3351431886

55-027-045
021

BWSF
12.11.12
V.1

New

☒ FIREMAN'S FUND INSURANCE COMPANY

☐ NATIONAL SURETY CORPORATION

☐ THE AMERICAN INSURANCE COMPANY

FIREMAN'S FUND AMERICAN INSURANCE COMPANIES
HOME OFFICE SAN FRANCISCO CALIFORNIA

REDACTED

BLANKET EXCESS LIABILITY POLICY

XLB-106 00 15

DECLARATIONS

1. Named Insured: The Marmon Group, Incorporated

2. Address: 39 South La Salle Street
Chicago, Illinois 60603

3. Policy Period: From January 18, 1971 To January 18, 1974
12:01 A.M. Standard Time at address of named insured.

4. Limit of Liability: $ 5,000,000. each occurrence
$ 5,000,000. aggregate

5. Insured's Retention: $ 10,000. each occurrence

6. Advance Premium: $ 19,800. Annual Minimum Premium: $ 19,800.

Basis of Premium: As per endorsement number one

In the event of cancellation by the named insured, the company shall receive and retain not less than $ 3,960.00 as the Policy Minimum Premium.

7. Schedule of Prima[illegible]licies: (Primary Insurer, Policy No., Policy Period, Type of [illegible]cy, Limits of Liability)

A[illegible]r Endorsement Number Two

Hold until Jan. 1989

Commission 15%

Don't destroy until 1984

SUBJECT TO AUDIT

Marsh & McLennan, Inc.
PRODUCER NAME AND LOCATION

CHGO.55 021 045
PRODUCER'S CODE

February 11, 1971
COUNTERSIGNATURE DATE

USEPA SF
1278691

5846

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MARGRP CDA dm - 0002

LS 002742

3351431885

Poor Quality

Due to

Original

MARGRP CDA dm - 0003

LS 002743

3851431942

FIREMAN'S FUND AMERICAN INSURANCE COMPANIES

STATEMENT OF PREMIUM ADJUSTMENT

DATE 12 17 73 BRANCH AND POLICY NO. CGO XLB 106 [illegible]

PRODUCER MARSH & MC LENNAN INC

PRODUCTION CODE 55 021 045

POLICY PERIOD 01 1871/01 18 74 ADJ PER 1 18 73/09 01 73

RENEWAL POLICY NUMBER

INSURED THE MARMON GROUP INC

TYPE OF ADJUSTMENT REV-CANC S/R

CLASSIFICATION	BASIS OF PREMIUM	RATE		EARNED PREMIUM	
REVISION TO VOID AND REPLACE BILLING DATED 12 05 73 IN THE AMOUNT OF $5121 R/P. TO CORRECT BASIS OF PREMIUM.					
ILL 12					
COMPOSITE RATE					
M					
GROSS SALES	97490000	.1473		14409	
NEXT $4,000,000 LIMITS					
U					
FLAT CHARGE	.619	4000		2476	
S/R CHARGE @ 13.05 %				2203	
E P BY MAJOR LINE					
OTA BE 1912-					
TOTAL 1912-					

Void See Corrected Canc Adj eff 1-2-7

COMMISSION ANALYSIS				
STANDARD EARNED PREMIUM	COMM. RATE	EARNED PREMIUMS	19088	
		DEPOSIT PREMIUM AND PREMIUMS PREVIOUSLY BILLED	21000	
		ADDITIONAL — RETURN PREMIUMS	1912-	
		TOTAL NET PREMIUM	ADDITIONAL	RETURN 1912
		STATEMENT BASED ON INFORMATION SECURED BY: C CHAPARD	AUDITOR	☐ VOLUNTARY REPORT

325040—7-70 ADDITIONAL PREMIUMS ARE FULLY EARNED AND ARE DUE AND PAYABLE IMMEDIATELY.

12 05 73 [illegible]

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MARGRP CDA dm - 0004

LS 002744

3351431946

FIREMAN'S FUND AMERICAN INSURANCE COMPANIES

STATEMENT OF PREMIUM ADJUSTMENT

DATE 12 03 73 BRANCH AND POLICY NO. CGO XLB 106 80 1

PRODUCER MARSH & MC LENNAN INC

PRODUCTION CODE 355 041 045

POLICY PERIOD 01 18 71 - 01 18 74 ADJ PER 1 18 73 - 9 1 73

RENEWAL POLICY NUMBER

INSURED THE MARMON GROUP INC

TYPE OF ADJUSTMENT CANC S/R

CLASSIFICATION	BASIS OF PREMIUM	RATE	EARNED PREMIUM
ILL 12			
COMPOSITE RATE			
R			
GROSS SALES	76480000	.1471	11570
U			
FLAT CHARGE	.619 4000		2476
S/R CHARGE @ 13.03 %			1853
E P BY MAJOR LINE			
OTHER			5121-
TOTAL			5121-

COMMISSION ANALYSIS				
STANDARD EARNED PREMIUM	COMM. RATE			
		EARNED PREMIUMS	15975	
		DEPOSIT PREMIUM AND PREMIUMS PREVIOUSLY BILLED	21000	
		ADDITIONAL — RETURN PREMIUMS	5121-	
		TOTAL NET PREMIUM	ADDITIONAL	RETURN 5121
		STATEMENT BASED ON INFORMATION SECURED BY		
			AUDITOR	☐ VOLUNTARY REPORT

325040—7-70 ADDITIONAL PREMIUMS ARE FULLY EARNED AND ARE DUE AND PAYABLE IMMEDIATELY.

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MARGRP CDA dm - 0005

LS 002745

8351431939

FIREMAN'S FUND AMERICAN INSURANCE COMPANIES

STATEMENT OF PREMIUM ADJUSTMENT

DATE 1-02 74 BRANCH AND POLICY NO. CGO XLE 1[illegible] 00 [illegible]

PRODUCER MARSH & MC LENNAN INC. PRODUCTION CODE 55 021 045

POLICY PERIOD 01 18 71/01 18 74 ADJ. PER. 01 13 73/09 01 73 RENEWAL POLICY NUMBER

INSURED THE MARMON GROUP INC TYPE OF ADJUSTMENT 2ND REV-CANC

CLASSIFICATION	BASIS OF PREMIUM	RATE	EARNED PREMIUM
REVISION TO VOID AND REPLACE BILLING DATED 12 17 73 IN THE AMOUNT OF $1912 R/P. TO ELIMINATE S/R CHARGE AND CHARGE FLAT CHARGE PERCENTAGE TO .710 FOR NET RETURN OF $3751.			
ILL 12			
COMPOSITE RATE			
M			
GROSS SALES	9749[illegible]	.1478	14409
NEXT [illegible] LIMITS			
U			
FLAT CHARGE	.710	[illegible]	2340
E P BY MAJOR LINE			
OTA BI 3751-			
TOTAL 3751-			

COMMISSION ANALYSIS				
STANDARD EARNED PREMIUM	COMM. RATE	EARNED PREMIUMS	17243	
		DEPOSIT PREMIUM AND PREMIUMS PREVIOUSLY BILLED	21000	
		ADDITIONAL — RETURN PREMIUMS	3751-	
		TOTAL NET PREMIUM	ADDITIONAL	RETURN 375[illegible]
		STATEMENT BASED ON INFORMATION SECURED BY. [illegible] CHOPARD	AUDITOR	☐ VOLUNTARY REPORT

325040—7-70 ADDITIONAL PREMIUMS ARE FULLY EARNED AND ARE DUE AND PAYABLE IMMEDIATELY

12 05 73 [illegible] 10 CG PROCESSING COPY

MARGRP CDA dm - 0006

LS 002746

FIREMAN'S FUND
AMERICAN INSURANCE COMPANIES

3351431938

CANCELLED POLICY
PREMIUM ADVICE

AGENT'S NAME AND LOCATION	POLICY NUMBER	CANC. DATE	EXP. DATE
Musil & McLennan	XLC106CO15	9-1-73	1-18-74
NAME OF INSURED: Marmon Group, Inc.	METHOD OF CANCELLATION: ☐ PRO RATA ___% ☒ SHORT RATE ___% ☐ FLAT ☐ ON ANNIVERSARY OPP PLAN ONLY		

REQUEST FOR CANCELLATION HAS BEEN RECEIVED.

☐ WE ARE CREDITING YOUR ACCOUNT WITH GROSS RETURN PREMIUM SHOWN BELOW.

☒ PREMIUM COMPUTATION WILL BE MADE BY PREMIUM AUDIT CENTER.

☐

☐ DIFFERENCE IN RETURN PREMIUM COMPUTATIONS
YOU SHOW $
WE FIGURE $

☐ EARNED PREMIUM FOR TOTAL TIME POLICY IS IN FORCE $
(DEDUCT PREMIUMS PAID TO OBTAIN AMOUNT DUE COMPANY)

RETURN PREMIUMS

		AUTO ONLY	
GROSS RETURN PREMIUM	$		
LESS INSTALLMENTS DUE AFTER CANCELLATION DATE	$	LIABILITY	$
CASH RETURN PREMIUM	$	PHYSICAL DAMAGE	$

PREPARED BY	DATE	OFFICE
Barbara Pasternack	10-29-73	Chicago Branch

IF YOU DO NOT AGREE WITH THESE FIGURES, PLEASE RETURN THIS FORM WITH YOUR COMPUTATION SHOWN ON THE BACK.

CANCELLATION REASON

☒ INSURED'S ELECTION
☐ OUT OF BUSINESS
☐ COMPANY ELECTION (FOR CAUSE)
☐ REWRITTEN
☐ NON-PAYMENT OF PREMIUM
☐ NON-SUBMISSION OF VOLUNTARY REPORT
☐

JAN 1 5 '74

POLICY RETURN PREMIUMS

BI	$	PD	$	FIRE	$
PIP	$	BPP	$	EC	$
XPIP	$	SPE	$	HO	$
MP	$	PHY DAM	$	IM	$
UM	$	COLL	$	BURG	$
AD & D	$		$		$
	$	TOTAL	$	TOTAL	$

485052-2-72

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MARGRP CDA dm - 0007

LS 002747

3351431937

General Release for All Cancellations

September 1, 1973

THIS IS TO CERTIFY that policy No. XLB 1060015 issued by the Fireman's Fund Company, to The Marmon Group

is hereby cancelled as of 12:01 A. M., Standard Time at place of issue, this First day of September, 19 73, and the Insured relinquishes all rights thereunder as to any claims or suits that may arise out of any accident or loss occurring thereafter.

Frederick Manners
WITNESS

The Marmon Group
INSURED

BY

MARGRP CDA dm - 0008

LS 002748

FIREMAN'S FUND AMERICAN INSURANCE COMPANIES

STATEMENT OF PREMIUM ADJUSTMENT

DATE 6 13 73 BRANCH AND POLICY NO. CGO XLB 106 CO 15

PRODUCER MARSH & MC LENNAN, INC PRODUCER'S CODE 55 021 005

POLICY PERIOD 01 18 71/01 18 74 ADJ PER 71/72 RENEWAL POLICY NUMBER

INSURED THE MARMON GROUP, INC TYPE OF ADJUSTMENT 2ND REV

CLASSIFICATION	BASIS OF PREMIUM	RATE	EARNED PREMIUM
REVISION TO VOID AND REPLACE BILLING DATED 03 27 73. IN THE AMOUNT OF TO CORRECT GROSS SALES AS PER END #11.			$3575.00
ILL COMPOSITE RATE C M			
GROSS SALES	113620000	.137	15556
NEXT $40000000 LIMITS FLAT CHARGE			4000
E P BY MAJOR LINE O A BI 234- O AL 234-			

COMMISSION ANALYSIS				
STANDARD EARNED PREMIUM	COMM. RATE			
		EARNED PREMIUMS	19556	
		DEPOSIT PREMIUM AND PREMIUMS PREVIOUSLY BILLED	19790	
		ADDITIONAL — RETURN PREMIUMS	234-	
		TOTAL NET PREMIUM	ADDITIONAL	RETURN 234-
		STATEMENT BASED ON INFORMATION SECURED BY C. CHOATE AUDITOR	☐ VOLUNTARY REPORT	

325040—7-70

ADDITIONAL PREMIUMS ARE FULLY EARNED AND ARE DUE AND PAYABLE IMMEDIATELY.

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MARGRP CDA dm - 0009

LS 002749

FIREMAN'S FUND AMERICAN INSURANCE COMPANIES

STATEMENT OF PREMIUM ADJUSTMENT

DATE 3 27 73 BRANCH AND POLICY NO. [illegible]

PRODUCER MARSH & MC LENNAN, INC

PRODUCTION CODE 55,021,045

POLICY PERIOD 01 18 71/01 18 74 ADJ PER. 72/73

RENEWAL POLICY NUMBER

INSURED MARSH GROUP, INC

TYPE OF ADJUSTMENT ANNIV ADJ

CLASSIFICATION	BASIS OF PREMIUM	RATE	EARNED PREMIUM	
ILL COMPOSITE RATE				
GROSS SALES	167360000	.1473	24735	
NEXT $4,000,000 LIMITS FLAT CHARGE			4000	
E & O BY MAJOR LINE [illegible] 7736 TOTAL 7736		[illegible]	[illegible]	

REDUCED

COMMISSION ANALYSIS				
STANDARD EARNED PREMIUM	COMM. RATE			
		EARNED PREMIUMS	28736	
		DEPOSIT PREMIUM AND PREMIUMS PREVIOUSLY BILLED	21000	
		ADDITIONAL — RETURN PREMIUMS	7736	
		TOTAL NET PREMIUM	ADDITIONAL 7736	RETURN
		STATEMENT BASED ON INFORMATION SECURED BY C. PAGANO AUDITOR	☐ VOLUNTARY REPORT	

325040—7-70

ADDITIONAL PREMIUMS ARE FULLY EARNED AND ARE DUE AND PAYABLE IMMEDIATELY.

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3351431932

MARGRP CDA dm - 0010

LS 002750

FIREMAN'S FUND AMERICAN INSURANCE COMPANIES

STATEMENT OF PREMIUM ADJUSTMENT

DATE 3 27 73 BRANCH AND POLICY NO CGO XLB 106000 15

PRODUCER MARSH & MC LENNAN, INC

PRODUCTION CODE 55 021 045

POLICY PERIOD 01 13 71/01 13 74 ADJ. PER 71/72

RENEWAL POLICY NUMBER

INSURED MARMON GROUP, INC

TYPE OF ADJUSTMENT REV-ANNIV-ANN

CLASSIFICATION	BASIS OF PREMIUM	RATE		EARNED PREMIUM	
REVISION TO VOID AND REPLACE BILLING DATED 05 15 72. IN THE AMOUNTO F NIL TO CORRECT TO INCLUDE EXCESS LIMITS CHARGE					
ILL					
COMPOSITE RATE					
GROSS SALES	141427069	.137		19376	
NEXT $4,000,000 LIMITS					
FLAT CHARGE				4000	
E P BY MAJOR LINE					
CTA BI 3576					
TOTAL 3576					

COMMISSION ANALYSIS				
STANDARD EARNED PREMIUM	COMM. RATE	EARNED PREMIUMS	23376	
		DEPOSIT PREMIUM AND PREMIUMS PREVIOUSLY BILLED	19800	
		ADDITIONAL — RETURN PREMIUMS	3576	
		TOTAL NET PREMIUM	ADDITIONAL 3576	RETURN
		STATEMENT BASED ON INFORMATION SECURED BY. C. CHOPARE	AUDITOR	☐ VOLUNTARY REPORT

325040—7-70

ADDITIONAL PREMIUMS ARE FULLY EARNED AND ARE DUE AND PAYABLE IMMEDIATELY.

3351431931

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MARGRP CDA dm - 0011

LS 002751

FIREMAN'S FUND AMERICAN INSURANCE COMPANIES

STATEMENT OF PREMIUM ADJUSTMENT

DATE 6 19 73 BRANCH AND POLICY NO. 601 XLB 105 00 15

PRODUCER MARSH & MC LENNAN, INC PRODUCTION CODE 55 021 045

POLICY PERIOD 01 18 71/01 18 74 ADJ PER 72/73 RENEWAL POLICY NUMBER

INSURED THE MARMON GROUP, INC TYPE OF ADJUSTMENT REV ANNIV

CLASSIFICATION	BASIS OF PREMIUM	RATE	EARNED PREMIUM
REVISION TO VOID AND REPLACE BILLING DATED 3 27 73. IN THE AMOUNT OF $7736.00 TO CORRECT GROSS SALES AS PER END #11.			
ILL COMPOSITE RATE			
GROSS SALES	124973000	.1478	18471
MEAT $1000000 LIMIT FLAT CHARGE			4000
E P BY MAJOR LINE P A BI 1471 P AL 1471			

COMMISSION ANALYSIS				
STANDARD EARNED PREMIUM	COMM. RATE			
		EARNED PREMIUMS	22471	
		DEPOSIT PREMIUM AND PREMIUMS PREVIOUSLY BILLED	21000	
		ADDITIONAL — RETURN PREMIUMS	1471	
		TOTAL NET PREMIUM	ADDITIONAL 1471	RETURN
		STATEMENT BASED ON INFORMATION SECURED BY. C. CHAPMAN AUDITOR	☐ VOLUNTARY REPORT	

325040—7-70 ADDITIONAL PREMIUMS ARE FULLY EARNED AND ARE DUE AND PAYABLE IMMEDIATELY.

FP 04 JH PROCESSING COPY

MARGRP CDA dm - 0012

LS 002752

FIREMAN'S FUND AMERICAN INSURANCE COMPANIES

STATEMENT OF PREMIUM ADJUSTMENT

DATE 6 27 73 BRANCH AND POLICY NO. 030 XLB 106 00 15

PRODUCER MARSH & MC LENNAN, INC

PRODUCTION CODE 55 021 005

POLICY PERIOD 01 18 71/01 18 74 ADJ PER 71/72

RENEWAL POLICY NUMBER

INSURED THE MARMON GROUP, INC

TYPE OF ADJUSTMENT REV ADDTN

CLASSIFICATION	BASIS OF PREMIUM	RATE	EARNED PREMIUM
REVISION TO VOID AND REPLACE BILLING DATED 06 19 73. In the amount of $234. Cr. TO CORRECT CALCULATION TO REFLECT M.P.			
LIL			
COMPOSITE RATE			
GROSS SALES	113610000	.137	15556
NEXT $4,000,000 LIMITS FLAT CHARGE			4000
TO BRING TO MINIMUM MIN PREM.			234

COMMISSION ANALYSIS				
STANDARD EARNED PREMIUM	COMM. RATE			
		EARNED PREMIUMS	19790	
		DEPOSIT PREMIUM AND PREMIUMS PREVIOUSLY BILLED	19790	
REV 8 2 ADD	/	ADDITIONAL — RETURN PREMIUMS		
2 - 2		TOTAL NET PREMIUM	ADDITIONAL	RETURN
		STATEMENT BASED ON INFORMATION SECURED BY		
			AUDITOR	VOLUNTARY REPORT

325040—7-70 ADDITIONAL PREMIUMS ARE FULLY EARNED AND ARE DUE AND PAYABLE IMMEDIATELY.

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MARGRP CDA dm - 0013

LS 002753

FIREMAN'S FUND AMERICAN INSURANCE COMPANIES

STATEMENT OF PREMIUM ADJUSTMENT

DATE 5 15 72 BRANCH AND POLICY NO. CGO XLB 106 [illegible]

PRODUCER [illegible] & MC LENNAN, INC

PRODUCTION CODE 55 021 [illegible]

POLICY PERIOD [illegible] 18 71/01 18 74 ADJ. PER 71/72

RENEWAL POLICY NUMBER

INSURED THE MARMON GROUP, INC

TYPE OF ADJUSTMENT ANNIV-ANN

CLASSIFICATION	BASIS OF PREMIUM	RATE		EARNED PREMIUM	
[illegible] RECEIPTS	141427069	.137		19376	
[illegible]				424	
[illegible] LINE					
[illegible]					

COMMISSION ANALYSIS				
STANDARD EARNED PREMIUM	COMM. RATE	EARNED PREMIUMS	19800	
		DEPOSIT PREMIUM AND PREMIUMS PREVIOUSLY BILLED	[illegible]	
		ADDITIONAL — RETURN PREMIUMS	[illegible]	[illegible]
		TOTAL NET PREMIUM	ADDITIONAL	RETURN
			CLOSED [illegible]	

STATEMENT BASED ON INFORMATION SECURED BY [illegible] AUDITOR ☐ VOLUNTARY REPORT

325040—7-70 ADDITIONAL PREMIUMS ARE FULLY EARNED AND ARE DUE AND PAYABLE IMMEDIATELY.

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MARGRP CDA dm - 0014

LS 002754

3351431905

ENDORSEMENT #1

It is agreed that Item #6, of the Declarations, Basis of Premium, is payable as follows:

$.137 per $1,000. of gross receipts and/or sales for the first million dollars of coverage and an additional $4,000. for the next four million dollars of coverage.

POLICY NUMBER	INSURED	EFFECTIVE

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF TEXAS

PRESIDENT

PRODUCER

COUNTERSIGNATURE OF AUTHORIZED AGENT

180009 - 6-65 SETS

MARGRP CDA dm - 0015

LS 002755

3351431903

ENDORSEMENT #2 Continued

Canadian Operations

Allstate Insurance Company 10/1/70 to 71
Policy Number to be furnished

Comprehensive Automobile Liability

Bodily Injury Liability $100,000. each person
$300,000. each occurrence

Property Damage Liability $100,000. each occurrence

Employers Mutual Insurance Company 7/1/70 to 71
Policy Number to be furnished

Comprehensive General Liability

Bodily Injury Liability $100,000. each person
$300,000. each occurrence
$300,000. aggregate

Property Damage Liability $100,000. each occurrence
$100,000. aggregate

Foreign - Other than Canada

St. Paul Mercury Insurance Company 9/1/70 to 71
Policy Number CGL 15661

Comprehensive Automobile Liability

Bodily Injury Liability $100,000. each person
$300,000. each occurrence

Property Damage Liability $100,000. each occurrence

POLICY NUMBER	INSURED	EFFECTIVE

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF TEXAS

PRESIDENT

PRODUCER

COUNTERSIGNATURE OF AUTHORIZED AGENT

180001—1-65 SETS

MARGRP CDA dm - 0016

LS 002756

3351431904

ENDORSEMENT #2

It is agreed that Item #7, of the Declarations, Schedule of Primary Policies, is completed to read as follows:

(1) Employers Mutual Insurance Company 7/1/70 to 71
(2) Allstate Insurance Company 10/1/70 to 71

Policy Number (1) 02210202174
(2) to be furnished

Automobile Liability

Bodily Injury Liability $100,000. each person
$300,000. each occurrence

Property Damage Liability $100,000. each occurrence

Employers Mutual Insurance Company 7/1/70 to 71
Policy Number 02210004l274

Comprehensive General Liability

Bodily Injury Liability $100,000. each person
$300,000. each occurrence
$300,000. aggregate

Property Damage Liability $100,000. each occurrence
$100,000. aggregate operations
$100,000. aggregate protective
$100,000. aggregate products
$100,000. aggregate contractual

Employers Mutual Insurance Company 7/1/70 to 71
Policy Number To be furnished

Workmen's Compensation and Employers Liability

Employers Liability $100,000. each occurrence.

Employers Mutual Insurance Company 10/15/70 to 71
Policy Number 02203041274

Aircraft Liability $10,000,000. Combined Single Limit for Bodily Injury and Property Damage for any one single occurrence

POLICY NUMBER	INSURED	EFFECTIVE
	Continued	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF TEXAS

PRESIDENT

PRODUCER

COUNTERSIGNATURE OF AUTHORIZED AGENT

180001—1-68 SETS

MARGRP CDA dm - 0017

LS 002757

3351431902

ENDORSEMENT #3

It is agreed that this policy does not apply to any claim or suit by one insured against any other insured.

POLICY NUMBER	INSURED	EFFECTIVE

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF TEXAS

PRESIDENT

PRODUCER

COUNTERSIGNATURE OF AUTHORIZED AGENT

18C009 - 6-65 SETS

MARGRP CDA dm - 0018

LS 002758

3351431901

ENDORSEMENT #4

It is agreed that the following is added to exclusion (d):

(5) Real or Personal Property rented to, occupied by, used by, or in the care, custody, or control of the Insured.

POLICY NUMBER	INSURED	EFFECTIVE

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF TEXAS

BY: _____ PRESIDENT

PRODUCER

COUNTERSIGNATURE OF AUTHORIZED AGENT

180009 - 6-65 SETS

MARGRP CDA dm - 0019

LS 002759

3351431900

ENDORSEMENT #5

It is agreed that under Coverage A. and B., except insofar as coverage is available to the Insured under Primary Policies, no coverage is afforded by this policy for any claim due to the rendering of, or failure to render any professional service.

POLICY NUMBER	INSURED	EFFECTIVE

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF TEXAS

PRESIDENT

PRODUCER

COUNTERSIGNATURE OF AUTHORIZED AGENT

180009 - 6-65 SETS

MARGRP CDA dm - 0020

LS 002760

3351431899

ENDORSEMENT #6

CONTRACTOR'S LIMITATION ENDORSEMENT

It is agreed that except insofar as coverage is available to the Insured in the underlying insurance scheduled under Item #7, of the Declarations of the policy, this policy shall not apply under coverage 1 (B) 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 excavation, including borrowing, filling or back-filling in connection therewith, or to tunneling, pile driving, coffer-dam work 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 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 excavating or drilling, or to injury to, or destruction of property at any time resulting therefrom.

It is agreed that except insofar as coverage is available to the Insured in the underlying insurance scheduled under Item #7, of the Declarations of the policy, this policy shall not apply under coverage 1 (A) and 1 (B) to any liability assumed by the Insured under contract.

POLICY NUMBER	INSURED	EFFECTIVE

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF TEXAS

PRESIDENT

PRODUCER

COUNTERSIGNATURE OF AUTHORIZED AGENT

180001—1-65 SETS

MARGRP CDA dm - 0021

LS 002761

3351431898

ENDORSEMENT #7

* . . . AIRCRAFT MANUFACTURE OR PARTS EXCLUSION

This policy does not apply to the design, manufacture, testing, distribution, or sales of any aircraft or aircraft products.

POLICY NUMBER	INSURED	EFFECTIVE

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF TEXAS

PRESIDENT

PRODUCER

COUNTERSIGNATURE OF AUTHORIZED AGENT

180009 - 6-65 SETS

MARGRP CDA dm - 0022

LS 002762

3351431897

Endorsement #8

It is understood and agreed that the minimum and deposit premium for the period January 18, 1972 to January 18, 1973, is $21,000.

The basis of premium is amended to read as follows:

$0.1478 per $1,000. of gross receipts and/or sales for the first million dollars of coverage and an additional $4,000. for the next four million dollars of limits.

POLICY NUMBER	INSURED	EFFECTIVE
XLB 106 00 15	The Marmon Group	1/18/72

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF TEXAS
FIREMAN'S FUND INSURANCE COMPANY OF ILLINOIS

PRESIDENT

PRODUCER: Marsh & McLennan

COUNTERSIGNATURE OF AUTHORIZED AGENT

160009-6-65 SETS

MARGRP CDA dm - 0023

LS 002763

3351431895

Endorsement #9

It is agreed that Item #7, of the Declarations, Schedule of Primary Policies, is amended to read as follows:

Allstate Insurance Company

Policy Number	32 091 763
Policy Period	October 1, 1971 to 1972

Automobile Liability

Bodily Injury Liability	$100,000. each person $300,000. each accident
Property Damage Liability	$100,000. each accident

Employer's Mutual Liability Insurance Company

Policy Number	022200041274
Policy Period	September 1, 1971 to 1972

Comprehensive General Liability

Bodily Injury Liability	$100,000. each person $300,000. each occurrence $300,000. aggregate products
Property Damage Liability	$100,000. each occurrence $100,000. aggregate operations $100,000. aggregate protective $100,000. aggregate products $100,000. aggregate contractual

Employer's Mutual Liability Insurance Company

Policy Number	021202041274
Policy Period	September 1, 1971 to 1972

Workmen's Compensation and Employer's Liability

Employer's Liability	$100,000. each accident

Employer's Insurance Company of Wausau

Policy Number	022203041274
Policy Period	October 15, 1971 to 1972

Continued

POLICY NUMBER	INSURED	EFFECTIVE
XLB 106 00 15	The Marmon Group	1/18/72

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF TEXAS
FIREMAN'S FUND INSURANCE COMPANY OF ILLINOIS

PRESIDENT

PRODUCER: Marsh & McLennan

COUNTERSIGNATURE OF AUTHORIZED AGENT

180001—1-65 SETS

MARGRP CDA dm - 0024

LS 002764

3351431896

Endorsement #9

Continued

Employer's Insurance of Wausau

Aircraft non ownership & Hired	$10,000,000.	Combined Single Limit for Bodily Injury and Property Damage for any one single accident

Employer's Mutual Liability Insurance Company

Policy Number	022202041274
Policy Period	September 1, 1971 to 1972

Automobile Liability

Bodily Injury Liability	$ 100,000.	each person
	$ 300,000.	each occurrence
Property Damage Liability	$ 100,000.	each occurrence

Employer's Insurance Company of Wausau

Policy Number	272200021096
Policy Period	September 1, 1971 to 1972

Comprehensive General Liability

Bodily Injury Liability	$ 100,000.	each person
	$ 300,000.	each occurrence
Property Damage Liability	$ 100,000.	each occurrence

St. Paul Mercury Insurance Company

Policy Number	CGL 15661
Policy Period	September 1, 1971 to 1972

Comprehensive General Liability

Bodily Injury Liability	$ 100,000.	each person
	$ 300,000.	each occurrence
Property Damage Liability	$ 100,000.	each occurrence

POLICY NUMBER	INSURED	EFFECTIVE
XLB 106 00 15	The Marmon Group	1/18/72

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF TEXAS
FIREMAN'S FUND INSURANCE COMPANY OF ILLINOIS

PRESIDENT

PRODUCER
Marsh & McLennan

COUNTERSIGNATURE OF AUTHORIZED AGENT

180001—1-65 SETS

MARGRP CDA dm - 0025

LS 002765

3351431894

Endorsement #10

In consideration of a premium to be determined at audit, it is understood and agreed that the following is added to the schedule of Named Insured's but only to the extent that insurance is afforded under the primary policies stated in the declarations.

Active Gear Company
International Gear Company
Service Castor Company

NO CODING NECESSARY
IN ENTRY DEPARTMENT SUBJECT TO AUDIT

POLICY NUMBER	INSURED	EFFECTIVE
XLB 106 00 15	Marmon Group	4/1/72

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF TEXAS

PRESIDENT

PRODUCER
Marsh and McLennan, Inc.

COUNTERSIGNATURE OF AUTHORIZED AGENT

180009 - 6-65 SETS

MARGRP CDA dm - 0026

LS 002766

3351431893.

Endorsement #11

In consideration of the premium charged, it is understood and agreed that the following are excluded from coverage:

American Steel & Pump
East Texas Steel Castings
Fitzsimons Steel Co.
Huron Steel
Oklahoma Steel Castings
Webb Metal
Webb Wheel
Keystone Tubular Service Corp.
Penn Brass and Copper Company
Penn Engineered Products, Inc.

POLICY NUMBER	INSURED	EFFECTIVE
XLB 106 00 15	Marmon Group, Inc.	1/18/71

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

Edward B. Hyman
PRESIDENT

PRODUCER
Marsh & McLennan, Inc.

COUNTERSIGNATURE OF AUTHORIZED AGENT

160001—1-65 SETS

MARGRP CDA dm - 0027

LS 002767

3351431892

Endorsement #12

It is understood and agreed that the minimum and deposit premium for the period January 18, 1973 to January 18, 1974 is $21,000.

The basis of premium is amended to read as follows:

$0.1478 per $1,000. of gross receipts and/or sales for the first million dollars of coverage and an additional $4,000. for the next four million dollars of limits.

POLICY NUMBER	INSURED	EFFECTIVE
XLB 106 00 15	The Marmon Group	1/18/73

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT

PRODUCER: Marsh and McLennan, Inc.

COUNTERSIGNATURE OF AUTHORIZED AGENT

160000-6-66 SETS

MARGRP CDA dm - 0028

LS 002768

3351431891

Endorsement #13

It is understood and agreed that the following are added to the schedule of Named Insured's.

Penn Brass and Copper Company
Penn Engineered Products, Inc.

POLICY NUMBER	INSURED	EFFECTIVE
XLB 106 00 15	The Marmon Group	3/1/73

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

Edward D. Spencer
PRESIDENT

PRODUCER
Marsh and McLennan, Inc.

COUNTERSIGNATURE OF AUTHORIZED AGENT

180008-6-65 SETS

MARGRP CDA dm - 0029

LS 002769

3351431888

Endorsement #14

It is agreed that Item #7, of the Declarations, Schedule of Primary Policies, is amended to read as follows:

Allstate Insurance Company

Policy Number: 32 091 763
Policy Period: October 1, 1972 to 1973

Automobile Liability

Bodily Injury Liability $100,000. each person
$300,000. each accident

Property Damage Liability $100,000. each accident

Employers' Mutual Liability Insurance Company

Policy Number: 0223 00 041274
Policy Period: September 1, 1972 to 1973

Comprehensive General Liability

Bodily Injury Liability $100,000. each person
$300,000. each occurrence
$300,000. aggregate products

Property Damage Liability $100,000. each occurrence
$100,000. aggregate operations
$100,000. aggregate protective
$100,000. aggregate products
$100,000. aggregate contractual

Employers' Mutual Liability Insurance Company

Policy Number: 0213 02 041274
Policy Period: September 1, 1972 to 1973

Workmen's Compensation and Employers' Liability

Employers' Liability $100,000. each accident

Continued

POLICY NUMBER	INSURED	EFFECTIVE
XLB 106 00 15	The Marmon Group	1/18/73

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRODUCER
Marsh & McLennan, Inc.

COUNTERSIGNATURE OF AUTHORIZED AGENT

PRESIDENT

180001—1-65 SETS

MARGRP CDA dm - 0030

LS 002770

3351431889

Page II Endorsement #14

Continued

United States Aviation Insurance Group

Policy Number: 400 12305
Policy Period: October 15, 1972 to 1973

Aircraft Non Ownership and Hired $10,000,000. Combined Single Limit for Bodily Injury and Property Damage for any one single accident

Employers' Mutual Liability Insurance Company

Policy Number: 022302 041274
Policy Period: September 1, 1972 to 1973

Automobile Liability

Bodily Injury Liability $ 100,000. each person
$ 300,000. each occurrence

Property Damage Liability $ 100,000. each occurrence

Employers' Insurance Company of Wausau (Canada)

Policy Number: 2723 00 021096
Policy Period: September 1, 1972 to 1973

Comprehensive General Liability

Bodily Injury Liability $ 100,000. each person
$ 300,000. each occurrence

Property Damage Liability $ 100,000. each occurrence

Employers' Insurance Company of Wausau (Canada)

Automobile Liability

Bodily Injury Liability $ 100,000. each person
$ 300,000. each occurrence

Property Damage Liability $ 100,000. each occurrence

POLICY NUMBER	INSURED	EFFECTIVE
XLB 106 00 15	Continued The Marmon Group	1/18/73

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT

PRODUCER
Marsh & McLennan, Inc.

COUNTERSIGNATURE OF AUTHORIZED AGENT

180001—1-65 SETS

MARGRP CDA dm - 0031

LS 002771

3351431890

Endorsement #14

Page III

St. Paul Mercury Insurance Company (Foreign)

Policy Number: CSL 15662
Policy Period: September 1, 1972 to 1973

Comprehensive General Liability

Bodily Injury Liability	$100,000. each person $300,000. each occurrence
Property Damage Liability	$100,000. each occurrence

Includes Automobile Liability

Bodily Injury Liability	$100,000. each person $300,000. each occurrence
Property Damage Liability	$100,000. each occurrence

POLICY NUMBER	INSURED	EFFECTIVE
XLB 106 00 15	The Marmon Group	1/18/73

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

Stuart O. Ingrid
PRESIDENT

PRODUCER
Marsh & McLennan, Inc.

COUNTERSIGNATURE OF AUTHORIZED AGENT

180001—1-65 SETS

MARGRP CDA dm - 0032

LS 002772

3351431887

Endorsement #15

It is understood and agreed that the following are added to the schedule of Named Insured's"

Penn Capillary Tube Co.

POLICY NUMBER	INSURED	EFFECTIVE
XLB 106 00 15	The Marmon Group	7/1/73

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT

PRODUCER
Marsh & McLennan, Inc.

COUNTERSIGNATURE OF AUTHORIZED AGENT

180009-6-65 SETS

MARGRP CDA dm - 0033

LS 002773

EXCESS THIRD PARTY LIABILITY POLICY

CNA CONTINENTAL NATIONAL AMERICAN GROUP

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BELOW
(A stock insurance company, herein called the company)
Continental Center/310 S. Michigan Ave./Chicago, Ill. 60604

- [x] CONTINENTAL CASUALTY COMPANY
- [ ] NATIONAL FIRE INSURANCE COMPANY of Hartford
- [ ] AMERICAN CASUALTY COMPANY of Reading, Pa.
- [ ] TRANSPORTATION INSURANCE COMPANY
- [ ] TRANSCONTINENTAL INSURANCE COMPANY
- [ ] VALLEY FORGE INSURANCE COMPANY

Item

DECLARATIONS

1. AGENCY NO. 010038 | POLICY NUMBER RDX 01 808 48 62

NAMED INSURED & ADDRESS: (Number & Street, Town, County & State)

The Marmon Group, Inc.
39 South La Salle Street
Chicago, Illinois

2. Policy Period: (hereinafter called "this policy period") 8/27/71 To: 8/27/74 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN.

3. Schedule of Underlying Insurance: Insurer and Policy Number

See Endorsement #1

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.

COLUMN I — Company Limits		IN EXCESS OF — Underlying Limits	COLUMN II	COLUMN III — Total Limits		Coverage
$	Each Person	$		$		A. Bodily Injury
$	Each Occurrence	$		$		Automobile
$	Each Person	$		$		B. Bodily Injury
$	Each Occurrence	$		$		Except Automobile
$	Aggregate	$		$		
$	Each Occurrence	$		$		C. Property Damage Automobile
$	Each Occurrence	$		$		D. Property Damage
$	Aggregate	$		$		Except Automobile
$	Each Occurrence	$		$		E. Combined Single Limit Bodily
$	Aggregate	$		$		Injury and Property Damage
See Endorsement #1						F. Other

5. Premium Computation

Premium Basis	Estimated Exposure	Rate	Estimated Premium
Flat		Flat	$12,150.

Deposit Premium: $ 12,150. on effective date of policy
$
$
Audit Period None

Minimum Premium: $ Annual
$ 12,150. Policy term

Countersigned by Marsh & McLennan Agency, Inc.
Licensed Resident Agent

G-40219-A

MI 00145

MARGRP CDA dm - 0034

LS 002774

The company agrees with the named insured, in consideration of the payment of the premium and subject to the provisions of this policy:

PART I — INSURING AGREEMENTS

1. Excess Liability Indemnity

To indemnify the insured for the amount of loss which is in excess of the applicable limits of liability of the underlying insurance inserted in column II of item 4 in the declarations; provided that this policy shall apply only to those coverages for which a limit of liability is inserted in column I; provided further that the limit of the company's liability under this policy shall not exceed the applicable amount inserted in column I.

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

If the applicable coverage in the immediate underlying policy insures accidents rather than occurrences, then "accident" is substituted for "occurrence" in the applicable coverage of this policy.

2. Policy Period: Termination of Underlying Insurance

This policy applies to injury or destruction taking place during this policy period, provided that when the immediate underlying policy insures occurrences taking place during its policy period, instead of injury or destruction taking place during its policy period, then this policy likewise applies to occurrences taking place during this policy period and "occurrences" is substituted for "injury or destruction" in Part III of this policy.

If the immediate underlying policy is canceled, this policy likewise is canceled effective on the same date at the same time and without notice to the insureds. If the immediate underlying policy otherwise ceases to apply (for reasons other than the exhaustion of an aggregate limit of liability), this policy likewise ceases to apply to the same extent on the same date at the same time and without notice to the insureds.

PART II — DEFINITIONS

1. Immediate Underlying Policy

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

2. Loss

"Loss" means the sums paid as damages in settlement of a claim or in satisfaction of a judgment for which the insured is legally liable, after making deductions for all recoveries, salvages and other insurances (whether recoverable or not) other than the underlying insurance and excess insurance purchased specifically to be in excess of this policy. "Loss" does not include investigation, adjustment, defense or appeal costs and expenses nor costs and expenses incident to any of the same, notwithstanding that the underlying insurance may provide insurance for such costs and expenses.

3. Underlying Insurance

"Underlying insurance" means the insurance policies listed in item 3 in the declarations and includes any renewal or replacement of such policies.

PART III

PROVISIONS GOVERNING THE APPLICATION OF THE AGGREGATE LIMITS OF LIABILITY

1. Reduction of the Aggregate

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

If the "each occurrence" or "each person" limit of liability of the underlying insurance is less than as stated in column II in item 4 in the declarations because the aggregate limits of liability of the underlying insurance have been reduced, this policy becomes excess of such reduced limit of liability if such reduction is solely the result of injury or destruction occurring after the inception date of this policy and not before. Nothing contained herein shall operate to increase the limit of the company's liability.

2. Application of the Aggregate to Separate Projects

To the extent that the aggregate limits of liability of the immediate underlying policy apply separately to various operations, projects, locations, hazards or types of injury, the aggregate limits of liability of this policy likewise apply separately to such operations, projects, locations, hazards or types of injury.

3. Application of the Aggregate to Periods of Time

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

This paragraph does not apply if the expiration date of this policy and the expiration date or anniversary date of the immediate underlying policy are identical. If this policy is a renewal of a similar policy underwritten by this company, the applicable aggregate limit of liability of this policy for the first period shall be reduced by any amounts paid or payable on account of injury or destruction taking place during the final aggregate period of the policy renewed. The final aggregate period of the policy renewed shall be determined in the same manner as the final aggregate period for this policy.

PART IV — NUCLEAR ENERGY LIABILITY EXCLUSION

The following exclusion applies in addition to those in the immediate underlying policy.

Except with respect to automobiles registered in the State of New York, this policy does not apply:

A. to bodily injury or property damage

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

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

B. 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 "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,

It is agreed that the Limit of Liability afforded under this policy is:

$5,000,000. "Each Occurrence"

$5,000,000. "Aggregate"
Combined Single Limit Bodily Injury and/or Property Damage

excess of

$5,000,000. "Each Occurrence"

$5,000,000. "Aggregate"
Combined Single Limit Bodily Injury and/or Property Damage
Umbrella Liability

which in turn is excess of primary insurance.

This endorsement forms a part of and is for attachment to the following described policy issued by the CONTINENTAL NATIONAL AMERICAN GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
1	RDX018084862

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

CNA CONTINENTAL NATIONAL AMERICAN GROUP

Countersigned by _____
Licensed Resident Agent

Plant Endorsement

MI 00147

MARGRP CDA dm - 0036

LS 002776

INSOLVENCY OR BANKRUPTCY CLAUSE ENDORSEMENT
(ILLINOIS)

It is agreed that the policy is amended to add the following Condition:

Insolvency or bankruptcy of the insured shall not release the Company from any of its obligations hereunder. In case execution against the insured on any final judgment covered by this insurance shall be returned unsatisfied because of such insolvency or bankruptcy then an action may be maintained by the injured person or his or her personal representative against the Company under the terms of this policy and subject to all the conditions thereof for the amount of the judgment in such action not exceeding the amount of this policy.

This endorsement forms a part of and is for attachment to the following described policy issued by the CONTINENTAL NATIONAL AMERICAN GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed		*Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy*	
ENDT. NO.	POLICY NO.	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
2.	RDX018084862		

CNA CONTINENTAL NATIONAL AMERICAN GROUP

Countersigned by _____ Inc.
Licensed Resident Agent

G-40251-A

MI 00148

MARGRP CDA dm - 0037

LS 002777

LIABILITY POLICY

EXCLUSION
(Contamination or Pollution)

It is agreed that the insurance 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.

It is further 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, the insurance does not apply to bodily injury or property damage arising out of such discharge, dispersal, release or escape whether or not sudden and 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

Special State Exception: Paragraph two of this endorsement does not apply to bodily injury or property damage taking place within Tennessee or West Virginia.

This endorsement forms a part of and is for attachment to the following described policy issued by the CNA/INSURANCE company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	*Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy*		
ENDT. NO.	POLICY NO.	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
3	RDX018084862		

CNA/insurance

Countersigned by _____
Authorized Agent

Form G-40345-B

MI 00149

MARGRP CDA dm - 0038

LS 002778

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,

and includes ... 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.

PART V — CONDITIONS

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

Any change in coverage in the underlying insurance shall be promptly reported to the company and the insured shall, upon request, furnish the company with copies of such changes.

Any change in the premium for the underlying insurance shall be promptly reported to the company and the premium for this policy, subject to the minimum premium, may be adjusted in accordance with the manuals of the company then in effect.

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

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

3. **Action Against Company**

No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy.

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

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

4. **Subrogation and Other Recoveries**

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

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

5. **Other Insurance**

This condition does not apply with respect to the underlying insurance or excess insurance purchased specifically to be in excess of this policy.

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

6. **Cancellation**

This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in the declarations written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

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

7. **First Named Insured**

The insured first named in item 1 in the declarations is authorized to act on behalf of all named insureds and other insureds with respect to the giving and receiving of notice of cancellation and to receiving any return premium that may become payable under this policy. The insured first named in item 1 in the declarations is responsible for the payment of all premiums but the other named insureds jointly and severally agree to make such premium payments in full if the insured first named in item 1 fails to pay the amount due within thirty days after the company gives a written demand for payment to the insured first named in item 1.

In witness whereof, the company has caused this policy to be signed by its president and a secretary at Chicago, Illinois, but the policy shall not become valid until countersigned on the declarations page by a duly authorized representative of the company.

Continental Casualty Company Transportation Insurance Company	National Fire Insurance Company of Hartford Transcontinental Insurance Company	American Casualty Company of Reading, Pa. Valley Forge Insurance Company
Secretary ... President	Secretary ... President	Secretary ... President

MI 00150

MARGRP CDA dm - 0039

LS 002779

EXCESS LIABILITY POLICY

The HOME Insurance Company
New York, N.Y.

METROPOLITAN OFFICE, NEW YORK

ITEM 1. Insured's Name and Mailing Address

Cerro Corporation, Etal
(As Per Endorsement #1)
300 Park Avenue
New York, N.Y. 10022

Producer

FRED S JAMES & Co
55 WATER STREET
NY 10041

Marsh & McLennan, Inc.
70 Pine Street
New York, N.Y. 10005

1/1/72	1/1/75	3	50167	081	RK
Inception (Mo. Day Yr.)	Expiration (Mo. Day Yr.)	Years	Producer No.	OPC	State Loc.

FROM: January 1, 1972 TO: January 1, 1975
12:01 Standard Time at the address of the Named Insured as stated herein

ITEM 2. LIMITS OF LIABILITY (As Per Insuring Agreement No. 2)

LIMIT IN ALL IN RESPECT OF EACH OCCURRENCE	$10,000,000.00
LIMIT IN THE AGGREGATE FOR EACH ANNUAL PERIOD WHERE APPLICABLE	$10,000,000.00

ITEM 3. PREMIUMS

THE PREMIUM IS BASED UPON	MINIMUM PREMIUM
NOT APPLICABLE	$ 125,000.00
	ADVANCED PREMIUM
DURING THE POLICY PERIOD	$ 125,000.00

PREMIUM IF PAID IN INSTALLMENTS

EFFECTIVE DATE	1st ANNIVERSARY	2nd ANNIVERSARY	TOTAL PREMIUM →	$

Leadership Prem $16,500 Syn

In Witness Whereof, the said THE HOME INSURANCE COMPANY, NEW YORK has caused these Presents to be signed by its President and attested by its Secretary, in the City of New York, and this policy is made and accepted upon the above express conditions, but shall not be valid unless countersigned by a duly Authorized Representative of the Company at place of issue.

Joseph F. Quinn
Secretary

President

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)	DATE
R. N. Christain Senior Vice President	1/13/72

H20254 F 7/68
Printed in U.S.A.

MARGRP CDA dm - 0040

S 002780

THE HOME INSURANCE COMPANY
New York, New York

MANUSCRIPT EXCESS LIABILITY POLICY

(A stock 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 i reliance upon the statements in the declarations and subject to the insuring agreements, limits of liability, definitions, exclusion conditions, and other terms of this policy:

INSURING AGREEMENTS

I. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

(a) imposed upon the Insured by law,

or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages, direct or consequential and expenses, all as more fully defined by the term "ultimate net loss" on account of:—

(i) Personal Injuries, including death at any time resulting therefrom,

(ii) Property Damage,

(iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY

The Company shall only be liable for the ultimate net loss the excess of either

(a) the limits of the underlying insurances as set out in th attached schedule in respect of each occurrence covere by said underlying insurances,

or (b) ~~$25,000~~ 100,000 ultimate net loss in respect of each occurrenc not covered by underlying insurances,

(hereinafter called the "underlying limits"):

and then only up to a further sum as stated in Item 2 of th Declarations in all in respect of each occurrence—subject to a limit as stated in Item 2 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 o Personal Injury (fatal or non-fatal) by Occupational Disease sus tained by any employees of the Insured.

In the event of reduction or exhaustion of the aggregate limit of liability under said underlying insurance by reason of losse paid thereunder, this policy shall

(1) in the event of reduction pay the excess of the reduce underlying limit

(2) in the event of exhaustion continue in force as under lying insurance.

The inclusion or addition hereunder of more than one Insurec shall not operate to increase the Company's limit of liability.

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

1. INSURED

Named Insured: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company (Hereinafter called the "Named Insured").

The unqualified word "Insured", wherever used in this policy, includes not only the Named Insured but also:—

(a) any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Insured;

(b) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or used by them;

(c) any additional insured (not being the Named Insured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Insured under any underlying insurances as set out in attached Schedule;

(d) with respect to any automobile owned by the Named Insured or hired for use in behalf of the Named Insured, or to any aircraft owned by or hired for use in behalf of the Named Insured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Insured. The insurance extended by this sub-division (d), with respect to any person or organization other than the Named Insured, shall not apply—

1. to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;

2. to any manufacturer of aircraft, engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of the operation thereof;

3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (d) shall not apply if it restricts the insurance granted under sub-division (c) above.

2. PERSONAL INJURIES

The term "Personal Injuries" wherever used herein means bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination (except where it is a violation of a statute or regulation prohibiting such) humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.

3. PROPERTY DAMAGE

The term "Property Damage" wherever used herein shall mean loss of or direct damage to or destruction of tangible property (other than property owned by the Named Insured).

4. ADVERTISING LIABILITY

The term "Advertising Liability" wherever used herein shall mean:—

(1) Libel, slander or defamation;

(2) Any infringement of copyright or of title or of slogan;

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

(4) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's Advertising activities.

5. OCCURRENCE

The term "occurrence" wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

6. ULTIMATE NET LOSS

The term "Ultimate Net Loss" shall mean the total sum which the Insured, or any company as his 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 as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Insured's or of any underlying insurer's permanent em-

NON-PREMIUM ENDORSEMENT — **Endorsement No. 1**

Issued by –

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC 4344274	Cerro Corporation, Etal
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1/1/72	1/13/72
PRODUCER	PRODUCER NO. -OPC
Marsh & McLennan, Inc.	50167-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

NAMED INSURED

Cerro Corporation

Leadership Housing Systems Inc.

Asbestos Mines of Northern Greece

Mining Societe Anonyme

Stereo Tape Club of America

Leadership Housing Inc
Includes our
Don Williams
2/3/72

R. N. Christian
SIGNATURE OF AUTHORIZED REPRESENTATIVE

H22300 (FM) 5/68

MARGRP CDA dm - 0042

LS 002782

PREMIUM ENDORSEMENT

Endorsement No. 11 Page 1

ISSUED BY

[X] THE HOME INSURANCE COMPANY [ ] THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC 4 34 42 74	Cerro Corporation, Etal.
POLICY INCEPTION	POLICY EXPIRATION
1/1/72	1/1/75
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
2/18/72	3/16/72 jg
PRODUCER	PRODUCER NO. - OPC
Marsh & McLennan, Inc.	50167-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the additional premium of $10,038.00 charged, it is agreed the BEHRING CORPORATION is included as a Named Insured.

It is also agreed that such insurance as is afforded by this policy shall not apply to personal property in the Insureds care, custody or control.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	ADDITIONAL PREMIUM	RETURN PREMIUM
	$ 10,038.00	$
DATE SIGNED	PRO RATA OF	PRO RATA OR SHORT RATE OF
	$ 10,500.00	$

Complete only if Policy is written on installment plan:

DATES PREMIUM DUE	END. EFF. DATE Month Yr.	ANNIVERSARY DATE Month Yr.	ANNIVERSARY DATE Month Yr.	ANNIVERSARY DATE Month Yr.	*TOTAL
[ ] ADD'L PREMIUM					
[ ] RETURN PREMIUM					
REVISED INSTALLMENTS	X				

*AMOUNT SHOWN MUST BE SAME AS IN ADDITIONAL PREMIUM OR RETURN PREM. BLOCK.

H 21739 F 11/68

MARGRP CDA dm - 0043

LS 002783

INSURED HOME NEW YORK

PREMIUM ENDORSEMENT

Endorsement No. 13

ISSUED BY

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC 4 34 42 74	Cerro Corporation Etal
POLICY INCEPTION	**POLICY EXPIRATION**
1/1/72	1/1/75
EFFECTIVE DATE AND TIME OF ENDORSEMENT	**DATE PREPARED**
3/27/72	4/24/72 eg
PRODUCER	**PRODUCER NO. - OPC**
Marsh & McLennan, Inc.	50167-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the Additional Premium of $922.00 charged, it is agreed that Rich Development Corporation is included as a Named Insured.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	ADDITIONAL PREMIUM	RETURN PREMIUM
Q.h. Christian	$ 922.00	$
DATE SIGNED	**PRO RATA OF**	**PRO RATA OR SHORT RATE OF**
4/26/72	$ 1,000.00	$

Complete only if Policy is written on installment plan:

DATES PREMIUM DUE	END. EFF. DATE Month Yr.	ANNIVERSARY DATE Month Yr.	ANNIVERSARY DATE Month Yr.	ANNIVERSARY DATE Month Yr.	*TOTAL
☐ ADD'L PREMIUM					
☐ RETURN PREMIUM					
REVISED INSTALLMENTS	X				

*AMOUNT SHOWN MUST BE SAME AS IN ADDITIONAL PREMIUM OR RETURN PREM. BLOCK.

