedule of Underlying Insurances
☐ Coverage
☐ Deductible
☐ Self Insured Retention
☐ Rate
☐ Deposit premium
☐ Inception date
☐ Expiration date
☐ Limit of Liability
☐ Address of location of property
☐ Policy ☐ Cert. ☐ End No. is cancelled
☐ Pro rata ☐ Short rate ☐ Flat
☒ Name of assured
☐ Policy/Cert. period
☐ Address of the assured
☐ Amount of Insurance
☐ Company shall provide _____ days notice in event of cancellation, except in the event of non-payment of premium.

☒ Is amended to ~~READ~~ / INCLUDE / ~~EXCLUDE~~ ☐ Is charged for the period

NORTH TEXAS CEMENT

Diane Send original policy.
SV
11/18/94

All other terms and conditions remain unchanged. Effective date of this endorsement is: MARCH 1, 1994

Attached to and forming part of Policy/Cert. No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

Dated: 8-22-94

By Kimberly C Holker

ENDORSEMENT NO. 18

42776 (8/85)

ORIGINAL

ENDORSEMENT NO. 19

LIQUOR LIABILITY LIMITATION

IT IS AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL NOT APPLY WITH RESPECT TO ANY LIABILITY 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, BY REASON OF THE SELLING, SERVING OR GIVING OF ANY ALCOHOLIC BEVERAGE:

A. IN VIOLATION OF ANY STATUTE, ORDINANCE OR REGULATION RELATING TO THE SALE, GIFT, DISTRIBUTION OR USE OF ALCOHOLIC BEVERAGES, OR

B. TO A PERSON UNDER THE LEGAL DRINKING AGE, OR

C. TO A PERSON UNDER THE INFLUENCE OF ALCOHOL, OR

D. WHICH CAUSES OR CONTRIBUTES TO THE INTOXICATION OF ANY PERSON;

HOWEVER, PARTS B, C, AND D OF THIS EXCLUSION DO NOT APPLY WITH RESPECT TO LIABILITY OF THE INSURED OR HIS INDEMNITEE AS ANY OWNER OR LESSOR OF PREMISES REFERRED TO IN (2) ABOVE.

THE AFOREMENTIONED EXCLUSION APPLIES UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 8-23-94 ENDT. #19

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By Kimberly C. Folker

ORIGINAL

42775 8/85

ENDORSEMENT NO. 20

AIRCRAFT LIMITATION

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LEGAL OR ASSUMED LIABILITY ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OPERATIONS, USE, LOADING OR UNLOADING OF ANY AIRCRAFT UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

THIS ENDORSEMENT SUPERSEDES ANY AIRCRAFT EXCLUSION OR LIMITATION IN THE POLICY.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 8-23-94 ENDT. #20

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By Kimberly C. Holker

ORIGINAL

42775 8/85

EMPLOYERS LIABILITY AND/OR
STOP GAP LIABILITY (FOLLOWING FORM)

IT IS AGREED THIS POLICY SHALL NOT APPLY TO LOSS ARISING OUT OF BODILY INJURY, INCLUDING DEATH, BY ACCIDENT OR DISEASE OF ANY EMPLOYEE OF THE INSURED ARISING OUT OF ANY OCCURRENCE IN THE COURSE OF HIS EMPLOYMENT BY THE INSURED, UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 8-23-94 ENDT. #21

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By Kimberly C Holker

ORIGINAL

42775 8/85

EMPLOYEE BENEFITS LIABILITY ENDORSEMENT - FOLLOWING FORM

IT IS AGREED THAT THE POLICY IS AMENDED TO INCLUDE THE FOLLOWING:

EMPLOYEE BENEFITS LIABILITY:

1. THE COMPANY WILL PAY ON BEHALF OF THE INSURED FOR ULTIMATE NET LOSS WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY, IN EXCESS OF THE APPLICABLE LIMIT OF THE UNDERLYING EMPLOYEE BENEFIT LIABILITY POLICY DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE, ON ACCOUNT OF ANY CLAIM MADE AGAINST THE INSURED AND CAUSED BY NEGLIGENT ACT, ERROR OR OMISSION OF THE INSURED OR ANY OTHER PERSON FOR WHOSE ACTS THE INSURED IS LEGALLY LIABLE IN THE ADMINISTRATION OF THE INSURED'S EMPLOYEE BENEFIT PROGRAMS AS DEFINED HEREIN.