H 21789 P 11/68

MARGRP CDA dm - 0044

LS 002784

PREMIUM ENDORSEMENT

Endorsement No. 14 (Revised)

ISSUED BY

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC 4344274	Cerro Corporation Etal
POLICY INCEPTION	**POLICY EXPIRATION**
1/1/72	1/1/75
EFFECTIVE DATE AND TIME OF ENDORSEMENT	**DATE PREPARED**
3/28/72	5/12/72 tf
PRODUCER	**PRODUCER NO. - OPC**
Marsh & McLennan, Inc.	50167-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of an Additional Premium of $4,145.00 charged, it is agreed that the following is included as a Named Insured:

"Cerro's Fluorspar Project in Kentucky"

SIGNATURE OF AUTHORIZED REPRESENTATIVE	ADDITIONAL PREMIUM	RETURN PREMIUM
W. B. Christian	$ 4,145.00	$
DATE SIGNED	**PRO RATA OF**	**PRO RATA OR SHORT RATE OF**
	$ 4,500.00	$

Complete only if Policy is written on installment plan:

DATES PREMIUM DUE	END. EFF. DATE Month Yr.	ANNIVERSARY DATE Month Yr.	ANNIVERSARY DATE Month Yr.	ANNIVERSARY DATE Month Yr.	*TOTAL
☐ ADD'L PREMIUM					
☐ RETURN PREMIUM					
REVISED INSTALLMENTS					

*AMOUNT SHOWN MUST BE SAME AS IN ADDITIONAL PREMIUM OR RETURN PREM. BLOCK.

H21739 F 11/68

MARGRP CDA dm - 0045

LS 002785

NON-PREMIUM ENDORSEMENT Endorsement No. 15

Issued by –

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC 4 34 42 74	Cerro Corporation, etal
EFFECTIVE DATE	DATE PREPARED
6/2/72	8/21/72 BD
PRODUCER	PRODUCER NO. – OPC
Marsh & McLennan Inc.	50167-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that Richmar Development Corporation is included as a Named Insured in lieu of Rich Development Corporation.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H22301 F 7/68

NON-PREMIUM ENDORSEMENT

Endorsement No. 16

Issued by –

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC 4 34 42 74	Cerro Corporation, etal
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
6/30/72	8/21/72 BD
PRODUCER	PRODUCER NO. –OPC
Marsh & McLennan Inc.	50167-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that Endorsement No. 4 of this policy is hereby cancelled in its entirety.

A. N. Christian

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FHI) 5/68

NON-PREMIUM ENDORSEMENT Endorsement No. 18

Issued by –

[X] THE HOME INSURANCE COMPANY [ ] THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC 4 34 42 74	Cerro Corporation, etal.

EFFECTIVE DATE	DATE PREPARED
9/1/72	9/28/72

PRODUCER	PRODUCER NO. – OPC
Marsh & McLennan, Inc.	50167-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that Leadership Housing, Inc. is included as a Named Insured in lieu of "Behring Corporation."

SIGNATURE OF AUTHORIZED REPRESENTATIVE

iw

H22301 F 7/68

NON-PREMIUM ENDORSEMENT

Endorsement No. 19

Issued by –

☑ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC 4 34 42 74	Cerro Corporation, etal.
EFFECTIVE DATE AND TIME OF ENDORSEMENT: 6/30/72	DATE PREPARED: 9/28/72
PRODUCER: Marsh & McLennan, Inc.	PRODUCER NO. –OPC: 50167-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

SCHEDULE OF UNDERLYING INSURANCES

POLICY NUMBER	PRIMARY CARRIER	COVERAGE	EACH PERSON	EACH ACCIDENT	AGGREGATE
Foreign Coverage Peru					
To Be Advised	LaFenix Dis.	Comprehensive General Liability Including Products Liability Bodily Injury & Property Damage	__ __	$ 500,000.00	Single Limit
To Be Advised	LaFenix Dis.	Automobile Liability Bodily Injury & Property Damage	__ __	500,000.00	__ __ -

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H22300 D 5/68 #4 iw

MARGRP CDA dm - 0049

LS 002789

NON-PREMIUM ENDORSEMENT

Endorsement No 23

Issued by –

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC 4344274	Cerro Corporation, Etal
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
3/8/74	3/21/74 mp
PRODUCER	PRODUCER NO. –OPC
Marsh & McLennan, Inc.	50167-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that the Named Insured is amended to include:

Cerro CATV Devices, Inc.

C. M. Christian

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FHI) 5/68

MARGRP CDA dm - 0050

LS 002790

THE HOME INSURANCE COMPANY
DAILY REPORT

Excess Copy

RECEIVING OR IN LIEU OF	RATE OF COMM.	SUBJECT TO AUDIT	
New	15	Yes ☐ No ☒	HEC 4763007

CO.	ACCT. ID CODE	STAT. STATE	TERM	TRANS. CODE	RATE OF COMMISSION	MAJOR LINE CODE	REINS OR TAX LOC		SUB. LINE 46-48			STATISTICAL PREMIUM	IF PAID ON INSTALLMENT MONTH & YR.	COLLECT PREM.
A	07					772			770			13,958.00		
												13,958.00		
												13,958.00		

THE HOME INSURANCE COMPANY
EXCESS LIABILITY POLICY

INS

COLLECTION PREMIUM

KEY PUNCH

CHICAGO OFFICE, ILLINOIS

Insured's Name and Mailing Address

The Marmon Group, Inc.
39 S. LaSalle Street
Chicago, Illinois 60603
(see endorsement #1)

Producer 10-17-7

Marsh & McLennan Agency, Inc.
Marlennan Plaza
222 S. Riverside Plaza
Chicago, Illinois 60606

9-1-73	9-1-76	3		9295	311	Ill. 10-17
Inception (Mo. Day Yr.)	Expiration (Mo. Day Yr.)	Years	Control	Producer No.	OPC	State Loc.

HEC 4763007

FROM: September 1, 1973 TO: September 1, 1976
Standard Time at the address of the Named Insured as stated herein

ITEM 2. LIMITS OF LIABILITY (As Per Insuring Agreement No. 2)

LIMIT IN ALL IN RESPECT OF EACH OCCURRENCE	$ 5,000,000.00
LIMIT IN THE AGGREGATE FOR EACH ANNUAL PERIOD WHERE APPLICABLE	$ 5,000,000.00

ITEM 3. PREMIUMS

THE PREMIUM IS BASED UPON	MINIMUM PREMIUM
Annual Installments adjustable at a rate of .066 per $1,000.00 of Sales.	$ 13,958.00
	ADVANCED PREMIUM
DURING THE POLICY PERIOD	$ 13,958.00

PREMIUM IF PAID IN INSTALLMENTS

EFFECTIVE DATE	1st ANNIVERSARY	2nd ANNIVERSARY	TOTAL PREMIUM →	
$13,958.00	$13,958.00	$13,959.00		$ 41,875.00

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE) DATE

mt 10/18/73

H20254 F DR 7/68

MAIL TO CENTRAL PROCESSING DEPARTMENT—(F.O. COPY)

MARGRP CDA dm - 0051

LS 002791

NON-PREMIUM ENDORSEMENT

Endorsement No. 1

Issued by — (TYPE FULL NAME OF INSURING COMPANY)

The Home Insurance Company

POLICY NUMBER	NAMED INSURED
FSC4 76 30 07	The Marmon Group, Inc.
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
9-1-73	10-17-73 mw
PRODUCER	PRODUCER NO. —OPC
Marsh & McLennan Agency	9295-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged it is agreed that Item 1, the Insured's Name is amended to include the following:

a) The Colson Company

b) Rockwood & Co.

c) Marmon Enterprises, Inc.

d) GL Corporation

e) The Marmon Group, Inc., (Michigan)

and/or Subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22500 (FH) 11/72

NON-PREMIUM ENDORSEMENT

Endorsement No. 2 (page 1)

Issued by –

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
XEC4 76 30 07	The Marmon Group, Inc.
EFFECTIVE DATE AND TIME OF ENDORSEMENT	ISSUED
9-1-73	10-17-73 EW
PRODUCER	PRODUCER NO.-OPC
Marsh & McLennan Agency, Inc.	9295-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

SCHEDULE OF UNDERLYING INSURANCES

POLICY NUMBER	PRIMARY CARRIER	COVERAGE	EACH PERSON	EACH ACCIDENT	AGGREGATE
To be advised	Firemen's Fund	* Comprehensive General Liability			
		Bodily Injury		$500,000	$500,000
		Property Damage		$200,000	$200,000
To be advised	Firemen's Fund	Products Completed Operations Liability			
		Bodily Injury		$500,000	$500,000
		Property Damage		$200,000	$200,000

* Includes but not limited to Personal Injury A, B, C, Broad Form Property Damage, Blanket Contractual, Host Liquor Liability (including Loss of Means of Support), Incidental Malpractice, Employee Benefits Liability, Hired & Non-Owned Watercraft Coverage, "XCU" Coverage and Employees as additional Insureds.

To be advised	Firemen's Fund	**Comprehensive Automobile Liability			
		Bodily Injury	$200,000	$500,000	
		Property Dam.		$200,000	

** Includes Non-Owned and Hired Car Liability

To be advised	Firemen's Fund	Employer's Liability	$100,000	
To be advised	U.S.A.I.G.	Aircraft Non-Ownership Liability Bodily Injury & Property Damage & Passenger Liability	$10,000,000	Combined Singl Limit

(cont'd)

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 D 5/68 ed

MARGRP CDA dm - 0053

LS 002793

NON-PREMIUM ENDORSEMENT

Endorsement No. 2 (page 2)

Issued by –

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HSC 4 76 30 07	The Harmon Group, Inc.
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
9-1-73	10-17-73 mw
PRODUCER	PRODUCER NO -OPC
Marsh & McLennan Agency, Inc.	9295-511

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

SCHEDULE OF UNDERLYING INSURANCES

POLICY NUMBER	PRIMARY CARRIER	COVERAGE	EACH PERSON	EACH ACCIDENT	AGGREGATE
To be advised	Continental Ins. Co.	Foreign Comprehensive General Liab.			
		Bodily Inj.		$300,000	
		Property Dam.		$100,000	
To be advised	Continental Ins. Co.	Foreign Comprehensive Automobile Liability			
		Bodily Inj.		$300,000	
		Property Dam.		$100,000	

Comprehensive General Liability, Products-Completed Operations, Comprehensive Automobile Liability and Employer's Liability subject to $50,000 Deductible each occurrence.

This schedule applies to the policies listed above and any renewals or replacements thereof.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22303 D 5/68 84

MARGRP CDA dm - 0054

LS 002794

NON-PREMIUM ENDORSEMENT

Endorsement No. 3

Issued by — (TYPE FULL NAME OF INSURING COMPANY)

The Home Insurance Company

POLICY NUMBER	INSURED
HECA 76 30 07	The Marmon Group, Inc.
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
9-1-73	10-17-73 EW
AGENCY	PRODUCER NO. — OPC
Marsh & McLennan Agency, Inc.	9295-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged it is agreed that as respects The Colson Company , the schedule of Underlying Insurances is amended in part as follows:

Policy No.	Primary Carrier	Coverage	Each Person	Each accident
32091763	Allstate	Comprehensive Automobile Liability		
		Bodily Injury	$100,000	$300,000
		Property Dam.		$100,000

It is further agreed that the above schedule is in force until October 1, 1973, at which time such coverage will have been added to the Firemen's Fund primary as per Endorsement 2.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NON-PREMIUM ENDORSEMENT

Endorsement No. 4

Issued by –

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC4 75 30 07	The Marmon Group, Inc.
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
9-1-73	10-17-73 EW
PRODUCER	PRODUCER NO. - OPC
Marsh & McLennan Agency, Inc.	9295-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

NON-CONCURRENCY ENDORSEMENT

In consideration of the premium charged, it is agreed that in the event of reduction of exhaustion of the aggregate limit or limits designated in the Underlying policy or policies solely by payment of losses in respect to accidents or occurrences during the period of such Underlying policy or policies, it is hereby understood and agreed that such insurance as is afforded by this policy shall apply in excess of the reduced Underlying limit, or if such limit is exhausted, shall apply as Underlying Insurance, notwithstanding anything to the contrary in the terms and conditions of this policy.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22303 (FMI 9/68

MARGRP CDA dm - 0056

LS 002796

NON-PREMIUM ENDORSEMENT

Endorsement No. 5

Issued by – (TYPE FULL NAME OF INSURING COMPANY)

The Home Insurance Company

POLICY NUMBER	NAMED INSURED
HBC4 75 30 07	The Marmon Group, Inc.
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
9-1-73	10-17-73 mw
PRODUCER	PRODUCER NO. — OPC
Marsh & McLennan Agency, Inc.	9295-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

EXCESS AS BROAD AS PRIMARY

In consideration of the premium charged, it is understood and agreed that in the event of loss for which the Assured has coverage under the Underlying Insurances, the excess of which would be recoverable hereunder, except for terms and conditions of this policy which are not consistent with the Underlying, then, notwithstanding anything contained herein to the contrary, this policy shall be amended to follow the terms and conditions of the applicable Underlying Insurances in respect of such loss.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FH) 11/72

GU R679a
(Ed. 10-59)

A&G 661a

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

Endt#6

This endorsement, effective 9-1-73 (12:01 A.M., standard time), forms a part of policy No. HEC4 76 30 07

issued to The Marmon Group, Inc.

by The Home Insurance 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.

AUTHENTICO

Authorized Representative

LS 002798

NON-PREMIUM ENDORSEMENT

Endorsement No. 7

Issued by – (TYPE FULL NAME OF INSURING COMPANY)

The Home Insurance Company

POLICY NUMBER	NAMED INSURED
[illegible]4 75 30 07	The Marmon Group, Inc.
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
9-1-73	10-17-73 mw
PRODUCER	PRODUCER NO. —OPC
Marsh & McLennan Agency, Inc.	9295-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

CONTAMINATION AND POLLUTION EXCLUSION

In consideration of the premium charged, it is understood and agreed that such insurance as is afforded by 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 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 neither expected nor intended by the Insured.

It is further understood and agreed that in no event shall coverage provided by this policy for Contamination and Pollution be broader than that provided by the Underlying Insurances set forth in the Schedule of Underlying Insurances.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FH) 11/72

NON-PREMIUM ENDORSEMENT

Endorsement No. 8

Issued by —

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC4 75 30 07	The Marmon Group, Inc.
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
9-1-73	10-17-73 mv
AGENCY	PRODUCER NO - OPC
Marsh & McLennan Agency, Inc.	9295-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that with respect to Insuring Agreement II, Limit of Liability, Section (b) is amended in its entirety to read as follows:

"(b) $10,000 ultimate net loss in respect to each occurrence not covered by underlying insurances."

It is further agreed that the following Insuring Agreement is made a part of the policy:

"III. Defense Settlement:

With respect to any occurrence not covered by the underlying policies listed on Endorsement 2 hereof or any other underlying insurance collectible by the insured, but which is covered by the terms and conditions of this policy or would be except that the ultimate net loss in respect to such occurrence is within the $10,000 figure set forth in Insuring Agreement II (b) above, (hereinafter called the 'retained limit'), 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 and the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient provided, however, that the settlement of any claim or suit within the retained limit shall be with the consent of the insured;

(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, all interest occurring 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.

The amounts so incurred, except settlement or satisfaction 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 within the retained limit paid on behalf of the insured in settlement or satisfaction of a claim or suit. Coverage afforded under this Insuring Agreement shall not apply to defense, investigation, settlement or legal expenses covered by underlying insurances."

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NON-PREMIUM ENDORSEMENT

Endorsement No. 9

Issued by — (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER	NAMED INSURED
HEC 4763007	The Marmon Group, Inc.
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1/1/74	1/29/74
PRODUCER	PRODUCER NO.—OPC
Marsh & McLennan	9295-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged it is agreed that Endorsement #1 should be amended to include the following named insured:

Lawrence Investment, Limited including
Lucayan Towers Maintenance, Ltd.
Freeport, Grand Bahama Island

It is further agreed that the underlying policies for the above are as follows:

Policy Number	Carrier	Coverage	Limits
To Be Advised	Commonwealth Insurance Company	*Comprehensive General Liability Bodily Injury and Property Damage	300,000 Combined Single Limit

It is further agreed that in consideration of the premium charged, with respect to Automobile Liability (Owned or Non-Owned) the Company's Limit of Liability shall only apply in excess of 100/300 B.I. and 50,000 P.D. whether insured or not insured.

*** Includes Personal Injury a,b,c**

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FH) 7/73

MARGRP CDA dm - 0061

LS 002801

NON-PREMIUM ENDORSEMENT

Endorsement No. 10

Issued by – (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER	NAMED INSURED
HEC 4763007	The Marmon Group, Inc.
EFFECTIVE DATE AND TIME OF ENDORSEMENT: 9-1-73	DATE PREPARED: May 22, 1975 kk
PRODUCER: Marsh & McLennan, Inc.	PRODUCER NO – OPC: 09295-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is hereby agreed that the insurance provided by this policy shall not apply to:

Cerro Corporation, its subsidiaries or affiliated companies, including:

Leadership Housing, Inc.
Cerro Spar Corporation
Richmar Development Corp.
Asbestos Mines of Northern Greece
Fetterolf Coal Company

RECEIVED
JUN 2 1975
A. M. CHRISTIAN, SR. VICE PRES.
EXCESS & REINS. DEPARTMENT

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FN) 7/73

MARGRP CDA dm - 0062

LS 002802

CHANGE OF PRODUCER ENDORSEMENT

Endorsement No. 11

Issued by –

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POL. CY. NUMBER	NAMED INSURED
HEC 4763007	The Marmon Group, Inc.
POLICY INCEPTION	**POLICY EXPIRATION**
September 1, 1973	September 1, 1976
EFFECTIVE DATE AND TIME OF ENDORSEMENT	**DATE PREPARED**
May 2, 1975	June 4, 1975 kk
PRODUCER	**PRODUCER NO - OPC**
Marsh & McLennan Agency, Inc.	9295-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

RECEIVED

JUN 12 1975

A. N. CHRISTIAN, SR. VICE PRES.
EXCESS & REINS. DEPARTMENT

New Producer of Record is:

Name: Great Lakes Agency

Address: 175 W. Jackson Blvd.
Chicago, Illinois 60604

Producer No. and OPC: 95196 - 311

Method of Payment:

☐ Prepaid

☒ Installments (if policy is payable on installments, the premium listed in the Installment Section below must be changed to the new producer).

Former Producer ☐ will ☒ will not relinquish commission.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Complete only if Policy is written on installment plan:

DATES DUE	END. EFFECTIVE DATE Month 5 Yr. 75	ANNIVERSARY DATE Month 9 Yr. 75	ANNIVERSARY DATE Month Yr.	ANNIVERSARY DATE Month Yr.	*TOTAL
☐ ADDITIONAL ☐ RETURN PREMIUM	4662.00	13,959.00			
REVISED INSTALLMENTS					*AMOUNT SHOWN MUST BE SAME AS IN ADDITIONAL PREMIUM OR RETURN PREM. BLOCK.

H 23361 F

1

CHANGE OF PRODUCER
ENDORSEMENT

Endorsement No. 12

Issued by –

☑ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HOC 4769007	The Mennen Group, Inc.
POLICY PERIOD FROM	TO
9/1/73	9/1/76
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE ISSUED
8/13/75	9/26/75 jb
AGENCY	PRODUCER – OPC
Great Lakes Agency	95196-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

New Producer of Record is;

Name: Insurance Consultants, Inc.

Address: 230 West Monroe Street
Chicago, Illinois 60606

Producer No. and OPC: 18934-311

Method of Payment:

☐ Prepaid

☒ Installments (if policy is payable on installments, the premium listed in the Installment Section below must be changed to the new producer).

Former Producer ☐ will ☒ will not relinquish commission.

RECEIVED

NOV 13 1975

G. P. SPELIOS, SECRETARY
EXCESS LINES

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Complete only if Policy is written on installment plan:

DATES DUE	CAN. EFFECTIVE DATE Month Yr.	ANNIVERSARY DATE Month 9 Yr. 75	ANNIVERSARY DATE Month Yr.	ANNIVERSARY DATE Month Yr.	*TOTAL
☐ ADDITIONAL ☐ RETURN PREMIUM		13,959.00			
REVISED INSTALLMENTS					

*AMOUNT SHOWN MUST BE SAME AS IN ADDITIONAL PREMIUM OR RETURN PREMIUM

M 2 0351 1

MARGRP CDA dm - 0064

LS 002804

NON-PREMIUM ENDORSEMENT

Endorsement No. 13

Issued by – (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER	NAMED INSURED
HEC 4763007	The Marmon Group, Inc.
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
10-6-75.	12-8-75ea
PRODUCER	PRODUCER NO.-OPC
Insurance Consultants, Inc.	18934-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is agreed that Conditions 5 is hereby amended to read as follows:

5. Termination. The Insured may terminate this Policy at any time by giving to the Company 30 days' previous notice. The Company may terminate this Policy at any time by giving to the Insured 90 days' previous notice. Any such notice shall be sent by registered mail and shall state the date upon which termination shall become effective. The effective date of termination shall be the end of the period of this Policy.

RECEIVED

DEC 22 1975

G. P. SPELIOS, SECRETARY
EXCESS LINES

SIGNATURE OF AUTHORIZED REPRESENTATIVE

N 22300 (FIO 7/73

MARGRP CDA dm - 0065

LS 002805

NON-PREMIUM ENDORSEMENT

Endorsement No. 14

Issued by — (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER	NAMED INSURED
HEC 4763007	The Marmon Group, Inc.
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
11-3-75	12-8-75 es
PRODUCER	PRODUCER NO -OPC
Insurance Consultants, Inc.	18934-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is agreed that the Schedule of Underlying Insurance is hereby amended to read in part as follows:

Policy Number	Primary Carrier	Coverage	Each Person	Each Occurrence	Aggregate
AV0044449	IHA	Aircraft Non-Ownership Liability Bodily Injury Property Damage & Passenger Liability		$20,000,000 combined single Limit	

RECEIVED
DEC 22 1975
G. P. SPELIOS, SECRETARY
EXCESS LINES

SIGNATURE OF AUTHORIZED REPRESENTATIVE

N 22300 (FHO 7/73

MARGRP CDA dm - 0066

LS 002806

MEMORANDUM OF INSURANCE

The HOME Insurance Company
New York, N.Y.

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

ADDRESS OF INSURED: The Marmon Group and Colson Company
39 South LaSalle Street
Chicago, IL

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
HEC 4763007		FROM 9/1/73 TO 9/1/76

DESCRIPTION OF COVERAGE	LIMITS
Excess Comprehensive Personal Injuries and Property Damage Liability including Products-Completed Operations, Contractual, Automobile Liability and Employers Liability and Employers Liability with respect to Occupational Diseases.	$1,000,000 each and every occurrence Combined for Personal Injury and Property Damage Liability and in the aggregate where applicable Excess of Primary Insurances as scheduled in the Policy.

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional insured, nor does it modify in any manner the contracts of insurance between the Insured and the Company. Any amendment, change or extension of such contracts can only be effected by specific endorsement attached thereto.

Should the above mentioned contracts of insurance be cancelled, assigned or changed during the above named policy period in such manner as to affect this document, we, the undersigned, will endeavor to give notice to the holder of this document, [redacted] at least Ten days prior to the effective date thereof.

ISSUED TO: Sears, Roebuck & Company

ADDRESS: Sears Tower
Chicago, IL 60684

MARSH & MCLENNAN AGENCY, INC.
THE HOME INSURANCE COMPANY

DATED: March 7, 1974

BY: John D. McLaughlin

AC 1010. 3/67

MARGRP CDA dm - 0067

LS 002807

01 FIREMAN'S FUND INSURANCE COMPANY — 07 NATIONAL SURETY CORPORATION

DECLARATIONS — 18 THE AME[illegible]AN INSURANCE COMPANY — 15 AM[illegible]CAN AUTOMOBILE INSURANCE COMPANY

07 ◀ INSURING COMPANY (SEE ABOVE)

ITEM 1. NAMED INSURED AND ADDRESS (NUMBER, STREET, TOWN, COUNTY, STATE, ZIP CODE)

POLICY NUMBER LC- 204 54 03

The Marmon Group
(See Endorsement 180009)
39 S. LaSalle Street
Chicago, Illinois

ITEM 2. POLICY PERIOD

FROM 9-1-73 TO Until Cancelled

12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

ITEM 3. THE NAMED INSURED IS

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ JOINT VENTURE
☐ OTHER

ITEM 4. BUSINESS OF THE NAMED INSURED IS

Manufacturer

ITEM 5. LOCATIONS OF ALL PREMISES OWNED, RENTED OR CONTROLLED BY NAMED INSURED

(ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1)

ITEM 6. INTEREST OF NAMED INSURED IN SUCH PREMISES

☐ OWNER ☐ TENANT
☐ GENERAL LESSEE

ITEM 7. PART OCCUPIED BY NAMED INSURED

ITEM 8. AUDIT PERIOD: ANNUAL, UNLESS OTHERWISE STATED

ITEM 9. THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING 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.

PART	COVERAGES		LIMITS OF LIABILITY: EACH PERSON	EACH OCCURRENCE	AGGREGATE	ESTIMATED PREMIUM
I	COMPREHENSIVE GENERAL LIABILITY	A. BODILY INJURY LIABILITY	XXXXXXX	$ 500,000	$ 500,000	$32,473
		B. PROPERTY DAMAGE LIABILITY	XXXXXXX	200,000	200,000	$13,899
II	COMPREHENSIVE AUTOMOBILE LIABILITY	C. BODILY INJURY LIABILITY	200,000	500,000	XXXXXXX	$ 8,312
		D. PROPERTY DAMAGE LIABILITY	XXXXXXX	200,000	XXXXXXX	$ 5,547
AUTOMOBILE PHYSICAL DAMAGE		COMPREHENSIVE	AS SHOWN IN SCHEDULE OF COVERAGE PART			$
		COLLISION				$

ADDITIONAL COVERAGE PART(S)

FORM NUMBER	DESCRIPTION	
105032	Personal Injury Liability Ins. Loss Fund	$ 3,474
105031	Contractual Liability Ins.	

ENDORSEMENTS (IDENTIFY BY FORM NUMBER)

180009; 180007; 180018; 105042; 105075; 100132; 180001; 180026; 105111; 100291; 100184

$

TOTAL ESTIMATED PREMIUM $63,705

MARSH & McLENNAN AGENCY Inc.

ADVANCE PREMIUM ▶ $

DATE OF ISSUE

9-7-73 lhg

COUNTERSIGNATURE OF AUTHORIZED AGENT

By John D. McLaughlin

THIS DECLARATION PAGE IS ISSUED IN CONJUNCTION WITH AND IS A PART OF COMPREHENSIVE LIABILITY POLICY FORM 5901—1-73

MI 00043

MARGRP CDA dm - 0068

LS 002808

COVERAGE PART — CONTRACTUAL LIABILITY INSURANCE

SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES	LIMITS OF LIABILITY
Y - CONTRACTUAL BODILY INJURY LIABILITY	$ .000 EACH PERSON: $ 500 .000 EACH OCCURRENCE
Z - CONTRACTUAL PROPERTY DAMAGE LIABILITY	$ 200 .000 EACH OCCURRENCE: $ 200 .000 AGGREGATE

DESIGNATION OF CONTRACTS	CODE NO.	PREMIUM BASIS (A) NUMBER (B) COST	RATES B. I. (A) PER CONTRACT	RATES P. D. (B) PER $100 OF COST	PREMIUMS BODILY INJURY	PREMIUMS PROPERTY DAMAGE
All written contracts or agreements except 1. an incidental contract as defined; 2. contracts with labor unions; 3. contracts in which a railroad is held harmless whether the work performed under such contract is for a railroad or others Includes oral contracts if put in writing within 60 days.						INCLUDED
ENDORSEMENTS ATTACHED:						
				PREMIUM SUB-TOTAL		
				TOTAL PREMIUM ▶		

I. COVERAGE Y — CONTRACTUAL BODILY INJURY LIABILITY
COVERAGE Z — 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 a contract designated in the schedule for this insurance, shall become legally obligated to pay as **damages** because of

Coverage Y. **bodily injury** or

Coverage Z. **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) if the **insured** or his indemnitee is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of professional services performed by such **insured** or indemnitee, including
(1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
(2) supervisory, inspection or engineering services;

MI 00044

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, etal	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

Fred H Merrill PRESIDENT 70-X

PRODUCER MARSH & McLENNAN AGENCY INC.

COUNTERSIGNATURE OF AUTHORIZED AGENT

By

105031—10-66

MARGRP CDA dm - 0069

LS 002809

NOTICE OF CANCELLATION OR NON-RENEWAL

CUR POLICY NUMBER	EF	DATE OF CANCELLATION OR TERMINATION	ISSU OFFICE	DATE MAILED
LC 204 54 03		8-1-75	Chicago	7-2-75

IF YOU AND YOUR INSURANCE AGENT OR BROKER HAVE NOT ALREADY DISCUSSED ARRANGEMENTS FOR YOUR CONTINUED IN-SURANCE PROTECTION MAY WE SUGGEST YOU DO SO IMMEDIATELY. WE REGRET THAT WE CAN NO LONGER PROVIDE YOU WITH THIS PROTECTION.

Applicable if checked:

☐ You may possibly be eligible for insurance through the Fair Access to Insurance Requirements Plan (FAIR Plan). Contact your agent or broker for further information

NAME AND ADDRESS OF INSURED

LC 204 54 03 B-O

The Marmon Group, Etal
39 South LaSalle Street
Chicago, IL

AGENT OR BROKER

Great Lakes Insurance Agency d/b/a DIX
Martin H. Plutnick & Company
Chicago, IL 60604

Code:

APPLICABLE PARAGRAPH IS MARKED ☒

☐ NON-RENEWAL: On behalf of the company that issued your policy, notice is hereby given that your policy will not be renewed and that your insurance will expire on the termination date shown above.

☒ CANCELLATION: In accordance with policy conditions you are hereby notified by the company designated therein that your policy is cancelled as of the effective date stated above, at the standard time specified in the policy. All liability of the company will cease as of the effective date and time, provided, however, any claim originating prior thereto shall not be prejudiced hereby. Any unearned premium to which you are entitled will be refunded on demand if not sent with this notice.

☐ Reason for cancellation is non-payment of premium.

NAME AND ADDRESS OF LOSS PAYEE

FIREMAN'S FUND INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF TEXAS
NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY
AMERICAN AUTOMOBILE INSURANCE COMPANY
ASSOCIATED INDEMNITY CORPORATION

E. Edmondson
AUTHORIZED SIGNATURE

485048-4-73

MI 00045

MARGRP CDA dm - 0070

LS 002810

NOTICE OF CANCELLATION OR NON-RENEWAL

YOUR POLICY NUMBER	EF	E DATE OF CANCELLATION OR TERMINATION	ISSU OFFICE	DATE MAILED
LC 204 54 03		7/4/75	Chicago	5/28/75

IF YOU AND YOUR INSURANCE AGENT OR BROKER HAVE NOT ALREADY DISCUSSED ARRANGEMENTS FOR YOUR CONTINUED INSURANCE PROTECTION MAY WE SUGGEST YOU DO SO IMMEDIATELY. WE REGRET THAT WE CAN NO LONGER PROVIDE YOU WITH THIS PROTECTION.

Applicable if checked:

☐ You may possibly be eligible for insurance through the Fair Access to Insurance Requirements Plan (FAIR Plan). Contact your agent or broker for further information.

NAME AND ADDRESS OF INSURED

LC 204 54 03

The Marmon Group Etal
39 South LaSalle Street
Chicago, IL

AGENT OR BROKER

Great Lakes Agency
d/b/a Martin H. Plutnick
& co.
Chicago, IL 60604

DH

Code:

APPLICABLE PARAGRAPH IS MARKED ☒

☐ NON-RENEWAL: On behalf of the company that issued your policy, notice is hereby given that your policy will not be renewed and that your insurance will expire on the termination date shown above.

☒ CANCELLATION: In accordance with policy conditions you are hereby notified by the company designated therein that your policy is cancelled as of the effective date stated above, at the standard time specified in the policy. All liability of the company will cease as of the effective date and time, provided, however, any claim originating prior thereto shall not be prejudiced hereby. Any unearned premium to which you are entitled will be refunded on demand if not sent with this notice.

☐ Reason for cancellation is non-payment of premium.

NAME AND ADDRESS OF LOSS PAYEE

FIREMAN'S FUND INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF TEXAS
NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY
AMERICAN AUTOMOBILE INSURANCE COMPANY
ASSOCIATED INDEMNITY CORPORATION

AUTHORIZED SIGNATURE

485048—4-73

MI 00046

MARGRP CDA dm - 0071

LS 002811

NOTICE OF CANCELLATION OR NON-RENEWAL

YOUR POLICY NUMBER	EFFE	DATE OF CANCELLATION OR TERMINATION	ISSU OFFICE	DATE MAILED
LC204 54 03		7-4-75	Chicago	5-2-75

IF YOU AND YOUR INSURANCE AGENT OR BROKER HAVE NOT ALREADY DISCUSSED ARRANGEMENTS FOR YOUR CONTINUED INSURANCE PROTECTION MAY WE SUGGEST YOU DO SO IMMEDIATELY. WE REGRET THAT WE CAN NO LONGER PROVIDE YOU WITH THIS PROTECTION.

Applicable if checked:

☐ You may possibly be eligible for insurance through the Fair Access to Insurance Requirements Plan (FAIR Plan). Contact your agent or broker for further information.

NAME AND ADDRESS OF INSURED

The Marmon Group Etal
39 S. LaSalle Street
Chicago, Ill.

AGENT OR BROKER

Marsh and McLennan, Inc.
Chicago, Ill.

Code:

APPLICABLE PARAGRAPH IS MARKED ☒

☐ NON-RENEWAL: On behalf of the company that issued your policy, notice is hereby given that your policy will not be renewed and that your insurance will expire on the termination date shown above.

☒ CANCELLATION: In accordance with policy conditions you are hereby notified by the company designated therein that your policy is cancelled as of the effective date stated above, at the standard time specified in the policy. All liability of the company will cease as of the effective date and time, provided, however, any claim originating prior thereto shall not be prejudiced hereby. Any unearned premium to which you are entitled will be refunded on demand if not sent with this notice.

☐ Reason for cancellation is non-payment of premium.

NAME AND ADDRESS OF LOSS PAYEE

FIREMAN'S FUND INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF TEXAS
NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY
AMERICAN AUTOMOBILE INSURANCE COMPANY
ASSOCIATED INDEMNITY CORPORATION

E. Edmondson

AUTHORIZED SIGNATURE

485048—4-73

MI 00047

MARGRP CDA dm - 0072

LS 002812

COVERAGE PART — CONTRACTUAL LIABILITY INSURANCE

SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES	LIMITS OF LIABILITY
Y - CONTRACTUAL BODILY INJURY LIABILITY	$,000 EACH PERSON; $ 500 ,000 EACH OCCURRENCE
Z - CONTRACTUAL PROPERTY DAMAGE LIABILITY	$ 200 ,000 EACH OCCURRENCE; $ 200 ,000 AGGREGATE

DESIGNATION OF CONTRACTS	CODE NO.	PREMIUM BASIS	RATES B. I.	RATES P. D.	PREMIUMS BODILY INJURY	PREMIUMS PROPERTY DAMAGE
All written contracts or agreements except 1. an incidental contract as defined; 2. contracts with labor unions; 3. contracts in which a railroad is held harmless whether the work performed under such contract is for a railroad or others Includes oral contracts if put in writing within 60 days.		(A) NUMBER (B) COST	(A) PER CONTRACT (B) PER $100 OF COST		INCLUDED	
ENDORSEMENTS ATTACHED:						
				PREMIUM SUB-TOTAL		
				TOTAL PREMIUM ▶		

I. COVERAGE Y — CONTRACTUAL BODILY INJURY LIABILITY
COVERAGE Z — 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 a contract designated in the schedule for this insurance, shall become legally obligated to pay as **damages** because of

Coverage Y. **bodily injury** or

Coverage Z. **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) if the **insured** or his indemnitee is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of professional services performed by such **insured** or indemnitee, including
(1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
(2) supervisory, inspection or engineering services;

MI 00048

(Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, etal	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

Fred H Merrill PRESIDENT 70-X

MARSH & McLENNAN AGENCY INC.

COUNTERSIGNATURE OF AUTHORIZED AGENT

BY

105031—10-66

MARGRP CDA dm - 0073

LS 002813

(Continued from Obverse Side)

(b) 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;

(c) to **bodily injury** or **property damage** for which the 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 c or, (3) to a person under the influence of alcohol, or (4) which causes or contributes to the intoxication of any person;

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

(e) 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;

(f) 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;

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

(h) 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;

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

(j) 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;

(k) 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;

(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.

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 Y — 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 **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 schedule as applicable to "each **occurrence**".

Coverage Z — 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**.

Coverages Y and Z — 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. ADDITIONAL DEFINITIONS

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

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

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

V. POLICY PERIOD; TERRITORY

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

VI. ADDITIONAL CONDITION

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 pr ding.

When used as a premium basis:
"**cost**" means the total cost to any indemnitee with respect to any contract which is insured 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 the subcontractor, including all fees, allowances, bonuses or commissions made paid or due.

COVERAGE PART — PERSONAL INJURY LIABILITY INSURANCE

SCHEDULE

COVERAGE	LIMITS OF LIABILITY
P. PERSONAL INJURY LIABILITY	$ .000 EACH PERSON AGGREGATE
	$ 500 .000 GENERAL AGGREGATE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO PERSONAL INJURY ARISING OUT OF AN OFFENSE INCLUDED WITHIN SUCH OF THE FOLLOWING GROUPS OF OFFENSES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES.

GROUPS OF OFFENSES	ADVANCE PREMIUM
A. FALSE ARREST, DETENTION OR IMPRISONMENT, OR MALICIOUS PROSECUTION	
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 % | MINIMUM PREMIUM | $ | TOTAL ADVANCE PREMIUM ▶	INCL.
PREMIUM BASIS: % OF BASIC LIMITS BODILY INJURY PREMIUM FOR PREMISES — OPERATIONS	

I. COVERAGE P—PERSONAL INJURY LIABILITY

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

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

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

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

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

Exclusions

This insurance does not apply:

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

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

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

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

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

II. PERSONS INSURED

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

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

(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 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**, 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. AMENDED 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 NUMBER	INSURED	EFFECTIVE
	The Marmon Group, etal	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

Robert B. Sprout PRESIDENT

70-X

PRODUCER

COUNTERSIGNATURE OF AUTHORIZED AGENT

BY

MARGRP CDA dm - 0075

S 002815

USCO IM

This endorsement modifie. :h insurance as is afforded by the provisions o. policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE — MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE — STOREKEEPERS' INSURANCE

ADDITIONAL INSURED (G105)
(EMPLOYEES)

It is agreed that the "Persons Insured" provision is amended to include 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** to (a) another employee of the **named insured** arising out of or in the course of his employment or (b) the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof;

2. to **property damage** to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by (a) another employee of the **named insured** or (b) the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof.

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

71-X

Stuart L. Bennett
PRESIDENT

105042—10-66

MI 00051

MARGRP CDA dm - 0076

LS 002816

SOUND-REPRODUCING OR RECORDING EQUIPMENT EXCLUDED
(A925)

It is agreed that such insurance as is afforded by the policy under the Physical Damage Coverages is subject to the following additional exclusions:

The insurance does not apply:

(u) to loss of or damage to any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument is permanently installed in the automobile:

(v) to loss of or damage to any tape, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound.

POLICY NUMBER	INSURED	EFFECTIVE

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF ILLINOIS

PRESIDENT

PRODUCER
MARSH & McLENNAN AGENCY INC.

COUNTERSIGNATURE OF AUTHORIZED AGENT

BY

80-X

100291-5-70

MI 00052

MARGRP CDA dm - 0077

LS 002817

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
CONTRACTUAL LIABILITY INSURANCE — COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM PROPERTY DAMAGE ENDORSEMENT
(Including Completed Operations) (Adv. — 3006)

It is agreed that the insurance for **property damage** liability applies, subject to the following additional provisions:

A. The exclusions relating to **property damage** to (1) property owned, occupied or used by or rented to the **insured** or in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control and (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, are replaced by the following exclusions (y) and (z):

(y) to **property damage**

(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 to

(a) 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) tools or equipment while being used by the **insured** in performing his operations,

(c) property in the custody of the **insured** which is to be installed, erected or used in construction by the **insured**,

(d) 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**;

(z) with respect to the **completed operations hazard** and with respect to any classification stated below as "including completed operations", to **property damage** to work performed by the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

B. The insurance afforded by this endorsement 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 and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

CLASSIFICATION.

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

71-X

PRESIDENT

105111—1-73

MI 00053

This endorsement modifies ...h insurance as is afforded by the provisions o... policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE — COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

ADDITIONAL INSURED
(Vendors — Broad Form) (G113)

It is agreed that the "Persons Insured" provision is amended to include any person or organization (herein referred to as "vendor"), as an **insured**, but only with respect to the distribution or sale in the regular course of the vendor's business of the **named insured's products** subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:

(a) any express warranty unauthorized by the **named insured**;

(b) **bodily injury** or **property damage** arising out of

(i) any physical or chemical change in the form of the product made intentionally by the vendor,

(ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,

(iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or

(iv) products which after distribution or sale by the **named insured** have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2. The insurance does not apply to any person or organization, as **insured**, from whom the **named insured** has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

DESIGNATED VENDOR

All Vendors

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF ILLINOIS

lhg

PRESIDENT

80-X

PRODUCER MARSH & McLE... INC.

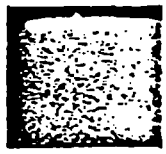
BY COUNTERSIGNATURE OF AUTHORIZED AGENT

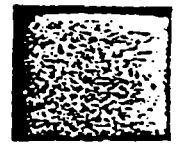
105075—10-66

MI 00054

MARGRP CDA dm - 0079

LS 002819





INSTALLMENT PAYMENT OF PREMIUM

It is agreed that the premium for the policy to which this endorsement is attached is payable in installments on the due dates as follows:

DISTRIBUTION OF PREMIUM

DUE DATE		TOTAL PREMIUM
		$5,022
	Loss Fund	3,474
9-1-73	Total	$8,496
10-1-73		5,019
11-1-73		5,019
12-1-73		5,019
1-1-74		5,019
2-1-74		5,019
3-1-74		5,019
4-1-74		5,019
5-1-74		5,019
6-1-74		5,019
7-1-74		5,019
8-1-74		5,019

TOTAL INSTALLMENT CHARGE $

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF ILLINOIS

lhg

PRESIDENT

60-X

MARSH & McLENNAN AGENCY INC.
PRODUCER

COUNTERSIGNATURE OF AUTHORIZED AGENT

100132—2-65

MI 00055

COMPREHENSIVE LIABILITY POLICY

FIREMAN'S FUND AMERICAN INSURANCE COMPANIES
HOME OFFICE: SAN FRANCISCO CALIFORNIA

0. FIREMAN'S FUND INSURANCE COMPANY
18 THE AMERICAN INSURANCE COMPANY
07 NATIONAL SURETY CORPORATION
15 AMERICAN AUTOMOBILE INSURANCE COMPANY

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 named insured as follows:

PART I. COMPREHENSIVE GENERAL LIABILITY INSURANCE

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

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

Coverage A. bodily injury or

Coverage B. property damage

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

Exclusions

This insurance does not apply:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

if such liability is imposed

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

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

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

(Exclusions, Continued on Page Two)

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(Exclusions, Continued from Page One)

to bodily injury to any employee of the insured arising out of d in the course of his employment by the insured or to any bligation of the insured to indemnify another because of damges arising out of such injury; but this exclusion does not apply o liability assumed by the insured under an incidental contract;

to property damage to

, 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 ork completed by or for the named insured or of any property 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.

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(Continued on Page Three)

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

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

It is agreed that:

I. This policy does not apply:

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

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

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

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

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

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

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

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

II. As used in this endorsement: "**hazardous properties**" include radioactive, toxic or explosive properties; "**nuclear material**" means **source material**, **special nuclear material** or **byproduct material**; "**source material**," "**special nuclear material**," and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**; "**waste**" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof; "**nuclear facility**" means (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.

When used as a premium basis:

"**admissions**" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"**Class 1 persons**" means the following persons, provided their usual duties in the business of the named insured include the use of non-owned automobiles: (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the named insured;

"**Class 2 employees**" means all employees, including officers, of the named insured, not included in Class 1 persons;

"**cost**" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"**cost of hire**" means the amount incurred for (a) the hire of automobiles, including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of $100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each $100 of "cost of hire" shall be 5% of the applicable hired automobile rates, provided the owner of such hired automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured;

"**receipts**" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

"**remuneration**" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

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

SCHEDULE

COMPREHENSIVE GENERAL LIABILITY HAZARDS (Part I)

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES BI	RATES PD	ESTIMATED PREMIUMS BI	ESTIMATED PREMIUMS PD
PREMISES — OPERATIONS		(A) AREA (SQ. FT.) (B) FRONTAGE (C) REMUNERATION	(A) PER 100 SQ. FT. OF AREA (B) PER LINEAR FT. (C) PER $100 OF REMUNERATION			
Included in Composite Rate					Incl.	Incl.
ESCALATORS (NUMBER AT PREMISES)		NUMBER INSURED	PER LANDING			
INDEPENDENT CONTRACTORS		COST	PER $100 OF COST			
Incl. in Composite rate					Incl.	Incl.
COMPLETED OPERATIONS		(A) RECEIPTS	(A) PER $1,000 OF RECEIPTS			
Incl. in Composite rate					Incl.	Incl.
PRODUCTS		(B) SALES	(B) PER $1,000 OF SALES			
Incl. in Composite rate					Incl.	Incl.
				COMPREHENSIVE GENERAL LIABILITY SUB-TOTAL	$ Incl.	$ Incl.

COMPREHENSIVE AUTOMOBILE LIABILITY HAZARDS (Part II)

DESCRIPTION OF HAZARDS

1. OWNED AUTOMOBILES—PREMIUM BASIS—PER AUTOMOBILE

TOWN OR CITY AND STATE IN WHICH THE AUTOMOBILE WILL BE PRINCIPALLY GARAGED	YEAR OF MODEL	TRADE NAME	BODY TYPE AND MODEL, TRUCK SIZE, TANK GALLONAGE CAPACITY, OR BUS SEATING CAPACITY	IDENTIFICATION NUMBER SERIAL NUMBER MOTOR NUMBER	PURPOSES OF USE	
Incl. in Composite rate						Included

2. HIRED AUTOMOBILES—PREMIUM BASIS—COST OF HIRE

TYPES HIRED	LOCATIONS WHERE AUTOMOBILES WILL BE PRINCIPALLY USED	PURPOSES OF USE	ESTIMATED COST OF HIRE	RATES PER $100 COST OF HIRE BI	RATES PER $100 COST OF HIRE PD	
Comm'l.			If Any			
Private Pass.			If Any			Included

3. NON-OWNED AUTOMOBILES—PREMIUM BASIS—CLASS 1 PERSONS AND CLASS 2 EMPLOYEES

CLASS 1 PERSONS—NAME OF EACH	LOCATION OF HEADQUARTERS OF PERSONS NAMED HEREIN		
If Any			Included

CLASS 2 EMPLOYEES-ESTIMATED AVERAGE NUMBER	LOCATION OF HEADQUARTERS OF CLASS 2 EMPLOYEES	RATES PER EMPLOYEE BI	RATES PER EMPLOYEE PD	
If Any				Included

COMPREHENSIVE AUTOMOBILE LIABILITY SUB-TOTAL	$	$
TOTAL ESTIMATED PREMIUM		$ Incl.

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COVERAGE PART-HOST LIQUOR LIABILITY INSURANCE

SCHEDULE

Coverage	Limits of Liability	Premium
Host Liquor Liability	$500,000 Each Claim $500,000 Each Common Cause $500,000 Each Aggregate	$Incl.

I. COVERAGE X - HOST LIQUOR LIABILITY

The Company will pay on behlaf of the Insured all sums which the insured shall become legally obligated to pay as damages because of injury to which this insurance applies, sustained by any person if such liability is imposed upon the insured by reason of the serving or giving of any alcoholic beverage in the conduct of the named insureds business, and the Company shall have the right and duty to defend any suit against the insured seeking such damages, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgement or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgement or settlements.

Exclusions

This insurance 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 bodily injury to any employee of the insured arising out of and in the course of his employment by the insured;
(c) to injury arising out of any alcoholic beverage sold or dispensed for a consideration.

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;
(b) if the named insured is designated in the declarations as other than

(Continued)

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT

PRODUCER

INC.

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BY

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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 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

Regardless of the number of insureds under this insurance, the Company's liability is limited as follows:

The limit of liability stated in the schedule as applicable to "each claim" is the limit of the Company's liability for all damages because of each claim or suit covered hereby; but subject to the above provision respecting "each claim" the total liability of the Company for all damages sustained by two or more persons as the result of the serving or giving of any alcoholic beverage to any one person shall not exceed the limit of liability stated in the schedule as applicable to "each common cause."

The limit of liability stated in the schedule as "aggregate" is subject to the above provisions respecting "each claim" and "each common cause" the total limit of the Company's liability hereunder for all damages.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to injury which occurs during the policy period within the policy territory.

V. AMENDED DEFINITION

When used in reference to this insurance damages means all damages, including damages for death, care, loss of services, loss of support, or loss of use of property, which are payable because of injury to which this insurance applies.

VI. ADDITIONAL CONDITIONS

A. Insured's Duties in the Event of Injury, Claim or Suit

(Continued)

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

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Hunt D. Sprint
PRESIDENT

MARSH & McLENNAN AGENCY INC.
PRODUCER

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When any injury occurs written notice shall be given by or on behalf of the insured, in accordance with the "Insured's Duties in the Event of Occurrence, Claim or Suit" condition.

3. LIMITATION OF COVERAGE - OTHER LIABILITY INSURANCE

This insurance does not apply to injury with respect to which insurance is otherwise afforded by, or would be afforded but for the exhaustion of the limits of the policy.

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

lhg

Robert B. Bryant

PRESIDENT

PRODUCER

BY COUNTERSIGNATURE OF AUTHORIZED AGENT

180001—1-65 SETS

COMPOSITE RATING PLAN

It is agreed that the estimated exposure, rate, estimated premium and minimum premium for the insurance afforded by the policy are as shown below.

The advance premium is as stated in the declarations of the policy.

The earned premium shall be computed by applying the rate shown below to the actual exposure developed, subject, however, to the minimum premium shown below.

General Liability

ESTIMATED EXPOSURE	RATE		ESTIMATED PREMIUM	MINIMUM PREMIUM
Sales (Incl. Canada	Per $1,000 Sales		OBI	OPD
	OBI	OPD		
$203,209,000	.0825S	.0353S	$16,765 S	$7,173 S
	.0773 E	.0331 E	$15,708 E	$6,726 E
			INCLUDED	

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT 70-X

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MARGRP CDA dm - 0088

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COMPOSITE RATING PLAN

It is agreed that the estimated exposure, rate, estimated premium and minimum premium for the insurance afforded by the policy are as shown below.

The advance premium is as stated in the declarations of the policy.

The earned premium shall be computed by applying the rate shown below to the actual exposure developed, subject, however, to the minimum premium shown below.

Automobile Liability

ESTIMATED EXPOSURE	RATE		ESTIMATED PREMIUM	
	Per $1,000 Sales			
Sales (Incl. Canada)	ABI	APD	ABI	APD
$203,209,000	.0211 S .0198 E	.0141 S .0132 E	$4,288 S $4,024 E	$2,865 S $2,682 E

I N C L U D E D

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

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PRESIDENT 70-X

PRODUCER

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INCIDENTAL MALPRACTICE COVERAGE

It is agreed that:

1. The definition of "bodily injury' is amended to include injury arising out of the rendering of or failure to render professional services by any physician, dentist or nurse while employed by the named insured to provide such services;

2. Exclusion (j) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

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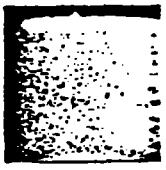

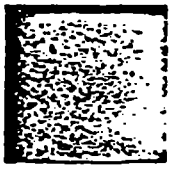

It is agreed that under Part I, Section I, the exclusion pertaining to watercraft, exclusion (e), is deleted.

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

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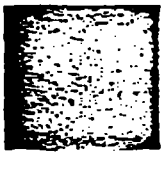

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NAMED INSURED

The term "Named Insured" includes in addition to the person or organization named in Item 1 of the declarations any business entity incorporated or organized under the laws of the United States of America (including any State thereof) its territories or possessions or Canada (including any Province thereof) while the person or organization named in Item 1 of the declarations owns, during the policy period, an interest in such entity of more than fifty per cent (50%).

See Exclusion Endorsement 180009.

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
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EXCLUSION

In consideration of premium charged, it is agreed that the following entities are excluded from coverage under Part II, Sections C and D of Item 9:

Colson

The Colson Company

Colson Rubber Company

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY lhg
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT

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180009—6-65 SETS

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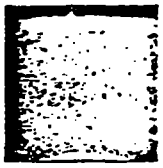
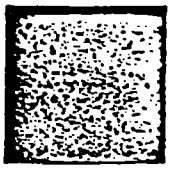
LS 002833





It is agreed that exclusions A and C under Coverage Part 105032, Personal Injury Liability Insurance, are deleted.

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

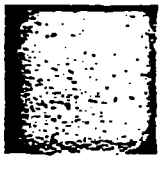
lhg

PRESIDENT

PRODUCER

COUNTERSIGNATURE OF AUTHORIZED AGENT

180009—6-65 SETS



I

It is agreed the policy applies, subject to the following provisions:

I. Condition 8A is added to the policy as follows:
8A Deductible Condition, With respect to the insurance afforded by the policy, $50,000 shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay and allocated loss adjustment expenses as the result of one occurrence, and the Company shall be liable only for the difference between the applicable limit of liability as stated in the policy and the deductible amount applicable to each occurrence, subject to the following provisions:

1. The terms of the policy, including those with respect to notice of occurrence and the Company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.

2. The Company may but shall not have any obligation to pay any part or all of the deductible amount to effect settlement of any claim, and upon notification of the action taken, the named Insured shall reimburse the Company upon demand for such part of the deductible amount as has been paid by the Company.

3. The words "allocated loss adjustment expenses" shall mean all paid expenses of the Company in connection with claim settlements which can be directly allocated to a particular claim, other than salaries and traveling expenses of Company employees (except amounts allocated as attorney's fees for claims in suit), Company overhead or fees paid to independent adjusters.

II. Condition 1, Premium is replaced by the following:

1. Premium Condition. The premium stated in the declarations is an estimated premium only upon termination of this policy the earned premium shall be computed as follows:

A. Service and Excess Premium: The Service and Excess Premium shall be determined by applying the rates as stated in the declarations to each $100 of payroll. If the earned premium thus computed exceeds the estimated advance premium paid, the Named Insured shall pay the excess to the Company, and if less, the Company shall return to the Named Insured the unearned portion paid by such Named Insured. The minimum premium shall be the amount shown on the declaration page.

Cont'd.

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY 1hg Stuart D. Meyrist PRESIDENT	MARSH & ... PRODUCER COUNTERSIGNATURE OF AUTHORIZED AGENT BY

180001—1-65 SETS

MI 00067

LS 002835

MARGRP CDA dm - 0095

B. Loss Adjustment Premium: The Premium for Loss Adjustment service shall be sixteen point thirty nine per cent (16.39T) of the payments of claims defended or settled by the company. The Named Insured shall pay the loss adjustment premium so computed to the Company upon demand.

C. Loss Fund: The Named Insured shall pay to the Company as a deposit the amount shown in the declarations, after all losses for the annual policy period have been paid by the Company and reimbursed by the Named Insured, the Loss Fund shall be returned to the Named Insured.

The Named Insured shall maintain records of the information necessary for premium computation and shall send copies of such records to the Company at the end of the policy period as the Company may direct.

In the event that the Named Insured fails to reimburse the Company as specified for all amounts that may become due under Condtions 1 and 8A, the Named Insured agrees to indemnify the company for all such amounts, plus all costs and expenses, incurred by the Company, including without limitation, attorney's fees, in the collection of such amounts.

III. Condition 15A is added to the policy as follows:

15A. Continuous Policy. The Policy period is comprised of consecutive annual periods commencing on September 1st each year. Rates and premiums for each successive annual period are subject to adjustment on anniversary dates and earned premium computations shall be made for each annual period.

IV. Condition 15 of the policy is amended to provide that the Company shall tive 60 days written notice of cancellation to the insured.

MI 00068

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY lhg
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

Frank D. Agnew
PRESIDENT

MARSH & McLENNAN AGENCY INC.

COUNTERSIGNATURE OF AUTHORIZED AGENT

BY

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 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

Regardless of the number of insureds under this insurance, the Company's liability is limited as follows:

The limit of liability stated in the schedule as applicable to "each claim" is the limit of the Company's liability for all damages because of each claim or suit covered hereby; but subject to the above provision respecting "each claim" the total liability of the Company for all damages sustained by two or more persons as the result of the serving or giving of any alcoholic beverage to any one person shall not exceed the limit of liability stated in the schedule as applicable to "each common cause."

The limit of liability stated in the schedule as "aggregate" is subject to the above provisions respecting "each claim" and "each common cause" the total limit of the Company's liability hereunder for all damages.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to injury which occurs during the policy period within the policy territory.

V. AMENDED DEFINITION

When used in reference to this insurance damages means all damages, including damages for death, care, loss of services, loss of support, or loss of use of property, which are payable because of injury to which this insurance applies.

VI. ADDITIONAL CONDITIONS

A. Insured's Duties in the Event of Injury, Claim or Suit

MI 00069

(Continued)

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

lhg

PRESIDENT

MARSH & McLENNAN AGENCY INC.
PRODUCER

BY COUNTERSIGNATURE OF AUTHORIZED AGENT

180001—1-65 SETS

MARGRP CDA dm - 0097

LS 002837

When any injury occurs written notice shall be given by or on behalf of the insured, in accordance with the "Insured's Duties in the Event of Occurrence, Claim or Suit" condition.

B. LIMITATION OF COVERAGE - OTHER LIABILITY INSURANCE

This insurance does not apply to injury with respect to which insurance is otherwise afforded by, or would be afforded but for the exhaustion of the limits of the policy.

MI 00070

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

lhg

PRESIDENT

PRODUCER

BY COUNTERSIGNATURE OF AUTHORIZED AGENT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

- [x] COMPREHENSIVE GENERAL LIABILITY INSURANCE
- [ ] COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
- [ ] OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
- [ ]
- [ ]

FOREIGN COVERAGE

(a) Policy Territory

The term "policy territory" is amended by adding the following subdivision

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured, as used herein "foreign based operations" means (1) construction, fabrication, erection or installation operations outside the United States of America, its territories or possessions or Canada or (2) manufacturing, selling or distributing goods or products at or from locations outside the United States of America, its territories or possessions or Canada, but "foreign based operations" do not include the distribution or sale of goods or products manufactured in the United State of America, its territories or possessions or Canada.

(b) Investigation; Defense; Settlement - Foreign Claims or Suits
The Company shall have the right but not the duty to investiage, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defent any such claim or suit, the insured under the supervision of the company shall arrange for such investigation of the company, shall effect such settlement thereof as the company and the insured deem expedient, The Company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

MI 00071

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF TEXAS

lhg

Fred H Merrill PRESIDENT

MARSH & McLENNAN AGENCY INC.
PRODUCER

BY COUNTERSIGNATURE OF AUTHORIZED AGENT

180026—2.67

MARGRP CDA dm - 0099

LS 002839

EMPLOYEE BENEFITS

Limits of Liability	Prem. Basis	Prem. Rates	Advance Prem.
$200,000 each claim	Est. No. of	$ ____ 1st 5,000	
$200,000 Aggregate	Empl.	$ ____ next 5,000	Incl.
*Each claim subject to a $1,000 Deductible	____	$ ____ Over 10,000	

If the endorsement period is more than one year and the premium is payable in installments, $ is payable in advance $ on the first aniversary and $ on the second anniversary.

INSURING AGREEMENTS

In consideration of the premium and in reliance upon the statements in the Application and subject to the terms of this endorsement and of the Policy to which this endorsement is attached, the Company agrees with the Insured named in the Declarations of the Policy as follows:

I. COVERAGE. The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages on account of any claim made against the Insured by any employee, former employee or the beneficiaries or legal representative thereof for injury caused by any negligent act, error or omission of the insured, or any other person for whose acts the Insured is legally liable, in the administration of Employee Benefits as defined herein.

II. DEDUCTIBLE. $1,000 shall be deducted from the amount of each claim covered under the terms of this endorsement, and the Company shall be liable for loss only in excess of that amount.

II. THE DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS provision of the policy shall apply as respects the insurance hereby afforded, except that the Company shall not make settlement or compromise any claim or suit without the written consen of the Named Insured.

. POLICY PERIOD AND TERRITORY. This insurance applies only to claims brought against the Named Insured during the policy period within the United States of America, its territories or possessions or Canada, resulting from negligent acts, errors or omissions in the administration of Employee Benefits, provided the Named Insured, at the effective date of this policy, had no knowledge of or could not have reasonably forseen any circumstances which might result in such claim.

- Continued -

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY lhg
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

Robert D. Agnew
PRESIDENT

MARSH & McLENNAN AGENCY INC.
PRODUCER

BY COUNTERSIGNATURE OF AUTHORIZED AGENT

MI 00072

180001—1-65 SETS

DEFINITIONS

1. "INSURED". The unqualified word "insured" wherever used in relation to the surance afforded hereby, includes not only the Named Insured, but also any partner, executive officer, director, stockholder or employee, provided such employee is authorized to act in the administration of the Employee Benefits.

2. "EMPLOYEE BENEFITS". The term "Employee Benefits" shall mean group life insurance, group accident and health insurance, profit sharing plans, pension plans, employee stock subscription plans, workmen's compensation, unemployment insurance, social security and disability benefits insurance.

3. "ADMINISTRATION". As respects the insurance afforded hereby, the unqualified word "administration", wherever used shall mean:

(a) Giving counsel to employees with respect to the Employee Benefits;
(b) Interpreting Employee Benefits;
(c) Handling of records in connection with Employee Benefits;
(d) Effecting enrollment, termination or cancellation of employees under Employee Benefit Programs; performed by a person authorized by the Named Insured to do such acts.

EXCLUSIONS

The insurance afforded by this endorsement does not apply:

(a) To any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination, or humiliation;
(b) To bodily injury to, or sickness, disease, or death of any person, or to injury to or destruction of any tangible property, including the loss of use thereof;
(c) To any claim for failure of performance of contract by any Insurer;
(d) To any claim based upon the Named Insured's failure to comply with any law concerning workmen's compensation, unemployment insurance, social security or disability benefits;
(e) To any claim based upon failure of stock to perform as represented by an Insured;
(f) To any claim based upon advice given by an Insured to participate or not to participate in stock subscription plans.

-Continued-

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

lhg

PRESIDENT

MARSH & McLENNAN AGENCY INC.
PRODUCER

COUNTERSIGNATURE OF AUTHORIZED AGENT
BY

180001—1-65 SETS

CONDITIONS

The conditions of the policy entitled "Assistance and Co-operation of Insured" "Action Against Company", "Other Insurance", "Subrogation", "Changes, Assignment", "Cancellation" apply to the insurance afforded hereby and the following Conditions apply:

A. LIMITS OF LIABILITY. The Limit of Liability stated above as applicable to "each claim" is the limit of the Company's liability for all damages incurred on account of any claim covered hereunder; the limit of liabili stated above as "aggregate" is, subject to the above provision respectin each claim, the total limit of the Company's liability for all claims covered hereunder and occurring during each annual endorsement period. The inclusion herein of more than one Insured shall not operate to increase the limits of the Company's liability.

B. PREMIUM. The premium stated above is an estimated premium only. Upon termination of each annual period covered by this endorsement, the insured on request, will furnish the Company a statement of the total number of employees at the end of the period and the earned premium shall be computed in accordance with rates set forth above. If the earned premium thus computed exceeds the estimated advance premium paid, the Insured shall pay the excess to the Company; if less, the Company shall return to the insured the unearned portion paid by such Insured subject to the Minimum Premium for this insurance stated above.

C. NOTICE OF CLAIM OR SUIT. Irrespective of the application of the deductible amount, written notice of any claim or alleged negligent act, error or emission shall be given by or on behalf of the Insured to the Company. If suit is brought, the Insured shall immediately forward to the Comapny every summons or other process received by him.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy, unless otherwise stated herein.

POLICY NUMBER	INSURED	EFFECTIVE
	The Marmon Group, et al	

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

lhg

PRESIDENT

PRODUCER

AUTHORIZED AGENT

180001—1-65 SETS

MARGRP CDA dm - 0102

LS 002842

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE — AUTOMOBILE MEDICAL PAYMENTS INSURANCE

USE OF OTHER AUTOMOBILES COVERAGE — BROAD FORM (A6102)

It is agreed that such insurance as is afforded by the policy, under the **bodily injury** liability and **property damage** liability coverages and division 1 of the Automobile Medical Payments coverage, with respect to any **owned automobile** covered under the policy also applies, with respect to any other **automobile**, subject to the following additional provisions:

1. **Persons Insured**

Each of the following is an **insured** under the **bodily injury** liability and **property damage** liability insurance afforded under this endorsement to the extent set forth herein:

(a) each individual named below and, while a resident of the same household, the spouse of such individual, and

(b) any other person or organization, not owning or hiring the **automobile**, but only with respect to his or its liability because of acts or omissions of an **insured** under (a) above.

2. **Exclusions**

This insurance does not apply:

(a) to any **insured** while engaged in the business of his employer with respect to **bodily injury** to a fellow employee of such **insured** injured in the course of his employment,

(b) to any **insured** while employed in or otherwise engaged in duties in connection with an **automobile business**;

(c) if the individual named below is an employee, to the employer of such individual;

(d) if the individual named below is a partner, to the partnership of which such individual is a member;

(e) to any **automobile** owned by such named individual, his spouse or any resident of the same household other than a private chauffeur or domestic servant of such named individual or spouse;

(f) to any **automobile** while used in the business or occupation of the named individual or spouse except an **automobile** operated or occupied by such **named insured**, spouse or private chauffeur or domestic servant;

(g) under division 1 of Automobile Medical Payments insurance, to any **automobile** while being used by the **insured** as a public or livery conveyance.

3. **Excess Insurance.** This insurance shall be excess insurance over any other valid and collectible insurance available to the **insured**.

4. The insurance afforded because of the naming herein of any individual is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges for such person.

NAME OF INDIVIDUAL	BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY	AUTOMOBILE MEDICAL PAYMENTS
All Executive Officers	Incl.	Incl.	Incl.
		TOTAL PREMIUM ▶	Incl.

POLICY NUMBER	INSURED	EFFECTIVE
LC 204 5403	The Marmon Group, etal	9/1/73

bt:

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT 70-X

PRODUCER
Marsh & McLennan, Inc.

COUNTERSIGNATURE OF AUTHORIZED AGENT
Marsh & McLennan Agency, Inc.
By [signature]

100354—10-66

MI 00075

MARGRP CDA dm - 0103

LS 002843

This endorsement modifie. :h insurance as is afforded by the provisions o: policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE — MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE — STOREKEEPERS' INSURANCE

ADDITIONAL INSURED (G106)
(EMPLOYEES)

It is agreed that the "Persons Insured" provision is amended to include 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** to (a) another employee of the **named insured** arising out of or in the course of his employment or (b) the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof;

2. to **property damage** to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by (a) another employee of the **named insured** or (b) the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof.

Insured: The Marmon Group

Effective: 9/1/73

Policy No. LC 204 5403

Producer: Marsh & McLennan, Inc.

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

71-X

Stuart L. Ingersoll
PRESIDENT

105042—10-66

MI 00076

MARGRP CDA dm - 0104

LS 002844

FELLOW EMPLOYEE COVERAGE

It is agreed that exclusion 1a of endorsement 105042 (Additional Insured Employees) is deleted.

POLICY NUMBER	INSURED	EFFECTIVE
LC 204 5403	The Marmon Group, etal	9/1/73 12:01

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

Stuart B. Ingersoll
PRESIDENT

PRODUCER

Marsh & McLennan, Inc.

COUNTERSIGNATURE OF AUTHORIZED AGENT

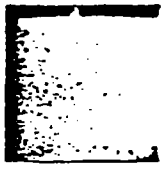
Marsh & McLennan Agency, Inc.

By John D. McLaughlin

180009-6-65 SETS

MI 00077

LS 002845



In consideration of the premium charged on the policy it is agreed that under the Coverage Part "Personal Injury Liability Insurance" Coverage P - Personal Injury Liability - Group A includes "assault and battery" when committed by or at the direction of the named Insured in order to safeguard property owned or leased by the named Insured.

POLICY NUMBER	INSURED	EFFECTIVE
LC 204 5403	The Marmon Group, etal	9/1/73 bt

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT

PRODUCER

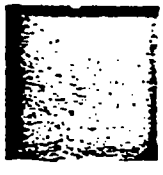
Marsh & McLennan, Inc.

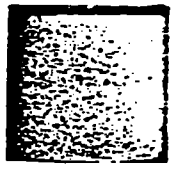
COUNTERSIGNATURE OF AUTHORIZED AGENT

Marsh & McLennan Agency, Inc.

By

180009—6-65 SETS





MI 00078

It is agreed that on endorsement 180001, Large Deductible Endorsement, Section II, the premium base is corrected to read: "Per $1,000 of Sales" in lieu of "Per $100 of Payroll.

POLICY NUMBER	INSURED	EFFECTIVE
LC 204 5403	The Marmon Group, etal	9/1/73

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT

PRODUCER

Marsh & McLennan, Inc.

COUNTERSIGNATURE OF AUTHORIZED AGENT

Marsh & McLennan Agency, Inc.

By

180009-6-65 SETS

MI 00079

MARGRP CDA dm - 0107

LS 002847

In consideration of premium included in policy it is agreed that the following entities are added for coverage under Part II, Sections C and D of Item 9:

Colson
The Colson Company
Colson Rubber Company

POLICY NUMBER	INSURED	EFFECTIVE
LC 204 5403	The Marmon Group, etal	10/1/73

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT

PRODUCER

Marsh & McLennan, Inc.

COUNTERSIGNATURE OF AUTHORIZED AGENT

Marsh & McLennan Agency, Inc.

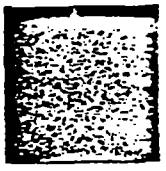
By

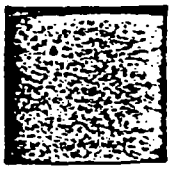
180009—6-65 SETS

MI 00080

MARGRP CDA dtn - 0108

LS 002848





It is agreed that exclusion (1) Fellow Employee Exclusion of Part II, Paragraph (c), Sub-part (2) is deleted.

POLICY NUMBER	INSURED	EFFECTIVE
LC 204 5403	The Marmon Group, etal	9/1/73

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT

PRODUCER

Marsh & McLennan, Inc.

COUNTERSIGNATURE OF AUTHORIZED AGENT

Marsh & McLennan Agency, Inc.

By

!80009—6-65 SETS

MI 00081

MARGRP CDA dm - 0109

LS 002849

COVERAGE PART — AUTOMOBILE MEDICAL PAYMENTS INSURANCE

SCHEDULE

COVERAGE	LIMIT OF LIABILITY	ADVANCE PREMIUM
F—AUTOMOBILE MEDICAL PAYMENTS	$ 5 .000 EACH PERSON	$ Incl.
DESIGNATED PERSON INSURED		$
	TOTAL ADVANCE PREMIUM ▶	$ Incl.

DESIGNATION OF AUTOMOBILES—DIVISION 1

(1) [X] ANY OWNED AUTOMOBILE
(2) [ ] ANY HIRED AUTOMOBILE
(3) [ ] ANY LICENSED OWNED PRIVATE PASSENGER AUTOMOBILE
(4) [ ] ANY AUTOMOBILE DESCRIBED IN THE SCHEDULE AND DESIGNATED "M.P."
(5) [ ] ANY NON-OWNED AUTOMOBILE
(6) [ ]

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

The limit of liability for Automobile Medical Payments Coverage stated in the schedule as applicable to "each person" is the limit of the Company's liability for all **medical expense** for **bodily injury** to any person, including any **insured**, 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;

(Continued on Reverse Side)

MI 00082

POLICY NUMBER	INSURED	EFFECTIVE
LC 204 5403	The Marmon Group, Etal	9/1/73

btx

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

Stuart D. Sprout PRESIDENT 70-X

PRODUCER
Marsh & McLennan, Inc.

COUNTERSIGNATURE OF AUTHORIZED AGENT
Marsh & McLennan Agency, Inc.
By John D. McLaughlin

100302—1-73

MARGRP CDA dm - 0110

LS 002850

"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.

MI 00083

LS 002851

COVERAGE PART — PROTECTION AGAINST UNINSURED MOTORISTS INSURANCE

SCHEDULE

COVERAGE	LIMITS OF LIABILITY	ADVANCE PREMIUM
U. UNINSURED MOTORISTS	$ As Per .000 EACH PERSON $ Statutory .000 EACH ACCIDENT Limits	$ Incl.

DESIGNATED INSURED

DESCRIPTION OF INSURED HIGHWAY VEHICLES (CHECK APPROPRIATE BOX)

- [X] 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 IN THE DECLARATIONS OF THE POLICY 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
- [ ]

UNINSURED MOTORISTS INSURANCE

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 **insureds** under this policy, the Company's liability is limited as follows:
(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 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** 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 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 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;**

- (Continued on Reverse Side)

POLICY NUMBER	INSURED	EFFECTIVE
LC 204 5403	The Marmon Group, etal	9/1/73

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

Robert D. Bennett PRESIDENT

70-X

PRODUCER
Marsh & McLennan, Inc.

COUNTERSIGNATURE OF AUTHORIZED AGENT
Marsh & McLennan Agency, Inc.
By

100301—1-73

MI 00084

MARSH OBA dm - 3113

LS 002852

"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.

[redacted] [redacted]

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
CONTRACTUAL LIABILITY INSURANCE — COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM PROPERTY DAMAGE ENDORSEMENT
(Including Completed Operations) (Adv. — 3006)

It is agreed that the insurance for **property damage** liability applies, subject to the following additional provisions:

A The exclusions relating to **property damage** to (1) property owned, occupied or used by or rented to the **insured** or in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control and (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, are replaced by the following exclusions (y) and (z):

(y) to **property damage**

(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 to

(a) 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) tools or equipment while being used by the **insured** in performing his operations,

(c) property in the custody of the **insured** which is to be installed, erected or used in construction by the **insured**,

(d) 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**;

(z) with respect to the **completed operations hazard** and with respect to any classification stated below as "including completed operations", to **property damage** to work performed by the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

B. The insurance afforded by this endorsement 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 and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

CLASSIFICATION.

Policy No. LC 204 5403 Effective: 9/1/73

Insured: The Marmon Group, etal Producer: Marsh & McLennan, Inc. btx

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

71-X

Edward D. Spencer PRESIDENT

105111—1-73

MI 00086

MARGRP CDA dm - 0114

LS 002854

COVERAGE PART — AUTOMOBILE PHYSICAL DAMAGE INSURANCE
(FLEET AUTOMATIC)

SCHEDULE

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 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	LIMIT OF LIABILITY — EACH COVERED AUTOMOBILE					ADVANCE PREMIUM
		IF ACTUAL CASH VALUE (ACV) ENTER: "ACV" AND DEDUCTIBLE		IF STATED AMOUNT, ENTER: AMOUNT AND DEDUCTIBLE		OTHERWISE ENTER "S" MEANING "AS SEPARATELY STATED IN ITEM 2.(C)"	
COMPREHENSIVE	1	ACV	$	$	$		$ Incl.
			$	$	$		
COLLISION			$				$
			$				
FIRE, LIGHTNING OR TRANSPORTATION				$			$
				$			
THEFT				$			$
				$			
WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION				$			$
				$			
COMBINED ADDITIONAL				$			$
				$			
TOWING		$ 25 FOR EACH DISABLEMENT					$
ENDORSEMENTS ATTACHED:						ADVANCE PREMIUM FOR ENDORSEMENTS	$
						TOTAL ADVANCE PREMIUM ▶	$ Incl.

MAXIMUM LIMIT OF LIABILITY: ANY ONE COVERED AUTOMOBILE $; ALL COVERED AUTOMOBILES AT ANY ONE LOCATION: $; ALL COVERED AUTOMOBILES $

RECORDS TO BE SUBMITTED: ☐ MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUALLY — AUDIT PERIOD: ☐ MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUALLY ☒ ANNUALLY

ITEM 2. COVERED AUTOMOBILES AS OF EFFECTIVE DATE OF THIS INSURANCE

(A) DESCRIPTION; PURPOSES OF USE — (P & B = PLEASURE AND BUSINESS; C = COMMERCIAL)

AUTO	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.	On file with company			
2.				
3.				

(B) FACTS RESPECTING PURCHASE

AUTO	LIST PRICE	ACTUAL COST	PURCHASED MO. & YEAR	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.						
3.						

(C) LIMIT OF LIABILITY (IF NOT STATED IN ITEM 1); NET RATES; ADVANCE PREMIUM:

AUTO	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	NET RATES	ADVANCE PREMIUM: COMPREHENSIVE	COLLISION	FIRE, LIGHTNING OR TRANSPORTATION	THEFT	WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION	COMBINED ADDITIONAL	TOWING
1.						$	$	$	$	$	$	$
2.						$	$	$	$	$	$	$
3.						$	$	$	$	$	$	$
"ACV" = ACTUAL CASH VALUE				TOTALS		$	$	$	$	$	$	$

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 ITEM 1 AS COVERED UNDER THIS INSURANCE, UNLESS OTHERWISE STATED HEREIN:

ITEM 4. EXPLANATION OF ENTRIES IN 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 ITEM 2 (INCLUDING NEWLY ACQUIRED VEHICLES, SUBJECT TO THE PROVISIONS OF THE "COVERED AUTOMOBILE" ...

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 ...

I. COVERAGE AGREEMENTS

The Company will pay for loss to covered automobiles under:

COMPREHENSIVE COVERAGE — 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 (as to a covered automobile of the private passenger type) colliding with a bird or animal, shall not be deemed loss caused by collision;

COLLISION COVERAGE — caused by collision;

FIRE, LIGHTNING OR TRANSPORTATION COVERAGE — 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;

THEFT COVERAGE — caused by theft or larceny;

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

COMBINED ADDITIONAL COVERAGE — 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, provided the labor is performed at the place of disablement.

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

(Continued on Reverse Side)

POLICY NUMBER	INSURED		EFFECTIVE
LC 204 5403	The Marmon Group, et al	LS 002855	9/1/73

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMP.

PRODUCER ... & McLennan, Inc.

COUNTERSIGNATURE OF AUTHORIZED AGENT
McLennan Agency, Inc.

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.

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 (and, if a covered automobile of the private passenger type, 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;

(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

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."

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; PURPOSE OF USE

This insurance applies only to loss which occurs during the policy period within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof, and while the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof, and while the United States of 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.

CONDITIONS

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

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.

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.

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.

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.

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.

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.

Terms of Insurance Conformed to Statute

Terms of this insurance which are in conflict with the statutes of the state wherein this

LS 002856

MI 00088

In consideration of a return premium of $1,259.85, it is agreed that the Canadian premium is to be collected under policies 2918529 and 3220028. Audit adjustment is also to be made under these policies.

OBI:	$ 679.15
OPD:	290.70
ABI:	174.00
APD:	116.00

$1,259.85 R.P.

It is agreed that Canadian sales are excluded from premium basis for policy LC 204 54 03.

POLICY NUMBER	INSURED	EFFECTIVE
LC 204 54 03	MARMON GROUP	9/1/73

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT

PRODUCER

MARSH & MC LENNAN

COUNTERSIGNATURE OF AUTHORIZED AGENT

John P. McLaughlin

180009—6-65 SETS

574

MI 00080

MARGRP CDA dm - 0117

LS 002857

It is agreed that endorsement 100365 is subject to the terms of endorsement 180001, Large Deductible Endorsement.

POLICY NUMBER	INSURED	EFFECTIVE
LC 204 54 03	MARMON GROUP	9/1/73

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT

PRODUCER

MARSH & MC LENNAN msx

COUNTERSIGNATURE OF AUTHORIZED AGENT

John P. McLaughlin

180009—6-65 SETS

MI 00090

MARGRP CDA dm - 0118

LS 002858

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE — AUTOMOBILE MEDICAL PAYMENTS INSURANCE

APPLICATION OF INSURANCE TO OWNER OF HIRED AUTOMOBILE (A6200)

With respect to the hired automobile described below or designated in the policy as subject to this endorsement, it is agreed that:

(1) The insurance applies as primary insurance.

(2) Subject otherwise to the Persons Insured provision, the insurance covers as an insured the owner, any lessee (of whom the named insured is a sub-lessee) and any agent or employee of such owner or lessee, but only while such automobile is used in the business of the named insured as stated in the declarations, or by or on behalf of the named insured for personal or pleasure purposes, and sub-paragraph (ii) of the Persons Insured provision is amended accordingly.

DESCRIPTION OF AUTOMOBILE

Vehicles leased from Kenneth Place Leasing
Route #5
Siloam Springs, Arkansas 72761

POLICY NUMBER	INSURED	EFFECTIVE
LC 204 54 03	The Marmon Group	9/1/73

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT 70-X

PRODUCER

Marsh & McLennan, Inc. nsx

COUNTERSIGNATURE OF AUTHORIZED AGENT

100328—10-66

MI 00091

MARGRP CDA dm - 0119

LS 002859

EXP:

IT IS AGREED THAT THE FOLLOWING IS DELETED FROM SECTION A4(2) OF THE "FOREIGN COVERAGE" ENDORSEMENT:

"BUT" FOREIGN BASED OPERATIONS" DO NOT INCLUDE THE DISTRIBUTION OR SALE OF GOODS OR PRODUCTS MANUFACTURED IN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS OR CANADA."

POLICY NUMBER	INSURED	EFFECTIVE
LC-204 54 03	THE MARMON GROUP, ETAL	9-1-73

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
dm-L NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT

PRODUCER

MARSH & MC LENNAN, INC.

COUNTERSIGNATURE OF AUTHORIZED AGENT

John P. McLaughlin

180009—6-65 SETS

MI 00092

MARGRP CDA dm - 0120

LS 002860

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE — AUTOMOBILE MEDICAL PAYMENTS INSURANCE

APPLICATION OF INSURANCE TO OWNER OF HIRED AUTOMOBILE (A6200)

With respect to the **hired automobile** described below or designated in the policy as subject to this endorsement, it is agreed that:

(1) The insurance applies as primary insurance.

(2) Subject otherwise to the Persons Insured provision, the insurance covers as an **insured** the owner, any lessee (of whom the **named insured** is a sub-lessee) and any agent or employee of such owner or lessee, but only while such **automobile** is used in the business of the **named insured** as stated in the declarations, or by or on behalf of the **named insured** for personal or pleasure purposes, and sub-paragraph (ii) of the Persons Insured provision is amended accordingly.

DESCRIPTION OF AUTOMOBILE

VEHICLE LEASED FROM

AVIS RENT A CAR SYSTEM, INC.
5000 LAKESIDE AVENUE
CLEVELAND, OHIO

POLICY NUMBER	INSURED	EFFECTIVE
LC-204 54 03	THE MARMON GROUP	11-2-73

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

dm-L

PRESIDENT 70-X

PRODUCER
MARSH & MC LENNAN, INC.

COUNTERSIGNATURE OF AUTHORIZED AGENT

100328—10-66

MI 00093

MARGRP CDA dm - 0121

LS 002861

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE — AUTOMOBILE MEDICAL PAYMENTS INSURANCE

APPLICATION OF INSURANCE TO OWNER OF HIRED AUTOMOBILE (A6200)

With respect to the hired automobile described below or designated in the policy as subject to this endorsement, it is agreed that:

(1) The insurance applies as primary insurance.

(2) Subject otherwise to the Persons Insured provision, the insurance covers as an insured the owner, any lessee (of whom the named insured is a sub-lessee) and any agent or employee of such owner or lessee, but only while such automobile is used in the business of the named insured as stated in the declarations, or by or on behalf of the named insured for personal or pleasure purposes, and sub-paragraph (ii) of the Persons Insured provision is amended accordingly.

DESCRIPTION OF AUTOMOBILE

VEHICLE LEASED FROM AVIS RENT A CAR SYSTEM, INC.
5000 LAKESIDE AVENUE
CLEVELAND, OHIO

POLICY NUMBER	INSURED	EFFECTIVE
LC-204 54 03	THE MARMON GROUP	11-2-73

dm-L
FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

PRESIDENT 70-X

PRODUCER
MARSH & MC LENNAN, INC.

COUNTERSIGNATURE OF AUTHORIZED AGENT

100328—10-66

MT 00094

MARGRP CDA dm - 0122

LS 002862

(Continued from Page Two)

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.

PART II. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

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

Coverage C. bodily injury or

Coverage 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 thereto 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 sublessee) 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 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 CONDITION

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.

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.

DEFINITIONS

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

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

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

"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,

(Definitions, Continued on Page Four)

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(Definitions, Continued from Page Three)

(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.

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 thereby against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

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

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

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

11. Cancellation. This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing. If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

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

HEC 4763461

STOCK COMPANY **The HOME Insurance Company** New York, N.Y.

CHICAGO OFFICE, ILLINOIS

ITEM 1. Insured's Name and Mailing Address

Golconda Corporation
4201 W. Peterson Avenue
Chicago, Illinois 60646

Producer

Rollins Burdick Hunter Company
10 S. Riverside Plaza
Chicago, Illinois

12/1/73	12/1/76	3	05675	311	Illinois
Inception (Mo. Day Yr.)	Expiration (Mo. Day Yr.)	Years	Producer No.	OPC	State Loc.

eg 2/4/74

FROM: December 1, 1973 TO: December 1, 1976
Standard Time at the address of the Named Insured as stated herein

ITEM 2. LIMITS OF LIABILITY (As Per Insuring Agreement No. 2)

LIMIT IN ALL IN RESPECT OF EACH OCCURRENCE	$ 10,000,000.
LIMIT IN THE AGGREGATE FOR EACH ANNUAL PERIOD WHERE APPLICABLE	$ 10,000,000.

ITEM 3. PREMIUMS

THE PREMIUM IS BASED UPON
Annual minimum & deposit premium of $7,000.00 adjustable at a rate of .14 per $1,000 of sales

MINIMUM PREMIUM	$ 7,000.00
ADVANCED PREMIUM	$ 7,000.00
DURING THE POLICY PERIOD	

PREMIUM IF PAID IN INSTALLMENTS

EFFECTIVE DATE	1st ANNIVERSARY	2nd ANNIVERSARY	TOTAL PREMIUM	
7,000.00	7,000.00	7,000.00	→	$ 21,000.00

In Witness Whereof, the said THE HOME INSURANCE COMPANY, NEW YORK has caused these Presents to be signed by its President and attested by its Secretary, in the City of New York, and this policy is made and accepted upon the above express conditions, but shall not be valid unless countersigned by a duly Authorized Representative of the Company at place of issue.

Joseph F. Quinn
Secretary

R. H. Tullis, Jr.
President

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)

DATE 2/7/74

H20254 F 7/68
Printed in U.S.A.

MARGRP CDA dm - 0125

LS 002865

NON-PREMIUM ENDORSEMENT

Endorsement No. 1

Issued by –

[X] THE HOME INSURANCE COMPANY [ ] THE HOME INDEMNITY COMPANY

HEC 4763461 | Golconda Corporation

12/1/73 | 2/4/74

Rollins Burdick Hunter Co. | 05675-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

SCHEDULE OF UNDERLYING INSURANCES

POLICY NUMBER	PRIMARY CARRIER	COVERAGE	EACH PERSON	EACH ACCIDENT	AGGREGATE
To be advised	Zurich	*Comprehensive General Liability Bodily Injury	300,000	500,000	
		Property Damage		100,000	300,000
To be advised	Zurich Calvert & Stonewall	Products Liability Bodily Injury	300,000	500,000	500,000
		PropertyDamage		100,000	300,000
To be Advised	Zurich	Comprehensive Automobile Liability Bodily Injury	200,000	500,000	--
		Porperty Damage	100,000	300,000	--
To be Advised	AAU	Comprehensive Aircraft Liability Bodily Injury and property damage		5,000,000	Combined Single Limit

*Includes Personal Injury hazards, A, B, C Blanket Contractual Host Liquor Incidental Malpractice.
This schedule applies to the policies listed above and any renewals or replacements thereof.

LS 002866

NON-PREMIUM ENDORSEMENT

Endorsement No. 2

Issued by — (Type in full name of Insuring Company)

THE HOME INSURANCE COMPANY

POLICY NUMBER	NAMED INSURED
HEC 4763461	Golconda Corporation
EFFECTIVE DATE AND TIME OF ENDORSEMENT: 12/1/73	DATE PREPARED: 2/4/74
PRODUCER: Pollins Burdick Hunter Co.	PRODUCER NO. - BR.: 05675-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

For the States of Illinois and Michigan only, it is understood and agreed that this policy is amended as follows:

(1) Exclusion "A" is amended in part to delete the phase "Workmen's Compensation".

(2) Insuring AGreement #2 is amended as follows:

(a) Lines 12, 13,14, 15, shall read as follows:

For each annual period during the currency of this policy separately in respect of Products Liability and in repsect of Bodily Injury to or sickness, disease or death suffered by any employees of the Insured, while engaged in the performance of their duties as such.

(b) Sub-paragraph (b) is deleted in respect of liability for Bodily Injury to or sickness, disease or death suffered by any employees of the Insured while engaged in the performance of their duties as such.

(3) Policy Condition "D" is amended to read as follows:
Special Conditions Applicable to Workmen's Compensation Employers Liability and Occupational Disease.

IN respect of liability for bodily injury to or sickness, disease or death suffered by any employees of the Insured while engaged in the performance of their duties as such, this policy is subject to the same warranties, terms and conditions (except as regards the premium, the obligation to investigate and defend, the amount and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the Policy/ies of the Underlying Insurance prior to the happening of an occurrence for which claim is hereunder made.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FH) 7/73

MARGRP CDA dm - 0127

LS 002867

INSURANCE HOME COMPANIES

LIMIT OF LIABILITY ENDORSEMENT

Endorsement No. 3

Issued by –

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
H.E.C. 4763461	Golconda Corporation
EFFECTIVE DATE: 12/1/73 (12:01 A.M. standard time)	DATE PREPARED: 2/4/74
PRODUCER: Rollins Burdick Hunter Co.	PRODUCER NO. – OFC: 05675-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that paragraph (b) of Insuring Agreement II, Limit of Liability is hereby amended to read as follows:

(b) $10,000 ultimate net loss in respect of each occurrence not covered by underlying insurances.

R. J. Kinney

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 23449 D

MARGRP CDA dm - 0126

LS 002868

NON-PREMIUM ENDORSEMENT

Endorsement No. 4

Issued by — (Type in full name of Insuring Company)

THE HOME INSURANCE COMPANY

POLICY NUMBER	NAMED INSURED
HEC 4763461	Golconda Corporation
EFFECTIVE DATE AND TIME OF ENDORSEMENT: 12/1/73	DATE PREPARED: 2/4/74
PRODUCER: Rollins Burdick Hunter Co.	PRODUCER NO.-OFC: 05675-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

CONTAMINATION AND POLLUTION EXCLUSION

In consideration of the premium charged, it is understood and agreed that such insurance as is afforded by 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 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 neither expected nor intended by the insured.

It is further understood and agreed that in no event shall coverage provided by this policy for Contamination and Pollution be broader than than provided by the Underlying Insurances set forth in the Schedule of Underlying Insurances.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FH) 7/73

MARGRP CDA dm - 0129

LS 002869

NON-PREMIUM ENDORSEMENT — Endorsement No. 5

Issued by — (Type in full name of Insuring Company)

THE HOME INSURANCE COMPANY

POLICY NUMBER	NAMED INSURED
HEC 4763461	Golconda Corporation
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
12/1/73	2/4/74
PRODUCER	PRODUCER NO.—OPC
Rollins Burdick Hunter Co.	05675-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that such insurance as is afforded by the policy for "Products Liability" as defined therein, does not apply to liability arising out of any such goods or products intended for use a s component parts of aircraft, spacecraft or missiles.

R. J. Kenny

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22300 (FH) 7/73

MARGRP CDA dm - 0130

LS 002870

GU 8679a
(Ed. 10-59)

A&G 661a

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT 6

(BROAD FORM)

This endorsement, effective 12/1/73 (12:01 A. M., standard time), forms a part of policy No. HEC 4763461

issued to INFORMATION NOT RECORDED
AS THIS ENDORSEMENT ATTACHED
by TO POLICY WHEN ISSUED.

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.

AUTHENTIC

Authorized Representative

MARGRP CDA dm - 0131

LS 002871

INSURANCE HOME COMPANIES

GENERAL PURPOSE ENDORSEMENT Endorsement No. 8

ISSUED BY *(Type full name of Insuring Company)*

Home Insurance Company

Policy Number	Named Insured	
HEC 4763461	Golconda Corporation	
Policy Inception	**Policy Expiration**	**Effective Date and Time of Endorsement**
12-1-73	1-1-77	2-10-75
Producer		**Producer No.–OPC**
Rollins, Burdick, Hunter Company		05675-311

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of an additional premium of $633 the total premium charge for the audit period of Decmeber 1, 1973 to December 1, 1974 is amended to $7633

Gross Receipts	$54,524,000
Rate	X$.0014
	$7633
Less Deposit	-$7000
Total Additional Premium	$633

Signature of Authorized Representative	Total Additional Premium	Total Return Premium
Raymond J. Penny	$633	
Date Prepared	**Pro Rata of**	**Pro Rata or Short Rate of**
9-24-75		

PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN INSTALLMENTS:

DATES DUE	PRESENT INSTALLMENT	INCREASE	DECREASE	REVISED INSTALLMENT
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$

GNL 6868 (F) 2/74

THE HOME INSURANCE COMPANY
New York, New York

MANUSCRIPT EXCESS LIABILITY POLICY

(A stock 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 insuring agreements, limits of liability, definitions, exclusions, conditions, and other terms of this policy:

INSURING AGREEMENTS

I. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

(a) imposed upon the Insured by law,

or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages, direct or consequential and expenses, all as more fully defined by the term "ultimate net loss" on account of:—

(i) Personal Injuries, including death at any time resulting therefrom,

(ii) Property Damage,

(iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY

The Company shall only be liable for the ultimate net loss the excess of either

(a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances,

or (b) $25,000 ultimate net loss in respect of each occurrence not covered by underlying insurances,

(hereinafter called the "underlying limits"):

and then only up to a further sum as stated in Item 2 of the Declarations in all in respect of each occurrence—subject to a limit as stated in Item 2 of the Declarations in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy shall

(1) in the event of reduction pay the excess of the reduced underlying limit

(2) in the event of exhaustion continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Company's limit of liability.

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

1. INSURED

Named Insured: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company (Hereinafter called the "Named Insured").

The unqualified word "Insured", wherever used in this policy, includes not only the Named Insured but also:—

(a) any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Insured;

(b) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or used by them;

(c) any additional insured (not being the Named Insured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Insured under any underlying insurances as set out in attached Schedule;

(d) with respect to any automobile owned by the Named Insured or hired for use in behalf of the Named Insured, or to any aircraft owned by or hired for use in behalf of the Named Insured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Insured. The insurance extended by this sub-division (d), with respect to any person or organization other than the Named Insured, shall not apply—

1. to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;

2. to any manufacturer of aircraft, engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of the operation thereof;

3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (d) shall not apply if it restricts the insurance granted under sub-division (c) above.

2. PERSONAL INJURIES

The term "Personal Injuries" wherever used herein means bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination (except where it is a violation of a statute or regulation prohibiting such) humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.

3. PROPERTY DAMAGE

The term "Property Damage" wherever used herein shall mean loss of or direct damage to or destruction of tangible property (other than property owned by the Named Insured).

4. ADVERTISING LIABILITY

The term "Advertising Liability" wherever used herein shall mean:—

(1) Libel, slander or defamation;

(2) Any infringement of copyright or of title or of slogan;

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

(4) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's Advertising activities.

5. OCCURRENCE

The term "occurrence" wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

6. ULTIMATE NET LOSS

The term "Ultimate Net Loss" shall mean the total sum which the Insured, or any company as his 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 as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Insured's or of any underlying insurer's permanent employees.

E. **INSPECTION AND AUDI**

The Company shall be permitted at all reasonable times during the policy period to inspect the premises, plants, machinery and equipment used in connection with the Insured's business, trade or work, and to examine the Insured's books and records at any time during the currency hereof and within one year after final settlement of all claims so far as the books and records relate to any payments made on account of occurrences happening during the term of this policy.

F. **CROSS LIABILITY**

In the event of claims being made by reason of personal injuries suffered by any employee or employees of one Insured hereunder for which another Insured hereunder is or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

In the event of claims being made by reason of damage to property belonging to any Insured hereunder for which another Insured is, or may be liable then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

Nothing contained herein shall operate to increase Company's limit of liability as set forth in Insuring Agreement II.

G. **NOTICE OF OCCURRENCE**

Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this policy, notice shall be sent to the Company 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.

H. **ASSISTANCE AND CO-OPERATION**

The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but The Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely to involve The Company, in which event the Insured and The Company shall co-operate in all things in the defense of such claim, suit or proceeding.

I. **APPEALS**

In the event the Insured or the Insured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, The Company may elect to make such appeal at their 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 ultimate net loss exceed the amount set forth in Insuring Agreement II for any one occurrence and in addition the cost and expense of such appeal.

J. **LOSS PAYABLE**

Liability under this policy with respect to any occurrence shall not attach unless and until the Insured, or the Insured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrence. The Insured shall make a definite claim for any loss for which the Company may be liable under the policy within twelve (12) months after the Insured shall have paid an amount of ultimate net loss in excess of the amount borne by the Insured or after the Insured's liability shall have been fixed and rendered certain either by final judgment against the Insured after actual trial or by written agreement of the Insured, the claimant, and The Company. If any subsequent payments shall be made by the Insured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

K. **BANK[illegible] AND INSOLVENCY**

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, The Company shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

L. **OTHER INSURANCE**

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is 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 herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

M. **SUBROGATION**

Inasmuch as this policy is "Excess Coverage", the Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

N. **CHANGES**

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or 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 The Company.

O. **ASSIGNMENT**

Assignment of interest under this policy shall not bind The Company unless and until their consent is endorsed hereon.

P. **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 30 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the 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.

Q. **MAINTENANCE OF UNDERLYING INSURANCE**

It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the 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 they would have been had the Insured complied with the said condition.

.....

Authorized Representative

MARGRP CDA dm - 0134

H20288 F TEXT

LS 002874

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
LGI- 621-004211-204	9	NY	202	Rawcliffe	6425	2	

Item 1. Named Insured Cerro Corporation and as per Endorsement No. 1

Address 300 Park Ave., New York, NY 10022 Attention: ~~C.R. Hilliard~~ Julian

The named insured is: Individual ☐, Partnership ☐, Corporation ☒, Other ☐ _____

Business of named insured is: Producer of Non-ferrous metals and metal products

Item 2. Policy Period: From Mo. 1 Day 1 Year 74 to Mo. 1 Day 1 Year 75
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	$ 300,000 each occurrence $ 300,000 aggregate	$ 48,445.
B — PROPERTY DAMAGE LIABILITY	$ 100,000 each occurrence $ 100,000 aggregate	$ 41,280.
MINIMUM PREMIUMS: Bodily Injury Liability $ Property Damage Liability $	MAY 20 1975 Discounted TOTAL ADVANCE PREMIUM	$ 89,725.

Item 4. Computation of Premiums

Classification and Locations	Code No.	Premium Base	Rates		Advance Premiums	
			Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability
					Code 326 _	327 _ 328 X
All operations of the named insured All States See Extension Schedules						

The policy, including all endorsements issued therewith, is hereby countersigned by

Authorized Representative

Work Units	Typed	Periodic Payment	Rating Basis	Audit Basis	Home State	Pol. H.G.	Renewal of	Accounting Entry
1- 28 1c	4-8-74		R ☐ NR ☒	1	NY	S- ☐	LGI- 203	$ Dividend for Exp. Period

Premium Discount Summary

	Coverage A	Coverage E
Cerro Wire & Cable (Mystic)		
Cerro Wire & Cable (New Haven)	2,271.	1,935.
Discount Factor 14.9% Frozen	338.	288.
	1,933.	1,647.
Cerro Wire & Cable (New Jersey)	577.	492.
Discount Factor 14.9% Frozen	86.	73.
	491.	419.
Cerro Wire & Cable (Maspeth New York)	9,787.	8,339.
Discount Factor 17.7% Frozen	1,732.	1,476.
	8,055.	6,863.
Cerro Metal Products (Bellefonte)	10,577.	9,013.
Discount Factor 14.9% Frozen	1,576.	1,343.
	9,001.	7,670.
Cerro Copper & Brass (Stamford)	-	-
Cerro Copper Products (Cleveland)	1,723.	1,468.
Discount Factor 14.9% Frozen	257.	219.
	1,466.	1,249.
Cerro Copper Products (St. Louis)	8,046.	6,856.
Discount Factor 14.9% Frozen	1,199.	1,022.
	6,847.	5,834.
Cerro Copper & Brass (Newark, CA)	-	-
Cerro Copper & Brass (Erin, TN)	115.	98.
Discount Factor 14.9% Frozen	17.	15.
	98.	83.
Leadership Housing Inc.		
TX	2,999.	2,556.
Discount Factor 20.5% Unfrozen	615.	524.
	2,384.	2,032.
A/O	19,721.	16,805.
Discount Factor 14.9% Frozen	2,938.	2,504.
	16,783.	14,301.
Richmar Development Corporation	1,065.	908.
Discount Factor 14.9% Frozen	159.	135.
	906.	773.
Cerro Spar	565.	481.
Discount Factor 14.9% Frozen	84.	72.
	481.	409.

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations	Premium Base	Rates		Advance Premiums	
	Sales	Per $1,000 Sales		Bodily Injury Liability	Property Damage Liability
		Bodily Injury Liability	Property Damage Liability		
Cerro Wire & Cable (Mystic) 20050	If Any	.142	.121		

M = Minimum Premium

GPO 1956 Printed in U.S.A.

MARGRP CDA dm - 0137

LS 002877

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations	Premium Base	Rates		Advance Premiums	
	Sales	Per $1,000 Sales			
		Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability
Cerro Wire & Cable (New Haven) 20050	15,995,000	.142	.121	2,271.	1,935.
		Premium Discount		338.	288.
		Discounted Premium		1,933.	1,647.

M = Minimum Premium

MARGRP CDA dm - 0138

LS 002878

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations	Premium Base	Rates		Advance Premiums	
	Sales	Per $1,000 Sales		Bodily Injury Liability	Property Damage Liability
		Bodily Injury Liability	Property Damage Liability		
Cerro Wire & Cable (New Jersey) 20050	4,062,000	.142	.121	577.	492.
		Premium Discount		86.	73.
		Discounted Premium		491.	419.

M = Minimum Premium

MARGRP CDA dm - 0139

LS 002879

Item 4. *Declarations — Schedule —*
General Liability Hazards

Classification and Locations	Premium Base	Rates		Advance Premiums	
	Sales	Per $1,000 Sales		Bodily Injury Liability	Property Damage Liability
		Bodily Injury Liability	Property Damage Liability		
Cerro Wire & Cable (Maspeth, New York) 20050	68,920,000	.142	.121	9,787.	8,339.
		Premium Discount		1,732.	1,476.
		Discounted Premium		8,055.	6,863.

M = Minimum Premium

MARGRP CDA dm - 0140

LS 002880

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations	Premium Base	Rates		Advance Premiums	
	Sales	Per $1,000 Sales		Bodily Injury Liability	Property Damage Liability
		Bodily Injury Liability	Property Damage Liability		
Cerro Metal Products (Bellefonte) 20050	74,484,000	.142	.121	10,577.	9,013.
		Premium Discount		1,576.	1,343.
		Discounted Premium		9,001.	7,670.

M = Minimum Premium

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations	Premium Base	Rates		Advance Premiums	
	Sales	Per $1,000 Sales		Bodily Injury Liability	Property Damage Liability
		Bodily Injury Liability	Property Damage Liability		
Cerro Copper & Brass (Stamford) 20050	If Any	.142	.121		

M = Minimum Premium

MARGRP CDA dm - 0142

LS 002882

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations		Premium Base	Rates		Advance Premiums	
		Sales	Per $1,000 Sales		Bodily Injury Liability	Property Damage Liability
			Bodily Injury Liability	Property Damage Liability		
Cerro Copper Products (Cleveland)	20050	12,134,000	.142	.121	1,723.	1,468.
			Premium Discount		257.	219.
			Discounted Premium		1,466.	1,249.

M = Minimum Premium

MARGRP CDA dm - 0143

LS 002883

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations	Premium Base	Rates		Advance Premiums	
		Per $1,000 Sales			
	Sales	Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability
Cerro Copper Products (St. Louis) 20050	56,665,000	.142	.121	8,046.	6,856.
		Premium Discount		1,199.	1,022.
		Discounted Premium		6,847.	5,834.

M = Minimum Premium

MARGRP CDA dm - 0144

LS 002884

Item 4. *Declarations — Schedule —*
General Liability Hazards

Classification and Locations	Premium Base	Rates		Advance Premiums	
		Per $1,000 Sales			
	Sales	Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability
Cerro Copper & Brass (Newark, CA) 20050	If Any	.142	.121		

M = Minimum Premium

MARGRP CDA dm - 0145

LS 002885

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations	Premium Base ~~Sales~~	Rates Per $1,000 Sales		Advance Premiums	
		Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability
Cerro Copper & Brass (Erin, TN) 20050	810,000	.142	.121	115.	98.
		Premium Discount		17.	15.
		Discounted Premium		98.	83.

M = Minimum Premium

MARGRP CDA dm - 0146

LS 002886

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations			Premium Base	Rates		Advance Premiums	
			~~Sales~~	Per $1,000 Sales		Bodily Injury Liability	Property Damage Liability
				Bodily Injury Liability	Property Damage Liability		
Leadership Housing Inc.							
	TX		21,120,000	.142	.121	2,999.	2,556.
				Premium Discount		615.	524.
				Discounted Premium		2,384.	2,032.
	A/O	20050	138,881,000	.142	.121	19,721.	16,805.
				Premium Discount		2,938.	2,504.
				Discounted Premium		16,783.	14,301.

M = Minimum Premium

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations	Premium Base	Rates		Advance Premiums	
	Sales	Per $1,000 Sales			
		Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability
Richmar Development Corporation 20050	7,500,000	.142	.121	1,065.	908.
		Premium Discount		159.	135.
		Discounted Premium		906.	773.

M = Minimum Premium

MARGRP CDA dm - 0148

LS 002888

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations		Premium Base	Rates Per $1,000 Sales		Advance Premiums	
		Sales	Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability
Cerro Spar	20050	3,976,000	.142	.121	565.	481.
				Premium Discount	84.	72.
				Discounted Premium	481.	409.

M = Minimum Premium

MARGRP CDA dm - 0149

LS 002889

Amendatory Endorsement

It is agreed that General Amendatory End. No. 1 page No. 2 of 6 is amended as follows:

Effective 11-18-74

Amend Dover Construction Company to read Leadership Construction Company Inc.

Effective 11-27-74

Amend Leadership Mortgage Funding Corporation to read Mortgage Resources, Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium $
Effective Date As Indicated Above Expiration Date 1-1-75
For attachment to Policy or Bond No. LG1-621-004211-204 TD 93
Audit Basis 1
Issued to Cerro Corporation

☑ LIBERTY MUTUAL INSURANCE COMPANY
☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Countersigned by .....
Authorized Representative

Issued lc 4-2-75 Sales Office and No 202 End. Serial No 49

MARGRP CDA dm - 0150

Form 162

LS 002890

Amendatory Endorsement

It is agreed that the policy is amended as follows:

General Amendatory End. No. 1 -

Add: Cerro Mineral Exploration Company, Inc.

Additional Insured End. No. 11

	Premises	Name of Person
Add:	Suite 100 North Forbes Blvd. Tucson, AZ	Cabot, Cabot & Forbes Properties of Tucson, Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium $

Effective Date 7-1-74 Expiration Date 1-1-75

For attachment to Policy or Bond No. LG1-621-004211-204 TD93

Audit Basis 1

Issued to Cerro Corporation

☒ LIBERTY MUTUAL INSURANCE COMPANY

☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Secretary President

Work Units 1 -

Countersigned by .....
Authorized Representative

Issued 12-2-74 rms Sales Office and No. 202 End. Serial No. 48

Form 102

MARGRP CDA dm - 0151

LS 002891

AMENDATORY ENDORSEMENT

It is agreed General Amendatory Endorsement No. 1 is amended to include the following:

Misawa - Leadership Homes of America, Inc.

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 COMP

Bruce E. Boorman, Secretary — Frank L. Farwell, President

Countersigned by _____ Authorized Representative

Countersigned by _____ Authorized Representative

Effective Date 1-1-74 Expiration Date 1-1-75

Audit Basis 1

Premium $

For attachment to Policy or Bond No. LG1-621-004211-204 TD93

Issued to Cerro Corporation

MARGRP CDA dm - 0152

Endorsement Serial No. 42

Work Unit 1 - Issued sc 7-2-74 Sales Office & No. 202

LS 002892

Amendatory Endorsement

It is agreed that General Amendatory Endorsement No. 1, Item 1 Named Insured, is amended to include the following:

Cerro C.A.T.V. Devices, Inc.

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. Farrell, President

Countersigned by _____
Authorized Representative

☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman, Secretary Frank L. Farrell, President

Countersigned by _____
Authorized Representative

Effective Date 3-8-74 Expiration Date 1-1-75
Audit Basis 1
Premium $
For attachment to Policy or Bond No. LG1-621-004211-204 TD 93
Issued to Cerro Corporation

Endorsement Serial No. 39

Work Units 1- Issued lc 4-8-74 Sales Office & No. 202

MARGRP CDA dm - 0153

LS 002893

AMENDATORY ENDORSEMENT

It is agreed that the policy does not apply to

Cerro Mining Company of Canada Limited.

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 COMPAN

Bruce E. Boorman, Secretary Frank L. Farwell, President

Countersigned by _____
AUTHORIZED REPRESENTATIVE

Effective Date Expiration Date
Audit Basis
Premium $
For attachment to Policy or Bond No. LGL-621-004211-204
Issued to

Endorsement Serial No. 15

Work Units 1- Issued Sales Office & No.

LS 002894

Amendatory Endorsement

Excess Limits of Liability

It is agreed that the Limits of Liability as stated in the policy shall apply as excess limits, with respect to the following operations.

> When the named insured is engaged as a non-operating entity in any co-venture, co-ownership, joint venture or joint ownership in any geophysical exploratory activities, mining operations or oil or gas lease venture.

Condition 7 of the policy is amended accordingly.