DEFINITIONS:

2. (a) "EMPLOYEE BENEFIT PROGRAM". THE TERM "EMPLOYEE BENEFIT PROGRAM SHALL MEAN GROUP LIFE INSURANCE, GROUP ACCIDENT OR HEALTH INSURANCE, PENSION PLANS, EMPLOYEE STOCK SUBSCRIPTION PLANS, WORKER'S COMPENSATION, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND DISABILITY BENEFITS, AND ANY OTHER SIMILAR BENEFIT PROGRAM.

   (b) "ADMINISTRATION". THE UNQUALIFIED WORD "ADMINISTRATION", WHEREVER USED, SHALL MEAN

   (1) GIVING COUNSEL TO EMPLOYEES WITH RESPECT TO EMPLOYEE BENEFIT PROGRAMS;
   (2) INTERPRETING EMPLOYEE BENEFIT PROGRAMS;
   (3) HANDLING OF RECORDS IN CONNECTION WITH EMPLOYEE BENEFIT PROGRAMS;
   (4) EFFECTING ENROLLMENT OF EMPLOYEES UNDER EMPLOYEE BENEFIT PROGRAMS;

   PROVIDED ALL SUCH ACTS ARE AUTHORIZED BY THE INSURED.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 8-23-94 ENDT. #22

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By Kimberly C. Holker

ORIGINAL

42775 8/85

EMPLOYEE BENEFITS LIABILITY ENDORSEMENT - FOLLOWING FORM (CON'T.)

(c) "OCCURRENCE". FOR THE PURPOSE OF THE COVERAGE AFFORDED BY THIS ENDORSEMENT, THE TERM "OCCURRENCE" AS USED IN THIS POLICY SHALL MEAN A CLAIM BROUGHT AGAINST THE INSURED DURING THE POLICY PERIOD. IF DURING THE POLICY PERIOD THE INSURED SHALL BECOME AWARE OF ANY EVENT WHICH MAY SUBSEQUENTLY GIVE RISE TO A CLAIM AGAINST HIM BY REASON OF ANY NEGLIGENT ACT, ERROR OR OMISSION AND SHALL DURING THE POLICY PERIOD GIVE WRITTEN NOTICE TO THE COMPANY OF SUCH EVENT, ANY CLAIM WHICH MAY SUBSEQUENTLY BE MADE AGAINST THE INSURED ARISING OUT OF THAT NEGLIGENT ACT, ERROR OR OMISSION SHALL BE DEEMED FOR THE PURPOSES OF THIS ENDORSEMENT TO HAVE BEEN MADE DURING THE POLICY PERIOD.

(d) "ULTIMATE NET LOSS". THE TERM "ULTIMATE NET LOSS" AS DEFINED IN THE POLICY IS AMENDED TO INCLUDE EMPLOYEE BENEFITS LIABILITY AS DEFINED IN PARAGRAPH 1 ABOVE.

3. EXCLUSIONS:

THE INSURANCE AFFORDED BY THIS ENDORSEMENT SHALL NOT APPLY TO ANY LIABILITY HEREUNDER UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE, AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 8-23-94 ENDT. #22

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By Kimberly C Walker

ORIGINAL

42775 8/85

ENDORSEMENT NO. 23

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO CLAIMS ARISING OUT OF WHARFINGERS LIABILITY UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 8-23-94 END'T NO.23

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By Kimberly C Holber

ORIGINAL

42775 8/85

It is agreed that this Policy/Cert. is hereby amended as indicated by [X]

☐ IN CONSIDERATION OF: ☐ AN ADDITIONAL PREMIUM OF $ _____,
☐ A RETURN PREMIUM OF $ _____,
IT IS UNDERSTOOD AND AGREED THAT THE

☒ IT IS HEREBY UNDERSTOOD AND AGREED THAT THE

☐ Premium
☐ Installment
☐ Audit
☐ Description of property covered
☐ Schedule of Underlying Insurances
☐ Coverage
☐ Deductible
☐ Self Insured Retention
☐ Rate
☐ Deposit premium
☐ Inception date
☐ Expiration date
☐ Limit of Liability
☐ Address of location of property
☐ Policy ☐ Cert. ☐ End No. is cancelled
☐ Pro rata ☐ Short rate ☐ Flat
☒ Name of assured
☐ Policy/Cert. period
☐ Address of the assured
☐ Amount of Insurance

☐ Company shall provide _____ days notice in event of cancellation, except in the event of non-payment of premium.