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. Farrell, President

Countersigned by _____
Authorized Representative

☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman, Secretary Frank L. Farrell, President

Countersigned by _____
Authorized Representative

Effective Date Expiration Date
Audit Basis
Premium $
For attachment to Policy or Bond No. LG1-621-004211-204
Issued to

Endorsement Serial No. 14

Work Units 1 – Issued Sales Office & No.

LS 002895

ADDITIONAL NAMED INSURED

It is agreed that the policy also includes as a named insured any business entity, including any partnership or joint venture, in which Leadership Housing, Inc. or Leadership Housing Systems, Inc. has a 50% or greater ownership or control.

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 Expiration Date
Audit Basis
Premium $
For attachment to Policy or Bond No. LG1-621-004211-204
Issued to

Endorsement Serial No. 13

Work Units 1 - Issued Sales Office & No.

MARGRP CDA dm - 0156

LS 002896

ADDITIONAL INSURED

It is agreed that the Persons Insured provision is amended to include as an insured any person, organization, trustee or estate with whom the named insured has agreed by contract or agreement to provide public liability insurance but only with respect to acts or omissions of the named insured in connection with the named insured's operations.

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 Expiration Date
Audit Basis
Premium $
For attachment to Policy or Bond No. LG1-621-004211-204
Issued to

Endorsement Serial No. 12

Work Units 1 - Issued Sales Office & No.

MARGRP CDA dm - 0157

LS 002897

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

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

Location No.	Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Premiums	
			Coverage A Bodily Injury Liability	Coverage B Property Damage Liability
	See Attached Schedules			

Premium $

Effective Date Expiration Date

For attachment to Policy or Bond No. LG1-621-004211-204

Audit Basis

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Countersigned by .....
Authorized Representative

Sales Office and No.

End. Serial No. 11

Make Units 1 —

G:09 (10/1/66)
LC LG LM LO

Printed in USA

Issued

MARGRP CDA dm - 0158

LS 002898

Premises	Name of Person
Leased Premises Woodbridge, NJ	Maurice M. Weil, trustee for Jack Schwartz, etal under declaration of trust dated 10/28/65
36 N. Tucson Blvd. Tucson, AZ	Evo De Concino, Ora De Concino Anthony A. Gallo and Alice Gallo c/o Valley National Bldg. Tucson, AZ
5252 Balboa Ave. Suite 304 San Diego, CA	Medical and Professional Management Corporation
3501 So. Harbor Blvd. Santa Ana, CA	Office Building Associates
3696 Mt. Diablo Blvd. Lafayette, CA	Duffell Financial & Construction Co.
Watumull Investment Co. 2207 Kalakaua Ave. Honolulu, HI	309 Habani St. Kailua, Oahu, HI
Air Pollution Control Facility (Plant #4) Rte. 53, Bellefonte, PA	Bellefonte Area Industrial Development Authority 125 No. Allegheny St. Bellefonte, PA
Lafferty Plaza 498 North Kings Highway Cherry Hill, NJ	Cherry Hill Road Corporation

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

ADDITIONAL INSURED
(Vendors — Broad Form)

It is agreed that the "Persons Insured" provision is amended to include any person or organization (herein referred to as "vendor"), as an **insured**, but only with respect to the distribution or sale in the regular course of the vendor's business of the **named insured's products** subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
   (a) any express warranty unauthorized by the **named insured**;
   (b) **bodily injury** or **property damage** arising out of
      (i) any physical or chemical change in the form of the product made intentionally by the vendor,
      (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
      (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
      (iv) products which after distribution or sale by the **named insured** have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. The insurance does not apply to any person or organization, as **insured**, from whom the **named insured** has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

Premium $ Included in Composite Rate
Effective Date Expiration Date
For attachment to Policy or Bond No. LG1-621-004211-204
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Work Units I —

Countersigned by .....
Authorized Representative

Issued Sales Office and No. End. Serial No. 3

G113 (10/1/66)
LC LG LB

MARGRP CDA drn - 0160

LS 002900

GENERAL AMENDATORY ENDORSEMENT

It is agreed that:

1. Named Insured The term "named insured" includes in addition to the person or organization named in Item 1 of the declarations:

Cerro de Pasco Petroleum Corporation
Cerro Sales Corporation
Cerro Wire & Cable Co., Division of Cerro Corporation
Cerro Wire & Cable Co., (New Haven Works), Division of Cerro Corporation
Cerro Metal Products (Bellefonte Works), Division of Cerro Corporation
Cerro Metal Products (California Works), Division of Cerro Corporation
Cerro Copper Products (Cleveland Works), Division of Cerro Corporation
Cerro Copper Products (St. Louis Works), Division of Cerro Corporation
Cerrospar Corporation
Leadership Homes of Boca Raton Inc.
Boca Del Mar Associates (a Partnership)
Texaco Boca Del Mar, Inc. and Texaco, Inc., but only with respect to real estate development activities in Palm Beach county, Florida, and their ownership interest in Boca Del Mar Associates (a Partnership).

General Amendatory Endorsement (Cont'd)

Richmar Development Corporation
Leadership Housing, Inc.
Leadership Maintenance Inc.
Camino CATV, Inc.
Colony West Country Club, Inc.
First Behring Corporation
July Investment Corporation
Leadership Homes of Palm Beach County, Inc.
Leadership Homes of West Florida, Inc.
Mainlands Management, Inc.
LHI Management Company
LHI Recreation Company
Leadership Housing Systems, Inc.
Dover Construction Company
Leadership Housing Systems of Florida, Inc.
Woodland Construction Corp.
Leadership Partners, Inc.
LHS Financial Corporation
LHS Management Corporation
Westcliff Escrow Company
Leadership Mortgage Funding Corporation
Leadership Title Agency
Subdivision Sales, Incorporated
Tamarac Development Company
Tamarac Publishing Company
Tamarac Underwriters, Inc.
Tamarac Utilities, Inc.
Tarpon Lake Corp.
Woodland Country Club, Inc.

and any business entity incorporated or organized under the laws of the United States of America (including any State thereof) its territories or possessions or Canada (including any Province thereof) while the person or organization named in Item 1 of the declarations or the aforenamed owns, during the policy period, an interest in such entity of more than fifty per cent (50%)

The person or organization named in Item 1 of the declarations by acceptance of this policy is authorized to act and agrees to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance afforded by the policy, including the giving and receiving of notice of cancellation, the payment of premiums and the receiving of return premiums, if any, and of such dividends as may be declared by the company.

2. Personal Injury Coverage The term "personal injury" is substituted for the term "bodily injury" throughout the policy except in exclusion (j) and in the definitions of "bodily injury", "personal injury" and "occurrence".

3. Foreign Coverage

(a) Policy Territory

The term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) construction, fabrication, erection or installation operations outside the United States of America, its territories or possessions or Canada or (2) manufacturing, selling or distributing goods or products at or from locations outside the United States of America, its territories or possessions or Canada, but "foreign based operations" do not include the distribution or sale of goods or products manufactured in the United States of America, its territories or possessions or Canada.

(b) Investigation, Defense, Settlement - Foreign Claims or Suits

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

4. Limits of Liability, Non-Cumulation of Liability - Same Occurrence

The last paragraph of Section IV, "Limits of Liability" is replaced by the following:

"Coverage A and B - For the purpose of determining the limit of the company's liability (1) all "personal injury" and "property damage" arising out of continuous or repeated exposure to substantially the same general conditions and (2) all "personal injury" arising out of a series of publications or utterances of the same or similar defamatory material shall be considered as arising out of one occurrence."

The following paragraph is added to Section IV:

"If the same "occurrence" gives rise to "personal injury" or "property damage" which occurs partly before and partly within the policy period, the each occurrence limit and the applicable aggregate limit or limits of

this policy shall be reduced by the amount of each payment made by the company with respect to such "occurrence" under a previous policy or policies of which this policy is a replacement."

5. Mobile Equipment Exclusion (c) is deleted.

6. Liquor Law Liability Exclusion (h) is deleted.

7. Automobiles and Aircraft Exclusion Exclusion (b) is amended to read as follows:

"(b) to "personal injury" or "property damage" arising out of the ownership, maintenance, operations, 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 liability assumed under an "incidental contract".

8. Watercraft Exclusion Exclusion (e) is amended to read as follows:

(e) to "personal injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft owned or operated by or rented or loaned to any "insured"; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to, or controlled by the "named insured" or to liability assumed by the "insured" under an "incidental contract."

9. Additional and Amended Definitions "Personal injury" means (1) bodily injury, (2) any injury to the feelings or reputation of a natural person and (3) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation any of which occur during the policy period; but the term personal injury does not include under subdivisions

(2) and (3) any injury arising out of (a) discrimination which is unlawful under State or Federal law or which is committed by or at the direction of the insured or (b) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured.

"Occurrence" is amended to read as follows: "occurrence" means (a) 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 (b) with respect to injury as defined in subdivisions (2) and (3) of the definition of "personal injury" any act which results in "personal injury" during the policy period other than an act committed by or at the direction of the insured for the purpose of causing injury.

10. Other Insurance With respect to losses to which this policy applies by reason of the coverage afforded by this endorsement, this policy does not apply to that portion of the loss for which the "insured" has other valid and collectible insurance, whether on a primary, excess or contingent basis unless such insurance was specifically purchased by the "named insured" to apply in excess hereof.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

☒ LIBERTY MUTUAL INSURANCE COMPANY

Rena E. Bowman Secretary Frank L. Farwell President

☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Rena E. Bowman Secretary Frank L. Farwell President

Countersigned by _____ Authorized Representative

Countersigned by _____ Authorized Representative

Effective Date Expiration Date

Audit Basis

Premium $

For attachment to Policy or Bond No. LG1-621-004211-204

Issued to

Endorsement Serial No. 1

MARGRP CDA dm - 0166

Work Units 1 - Issued Sales Office & No.

LS 002906

Northbrook Insurance Company
Northbrook, Illinois

Special Cover Policy – Casualty

A STOCK COMPANY

MARGRP CDA dm - 0167

LS 002907

Northbrook Insurance Company

A Stock Insurance Company, Herein Called the Company

Excess Umbrella Coverage - 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 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 Insurers".

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

Home Indemnity Company HEC 4763461

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) $ 10,000,000 ultimate net loss in respect of each occurrence, but

(b) $ 10,000,000 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 employes of the Insured

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

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

(d) $10,000,000 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 employes of the Insured.

Northbrook Insurance Company
Northbrook, Illinois

Declarations – Special Cover Policy – Casualty

Renewal of No. NEW

63 000 175
Policy Number

Item 1. Named Insured: Golconda Corporation

Item 2. Address: 4201 West Peterson Avenue
Chicago, Illinois 60646

Item 3. Policy Period: From: Jan. 1, 1974 To: Dec. 1, 1976
12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 4. Coverage: Excess Following Form Umbrella

Item 5. Limits of Liability: As per RU 13

Item 6. Premium: Advance: $3,200 Annual Minimum: $3,500
Rate: Flat

If the Policy Period is more than one year and the premium is to be paid in installments, Premium is payable on:

January 1, 1974	December 1, 1974	December 1, 1975
Effective Date	1st Anniversary	2nd Anniversary

In the event of cancellation by the Named Insured, the Company shall receive and retain not less than $3,200 as the policy minimum premium.

Item 7. Schedule of Underlying Insurance:
As Per Attached RU 13

Countersignature Date January 29 19 74

Richard D Woods
by James M O'Brien
Authorized Representative

pm

RU9A PRINTED IN U.S.A.

MARGRP CDA dm - 0169

LS 002909

Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply: * BROAD FORM

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 of 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 ultilizing 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 requistion or destruction of or damage to property by or under the order of any government or public or local authority.

MARGRP CDA dm - 0170

LS 002910

BINDER MEMORANDUM

Issued By

Date JANUARY 7, 1974

ROLLINS BURDICK HUNTER CO.

Name of Insured GOLCONDA CORPORATION

Address 4201 WEST PETERSON AVENUE, CHICAGO, ILLINOIS 60646

Description of Risk (use separate sheets if necessary i.e. schedule of locations, limits, etc.)

Loss Payee

Acting on your instructions, Insurance is provided by the designated Insurance Company(s) as indicated below and as explained on the reverse side hereof

Insurance Company(s)	Coverages (refer to specific policies)	Limits of Liability or Amounts of Insurance	Provisional Premium
NORTHBROOK INSURANCE COMPANY	EXCESS UMBRELLA LIABILITY (Excluding aircraft products liability)	$10,000,000.00 ANY ONE OCCURRENCE EXCESS OF $10,000,000.00 ANY ONE OCCURRENCE WHICH IN TURN IS EXCESS OF PRIMARY INSURERS	$3,200.00 PRO-RATA AND $3,500.00 FLAT ANNUALLY

DATE AND HOUR EFFECTIVE FROM 12:01 A.M., JANUARY 1, 1974 TO 12:01 A.M., DECEMBER 1, 1976

(Standard time, at place of location of risk insured)

ROLLINS BURDICK HUNTER CO.

BY: Raymond J. Kenny DATE ISSUED JANUARY 7, 1974

MARGRP CDA dm - 0171

(See Reverse)

LS 002911

C 4973371

THE HOME INSURANCE COMPANY

STOCK COMPANY

——Manchester, New Hampshire——

ITEM 1. Insured's Name and Mailing Address

Cerro Corporation, etal
(As per Endorsement No. 1)
300 Park Avenue
New York, N.Y. 10022

Producer

~~Fred S. Jemes & Co. of N.Y.Inc.~~
~~55 Water Street~~
~~New York, N.Y. 10041~~

1-1-75	1-1-78	3	50137	081	
Inception (Mo. Day Yr.)	Expiration (Mo. Day Yr.)	Years	Producer No.	OPC	State Loc.

FROM: January 1, 1975 TO: January 1, 1978
12:01 A.M. Standard Time at the address of the Named Insured as stated herein

ITEM 2. LIMITS OF LIABILITY (As Per Insuring Agreement No. 2)

LIMIT IN ALL IN RESPECT OF EACH OCCURRENCE	$ 10,000,000.00
LIMIT IN THE AGGREGATE FOR EACH ANNUAL PERIOD WHERE APPLICABLE	$ 10,000,000.00

ITEM 3. PREMIUMS

THE PREMIUM IS BASED UPON	MINIMUM PREMIUM
Not Applicable	$ 140,000.00
	ADVANCED PREMIUM
DURING THE POLICY PERIOD	$ 140,000.00

PREMIUM IF PAID IN INSTALLMENTS

EFFECTIVE DATE	1st ANNIVERSARY	2nd ANNIVERSARY	TOTAL PREMIUM →	$

In Witness Whereof, the said THE HOME INSURANCE COMPANY, MANCHESTER, NEW HAMPSHIRE has caused these Presents to be signed by its President and attested by its Secretary, in the City of Manchester, New Hampshire, and this policy is made and accepted upon the above express conditions, but shall not be valid unless countersigned by a duly Authorized Representative of the Company at place of issue.

Joseph F. Quinn
Secretary

P. H. Tullis, Jr.
President

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)

A. N. Christian Senior Vice President

DATE 2-5-75 np

H20254 F 9/73

MARGRP CDA dm - 0172

LS 002912

...L PURPOSE ENDORSEMENT

Endorsement No. 17

(Type full name of Insuring Company)

Home Insurance Company

Policy Number	Named Insured	
HEC 4973371	Cerro Corporation, etal	
Policy Inception 1/1/75	Policy Expiration 1/1/78	Effective Date and Time of Endorsement 1/1/76
Producer Reed Shaw Stenhouse, Inc. of Illinois		Producer No.—GPC

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is understood and agreed that the schedule of underlying insurances is amended to indicate Home Insurance Company as primary carrier for the first three items:

Comprehensive General Liability Excluding Aircraft Products

Comprehensive Automobile Liability

Employers Liability

It is further understood and agreed that employers liability is applicable for specified operations only as indicated in the primary policy of Home Insurance Company.

REED SHAW STENHOUSE, INC.
OF ILLINOIS

Signature of Authorized Representative	Total Additional Premium	Total Return Premium
Date Prepared	Pro Rata of	Pro Rata or Short Rate of

PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN INSTALLMENTS:

DATES DUE	PRESENT INSTALLMENT	INCREASE	DECREASE	REVISED INSTALLMENT
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$

GNL 6868 (F) 2/74

1/12/76

LS 002913

1ARGRP CDA dm - 0173

THE HOME INSURANCE COMPANY
New York, New York

MANUSCRIPT EXCESS LIABILITY POLICY

(A stock 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 reliance upon the statements in the declarations and subject to the insuring agreements, limits of liability, definitions, exclusio conditions, and other terms of this policy:

INSURING AGREEMENTS

I. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

(a) imposed upon the Insured by law,

or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages, direct or consequential and expenses, all as more fully defined by the term "ultimate net loss" on account of:—

(i) Personal Injuries, including death at any time resulting therefrom,

(ii) Property Damage,

(iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY

The Company shall only be liable for the ultimate net loss the excess of either

(a) the limits of the underlying insurances as set out in t attached schedule in respect of each occurrence cover by said underlying insurances, SEE END.

or (b) $25,000 ultimate net loss in respect of each occurren not covered by underlying insurances,

(hereinafter called the "underlying limits"):

and then only up to a further sum as stated in Item 2 of tl Declarations in all in respect of each occurrence—subject to limit as stated in Item 2 of the Declarations in the aggrega for each annual period during the currency of this polic separately in respect of Products Liability and in respect Personal Injury (fatal or non-fatal) by Occupational Disease su tained by any employees of the Insured.

In the event of reduction or exhaustion of the aggregate limi of liability under said underlying insurance by reason of loss paid thereunder, this policy shall

(1) in the event of reduction pay the excess of the reduc underlying limit

(2) in the event of exhaustion continue in force as unde lying insurance.

The inclusion or addition hereunder of more than one Insur shall not operate to increase the Company's limit of liability.

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

1. INSURED

Named Insured: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company (Hereinafter called the "Named Insured").

The unqualified word "Insured", wherever used in this policy, includes not only the Named Insured but also:—

(a) any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Insured;

(b) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or used by them;

(c) any additional insured (not being the Named Insured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Insured under any underlying insurances as set out in attached Schedule;

(d) with respect to any automobile owned by the Named Insured or hired for use in behalf of the Named Insured, or to any aircraft owned by or hired for use in behalf of the Named Insured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Insured. The insurance extended by this sub-division (d), with respect to any person or organization other than the Named Insured, shall not apply—

1. to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;

2. to any manufacturer of aircraft, engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of the operation thereof;

3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (d) shall not apply if it restricts the insurance granted under sub-division (c) above.

2. PERSONAL INJURIES

The term "Personal Injuries" wherever used herein mea bodily injury, mental injury, mental anguish, shock, sickness disease, disability, false arrest, false imprisonment, wrongf eviction, detention, malicious prosecution, discrimination (exce where it is a violation of a statute or regulation prohibiting such humiliation; also libel, slander or defamation of character or i vasion of rights of privacy, except that which arises out of a Advertising activities.

3. PROPERTY DAMAGE

The term "Property Damage" wherever used herein shall mea loss of or direct damage to or destruction of tangible proper (other than property owned by the Named Insured).

4. ADVERTISING LIABILITY

The term "Advertising Liability" wherever used herein sh mean:—

(1) Libel, slander or defamation;

(2) Any infringement of copyright or of title or of slogan;

(3) Piracy or unfair competition or idea misappropriation und an implied contract;

(4) Any invasion of right of privacy;

committed or alleged to have been committed in any advertis ment, publicity article, broadcast or telecast and arising out the Named Insured's Advertising activities.

5. OCCURRENCE

The term "occurrence" wherever used herein shall mean accident or a happening or event or a continuous or repeated e posure to conditions which unexpectedly and unintentionally r sults in personal injury, property damage or advertising liabili during the policy period. All such exposure to substantially tl same general conditions existing at or emanating from o premises location shall be deemed one occurrence.

6. ULTIMATE NET LOSS

The term "Ultimate Net Loss" shall mean the total sum whi the Insured, or any company as his insurer, or both, becon obligated to pay by reason of personal injury, property dama or advertising liability claims, either through adjudication compromise, and shall also include hospital, medical and fune charges and all sums paid as salaries, wages, compensation, fe charges and law costs, premiums on attachment or appeal bonc interest, expenses for doctors, lawyers, nurses and investigatc and other persons, and for litigation, settlement, adjustment a investigation of claims and suits which are paid as a consequen of any occurrence covered hereunder, excluding only the salari of the Insured's or of any underlying insurer's permanent e ployees.

NON-PREMIUM ENDORSEMENT

Endorsement No. 1

Issued by – (Type in full name of Insuring Company)

The Home Insurance Co.

POLICY NUMBER	NAMED INSURED
HEC 4973371	Cerro Corporation, etal
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1-1-75	2-5-75 mp
PRODUCER	PRODUCER NO. -OPC
Fred S. James & Co. of N.Y. Inc.	50137-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Named Insured

Cerro Corporation
Leadership Housing Inc. AND ALL SUBSIDIARIES
Cerro Spar Corporation
Richmar Development Corp.
Asbestos Mines of Northern Greece
Fetterolf Coal Company

THE HOUSING GROUP

A. M Christian
SIGNATURE OF AUTHORIZED REPRESENTATIVE

MARGRP CDA dm - 0175

H 22300 (FH) 7/73

LS 002915

NON-PREMIUM ENDORSEMENT

Endorsement No. 9

Issued by –

The Home Insurance Co.

Type in Full Name of Insuring Company

POLICY NUMBER	NAMED INSURED
HEC 4973371	Cerro Corporation, etal
EFFECTIVE DATE	DATE PREPARED
1-1-75	2-5-75 mp
PRODUCER	PRODUCER NO. – OPC
Fred S. James & Co. of N.Y. Inc.	50137-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that such Insurance as is afforded by this policy shall not apply to:

Golconda Corporation
ICX Inc.

A. M. Christian

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22301 (F) 11/73

MARGRP CDA dm - 0176

LS 002916

NON-PREMIUM ENDORSEMENT

Endorsement No. 3

Issued by – (Type in full name of Insuring Company)

The Home Insurance Co.

POLICY NUMBER	NAMED INSURED
HEC 4975371	Cerro Corporation, etal
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1-1-75	2-5-75 np
PRODUCER	PRODUCER NO.-OPC
Fred S. James & Co. of N.Y. Inc.	50137-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that as respects Fetterolf Coal Company such insurance as is afforded by this policy shall follow the terms, conditions and exclusions of Fireman's Fund Insurance Co. Policy No. XLB-122 4299 and excess of the limits set forth on Endorsement No. 2 Page 2.

C. M. Christiansi

SIGNATURE OF AUTHORIZED REPRESENTATIVE

MARGRP CDA dm - 0177

H 22300 (FH) 7/73

LS 002917

cc 131

MARMON

INTER-OFFICE CORRESPONDENCE

TO Controllers DATE July 13, 1977

FROM Nancy Mollers

SUBJECT Cerro Umbrella Liability Insurance, Home Policy #HEC4973371 Cancelled 1/1/77

As you know, umbrella liability coverage for Cerro and Marmon was consolidated effective January 1, 1977. Consequently, the above policy was cancelled as of that date. This policy originally provided coverage for the three-year period from 1/1/75 to 1/1/78, and your deposit premium paid at the beginning of the period was for the full three-year term. Thus a pro rata return of premium has been determined for the one year period of unearned coverage from 1/1/77 to 1/1/78. It was calculated by multiplying your three-year deposit premium by a pro rata factor of .283.

Unless you have any questions, you may expect to receive a credit of $ 5453 on your July intercompany billing.

3yr premium 19262
.283 5451.15

Nancy Mollers

$\frac{19262}{36} = 535 \times 24 = 12840$

$19262 - 12840 = 6422$

Expended 5753

To be expended 669

nm

cc: Bill Connell

Distribution:
Cerro Communication Products
Cerro Copper Products
Cerro Corporation-Home Office
Cerro Metal Products
Cerro Sales Corporation
Cerro Spar
✓Cerro Wire & Cable Company
Leadership Housing, Inc.
The Rockbestos Company
M. F. Fetterolf Coal Company

MARGRP CDA dm - 0178

LS 002918

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

—Manchester, New Hampshire—

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED
Cerro Wire & Cable Co. A Division of Cerro-Marmon Corporation

ADDRESS OF INSURED
285 Nicoll Street New Haven, Ct. 06504

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
HEC 4973371		FROM 1-1-75 TO 1-1-78

DESCRIPTION OF COVERAGE	LIMITS
Umbrella Liability	$1,000,000. Each Occurrence or in the Aggregate Where Applicable, Excess of Self-Insurance.

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional insured, nor does it modify in any manner the contracts of insurance between the Insured and the Company. Any amendment, change or extension of such contracts can only be effected by specific endorsement attached thereto.

Should the above mentioned contracts of insurance be cancelled, assigned or changed during the above named policy period in such manner as to affect this document, we, the undersigned, will endeavor to give notice to the holder of this document, but failure to give such notice shall impose no obligation of any kind upon the undersigned or upon the Company.

ISSUED TO
Arthur Rubloff & Co.

ADDRESS
69 West Washington Street Chicago, Ill. 60602

THE HOME INSURANCE COMPANY

DATED: 10-27-76

BY: R. M. Salenzewski
Reed Shaw Stenhouse, Inc.

C 10 (10) 8/73

MARGRP CDA dm - 0179

LS 002919

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED
Leadership Housing Systems, Inc.

ADDRESS OF INSURED
3501 South Harbor Blvd., Santa Ana, California 92704

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
HEC 4973371		FROM 1-1-75 TO 1-1-78

DESCRIPTION OF COVERAGE	LIMITS
Umbrella Liability	$6,000,000 Each Occurrence, or in the Aggregate, Where Applicable, Excess of Various Primary Insurance

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional insured, nor does it modify in any manner the contracts of insurance between the Insured and the Company. Any amendment, change or extension of such contracts can only be effected by specific endorsement attached thereto.

Should the above mentioned contracts of insurance be cancelled, assigned or changed during the above named policy period in such manner as to affect this document, we, the undersigned, will endeavor to give notice to the holder of this document, but failure to give such notice shall impose no obligation of any kind upon the undersigned or upon the Company.

ISSUED TO
Downey Savings & Loan Association

ADDRESS
3501 South Harbor Blvd., Santa Ana, California 92704

THE HOME INSURANCE COMPANY

DATED: 10-10-75

BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0183

LS 002920

MORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

INSURANCE HOME COMPANIES

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED
LEADERSHIP CABLE SYSTEM, INC SUBSIDIARY OF CERRO CORPORATION

ADDRESS OF INSURED
39 SO LA S LLE STREET CHICAGO, IL 60603

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
HEC 4973371		FROM 1-1-75 TO 1-1-78

DESCRIPTION OF COVERAGE	LIMITS
UMBRELLA LIABILITY	$10,000,000 EACH OCCURENCE
	$10,000,000 AGGREGATE

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ISSUED TO
FLORIDA POWER & LIGHT COMPANY

ADDRESS
BOX 2409 DELRAY BEACH, FLORIDA 33444

INSURANCE CONSULTANTS, INC.
ELIEL AND LOEB COMPANY, Division

THE HOME INSURANCE COMPANY

DATED: 7-24-75 JAS

BY: By [signature]

EC 10 (H) 8/73

MARGRP CDA dm - 0181

LS 002921

MORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED
LEADERSHIP CABLE SYSTEMS, INC SUBSIDIARY OF CERRO CORPORATION

ADDRESS OF INSURED
39 So LA SALLE STREET CHICAGO, IL 60603

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
HEC 4973371		FROM 1-1-75 TO 1-1-78

DESCRIPTION OF COVERAGE	LIMITS
UMBRELLA LIABILITY	$10,000,000 EACH OCCURENCE
	$10,000,000 AGGREGATE

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ISSUED TO CITY OF GULFSTREAM

ADDRESS OFFICE OF CITY CLERK GULFSTREAM, FLORIDA

INSURANCE CONSULTANTS, INC.
EDIEL AND LOEB COMPANY, Division

THE HOME INSURANCE COMPANY

DATED: 7-24-75 JAS

BY: By

EC 10 (H) 8/73

MARGRP CDA dm - 0182

LS 002922

MORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED
LEADERSHIP CABLE SYSTEMS, INC SUBSIDIARY OF CERRO CORPORATION

ADDRESS OF INSURED
39 So LA SALLE STREET CHICAGO, IL 60603

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
HEC 4973371		FROM 1-1-75 TO 1-1-78

DESCRIPTION OF COVERAGE	LIMITS
UMBRELLA LIABILITY	$10,000,000 EACH OCCURENCE
	$10,000,000 AGGREGATE

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ISSUED TO CITY OF DELRAY BEACH

ADDRESS OFFICE OF CITY CLERK DELRAY BEACH, FLORIDA

INSURANCE CONSULTANTS, INC.
ELIEL AND LOEB COMPANY, Division

THE HOME INSURANCE COMPANY

DATED: 7-24-75 JAS

BY: By M. Salenzewski

EC 10 (H) 8/73

MARGRP CDA dm - 0183

LS 002923

MORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

INSURANCE HOME COMPANIES

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED: LEADERSHIP CABLE SYSTEMS, INC SUBSIDIARY OF CERRO CORPORATION

ADDRESS OF INSURED: 39 SO LA SALLE STREET CHICAGO, IL 60603

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
HEC 4973371		FROM 1-1-75 TO 1-1-78

DESCRIPTION OF COVERAGE	LIMITS
UMBRELLA LIABILITY	$10,000,000 EACH OCCURENCE
	$10,000,000 AGGREGATE

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ISSUED TO: CITY OF PALM BEACH

ADDRESS: OFFICE OF CITY CLERK WEST PALM BEACH, FLORIDA

INSURANCE CONSULTANTS, INC.
ELIEL AND LOEB COMPANY, Division
THE HOME INSURANCE COMPANY

DATED: 7-24-75 JAS

BY: By [signature]

EC 10 (H) 8/73

MARGRP CDA dm - 0184

LS 002924

MEMORANDUM OF INSURANCE

RECEIVED
MAR 13 1975
INSURANCE DEPT.

THE HOME INSURANCE COMPANY

—Manchester, New Hampshire—

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

ADDRESS OF INSURED adership Housing Systems, Inc.

300 Park Avenue, New York, New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
HEC 4973371	32	1/1/75	1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess Liability Insurance	$1,000,000 Combined Single limit excess of Bodily Injury Liability
In excess of:	$500,000 each person $500,000 each occurrence Property Damage Liability

Florida Heritage Group, Inc. is included as additional insured with regard to property located at 6006 N. University Drive, Tamarac, Florida.

Copy - showed be in effect - new owners of building @ 6006 N. University

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ISSUED TO

ADDRESS Florida Heritage Group, Inc.
5353 N. Federal Highway
Ft. Lauderdale, Florida 33308

THE HOME INSURANCE COMPANY

DATED: March 10, 1975

BY: [signature]

MARGRP CDA dm - 0185

LS 002925

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

RECEIVED

ADDRESS OF INSURED

Leadership Housing, Inc.

FEB 10 1975

POLICY NUMBER 300 Park Avenue, New York, New York 10022 | CERTIFICATE NO. | POLICY PERIOD FROM | TO INSURANCE DEPT.

HEC 4973371 | 30 | 1/1/75 | LIMITS 1/1/78

DESCRIPTION OF COVERAGE

Excess Liability Insurance: $10,000,000 combined single limit excess of: Bodily Injury Liability

In excess of: $500,000 each person
$500,000 each occurrence
Property Damage Liability

(Sandflower Cove
Newport Beach
(condos)

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ISSUED TO

ADDRESS Engineering Science Inc.

150 North Santa Anita Avenue
Arcadia, California

THE HOME INSURANCE COMPANY

DATED: 2/6/75

BY: [signature]

EC 10 (H) 8/73

MARGRP CDA dm - 0186

LS 002926

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

——Manchester, New Hampshire——

RECEIVED
FEB 25 1975
INSURANCE DEPT.

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

ADDRESS OF INSURED Cerro Corporation, Leadership Housing Systems, Inc.

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
HEC 4973371	21	1/1/75	1/1/78

300 Park Avenue, New York, New York 10022

DESCRIPTION OF COVERAGE — LIMITS

Excess General Liability

Additional Named Insured
William E. Ward, a married man as his separate property as to 52.9% and Pacific Mutual Life Insurance Company, a California Corporation as to 47.1% individed interest as tenants in common.

Bodily Injury Liability

$500,000 each person
$500,000 each occurrence

excess of
$500,000 each person
$500,000 each occurrence

Property Damage Liability

$500,000 each occurrence

excess of
$500,000 each occurrence

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ISSUED TO

ADDRESS William E. Ward and Pacific Mutual Life Ins. Co.
650 South Grand No. 900
Los Angeles, California

THE HOME INSURANCE COMPANY

DATED: 2/19/75

BY: [signature]

EC 10 (H) 8/73

MARGRP CDA dm - 0187

LS 002927

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

ADDRESS OF INSURED Serra Corporation Leadership Housing System Inc.

300 Park Avenue, New York, New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
HEC 4973371	21	1/1/75	1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess General Liability ADD L INSURED William E. Ward, a married man as his separate property as to 52.9% and Pacific Mutual Life Insurance Company, a California Corporation as to 47.1% individed interest as tenants in common	Bodily Injury Liability $400,000 each person 700,000 each occurrence excess of $100,000 each person 300,000 each occurrence Property Damage Liability $400,000 each occurrence excess of 100,000 each occurrence

3/10/75 Called Art Fell @ Fred Jones office to be now correct to show ... insured

Revised

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ISSUED TO

ADDRESS William E. Ward and Pacific Mutual Life Ins. Co.
650 South Grand No. 900
Los Angeles, California
1/5/75

THE HOME INSURANCE COMPANY

DATED: _____ BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0188

LS 002928

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

—Manchester, New Hampshire—

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED: Cerro Corporation Leadership Housing System Inc.

ADDRESS OF INSURED: Park Avenue, New York, New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
HE 4973371	26	1/1/75	1/1/76

DESCRIPTION OF COVERAGE	LIMITS
Excess Liability	$10,000,000.

Land Trusts No. 149464
149466
149468

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional insured nor does it modify in any manner the contracts of insurance between the Insured and the Company. Any amendment, change or extension of such contracts can only be effected by specific endorsement attached thereto.

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ISSUED TO: Dade First National Bank
1111 Lincoln Road
P.O. Box Drawer 1
ADDRESS: Miami, Florida

1/5/75

DATED.

THE HOME INSURANCE COMPANY

BY:

EC 10 0116 73

MARGRP CDA dm - 0189

LS 002929

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

——Manchester, New Hampshire

RECEIVED
FEB 25 1975
INSURANCE DEPT.

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

ADDRESS OF INSURED
Leadership Housing Systems, Inc. etal

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
HEC 4973371	27	1/1/75	1/1/78

DESCRIPTION OF COVERAGE — LIMITS

Excess Liability — B.I. & P.D. Combined single limit $10,000,000.

Additional Insured:

The Miami Beach First National Bank, a banking corporation organized under the laws of the United States of America, as Trustee Under the provisions of a certain Trust Agreement dated the 28th of September, 1973 and known as Land Trust No. 149488, and not personally, 1111 Lincoln Road, Miami Beach, Florida 33139 and North Broward Associates, a Joint Venture - 3,958 acres. North Broward Parcel located in Parkland, Florida.

Thirty day written notice of cancellation will be given to Housing Investment Corporation of Florida, c/o Schnoff, Schrager, Jones & Weaver, Ltd., One IBM Plaza, Chicago, Illinois 60611.

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ISSUED TO

ADDRESS
Miami Beach First National Bank
P.O. Box Drawer "H" - 1111 Lincoln Road
Miami, Beach, Florida 33139

THE HOME INSURANCE COMPANY

DATED: 2/21/75

BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0190

LS 002930

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

—Manchester, New Hampshire—

RECEIVED
FEB 7 1975
INSURANCE DEPT.

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED
Leadership Housing, Inc.

ADDRESS OF INSURED
300 Park Avenue, New York, New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
HEC 4973371	29	FROM 1/1/75 TO 1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess Liability Insurance:	$1,000,000 combined single limit excess of: Bodily Injury Liability
In excess of:	$500,000 each person $500,000 each occurrence Property Damage Liability

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ISSUED TO
Central & Southern Florida Flood Control

ADDRESS
P.O. Box V
West Palm, Florida 33402

THE HOME INSURANCE COMPANY

DATED: 2/4/75

BY: [signature]

EC 10 (H) 8/73

MARGRP CDA dm - 0191

LS 002931

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

——Manchester, New Hampshire——

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

ADDRESS OF INSURED Cerro Corporation Leadership nousing Systems, Inc.
Park Avenue, New York, New York

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
HLC 4973371	20	1/1/75	1/1/76

DESCRIPTION OF COVERAGE	LIMITS
Excess General Liability	Bodily Injury Liability $400,000 each person 700,000 each occurrence Excess of Comprehensive General Liability $100,000 each person 300,000 each occurrence Property Damage Liability $400,000 each occurrence Excess of 100,000 each occurrence
Patrick J. McLean, Trustee is included as an additional insured as respects 33 acres of vacant land at Leucadia, County of San Diego, California	

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ISSUED TO *10 days

ADDRESS Patrick J. McLean, Trustee
820 Palomar Road
San Marino, California 91108

THE HOME INSURANCE COMPANY

DATED: 1/5/75

BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0192

LS 002932

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED: Leadership Homes of Hawaii, Inc.

ADDRESS OF INSURED: [illegible]

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
[illegible]71371	14	FROM 1/1/75 TO 1/1/[illegible]

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury Liability & Property Damage Liability with respect to office space leased for Leadership Homes of Hawaii, Inc. at 4614 Kilauea Avenue, Honolulu, Hawaii 96816 Additional named insured with respect to above location: Honolulu Medical Group	$1,000,000 combined single limit excess bodily injury & property damage liability each occurrence and in the aggregate where applicable and $1,000,000 excess on employers liability excess of the following primary: Comprehensive General Liability B.I. 100,000 each person 300,000 each occurrence 300,000 aggregate P.D. 100,000 each accident 100,000 aggregate Employers Liability 100,000

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ISSUED TO: Honolulu Medical Group
c/o Leadership Homes of Hawaii, Inc.

ADDRESS: 4614 Kilauea Avenue
Honolulu, Hawaii 96816

THE HOME INSURANCE COMPANY

DATED: 1/3/75

BY: _____

EC 10 (HI 8/73)

MARGRP CDA dm - 0193

LS 002933

MEMORANDUM OF INSURANCE

RECEIVED
FEB 5 1975
INSURANCE DEPT.

The HOME Insurance Company
New York, N.Y.

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

Leadership Housing Systems, Inc.

ADDRESS

900 Park Avenue, New York, New York 10021

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
HEC 4973371	28	1/1/75	1/1/78

DESCRIPTION OF COVERAGE — LIMITS

Excess Liability

First Chicago Corp. and First Chicago Realty Service Corp. and Las Vegas Associates and/or their subsidiary corporations whether existing or hereinafter created or acquired are an additional insured under this policy with respect to the following location:

Loan No. 1180 Apartment Complex under construction at 3830 South Swenson Street, Las Vegas, Neveda

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional insured, nor does it modify in any manner the contracts of insurance between the Insured and the Company. Any amendment, change or extension of such contracts can only be effected by specific endorsement attached thereto.

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ISSUED TO

ADDRESS First Chicago Realty Services Corporation

Two First National Plaza, Suite 2200, Chicago, Illinois 60670

THE HOME INSURANCE COMPANY

DATED: _____ BY: _____

EC 10 (D) 3/67

MARGRP CDA dm - 0194

LS 002934

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

Ownership Housing Systems Inc.

ADDRESS OF INSURED

[illegible] Park Avenue, New York, New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
EEC 4973371	19	1/1/75	1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess Liability	$10,000,000.

First Chicago Corp. and First Chicago Realty Service Corp. and/or their subsidiary corporations whether existing or hereinafter created or acquired are an additional insured under this policy with respect to the following locations:

Irving III Apartment Complex in construction (July 1974) 316 Units in 27 Two Story Buildings 3101 Walnut Hill Lane, Irving, Texas Loan No. 1170

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ISSUED TO

#30 days

ADDRESS

First Chicago Realty Services Corporation
Two First National Plaza - Suite 2200
Chicago, Illinois 60670

THE HOME INSURANCE COMPANY

DATED: 1/5/75

BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0195

LS 002935

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

Cerro Corporation Etal.

ADDRESS OF INSURED

[illegible] Park Avenue, New York, New York

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
HEC 4973371	18	1/1/75	1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury and Property Damage Liability. (First Chicago Corporation and First Chicago Realty Services Corporation and/or their subsidiary companies, whether presently existing or hereinafter created or acquired) are an additional insured under this policy with respect to the following location. 8209 Meadow Road Dallas, Texas Apartment Construction 26 Two Story Buildings 298 Units Total Loan No. 1140	$3,000,000 combined single limit, excess bodily injury and property damage liability excess of the following primary: Comprehensive General including automobile liability (& deletion of exclusion relating to explosion, collapse & underground) B.I. $100,000 each person 300,000 each occurrence 300,000 aggregate P.D. 100,000 each accident 100,000 aggregate Employers Liability $100,000

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ISSUED TO

First Chicago Realty Services Corporation

ADDRESS

Two First National Plaza - Suite 2200
Chicago, Illinois 60670

THE HOME INSURANCE COMPANY

DATED: 1/1/75

BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0196

LS 002936

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

ADDRESS OF INSURED Corporation Leadership Housing Systems Inc.
[illegible] Park Avenue, [illegible] New York

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
HLC 4973571	17	1/1/75	1/1/76

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury Liability Property Damage Liability	$1,000,000 B.I. per person 3,000,000 B.I. per occurrence 1,000,000 P.D. liability
With respect to: single family dwellings in course of construction at Hawaii Loa Ridge, Hawaii	Comprehensive General Liability B.I. $100,000 each person 300,000 each occurrence P.D. 100,000 each accident 100,000 aggregate
Additional named insured with respect to above location: Hawaii Loa Ridge Inc., 700 Bishop Street, Suite 999, Honolulu, Hawaii	

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Should the above mentioned contracts of insurance be cancelled, assigned or changed during the above named policy period in such manner as to affect this document, we, the undersigned, will endeavor to give notice to the holder of this document, but failure to give such notice shall impose no obligation of any kind upon the undersigned or upon the Company.

ISSUED TO Hawaii Loa Ridge Inc. *30 days

ADDRESS 700 Bishop Street - Suite 999
Honolulu, Hawaii

THE HOME INSURANCE COMPANY

DATED: 1/5/75

BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0197

LS 002937

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED: Cerro Corporation and its Affiliates Leadership Housing Inc. and

ADDRESS OF INSURED: Leadership Housing Systems Inc.

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
300 Park Avenue, New York, NEC 4973371	15	1/1/75	1/1/76

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury Liability & Property Damage Liability	$1,000,000 B.I. per person $3,000,000 B.I. per occurrence 100,000 P.D. excess of the following primary
*with respect to vacant land 63.5 acres in the vicinity of Golden Lantern Streets & Selva Road, Dana Point, Orange Co., California	Comprehensive General Liability
Additional named insured with respect to above location:	B.I. $100,000 each person 300,000 each occurrence
Marine Midland Realty Credit Corp. 237 Main Street, Buffalo, N.Y.	P.D. 100,000 each accident 100,000 aggregate

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#30 days

ISSUED TO: Marine Midland Realty Corporation

ADDRESS: c/o ~~Richard Birmingham~~ Donald Grant
237 Main Street
Buffalo, N.Y.

(716) 8478400 x 8416

THE HOME INSURANCE COMPANY

DATED: 1/5/75

BY:

EC 10 (H) 8/73

MARGRP CDA dm - 0198

LS 002938

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

——Manchester, New Hampshire——

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

Chandler Corporation Leadership Housing Systems Inc.

ADDRESS OF INSURED 500 Park Avenue, New York, New York

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
HEC 4973371	5	1/1/75	1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury & Property Damage Liability #with respect to: 65 acres vacant land in Dana Point, California	$1,000,000 combined single limit Bodily Injury & Property Damage Liability each occurrence and in the aggregate where applicable excess of the following primary COMPREHENSIVE GENERAL LIABILITY B.I. $100,000 each person 300,000 each occurrence 300,000 aggregate P.D. 100,000 each accident 100,000 aggregate

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ISSUED TO

ADDRESS Chandler Sherman Corporation
c/o Barbara Edwards, Leadership Housing Inc.
P.O. Box 5010, Santa Ana, Cal. 92704

1/1/75

THE HOME INSURANCE COMPANY

DATED: _____ BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0199

LS 002939

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

Germo Corporation Leadership Housing Systems Inc.

ADDRESS OF INSURED

300 Park Avenue, New York, New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
HEC 4973371	4	1/1/75	1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess General Liability & Workmens Compensation	$500,000 Combined single limit excess of: Bodily Injury Liability $100,000 each person $300,000 each occurrence Property Damage including Automobile Coverage $500,000 combined single limit excess of $100,000 each occurrence

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ISSUED TO *10 days

ADDRESS The City of San Diego

City Operations Bldg., 1222 1st Avenue, San Diego, Cal.

THE HOME INSURANCE COMPANY

DATED: 1/1/75

BY:

EC 10 (H) 8/73

MARGRP CDA dm - 0200

LS 002940

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

—Manchester, New Hampshire—

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED: Cerro Corporation Leadership Housing Systems Inc.

ADDRESS OF INSURED: 300 Park Avenue, New York, New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
XEC 4373371	25	1/1/75	1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury Liability & Property Damage Liability	$1,000,000 combined single limit excess bodily injury and property damage liability each occurrence and in the aggregate where applicable excess of the following primary
*With respect to vacant land in Fremont, California Loan No. 1-00363-D	Comprehensive General Liability B.I. $100,000 each person 300,000 each occurrence P.D. 100,000 each accident P.D. 100,000 aggregate

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ISSUED TO: Continental Illinois Realty

ADDRESS: ~~Broadway Plaza Tower - Suite 1500~~ 700 S. Flower Street ~~Los Angeles, California 90017~~

THE HOME INSURANCE COMPANY

DATED: 1/5/75

BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0201

LS 002941

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

—Manchester, New Hampshire—

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

ADDRESS OF INSURED [illegible]

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
HEC 4973371	16	1/1/75	1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury Liability & Property Damage Liability With respect to: 27 buildings on NW 98th Avenue, Tamarac, Florida, Spyglass Condominiums Loan no. 5650	$1,000,000 combined single limit excess bodily injury and property damage liability each occurrence and in the aggregate where applicable excess of the following primary: Comprehensive General Liability B.I. $100,000 each person 300,000 each occurrence P.D. 100,000 each accident 100,000 aggregate

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ISSUED TO

ADDRESS Continental Illinois Realty
Broadway Plaza Tower
700 S. Flower Street
Los Angeles, California 90017

THE HOME INSURANCE COMPANY

DATED: 1/3/75

BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0202

LS 002942

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

——Manchester, New Hampshire——

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

ADDRESS OF INSURED Corporation Leadership Housing Systems, Inc.

[illegible] Avenue, [illegible] New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
HLC 4973571	23	1/1/75	1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury Liability & Property Damage Liability with respect to: Lime Bay Condominium Tamarac, Florida	$1,000,000 combined single limit excess bodily injury and property damage liability each occurrence and in the aggregate where applicable excess of the following primary:

Comprehensive General Liability

B.I. $100,000 each person
300,000 each occurrence
P.D. 100,000 each accident
100,000 aggregate

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ISSUED TO *30 days

ADDRESS Continental Illinois Realty
Broadway Plaza Tower - Suite 1500
700 S. Flower Street
Los Angles, California 90017

THE HOME INSURANCE COMPANY

DATED: 1/5/75

BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0203

LS 002943

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

——Manchester, New Hampshire——

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

Cerro Corporation Leadership Housing Systems Inc. and
ADDRESS OF INSURED Leadership Homes of Boca Raton, Inc.

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
300 Park Avenue, New York,		New York 10022	
HLC 4473371	22	1/1/75	1/1/75

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury Liability & Property Damage Liability	$1,000,000 combined single limit Excess Bodily Injury & Property Damage Liability each occurrence and in the aggregate where applicable excess of the following primary
With respect to 56 single family dwellings (known as Cameo Woods) Located adjacent to Camino Real and Daniel Drive, Palm Beach County, Florida Loan No. 991	Comprehensive General Liability B.I. $100,000 each person 300,000 each occurrence 300,000 aggregate P.D. 100,000 each accident 100,000 aggregate

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ISSUED TO *30 days

ADDRESS Continental Illinois Realty
Broadway Plaza Tower - Suite 1500
700 S. Flower Street
Los Angeles, California 90017

THE HOME INSURANCE COMPANY

DATED: 1/5/75

BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0204

LS 002944

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

Corpo Corporation Leadership Housing Systems Inc.

ADDRESS OF INSURED

300 Park Avenue, New York, New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
[illegible]73371	12	FROM 1/1/75 TO 1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury Liability & Property Damage Liability *with respect to: single family dwellings in course of construction at Hawaii Loa Ridge, Hawaii	$1,000,000 combined single limit excess bodily injury and property damage liability each occurrence and in the aggregate where applicable excess of the following primary: Comprehensive General Liability B.I. $100,000 each person 300,000 each occurrence P.D. 100,000 each accident 100,000 aggregate

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*30 days

ISSUED TO

Continental Illinois Realty

ADDRESS

Broadway Plaza Tower - Suite 1500
700 S. Flower Street
Los Angeles, California 90017

THE HOME INSURANCE COMPANY

DATED: 1/1/75

BY:

EC 10 (H) 8/73

MARGRP CDA dm - 0205

LS 002945

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

Terra Corporation Leadership Housing Systems Inc.

ADDRESS OF INSURED

[illegible] Park Avenue, New York, New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
[illegible] 73371	11	FROM 1/1/75 TO 1/1/73

DESCRIPTION OF COVERAGE

Excess Bodily Injury Liability & Property Damage Liability

*with respects to: Westwood Community #3, Lyonstract, Tamarac, Florida
314 Single Family Homes
Loan No. 001-00399-7R

LIMITS

$1,000,000 Combined single limit excess bodily injury & Property Damage Liability each occurrence and in the aggregate where applicable excess of the following primary

Comprehensive General Liability

B.I. $100,000 each person
300,000 each occurrence
300,000 aggregate
P.D. 100,000 each accident
100,000 aggregate

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*30 days

ISSUED TO

Continental Illinois Realty

ADDRESS

Broadway Plaza Tower - Suite 1500
700 S. Flower Street
Los Angeles, California 90017

THE HOME INSURANCE COMPANY

DATED: 1/1/75

BY:

EC 10 (H) 8/73

MARGRP CDA dm - 0206

LS 002946

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

ADDRESS OF INSURED Subsidiary Corporation, Leadership Housing Systems Inc.
300 Park Avenue, New York, New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
XRC 4073371	6	FROM 1/1/75 TO 1/1/73

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury Liability & Property Damage Liability	$1,000,000 Combined single limit excess Bodily Injury and Property Damage Liability each occurrence and in the aggregate where applicable excess of the following primary
	Comprehensive General Liability
*With respect to vacant land apartment site, Houston, Texas	B.I. $100,000 each person 300,000 each occurrence 300,000 aggregate P.D. 100,000 each accident 100,000 aggregate

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*30 days

ISSUED TO

Continental Illinois Realty

ADDRESS

Broadway Plaza Tower - Suite 1500
700 S. Flower Street
Los Angeles, California 90017

THE HOME INSURANCE COMPANY

DATED: 1/1/75

BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0207

LS 002947

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

Cerro Corporation, Leadership Housing Systems Inc.

ADDRESS OF INSURED

(c/) Park Avenue, New York, New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
CBC 1373371	7	FROM 1/1/75 TO 1/1/76

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury Liability & Property Damage Liability	$1,000,000 Combined Single Limit excess Bodily Injury & Property Damage Liability each occurrence and in the aggregate where applicable excess of the following primary
*with respects to vacant land (275 acres) being developed into golf course at Palm Beach County, Boca Raton, Fla. (loan No.001-00388d)	Comprehensive General Liability B.I. $100,000 each person 300,000 each occurrence 300,000 aggregate P.D. 100,000 each accident 100,000 aggregate

Boca Del Mar Inc. is included as additional insured with respect to location at Palm Beach Co., Boca Raton, Fla.

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ISSUED TO

*30 days

ADDRESS

Continental Illinois Realty
Broadway Plaza Tower - Suite 1500
700 S. Flower Street
Los Angeles, California 90017

THE HOME INSURANCE COMPANY

DATED: 1/1/75

BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0208

LS 002948

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

Cerro Corporation Leadership Housing Systems Inc.

ADDRESS OF INSURED

300 Park Avenue, New York, New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
XSC 407331	3	FROM 1/1/75 TO 1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury Liability & Property Damage Liability	*1,000,000 Combined Single Limit Excess Bodily Injury & Property Damage Liability each occurrence and in the aggregate where applicable excess of the following primary
*With respects to vacant land at Boca Raton, Florida under loan No. 001 004080 in name of Boca Del Mar Associates.	Comprehensive General Liability B.I. $100,000 each person 300,000 each occurrence 300,000 aggregate P.D. 100,000 each accident 100,000 aggregate

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*30 days

ISSUED TO

Continental Illinois Realty

ADDRESS Broadway Plaza Tower - Suite 1500
~~700 S. Flower Street~~
Los Angeles, California 90017

THE HOME INSURANCE COMPANY

DATED: 1/1/75

BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0209

LS 002949

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

Cerro Corporation Leadership Housing Systems Inc.

ADDRESS OF INSURED

300 Park Avenue, New York, New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
nEC 5973371	9	FROM 1/1/75 TO 1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury Liability & Property Damage Liability	$1,000,000 Combined Single limit excess Bodily Injury & Property Damage Liability each occurrence and in the aggregate where applicable excess of the following primary.
*with respects to condominiums under construction at 144th & Dixie Highway, Miami, Florida (Loan No. 050-00230)	Comprehensive General Liability B.I. $100,000 each person 300,000 each occurrence 300,000 aggregate P.D. 100,000 each accident 100,000 aggregate

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*30 days

ISSUED TO

Continental Illinois Realty

ADDRESS Broadway Plaza Tower - Suite 1500
700 S. Flower Street
Los Angles, California 90017

THE HOME INSURANCE COMPANY

DATED: 1/1/75

BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0210

LS 002950

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

Lenro Corporation Leadership Housing Systems Inc.

ADDRESS OF INSURED

360 Park Avenue, New York, New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
HE 4,73371	10	2/1/75	1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury Liability & Property Damage Liability *With respects to 201 lots in Tamarac, Florida	$1,000,000 Combined Single Limit Excess Bodily Injury & Property Damage liability each occurrence and in the aggregate where applicable excess of the following primary Comprehensive General Liability B.I. $100,000 each person 300,000 each occurrence 300,000 aggregate P.D. 100,000 each accident 100,000 aggregate

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30 days

ISSUED TO

Continental Illinois Realty

ADDRESS

Broadway Plaza Tower - Suite 1500
700 S. Flower Street
Los Angeles, California 90017

THE HOME INSURANCE COMPANY

DATED: 1/1/75

BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0211

LS 002951

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

——Manchester, New Hampshire——

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED
Cerro Corporation

ADDRESS OF INSURED
300 Park Avenue, New York, New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
HEC 4073371	24	FROM 1/1/75 TO 1/1/76

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury and Property Damage Liability	$1,000,000 combined single limit, excess Bodily Injury & Property Damage including Automobile, Excess of the following Primary B.I. $100,000 - each person 300,000 - each occurrence 300,000 - aggregate P.D. $100,000 - each accident 100,000 - aggregate

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ISSUED TO East Bay Municipal Utility District
P.O. Box 24055

ADDRESS Oakland, California 94623
Att: Manager, New Business Office

THE HOME INSURANCE COMPANY

DATED: 1/5/75

BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0212

LS 002952

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

——Manchester, New Hampshire

RECEIVED
JAN 17 1975
INSURANCE DEPT.

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

ADDRESS OF INSURED Cerro Corporation, Leadership Housing Systems, Inc.

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
HEC 4973371	1	1/1/73	1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess General Liability	each party injured $100,000 each accident $300,000 Property Damage including automobile coverage $500,000

This insurance covers paragraph 8 of the Agreement (Estimate No. 72-004 dated 2/18/72 between the above insured and the East Bay Municipal Utility District.

Ten days written notice will be given to the East Bay Municipal Utility District before cancellation or reduction of this insurance policy.

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional insured, nor does it modify in any manner the contracts of insurance between the Insured and the Company. Any amendment, change or extension of such contracts can only be effected by specific endorsement attached thereto.

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ISSUED TO

East Bay Municipal Utility District

ADDRESS

2130 Adeline Street, Oakland, Cal 94623

THE HOME INSURANCE COMPANY

DATED: _____ BY: _____

EC 10 (H) 8/73

MARGRP CDA dm - 0213

LS 002953

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED

ADDRESS OF INSURED Corporation Leadership Housing Systems Inc.

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD FROM	TO
300 Park Avenue, New York 10022			
HEC 4973371	3	1/1/75	1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury Liability & Property Damage Liability	each party injured $100,000 each accident $300,000 Property Damage including automobile cover & $500,000

This insurance covers paragraph 8 of the Agreement (Estimate No. 72071 dated 6/1/72) between the above insured and the East Bay Municipal Utility District.

Ten days written notice will be given to the East Bay Municipal Utility District before cancellation or reduction of this insurance policy.

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional insured, nor does it modify in any manner the contracts of insurance between the Insured and the Company. Any amendment, change or extension of such contracts can only be effected by specific endorsement attached thereto.

Should the above mentioned contracts of insurance be cancelled, assigned or changed during the above named policy period in such manner as to affect this document, we, the undersigned, will endeavor to give notice to the holder of this document, but failure to give such notice shall impose no obligation of any kind upon the undersigned or upon the Company.

ISSUED TO

ADDRESS East Bay Municipal Utility District

2130 Adeline Street, Oakland, Cal. 94623

THE HOME INSURANCE COMPANY

DATED: 1/1/75

BY:

EC 10 (H) 8/73

MARGRP CDA dm - 0214

LS 002954

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

—Manchester, New Hampshire—

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED
Cerro Corporation, Leadership Housing Systems Inc.

ADDRESS OF INSURED
300 Park Avenue, New York, New York

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
HEC 4973371	13	FROM 1/1/75 TO 1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury Liability & Property Damage Liability *with respect to: Westwood Community No. 4 Tamarac, Florida	$1,000,000. combined single limit excess bodily injury and Property Damage liability each occurrence and in the aggregate where applicable excess of the following primary Comprehensive General Liability B.I. $100,000. each person 300,000. each occurrence P.D. 100,000. each accident 100,000. aggregate

not necessary per eip

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional insured, nor does it modify in any manner the contracts of insurance between the Insured and the Company. Any amendment, change or extension of such contracts can only be effected by specific endorsement attached thereto.

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*30 days

ISSUED TO
Continental Illinois Realty

ADDRESS
Broadway Plaza Tower - Suite 1500
700 S. Flower Street
Los Angeles, California 90017

THE HOME INSURANCE COMPANY

DATED: 1/5/75

BY: [signature]

EC 10 (H) 8/73

MARGRP CDA dm - 0215

LS 002955

MEMORANDUM OF INSURANCE

RECEIVED

JAN 16 1975

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED
Cerro Corporation, Leadership Housing Systems Inc.

ADDRESS OF INSURED
300 Park Avenue, New York, New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
HEC 4973371	2	FROM 1/1/75 TO 1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess Liability Insurance with respect to: Vacant land at Scripps Ranch, San Diego, California	$1,000,000 Combined Single limit excess of: Bodily Injury Liability $100,000 each person $300,000 each occurrence Property Damage Liability

Continental Illinois Realty is included as an $100,000 each occurrence additional insured with respect to vacant land at Scripps Ranch, San Diego, Cal.

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional insured, nor does it modify in any manner the contracts of insurance between the Insured and the Company. Any amendment, change or extension of such contracts can only be effected by specific endorsement attached thereto.

Should the above mentioned contracts of insurance be cancelled, assigned or changed during the above named policy period in such manner as to affect this document, we, the undersigned, will endeavor to give notice to the holder of this document, but failure to give such notice shall impose no obligation of any kind upon the undersigned or upon the Company.

ISSUED TO
Continental Illinois Realty

ADDRESS
Broadway Plaza Tower - Suite 1500
700 S. Flower Street
Los Angles, California 90017

THE HOME INSURANCE COMPANY

DATED: 1/1/75

BY:

EC 10 (H) 8/73

MARGRP CDA dm - 0216

LS 002956

MEMORANDUM OF INSURANCE

THE HOME INSURANCE COMPANY

Manchester, New Hampshire

This is to certify that the following described insurance is in force at this date.

NAME OF INSURED
Cerro Corporation Leadership Housing Systems Inc.

ADDRESS OF INSURED
300 Park Avenue, New York, New York 10022

POLICY NUMBER	CERTIFICATE NO.	POLICY PERIOD
HEC 4973371	11	FROM 1/1/75 TO 1/1/78

DESCRIPTION OF COVERAGE	LIMITS
Excess Bodily Injury Liability & Property Damage Liability *with respects to: Westwood Community #3, Lyonstract, Tamarac, Florida 314 Single Family Homes Loan No. 001-00399-7R	$1,000,000 Combined single limit excess bodily injury & Property Damage Liability each occurrence and in the aggregate where applicable excess of the following primary Comprehensive General Liability B.I. $100,000 each person 300,000 each occurrence 300,000 aggregate P.D. 100,000 each accident 100,000 aggregate

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional insured, nor does it modify in any manner the contracts of insurance between the Insured and the Company. Any amendment, change or extension of such contracts can only be effected by specific endorsement attached thereto.

Should the above mentioned contracts of insurance be cancelled, assigned or changed during the above named policy period in such manner as to affect this document, we, the undersigned, will endeavor to give notice to the holder of this document, but failure to give such notice shall impose no obligation of any kind upon the undersigned or upon the Company.

*30 days

ISSUED TO
Continental Illinois Realty

ADDRESS
Broadway Plaza Tower - Suite 1500
700 S. Flower Street
Los Angles, California 90017

THE HOME INSURANCE COMPANY

DATED: 1/1/75

BY:

EC 10 (H) 8/73

MARGRP CDA dm - 0217

LS 002957

DECLARATIONS

LIBERTY MUTUAL
LIBERTY MUTUAL INSURANCE COMPANY • BOSTON

COMPREHENSIVE GENERAL LIABILITY POLICY

Chicago Unit Hanley

POLICY NO	TO CODE	SALES OFFICE	CODE	SALES REPRESENTATIVE	CODE	R/R	1ST YEAR
LGI- 621-004211-205	94/4	NY	202	Rawcliffe	6425	2	59

Item 1. Named Insured Cerro Corporation and as per Endorsement No. 1

Address 300 Park Ave., New York, NY 10022 Attention: Mr. William I. Buppert, Insura Dept.

The named insured is: Individual ☐, Partnership ☐, Corporation ☒, Other ☐ _____

Business of named insured is: Producer of Non-ferrous metals and metal products

Item 2. Policy Period: From Mo. 1 Day 1 Year 75 to Mo. 1 Day 1 Year 76
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	$ 500,000 each occurrence $ 500,000 aggregate	$ 50,493.
B — PROPERTY DAMAGE LIABILITY	$ 100,000 each occurrence $ 100,000 aggregate	$ 29,671.
MINIMUM PREMIUMS: Bodily Injury Liability $ Property Damage Liability $	Discounted TOTAL ADVANCE PREMIUM	$ 80,164.

CANCELLED

Item 4. Computation of Premiums

Classification and Locations	Code No.	Premium Base	Rates: Bodily Injury Liability	Rates: Property Damage Liability	Advance Premiums: Bodily Injury Liability (Code 326 ☐ 327 ☐ 328 ☒)	Advance Premiums: Property Damage Liability
All operation of the named insured All States See Extension Schedules						

The policy, including all endorsements issued therewith, is hereby countersigned by

Authorized Representative

Work Units	Typed	Periodic Payment	Rating Basis	Audit Basis	Home State	Pat. H.C.	Renewal of	Accounting Entry
1-50 pt	4-15-73		R ☐ NR ☒	1	NY	S- ☐	LGI-204	$ Dividend for Exp. Period

GPO 2846 R1 (1/1/74) Printed in U.S.A.

MARGRP CDA dm - 0218

LS 002958

Premium Discount Summary

		Total Annual Premium	Total Premium Discount	Total Discounted Premium
Cerro Copper Products Division (St. Louis Works)	1.1	18,762.	4,388.	14,374.
Cerro Copper Products Division (Cleveland)	1.2	-	-	-
Cerro Copper Products Division (Erin Works Div.)	1.3	144.	34.	110.
Cerro Metal Products (Bellefonte Works)	2.1	29,637.	6,932.	22,705.
Cerro Metal Products (California Works)	2.2	1,773.	414.	1,359.
Cerrowire (Hicksville)	3.1	3,443.	733.	2,710.
Cerrowire (Maspeth)	3.2	15,647.	3,333.	12,314.
Cerrowire (Frechold)	3.3	2,447.	572.	1,875.
Cerro Wire & Cable Company (New Haven Works)	3.4	8,416.	1,967.	6,449.
Cerro Wire & Cable Company (Mystic)	3.5	981.	229.	752.
Leadership Housing, Inc.	4.1	5,788.	1,354.	4,434.
Leadership Housing Systems, Inc.	4.2	8,586.	1,981.	6.605.
Richman Development Corporation	5.0	143.	33.	110.
Cerro Corporation	7.1	5,191.	1,010.	4,181.
Cerro Sales	7.2	1,557.	332.	1,225.
Cerro Spar Corporation	7.3	932.	218.	714.
Cerro C.A.T.V. Devices, Inc.		322.	75.	247.
Totals		103,769.	23,605.	80,164.

Policy No: LG1-621-004211-205

LS 002959

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations		Premium Base	Rates		Advance Premiums	
		Payroll	Per $100 Payroll		Bodily Injury Liability	Property Damage Liability
			Bodily Injury Liability	Property Damage Liability	328	348
Cerro Copper Products Division (St. Louis Works Div.) 1.1						
TX	20050	43,300	.118	.070	51	30
	(A)	Premium Discount (.204)			10	6
		Discounted Premium			41	24
A/O	20050	9,936,800	.118	.070	11,725	6,956
	(B)	Premium Discount (.234)			2,744	1,628
		Discounted Premium			8,981	5,328

(A) - Discount Factor Subject to Adjustment on audit
(B) - Frozen Discount Factor

M = Minimum Premium

MARGRP CDA dm - 0220

LS 002960

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations		Premium Base	Rates		Advance Premiums	
		Payroll	Per $100 Payroll		Bodily Injury Liability	Property Damage Liability
			Bodily Injury Liability	Property Damage Liability	328	348
Cerro Copper Products Division (Clevland) 1.2						
A/O	20050	If Any	.118	.070	-	-

M = Minimum Premium

MARGRP CDA dm - 0221

LS 002961

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations		Premium Base	Rates		Advance Premiums	
		Payroll	Per $100 Payroll		Bodily Injury Liability	Property Damage Liability
			Bodily Injury Liability	Property Damage Liability	328	348
Cerro Copper Products Division (Erin Works Div.) 1.3						
A/O	20050	76,600	.118	.070	90	54
	(B)	Premium Discount (.234)			21	13
		Discounted Premium			69	41

(B) Frozen Discount Factor

M = Minimum Premium

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations			Premium Base	Rates Per $100 Payroll		Advance Premiums	
			Payroll	Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Dam Liability
						328	348
Cerro Metal Products (Bellefonte Works)	2.1						
NY		20050	23,900	.118	.070	28	17
		(B)	Premium Discount (.213)			6	4
			Discounted Premium			22	13
TX		20050	17,500	.118	.070	21	12
		(A)	Premium Discount (.204)			4	2
			Discounted Premium			17	10
A/O		20050	15,722,800	.118	.070	18,553	11,006
		(B)	Premium Discount (.234)			4,341	2,575
			Discounted Premium			14,212	8,431

(A) Discount Factor Subject to Adjustment on audit

(B) Frozen Discount Factor

M = Minimum Premium

MARGRP CDA dm - 0223

LS 002963

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations		Premium Base	Rates		Advance Premiums	
		Payroll	Per $100 Payroll		Bodily Injury Liability	Property Damage Liability
			Bodily Injury Liability	Property Damage Liability	328	348
Cerro Metal Products (California Works) 2.2						
A/O	20050	943,100	.118	.070	1,113	660
	(B)	Premium Discount (.234)			260	154
		Discounted Premium			853	506

(B) Frozen Discount Factor

M = Minimum Premium

MARGRP CDA dm - 0224

LS 002964

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations			Premium Base	Rates		Advance Premiums	
			Payroll	Per $100 Payroll		Bodily Injury Liability	Property Damage Liability
				Bodily Injury Liability	Property Damage Liability	328	348
Cerrowire (Hicksville)	3.1						
NY		20050	1,831,500	.118	.070	2,161	1,282
		(B)	Premium Discount (.213)			460	273
			Discounted Premium			1,701	1,009

(B) Frozen Discount Factor

M = Minimum Premium

GPO 3758 Printed in U.S.A.

MARGRP CDA dm - 0225

LS 002965

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations		Premium Base	Rates		Advance Premiums	
		Payroll	Per $100 Payroll		Bodily Injury Liability	Property Dam Liability
			Bodily Injury Liability	Property Damage Liability	328	348
Cerrowire (Maspeth) 3.2						
NY	20050	8,322,800	.118	.070	9,821	5,826
	(B)	Premium Discount (.213)			2,092	1,241
		Discounted Premium			7,729	4,585

(B) Frozen Discount Factor

M = Minimum Premium

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations			Premium Base	Rates Per $100 Payroll		Advance Premiums	
			Payroll	Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability 328	Property Damage Liability 348
Cerro-wire (Freehold)	3.3						
TX		20050	4,000	.118	.070	5	3
		(A)	Premium Discount (.204)			1	1
			Discounted Premium			4	2
A/O		20050	1,297,400	.118	.070	1,531	908
		(B)	Premium Discount (.234)			358	212
			Discounted Premium			1,173	696

(A) Discount Factor subject to adjustment on audit
(B) Frozen Discount Factor

M = Minimum Premium

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations		Premium Base	Rates		Advance Premiums	
			Per $100 Payroll		Bodily Injury Liability	Property Damage Liability
		Payroll	Bodily Injury Liability	Property Damage Liability	328	348
Cerro Wire & Cable Company (New Haven Works) 3.4						
NY	20050	6,400	.118	.070	8	4
	(B)	Premium Discount (.213)			2	1
		Discounted Premium			6	3
TX	20050	30,400	.118	.070	36	21
	(A)	Premium Discount (.204)			7	4
		Discounted Premium			29	17
A/O	20050	4,439,700	.118	.070	5,239	3,108
	(B)	Premium Discount (.234)			1,226	727
		Discounted Premium			4,013	2,381

(A) Discount Factor subject to adjustment on audit
(B) Frozen Discount Factor

1 = Minimum Premium

GPO 2758 Printed in U.S.A.

LS 002968

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations		Premium Base	Rates		Advance Premiums	
		Payroll	Per $100 Payroll			
			Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Dam Liability
					328	348
Cerro Wire & Cable Company (Mystic) 3.5						
A/O	20050	522,000	.118	.070	616	365
	(B)	Premium Discount (.234)			144	85
		Discounted Premium			472	280

(B) Frozen Discount Factor

M = Minimum Premium

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations		Premium Base	Rates		Advance Premiums	
			Per $100 Payroll		Bodily Injury Liability	Property Dam Liability
		Payroll	Bodily Injury Liability	Property Damage Liability	328	348
Leadership Housing, Inc. 4.1						
A/O	20050	3,079,000	.118	.070	3,633	2,155
	(B)	Premium Discount (.234)			850	504
		Discounted Premium			2,783	1,651

(B) Frozen Discount Factor

M = Minimum Premium

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations		Premium Base	Rates		Advance Premiums	
		Payroll	Per $100 Payroll		Bodily Injury Liability	Property Damage Liability
			Bodily Injury Liability	Property Damage Liability	328	348
Leadership Housing Systems, Inc.	4.2					
TX	20050	510,300	.118	.070	602	357
	(A)	Premium Discount (.204)			123	73
		Discounted Premium			479	284
A/O	20050	4,057,200	.118	.070	4,787	2,840
	(B)	Premium Discount (.234)			1,120	665
		Discounted Premium			3,667	2,175

(A) Discount Factor subject to adjustment on audit

(B) Frozen Discount Factor

M = Minimum Premium

MARGRP CDA dm - 0231

LS 002971

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations		Premium Base	Rates		Advance Premiums	
		Payroll	Per $100 Payroll		Bodily Injury Liability	Property Damage Liability
			Bodily Injury Liability	Property Damage Liability	328	348
Richmar Development Corporation 5.0						
A/O	20050	76,000	.118	.070	90	53
	(B)	Premium Discount (.234)			21	12
		Discounted Premium			69	41

(B) Frozen Discount Factor

M = Minimum Premium

MARGRP CDA dm - 0232

LS 002972

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations		Premium Base	Rates		Advance Premiums	
		Payroll	Per $100 Payroll		Bodily Injury Liability	Property Damage Liability
			Bodily Injury Liability	Property Damage Liability	328	342
Cerro Corporation 7.1						
NY	20050	2,382,900	.118	.070	2,812	1,668
	(B)	Premium Discount (.213)			599	355
		Discounted Premium			2,213	1,313
A/O	20050	125,000	.118	.070	148	88
	(B)	Premium Discount (.234)			35	21
		Discounted Premium			113	67
Employees Benefits End. No. 30					475	

(B) Frozen Discount Factor

M = Minimum Premium

MARGRP CDA dm - 0233

LS 002973

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations			Premium Base	Rates Per $100 Payroll		Advance Premiums	
			Payroll	Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability
						328	348
Cerro Sales	7.2						
NY		20050	828,200	.118	.070	977	580
		(B)	Premium Discount (.213)			208	124
			Discounted Premium			769	456

(B) Frozen Discount Factor

M = Minimum Premium

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations		Premium Base	Rates Per $100 Payroll		Advance Premiums	
		Payroll	Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Dam. Liability
					328	348
Cerrospar Corporation	7.3					
A/O	20050	495,700	.118	.070	585	347
	(B)	Premium Discount (.234)			137	81
		Discounted Premium			448	266

(B) Frozen Discount Factor

M = Minimum Premium

MARGRP CDA dm - 0235

LS 002975

Item 4. *Declarations — Schedule — General Liability Hazards*

Classification and Locations		Premium Base	Rates		Advance Premiums	
		Payroll	Per $100 Payroll		Bodily Injury Liability	Property Damage Liability
			Bodily Injury Liability	Property Damage Liability	328	349
Cerro C.A.T.V. Devices, Inc.						
A/O	20050	171,600	.118	.070	202	120
	(B)	Premium Discount		(.234)	47	28
		Discounted Premium			155	92

(B) Frozen Discount Factor

M = Minimum Premium

MARGRP CDA dm - 0236

LS 002976

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

ADDITIONAL INSURED
(Vendors — Broad Form)

It is agreed that the "Persons Insured" provision is amended to include any person or organization (herein referred to as "vendor"), as an **insured**, but only with respect to the distribution or sale in the regular course of the vendor's business of the **named insured's products** subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
   (a) any express warranty unauthorized by the **named insured;**
   (b) **bodily injury** or **property damage** arising out of
      (i) any physical or chemical change in the form of the product made intentionally by the vendor,
      (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
      (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
      (iv) products which after distribution or sale by the **named insured** have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. The insurance does not apply to any person or organization, as **insured,** from whom the **named insured** has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

Premium $ Included in Composite Rate
Effective Date Expiration Date
For attachment to Policy or Bond No. LG1-621-004211-205
Audit Basis
Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Boorman, Secretary — Frank L. Farwell, President

Work Units I —

Countersigned by .....
Authorized Representative

Issued Sales Office and No. End. Serial No. 3

G113 (10/1/66)
LC LG LB
PRINTED IN U.S.A.

MARGRP CDA dm - 0237

LS 002977

√= also on #204

GENERAL AMENDATORY ENDORSEMENT

It is agreed that:

1. Named Insured The term "named insured" includes in addition to the person or organization named in Item 1 of the declarations:

√Cerro de Pasco Petroleum Corporation
√Cerro Sales Corporation
√Cerro Wire & Cable Co., Division of Cerro Corporation
√Cerro Wire & Cable Co., (New Haven Works), Division of Cerro Corporation
√Cerro Metal Products (Bellefonte Works), Division of Cerro Corporation
√Cerro Metal Products (California Works), Division of Cerro Corporation
√Cerro Copper Products (Cleveland Works), Division of Cerro Corporation
√Cerro Copper Products (St. Louis Works), Division of Cerro Corporation
√Cerrospar Corporation
√Leadership Homes of Boca Raton Inc.
√Boca Del Mar Associates (a Partnership)
√Texaco Boca Del Mar, Inc. and Texaco, Inc., but only with respect to real estate development activities in Palm Beach county, Florida, and their ownership interest in Boca Del Mar Associates (a Partnership).
√Cerro C.A.T.V. Devices. Inc.
√Misawa - Leadership Homes of America, Inc.
√Cerro Mineral Exploration Company, Inc.

General Amendatory Endorsement (Cont'd)

Richmar Development Corporation
Leadership Housing, Inc.
Colony West Country Club, Inc.
First Behring Corporation
July Investment Corporation
Leadership Homes of Palm Beach County, Inc.
Leadership Homes of West Florida, Inc.
Mainlands Management, Inc.
LHI Management Company
LHI Recreation Company
Leadership Housing Systems, Inc.
Leadership Construction Company, Inc.
Leadership Housing Systems of Florida, Inc.
Woodland Construction Corp.
Leadership Partners, Inc.
LHS Financial Corporation
LHS Management Corporation
Westcliff Escrow Company
Mortgage Resources, Inc.
Leadership Title Agency
Subdivision Sales, Incorporated
Tamarac Development Company
Tamarac Publishing Company
Tamarac Underwriters, Inc.
Tamarac Utilities, Inc.
Tarpon Lake Corp.
Woodland Country Club, Inc.
Leadership Cable Systems, Inc.
Leadership Communities, Inc.
Leadership of Hawaii, Inc.
Leadership Realty & Management, Inc.
Leadership Cable Systems of Delray Beach, Inc.
South Canal Utilities, Inc.
Leadership Cable Systems of Gulfstream, Inc.
Leadership Cable Systems of Highland Beach, Inc.
Mainlands Realty, Inc.
RDC, Inc.
Corporate Jet International Inc.
Behring Maintenance, Inc.
Leadership Cable Systems of Palm Beach, Inc.
Leadership Homes of Hawaii, Inc.
Maui Land Investors, Inc.

Same as previous policy (2041) except Leadership Maintenance, Inc. + Camino CATV, Inc.

and any business entity incorporated or organized under the laws of the United States of America (including any State thereof) its territories or possessions or Canada (including any Province thereof) while the person or organization named in Item 1 of the declarations or the aforenamed owns, during the policy period, an interest in such entity of more than fifty per cent (50%).

The person or organization named in Item 1 of the declarations by acceptance of this policy is authorized to act and agrees to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance afforded by the policy, including the giving and receiving of notice of cancellation, the payment of premiums and the receiving of return premiums, if any, and of such dividends as may be declared by the company.

2. Personal Injury Coverage The term "personal injury" is substituted for the term "bodily injury" throughout the policy except in exclusion (j) and in the definitions of "bodily injury", "personal injury" and "occurrence".

3. Foreign Coverage

(a) Policy Territory

The term "policy territory" is amended by adding the following subdivision (4):

(4) anywhere in the world, except with respect to loss arising out of foreign based operations of the named insured. As used herein "foreign based operations" means (1) construction, fabrication, erection or installation operations outside the United States of America, its territories or possessions or Canada or (2) manufacturing, selling or distributing goods or products at or from locations outside the United States of America, its territories or possessions or Canada, but "foreign based operations" do not include the distribution or sale of goods or products manufactured in the United States of America, its territories or possessions or Canada.

LS 002980

(b) Investigation, Defense, Settlement - Foreign Claims or Suits

The company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the insured outside the United States of America, its territories or possessions, or Canada. If the company elects not to investigate, settle or defend any such claim or suit, the insured under the supervision of the company shall arrange for such investigation and defense as are reasonably necessary, and subject to prior authorization of the company, shall effect such settlement thereof as the company and the insured deem expedient. The company shall reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of the company's liability, for the amount of any settlement so authorized.

4. Limits of Liability, Non-Cumulation of Liability - Same Occurrence

The last paragraph of Section IV, "Limits of Liability" is replaced by the following:

"Coverage A and B - For the purpose of determining the limit of the company's liability (1) all "personal injury" and "property damage" arising out of continuous or repeated exposure to substantially the same general conditions and (2) all "personal injury" arising out of a series of publications or utterances of the same or similar defamatory material shall be considered as arising out of one occurrence."

The following paragraph is added to Section IV:

"If the same "occurrence" gives rise to "personal injury" or "property damage" which occurs partly before and partly within the policy period, the each occurrence limit and the applicable aggregate limit or limits of

this policy shall be reduced by the amount of each payment made by the company with respect to such "occurrence" under a previous policy or policies of which this policy is a replacement."

5. Mobile Equipment Exclusion (c) is deleted.

6. Liquor Law Liability Exclusion (h) is deleted.

7. Automobiles and Aircraft Exclusion Exclusion (b) is amended to read as follows:

"(b) to "personal injury" or "property damage" arising out of the ownership, maintenance, operations, 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 liability assumed under an "incidental contract".

8. Watercraft Exclusion Exclusion (e) is amended to read as follows:

(e) to "personal injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft owned or operated by or rented or loaned to any "insured"; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to, or controlled by the "named insured" or to liability assumed by the "insured" under an "incidental contract."

9. Additional and Amended Definitions "Personal injury" means (1) bodily injury, (2) any injury to the feelings or reputation of a natural person and (3) any injury to intangible property sustained by any organization as the result of false eviction, malicious prosecution, libel, slander or defamation any of which occur during the policy period; but the term personal injury does not include under subdivisions

(2) and (3) any injury arising out of (a) discrimination which is unlawful under State or Federal law or which is committed by or at the direction of the insured or (b) advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured.

"Occurrence" is amended to read as follows: "occurrence" means (a) 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 (b) with respect to injury as defined in subdivisions (2) and (3) of the definition of "personal injury" any act which results in "personal injury" during the policy period other than an act committed by or at the direction of the insured for the purpose of causing injury.

10. Other Insurance With respect to losses to which this policy applies by reason of the coverage afforded by this endorsement, this policy does not apply to that portion of the loss for which the "insured" has other valid and collectible insurance, whether on a primary, excess or contingent basis unless such insurance was specifically purchased by the "named insured" to apply in excess hereof.

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 Expiration Date
Audit Basis
Premium $
For attachment to Policy or Bond No. LG1-621-004211-205
Issued to

MARGRP CDA dm - 0243

Endorsement Serial No. 1
(Page 6 of 6)

Work Units 1 — Issued Sales Office & No.

LS 002983

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

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

Location No.	Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Premiums	
			Coverage A Bodily Injury Liability	Coverage B Property Damage Liability
	Lessors of all locations and premises leased to the named insured or its subsidiaries as required by contract or agreement for the lease of such location or premises, but not for more or broader insurance than such agreement requires.			

Premium $

Effective Date

Expiration Date

For attachment to Policy or Bond No. LG1-621-004211-205

Audit Basis

Issued to

LIBERTY MUTUAL INSURANCE COMPANY

Secretary President

Work Units I –

Countersigned by .....
Authorized Representative

G109 (10/1/66) Issued

LC LG LM LO

Sales Office and No.

End. Serial No 10

Printed in USA

MARGRP CDA dm - 0244

LS 002984

ADDITIONAL INSURED

It is agreed that the Persons Insured provision is amended to include as an insured any person, organization, trustee or estate with whom the named insured has agreed by contract or agreement to provide public liability insurance but only with respect to acts or omissions of the named insured in connection with the named insured's operations.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

☒ LIBERTY MUTUAL INSURANCE COMPANY

Brua E. Boorman, Secretary Frank L. Farwell, President

Countersigned by _____
Authorized Representative

☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Brua E. Boorman, Secretary Frank L. Farwell, President

Countersigned by _____
Authorized Representative

Effective Date Expiration Date
Audit Basis
Premium $
For attachment to Policy or Bond No. LG1-621-004211-205
Issued to

Endorsement Serial No. 11

Work Units 1 - Issued Sales Office & No. MARGRP CDA dm - 0245

LS 002985

ADDITIONAL NAMED INSURED

It is agreed that the policy also includes as a named insured any business entity, including any partnership or joint venture, in which Leadership Housing, Inc. or Leadership Housing Systems, Inc. has a 50% or greater ownership or control.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

☒ LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Borman Secretary Frank L. Farwell President

Countersigned by _____
Authorized Representative

☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Borman Secretary Frank L. Farwell President

Countersigned by _____
Authorized Representative

Effective Date Expiration Date
Audit Basis
Premium $
For attachment to Policy or Bond No. LG1-621-004211-205
Issued to

Endorsement Serial No. 12

Work Units 1 – Issued Sales Office & No. MARGRP CDA dm - 0246

LS 002986

Amendatory Endorsement

Excess Limits of Liability

It is agreed that the Limits of Liability as stated in the policy shall apply as excess limits, with respect to the following operations.

> When the named insured is engaged as a non-operating entity in any co-venture, co-ownership, joint venture or joint ownership in any geophysical exploratory activities, mining operations or oil or gas lease venture.

Condition 7 of the policy is amended accordingly.

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

Countersigned by_____
Authorized Representative

Countersigned by_____
Authorized Representative

Effective Date Expiration Date
Audit Basis
Premium $
For attachment to Policy or Bond No. LG1-621-004211- 205
Issued to

Endorsement Serial No. 13

Work Units 1 – Issued Sales Office & No. MARGRP CDA dm - 0247

LS 002987

Amendatory Endorsement

It is understood and agreed Item 1 of Declaration is amended to exclude the following:

Attention: Mr. William I. Buppert, Insurance Dept.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium $

Effective Date 4-23-75 Expiration Date 1-1-76

For attachment to Policy or Bond No LG1-621-004211-205 TD 94/4

Audit Basis 1

Issued to Cerro Corporation

☒ LIBERTY MUTUAL INSURANCE COMPANY

☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman — Secretary

Melvin B. Bradshaw — President

Work Units 1 -

Countersigned by .....

Authorized Representative

Issued 1c 5-23-75 Sales Office and No. 202 End. Serial No. 32

Form 102

MARGRP CDA dm - 0248

LS 002988

AMENDATORY ENDORSEMENT

It is agreed that Endorsement 1 is amended as follows:

Delete: Colony West Country Club, Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium $

Effective Date 1/1/75 Expiration Date 1/1/76

For attachment to Policy or Bond No LG1-621-004211-205

Audit Basis 1

Issued to Cerro Corporation, Etal

☒ LIBERTY MUTUAL INSURANCE COMPANY

☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Boorman Melvin B. Bradshaw

Work Units

Countersigned by .....

Authorized Representative

102 Issued sr 7/16 Sales Office and No Chicago-404 End Serial No 34

MARGRP CDA dm - 0249

Form 102

LS 002989

AMENDATORY ENDORSEMENT

It is agreed that endorsement 1 is amended as follows:

Delete: Woodland Country Club, Inc.

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium $

Effective Date 1-1-75 Expiration Date 1-1-76

For attachment to Policy or Bond No. LG1-621-004211-205

Audit Basis 1

Issued to Cerro Corporation, Etal

☒ LIBERTY MUTUAL INSURANCE COMPANY

☐ LIBERTY MUTUAL FIRE INSURANCE COMPANY

Bruce E. Bowman Melvin B Beddow

Work Units

Countersigned by .....

Authorized Representative

Issued dwc 8-26 Sales Office and No Chicago-404 End Serial No 36

MARGRP CDA dm - 0250

Form 102

LS 002990

REED SHAW STENHOUSE INC.

OF ILLINOIS

INTERNATIONAL INSURANCE BROKERS

230 WEST MONROE STREET CHICAGO, ILLINOIS 60606 312-782-0880

LOST POLICY RELEASE

December 8, 19 76

Named Insured Cerro-Marmon Corporation Policy No. GA 996264

Policy Period: From January 1, 1976 to January 1, 1977

This is to Certify that the policy the number of which appears above, written and issued by

Home Insurance Company

has been lost, destroyed or mislaid and is hereby canceled, fully satisfied and rendered null and void.

In Presence of

FJM signed

(Signature of Named Insured)

Date of Cancellation September 1, 1976 Method: Flat P/R X S/R Return Premium $

Reason for Cancellation Coverage Replaced and Self-Insured

Producer Reed Shaw Stenhouse, Inc.

MARGRP CDA dm - 0251

R02037

LS 002991

GENERAL-AUTOMOBILE LIABILITY POLICY

STOCK COMPANY

THE HOME INDEMNITY COMPANY

Manchester, New Hampshire

GA— 99 62 64

DECLARATIONS

PRODUCER

Item 1. Named Insured and Address

Cerro Corporation, etal
(As per endt. #1)
29 S. LaSalle Street
Chicago, Illinois 60603

Reed Shaw Stenhouse, Inc.
of Illinois
230 W. Monroe Street
Chicago, Illinois 60606

Item 2. Policy Period:
From 1-1-76 to 1-1-77
12:01 A.M., standard time at the address of the named insured as stated herein.

37977 Producer No.

055 OPC

The named insured is: ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other

cc 4-23-76

Audit Period: ☐ Monthly (A) ☐ Quarterly (B) ☐ Semi-Annual (C) ☒ Annual (D) ☐ 3 yrs. (H) ☐ None (N)

Business of named insured is

Item 3. The insurance afforded is only with respect to the Coverage Part(s) indicated below by specific premium charge(s) and attached to and forming a part of this policy.

Coverage Parts	Form Number	†Advance Premiums
Comprehensive General Liability Insurance	H 21013 F	$ 434,655. S 157,518. NS
Premises Medical Payments Insurance		$
Contractual Liability Insurance		$
Personal Injury Liability Insurance	H 21015 F	$ Included in Compsoite Rate
Comprehensive Automobile Liability Insurance	H 29966 F	$ S) 36,916.00 NS) 24,607.00
Automobile Medical Payments Insurance	H 21039 F	$ Included in Composite Rate
Garage Insurance		$
Uninsured Motorists Insurance	H 21038 F	$ Included in Composite Rate
Automobile Physical Damage Insurance		$
Other Stop Gap Endt. Employee Benefits Liability Endt. Host Liquor Liability	H 25585F H 22799 F H 28756 F	Included in Composite Rate Included in Composite Rate

*If, Policy Period is more than one year premium is payable	Effective Date††	1st Anniversary††	2nd Anniversary††	TOTAL ADVANCE PREMIUM	$ 653,696.00

The first and second anniversary premiums do not include the premiums for automobile coverages if applicable.

R02038

Endorsements attached to policy

Countersigned by Edw. W. Redino Jr. Hc
Authorized Representative

*Not applicable in Texas

If the Policy Period is more than one year; †The premiums shown for Fixed Exposure Hazards are the full three year premiums. Any premiums shown for Subject-To-Audit hazards are the annual deposit premiums; ††Any annual deposit premiums for Subject-To-Audit hazards are payable as of the effective date and each anniversary date, whether or not the remainder of premium is payable on installments.

H26218F ED.1-1-73

MARGRP CDA dm - 0252 LS 002992

THE HOME INDEMNITY COMPANY

Manchester, New Hampshire

(A stock insurance company, herein called the company)

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"policy territory" means:

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

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

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

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

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

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

SUPPLEMENTARY PAYMENTS

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

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

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

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

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

The Attaching Clause need be complet[redacted] when this endorsement is issued subsequent to preparation of the policy.

GU 7775
(Ed. 12-68)

RETROSPECTIVE PREMIUM ENDORSEMENT
(Short Form)

This endorsement, effective January 1, 1976 (12:01 A. M., standard time), forms a part of policy No. GA 996264

issued to Cerro Corporation

by The Home Indemnity Company

Edw W Redwine Jr. Mgr
Authorized Representative

It is agreed that the premium for the policy shall be computed in accordance with the provisions of the Retrospective Premium Endorsement forming a part of policy (WC 990461).

AUTHENTIC

INSURED HOME NEW YORK

COUNTERSIGNATURE ENDORSEMENT

Endorsement No.

Issued by –

☐ THE HOME INSURANCE COMPANY ☒ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
GA-99 62 64	Cerro Corp. etal
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1-1-76	
PRODUCER	PRODUCER NO. – OPC
Reed Shaw Stenhouse, Inc. of Ill.	37977-055

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

IT IS AGREED THAT THIS POLICY HAS BEEN COUNTERSIGNED FOR THE –

State of Michigan

Premium 169.00 S. 838.00
61.00 NS Gen'l. Liab. Auto. 148.00 NS

Term 1-1-76 to 1-1-77

Kathy Evans
SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 23378 F

[redacted]

R02040

MARGRP CDA dm - 0254

LS 002994

INSURED HOME NEW YORK

COUNTERSIGNATURE ENDORSEMENT

Endorsement No.

Issued by –

☐ THE HOME INSURANCE COMPANY ☒ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
GA-99 62 64	Cerro Corp. etal
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1-1-76	
PRODUCER	PRODUCER NO. – OPC
Reed Shaw Stenhouse, Inc. of Ill.	37977-055

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

IT IS AGREED THAT THIS POLICY HAS BEEN COUNTERSIGNED FOR THE –

State of Minnesota

Premium 123.00 S
44.00 NS Gen'l. Liab.

Term 1-1-76 to 1-1-77

Terry J Tauer
SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 23378 F Minnesota

(The Attaching Clause need be comp[illegible] only when this endorsement is issued subsequent to preparat[illegible] the policy.)

LIABILITY

Included in Composite Rate

L 9488
(Ed. 1-73)

Adv. 3007

INCIDENTAL MALPRACTICE COVERAGE

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

This endorsement, effective 1-1-76 (12:01 A. M., standard time), forms a part of policy No. GA-99 62 64

issued to

by

Edw. W. Radine Jr. #c
Authorized Representative

It is agreed that:

1. The definition of "bodily injury" is amended to include injury arising out of the rendering of or failure to render professional services by any physician, dentist or nurse while employed by the named insured to provide such services;
2. Exclusion (j) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

AUTHENTIC

R02041

(The Attaching Clause need be comp[redacted]only when this endorsement is issued subsequent to preparat[redacted]f the policy.)

LIABILITY

Included in Composite Rate

L 9106
(Ed. 10-66)

G 106

ADDITIONAL INSURED

(Employees)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

This endorsement, effective 1-1-76 (12:01 A. M., standard time), forms a part of policy No. GA-99 62 64

issued to

by

Edw w. Rachin Jr. u.e
Authorized Representative

It is agreed that the "Persons Insured" provision is amended to include 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** to (a) another employee of the **named insured** arising out of or in the course of his employment or (b) the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof;
2. to **property damage** to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the **named insured** or (b) the **named insured**, or, if the **named insured** is a partnership or joint venture, any partner or member thereof.

AUTHENTIC

R02042

Includ[illegible] in Composite Rate.
(The Attaching Clause need be com[illegible] only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

L 9114a
(Ed. 7-66)

G 113

ADDITIONAL INSURED

(Vendors—Broad Form)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

This endorsement, effective 1-1-76 (12:01 A. M., standard time), forms a part of policy No. GA-99 62 64

issued to

by

Edw. W. Radius Jr. H.C.
Authorized Representative

SCHEDULE

Name of Vendor(s)

It is agreed that the "Persons Insured" provision is amended to include any person or organization designated above (herein referred to as "vendor"), as an insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
   (a) any express warranty unauthorized by the named insured;
   (b) bodily injury or property damage arising out of
      (i) any physical or chemical change in the form of the product made intentionally by the vendor,
      (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
      (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
      (iv) products which after distribution or sale by the named insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. The insurance does not apply to any person or organization, as insured, from whom the named insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

AUTHENTIC

R02043

MARGRP CDA dm - 0257

LS 002997

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

Included in Composite Rate

LIABILITY

L 9486
(Ed. 1-73)

Adv. 3006

BROAD FORM PROPERTY DAMAGE ENDORSEMENT
(Including Completed Operations)

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

This endorsement, effective 1-1-76 (12:01 A. M., standard time), forms a part of policy No. GA-99 62 64

issued to

by

Edw. W. Radin Jr. Ha.
Authorized Representative

Classifications

It is agreed that the insurance for **property damage** liability applies, subject to the following additional provisions:

A. The exclusions relating to **property damage** to (1) property owned, occupied or used by or rented to the **insured** or in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control and (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, are replaced by the following exclusions (y) and (z):

(y) to **property damage**

(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** to

(a) 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) tools or equipment while being used by the **insured** in performing his operations,

(c) property in the custody of the **insured** which is to be installed, erected or used in construction by the **insured**,

(d) 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**;

(z) with respect to the **completed operations hazard** and with respect to any classification stated above as "including completed operations", to **property damage** to work performed by the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

B. The insurance afforded by this **endorsement** 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 and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

AUTHENTIC

R02044

MARGRP CDA dm - 0258

LS 002998

A409
(Ed. 1-74)

CP 09 21 (Ed. 1-74)

USE OF OTHER AUTOMOBILES—BROAD FORM GA-99 62 64

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE

SCHEDULE

The insurance afforded because of the naming in this endorsement of any individual or partnership is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges for such individual or partnership.

Premium			Name of Individual, or Partnership
Bodily Injury Liability	Property Damage Liability	Automobile Medical Payments	
$	$	$	Included in Composite Rate
$	Total Premium		

It is agreed that such insurance as is afforded by the policy, under the **bodily injury liability** and **property damage liability** coverages and division 1 of Automobile Medical Payments coverage with respect to any **owned automobile** covered under the policy also applies with respect to any other **automobile**, subject to the following additional provisions:

1. **Persons Insured**

   With respect to the **bodily injury liability** and **property damage liability** insurance afforded by this endorsement the "Persons Insured" provision is replaced by the following:

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

   (a) each individual named in the schedule of this endorsement and, while resident of the same household, the spouse of such individual, and

   (b) any other person or organization, not owning or hiring the **automobile**, but only with respect to his or its liability because of acts or omissions of an **insured** under (a) above.

2. The exclusion of the policy relating to public or livery conveyances does not apply to the **bodily injury liability** and **property damage** liability insurance afforded by this endorsement.

3. **Exclusions**

   This insurance does not apply:

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

   (b) to any **insured** while employed in or otherwise engaged in duties in connection with an **automobile business**;

   (c) if the individual named in the schedule of this endorsement is an employee, to the employer of such individual;

   (d) if the individual named in the schedule of this endorsement is a partner, to the partnership of which such individual is a member, unless such partnership is designated in the schedule of this endorsement;

   (e) to any **automobile** owned by such named individual, his spouse or any resident of the same household other than a private chauffeur or domestic servant of such named individual or spouse;

   (f) to any **automobile** while used in the business or occupation of the named individual or spouse except an **automobile** operated or occupied by such named individual or spouse or a private chauffeur or a domestic servant of such named individual or spouse;

   (g) under division 1 of Automobile Medical Payments Insurance to any **automobile** while used by the **insured** as a public or livery conveyance.

4. **Excess Insurance.** The insurance afforded by this endorsement for **bodily injury liability** and for **property damage liability** shall be excess over any other valid and collectible insurance, whether primary, excess or contingent, available to the **insured**.

   The insurance afforded by this endorsement for Automobile Medical Payments shall be excess over any other valid and collectible automobile medical payments or medical expense insurance whether primary, excess or contingent.

AUTHENTIC

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

A408
(Ed. 1-74)

R02045

MARGRP CDA dm - 0259

LS 002999

GENERAL PURPOSE ENDORSEMENT

Endorsement No. 1

ISSUED BY (Type full name of Insuring Company)

The Home Indemnity Company

Policy Number	Named Insured	
GA-99 62 64		
Policy Inception	**Policy Expiration**	**Effective Date and Time of Endorsement**
1-1-76		
Producer		**Producer No.—OPC**

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Item 1. Named Insured:

Cerro Corporation, including all owned, subsidiary and affiliated companies as now or hereafter constituted over which Cerro Corporation exercises financial control, but excluding the following;

1. The Marmon Group, Inc. (Michigan) and all subsidiaries and divisions.
2. Illinois - California Express, Inc.
3. Fetteroff Coal and Construction, Inc.
4. M.F. Fetteroff Coal. Co.
5. Rego-Golconda and Anderson Copper & Brass DBA Gol conda Corporation

R02046

Signature of Authorized Representative	Total Additional Premium	Total Return Premium
Edw W Radius Jr H.e		
Date Prepared	**Pro Rata of**	**Pro Rata or Short Rate of**

PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN INSTALLMENTS:

DATES DUE	PRESENT INSTALLMENT	INCREASE	DECREASE	REVISED INSTALLMENT
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$

GNL 6868 (F) 2/74

MARGRP CDA dm - 0260

LS 003000

INSURANCE HOME COMPANIES

GENERAL PURPOSE ENDORSEMENT

Endorsement No. 1-A

ISSUED BY *(Type full name of Insuring Company)*

The Home Indemnity Company

Policy Number	Named Insured	
GA 996264	Cerro Corporation et al	
Policy Inception	**Policy Expiration**	**Effective Date and Time of Endorsement**
2-24-76	8-10-76it	
Producer		**Producer No.—OPC**
Reed Shaw Stenhouse, Inc. of IL		37977-055

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Item 1. Named Insured amended to read as follows:

Cerro-Marmon Corporation, its parent and all entities including owned, subsidiary and affiliated companies as now or hereafter constituted over which Cerro-Marmon Corporation exercises control through financial and/or operative control except the following:

The Marmon Group, Inc. (Michigan) and all subsidiaries and divisions

Illinois-California Express, Inc.

Fetterolf Coal and Construction, Inc.

M.F. Fetterolf Coal Co.

Rego-Golconda
Anderson Copper & Brass] == Golconda Corporation

Cerro Mining Company of Canada, Ltd.
Primary Partners

REED SHAW STENHOUSE, INC.
OF ILLINOIS

R02047

By _____ expire 1-1-77

Signature of Authorized Representative	Total Additional Premium	Total Return Premium
Date Prepared	**Pro Rata of**	**Pro Rata or Short Rate of**

PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN INSTALLMENTS:

DATES DUE	PRESENT INSTALLMENT	INCREASE	DECREASE	REVISED INSTALLMENT
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$

GENERAL PURPOSE ENDORSEMENT — Endorsement No. 2

ISSUED BY (Type full name of Insuring Company)

The Home Indemnity Company

Policy Number	Named Insured	
GA-99 62 64		
Policy Inception	**Policy Expiration**	**Effective Date and Time of Endorsement**
1-1-76		
Producer		**Producer No.—OPC**

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Premium Computation Endorsement-General Liability

It is agreed that Condition #1 of the policy is eliminated and the following is substituted thereof:

The Earned Premium for the General Lia bility Coverage provided by this policy shall be computed at the following rates per $100.00 of Workman's Compensation payroll:

Coverage	Rates	Estimated Annual Premium
Bodily Injury Liability	(s) $0.5071	$260,790.00
	(NS) 0.1838	94,510.00
Property Damage Liability	(S) 0.3381	$173,865.00
	(NS) 0.1225	63,008.00

Estimated Payroll $51,426,200.00

It is agreed that the rates and premium designated (s) are subject to retrospective rating, and the rates and premium designated (NS) are not subject to retrospective rating.

For the purposes of final audited premium Workman's Compensation Payroll shall be determined in accordance with the rules pertaining sto Workman's Compensation Insurance in the states involved, except that in states where Monopolistic funds exist, renumeration shall be determined in accordance with the provisions of the liability manual in use by the company.

R02048

Signature of Authorized Representative	Total Additional Premium	Total Return Premium
Edw W Robins Jr. VP		
Date Prepared	**Pro Rata of**	**Pro Rata or Short Rate of**

PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN INSTALLMENTS:

DATES DUE	PRESENT INSTALLMENT	INCREASE	DECREASE	REVISED INSTALLMENT
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$

GNL 6868 (F) 2/74

INSURANCE HOME COMPANIES

GENERAL PURPOSE ENDORSEMENT

Endorsement No. 4

ISSUED BY *(Type full name of Insuring Company)*

The Home Indemnity Company

Policy Number	Named Insured	
GA-99 62 64		
Policy Inception	**Policy Expiration**	**Effective Date and Time of Endorsement**
1-1-76		
Producer		**Producer No.—OPC**

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is agreed that with respect to the Products Coverage provided by this policy, the definition of territory is amended to read "Worldwide", but only if suit for any claim is brought within the United States of America, its territories or possessions.

It is also agreed that the coverage provided by this Policy shall not include aircraft products, advertising, publishers, and broadcasters, Liability, or Real Estate Agents Professional Liability.

It is also agreed that the coverage provided by this policy shall include the hazards of explosion, collapse and underground property damage.

R02049

Signature of Authorized Representative	Total Additional Premium	Total Return Premium
Edw W Robins Jr H.O		
Date Prepared	**Pro Rata of**	**Pro Rata or Short Rate of**

PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN INSTALLMENTS:

DATES DUE	PRESENT INSTALLMENT	INCREASE	DECREASE	REVISED INSTALLMENT
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$

GNL 6868 (F) 2/74

INSURANCE HOME COMPANIES

NON-PREMIUM ENDORSEMENT Endorsement No. 5

Issued by –

Type in Full Name of Insuring Company The Home Indemnity Company

POLICY NUMBER	NAMED INSURED
GA-99 62 64	
EFFECTIVE DATE	DATE PREPARED
1-1-76	
PRODUCER	PRODUCER NO. – OPC

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Cancellation

It is agreed this policy will not be cancelled or Non-Renewed without first giving sixty (60) day notice to the insured, except for non-payment of premium, at the Mailing address shown on the policy.

Edw w Perkins Jr. V.C

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 22301 (F) 11/73

INSURANCE HOME COMPANIES

NON-PREMIUM ENDORSEMENT Endorsement No. 6

Issued by –

Type in Full Name of Insuring Company The Home Indemnity Company

POLICY NUMBER	NAMED INSURED
GA-99 62 64	
EFFECTIVE DATE	DATE PREPARED
1-1-76	
PRODUCER	PRODUCER NO. – OPC

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is agreed the The Definition of Persons Insured (General Liability Coverage Part H21013F) is amended to included coverage for bodily injury to a fellow employee.

Edw w Perkins Jr. V.P

SIGNATURE OF AUTHORIZED REPRESENTATIVE

R02050

GENERAL PURPOSE ENDORSEMENT

Endorsement No. 7 (Revised)

ISSUED BY *(Type full name of Insuring Company)*

The Home Indemnity Company

Policy Number	Named Insured	
GA 996264	Cerro Corporation etal	
Policy Inception	**Policy Expiration**	**Effective Date and Time of Endorsement**
1-1-76	1-1-77	8-1-76
Producer		**Producer No.—OPC**
Reed Shaw Stenhouse, Inc. of Illinois		37977-055

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Cerrospar is deledted from coverage.

REED SHAW STE[illegible]

R02051

Signature of Authorized Representative	Total Additional Premium	Total Return Premium
Date Prepared 12-2-76	Pro Rata of	Pro Rata or Short Rate of

PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN INSTALLMENTS:

DATES DUE	PRESENT INSTALLMENT	INCREASE	DECREASE	REVISED INSTALLMENT
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$

MARGRP CDA dm - 0265

LS 003005

THE HOME INSURANCE COMPANIES

OFFICE MEMORANDUM

REVISED

Date 8-5-76

To Central Processing Department — From Jim Seymour

Home Office (Field Office or Home Office Department) — At Chicago, Illinois (Field Office or Home Office Department)

RE: Policy Number: GA 996264
Insured: Cerro Corporation et al
Producer: Reed Shaw Stenhouse, Inc. of Illinois
Producer No. & OPC: 37977-055

The above account has been placed on Cycle Billing as follows:

Date	Premium
1-1-76	$163,439.00
2-1-76	54,473.00
3-1-76	54,473.00
4-1-76	54,473.00
5-1-76	54,473.00
6-1-76	54,473.00
7-1-76	54,473.00
8-1-76	54,473.00
9-1-76	54,473.00
10-1-76	54,473.00

GNL. 6612 (FH) 3/72

expire 1-1-77

R02052

MARGRP CDA dm - 0266

LS 003006

NON-PREMIUM ENDORSEMENT

Endorsement No. 9

Issued by – (Type in full name of Insuring Company)

The Home Indemnity Company

POLICY NUMBER	NAMED INSURED
GA 996264	Cerro Corporation, etal
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1-1-76	11-29-76ea
PRODUCER	PRODUCER NO –OPC
Reed Shaw Stenhouse, Inc. of Illinois	37977-055

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Item 3 of Declaration page amended:

Coverage Part	Form #	Advance Premium
Comprehensive Automobile	H29966F	S) 52,295.00
Liability Insurance		NS) 9,228.00

No change in total premium.

R02053

Edw W. Reeder Jr for

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Exp. 1-1-77

NON-PREMIUM ENDORSEMENT

Endorsement No. 10

Issued by – (Type in full name of Insuring Company)

The Home Indemnity Company

POLICY NUMBER	NAMED INSURED
GA 996264	Cerro Corporation, etal
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
1-1-76	11-29-76ea
PRODUCER	PRODUCER NO -OPC
Reed Shaw Stenhouse, Inc. of Illinois	37977-055

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Additional Declarations -

Employee Benefits Liability Endorsement form H22799 amended:

Limits of Liability

$500,000 each claim $1,500,000 aggregate

No change in premium.

R02054

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Exp. 1-1-77

H 22300 (EM: 7-73)

MARGRP CDA dm - 0268

LS 003008

NON-PREMIUM ENDORSEMENT Endorsement No. 11

Issued by – The Home Indemnity Company

Type in Full Name of Insuring Company

POLICY NUMBER	NAMED INSURED
GA 996264	Cerro Corporation, etal

EFFECTIVE DATE	DATE PREPARED
1-1-76	11-29-76ea

PRODUCER	PRODUCER NO. – OPC
Reed Shaw Stenhouse, Inc. of Illinois	37977-055

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is understood and agreed that the Insured's insurance manager must have received notice of any occurrence involving possible claim under this policy before the Insured shall be deemed to have had knowledge of the occurrence.