☐ Is amended to READ / INCLUDE / EXCLUDE ☐ Is charged for the period

NAMED INSURED

IT IS HEREBY UNDERSTOOD AND AGREED THE NAMED INSURED QUIKRETE MATERIALS, INC. HAS BEEN CHANGED TO PRECISION PACKAGING INC. EFFECTIVE OCTOBER 1, 1993.

ADD: MATERIALS PACKAGING CORP.
EFFECTIVE: OCTOBER 1, 1993

ADD: PERMANENT PAVING INC.
EFFECTIVE: DECEMBER 15, 1993

All other terms and conditions remain unchanged. Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of Policy/Cert. No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

Dated: 8-23-94

By Kimberly C Holbert

ENDORSEMENT NO. 24

42776 (8/85)

ORIGINAL

☐ IN CONSIDERATION OF: ☐ AN ADDITIONAL PREMIUM OF $ _____,
☐ A RETURN PREMIUM OF $ _____,
IT IS UNDERSTOOD AND AGREED THAT THE

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE

☐ Premium
☐ Installment
☐ Audit
☐ Description of property covered
☒ Schedule of Underlying Insurances
☐ Coverage

☐ Deductible
☐ Self Insured Retention
☐ Rate
☐ Deposit premium
☐ Inception date
☐ Expiration date
☐ Limit of Liability

☐ Address of location of property
☐ Policy ☐ Cert. ☐ End No. is cancelled
☐ Pro rata ☐ Short rate ☐ Flat
☐ Name of assured
☐ Policy/Cert. period
☐ Address of the assured
☐ Amount of Insurance

☒ Company shall provide SIXTY (60) days notice in event of cancellation, except in the event of non-payment of premium.

☒ Is amended to ~~READ~~/ INCLUDE /~~EXCLUDE~~ ☐ Is charged for the period

STOP GAP LIABILITY

LIMITS: $1,000,000. EACH ACCIDENT
$1,000,000. EACH EMPLOYEE
$1,000,000. POLICY LIMIT-DISEASE

EMPLOYEE BENEFIT LIABIILTY

LIMITS: $1,000,000. EACH CLAIM
$3,000,000. AGGREGATE

All other terms and conditions remain unchanged. Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of Policy/Cert. No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

Dated: 8-23-94

By Kimberly C Walker

ENDORSEMENT NO. 25

42776 (8/85)

ORIGINAL

PROPERTY DAMAGE EXCLUSION (REVISED)

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO ANY LIABILITY FOR DAMAGE TO PROPERTY:

1. OWNED OR OCCUPIED BY OR RENTED TO THE INSURED, HIS AGENTS OR SUBCONTRACTORS,

2. USED BY THE INSURED, HIS AGENTS OR SUBCONTRACTORS, OR

3. IN THE CARE, CUSTODY OR CONTROL OF THE INSURED, HIS AGENTS OR SUBCONTRACTORS OR OVER WHICH THE INSURED, HIS AGENTS OR SUBCONTRACTORS ARE FOR ANY PURPOSE EXERCISING PHYSICAL CONTROL.

IT IS HOWEVER, FURTHER UNDERSTOOD AND AGREED THAT THIS EXCLUSION SHALL NOT APPLY TO SUCH COVERAGE AS IS AFFORDED BY THIS POLICY FOR WHARFINGERS LIABILITY.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 8-23-94 END'T NO.26

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By Kimberly C Holber

ORIGINAL

42775 8/85

WATERCRAFT LIMITATION

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF ANY WATERCRAFT UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE, AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

All other terms and conditions remain unchanged

Effective date of this endorsement is: OCTOBER 1, 1993

Attached to and forming part of No. 4693-7525

Issued to: ASH GROVE CEMENT COMPANY, ET AL

Dated: 8-23-94 ENDT. #27

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA

C.V. STARR & CO.
Underwriting Managers

By Kimberly C Holbert

ORIGINAL

42775 8/85