Edw. W. Radius Jr

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Exp. 1-1-77

H 22301 (F) 11/73

NON-PREMIUM ENDORSEMENT Endorsement No. 12

Issued by – The Home Indemnity Company

Type in Full Name of Insuring Company

POLICY NUMBER	NAMED INSURED
GA 996264	Cerro Corporation, etal

EFFECTIVE DATE	DATE PREPARED
1-1-76	11-29-76ea

PRODUCER	PRODUCER NO. – OPC
Reed Shaw Stenhouse, Inc. of Illinois	37977-055

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Use of other automobiles coverage provided by this policy includes relatives who are members of the household.

R02055

Edw. W. Radius Jr

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Exp. 1-1-77

H 22301 (F) 11/73

MARGRP CDA dm - 0269

LS 003009

INSURANCE HOME COMPANIES

NON-PREMIUM ENDORSEMENT Endorsement No. 13

Issued by – The Home Indemnity Company

Type in Full Name of Insuring Company

POLICY NUMBER	NAMED INSURED
GA 996264	Cerro Corporation, etal
EFFECTIVE DATE	**DATE PREPARED**
1-1-76	11-29-76ea
PRODUCER	**PRODUCER NO. – OPC**
Reed Shaw Stenhouse, Inc. of Illinois	37977-055

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Watercraft exclusion is deleted.

Edw. W. Reeder, Jr.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Exp. 1-1-77

H 22301 (F) 11/73

R02056

MARGRP CDA dm - 0270

LS 003010

COVERAGE PART

COMPANY

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. GA-99 62 64, to complete said policy.

ADDITIONAL DECLARATIONS

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

Interest of named insured in such premises (CHECK BELOW)

☐ Owner ☐ General Lessee ☐ Tenant ☐ Other _____

Part occupied by named insured (ENTER BELOW)

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

SCHEDULE

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

Coverages	Limits of Liability	
	Each occurrence	Aggregate
A—Bodily Injury Liability	$ 500 .000	$ 500 .000
B—Property Damage Liability	$ 500 .000	$ 500 .000

Description of Hazards	Code No.	Premium Bases	Rates B.I.	Rates P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations						
Per Premium Computation Endt. #2				S	260,790.	173,865.
				NS	94,510.	63,008.
Excess Limits Surchargw					Included	
		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units (f) Admissions	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit (f) Per 100 Admissions			
Escalators (Number at Premises)		Number Insured	Per Landing			
Independent Contractors		Cost	Per $100 of Cost			
Included in Composite Rate						
Completed Operations—Products						
Included in Composite						
		(a) Receipts (b) Sales	(a) Per $1000 of Receipts (b) Per $1000 of Sales			
Form numbers of endorsements at issue			TOTALS	S	$260,790	$ 173,865
L9486, L9488, L9106, L9114a				E	94,510.	$ 63,008
				Total Advance Premium		$592,173.

When used as a premium basis:

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

R02057

MARGRP CDA dm - 0271

LS 003011

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

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

A. **bodily injury** or

B. **property damage**

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

Exclusions

This insurance does not apply:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. **PERSONS INSURED**

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

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

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

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

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

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

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

III. **LIMITS OF LIABILITY**

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

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

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

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

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

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

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

IV. **POLICY TERRITORY**

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

4

COVERAGE PART

PERSONAL INJURY LIABILITY INSURANCE

HOME INSURANCE COMPANY

For attachment to Policy No. GA-99 62 64, to complete said policy.

SCHEDULE

Coverage	Limits of Liability	
P—Personal Injury Liability	$ 500 ,000 aggregate	% Insured's Participation

In consideration of the premium charged it is agreed exclusion "C" is hereby eliminated.

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

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

I. COVERAGE P—PERSONAL INJURY LIABILITY

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

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

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

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

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

Exclusions

This insurance does not apply:

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

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

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

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

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

II. PERSONS INSURED

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

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

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

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

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

III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

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

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

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

HOME

For attachment to Policy No. GA-99 62 64 to complete said policy. Inception date of Policy 1-1-76

SCHEDULE

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

Coverages	Limits of Liability
C—Bodily Injury Liability	$ 500 .000 each person $ 500 .000 each occurrence
D—Property Damage Liability	500,000 dollars each occurrence

Description of Hazards						Advance Premiums	
1. Owned Automobiles — Premium Basis — Per Automobile						Bodily Injury	Property Damage
Town or City and State in Which the Automobile Will Be Principally Garaged	Year of Model	Trade Name	Body Type and Model; Truck Size; or Bus Seating Capacity	Identification Number Serial Number Motor Number	Purposes of Use		
Premium Computation End't. 3					S	$1,379.00	$ 20,916.00
					NS	5537.00	NS 3,691.00

2. Hired Automobiles — Premium Basis — Cost of Hire

Estimated Cost of Hire for Each State Where Named Insured Is Located

State	Estimated Total Cost of Hire	Rates per $100 Total Cost of Hire	
		BI	PD

3. Non-Owned Automobiles — Premium Basis — Total Number of Employees at all Locations

Total Number of Employees at all locations

Form numbers of endorsements attached at issue

Total Advance B.I. and P.D. Premiums $31,379. $ 20,916.

NS $ 5,537. NS $ 3,691.

Total Advance Premium $ 61,523.00 Incl.

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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 schedule 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 schedule 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 schedule 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.

COVERAGE PART

AUTOMOBILE MEDICAL PAYMENTS INSURANCE

For attachment to Policy No. GA-99 62 64 to complete said policy.

SCHEDULE

The insurance afforded is only with respect to the following Coverage as indicated by specific premium charge. The limit of the company's liability against such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto

Coverage	Limit of Liability	Advance Premium
F—Automobile Medical Payments	5,000. dollars each person	$Included
Form numbers of endorsements attached at issue		$In
	Total Advance Premium	$Composite
Designated Person Insured		Rate.

Designation of Automobiles—Division 1

(1) ☒ Any **owned automobile**
(2) ☐ Any **hired automobile**
(3) ☐ Any licensed **owned private passenger automobile**
(4) ☐ Any **automobile** described in the schedule and designated "M.P."
(5) ☐ Any **non-owned automobile**
(6) ☐

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 schedule 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

UNINSURED MOTORISTS INSURANCE

For attachment to Policy No. GA-99 62 64, to complete said policy.

SCHEDULE

The insurance afforded is only with respect to the following Coverage as indicated by specific premium charge. The limit of the company's liability against such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Limits of Liability		Advance Premium
U—Uninsured Motorists	thousand dollars each person	thousand dollars each accident	$ Included in Composite Rate
Form numbers of endorsements attached at issue		Total Advance Premium	$ Incl.
Designated Insured			

Description of Insured Highway Vehicles (Check appropriate box)

- [X] 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 in the declarations of the policy 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
- [ ] _____

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 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 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 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 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

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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.

STOP GAP ENDORSEMENT
(EMPLOYERS' LIABILITY COVERAGE)

COMPREHENSIVE GENERAL LIABILITY INSURANCE - MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE - OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE - MULTI-PERIL INSURANCE - FARM AND RANCH INSURANCE

ISSUED BY *TYPE IN FULL NAME OF INSURING COMPANY*: The Home Indemnity Company

POLICY NUMBER	NAMED INSURED
GA-99 62 64	
POLICY INCEPTION	**POLICY EXPIRATION**
1-1-76	
EFFECTIVE DATE AND TIME OF ENDORSEMENT 12:01 A.M., STANDARD TIME	**DATE PREPARED**
PRODUCER	**PRODUCER NO. - OPC**

SCHEDULE

Limits of Liability $ 500,000 Each Person $ 500,000 Each Occurence

CLASSIFICATION OF OPERATIONS (ON WHICH RATE IS BASED)	CODE #	ESTIMATED TOTAL ANNUAL REMUNERATION	RATE PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

MINIMUM PREMIUM	DEPOSIT PREMIUM	TOTAL ESTIMATED ANNUAL PREMIUM
$	$	$ Included in Composite Rate

1. **Declaration.** The named insured, if subject to the following acts, declares that he has complied with the provisions of all Workmen's Compensation or Industrial Insurance acts, laws, statutes or codes of the State of _____ with respect to all employees of the insured subject to the compulsory provisions and, if applicable, the elective adoption provisions of such acts, laws, statutes or codes, and
   (c) thereby has insured payment of all required Compensation and Medical benefits to any such employee injured in the course of his employment;
   (b) has obligated himself to report the number of "workmen hours" or other required basis of premium developed by all such employees, to the department, commission or board as prescribed by said acts, laws, statutes or codes.

2. **Insuring Agreement.** It is agreed that if any such employee sustains bodily injury in the course of or arising out of his employment, this endorsement shall cover the legal liability of the named insured for such bodily injury, including disease or death resulting therefrom and the company shall defend any suit alleging such bodily injury, disease or death and seeking damages which are payable under the terms of this insurance, even if any of the allegations of the suit are groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient.

(Continued on Reverse Side)

SIGNATURE OF AUTHORIZED REPRESENTATIVE	ADDITIONAL PREMIUM $	RETURN PREMIUM $
DATE SIGNED	PRO RATA OF $	PRO RATA OR SHORT RATE OF $

Complete only if Policy is written on installment plan:

DATES PREMIUM DUE	END. EFF. DATE Month Yr.	ANNIVERSARY DATE Month Yr.	ANNIVERSARY DATE Month Yr.	ANNIVERSARY DATE Month Yr.	*TOTAL
☐ ADD'L PREMIUM					
☐ RETURN PREMIUM					
REVISED INSTALLMENTS	X				

*AMOUNT SHOWN MUST BE SAME AS IN ADDITIONAL PREMIUM OR RETURN PREM. BLOCK.

3. Exclusions. This endorsement does not apply to:

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

(b) bodily injury, disease or death suffered by a master or member of a crew of any vessel or by any employee of the named insured in the course of employment subject to the United States Longshoremen's and Harbor Workers' Compensation Act or the Federal Employees Liability Act;

(c) bodily injury, disease or death suffered by any person (1) knowingly employed by the named insured in violation of any law as to age, or (2) under t age of 14 years regardless of any such laws except agricultural employees; subject to the acts designated in 1 above;

(d) bodily injury, disease or death suffered or caused by any employee whose remuneration has not been included in the total remuneration upon whi premium for this endorsement is based;

(e) aircraft operation or the performance of any duty in connection with aircraft while in flight;

(f) any premium, assessment, penalty, fine, benefits, or other obligation imposed by any workmen's compensation, umemployment compensation disability benefits law or under any similar law;

(g) any claim for bodily injury, disease or death with respect to which the named insured is deprived of any defense or defenses, or is otherwise subject penalty because of default in premium payment under or any other failure to comply with the provisions of any act, law, statute or code described in th declaration above.

(h) any injury sustained because of any act committed intentionally by or at the direction of the named insured and, if the named insured is a corporation partnership, by any executive officer, director, stockholder or partner thereof.

None of the exclusions of the policy to which this endorsement is attached apply to the insurance afforded by this endorsement except exclusions and definitions applicable to the hazards of nuclear energy and other hazards related thereto.

Exclusions (f) and (h) shall not exclude coverage for the legal liability of the named insured other than benefits or compensation provided for under any workmen compensation act, resulting from the deliberate intentional act of an employee or agent (other than an executive officer, director, stockholder or partner) t produce bodily injury or death to another named employee when such act is committed with the scope of employment.

4. Limits of Liability and Remuneration Basis. Regardless of the number of (1) insureds under this policy, (2) persons who sustain bodily injury, or (3) claim made or suits brought on account of bodily injury, the company's liability is limited as follows:

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 bodil 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 th 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 liabilit stated in the schedule as applicable to "each occurrence".

The premium for this endorsement shall be computed upon the remuneration earned by such employees as are reported under the case, laws, statutes or code above named.

5. Endorsement Period. This endorsement applies only to accidents or occurrences happening on and after the effective date hereof and during the policy period

6. Policy Provisions. None of the insuring agreements, conditions, provisions or other terms of the policy to which this endorsement is attached apply to thi insurance, except the following agreements, definitions, and conditions: "bodily injury," "damages," "occurrence," "Supplementary Payments," and thos conditions applying to Bodily Injury Liability, with the exception of "Financial Responsibility Laws."

Additional Condition

Severability of Interests. The insurance afforded by this endorsement applies separately to each named insured against whom claim is made or suit is brought excep with respect to the limits of the Company's liability.

ADDITIONAL DECLARATIONS
EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

INSURED Cerro Corp. etal POLICY NO GA-99 62 64

COVERAGE	LIMITS OF LIABILITY	DEDUCTIBLE
EMPLOYEE BENEFITS LIABILITY INSURANCE	$ 500 Each Claim $ 1500 Aggregate	$ 1,000 Each Claim

PREMIUM COMPUTATION

ESTIMATED NUMBER OF EMPLOYEES	RATE PER EMPLOYEE	ADVANCE PREMIUM
	First $5,000	$
	Next 5,000	$
	Over 10,000	$
	TOTAL ADVANCE PREMIUM*	$ Included in Composite rate

*If coverage is provided subsequent to policy inception, attach to a change endorsement.

In consideration of the payment of the premium, this Company agrees with the Insured named in the Declarations to afford the coverage set forth herein and on pages 2 and 3. The other terms, conditions and limits of liability in other sections of the policy to which this endorsement is attached shall not apply to insurance afforded hereunder.

INSURING AGREEMENTS

1. **Employee Benefits Liability:**
   This Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of any claim made against the Insured due to any 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 Benefits Programs, as defined herein, and this Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such negligent act, error or omission, 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 this Company shall not be obligated to defend any suit after the applicable limit of this Company's liability has been exhausted by payment of judgments or settlements.
2. **Supplementary Payments:** This Company will pay, in addition to the applicable limits of liability:
   (a) all expenses incurred by this Company, all costs taxed against the Insured in any suit defended by this Company and all interest on the entire amount of any judgment therein which accrues after the entry of judgment and before this Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of this Company's liability thereon;
   (b) premiums on appeal bonds required in any such suit and premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without any obligation to apply or furnish any such bonds;
   (c) reasonable expenses incurred by the Insured at this 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.

DEFINITIONS

1. **Definition of "Insured":** With respect to the insurance afforded by this endorsement the unqualified word "Insured" includes the Named Insured; provided that (a) if the Named Insured is designated as an individual, the insurance applies only to the conduct of a business of which he is the sole proprietor and (b) the unqualified word "Insured" also includes the following:
   (i) if the Named Insured is or includes a partnership or joint venture, any partner or member thereof but only with respect to his liability as such;
   (ii) any executive officer, director or stockholder of the Named Insured while acting within the scope of his duties as such;
   (iii) any full-time, salaried employee, provided such employee is authorized to act in the administration of the Named Insured Employee Benefits Programs.

2. **"Employee Benefits Programs"**: The term "Employee Benefits Programs" means (a) group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workmen's compensation, unemployment insurance, social security benefits, disability benefits, and (b) any other similar employee benefits instituted after the effective date of this endorsement, provided this Company is notified within thirty days after the institution of such benefits.

3. **"Administration"**: The unqualified word "administration" wherever used shall mean:
   (a) Interpreting the Employee Benefits Programs;
   (b) Handling of records in connection with the Employee Benefits Programs;
   (c) Effective enrollment, termination or cancellation of employees under the Employee Benefits Programs; provided all such acts are authorized by the Named Insured.

EXCLUSIONS

1. This endorsement does not apply to:
   (a) any claim based upon or attributable to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination, or humiliation;
   (b) bodily injury to or sickness, disease or death, of any person, or to injury to any tangible property, including the loss of use thereof;
   (c) any claim for failure of performance of contract by an insurer;
   (d) any claim based upon the Insured's failure to comply with any law concerning workmen's compensation, unemployment insurance, social security or disability benefits;
   (e) any claim based upon:
      (i) advice given by an Insured to an employee to participate or not to participate in any Employee Benefit Plans;
      (ii) the appointment of, or the failure to appoint, any investment manager, administrator, trustee, actuary, advisor, counsel, accountant, custodian, or consultant;
      (iii) any investment activity, including but not limited to, the management, administration or disposition of assets of any Employee Benefit Program.
2. This endorsement does not provide coverage for any claim to the extent that recovery could not have been attained upon such claim in an action at law prior to the effective date of the Employee Retirement Income Security Act of 1974 (ERISA).

CONDITIONS

1. **Application of this Endorsement**: This endorsement applies to damages which occur within the United States of America, its territories or possessions or Canada provided claim or suit is brought against the Insured during the endorsement period, and the Insured at the effective date of this endorsement had no knowledge or could not have reasonably foreseen any circumstances which might result in a claim or suit.

2. **Limits of Liability**: Regardless of the number of (a) Insureds under this policy (b) persons who sustain damage, or (c) claims made or suits brought for such damage; the limit of liability stated in the Additional Declarations as applicable to "each claim" is the limit of this Company's liability for all damages incurred on account of any claim covered hereunder; the limit of liability stated in the Additional Declarations as "aggregate" is, subject to the above provision respecting each claim, the total limit of this Company's liability for all claims covered hereunder and occurring during each annual period this endorsement is in force.

3. **Premium**: The premium stated in the Additional Declarations is an estimated premium only. Upon termination of each annual period of this endorsement the Insured, on request, will furnish this Company a statement of the total number of employees at the end of the period and the earned premium shall be computed on the average of the number of employees at the beginning and the end of such period in accordance with the rates specified in the Additional Declarations. If the earned premium thus computed exceeds the estimated premium paid, the Insured shall pay the excess to this Company; if less, this Company shall return to the Insured the unearned portion paid by such Insured.

4. **Insured's Duties in the Event of Occurrence, Claim or Suit**:
   (a) In the event of an occurrence which may result in a claim, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, shall be given by or for the Insured to this 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 this Company every demand, notice, summons or other process received by him or his representative.
   (c) The Insured shall cooperate with this Company and, upon this Company's request, shall attend hearings and trials, assist in making settlements, in the conduct of suits, 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.

5. **Deductible**: The deductible amount indicated in the Additional Declarations shall be subtracted from the total amount of all sums which this Company is obligated to pay or incur on behalf of the Insured on account of each claim. This Company shall be liable only for the difference between such deductible amount and the limit of this Company's liability for each claim as stated in the Additional Declarations. The terms of this endorsement including those with respect to notice of claim or suit and this Company's right to investigate and negotiate any such claim or suit, apply irrespective of the application of the deductible amount.

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6. **Action Against Company:** No action shall lie against this Company, unless, as a condition precedent thereto, the Insured shall have fully complied with all of the terms of this endorsement, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

   Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this endorsement to the extent of the insurance afforded by this endorsement. No person or organization shall have any right under this endorsement to join this Company as a party to any action against the Insured to determine the Insured's liability, nor shall this 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 this Company of any of its obligations hereunder.

7. **Subrogation:** In the event of any payment under this endorsement, this 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 an agent or by another person shall not affect a waiver or a change in any part of this endorsement or estop this Company from asserting any right under the terms of this endorsement; nor shall the terms stated herein be waived or changed, except by endorsement issued to effect such change.

9. **Assignment:** Assignment of interest under this endorsement shall not bind this Company until its consent is endorsed hereon; if, however, the Named Insured shall die, this endorsement shall cover the Named Insured's legal representative as Named Insured; provided that notice of cancellation addressed to the Insured named in the Additional Declarations and mailed to the address shown in this endorsement shall be sufficient notice to effect cancellation of this endorsement.

10. **Other Insurance:** If the Insured has other insurance against a loss covered by this endorsement, this Company shall not be liable under this endorsement for a greater proportion of such loss than the limit of liability stated in the Additional Declarations bears to the total limit of liability of all valid and collectible insurance against such loss. However, with respect to negligent acts, errors or omissions which occur prior to the effective date of this endorsement, the insurance hereunder shall apply only as excess insurance over any other valid and collectible insurance and shall then apply only in the amount by which the applicable limit of liability of this endorsement exceeds the sum of the applicable limits of liability of all such other insurance.

11. **Additional Declarations:** By acceptance of this endorsement the Insured agrees that the statements in the Additional Declarations are his agreements and representations, that this endorsement is issued in reliance upon the truth of such representations and that this endorsement embodies all agreements existing between himself and this Company or any of its agents relating to this insurance.

12. **Conformity with Statute:** Terms of this endorsement which are in conflict with the statutes of the State wherein this endorsement is issued are hereby amended to conform to such statutes.

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

Attach Coverage Part(s) and Endorsement(s) (If Any) Here

CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the declarations page by a duly authorized representative of the company.

Joseph F Quinn
Secretary

John Cahill
President

R02070

MARGRP CDA dm - 0284

LS 003024

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

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

It is agreed that:

I. This policy does not apply:

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

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

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

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

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

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

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

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

II. As used in this endorsement:

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

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

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

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

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

"nuclear facility" means

(a) any **nuclear reactor**,

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

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

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

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

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

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

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

HOST LIQUOR LIABILITY INSURANCE ENDORSEMENT

ILLINOIS

Issued by — Please type full name of insuring company The Home Indemnity Company

POLICY NUMBER	NAMED INSURED
GA-99 62 64	
POLICY INCEPTION	POLICY EXPIRATION
1-1-76	
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
PRODUCER	PRODUCER NO. — OPC

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

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

SCHEDULE

LIMITS OF LIABILITY

$ 500 ,000 each common cause
$ 500 ,000 aggregate

Classification	Code No.	Premium
Host Liquor Liability	~~5[illegible]~~70414	$ Included in Composite Rate

It is agreed that such insurance as is afforded by the policy under Coverages A and B shall apply also to such bodily injury or property damage arising out of serving or giving of any alcoholic beverage.

ADDITIONAL EXCLUSIONS:

The insurance provided by the provisions of this endorsement does not apply:

(a) To liability resulting from the sale of alcoholic beverages by the insured.

(b) To liability of any person or organization engaged in the business of manufacturing, selling or distributing of alcoholic beverages or an owner or lessor of premises used for such purposes.

AMENDED DEFINITION:

The definition "bodily injury", as respects the insurance provided by this endorsement is amended to read:

"bodily injury" means bodily injury, sickness or disease or loss of support sustained by any person which occurs duirng the policy period including death at anytime resulting therefrom.

continued on reverse side

SIGNATURE OF AUTHORIZED REPRESENTATIVE	Due at Endorsement EFFECTIVE DATE	ADDITIONAL PREMIUM	RETURN PREMIUM
		$	$

PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN ANNUAL INSTALLMENT:

DATES DUE	PRESENT INSTALLMENT	INCREASE	DECREASE	REVISED INSTALLMENTS
		$	$	$
		$	$	$
TOTAL PREMIUM TO POLICY EXPIRATION		$	$	$

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ADDITIONAL DEFINITION:

When used in reference to this endorsement:

"damages" means all damages, including damages for death, care, loss of services, loss of support, or loss of use of property, which are payable because of injury to which insurance under this endorsement applies.

AMENDED PROVISION:

Provision III Limits of Liability are deleted as respects the insurance provided by this endorsement and the following is substituted therefor:

"Regardless of the number of insureds under this insurance, the company's liability is limited as follows:

The limit of liability stated in the schedule as applicable to "each common cause" is the total liability of the company for all damages sustained by one or more persons as the result of the serving or giving of any alcoholic beverage to any one person.

The limit of liability stated in the schedule as "aggregate" is, subject to the above provisions respecting "each common cause", the total limit of the company's liability hereunder for all damages.

ADDITIONAL CONDITION:

LIMITATION OF COVERAGE – OTHER LIABILITY INSURANCE

The insurance afforded by this endorsement does not apply to any injury with respect to which insurance is otherwise afforded by, or would be afforded but for the exhaustion of the limits of, the policy.

Northbrook Insurance Company
Northbrook, Illinois

Declarations – Umbrella Liability Policy

Item 1. Named Insured: The Marmon Group, etal. (See Endorsement #1)
Address: 39 South LaSalle Street, Chicago, Illinois

63 002 161
Policy Number

Re-issue

Item 2. Limits of Liability - as insuring agreement II:

(a) $ 25,000,000 each occurrence

(b) $ 25,000,000 in the aggregate for each annual period where applicable

(c) $ 100,000. retained limit each occurrence

Item 3. Policy Period: From: August 31, 1976 To: August 31, 1977
(Beginning and ending at 12:01 A.M. Standard Time at the address of the Named Insured as stated herein)

Item 4. Computation of Premium: Rate: Flat (See Endorsement #2)

Minimum Premium: $ 225,000. Deposit Premium: $ 225,000.

Item 5. Audit Reporting Period:
If the Policy Period is more than one year and the premium is to be paid in installments, Premium is payable on:

Not Applicable	Not Applicable	Not Applicable
Effective Date	1st Anniversary	2nd Anniversary

In the event of cancellation by the Named Insured, the Company shall receive and retain not less than as the policy minimum premium.

Item 6. Endorsements:
This Policy is subject to the following endorsements:

1. Special
2. Special
3. N/B 100
4. N/B 86
5. N/B 35
6. N/B 54
7. Special
8. N/B 48

Item 7. Schedule of Underlying Insurance: See attached schedule.

Countersignature Date November 24 19 76

Authorized Representative

MARGRP CDA dm - 0288

LS 003028

Northbrook
Insurance Company
Northbrook, Illinois

ISSUED TO FORM A PART OF POLICY NO. 63-002-161
(Page 1 of 2)

REVISED SCHEDULE OF UNDERLYING POLICIES Effective 8/1/77

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF POLICY	APPLICABLE LIMITS
(1) CNA 8/1/76 to 8/1/77 # TBA	Standard Workmen's Compensation & Employers' Liability	COVERAGE B-EMPLOYERS' LIABILITY $100,000 one accident
(2) Self-Insured with CNA providing Service Contract and policy wording 1/1/77 to 8/31/77	Comprehensive General Liability and Products, G.C. including: Broad Named Insured, Blkt. Contractual, Personal Injury, (incl. Assault & Battery) Host Liquor, Employees as add'l Insureds, Bd. Form Vendors, Bd. Form P.D., Incidental Malpractice Employee Benefit Liab., State Fund Stop Gap Liab., Non-owned Watercraft, and Products/Compl. Operations (worldwide), but excluding Products Liab. for Rego Div. of Golconda Corp.	COMBINED SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED $500,000 each occurrence $1,000,000 annual aggregate excess of $100,000 each occurrence Retention
(3) Self-Insured with CNA providing Service Contract and policy wording	Products-Completed Operations Liability for Rego Division of Golconda Corp. (a subsidiary of Carro-Marmon Corp.)	COMBINED SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED $400,000 each occurrence $900,000 annual aggregate excess of $200,000 each occurrence Retention
(4) CNA CCP 2428494 8/1/75 to 8/1/78	Comprehensive Automobile Liability	BODILY INJURY LIABILITY $500,000 each person $1,000,000 each accident/ occurrence PROPERTY DAMAGE LIABILITY $200,000 each occurrence/ accident
(5) Commonwealth Ins. Co. # and dates TBA	Comprehensive General Liability (covering Lawrence Investments Ltd.)	COMBINED SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED $500,000 each occurrence $500,000 aggregate
(6) Carrier # and dates TBA	Publishers Liability (covering McCall Publishing Co.)	$1,000,000 each occurrence

MARGRP CDA dm - 0289

LS 003029

Northbrook
Insurance Company
Northbrook, Illinois

ISSUED TO FORM A PART OF POLICY NO. 63-002-161
(Page 2 of 2)

REVISED SCHEDULE OF UNDERLYING POLICIES Effective 1/1/77

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF POLICY	APPLICABLE LIMITS
(7) CMA # AWG 044449 10/15/75 to 10/15/76	Non-Owned Aircraft Liability	BODILY INJURY LIABILITY INCLUDING PASSENGERS, PASSENGER BODILY INJURY LIABILITY & PROPERTY DAMAGE LIABILITY COMBINED $20,000,000 each occurrence
(8) Self Insurance with CMA providing service contract & policy wording 1/1/77 to 8/31/77	Canadian General Liability	COMBINED SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED $500,000 each occurrence $1,000,000 annual aggregate excess of $100,000 each occurrence, Retention
(9) CMA # A2482845 8/1/75 to 8/1/78	Canadian Automobile Liability	BODILY INJURY LIABILITY $500,000 each person $1,000,000 each accident/ occurrence PROPERTY DAMAGE LIABILITY $200,000 each accident/ occurrence
(10) Continental Ins. Co. # L3584415 9/1/76 to 9/1/77	Foreign General Liability	COMBINED SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE $500,000 each occurrence $500,000 aggregate, where applicable
(11) Continental Ins. Co. # L3584415 9/1/76 to 9/1/77	Foreign Automobile Liability	COMBINED SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE $500,000 each person $500,000 each occurrence

MARGRP CDA dm - 0290

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Northbrook
Insurance Company
Northbrook, Illinois

ISSUED TO FORM A PART OF POLICY NO. 63 002 161

SCHEDULE OF UNDERLYING POLICIES

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF POLICY	APPLICABLE LIMITS
(1) CNA 8/1/76 to 8/1/77 # TBA	Standard Workmen's Compensation & Employers' Liability	COVERAGE B-EMPLOYERS' LIABILITY $100,000 one accident
(2) Self-insured with CNA providing Service Contract & policy wording 8/31/76-77	Comprehensive General Liability and Products, S.C. including: Broad Named Insured, Elkt. Contractual, Personal Injury (incl. Assault & Battery), Host Liquor, Employees as add'l Insureds, Bl. Form Vendors, Bl. Form P.D., Incidental Malpractice, Employee Benefit Liab., State Fund Stop Gap Liab., Non-owned Watercraft, and Products/ Compl. Operations (worldwide).	COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED $[illegible]00,000 each occurrence $[illegible]00,000 annual aggregate excess of $100,000 each occurrence
(3) CNA CCP 2428494 8/1/75 to 8/1/78	Comprehensive Automobile Liability	BODILY INJURY LIABILITY $500,000 each person $1,000,000 each accident/occurrence PROPERTY DAMAGE LIABILITY $200,000 each occurrence/accident
(4) Commonwealth Ins. Co. # & dates TBA	Comprehensive General Liability (covering Lawrence Investments Ltd.)	COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED $500,000 each occurrence $500,000 aggregate
(5) Carrier # & dates TBA	Publishers Liability (covering McCall Publishing Co.)	$1,000,000 each occurrence
(6) TBA # AVG 044449 10/15/75 to 10/15/78	Non-owned Aircraft Liability	BODILY INJURY LIABILITY INCLUDING PASSENGERS, PASSENGER BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY COMBINED $20,000,000 each occurrence

MARGRP CDA dm - 0291

LS 003031

Northbrook
Insurance Company
Northbrook, Illinois

ISSUED TO FORM A PART OF POLICY NO. 63 00Z 161

SCHEDULE OF UNDERLYING POLICIES

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF POLICY	APPLICABLE LIMITS
7) Self insurance with CEA providing service contract & policy wording 8/31/76-77	Canadian General Liability	COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED $400,000 each occurrence $400,000 aggregate excess of $100,000 each occurrence
8) CEA # A 2482845 8/1/75 to 8/1/76	Canadian Automobile Liability	BODILY INJURY LIABILITY $500,000 each person $1,000,000 each accident/occurrence PROPERTY DAMAGE LIABILITY $200,000 each accident/occurrence
9) Continental Ins. Co. # TBA 9/1/76 to 9/1/77	Foreign General Liability	COMBINED SINGLE LIMIT FOR BODILY INJURY AND PD $500,000 each occurrence $500,000 aggregate products
10) Continental Ins. Co. # TBA 9/1/76 to 9/1/77	Foreign Automobile Liability	COMBINED SINGLE LIMIT FOR AND PROPERTY DAMAGE COMBINED $500,000 each person $500,000 each occurrence

Northbrook
Insurance Company
Northbrook, Illinois

ISSUED TO FORM A PART OF POLICY NO. 63-002-161
(Page 1 of 2)

REVISED **SCHEDULE OF UNDERLYING POLICIES** Effective 1/1/77

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF POLICY	APPLICABLE LIMITS
(1) CNA 8/1/76 to 8/1/77 # TBA	Standard Workmen's Compensation & Employers' Liability	COVERAGE B-EMPLOYERS' LIABILITY $100,000 one accident
(2) Self-Insured with CNA providing Service Contract and policy wording 1/1/77 to 8/31/77	Comprehensive General Liability and Products, G.C. including: Broad Named Insured, Blkt. Contractual, Personal Injury, (incl. Assault & Battery) Host Liquor, Employees as add'l Insureds, Bd. Form Vendors, Bd. Form P.D., Incidental Malpractice Employee Benefit Liab., State Fund Stop Gap Liab., Non-owned Watercraft, and Products/Compl. Operations (worldwide), but excluding Products Liab. for Rego Div. of Golconda Corp.	COMBINED SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED $500,000 each occurrence $1,000,000 annual aggregate excess of $100,000 each occurrence Retention
(3) Self-Insured with CNA providing Service Contract and policy wording	Products-Completed Operations Liability for Rego Division of Golconda Corp. (a subsidiary of Cerro-Marmon Corp.)	COMBINED SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED $400,000 each occurrence $900,000 annual aggregate excess of $200,000 each occurrence Retention
(4) CNA CCP 2428494 8/1/75 to 8/1/78 CNA #MF3612295 8/1/77-8/1/77 - MASSACHUSETTS	Comprehensive Automobile Liability	BODILY INJURY LIABILITY $500,000 each person $1,000,000 each accident/ occurrence PROPERTY DAMAGE LIABILITY $200,000 each occurrence/ accident
(5) Commonwealth Ins. Co. # and dates TBA ✓	Comprehensive General Liability (covering Lawrence Investments Ltd.)	COMBINED SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED $500,000 each occurrence $500,000 aggregate
(6) Carrier # and dates TBA ✓	Publishers Liability (covering McCall Publishing Co.)	$1,000,000 each occurrence

MARGRP CDA dm - 0293

LS 003033

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Northbrook Insurance Company
Northbrook, Illinois

ISSUED TO FORM A PART OF POLICY NO. 63-002-161

REVISED **SCHEDULE OF UNDERLYING POLICIES** Effective 1/1/77

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF POLICY	APPLICABLE LIMITS
(7) INA # AVG 044449 10/15/75 to 10/15/76 10/15/78	Non-Owned Aircraft Liability	BODILY INJURY LIABILITY INCLUDING PASSENGERS, PASSENGER BODILY INJURY LIABILITY & PROPERTY DAMAGE LIABILITY COMBINED $20,000,000 each occurrence
(8) Self Insurance with CNA providing service contract & policy wording 1/1/77 to 8/31/77	Canadian General Liability	COMBINED SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED $500,000 each occurrence $1,000,000 annual aggregate excess of $100,000 each occurrence, Retention
(9) CNA A2428485 # A2482845 8/1/75 to 8/1/78	Canadian Automobile Liability	BODILY INJURY LIABILITY $500,000 each person $1,000,000 each accident/ occurrence PROPERTY DAMAGE LIABILITY $200,000 each accident/ occurrence
(10) Continental Ins. Co. # L3584415 9/1/76 to 9/1/77	Foreign General Liability	COMBINED SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE $500,000 each occurrence $500,000 aggregate, where applicable
(11) Continental Ins. Co. # L3584415 9/1/76 to 9/1/77	Foreign Automobile Liability MARMON	COMBINED SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE $500,000 each person $500,000 each occurrence

L359-1039 — Cerro
10/14/76 - 9/1/77
TO BE ISSUED — HAMOND
4/1/77 - 4/1/78

MARGRP CDA dm - 0294

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RU32

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group

Policy No.: 63-002-161
Endorsement No.: 9

In consideration of an additional premium of $85,197.00, it is agreed that Item 1. "Named Insured" of the Declarations is amended to read as follows:

Cerro-Marmon Corporation

It is further agreed that Endorsement #1 is deleted in its entirety and replaced by the following:
Item 1. Named Insured is completed to read:

1. Cerro-Marmon Corporation
2. The Marmon Group, Inc. (Michigan) (Subsidiary of Cerro-Marmon)
3. Marmon Industries, Inc.
4. The Colson Company
5. Lawrence Investments Ltd., including Lucayan Towers Maintenance Ltd.

All Divisions, subsidiaries, and affiliated companies over which named insured asserts financial and/or operative control excluding the following:

Fetterolf Coal Company
James M. Stott Company
Jenner Mining Company
Penn Pocahontas Coal Company
I.C.X.
Cerro Mining Company of Canada, Ltd., Primary Partners
Hammond Organ Company FOU74/1
Wells Lamont Corporation
The Housing Group

This endorsement to take effect on the 1st day of January 1977. All other terms and conditions remain unchanged.

Countersigned: May 6, 1977

Jerome O Crowley
Authorized Representative

do
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MARGRP CDA dm - 0295

INSURED COPY

LS 003035

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corp.

Policy No.: 63-002-161
Endorsement No.: 10

In consideration of an additional premium of $5,000.00, it is agreed that the following is added for the period January 1, 1977 to April 1, 1977 on the following basis:

It is understood and agreed that no coverage is provided hereunder for Leadership Housing Inc., Newco Inc. and subsidiaries, except for Excess Comprehensive Automobile and Comprehensive General Liability (including products-completed operations) coverages as defined by the basic standard forms published by the National Bureau of Casualty Underwriters (January 1, 1973 version). The retained limit underlying said excess is as follows:

Comprehensive Automobile	Bodily Injury Liability
	$500,000 Each Person $1,000,000 Each Occurrence
	Property Damage Liability
	$200,000 Each Occurrence
Comprehensive General Liability	Combined Single Limit for Bodily Injury and/or Property Damage
	$500,000 Each Occurrence $1,000,000 Annual Aggregate Excess of $100,000 Each Occurrence Self Insured Retention

Insurance purchased by the insured to offset any portion of the limit specified as retained is permissible. Coverage hereunder shall apply as if proceeds of said insurance were a part of the retention. In any event, coverage shall apply in excess of retained limit specified or said insurance proceeds, whichever is greater.

This endorsement to take effect on the 1st day of January 19 77 . All other terms and conditions remain unchanged.

Countersigned: May 6, 1977

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Jerome O Crowley
Authorized Representative

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MARGRP CDA dm - 0296

INSURED COPY

LS 003036

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corp.

Policy No.: 63-002-161
Endorsement No.: 11

In consideration of the premium charged, it is agreed that Item 4 of the Declarations, Computation of Premium, is amended to read as follows:

Rate: (1) Flat, subject to Endorsement No. 2 for all entities except Rego Division of Golconda Corp. and as per Endorsement No. 10;

(2) $1.98 per $1,000 Sales (Domestic and Foreign) for Rego Division of Golconda Corp., subsidiary of Cerro-Marmon Corp.;

(3) Flat charge of $5,000 for Endorsement No. 10

Minimum Premium: $315,197.00

Deposit Premium: $315,197.00

This endorsement to take effect on the 1st day of January 1977. All other terms and conditions remain unchanged.

Countersigned: May 6, 1977

do

Jerome O Crowley
Authorized Representative

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MARGRP CDA dm - 0297

INSURED COPY

LS 003037

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corp.

Policy No.: 63-002-161
Endorsement No.: 12

It is agreed that the following is applicable to Rego Division of Golconda Corp only:

The word "Sales" as used under Item Number 4 of the Declarations means the gross amount of money charged by any insured or by the others trading under their 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 any insured and such others collect as a separate item and remit directly to a governmental division.

This endorsement to take effect on the 1st day of January 19 77. All other terms and conditions remain unchanged.

Countersigned: May 9, 1977

Jerome O Crowley
Authorized Representative

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LS 003038

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro -Marmon Corp.

Policy No.: 63-002-161
Endorsement No.: 13

In consideration of the premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of the rendering of, or the failure to render, professional services by or on behalf of any insured, for others, in any insureds capacity as an architect, engineer or surveyor, including, but not limited to, any negligent act, error, omission or mistake involving the preparation of, surveys, maps, plans, designs or specifications or supervisory inspection or engineering services furnished in connection therewith.

This endorsement to take effect on the 1st day of January 19 77 . All other terms and conditions remain unchanged.

Countersigned: May 6, 1977

Jerome O Crowley
Authorized Representative

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LS 003039

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corp.

Policy No.: 63-002-161
Endorsement No.: 14

In consideration of the premium charged, it is agreed that, as respects Tamarac Utilities, Inc., there is no coverage under this policy for any liability (including liability assumed under contract) arising out of or contributed to any complete or partial failure to supply electricity, or any liquid or gas petroleum products.

This endorsement to take effect on the 1st day of January 19 77. All other terms and conditions remain unchanged.

Countersigned: May 6, 1977

Jerome O Crowley
Authorized Representative

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LS 003040

Northbrook
Insurance Company
Northbrook, Illinois

Umbrella Liability Policy

STOCK COMPANY

NOTICE OF REVISION

THIS POLICY FORM HAS BEEN REVISED BY THE COMPANY. CERTAIN IMPORTANT CHANGES WHICH AFFECT COVERAGE HAVE BEEN MADE. THE COMPANY SUGGESTS THAT THE ENTIRE POLICY BE CAREFULLY REVIEWED.

MARGRP CDA dm - 0301

LS 003041

Northbrook Insurance Company (hereinafter called the Company) agrees with the Named Insured, named in Item 1 of the Declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of this policy:

Insuring Agreements

I. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

A. imposed upon the Insured by law, or

B. assumed under contract or agreement by the Named Insured,

for damages on account of

A. Personal Injuries

B. Property Damage

C. Advertising Liability,

caused by or arising out of each Occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY

The Company shall only be liable for the Ultimate Net Loss in excess of either

A. the limits of the underlying insurances as set out in the attached SCHEDULE OF UNDERLYING POLICIES in respect of each Occurrence covered by said underlying insurances, or

B. the retained limit as stated in Declaration Item 2 (c) if the Occurrence is not covered by said underlying insurances, (hereinafter called the underlying limits),

and then only up to a further sum as stated in Item 2 (a) of the Declarations in all in respect of each Occurrence - subject to a limit as stated in Item 2 (b) of the Declarations in the aggregate

A. for each annual period during the currency of this policy, but

B. separately in respect of Products Liability and in respect of Personal Injury (fatal or nonfatal) by occupational disease sustained by any employes of the Insured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying limits by reason of losses paid thereunder, this policy, subject to all of its terms and conditions, shall

A. in the event of reduction pay the excess of the reduced underlying limit, or

B. in the event of exhaustion continue in force as underlying insurance.

Regardless of the number of

A. Insureds under this policy,

B. persons or organizations who sustain a loss,

C. claims made or suits brought on account of Personal Injury, Advertising Liability, or Property Damage, or

D. Automobiles, Aircraft or Watercraft to which this policy applies, the Limit of Liability stated in Item 2 (a) of the Declarations is the limit of the Company's liability for all Ultimate Net Loss as the result of any one Occurrence.

There is no limit to the number of Occurrences for which claims may be made, except that the Limit of Liability stated in Item 2 (b) of the Declarations is the total limit of the Company's liability for all Ultimate Net Loss in respect of all Personal Injury and Property Damage which occurs during the policy period and arising out of the products hazard or the completed operations hazard or both combined. If this policy is issued for more than one year, this aggregate limit of liability applies separately to each consecutive annual period of this policy, or if the last consecutive period is less than 12 months, to such period of less than 12 months. If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is specifically stated to be excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

III. SUPPLEMENTAL DEFENSE

It is agreed that with respect to any Occurrence covered only by the terms and conditions of this policy except for the amount of the retained limit, 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. 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, the cost of bail bonds required of the Insured in the event of accident or traffic law violation during the policy period, but without any obligation to apply for or furnish any such bond;

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;

and the amounts so incurred, except salaries of any permanent employes of the Insured or the Company, shall be included in the Ultimate Net Loss in computing the limit of the Company's liability but shall not be payable in addition to the limit of the Company's liability, and shall not be included in the retained limit.

In any country 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.

Definitions

This policy is subject to the following definitions:

I. *NAMED INSURED*

"Named Insured" shall be as stated in Item 1 of the Declarations forming a part hereof.

II. INSURED

"Insured" includes

A. the Named Insured, and, if the Named Insured is designated in Item 1 of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to the person's liability as such;

B. any officer, director, stockholder or employe of the Named Insured, while acting in the capacity as such, and any organization or proprietor with respect to real estate management for the Named Insured;

C. any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only to the extent of such obligation and in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or of facilities used by the Named Insured;

D. any additional insured (not being the Named Insured under this policy) included in the underlying insurances, subject to the provisions in Condition II, ADDITIONAL INSUREDS; but not for broader coverage than is available to such additional insured under any underlying insurances as set out in attached schedule;

E. with respect to any Automobile owned by the Named Insured or hired for use in behalf of the Named Insured, or to any Aircraft owned by or hired for use in behalf of the Named Insured, any person while using such Automobile or Aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the Automobile or Aircraft is with the permission of the Named Insured. The insurance extended by this subdivision (E.) with respect to any person or organization other than the Named Insured shall not apply

1. to any person or organization, or to any agent or employe thereof, operating an Automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any Occurrence arising out of the operation thereof;

2. to any manufacturer of Aircraft, Aircraft engines, or aviation accessories, or to any aviation sales, service or repair organization, or to any airport or hangar operator, or to any of their respective employes or agents with respect to any Occurrence arising out of any of the aforementioned;

3. with respect to any hired Automobile or Aircraft, to the owner thereof or any employe of such owner. This subdivision (E.) shall not apply to the extent that it restricts insurance which is afforded by subdivision D of this paragraph;

4. with respect to any non-owned Automobile, to any officer, director, stockholder, partner or employe of the Named Insured if such Automobile is owned in full or in part by such person or a member of that person's household.

III. PERSONAL INJURIES

"Personal Injury" means bodily injury (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any advertising activities and which results in an Occurrence during the policy period.

IV. PROPERTY DAMAGE

"Property Damage" shall mean loss of or direct damage to or destruction of tangible property (other than property owned by any Insured) and which results in an Occurrence during the policy period.

V. ADVERTISING LIABILITY

"Advertising Liability" wherever used herein shall mean

A. libel, slander or defamation,

B. any infringement of copyright or of title or of slogan,

C. piracy or unfair competition or idea misappropriation under an implied contract, or

D. any invasion of right of privacy

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities and which results in an Occurrence during the policy period.

VI. OCCURRENCE

"Occurrence" means an accident, event or happening including continuous or repeated exposure to conditions which results, during the policy period, in Personal Injury, Property Damage or Advertising Liability neither expected nor intended from the standpoint of the Insured. Assault and battery committed by, at the direction of or on behalf of any Insured for the purpose of protecting the person or property of any Insured or of others shall be deemed to be an Occurrence. All such Personal Injury, Property Damage or Advertising Injury caused by one event or by continuous or repeated exposure to substantially the same conditions shall be deemed to result from one Occurrence.

VII. DAMAGES

"Damages" includes damages for death and for care and loss of services resulting from Personal Injury and damages for loss of use of property resulting from Property Damage and damage to intangible property resulting from Advertising Liability.

VIII. ULTIMATE NET LOSS

"Ultimate Net Loss" shall mean the total sum which the Insured, or the Insured's underlying insurance as scheduled, or both, become obligated to pay by reason of Personal Injuries, Property Damage or Advertising Liability claims, either through adjudication or compromise, and shall also include expenses consisting of: hospital, medical and funeral charges; all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for docotors, lawyers, nurses, and investigators and other persons; litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any Occurrence covered hereunder. The salaries of the Insured's or of any underlying insurer's permanent employes shall be excluded.

The Company shall not be liable for such expenses as aforesaid when coverage for the payment of such expenses is included in other valid and collectible insurance.

IX. AUTOMOBILE

"Automobile" means a vehicle designed for travel principally on the land, but does not include a Hovercraft.

A. "Hired Automobile" means an automobile not owned by the Named Insured or by any member of the same household that is used under contract in behalf of, or loaned to, the Named Insured, provided such automobile is not owned in whole or in part by or registered in the name of

1. any executive officer or director of the Named Insured or any member of the household of such officer or director or

2. an employe or agent of the Named Insured who is granted an operating allowance of any sort for the use of such automobile or any member of the household of such employe or agent;

B. "Non-owned Automobile" means an automobile that is neither owned, hired, nor a temporary substitute automobile;

C. "Owned Automobile" means an automobile owned in whole or in part by the Named Insured or by any member of the same household and a temporary substitute automobile.

D. "Temporary Substitute Automobile" means an automobile not owned in whole or in part by the Named Insured or by any resident of the same household, while temporarily used with the permission of the owner as a substitute for an owned automobile when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction.

X. AIRCRAFT

"Aircraft" means a heavier-then-air vehicle containing an internal power source and designed for travel principally in the air, but does not include a Hovercraft.

A. "Hired Aircraft" means an aircraft not owned by any Insured or by any member of the household of any Insured that is used under contract in behalf of, or loaned to, the Insured for a period not exceeding one calendar month and for which the owner or lessor thereof furnishes all members of the operating crew, provided such aircraft is not owned in whole or in part by or registered in the name of any executive officer or director of any Insured or any member of the household of such officer or director.

B. "Non-Owned Aircraft" means an aircraft that is neither owned, hired, nor a temporary substitute aircraft.

C. "Owned Aircraft" means an aircraft

1. owned in whole or in part by or registered in the name of any Insured or any resident of the household of any Insured and a temporary subsitute aircraft, or

2. used under contract in behalf of, or loaned to, any Insured for a period exceeding one calendar month.

D. "Temporary Substitute Aircraft" means an aircraft not owned in whole or in part by or registered in the name of any Insured or any resident of the household of any Insured while temporarily used with permission of the owner as a substitute for an owned aircraft when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction.

XI. WATERCRAFT

"Watercraft" means a vehicle designed for travel principally on the water, and includes a Hovercraft.

XII. HOVERCRAFT

"Hovercraft" means a vehicle designed to operate in the air above land or water utilizing the ground effect princip-

XIII. PRODUCTS LIABILITY

"Products Liability" means liability arising out of products hazard and/or completed operations hazard.

A. Products hazard means liability arising out of goods or products manufactured, sold, handled or distributed by the Insured or by others trading under the Insured's name (hereinafter called "the Insured's products") if the Occurrence occurs after possession of such goods or products has been relinquished to others by the Insured or by others trading under the Insured's name and if such Occurrence occurs away from premises owned, rented, or controlled by the Insured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, (including, but not limited to, Automobile, Aircraft, Watercraft, Hovercraft), 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.

B. Completed operations hazard means liability arising out of operations, if the Occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the 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:

1. pick-up or delivery, except from or onto a railroad car,
2. the maintenance of vehicles (including, but not limited to, Automobile, Aircraft, Watercraft, Hovercraft), owned or used by or in behalf of the Insured,
3. the existence of tools, uninstalled equipment and abandoned or unused materials.

XIV. ANNUAL PERIOD

"Annual Period" means the twelve-month period following the policy effective date or following any anniversary date thereof falling within the policy period, or if the policy period between the policy effective date or any anniversary date and the termination of this policy is less than twelve months, such lesser period.

XV. AIRCRAFT PRODUCTS

"Aircraft Products" means Aircraft (including missiles or spacecraft and any ground support or control equipment used therewith), Aircraft parts and goods or products installed in or on Aircraft or used in connection with Aircraft, manufactured, sold, handled or distributed by the Named Insured or by others trading under the Insured's name. "Aircraft Products" includes tooling used in the manufacture of Aircraft products, and also includes ground handling tools and equipment, training aids, instructions, manuals, blueprints, engineering and other data, engineering and other advice and services and labor relating to aircraft products.

XVI. GROUNDING

"Grounding" means the withdrawal, at or about the same time, in the interest of safety, of one or more Aircraft from flight operations because of a like condition or suspicion thereof in two or more such Aircraft whether such aircraft so withdrawn are owned or operated by the same or different persons, firms or corporations. A grounding shall be deemed to commence on the date of an accident or Occurrence which discloses such condition, or on the date an Aircraft is first withdrawn from service on account of such condition, whichever first occurs.

Exclusions

This policy shall not apply

A. to any obligation for which the Insured or its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law; provided, however, that this exclusion does not apply to liability of others assumed by the Named Insured under valid contract or agreement;

B. 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;

C. to claims made against the Insured:

1. on account of Personal Injuries or Property Damage resulting from the failure of the Insured's products or work completed by or for the Insured to perform the function or serve the purpose intended by the 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 (C. 1.) does not apply to Personal Injuries or Property Damage resulting from the active malfunctioning of such products or work;
2. on account of Property Damage to the Insured's products arising out of such products or any part of such products;
3. on account of Property Damage to work performed by or on behalf of the Insured arising out of the work or any portion thereof, or out of materials, parts of equipment furnished in connection therewith;
4. 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;

D. with respect to advertising liability, to claims made against the Insured for

1. failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
2. infringement of registered trade marks, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

3. incorrect description of any article or commodity;

4. mistake in advertised price;

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

F. to any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, sex, color or national origin;

G. to Personal Injury or Property Damage arising out of Aircraft Products and/or all sums which any insured shall become legally obligated to pay as damages resulting in or from Grounding of any Aircraft;

H. to Property Damage to property owned by any Insured;

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

J. to any liability arising out of any statute, law, ordinance or regulation regarding requirements for uninsured motorist liability;

K.

1. under any liability coverage, to injury, sickness, disease, death or destruction:

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

   b. resulting from the hazardous properties of nuclear material and with respect to which

      (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

      (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization;

2. under any medical payments coverage, or under any supplementary payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

3. under any liability coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

   a. the nuclear material

      (1) is at any nuclear facility owned or operated by or on behalf of, an Insured or

      (2) has been discharged or dispensed therefrom;

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

   c. the injury, sickness, disease, death, or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this policy,

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

   b. "nuclear material" means source material, special nuclear material or byproduct material;

   c. "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;

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

   e. "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 (f. 1.) or (f. 2.) thereof;

f. "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;

g. "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;

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

Except insofar as coverage is available to the Insured under the underlying insurances, set out in the attached schedule, this policy shall not apply

L. to the liability of any Insured hereunder for assault and battery committed by or at the direction of such Insured except liability for Personal Injuries resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of Aircraft, or for the purpose of preventing Personal Injuries or Property Damage; provided, however, that this exclusion shall not apply to the liability of the Named Insured for Personal Injury to their employes, unless such liability is already excluded under Exclusion A. above;

M. with respect to any aircraft which is owned, non-owned, hired or temporary substitute in whole or in part, by any Insured; however, this exclusion shall not apply to the liability of the Named Insured for personal injury to their employes, unless such liability is already excluded under Exclusion A. above;

N. with respect to any watercraft which is owned by any Insured and away from premises owned, rented or controlled by an Insured; however, this exclusion shall not apply to the liability of the Named Insured for Personal Injury to their employes, unless such liability is already excluded under Exclusion A. above;

O. to any employe with respect to injury to or the death of another employe of the same Employer injured in the course of such employment;

P. to punitive or exemplary damages awarded against any Insured.

Conditions

This policy is subject to the following conditions:

I. PREMIUM

If the premium is stated in the Declarations as a flat premium charge, the premium is not subject to adjustment except as hereinafter provided.

If the premium is stated in the Declarations as other than a flat premium charge, the deposit premium is an advance premium 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 Item 5 of the Declarations as the Audit Reporting Period the earned premium for such period shall be computed in accordance with the rates and minimum premium stated in the Declarations, 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.

Appropriate additional premium shall be payable with respect to any additional Named Insured and any person who or organization which becomes an Insured under the provisions of Condition II, ADDITIONAL INSUREDS.

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.

II. ADDITIONAL INSUREDS

In the event of additional Insureds being added to the Coverage under the underlying insurances during currency of this policy, prompt notice shall be given to the Company, who shall be entitled to charge an appropriate additional premium.

III. PRIOR INSURANCE AND NONCUMULATION 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

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the inception date hereof the limit of liability hereon as stated in Item 2 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

IV. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE

As regards Personal Injury (fatal or nonfatal) by occupational disease sustained by any employe of the Insured, this policy, while in force, is subject to the same warranties, terms and conditions (except as regards the premium, the amounts and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an Occurrence for which claim is made hereunder.

V. 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 or healthful, or are in compliance with any law, rule or regulation.

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 or within one year after final settlement of all claims arising out of Personal Injury or Property Damage which occurs during the period of this policy as far as they relate to the subject matter of this insurance.

VI. CROSS LIABILITY

In the event of claims being made by reason of Personal Injury suffered by any employe of one Insured hereunder for which another Insured hereunder is or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

In the event of claims being made by reason of damage to property belonging to any Insured hereunder for which another Insured is, or may be, liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Insuring Agreement, Item II.

VII. NOTICE OF OCCURRENCE

Whenever the Insured has information from which the Insured may reasonably conclude that an Occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this policy, notice shall be sent to the Company at its Home Office as soon as practicable, provided, however, that failure to give notice of any Occurrence which at the time of the occurrence 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.

VIII. ASSISTANCE AND COOPERATION

Except as noted under Insuring Agreement, Item III, SUPPLEMENTAL DEFENSE, the Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an Occurrence where the claim or suit involves, or appears reasonably likely to involve the Company. In such event, the Insured and the Company shall cooperate in all things in the defense of such claim, suit or proceeding and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

IX. APPEALS

In the event that the Insured or the Insured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at its own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of the Company for the Ultimate Net Loss exceed the amount set forth in Item 2 of the Declarations, for any one Occurrence plus the cost and expense of such appeal.

X. LOSS PAYABLE

Liability under this policy with respect to any Occurrence shall not attach unless and until the Insured, or the Insured's underlying insurer, shall have paid the amount of the underlying limits on account of such Occurrence. The Insured shall make a definite claim for any loss for which the Company may be liable under this policy within twelve (12) months after the Insured shall have paid an amount of Ultimate Net Loss in excess of the amount borne by the Insured or after the Insured's liability shall have been fixed and rendered certain either by final judgment against the Insured after actual trial or by written agreement of the Insured, the claimant, and the Company. If any subsequent payments shall be made by the Insured on account of the same Occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

XI. 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.

XII. SUBROGATION

Inasmuch as this policy is excess coverage, the Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Company is then to be reimbursed out of any balance then

remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

XIII. CHANGES

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by a duly authorized representative of the Company.

XIV. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon.

XV. CANCELLATION

This policy may be cancelled by the Named Insured or by the Company by sending by registered or certified mail 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 to the Named Insured at the address shown in Item 1 of the Declarations this policy shall be sufficient proof of notice, and the policy period 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 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 made no payment or tender of return premium with such notice.

XVI. CONFLICTING STATUTES

In the event that any provision of this policy is unenforceable by the Insured under the laws of any state or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of noncompliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

XVII. SERVICE OF SUIT CLAUSE

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 officers specified for that purpose in the statute, or that person's 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 as the person to whom the said officer is authorized to mail such process or a true copy thereof.

XVIII. MAINTENANCE OF AND RESTRICTIONS IN UNDERLYING POLICIES

It is a condition of this policy that the policy or policies referred to in the attached SCHEDULE OF UNDERLYING POLICIES shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or Occurrences occurring during the period of this policy. Failure of the Named Insured to comply with the foregoing shall not invalidate this policy but in the event of such failures, the Company shall only be liable to the same extent as it would have been had the Named Insured complied with the said condition.

XIX. NONCUMULATION OF LIABILITY - SAME OCCURRENCE

If the same Occurrence gives rise to Personal Injury, Property Damage or Advertising Liability that occurs partly before and partly within any one annual period, the limit of liability applicable to each such Occurrence and any aggregate limit of liability applicable to such injury or damage shall be reduced by the amount of all payments made by the Company with respect to such Occurrence, either under a previous policy or policies issued by the Company of which this is a replacement, or under this policy with respect to previous annual periods thereof.

XX. FIRST NAMED INSURED

The Named Insured shall be primarily 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 signed by its Secretary and its President and countersigned on the Declarations page by an authorized representative.

Myron J. Resnick
Secretary

James Patterson
President

A CAPITAL STOCK COMPANY

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

POLICY NO. 1224522

The Company agrees with the Insured named below, in consideration of the premium paid and subject to all the terms and conditions set forth below that the insurance afforded by this policy shall follow all the terms and conditions of Policy Number 63 002 161 issued by **Northbrook Insurance** including all renewals and rewrites thereof.

NAMED INSURED:	**THE MARMON GROUP, ETAL (See Endorsement #1)**
ADDRESS:	**39 S. LaSalle Street, Chicago, Illinois**
POLICY PERIOD:	**August 31, 1977 to August 31, 1978**
COVERAGE:	**Excess Following Form Umbrella**
LIMIT OF LIABILITY:	**$3,000,000. Excess of $22,000,000. Excess of Primary**
PREMIUM:	**$15,000. One year**
RATE:	**Flat**

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary at New York, New York and countersigned by a duly authorized representative of the Company.

Marion E. Jafen
SECRETARY

Ed Dickinson Jr
PRESIDENT

Countersigned by: Milan Jesic
Authorized Representative

Form 8136 5/75

MARGRP CDA dm - 0310

LS 003050

ENDORSEMENT #1

This endorsement, effective 12:01 A. M. August 31, 1977 forms a part of policy No. 122 45 22 issued to THE MARMON GROUP, ETAL.

by National Union Fire Insurance Company

It is hereby understood and agreed that Item #1, named insured, on the policy declarations page is amended to read:

1. The Marmon Group, Inc. (Michigan)
2. Marmon Industries, Inc.
3. The Colson Company
4. Lawrence Investments Ltd., including Lucayan Towers Maintenance Ltd.

and all divisions, subsidiaries and affiliated companies over which Named Insured asserts financial or operative control, including the following:

5. Amarillo Gear Company, subsidiary of the Marmon Group, Inc. (Michigan)
6. The Marmon Group, Inc., subsidiary of the Marmon Group, Inc.
7. Darling Store Fixtures, division of the Marmon Group, Inc.
8. James Foundry Company, division of the Marmon Group, Inc.
9. Long Airdox Company, division of the Marmon Group, Inc.
10. Marmon Transmotive, division of the Marmon Group, Inc.
11. Oxford Tile Company, subsidiary of the Marmon Group, Inc.
12. Darling Displays, division of Wolf and Vine, Incorporated
13. Wolf and Vine, Incorporated, subsidiary of the Marmon Group, Inc.
14. Associated Manufacturers International, S.A., subsidiary of the Marmon Group, Inc. (MI)
15. Detroit Steel Products, division of the Marmon Group, Inc. (Michigan)
16. Fenestra, division of the Marmon Group, Inc. (Michigan)
17. Keystone Tubular Service Corp., subsidiary of the Marmon Group, Inc. (Michigan)
18. Marmon Services Co., subsidiary of the Marmon Group, Inc. (Michigan)
19. Midwest Foundry Company, division of the Marmon Group, Inc. (Michigan)
20. Penn Brass & Copper Company, subsidiary of the Marmon Group, Inc. (Michigan)
21. Penn Capillary Tube Co., division of the Marmon Group, Inc.
22. Perfection American Company, subsidiary of the Marmon Group, Inc. (Michigan)
23. Triangle Auto Spring Company of Delaware subsidiary of the Marmon Group, Inc. (MI)
24. Marmon Industries, Inc., affiliate of the Marmon Group, Inc. (Michigan)
25. Huron Steel Company, division of Marmon Industries, Inc.
27. K-B Axle Co., division of Marmon Industries, Inc.
28. Oklahoma Steel Castings Company, division of Marmon Industries, Inc.
29. Webb Division, division of Marmon Industries, Inc.

Milan Jones
Authorized Representative

Form 1803

MARGRP CDA dm - 0311

LS 003051

ENDORSEMENT #1 (cont.)

This endorsement, effective 12:01 A. M. August 31, 1977 forms a part of policy No. 122 45 22 issued to THE MARMON GROUP, ETAL.

by National Union Fire Insurance Company

30. The Colson Company, affiliate of the Marmon Group, Inc. (Michigan)
31. Caster Division, division of the Colson Company
32. Equipment Division, division of the Colson Company
33. La Salle Travel, Inc., affiliate of the Marmon Group, Inc.
34. McCall Publishing Company, affiliate of the Marmon Group, Inc.
35. Colson Company, Ltd., subsidiary of the Colson Company
36. Jamesway Co. Ltd., subsidiary of the Marmon Group, Inc. (Michigan)

Authorized Representative

Form 1803

MARGRP CDA dm - 0312

LS 003052

ENDORSEMENT #2

This endorsement, effective 12:01 A. M. August 31, 1977 forms a part of policy No. 122 45 22 issued to THE MARMON GROUP, ETAL.

by National Union Fire Insurance Company

PENSION TRUST - EMPLOYEE BENEFITS

It is specifically understood and agreed that this policy does not cover Fiduciary liability however styled in respect of any Pension Trust Fund of Employee benefits account irrespective of whether or not any of the underlying policies scheduled herein provide such coverage by endorsement or otherwise.

Milan Jesic
Authorized Representative

Form 1803

MARGRP CDA dm - 0313

LS 003053

ENDORSEMENT #3

This endorsement, effective 12:01 A. M. August 31, 1977 forms a part of policy No. 122 45 22 issued to THE MARMON GROUP, ETAL.

by National Union Fire Insurance Company

It is hereby understood and agreed that any liability arising out of operations of any mine is excluded from the policy.

Milan Gesic
Authorized Representative

Form 1803

MARGRP CDA dm - 0314

LS 003054

NOTICE OF CANCELLATION OR NONRENEWAL
(Illinois)

KIND OF POLICY:	Primary Umbrella
POLICY NO.:	63 003 553
CANCELLATION OR TERMINATION WILL TAKE EFFECT AT:	8/31/78 (DATE) 12:01 A.M. (HOUR—STANDARD TIME)
DATE OF MAILING:	June 8, 1978
ISSUED THROUGH AGENCY OR OFFICE AT:	Reed Shaw Stenhouse 330 W. Monroe St., Chicago, Ill.

INSURANCE COMPANY: Northbrook Insurance Company
100 Allstate Plaza South
Northbrook, Illinois 60062

NAME AND ADDRESS OF INSURED: Cerro Marmon Corporation
39 S. La Salle Street
Chicago, Illinois 60606

(Applicable item marked ☒)

CANCELLATION

☐ You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with the Illinois Insurance Code, that your insurance will cease at and from the hour and date mentioned above. This notice, to be effective, must have been mailed at least 15 days prior to the effective date of cancellation during the first 180 days of coverage or at least 30 days prior to the effective date of cancellation if coverage has been in effect for more than 180 days. (If the policy is a renewal, the "30 day" requirement applies.)

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 advised that Illinois law provides that upon request by you to this Company, such request to be made within 30 days after the effective date of cancellation, this Company will furnish in writing the reason(s) for the cancellation.

☐ You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with the Illinois Insurance Code, that your insurance will cease at and from the hour and date mentioned above due to nonpayment of premium. This notice, to be effective, must have been mailed at least 10 days prior to the effective date of cancellation mentioned above.

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 Illinois 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. This notice, to be effective, must have been mailed at least 30 days prior to the effective date of nonrenewal mentioned above.

You are hereby advised that Illinois law provides that upon request by you to this Company, such request to be made within 30 days after the effective date of nonrenewal, this Company will furnish in writing the reason(s) for the nonrenewal.

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)

Terry Mauldin
Authorized Representative

GU 6115 (Ed. 1-76) UNIFORM PRINTING & SUPPLY DIV.

INSURED'S COPY

MARGRP CDA dm - 0315

LS 003055

Northbrook Insurance Company
Northbrook, Illinois

Declarations – Umbrella Liability Policy

Item 1. Named Insured: Cerro-Marmon Corporation

63-003-553
Policy Number

Address: 39 So. LeSalle Street
Chicago, Illinois 60606

2a

Item 2. Limits of Liability - as insuring agreement II:

(a) $22,000,000. each occurrence

(b) $22,000,000. in the aggregate for each annual period where applicable

(c) $25,000. retained limit each occurrence

Item 3. Policy Period: From: August 31, 1977 To: August 31, 1978
(Beginning and ending at 12:01 A.M. Standard Time at the address of the Named Insured as stated herein)

Item 4. Computation of Premium: $0.323 per $1000. sales

Minimum Premium: $396,000.00 Deposit Premium: $ 396,000.00

Item 5. Audit Reporting Period:

If the Policy Period is more than one year and the premium is to be paid in installments, Premium is payable on:

Not Applicable	Not Applicable	Not Applicable
Effective Date	1st Anniversary	2nd Anniversary

In the event of cancellation by the Named Insured, the Company shall receive and retain not less than as the policy minimum premium.

Item 6. Endorsements:

This Policy is subject to the following endorsements:

1.) Special	4.) N/B 86	7.) N/B 51	10.) Special
2.) Special	5.) N/B 49	8.) N/B 48	11.) N/B 121
3.) N/B 35	6.) N/B 54	9.) N/B 11	

Item 7. Schedule of Underlying Insurance: See attached schedule.

MARGRP CDA dm - 0316

Countersignature Date September 21, 1977

Jerome O. Crowley
Authorized Representative

dls

LS 003056

Northbrook
Insurance Company
Northbrook, Illinois

ISSUED TO FORM A PART OF POLICY NO. 63-003-553

SCHEDULE OF UNDERLYING POLICIES

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF POLICY	APPLICABLE LIMITS
(1) CNA #TBA	Standard Workmen's Compensation & Employers' Liability	COVERAGE B-EMPLOYERS' LIABILITY $100,000 one accident
(2) Self-Insured with CNA providing Service Contract and Policy wording	General Liability-Including Products, Broad Named Insured Blanket Contractual, Personal Injury, Host Liquor, Employees as additional Insured, Broad Form Vendors, Broad Form Property Damage, Incidental Malpractice, Employee Benefit Liability, State Fund Stop Gap Liability, Non-owned Watercraft, Worldwide Products, Excluding Products Liability for Rego Division of Goleanda Corporation.	COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED $ 500,000. each occurrence $1,000,000. aggregate excess of $ 100,000 each occurrence Retention
(3) Self-Insured with CNA Providing service contract and policy wording	Products-completed operations for Rego Division of Goleanda Corporation	COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED $ 400,000 each occurrence $1,000,000 aggregate excess of $ 200,000 each occurrence Retention
(4) CNA #TBA	Automobile Liability	BODILY INJURY LIABILITY $ 500,000 each person $1,000,000 each occurrence PROPERTY DAMAGE LIABILITY $ 200,000 each occurrence
(5) CNA #TBA	Automobile Liability-Massachusetts	BODILY INJURY LIABILITY $ 500,000 each person $1,000,000 each occurrence PROPERTY DAMAGE LIABILITY $ 200,000 each occurrence

MARGRP CDA dm - 0317

dls

LS 003057

RU32-1

Northbrook Insurance Company
Northbrook, Illinois

ISSUED TO FORM A PART OF POLICY NO. 63-003-553

SCHEDULE OF UNDERLYING POLICIES

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF POLICY	APPLICABLE LIMITS
(6) Commonwealth Insurance #TBA	General Liability (covering Lawrence Investments Ltd.)	COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED $500,000 each occurrence $500,000 aggregate
(7) Self-Insured with CNA providing service contract and policy wording	General Liability-Canada	COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED $ 500,000 each occurrence $1,000,000 aggregate excess of $100,000 each occurrence Retention
(8) CNA #TBA	Automobile Liability-Canada	BODILY INJURY LIABILITY $ 500,000 each person $1,000,000 each occurrence PROPERTY DAMAGE LIABILITY $200,000 each occurrence
(9) Continental Insurance Co. #TBA	Foreign General Liability	COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED $500,000 each occurrence $500,000 aggregate
(10) Continental Insurance Co. #TBA	Foreign Automobile Liability	COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED $500,000 each occurrence
(11) INA #TBA	Non-Owned Aircraft Liability	BODILY INJURY LIABILITY EXCLUDING PASSENGERS, PASSENGER BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY COMBINED $20,000,000 each occurrence

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corporation

Policy No.: 63 003 553
Endorsement No.: 1

In consideration of the premium charged, it is agreed that Item 1 "named Insured" of the Declaration is completed to read as follows:

1. Cerro-Marmon Corporation
2. The Marmon Group, Inc. (Michigan) (Subsidiary of Cerro-Marmon)
3. Marmon Industries, Inc.
4. The Colson Company
5. Lawrence Investments Ltd., including Lucayan Towers Maintenance Ltd.
6. Inter City Auto Parts
7. McRoberts Spring Co.
8. Damascus Metals Co.

All Divisions, subsidiaries, and affiliated companies over which named insured assets financial and/or operative control excluding the following:

Petterolf Coal Company
James M. Stott Company
Jenner Mining Company
Penn Pocahontas Coal Company
I.C.X.
Cerro Mining Company of Canada, Ltd., Primary Partners
Hammond Organ Company
Wells Lamont Corporation
The Housing Group
Fitzsimmons Steel Company
Amisa
Cerro Engineering Company

This endorsement to take effect on the 31st day of August 19 77. All other terms and conditions remain unchanged.

Countersigned: September 21, 1977

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0319

RU7A PRINTED IN USA

LS 003059

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro- Marmon Corporation

Policy No.: 63-003-553
Endorsement No.: 2

AMENDMENT OF TERMINATION PROVISIONS

IT IS HEREBY AGREED that the cancellation condition of the Policy is deleted and replaced by the following:

CANCELLATION. This Policy may be cancelled by the Insured by surrender thereof to the Company 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 Insured at the address shown in this Policy or last known address written notice stating when, not less than sixty days thereafter, such cancellation shall be effective. However, if the Company cancels the Policy because the Insured has failed to pay a premium when due, this Policy may be cancelled by the Company by mailing a written notice of cancellation to the Insured stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date of the cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

If the Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected 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 to the Insured.

This endorsement to take effect on the 31st day of August 19 77. All other terms and conditions remain unchanged.

LS 003060

Jerome O. Crowley

Countersigned: September 21, 1977

Authorized Representative

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corporation

Policy No.: 63 003 553
Endorsement No.: 3

In consideration of the premium charged it is agreed that coverage under this policy does not apply to any loss arising out of any of the insureds acting as a fiduciary in regards to the administration or handling of Employee Benefit Plans or for any loss as a result of a breach of fiduciary responsibilities, obligations or duties as are imposed upon any of the insureds by the Employee Retirement Income Security Act of 1974 or amendments thereto or any regulations as are promulgated thereunder.

The term "Employee Benefit Plans" as used in this exclusion shall include group life insurance, group accident or health insurance, pension plans, employee stock subscription plans, workmen's compensation plans insurance, unemployment insurance, social security insurance, disability benefits and any other similar employee benefit programs sponsored by the insured, and shall also include professional or semiprofessional services or advice given by or on behalf of any of the insureds to any of the insureds employees or the employees representatives relative to the above mentioned plans.

This endorsement to take effect on the 31st day of August 1977. All other terms and conditions remain unchanged.

LS 003061

Countersigned: September 21, 1977

Jerome O. Crowley
Authorized Representative

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corporation

Policy No.: 63 003 553
Endorsement No.: 4

Only insofar as coverage is afforded by underlying insurance listed in the "Schedule of Underlying Policies" for Employee Benefit Liability, it is agreed that this policy is extended to indemnify the Insured for all sums the Insured shall become legally obligated to pay on account of any claim made against the Insured and caused by any 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 Program.

This endorsement to take effect on the 31st day of August 19 77 . All other terms and conditions remain unchanged.

Countersigned: September 21, 1977

Jerome O. Crowder
Authorized Representative

MARGRP CDA dm - 0322

RU7A PRINTED IN USA

LS 003062

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corporation

Policy No.: 63-003-553
Endorsement No.: 5

In consideration of the premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to any insureds liability arising out of the utterance or dissemination of any printed or published material, except with respect to advertising by or on behalf of the insured for the purpose of promoting its own business, if such advertising does not involve quoting from text of any printed or published material.

This endorsement to take effect on the 31st day of August 1977. All other terms and conditions remain unchanged.

Countersigned: September 21, 1977

Jerome O. Crowley
Authorized Representative

dls

RU7A PRINTED IN USA

MARGRP CDA dm - 0323

LS 003063

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corporation

Policy No.: 63-003-553
Endorsement No.: 6

In consideration of the premium charged, it is agreed that the insurance afforded by this policy shall not apply to any liability:

(1) Due to the leasing, chartering, renting, arranging, recommending, use or operation of any means of transportation by or for others as part of any travel, tour, chartered trip or travel plan,or

(2) caused by any breach of duty, negligent act, error or ommission, or failure in the arrangement of a travel plan for others by any insured or of any person for whose acts any insured is legally liable

and arising out of the conduct of any insured's business as a travel agent.

This endorsement to take effect on the 31st day of August 19 77 . All other terms and conditions remain unchanged.

LS 003064

Countersigned: September 21, 1977

Jerome O. Crowley
Authorized Representative

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corporation

Policy No.: 63 003 553
Endorsement No.: 7

In consideration of the premium charged, it is agreed that this policy shall not apply to any liability for property damage to:

(1) Real property owned or occupied by or rented to any insured,

(2) Real property used by any insured, or

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

This endorsement to take effect on the 31st day of August 19 77. All other terms and conditions remain unchanged.

Countersigned: September 21, 1977

Jerome O. Crowley
Authorized Representative

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corporation

Policy No.: 63 003 553
Endorsement No.: 8

In consideration of the premium charged, it is agreed that this policy shall not apply to any liability for property damage to:

(1) Property owned or occupied by or rented to any insured,

(2) Property used by any insured, or

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

This endorsement to take effect on the 31st day of August 1977. All other terms and conditions remain unchanged.

Countersigned: September 21, 1977

Jerome O. Crowley
Authorized Representative

RU7A PRINTED IN USA

MARGRP CDA dm - 0326

LS 003066

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corporation

Policy No.: 63 003 553
Endorsement No.: 9

In consideration of the premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of the rendering of, or the failure to render, professional services by or on behalf of any insured, for others, in any insureds capacity as an architect, engineer or surveyor, including, but not limited to, any negligent act, error, omission or mistake involving the preparation of surveys, maps, plans, designs or specifications or supervisory inspection or engineering services furnished in connection therewith.

This endorsement to take effect on the 31st day of August 19 77 . All other terms and conditions remain unchanged.

Countersigned: September 21, 1977

Jerome O. Crowley
Authorized Representative

RU7A PRINTED IN USA

MARGRP CDA dm - 0327

LS 003067

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corporation

Policy No.: 63-003-553
Endorsement No.: 10

In consideration of the premium charged, it is agreed that, as respects Tamarac Utilities, Inc., there is no coverage under this policy for any liability (including liability assumed under contract) arising out of or contributed to any complete or partial failure to supply electricity, or any liquid or gas petroleum products.

This endorsement to take effect on the 31st day of August 19 77. All other terms and conditions remain unchanged.

Countersigned: September 21, 1977

Jerome O. Crowley
Authorized Representative

RU7dls PRINTED IN USA

MARGRP CDA dm - 0328

LS 003068

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corporation

Policy No.: 63 003 553
Endorsement No.: 11

The word "Sales" as used under Item Number 4 of the Declarations means the gross amount of money charged by any insured or by the others trading under their 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 any insured and such others collect as a separate item and remit directly to a governmental division.

This endorsement to take effect on the 31st day of August 19 77 . All other terms and conditions remain unchanged.

Countersigned: September 21, 1977

Jerome O. Crowley
Authorized Representative

RU7A PRINTED IN USA

MARGRP CDA dm - 0329

LS 003069

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corporation

Policy No.: 63 003 553
Endorsement No.: 12

In consideration of the premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of a breach of duty or the rendering of or failure to render professional services in the conduct of any insured's business as a real estate agent or broker or any other person for whose act any insured is legally liable in the conduct of his business as a real estate agent.

It is further agreed that Endorsement #7 is deleted in its entirety.

This endorsement to take effect on the 31st day of August 19 77 . All other terms and conditions remain unchanged.

LS 003070

Countersigned: November 11, 1977

Authorized Representative

RU7A PRINTED IN USA

MARGRP CDA dm - 0330

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corporation

Policy No.: 63 003 553
Endorsement No.: 13

In consideration of the premium charged, it is agreed that Endorsement #1 is amended in part to read as follows:

1. Cerro-Marmon Corporation
2. The Marmon Group, Inc. (Michigan) (Subsidiary of Cerro-Marmon)
3. Marmon Industries, Inc.
4. The Colson Company
5. Lawrence Investments Ltd., including Lucayan Towers Maintenance Ltd.

All Divisions, subsidiaries, and affiliated companies over which named insured assets financial and/or operative control excluding the following:

Petterolf Coal Company
James M. Stott Company
Jenner Mining Company
Penn Pocabontas Coal Company
I.C.X.
Cerro Mining Company of Canada, Ltd., Primary Partners
Wells Lamont Corporation
The Housing Group
Fitzsimmons Steel Company
Amisa
Cerro Engineering Company
Dixon Glove and MayFair Sportswear, Inc.

This endorsement to take effect on the 31st day of August 19 77. All other terms and conditions remain unchanged.

Countersigned: November 11, 1977

Authorized Representative

Northbrook insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro - Marmon Corporation

Policy No.: 63 003 553
Endorsement No.: 15

It is agreed that such insurance as this policy affords to the Named Insured as shown in Item 1 of the Declarations, applies also to the Additional Named Insured(s) named below, subject to the following provisions:

1. The Named Insured as shown in Item 1 of the Declarations, is authorized to act for such Additional Named Insured(s) in all matters pertaining to this insurance, including receipt of notice of cancellation; and
2. Return premium, if any shall be paid to the Named Insured as shown in Item 1 of the Declarations and;
3. The Named Insured as shown in Item 1 of the Declarations, shall pay the premium for the insurance afforded the additional Named Insured(s): provided, that in the event of bankruptcy, or insolvency of the Named Insured as shown in Item 1 of the Declarations, each additional Named Insured shall be responsible for and shall pay to the company the premium for the insurance afforded such additional Named Insured.
4. The insurance applies with respect to the business operations of the additional Named Insured(s) in the state to which this policy applies.
5. The Named Insured as shown in Item 1 of the Declarations, declares that all firms named in the policy as additional Named Insureds or as additional Insureds are owned or financially controlled by the same interests.
6. It is further understood and agreed that the addition of one or more additional Named Insured shall not operate to increase the company's limits of liability.

NAMES OF ADDITIONAL NAMED INSUREDS

1. Long - Airdox Constrution Company

This endorsement to take effect on the 1st day of January 19 78 . All other terms and conditions remain unchanged.

LS 003072

Countersigned: February 23, 1978 jv

Authorized Representative

MARGRP CDA dm - 0332

RU7 PRINTED IN U.S.A.

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corporation

Policy No.: 63 003 553
Endorsement No.: 16

In consideration of the premium charged, it is agreed that, as respects Tarmac Utilities, Inc., there is no coverage under this policy for any liability (including liability assumed under contract) arising out of or contributed to any complete or partial failure to supply water.

It is further agreed that Endorsement #10 is deleted in its entirety.

Accepted by_____

This endorsement to take effect on the 31st day of August 19 77 . All other terms and conditions remain unchanged.

LS 003073

Countersigned: May 15, 1978 mm

Jerome D. Crowley
Authorized Representative

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corporation

Policy No.: 63 003 553
Endorsement No.: 17

In consideration of the premium charged, it is agreed that Item 4. "Computation of Premium" of the Declarations is amended in part to read as follows:

Computation of Premium: $0.3908 per $1,000 sales

It is further agreed that as respects "Computation of Premium", sales for Miles Metal, Cerro Sales Co., and LaSalle Travel are excluded from sales to be used for Audit Adjustment.

This endorsement to take effect on the 31st day of August 19 77 . All other terms and conditions remain unchanged.

LS 003074

Countersigned: May 15, 1978 mm

Authorized Representative

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corporation

Policy No.: 63 003 553
Endorsement No.: 18

In consideration of the premium charged, it is agreed that the "Schedule of Underlying Policies" is amended in part to read as follows:

CARRIER, POLICY NUMBER AND PERIOD

(2) Self Insured with Martin Boyer Providing Service Contract. Policy wording as previously established and on file with the company.

(3) Self Insured with Martin Boyer providing Service Contract. Policy wording as previously established and on file with the company.

(7) Self Insured with Martin Boyer providing Service Contract. Policy wording as previously established and on file with the Company.

This endorsement to take effect on the 31st day of August 19 77. All other terms and conditions remain unchanged.

LS 003075

Countersigned: May 15, 1978 mm

Authorized Representative

Northbrook Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corporation

Policy No.: 63 003 553
Endorsement No.: 19

In consideration of an additiona premium of $45,900.00 it is agreed that Endorsement #13 is amended to include the following:

6. Altamil Corporation

It is further agreed that Item 4 of the Declaration is amended in part to read as follows:

Minimum Premium: $441,900.00 Deposit Premium: $441,900.00

This endorsement to take effect on the 30th day of May 19 78 . All other terms and conditions remain unchanged.

Countersigned: June 22, 1978 mm

Jerome R. Crowley
Authorized Representative

MARGRP CDA dm - 0336

RU7A PRINTED IN USA

LS 003076

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro- Marmon Corporation

Policy No.: 63 003 553
Endorsement No.: 20 (Reissued)

Policy Period: August 31, 1977 to August 31, 1978
Adjustment Period: August 31, 1977 to August 31, 1978

Classification	Code or Rating Base	Amount	Rate	Earned Premium
Primary Umbrella Liability	Per $1,000 Sales	$1,020,804,888.00	$0.3908	$398,931.00
		Total Earned Premium:		$398,931.00

Deposit Premium: $441,900.00
Minimum Premium: $441,900.00
Total Earned Premium: $398,931.00
Additional Premium: Minimum Applies
Return Premium: Not Applicable

This endorsement to take effect on the 31st day of August 19 78 . All other terms and conditions remain unchanged.

LS 003077

Countersignature Date April 4, 1979
hj

Authorized Representative

MARGRP CDA dm - 0337

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NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Cerro-Marmon Corporation

Policy No.: 63 003 553
Endorsement No.: 21

In consideration of the premium charged, it is agreed that Item 3 of the "Schedule of Underlying Policies" is amended to read as follows:

Carrier, Policy Number and Period	Type of Policy	Applicable Limits
(3) Self insured with Martin Boyer providing Service Contract. Policy wording as previously established and on file with the Company	Products - Completed Operations for Rego Division of Goleanda Corporation	Combined Single Limit for Bodily Injury and Property Damage Combined $400,000 each occurrence $900,000 aggregate excess of $200,000 each occurrence Self Insured Retention

It is further agreed that Endorsement #14 is deleted in its entirety.

This endorsement to take effect on the 31st day of August 19 77. All other terms and conditions remain unchanged.

LS 003078

Countersignature Date March 5, 1980

Authorized Representative

MARGRP CDA dm - 0338

RUT-' PRINTED IN USA

Northbrook Insurance Company (hereinafter called the Company) agrees with the Named Insured, named in Item 1 of the Declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of this policy:

Insuring Agreements

I. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

A. imposed upon the Insured by law, or

B. assumed under contract or agreement by the Named Insured,

for damages on account of

A. Personal Injuries

B. Property Damage

C. Advertising Liability,

caused by or arising out of each Occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY

The Company shall only be liable for the Ultimate Net Loss in excess of either

A. the limits of the underlying insurances as set out in the attached SCHEDULE OF UNDERLYING POLICIES in respect of each Occurrence covered by said underlying insurances, or

B. the retained limit as stated in Declaration Item 2 (c) if the Occurrence is not covered by said underlying insurances, (hereinafter called the underlying limits),

and then only up to a further sum as stated in Item 2 (a) of the Declarations in all in respect of each Occurrence - subject to a limit as stated in Item 2 (b) of the Declarations in the aggregate

A. for each annual period during the currency of this policy, but

B. separately in respect of Products Liability and in respect of Personal Injury (fatal or nonfatal) by occupational disease sustained by any employes of the Insured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying limits by reason of losses paid thereunder, this policy, subject to all of its terms and conditions, shall

A. in the event of reduction pay the excess of the reduced underlying limit, or

B. in the event of exhaustion continue in force as underlying insurance.

Regardless of the number of

A. Insureds under this policy,

B. persons or organizations who sustain a loss,

C. claims made or suits brought on account of Personal Injury, Advertising Liability, or Property Damage, or

D. Automobiles, Aircraft or Watercraft to which this policy applies, the Limit of Liability stated in Item 2 (a) of the Declarations is the limit of the Company's liability for all Ultimate Net Loss as the result of any one Occurrence.

There is no limit to the number of Occurrences for which claims may be made, except that the Limit of Liability stated in Item 2 (b) of the Declarations is the total limit of the Company's liability for all Ultimate Net Loss in respect of all Personal Injury and Property Damage which occurs during the policy period and arising out of the products hazard or the completed operations hazard or both combined. If this policy is issued for more than one year, this aggregate limit of liability applies separately to each consecutive annual period of this policy, or if the last consecutive period is less than 12 months, to such period of less than 12 months. If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is specifically stated to be excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

III. SUPPLEMENTAL DEFENSE

It is agreed that with respect to any Occurrence covered only by the terms and conditions of this policy except for the amount of the retained limit, 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. 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, the cost of bail bonds required of the Insured in the event of accident or traffic law violation during the policy period, but without any obligation to apply for or furnish any such bond;

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;

and the amounts so incurred, except salaries of any permanent employes of the Insured or the Company, shall be included in the Ultimate Net Loss in computing the limit of the Company's liability but shall not be payable in addition to the limit of the Company's liability, and shall not be included in the retained limit.

In any country 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.

Definitions

This policy is subject to the following definitions:

I. NAMED INSURED

"Named Insured" shall be as stated in Item 1 of the Declarations forming a part hereof.

II. INSURED

"Insured" includes

A. the Named Insured, and, if the Named Insured is designated in Item 1 of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to the person's liability as such;

B. any officer, director, stockholder or employe of the Named Insured, while acting in the capacity as such, and any organization or proprietor with respect to real estate management for the Named Insured;

C. any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only to the extent of such obligation and in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or of facilities used by the Named Insured;

D. any additional insured (not being the Named Insured under this policy) included in the underlying insurances, subject to the provisions in Condition II, ADDITIONAL INSUREDS; but not for broader coverage than is available to such additional insured under any underlying insurances as set out in attached schedule;

E. with respect to any Automobile owned by the Named Insured or hired for use in behalf of the Named Insured, or to any Aircraft owned by or hired for use in behalf of the Named Insured, any person while using such Automobile or Aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the Automobile or Aircraft is with the permission of the Named Insured. The insurance extended by this subdivision (E.) with respect to any person or organization other than the Named Insured shall not apply

1. to any person or organization, or to any agent or employe thereof, operating an Automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any Occurrence arising out of the operation thereof;

2. to any manufacturer of Aircraft, Aircraft engines, or aviation accessories, or to any aviation sales, service or repair organization, or to any airport or hangar operator, or to any of their respective employes or agents with respect to any Occurrence arising out of any of the aforementioned;

3. with respect to any hired Automobile or Aircraft, to the owner thereof or any employe of such owner. This subdivision (E.) shall not apply to the extent that it restricts insurance which is afforded by subdivision D of this paragraph;

4. with respect to any non-owned Automobile, to any officer, director, stockholder, partner or employe of the Named Insured if such Automobile is owned in full or in part by such person or a member of that person's household.

III. PERSONAL INJURIES

"Personal Injury" means bodily injury (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any advertising activities and which results in an Occurrence during the policy period.

IV. PROPERTY DAMAGE

"Property Damage" shall mean loss of or direct damage to or destruction of tangible property (other than property owned by any Insured) and which results in an Occurrence during the policy period.

V. ADVERTISING LIABILITY

"Advertising Liability" wherever used herein shall mean

A. libel, slander or defamation,

B. any infringement of copyright or of title or of slogan,

C. piracy or unfair competition or idea misappropriation under an implied contract, or

D. any invasion of right of privacy

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities and which results in an Occurrence during the policy period.

VI. OCCURRENCE

"Occurrence" means an accident, event or happening including continuous or repeated exposure to conditions which results, during the policy period, in Personal Injury, Property Damage or Advertising Liability neither expected nor intended from the standpoint of the Insured. Assault and battery committed by, at the direction of or on behalf of any Insured for the purpose of protecting the person or property of any Insured or of others shall be deemed to be an Occurrence. All such Personal Injury, Property Damage or Advertising Injury caused by one event or by continuous or repeated exposure to substantially the same conditions shall be deemed to result from one Occurrence.

VII. DAMAGES

"Damages" includes damages for death and for care and loss of services resulting from Personal Injury and damages for loss of use of property resulting from Property Damage and damage to intangible property resulting from Advertising Liability.

VIII. ULTIMATE NET LOSS

"Ultimate Net Loss" shall mean the total sum which the Insured, or the Insured's underlying insurance as scheduled, or both, become obligated to pay by reason of Personal Injuries, Property Damage or Advertising Liability claims, either through adjudication or compromise, and shall also include expenses consisting of: hospital, medical and funeral charges; all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for docotors, lawyers, nurses, and investigators and other persons; litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any Occurrence covered hereunder. The salaries of the Insured's or of any underlying insurer's permanent employes shall be excluded.

The Company shall not be liable for such expenses as aforesaid when coverage for the payment of such expenses is included in other valid and collectible insurance.

IX. AUTOMOBILE

"Automobile" means a vehicle designed for travel principally on the land, but does not include a Hovercraft.

A. "Hired Automobile" means an automobile not owned by the Named Insured or by any member of the same household that is used under contract in behalf of, or loaned to, the Named Insured, provided such automobile is not owned in whole or in part by or registered in the name of

1. any executive officer or director of the Named Insured or any member of the household of such officer or director or

2. an employe or agent of the Named Insured who is granted an operating allowance of any sort for the use of such automobile or any member of the household of such employe or agent;

B. "Non-owned Automobile" means an automobile that is neither owned, hired, nor a temporary substitute automobile;

C. "Owned Automobile" means an automobile owned in whole or in part by the Named Insured or by any member of the same household and a temporary substitute automobile.

D. "Temporary Substitute Automobile" means an automobile not owned in whole or in part by the Named Insured or by any resident of the same household, while temporarily used with the permission of the owner as a substitute for an owned automobile when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction.

X. AIRCRAFT

"Aircraft" means a heavier-then-air vehicle containing an internal power source and designed for travel principally in the air, but does not include a Hovercraft.

A. "Hired Aircraft" means an aircraft not owned by any Insured or by any member of the household of any Insured that is used under contract in behalf of, or loaned to, the Insured for a period not exceeding one calendar month and for which the owner or lessor thereof furnishes all members of the operating crew, provided such aircraft is not owned in whole or in part by or registered in the name of any executive officer or director of any Insured or any member of the household of such officer or director.

B. "Non-Owned Aircraft" means an aircraft that is neither owned, hired, nor a temporary substitute aircraft.

C. "Owned Aircraft" means an aircraft

1. owned in whole or in part by or registered in the name of any Insured or any resident of the household of any Insured and a temporary subsitute aircraft, or

2. used under contract in behalf of, or loaned to, any Insured for a period exceeding one calendar month.

D. "Temporary Substitute Aircraft" means an aircraft not owned in whole or in part by or registered in the name of any Insured or any resident of the household of any Insured while temporarily used with permission of the owner as a substitute for an owned aircraft when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction.

XI. WATERCRAFT

"Watercraft" means a vehicle designed for travel principally on the water, and includes a Hovercraft.

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XII. HOVERCRAFT

"Hovercraft" means a vehicle designed to operate in the air above land or water utilizing the ground effect principle.

XIII. PRODUCTS LIABILITY

"Products Liability" means liability arising out of products hazard and/or completed operations hazard.

A. Products hazard means liability arising out of goods or products manufactured, sold, handled or distributed by the Insured or by others trading under the Insured's name (hereinafter called "the Insured's products") if the Occurrence occurs after possession of such goods or products has been relinquished to others by the Insured or by others trading under the Insured's name and if such Occurrence occurs away from premises owned, rented, or controlled by the Insured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, (including, but not limited to, Automobile, Aircraft, Watercraft, Hovercraft), 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.

B. Completed operations hazard means liability arising out of operations, if the Occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the 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:

1. pick-up or delivery, except from or onto a railroad car,
2. the maintenance of vehicles (including, but not limited to, Automobile, Aircraft, Watercraft, Hovercraft), owned or used by or in behalf of the Insured,
3. the existence of tools, uninstalled equipment and abandoned or unused materials.

XIV. ANNUAL PERIOD

"Annual Period" means the twelve-month period following the policy effective date or following any anniversary date thereof falling within the policy period, or if the policy period between the policy effective date or any anniversary date and the termination of this policy is less than twelve months, such lesser period.

XV. AIRCRAFT PRODUCTS

"Aircraft Products" means Aircraft (including missiles or spacecraft and any ground support or control equipment used therewith), Aircraft parts and goods or products installed in or on Aircraft or used in connection with Aircraft, manufactured, sold, handled or distributed by the Named Insured or by others trading under the Insured's name. "Aircraft Products" includes tooling used in the manufacture of Aircraft products, and also includes ground handling tools and equipment, training aids, instructions, manuals, blueprints, engineering and other data, engineering and other advice and services and labor relating to aircraft products.

XVI. GROUNDING

"Grounding" means the withdrawal, at or about the same time, in the interest of safety, of one or more Aircraft from flight operations because of a like condition or suspicion thereof in two or more such Aircraft whether such aircraft so withdrawn are owned or operated by the same or different persons, firms or corporations. A grounding shall be deemed to commence on the date of an accident or Occurrence which discloses such condition, or on the date an Aircraft is first withdrawn from service on account of such condition, whichever first occurs.

Exclusions

This policy shall not apply

A. to any obligation for which the Insured or its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law; provided, however, that this exclusion does not apply to liability of others assumed by the Named Insured under valid contract or agreement;

B. 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;

C. to claims made against the Insured:

1. on account of Personal Injuries or Property Damage resulting from the failure of the Insured's products or work completed by or for the Insured to perform the function or serve the purpose intended by the 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 (C. 1.) does not apply to Personal Injuries or Property Damage resulting from the active malfunctioning of such products or work;
2. on account of Property Damage to the Insured's products arising out of such products or any part of such products;
3. on account of Property Damage to work performed by or on behalf of the Insured arising out of the work or any portion thereof, or out of materials, parts of equipment furnished in connection therewith;
4. 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;

D. with respect to advertising liability, to claims made against the Insured for

1. failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
2. infringement of registered trade marks, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

3. incorrect description of any article or commodity;

4. mistake in advertised price;

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

F. to any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, sex, color or national origin;

G. to Personal Injury or Property Damage arising out of Aircraft Products and/or all sums which any insured shall become legally obligated to pay as damages resulting in or from Grounding of any Aircraft;

H. to Property Damage to property owned by any Insured;

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

J. to any liability arising out of any statute, law, ordinance or regulation regarding requirements for uninsured motorist liability;

K.

1. under any liability coverage, to injury, sickness, disease, death or destruction:

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

   b. resulting from the hazardous properties of nuclear material and with respect to which

      (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

      (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization;

2. under any medical payments coverage, or under any supplementary payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

3. under any liability coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

   a. the nuclear material

      (1) is at any nuclear facility owned or operated by or on behalf of, an Insured or

      (2) has been discharged or dispensed therefrom;

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

   c. the injury, sickness, disease, death, or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this policy,

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

   b. "nuclear material" means source material, special nuclear material or byproduct material;

   c. "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;

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

   e. "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 (f. 1.) or (f. 2.) thereof;

f. "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;

g. "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;

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

Except insofar as coverage is available to the Insured under the underlying insurances, set out in the attached schedule, this policy shall not apply

L. to the liability of any Insured hereunder for assault and battery committed by or at the direction of such Insured except liability for Personal Injuries resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of Aircraft, or for the purpose of preventing Personal Injuries or Property Damage; provided, however, that this exclusion shall not apply to the liability of the Named Insured for Personal Injury to their employes, unless such liability is already excluded under Exclusion A. above;

M. with respect to any aircraft which is owned, non-owned, hired or temporary substitute in whole or in part, by any Insured; however, this exclusion shall not apply to the liability of the Named Insured for personal injury to their employes, unless such liability is already excluded under Exclusion A. above;

N. with respect to any watercraft which is owned by any Insured and away from premises owned, rented or controlled by an Insured; however, this exclusion shall not apply to the liability of the Named Insured for Personal Injury to their employes, unless such liability is already excluded under Exclusion A. above;

O. to any employe with respect to injury to or the death of another employe of the same Employer injured in the course of such employment;

P. to punitive or exemplary damages awarded against any Insured.

Conditions

This policy is subject to the following conditions:

I. PREMIUM

If the premium is stated in the Declarations as a flat premium charge, the premium is not subject to adjustment except as hereinafter provided.

If the premium is stated in the Declarations as other than a flat premium charge, the deposit premium is an advance premium 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 Item 5 of the Declarations as the Audit Reporting Period the earned premium for such period shall be computed in accordance with the rates and minimum premium stated in the Declarations, 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.

Appropriate additional premium shall be payable with respect to any additional Named Insured and any person who or organization which becomes an Insured under the provisions of Condition II, ADDITIONAL INSUREDS.

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.

II. ADDITIONAL INSUREDS

In the event of additional Insureds being added to the Coverage under the underlying insurances during currency of this policy, prompt notice shall be given to the Company, who shall be entitled to charge an appropriate additional premium.

III. PRIOR INSURANCE AND NONCUMULATION 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

MARGRP CDA dm - 0344

LS 003084

the inception date hereof the limit of liability hereon as stated in Item 2 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

IV. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE

As regards Personal Injury (fatal or nonfatal) by occupational disease sustained by any employe of the Insured, this policy, while in force, is subject to the same warranties, terms and conditions (except as regards the premium, the amounts and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an Occurrence for which claim is made hereunder.

V. 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 or healthful, or are in compliance with any law, rule or regulation.

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 or within one year after final settlement of all claims arising out of Personal Injury or Property Damage which occurs during the period of this policy as far as they relate to the subject matter of this insurance.

VI. CROSS LIABILITY

In the event of claims being made by reason of Personal Injury suffered by any employe of one Insured hereunder for which another Insured hereunder is or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

In the event of claims being made by reason of damage to property belonging to any Insured hereunder for which another Insured is, or may be, liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Insuring Agreement, Item II.

VII. NOTICE OF OCCURRENCE

Whenever the Insured has information from which the Insured may reasonably conclude that an Occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this policy, notice shall be sent to the Company at its Home Office as soon as practicable, provided, however, that failure to give notice of any Occurrence which at the time of the occurrence 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.

VIII. ASSISTANCE AND COOPERATION

Except as noted under Insuring Agreement, Item III, SUPPLEMENTAL DEFENSE, the Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an Occurrence where the claim or suit involves, or appears reasonably likely to involve the Company. In such event, the Insured and the Company shall cooperate in all things in the defense of such claim, suit or proceeding and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

IX. APPEALS

In the event that the Insured or the Insured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at its own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of the Company for the Ultimate Net Loss exceed the amount set forth in Item 2 of the Declarations, for any one Occurrence plus the cost and expense of such appeal.

X. LOSS PAYABLE

Liability under this policy with respect to any Occurrence shall not attach unless and until the Insured, or the Insured's underlying insurer, shall have paid the amount of the underlying limits on account of such Occurrence. The Insured shall make a definite claim for any loss for which the Company may be liable under this policy within twelve (12) months after the Insured shall have paid an amount of Ultimate Net Loss in excess of the amount borne by the Insured or after the Insured's liability shall have been fixed and rendered certain either by final judgment against the Insured after actual trial or by written agreement of the Insured, the claimant, and the Company. If any subsequent payments shall be made by the Insured on account of the same Occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

XI. 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.

XII. SUBROGATION

Inasmuch as this policy is excess coverage, the Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Company is then to be reimbursed out of any balance then

remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

XIII. CHANGES

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by a duly authorized representative of the Company.

XIV. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon.

XV. CANCELLATION

This policy may be cancelled by the Named Insured or by the Company by sending by registered or certified mail 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 to the Named Insured at the address shown in Item 1 of the Declarations this policy shall be sufficient proof of notice, and the policy period 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 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 made no payment or tender of return premium with such notice.

XVI. CONFLICTING STATUTES

In the event that any provision of this policy is unenforceable by the Insured under the laws of any state or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of noncompliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

XVII. SERVICE OF SUIT CLAUSE

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 officers specified for that purpose in the statute, or that person's 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 as the person to whom the said officer is authorized to mail such process or a true copy thereof.

XVIII. MAINTENANCE OF AND RESTRICTIONS IN UNDERLYING POLICIES

It is a condition of this policy that the policy or policies referred to in the attached SCHEDULE OF UNDERLYING POLICIES shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or Occurrences occurring during the period of this policy. Failure of the Named Insured to comply with the foregoing shall not invalidate this policy but in the event of such failures, the Company shall only be liable to the same extent as it would have been had the Named Insured complied with the said condition.

XIX. NONCUMULATION OF LIABILITY - SAME OCCURRENCE

If the same Occurrence gives rise to Personal Injury, Property Damage or Advertising Liability that occurs partly before and partly within any one annual period, the limit of liability applicable to each such Occurrence and any aggregate limit of liability applicable to such injury or damage shall be reduced by the amount of all payments made by the Company with respect to such Occurrence, either under a previous policy or policies issued by the Company of which this is a replacement, or under this policy with respect to previous annual periods thereof.

XX. FIRST NAMED INSURED

The Named Insured shall be primarily 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 signed by its Secretary and its President and countersigned on the Declarations page by an authorized representative.

Myron J. Resnick
Secretary

[signature]
President

MARGRP CDA dm - 0346

LS 003086

STOCK COMPANY

FIRST STATE
INSURANCE COMPANY

WILMINGTON, DELAWARE

Named Insured and Mailing Address

THE MARMON GROUP, INC., et al
(See Endorsement #1)
39 South La Salle Street
Chicago, Illinois 60603

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

MARGRP CDA dm - 0347

LS 003087

No. 924822

DECLARATIONS — SPECIAL COVERAGE POLICY

STOCK COMPANY

Renewal of No.

NEW

FIRST STATE
INSURANCE COMPANY

WILMINGTON, DELAWARE

Administrative Offices: 60 Batterymarch Street, Boston, Massachusetts 02110

Named Insured and Mailing Address

THE MARMON GROUP, INC., et al
(See Endorsement #1)
39 South La Salle Street
Chicago, Illinois 60603

NOTICE TO POLICYHOLDER

THIS CONTRACT IS ISSUED, PURSUANT TO SECTION 445 OF THE ILLINOIS INSURANCE CODE, BY AN INSURER NOT AUTHORIZED AND LICENSED TO TRANSACT BUSINESS IN ILLINOIS AND AS SUCH IS NOT COVERED BY THE ILLINOIS INSURANCE GUARANTY FUND.

Item 1. Policy Period: From February 1, 1979 To August 31, 1979

12:01 A.M., Standard Time at the address of the named Insured as stated herein.

Item 2. Premium: Advance Premium: $ 40,749. (P/R of $70,500.)
Rate: - - -

Minimum Premium: $ 40,749. (P/R of $70,500.)

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 Liability

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.

$15,000,000. Combined Single Limit Bodily Injury and/or Property Damage each occurrence and in the aggregate.

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.

Countersigned by: Cameron & Colby Co.
By _____
Authorized

Date of Issue February 15, 1979

gp

MARGRP CDA dm - 0348

C-140

LS 003088

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:

NORTHBROOK EXCESS & SURPLUS INSURANCE CO. - POLICY NO. 63 004 966

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) $ 25,000,000. ultimate net loss in respect of each occurrence, but

(b) $ 25,000,000. 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 liabile to pay only the excess thereof up to a further

(c) $ 15,000,000. ultimate net loss in all in respect of each occurrence - subject to a limit of

(d) $ 15,000,000. 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 the 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 liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

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

ENDORSEMENT #1

It is hereby understood and agreed that the Named Insured is to read as follows:

1. The Marmon Group, Inc.
2. Marmon Industries, Inc.
3. Altamil Corporation
   All Divisions, Subsidiaries, and Affiliated Companies over which the Named Insured asserts financial and/or operative control exeiuding the following:

   a. Fetterclf Coal & Construction Inc.
   b. M. F. Fetterolf Coal Co., Inc.
   c. M. F. Land Company, Inc.
   d. Cerro Mining Company of Canada Limited
   e. G. M. & W. Coal Co.
   f. James M. Stott Coal Co.
   g. Penn Pocahontas Coal Co.
   h. Calvert Coal Company
   i. The Housing Group

This endorsement to take effect on the 1st day of February, 1979. All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 924822 of FIRST STATE INSURANCE COMPANY.

Issued to: THE MARMON GROUP, INC., ETAL
2-21-79 bh

Cameron & Colby Co.

Authorized

MARGRP CDA dm - 0351

LS 003091

ENDORSEMENT # 2

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.

Attached to and forming part of Policy No. 924822 of the FIRST STATE INSURANCE COMPANY.

Cameron & Dolby Co.

By: by .....
Authorized Agent

2-15-79
C 47 gp

ENDORSEMENT #3

EXCESS WORKMEN'S COMPENSATION EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed, that this policy shall not apply 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.

This endorsement to take effect on the 1st day of February 1979.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 924822 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

2-15-79
gp

Cameron & Colby Co.
By ..... Authorized

MARGRP CDA dm - 0353

LS 003093

ENDORSEMENT #4

AIRCRAFT PRODUCTS EXCLUSION

(Absolute)

This policy does not apply to claims made against the Insured for Products Liability as defined herein arising out of Aircraft Products. The term "Aircraft Products" means aircraft (including missiles or spacecraft and any ground support or control equipment used therewith), and any article furnished by the Insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, including ground handling tools and equipment, and also means training aids, instructions, manuals, blueprints, engineering or other data, engineering or other advice, and services and labor relating to such aircraft or articles.

This endorsement to take effect on the 1st day of February 1979. All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 924822 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

2-15-79
gp

Cameron & Colby Co.
By ..... Authorized

MARGRP CDA dm - 0354

LS 003094

ENDORSEMENT #5

EXCLUSION

(Contamination or Pollution)

It is agreed that the insurance 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.

This endorsement to take effect on the 1st day of February 1979.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 924822 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

2-15-79
gp

Cameron & Colby Co.
By ..... Authorized

MARGRP CDA dm - 0355

LS 003095

ENDORSEMENT #6

ERISA EXCLUSION

It is hereby understood and agreed that the coverage hereunder does not apply:

> "To any claim based upon any actual or alleged error or omission or breach of duty, committed or alleged to have been committed in the discharge of Fiduciary duties, obligations, or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974 or amendments thereto."

This endorsement to take effect on the 1st day of February 1979.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 924822 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

Cameron & Colby Co.
By ..... Authorized

2-15-79
gp

MARGRP CDA dm - 0356

LS 003096

ENDORSEMENT #7

AMENDATORY CANCELLATION AND NONRENEWAL ENDORSEMENT
(ILLINOIS)

1. The cancellation provision of this policy is amended as follows:
   A. Cancellation for Nonpayment of Premium:
      If the Insured fails to discharge when due, any of his obligations in connection with the payment of premiums or any installment of such premium, whether payable directly to this Company or its agent, this policy may be cancelled by this Company only by mailing to the insured at the last mailing address known by the Company written notice of cancellation at least 10 days prior to the effective date of cancellation.
   B. Cancellation of Policies in effect less than 181 days:
      If this policy has been in effect less than 181 days, it may be cancelled by this Company, for any reason other than nonpayment of premium, only by mailing to the Insured at the last mailing address known by the Company written notice of cancellation at least 15 days prior to the effective date of cancellation.
   C. Cancellation of Policies in effect 181 days or more:
      If this policy has been in effect 181 days or more, it may be cancelled by this Company, for any reason other than nonpayment of premium, only by mailing to the Insured at the last mailing address known by the Company written notice of cancellation at least 30 days prior to the effective date of cancellation.

2. The following provision is added:
   Nonrenewal of Policy:
   If this Company elects not to renew this policy, it shall mail to the insured at the last mailing address known by the Company written notice of nonrenewal at least 30 days prior to the expiration date of this policy.

This endorsement to take effect on the 1st day of February 1979.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 924822 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

2-15-79
gp

Cameron & Colby Co.
By ..... Authorized

MARGRP CDA dm - 0357

LS 003097

ENDORSEMENT #8

In consideration of an additional premium of $4,440. (p/r of $10,000.), it is agreed that Endorsement #1, Named Insured, is amended to include the following:

Cerro Marmon Coal Group
and all subsidiaries on
file with the underwriters.

This endorsement to take effect on the 22nd day of March 1979.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 924822 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

6-13-79
gp

Cameron & Colby Co.
By
Authorized

MARGRP CDA dm - 0358

LS 003098

ENDORSEMENT #9

In consideration of the premium charged, it is agreed that coverage provided by this policy shall not apply to:

Employers Liability

This endorsement to take effect on the 22nd day of March 1979.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 924822 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

6-13-79
GP

Cameron & Colby Co.

Authorized

MARGRP CDA dm - 0359

LS 003099

ENDORSEMENT #10

In consideration of the premium charged, it is agreed that there is no coverage under this policy for any liability resulting from any occupational disease, including Black Lung disease, sustained by any employees of Cerro Marmon Coal Group and all subsidiaries on file with the underwriters.

This endorsement to take effect on the 22nd day of March 1979.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 924822 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

6-13-79
gp

Cameron & Colby Co.

Authorized

MARGRP CDA dm - 0360

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ENDORSEMENT #11

COAL MINE LIMITATION ENDORSEMENT

It is agreed that such insurance as is afforded by the policy arising out of the operation of a surface coal mine for Property Damage 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 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.

2. The policy does not apply 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.

3. Except insofar as coverage is available to the insured in the underlying insurance as set forth in Schedule of Underlying Insurances of the policy, this policy shall not apply under Coverage 1 (B) to:

   (A) Injury to or destruction of any property 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

ENDORSEMENT #11

COAL MINE LIMITATION ENDORSEMENT (cont'd.)

(ii) The collapse of or structural injury to any building or structure due to (AA) grading of land, excavation, burrowing, filling or back-filling, tunneling, pile driving, coffer-dam work or caisson work, or (BB) to moving, shoring, underpinning, raising or demolition or 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, back-filling or pile driving, or to injury to or destruction of property at any time resulting therefrom.

4. The policy does not apply to Property Damage caused by seepage, pollution or contamination unless:

a) such seepage, pollution or contamination is caused by accident and results in Property Damage during the period of the policy; or

b) subsequent to seepage, pollution, or contamination, an accident ensues which causes Property Damage during the period of the policy and then only for Property Damage proximately caused by such an accident.

5. The policy does not apply to liability for restoration, reclamation, back-filling, grading, planting, covering or other modification of mine workings, high walls, spoil banks, haulage ways or streams.

It is agreed that the policy does not apply to mining operations at any location other than that at which mining operations were being conducted at the inception of the policy unless the insured has notified the company of the commencement of such operations, and the company has issued an endorsement to the policy extending it to such operations.

This endorsement to take effect on the 22nd day of March 1979.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 924822 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

6-13-79
gp

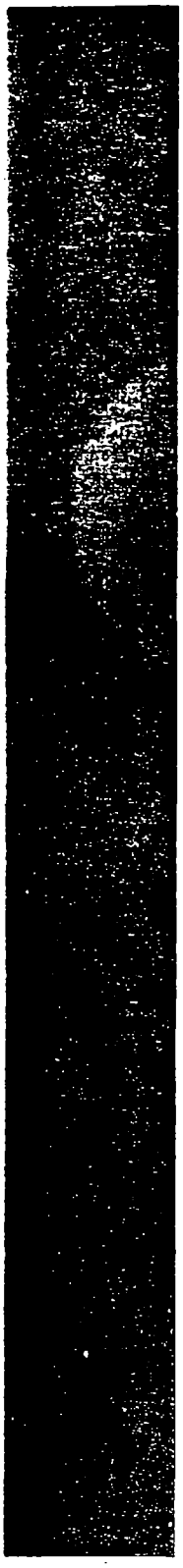
Cameron & Colby Co.
by _____
Authorized

MARGRP CDA dm - 0362

LS 003102

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115

LIFE & CASUALTY



Insurance planned for your protection by

(90985) 3-70

Cat. 211974
Printed in U.S.A.

*Trademark of
The Ætna Casualty and Surety Company
and its associated companies

MARGRP CDA dm - 0363

LS 003103

Aetna
LIFE & CASUALTY

EXCESS OVERLAYER
INDEMNITY POLICY

THE ÆTNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115
(a stock insurance company, herein called "Ætna Casualty")

IN CONSIDERATION of the payment of the premium and subject to all of the terms of this policy, agrees with the Insured named in the declarations as follows:

POLICY NO. 08 XN 154 WCA

Section 1. DECLARATIONS

NAMED INSURED AND ADDRESS

THE MARMON GROUP, INC.
39 SOUTH LASALLE STREET
CHICAGO, ILLINOIS 60603

POLICY PERIOD:

From 6-15-79 To 8-31-79
12:01 A.M. standard time at the address of Insured

PREMIUM:

☒ Flat charge

☐ Adjustable at a rate of

_____ per $____ of _____

Minimum Premium _____

Total Advance Premium $2532.

3 Year Policy Installments

1st Anniversary _____

2nd Anniversary _____

LIMITS OF LIABILITY:

$10,000,000 EACH OCCURRENCE

$10,000,000 ANNUAL AGGREGATE

ENDORSEMENTS: 1. Broad Form Nuclear Energy Exclusion, Form No. 13113-A
2. EXCLUSION-CONTAMINATION OR POLLUTION XN-13106-4
3. AMENDMENT OF DISCRIMINATION COVERAGE XN-13106-6
4. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY(1) XN-13123

Section 2. INDEMNITY AGREEMENT

ÆTNA CASUALTY will idemnify the INSURED against EXCESS NET LOSS arising out of an accident or occurrence during the policy period, subject to the limits of liability stated in Section 1. and to all of the terms of this policy.

"INSURED" means any person or organization who qualifies as an Insured under the terms of the Controlling Underlying Insurance.

"EXCESS NET LOSS" means that part of the total of all sums which the INSURED becomes legally obligated to pay or has paid, as damages on account of any one accident or occurrence, and which would be covered by the terms of the Controlling Underlying Insurance, if written without any limit of liability, less realized recoveries and salvages, which is in excess of any self-insured retention and the total of the applicable limits of liability of all policies described in Section 3. Schedule of Underlying Insurance; whether or not such policies are in force.

Loss shall not include any costs or expense in connection with the investigation or defense of claims or suits, or interest on any judgment which accrues after entry of the judgment.

Date_____ Countersigned by _____
Authorized Representative

TION 3. SCHEDULE OF UNDERLYING JRANCE

(Each policy or group of quota-share policies listed is excess of all policies listed below it.)

POLICY NUMBER	INSURER	COVERAGE	LIMITS OF LIABILITY EACH PERSON	EACH OCCURRENCE	AGGREGATE
		EXCESS			
TBD	VARIOUS	EXCESS INDEMNITY -		20,000,000	20,000,000
TBD	FIRST STATE	EXCESS INDEMNITY -		15,000,000	15,000,000
63004966	NORTHBROOK	UMBRELLA LIABILITY -		25,000,000	25,000,000
		PRIMARY			
PER SCHEDULE OF UNDERLYING INSURANCE SHOWN IN POLICY NUMBER 63004966 ISSUED BY NORTHBROOK					

CONTROLLING INSURANCE

63004966 NORTHBROOK UMBRELLA LIABILITY

This schedule applies to the above policies and any renewals or replacements thereof.

(XN-13106-2) (2)

MARGRP CDA dm - 0366

LS 003106

Section 4. CONDITIONS

LIMITS OF LIABILITY Ætna Casualty shall not be liable for more than the amount of the limits stated in Section 1. with respect to EXCESS NET LOSS resulting from any one accident or occurrence; provided

1. if limits of liability are separately stated as applicable to certain kinds of loss, such limits shall apply separately to that part of such loss which is in excess of the total of the limits of liability of the underlying insurance policies applicable to the same kind of loss;
2. if a single limit of liability is stated, such limit shall apply to that part of all loss which is in excess of the total of the applicable limits of liability of the underlying insurance policies; and
3. if any limit of liability so stated is expressed as a quota-share percentage of a stated amount of excess loss, Ætna Casualty shall not be liable for more than that percentage of any loss, to which this policy applies.

NOTICES Notices, as required to be given to the primary insurer, shall also be given to Ætna Casualty in the event of any accident, occurrence, claim or suit which is reasonably likely to give rise to a claim for indemnity under this policy.

The INSURED shall give Ætna Casualty notice of any change in or termination of underlying insurance, including notice of exhaustion of any aggregate limit, copies of endorsements and audits of premiums earned.

ASSISTANCE AND COOPERATION Ætna Casualty shall not be called upon to assume charge of the settlement or defense of any claims made, or suits brought or proceedings instituted against the INSURED but Ætna Casualty shall have the right and shall be given the opportunity to associate with the INSURED or the INSURED'S underlying insurers, or both, in the defense and control of any claim, suit or proceeding where the claim or suit involves or appears reasonably likely to involve Ætna Casualty, in which event the INSURED and Ætna Casualty shall cooperate in all things in the defense of such claim, suit or proceeding.

APPEALS In the event the INSURED or any underlying insurer elects not to appeal a judgment which exceeds the underlying limit, Ætna Casualty may elect to do so. Ætna Casualty shall be liable, in addition to the applicable limit of liability, for all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

ACTION AGAINST ÆTNA CASUALTY No action shall lie against Ætna Casualty 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 or by written agreement of the INSURED, the claimant and Ætna Casualty. Bankruptcy or insolvency of the INSURED shall not relieve Ætna Casualty of any of its obligations hereunder.

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 Ætna Casualty as a party to any action against the INSURED to determine the INSURED'S liability, nor shall Ætna Casualty be impleaded by the INSURED or his legal representative.

SUBROGATION In the event of any payment under this policy, Ætna Casualty shall participate with the INSURED and the underlying insurers in the exercise of all the INSURED'S rights of recovery against any person or organization liable therefor. 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 Ætna Casualty's liability, hereunder; then to reimburse Ætna Casualty and any other insurer with which it may be participating on a quota-share basis, up to the amount paid hereunder; and lastly to reimburse those interests (including the INSURED), as to which this insurance is excess, who are entitled to claim the residue, if any; but a different apportionment may be made to effect settlement of a claim by agreement executed 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.

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 Ætna Casualty 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 the President, a Vice President, Assistant Vice President, Secretary or Assistant Secretary of Ætna Casualty.

ASSIGNMENT Assignment of interest under this policy shall not bind Ætna Casualty until its consent is endorsed hereon.

CANCELLATION This policy may be cancelled by the INSURED named in Section 1. by mailing to Ætna Casualty written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by Ætna Casualty by mailing to the INSURED first named in Section 1. 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.

If such INSURED cancels, earned premium shall be computed short rate; if Ætna Casualty cancels, earned premium shall be computed prorata; but payment or tender of unearned premium is not a condition of cancellation.

IN WITNESS WHEREOF, THE ÆTNA CASUALTY AND SURETY COMPANY has caused this policy to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.

William O. Bailey
President

Stephen B. Middlebrooks
Secretary

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

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.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Ætna Casualty and Surety Company
Hartford, Connecticut

ENDORSEMENT NO. 1

Donald M Johnson
President.

For attachment to the following policy forms:
(CA, JC, JS, AL, SJ, MP, JP, CJ, SK, GS, PS, LC, DR, DP, DG, DB, DH, DO)

(13113-A)

CAT. 001902
PRINTED IN U.S.A.

MARGRP CDA dm - 0368

LS 003108

EXCESS OVERLAYER INDEMNITY POLICY
(EXCLUSION-CONTAMINATION OR POLLUTION)

It is agreed that the policy does not apply to EXCESS NET LOSS 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.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | Policy No. | Endorsement No. 2

Named Insured

Additional Premium $ | Return Premium $

	BI	PD
In Advance $		$
1st Anniv. $		$
2nd Anniv. $		$

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

EXC ' OVERLAYER INDEMNITY POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE PERSONAL INJURY LIABILITY COVERAGE DOES NOT APPLY TO INJURIES SUSTAINED BY ANY PERSON AS A RESULT OF DISCRIMINATION DIRECTLY OR INDIRECTLY RELATED TO THE EMPLOYMENT OF SUCH PERSON BY THE INSURED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | Policy No. | Endorsement No. 3

Named Insured

Additional Premium $ | Return Premium $

	BI	PD
In Advance $	$	
1st Anniv. $	$	
2nd Anniv. $	$	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

(XN-13106-6)

MARGRP CDA dm - 0370

LS 003110

EXCESS OVERLAYER INDEMNITY POLICY
Prior Insurance and Non-Cumulation of Liability (I)

It is agreed that in determining "Excess Net Loss" the applicable limits of all policies described in Section 3, Schedule of Underlying Insurance (hereinafter Schedule), will be deemed to be the amounts specified in said Schedule, unreduced by any provision in any policy contained in said Schedule providing for reduction of limits with respect to any payments due under any other policy described in said Schedule.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No. 4	
Named Insured			
Additional Premium $	Return Premium $	BI	PD
		In Advance $	$
		1st Anniv. $	$
		2nd Anniv. $	$

Countersigned by _____
(Authorized Representative)

(XN-13123) ED. 10-78

PRINTED IN U.S.A.

MARGRP CDA dm - 0371

LS 003111

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative.

Secretary

President

MARGRP CDA dm - 0372

LS 003112

	PREFIX	POLICY NUMBER
[redacted]	RDX	416-97-01

NAMED INSURED & ADDRESS: (Number & Street, Town, County & State)

MARMON GROUP, INC.
(AS PER ENDORSEMENT #1)
39 SOUTH LA SALLE ST.
CHICAGO, ILL. 60603

Columbia Casualty Company

INSURANCE FROM CNA

Offices/Chicago, Illinois

MARGRP CDA dm - 0373

LS 003113

EXCESS THIRD PARTY LIABILITY POLICY

INSURANCE FROM CNA
55 E. Jackson Blvd.
Chicago, Illinois 60604
Columbia Casualty Company
(A stock insurance company, herein called the company)

Item

DECLARATIONS

1.

PRODUCER NO.	BRANCH	PREFIX	POLICY NUMBER
037982	885	RDX	416-97-01

NAMED INSURED & ADDRESS: (Number & Street, Town, County & State)
MARMON GROUP, INC.
(AS PER ENDORSEMENT #1)
39 SOUTH LA SALLE ST.
CHICAGO, ILL. 60603

2. Policy Period: (hereinafter called "this policy period") 6/15/79 To: 8/31/80 — 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN.

3. Schedule of Underlying Insurance: Insurer and Policy Number
AS PER ENDORSEMENT #2

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.

COLUMN I — Company Limits	IN EXCESS OF — Underlying Limits	COLUMN III — Total Limits	Coverage
$ Each Person $ Each Occurrence	$ $	$ $	A. Bodily Injury Automobile
$ Each Occurrence $ Aggregate	$ $	$ $	B. Bodily Injury Except Automobile
$ Each Occurrence	$	$	C. Property Damage Automobile
$ Each Occurrence $ Aggregate	$ $	$ $	D. Property Damage Except Automobile
$ Each Occurrence $ Aggregate	$ $	$ $	E. Combined Single Limit Bodily Injury and Property Damage
$ 5,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF $55,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARIES.			F. Other EXCESS UMBRELLA LIABILITY

5. Premium Computation

Premium Basis	Estimated Exposure	Rate	Estimated Premium
FLAT CHARGE	N/A	N/A	$6,000.

Deposit Premium: $ 7,266. on effective date of policy
$
$
Audit Period N/A

Minimum Premium: $ 6,000. Annual
$ 7,266. Policy term

6/20/79 mt
C-17008-C Rev. 8/77

Countersigned by Alfred J. Lennon
Authorized Representative

MARGRP CDA dm - 0374

LS 003114

This endorsemer ·odifies such insurance as is afforded by the pr ·ions of the policy relating to the f. ·wing designated insurance:

☐
☐
☐
☐

EXCESS UMBRELLA LIABILITY

ITEM #1 - NAMED INSURED:

THE MARMON GROUP, INC.
MARMON INDUSTRIES, INC.
ALTAMIL CORPORATION
ALL DIVISIONS, SUBSIDIARIES AND AFFILIATED
COMPANIES OVER WHICH THE NAMED INSURED
ASSERTS FINANCIAL AND/OR OPERATIVE CONTROL
EXCLUDING THE FOLLOWING:

FETTEROLF COAL & CONSTRUCTION INC.
M.F. FETTEROLF COAL CO. INC.
M.F. LAND COMPANY, INC.
CERRO MINING COMPANY OF CANADA LIMITED
G.M. & W. COAL CO.
NAMES M. STOTT COAL CO.
PENN POCAHONTAS COAL CO.
CALVERT COAL COMPANY
THE HOUSING GROUP

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
1	RDX 416 97 01

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

6/20/79 mt

Blank Endorsement
C-17013-A

Countersigned by _____
Authorized Agent

MARGRP CDA dm - 0375

LS 003115

REED SHAW STENHOUSE, INC.

OF ILLINOIS

INTERNATIONAL INSURANCE BROKERS

230 WEST MONROE STREET CHICAGO ILLINOIS 60606 312-782-0880

POLICY CHANGE

IMPORTANT—KEEP WITH YOUR POLICY!

NAME OF INSURED AND ADDRESS	PRODUCER # 4141 GROUP # D ACCOUNT # 03198
The Marmon Group, Inc.	DATE 8-23-79
	POLICY NUMBER RDX4169701 / EXPIRATION DATE 8-31-80
	EFFECTIVE DATE OF CHANGE 6-15-79
	COMPANY Columbia Casualty

It is agreed that this policy is hereby amended as indicated by cross X:

- [X] Name of Insured amended to read as shown below.
- [ ] Address of Insured amended to read as shown below.
- [ ] Premium or rates amended as shown below.
- [ ] Item(s) listed below added to/deleted from schedule.
- [ ] Occupation of Insured is amended to read as shown below.
- [ ] Estimated payroll is amended to read as shown below.
- [ ] Amount of insurance increased/reduced to $_____
- [ ] Additional Insured as shown below
- [ ] Loss Payee/Mortgagee as shown below
- [ ] Limits of Liability amended to read as shown below.
- [ ] Description or location of property insured amended to read as shown below.
- [ ] Term of policy amended to read as shown below.
- [ ] Item No. _____ is amended to read as shown below.
- [ ] Garage Location amended to read as shown below.
- [ ] This policy amended as shown below.

The named insured is amended to include:

Fetterolf Coal & Construction Inc.
M. F. Fetterolf Coal Co., Inc.
M.F. Land Company, Inc.

Cerro Mining Company of Cananda Limited
G. M. & W. Coal Co.

Names M. Stott Coal Co.
Penn Pocahontas Coal Co.

Calvert Coal Company
The Housing Group

DUE AT ENDORSEMENT EFFECTIVE DATE	ADDITIONAL PREMIUM	RETURN PREMIUM	ENDORSEMENT NO.
	$	$	

PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN ANNUAL INSTALLMENTS.

DATES DUE	PRIOR INSTALLMENTS	INCREASE	DECREASE	REVISED INSTALLMENTS
	$	$	$	$
	$	$	$	$
TOTAL PREMIUM TO POLICY EXPIRATION		$	$	$

REED SHAW STENHOUSE, INC. OF ILLINOIS

- [X] NO PREMIUM ADJUSTMENT.
- [ ] PREMIUM ADJUSTMENT SUBJECT TO AUDIT.
- [ ] PREMIUM ADJUSTMENT TO BE CONFIRMED BY INVOICE.

REED SHAW STENHOUSE, INC., OF ILLINOIS

By [signature]

MARGRP CDA dm - 0376

INSURED'S COPY

LS 003116

This endorsem[illegible] modifies such insurance as is afforded by the r[illegible]isions of the policy relating to the [illegible]wing designated insurance:

☐
☐
☐ EXCESS UMBRELLA LIABILITY
☐

SCHEDULE OF UNDERLYING INSURANCE

CARRIER & POLICY NUMBER	LIMITS OF LIABILITY
TRANSIT CASUALTY INS. CO. POL. # TBA	$5,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF $50,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY
TBA TBA	$10,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF $40,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY
FIRST STATE INS. CO. POL. # TBA	$15,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF $25,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY
NORTHBROOK INS. CO. POL. # TBA	$25,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF PRIMARY ON FILE WITH THE COMPANY

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
2	RDX 416 97 01

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

6/20/79 mt

Blank Endorsement
C-17013-A

Countersigned by _____
Authorized Agent

MARGRP CDA dm - 0377

LS 003117

This endorseme... modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

☐
☐
☐
☐

EXCESS UMBRELLA LIABILITY

ERISA LIABILITY EXCLUSION ENDORSEMENT

It is understood and agreed that the coverage afforded under this policy shall not apply as respects liability imposed upon an insured (or which is imputed to an insured) under the "Employee Retirement Income Security Act of 1974" and any law amendatory thereof.

This endorsement forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
3	RDX 416 97 01

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

6/20/79 mt

Countersigned by _____
Authorized Agent

C-17075-A

MARGRP CDA dm - 0378

LS 003118

FOR ATTACHMENT TO EXCESS
LIABILITY POLICY

EXCLUSION
(Contamination or Pollution)

It is agreed that the insurance 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.

It is further 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, the insurance does not apply to **bodily injury** or **property damage** arising out of such discharge, dispersal, release or escape whether or not sudden and 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 forms a part of and is for attachment to the following described policy issued by the Columbia Casualty Company, and takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	*Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy*		
ENDT. NO.	POLICY NO.	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
4	RDX 416 97 01		

Columbia Casualty Company

INSURANCE FROM CNA

6/20/79 mt

Countersigned by _____
Authorized Agent

C-17010-A

MARGRP CDA dm - 0379

LS 003119

AMENDMENT OF TERMINATION OF PROVISIONS
(ILLINOIS)

It is agreed that:

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

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

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

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

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

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

B. The following Condition is added:

Renewal

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

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

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

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
5	RDX 416 97 01

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

6/20/79 mt

C-17080-A

Countersigned by _____
Authorized Agent

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance.

☐
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☐
☒ Excess Third Party Liability Policy

AMENDATORY ENDORSEMENT — ILLINOIS

If the policy is issued or delivered in Illinois:

1. The second paragraph of Provision 2 (Policy Period: Termination of Underlying Insurance) of Part I (Insuring Agreements) is deleted, and
2. The following condition is added to the policy:

   With respect to injury or destruction otherwise insured under this policy, it is a condition precedent of coverage under this policy that the immediate underlying policy provides valid and collectible insurance with respect to such injury or destruction; provided that the inability of the immediate underlying policy to provide value and collectible insurance solely because of the exhaustion of the applicable aggregate limit of liability in such immediate underlying policy is not a violation of this condition precedent, and
3. Provision 3 (Application of the Aggregate to Periods of Time) of Part III (Provisions Governing the Application of the Aggregate Limits of Liability) is deleted.

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
6	416 97 01 RDX

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

6/20/79 mt

C-17081-A

Countersigned by Alfred J. Leonard
Authorized Agent

INSOL .CY OR BANKRUPTCY CLAUSE ENDOR .IENT

(ILLINOIS)

It is agreed that the policy is amended to add the following Condition:

Insolvency or bankuptcy of the Insured shall not release the Company from any of its obligations hereunder. In case execution against the Insured on any final judgment covered by this insurance shall be returned unsatisfied because of such insolvency or bankruptcy then an action may be maintained by the injured person or his or her personal representative against the Company under the terms of this policy and subject to all the conditions thereof for the amount of the judgment in such action not exceeding the amount of this policy.

This endorsement forms a part of and is for attachment to the following described policy issued by the Columbia Casualty Company, and takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
7	RDX 416 97 01

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA 6/20/79 mt

Offices/Chicago, Illinois

Countersigned by _____
Authorized Representative

C-17030-A

MARGRP CDA dm - 0382

LS 003122

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

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EXCESS UMBRELLA LIABILITY

IT IS AGREED THAT ITEM # 3 OF THE DECLARATION PAGE, SCHEDULE OF UNDERLYING, IS AMENDED TO READ:

CARRIER & POLICY NUMBER	LIMITS OF LIABILITY
TRANSIT CASUALTY INS. CO. POL. # TBA	$5,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF $50,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY
FIREMAN'S FUND INS. CO. POL. # XL 136 7433	$10,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF $40,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY
FIRST STATE INS. CO. POL. # 927865	$15,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF $25,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY
NORTHBROOK INS. CO. POL. # 63 005 974	$25,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF PRIMARY ON FILE WITH THE COMPANY

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
10	RDX 416 9701

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

1-4-80 TF

Blank Endorsement
C-17013-A

Countersigned by _____
Authorized Agent

MARGRP CDA dm - 0383

LS 003123

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

☐
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☐

EXCESS UMBRELLA LIABILITY

AMENDMENT OF POLICY CANCELLATION PROVISIONS

IT IS UNDERSTOOD AND AGREED THAT CONDITION # 6 OF THIS POLICY IS AMENDED TO PROVIDE 30 DAYS WRITTEN NOTICE OF THE COMPANY'S INTENT TO CANCEL, EXCEPT IN CASE OF CANCELLATION FOR NONPAYMENT OF PREMIUM, OR OF ANY INSTALLMENT OF PREMIUM DUE UNDER THIS POLICY; THE POLICY MAY BE CANCELLED BY THE COMPANY FOR NONPAYMENT BY MAILING TO THE INSURED NAMED IN THE DECLARATIONS AT THE LAST MAILING ADDRESS KNOWN TO THE COMPANY WRITTEN NOTICE OF CANCELLATION PROVIDED SUCH NOTICE IS MAILED NO LESS THAN TEN DAYS PRIOR TO THE EFFECTIVE DATE OF CANCELLATION.

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
11	RDX 416 9701

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
MARMON GROUP, INC.	

Columbia Casualty Company

INSURANCE FROM CNA

Blank Endorsement
C-17013-A

1-4-80 TF

Countersigned by _____
Authorized Agent

MARGRP CDA dm - 0384

PRODUCER NO.	BRANCH	PREFIX	POLICY NUMBER
037982	885	RDX	416-97-02

NAMED INSURED & ADDRESS: (Number & Street, Town, County & State)

MARMON GROUP, INC.
(AS PER ENDORSEMENT # 1)
39 SOUTH LA SALLE ST.
CHICAGO, ILL. 60603

Columbia Casualty Company

INSURANCE FROM CNA

Offices/Chicago, Illinois

CNA #RDX4169702

MARGRP CDA dm - 0385

LS 003125

EXCESS THIRD PARTY LIABILITY POLICY

INSURANCE FROM CNA

55 E. Jackson Blvd.
Chicago, Illinois 60604

Columbia Casualty Company

(A stock insurance company, herein called the company)

Item

DECLARATIONS

1.

PRODUCER NO.	BRANCH	PREFIX	POLICY NUMBER
037982	885	RDX	416-97-02

NAMED INSURED & ADDRESS: (Number & Street, Town, County & State)

MARMON GROUP, INC.
(AS PER ENDORSEMENT # 1)
39 SOUTH LA SALLE ST.
CHICAGO, ILL. 60603

2. Policy Period: (hereinafter called "this policy period") 6-15-79 To: 8-31-80 — 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN.

3. Schedule of Underlying Insurance: Insurer and Policy Number

AS PER ENDORSEMENT # 2

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.

COLUMN I — Company Limits		IN EXCESS OF — COLUMN II — Underlying Limits	COLUMN III — Total Limits	Coverage
$	Each Person	$	$	A. Bodily Injury Automobile
$	Each Occurrence	$	$	
$	Each Occurrence	$	$	B. Bodily Injury Except Automobile
$	Aggregate	$	$	
$	Each Occurrence	$	$	C. Property Damage Automobile
$	Each Occurrence	$	$	D. Property Damage Except Automobile
$	Aggregate	$	$	
$	Each Occurrence	$	$	E. Combined Single Limit Bodily Injury and Property Damage
$	Aggregate	$	$	
$ 5,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF $70,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARIES				F. Other EXCESS UMBRELLA LIABILITY

5. Premium Computation

Premium Basis	Estimated Exposure	Rate	Estimated Premium
FLAT CHARGE	N/A	N/A	$4,500.

Deposit Premium: $ 5,450. on effective date of policy
$ _____
$ _____

Minimum Premium: $ 4,500. Annual
$ 5,450. Policy term

Audit Period N/A

6-20-79 TF

Countersigned by _____ Authorized Representative

C-17008-C Rev. 8/77

MARGRP CDA dm - 0386

LS 003126

(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.

PART V — CONDITIONS

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

Any change in coverage in the **underlying insurance** shall be promptly reported to the company and the insured shall upon request, furnish the company with copies of such changes.

Any change in the premium for the **underlying insurance** shall be promptly reported to the company and the premium for this policy, subject to the minimum premium, may be adjusted accordingly.

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

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

3. **Action Against Company**

No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy.

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

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder

4. **Subrogation and Other Recoveries**

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

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

5. **Other Insurance**

This condition does not apply with respect to the **underlying insurance** or excess insurance purchased specifically to be in excess of this policy, or to other insurance which is intended to provide the remainder of the limit of liability stated in Column I of the declarations when the insurance afforded under this policy provides less than 100 per cent of the limit of liability as set forth in Column I of the declarations.

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

6. **Cancellation**

This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. Except as respects cancellation for non-payment of premium, this policy may be canceled by the company by mailing to the named insured at the address shown in the declarations written notice stating when not less than thirty days thereafter such cancellation shall be effective. In the event of cancellation by the company for non-payment of premium, written notice shall be mailed no less than ten days prior to the effective date of such cancellation. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

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

7. **First Named Insured**

The insured first named in item 1 in the declarations is authorized to act on behalf of all named insureds and other insureds with respect to the giving and receiving of notice of cancellation and to receiving any return premium that may become payable under this policy. The insured first named in item 1 in the declarations is responsible for the payment of all premiums but the other named insureds jointly and severally agree to make such premium payments in full if the insured first named in item 1 fails to pay the amount due within thirty days after the company gives a written demand for payment to the insured first named in item 1.

8. **Service of Suit Clause**

It is agreed that in the event of the failure of the company to pay any amount claimed to be due hereunder, the company, at the request of the insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all 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 Ronald A. Jacks, CNA Plaza, Chicago, Ill. and that in any suit instituted against such person 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.

The above-named is authorized and directed to accept service of process on behalf of the company in any such suit and, upon the request of the insured, to give a written undertaking to the insured that he will enter a general appearance upon the company's behalf in the event such 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 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 contract of insurance, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof

In witness whereof, the company has caused this policy to be signed by its Chairman and a secretary at Chicago, Illinois, but this policy shall not become valid until countersigned on the declaration page by a duly authorized representative of the company.

Corporate Secretary

Chairman of the Board

MARGRP CDA dm - 0387

LS 003127

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

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EXCESS UMBRELLA LIABILITY

ITEM # 1 - NAMED INSURED:

THE MARMON GROUP, INC.
MARMON INDUSTRIES, INC.
ALTAMIL CORPORATION
ALL DIVISIONS, SUBSIDIARIES AND AFFILIATED
COMPANIES OVER WHICH THE NAMED INSURED
ASSERTS FINANCIAL AND/OR OPERATIVE CONTROL
EXCLUDING THE FOLLOWING;

FETTEROLF COAL & CONSTRUCTION INC.
M.F. FETTEROLF COAL CO. INC.
M.F. LAND COMPANY, INC.
CERRO MINING COMPANY OF CANADA LIMITED
G.M. & W. COAL CO.
NAMES M. STOTT COAL CO.
PENN POCAHONTAS COAL CO.
CALVERT COAL COMPANY
THE HOUSING GROUP

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
1	RDX 416 9702

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

Blank Endorsement
C-17013-A

6-20-79 TF

Countersigned by _____
Authorized Agent

MARGRP CDA dm - 0388

LS 003128

RE D SHAW STENHOUSE I C.

OF ILLINOIS

INTERNATIONAL INSURANCE BROKERS

230 WEST MONROE STREET CHICAGO, ILLINOIS 60606 312-621-2500

POLICY CHANGE

IMPORTANT—KEEP WITH YOUR POLICY!

NAME OF INSURED AND ADDRESS

The Marmon Group, Inc.

PRODUCER # 4141 GROUP # D

ACCOUNT # 03198

DATE: 8-23-79

POLICY NUMBER: RDX4169702

EXPIRATION DATE: 8-31-80

EFFECTIVE DATE OF CHANGE: 6-15-79

COMPANY: Columbia Casualty

It is agreed that this policy is hereby amended as indicated by cross X:

- [X] Name of Insured amended to read as shown below.
- [ ] Address of Insured amended to read as shown below.
- [ ] Premium or rates amended as shown below.
- [ ] Item(s) listed below added to/deleted from schedule.
- [ ] Occupation of Insured is amended to read as shown below.
- [ ] Estimated payroll is amended to read as shown below.
- [ ] Amount of insurance increased/reduced to $_____
- [ ] Additional Insured as shown below
- [ ] Loss Payee/Mortgagee as shown below
- [ ] Limits of Liability amended to read as shown below.
- [ ] Description or location of property insured amended to read as shown below.
- [ ] Term of policy amended to read as shown below.
- [ ] Item No. _____ is amended to read as shown below.
- [ ] Garage Location amended to read as shown below.
- [ ] This policy amended as shown below.

The named insured is amended to include:

Fetterolf Coal & Construction Inc.
M. F. Fetterolf Coal Co., Inc.
M. F. Land Company, Inc.
Cerro Mining Company of Canada Limited
G.M. & W. Coal Co.
Names M. Stott Coal Co.
Penn Pocahontas Coal Co.
Calvert Coal Company
The Housing Group

DUE AT ENDORSEMENT EFFECTIVE DATE	ADDITIONAL PREMIUM	RETURN PREMIUM	ENDORSEMENT NO.
	$	$	BB

PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN ANNUAL INSTALLMENTS

DATES DUE	PRIOR INSTALLMENTS	INCREASE	DECREASE	REVISED INSTALLMENTS
	$	$	$	$
	$	$	$	$
TOTAL PREMIUM TO POLICY EXPIRATION		$	$	$

- [X] NO PREMIUM ADJUSTMENT.
- [ ] PREMIUM ADJUSTMENT SUBJECT TO AUDIT.
- [ ] PREMIUM ADJUSTMENT TO BE CONFIRMED BY INVOICE.

REED SHAW STENHOUSE INC. OF ILLINOIS

By

REED SHAW STENHOUSE, INC. OF ILLINOIS

MARGRP CDA dm - 0389

INSURED'S COPY

LS 003129

This endorsemer ·odifies such insurance as is afforded by the pr· ·sions of the policy relating to the f ·wing designated insurance:

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EXCESS UMBRELLA LIABILITY

SCHEDULE OF UNDERLYING INSURANCE

CARRIER & POLICY NUMBER	LIMITS OF LIABILITY
AETNA C&S POL. # TBA	$10,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF $60,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY
COLUMBIA CASUALTY POL. # RDX 416 9701	$5,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF $55,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY
TRANSIT CASUALTY POL. # TBA	$5,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF $50,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY
TBA TBA	$10,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF $40,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY
FIRST STATE INS. CO. POL. # TBA	$15,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF $25,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
2	RDX 416 9702

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

Blank Endorsement
C-17013-A

6-20-79 TF

Countersigned by _____
Authorized Agent

MARGRP CDA dm - 0390

LS 003130

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

☐
☐
☐
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EXCESS UMBRELLA LIABILITY

SCHEDULE OF UNDERLYING INSURANCE (CONT'D)

CARRIER & POLICY NUMBER	LIMITS OF LIABILITY
NORTHBROOK INS. CO. POL. # TBA	$25,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF PRIMARY ON FILE WITH THE COMPANY

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
2	RDX 416 9702

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

Blank Endorsement
C-17013-A

6-20-79 TF

Countersigned by _____
Authorized Agent

MARGRP CDA dm - 0391

LS 003131

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

☐
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EXCESS UMBRELLA LIABILITY

ERISA LIABILITY EXCLUSION ENDORSEMENT

It is understood and agreed that the coverage afforded under this policy shall not apply as respects liability imposed upon an insured (or which is imputed to an insured) under the "Employee Retirement Income Security Act of 1974" and any law amendatory thereof.

This endorsement forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
3	RDX 416 9702

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

6-20-79 TF

Countersigned by _____ Authorized Agent

C-17075-A

MARGRP CDA dm - 0392

LS 003132

FOR ATTACHMENT TO EXCESS
LIABILITY POLICY

EXCLUSION
(Contamination or Pollution)

It is agreed that the insurance 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.

It is further 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, the insurance does not apply to **bodily injury** or **property damage** arising out of such discharge, dispersal, release or escape whether or not sudden and 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 forms a part of and is for attachment to the following described policy issued by the Columbia Casualty Company, and takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	*Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy*		
ENDT. NO.	POLICY NO.	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
4	RDX 416 9702		

Columbia Casualty Company

INSURANCE FROM CNA

6-20-79 TF

Countersigned by _____
Authorized Agent

C-17010-A

MARGRP CDA dm - 0393

LS 003133

AMENDMENT OF TERMINATION OF PROVISIONS
(ILLINOIS)

It is agreed that:

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

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

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

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

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

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

B. The following Condition is added:

Renewal

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

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

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

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
5	RDX 416 9702

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

6-20-79 TF

C-17080-A

Countersigned by Alfred J. Lennon
Authorized Agent

MARGRP CDA dm - 0394

LS 003134

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance.

☐
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☐
☒ Excess Third Party Liability Policy

AMENDATORY ENDORSEMENT — ILLINOIS

If the policy is issued or delivered in Illinois:

1. The second paragraph of Provision 2 (Policy Period: Termination of Underlying Insurance) of Part I (Insuring Agreements) is deleted, and
2. The following condition is added to the policy:

   With respect to injury or destruction otherwise insured under this policy, it is a condition precedent of coverage under this policy that the immediate underlying policy provides valid and collectible insurance with respect to such injury or destruction; provided that the inability of the immediate underlying policy to provide value and collectible insurance solely because of the exhaustion of the applicable aggregate limit of liability in such immediate underlying policy is not a violation of this condition precedent, and
3. Provision 3 (Application of the Aggregate to Periods of Time) of Part III (Provisions Governing the Application of the Aggregate Limits of Liability) is deleted.

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
6	416 9702 RDX

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

6-20-79 TF

C-17081-A

Countersigned by _____
Authorized Agent

INSOLVENCY OR BANKRUPTCY CLAUSE ENDORSEMENT

(ILLINOIS)

It is agreed that the policy is amended to add the following Condition:

Insolvency or bankuptcy of the Insured shall not release the Company from any of its obligations hereunder. In case execution against the Insured on any final judgment covered by this insurance shall be returned unsatisfied because of such insolvency or bankruptcy then an action may be maintained by the injured person or his or her personal representative against the Company under the terms of this policy and subject to all the conditions thereof for the amount of the judgment in such action not exceeding the amount of this policy.

This endorsement forms a part of and is for attachment to the following described policy issued by the Columbia Casualty Company, and takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
7	RDX 416 9702

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

Offices/Chicago, Illinois

6-20-79 TF

Countersigned by _____
Authorized Representative

C-17030-A

MARGRP CDA dm - 0396

LS 003136

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

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EXCESS UMBRELLA LIABILITY

IT IS AGREED THAT ITEM # 3 OF THE DECLARATION PAGE, SCHEDULE OF UNDERLYING INSURANCE, IS AMENDED TO READ:

CARRIER & POLICY NUMBER	LIMITS OF LIABILITY
AETNA C&S POL. # TBA	$10,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF $60,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY
COLUMBIA CASUALTY POL. # RDX 416 9701	$5,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF $55,000,000. CSL EACH OCCURRENE EXCESS OF PRIMARY
TRANSIT CASUALTY POL. # TBA	$5,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF $50,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY
FIREMAN'S FUND INS. CO. POL. # XLX 136 7433	$10,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF $40,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY
FIRST STATE INS. CO. POL. # 927865	$15,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF $25,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
10	RDX 416 9702

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
MARMON GROUP, INC.	6-15-79

Columbia Casualty Company

INSURANCE FROM CNA

1-4-80 TF

Blank Endorsement
C-17013-A

Countersigned by _____
Authorized Agent

MARGRP CDA dm - 0397

LS 003137

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

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☐

EXCESS UMBRELLA LIABILITY

SCHEDULE OF UNDERLYING INSURANCE (CONT'D)

CARRIER & POLICY NUMBER	LIMITS OF LIABILITY
NORTHBROOK INS. CO. POL. # 63 005 974	$25,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF PRIMARY ON FILE WITH THE COMPANY

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
10	RDX 416 9702

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
MARMON GROUP, INC.	6-15-79

Columbia Casualty Company

INSURANCE FROM CNA

Blank Endorsement 1-4-80 TF
C-17013-A

Countersigned by Alfred J. Leonard
Authorized Agent

MARGRP CDA dm - 0398

LS 003138

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

☐ ☐ ☐ ☐

EXCESS UMBRELLA LIABILITY

AMENDMENT OF POLICY CANCELLATION PROVISIONS

IT IS UNDERSTOOD AND AGREED THAT CONDITION # 6 OF THIS POLICY IS AMENDED TO PROVIDE 30 DAYS WRITTEN NOTICE OF THE COMPANY'S INTENT TO CANCEL, EXCEPT IN CASE OF CANCELLATION FOR NONPAYMENT OF PREMIUM, OR OF ANY INSTALLMENT OF PREMIUM DUE UNDER THIS POLICY; THE POLICY MAY BE CANCELLED BY THE COMPANY FOR NONPAYMENT BY MAILING TO THE INSURED NAMED IN THE DECLARATIONS AT THE LAST MAILING ADDRESS KNOWN TO THE COMPANY WRITTEN NOTICE OF CANCELLATION PROVIDED SUCH NOTICE IS MAILED NO LESS THAN TEN DAYS PRIOR TO THE EFFECTIVE DATE OF CANCELLATION.

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
11	RDX 416 9702

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
MARMON GROUP, INC.	

Columbia Casualty Company

INSURANCE FROM CNA

1-4-80 TF

Blank Endorsement
C-17013-A

Countersigned by _____
Authorized Agent

MARGRP CDA dm - 0399

LS 003139

EXCESS THIRD PARTY LIABILITY POLICY

CNA/insurance

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BELOW
(A stock insurance company, herein called the company)
CNA Center, 310 S Michigan Ave, Chicago, Ill. 60604

- [x] CONTINENTAL CASUALTY COMPANY
- [ ] NATIONAL FIRE INSURANCE COMPANY of Hartford
- [ ] AMERICAN CASUALTY COMPANY of Reading, Pa.
- [ ] TRANSPORTATION INSURANCE COMPANY
- [ ] TRANSCONTINENTAL INSURANCE COMPANY
- [ ] VALLEY FORGE INSURANCE COMPANY

Item DECLARATIONS

1.

PRODUCER NO.	BRANCH	PREFIX	POLICY NUMBER
012577	012	RDX	142-15-16

NAMED INSURED & ADDRESS: (Number & Street, Town, County & State)

The Marmon Group, Inc.
39 South LaSalle St.
Chicago, Illinois 60603

2. Policy Period: (hereinafter called "this policy period") 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN.

6-15-79 To: 8-31-79

IOC #37142

3. Schedule of Underlying Insurance: insurer and Policy Number

First State Insurance

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.

COLUMN I		IN EXCESS OF	COLUMN II	COLUMN III	
	Company Limits		Underlying Limits	Total Limits	Coverage
$	Each Person	$		$	A. Bodily Injury
$	Each Occurrence	$		$	Automobile
$	Each Person	$		$	B. Bodily Injury
$	Each Occurrence	$		$	Except Automobile
$	Aggregate	$		$	
$	Each Occurrence	$		$	C. Property Damage Automobile
$	Each Occurrence	$		$	D. Property Damage
$	Aggregate	$		$	Except Automobile
$	Each Occurrence	$		$	E. Combined Single Limit Bodily
$	Aggregate	$		$	Injury and Property Damage
See End't #1					F. Other Excess Umbrella Liability

5. Premium Computation

Premium Basis	Estimated Exposure	Rate	Estimated Premium
Flat		Flat	6,000.

(Pro Rata)

Deposit Premium: $ 1266. on effective date of policy
$
$

Minimum Premium: $ 6,000. Annual
$ 1266. Policy term

Audit Period None

REED SHAW STENHOUSE, INC.
OF ILLINOIS

Countersigned by _____ Authorized Agent

By _____

G-40219-A

MARGRP CDA dm - 0400

LS 003140

(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.

PART V — CONDITIONS

1. Underlying Insurance — Changes During this Policy Period

Any change in coverage in the **underlying insurance** shall be promptly reported to the company and the insured shall, upon request, furnish the company with copies of such changes.

Any change in the premium for the **underlying insurance** shall be promptly reported to the company and the premium for this policy, subject to the minimum premium, may be adjusted in accordance with the manuals of the company then in effect.

2. Notice of Loss; Participation in Defense by the Company

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

3. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy.

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

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

4. Subrogation and Other Recoveries

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

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

5. Other Insurance

This condition does not apply with respect to the **underlying insurance** or excess insurance purchased specifically to be in excess of this policy.

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

6. Cancellation

This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in the declarations written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

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

7. First Named Insured

The insured first named in item 1 in the declarations is authorized to act on behalf of all named insureds and other insureds with respect to the giving and receiving of notice of cancellation and to receiving any return premium that may become payable under this policy. The insured first named in item 1 in the declarations is responsible for the payment of all premiums but the other named insureds jointly and severally agree to make such premium payments in full if the insured first named in item 1 fails to pay the amount due within thirty days after the company gives a written demand for payment to the insured first named in item 1.

In witness whereof, the company has caused this policy to be signed by its president and a secretary at Chicago, Illinois, but the policy shall not become valid until countersigned on the declarations page by a duly authorized representative of the company.

Continental Casualty Company **Transportation Insurance Company**	**American Casualty Company of Reading, Pa.** **Valley Forge Insurance Company**	**National Fire Insurance Company of Hartford** **Transcontinental Insurance Company**
Secretary	*President*	*Secretary* *President*

MARGRP CDA dm - 0401

LS 003141

It is agreed that the Limit of Liability afforded under this policy is

$ 5,000,000. "each occurrence"

$ 5,000,000. "aggregate"

Combined Single Limit Bodily Injury and/or Property Damage

excess of

$ 50,000,000. "each occurrence"

$ 50,000,000. "aggregate"

Combined Single Limit Bodily Injury and/or Property Damage
Umbrella Liability

which in turn is excess of primary insurance.

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated thereon, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed		*Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy*	
ENDT NO	POLICY NO	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
1.	RDX142-15-16		

INSURANCE FROM CNA

MARGRP CDA dm - 0402

LS 003142

It is agreed that this policy does not apply to any or all claims made against an insured, its directors, or officers by reason of any actual or alleged error or mis-statement or neglect or breach of duty by the directors or officers in the discharge of their duties, individually or collectively, or any other matter excluded by the terms and conditions of this policy claimed against them solely by reason of their being directors and officers of an insured.

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed		Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ENDT. NO	POLICY NO	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
2.	RDX142-15-16		

Insurance Form CNA

MARGRP CDA dm - 0403

LS 003143

STATE PROVISIONS
EXCESS THIRD PARTY LIABILITY POLICY (RDX)

ALL STATES—The Nuclear Energy Liability Exclusion (Broad Form) is amended as follows:

the phrases, "bodily injury or property damage", "bodily injury" and "property damage" contained in the policy are replaced by the word **"loss."**

MARYLAND—If the policy is issued or delivered in the state of Maryland:

1. The first paragraph of the "Cancellation" Condition is replaced by the following:
This policy may be cancelled by the insured named in item 1 of the declaration by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the insured named in item 1 of the declarations at the address shown in this policy, written notice stating when not less than forty-five days hereafter such cancellation shall be effective; provided that, if the named insured fails to discharge when due any of his obligations in connection with the payment of premium for this policy or any installment thereof, whether payable directly to the company or its agent or indirectly under any premium plan or extension of credit, this policy may be cancelled by the company by mailing to such insured written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by such insured or by the company shall be equivalent to mailing.

2. The following condition entitled "Renewal" is added:

If the Company elects not to renew this policy, it shall mail to the insured named in item 1 of the declarations at the address shown in this policy, written notice of such nonrenewal not less than forty-five days prior to the expiration date; provided that, notwithstanding the failure of the Company to comply with the foregoing provisions of this paragraph this policy shall terminate **1.** on such expiration date, if (a) the named insured has failed to discharge when due any of his obligations in connection with the payment of premium for this policy, or for the renewal thereof, or any installment of such premium, whether payable directly to the Company or its agent or indirectly under any premium finance plan or extension of credit, or (b) the company has by any means manifested its willingness to renew to the named insured or his representative, or (c) the named insured has notified the Company or its agent that he does not wish this policy to be renewed; or **2.** on the effective date of any other insurance policy issued as a replacement for any insurance afforded by this policy, with respect to any such insurance to which both such policies apply.

The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by the Company shall be equivalent to mailing.

Unless the Company has elected not to renew this policy, the named insured shall have a right to have the policy renewed for an additional period of time equivalent to the expiring term if the term of this policy is one year or less, or for one year if the term of this policy is longer than one year, in accordance with the then current coverage forms and premiums being applied to persons similarly situated. If this right is not affirmatively exercised to the Company or its authorized agent prior to the termination of this policy, it shall expire with such termination.

MASSACHUSETTS—If the policy is issued or delivered in Massachusetts:

1. The second paragraph of Provision 2 (Policy Period: Termination of Underlying Insurance) of Part I (Insuring Agreements) is deleted, and
2. the following condition is added to the policy:

"With respect to injury or destruction otherwise insured under this policy, it is a condition precedent of coverage under this policy that the **immediate underlying policy** provides valid and collectible insurance with respect to such injury or destruction; provided that the inability of the **immediate underlying policy** to provide valid and collectible insurance solely because of the exhaustion of the applicable aggregate limit of liability in such **immediate underlying policy** is not a violation of this condition precedent."

MICHIGAN—If the policy is issued or delivered in Michigan, Part I - Insuring Agreements is amended as follows:

1. The second paragraph of provision 2. (Policy Period: Termination of Underlying Insurance) is deleted.
2. The following provision 3. is added:

3. Maintenance of Underlying Insurance.

All **underlying insurance** shall be maintained in full force and effect throughout the currency of this policy. If any **underlying insurance** ceases to apply the insured shall give the Company written notice thereof as soon as practicable. Reduction or exhaustion of any aggregate limit under any **underlying insurance** shall not constitute a failure to maintain such insurance provided that upon notice of exhaustion the insured shall give the Company written notice thereof as soon as practicable.

Should the insured fail to maintain **underlying insurance** the Company shall only be liable to the same extent as if the insured had maintained such insurance in full force and effect.

NEW YORK—With respect to **Loss** arising in the State of New York, it is agreed that the following changes are made:

1. The first paragraph of Insuring Agreement I, Excess Liability Indemnity in Part I of the policy is deleted and replaced by the following:

"To pay on behalf of the insured the amount of **loss** which is in excess of the applicable limits of liability of the **underlying insurance** inserted in Column II of Item 4 in the declarations; provided that this policy shall apply only to those coverages for which a limit of liability is inserted in Column I; provided further, that the limit of the Company's liability under this policy shall not exceed the applicable amount inserted in Column I."

CNA/*insurance*

FOR ATTACHMENT TO EXCESS
LIABILITY POLICY

EXCLUSION
(Contamination or Pollution)

It is agreed that the insurance 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.

It is further 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, the insurance does not apply to **bodily injury** or **property damage** arising out of such discharge, dispersal, release or escape whether or not sudden and 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

Special State Exception: Paragraph two of this endorsement does not apply to **bodily injury** or **property damage** taking place within Tennessee or West Virginia.

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	*Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy*		
ENDT. NO.	POLICY NO.	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
3.	RDX142-15-16		

INSURANCE FROM CNA

Countersigned by _____
Authorized Agent

Form G-40345-B

MARGRP CDA dm - 0405

LS 003145

NAME AND LOCATION: 55 021 439 Reed, Shaw, enhouse

PREVIOUS POLICY NUMBER: New

3-64

POLICY NUMBER: XLX-136 63 82

BLANKET EXCESS LIABILITY POLICY (FOLLOWING FORM)

FIREMAN'S FUND INSURANCE COMPANIES
MAIL ADDRESS
SAN FRANCISCO
CALIFORNIA

01	FIREMAN'S FUND INSURANCE COMPANY	SAN FRANCISCO, CALIFORNIA
18	THE AMERICAN INSURANCE COMPANY	PARSIPPANY NEW JERSEY
07	NATIONAL SURETY CORPORATION	CHICAGO, ILLINOIS
13	ASSOCIATED INDEMNITY CORPORATION	SAN FRANCISCO, CALIFORNIA
15	AMERICAN AUTOMOBILE INSURANCE COMPANY	CREVE COEUR MISSOURI

07 Coverage is provided in the Company designated by number, a stock insurance Company (herein called the Company)

DECLARATIONS

ITEM 1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)

The Marmon Group, Inc.
39 South LaSalle Street
Chicago, IL 60603

POLICY PERIOD:

ITEM 2. 6-18-79 (INCEPTION (MO. DAY YR.)) 8-31-79 (EXPIRATION (MO. DAY YR.))
12.01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

ITEM 3. LIMIT OF LIABILITY:

$10,000,000. . EACH OCCURRENCE
$10,000,000. . AGGREGATE

ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY

$40,000,000. . EACH OCCURRENCE
$40,000,000. . AGGREGATE

ITEM 5. PREMIUM BASIS

$ Flat Charge

ITEM 6.

ADVANCE PREMIUM: $ 2,740.
ANNUAL MINIMUM PREMIUM: $13,500.

IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN AS THE POLICY MINIMUM PREMIUM. $2,700.

ITEM 7. SCHEDULE OF UNDERLYING INSURANCE:

Northbrook Insurance Company	Policy Number: 63 004 966
	Policy Period: 8-31-78 to 79
First Umbrella	$25,000,000.
First State	Policy Number: To Be Advised
	Policy Period: To Be Advised
First Umbrella	$15,000,000.

FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of 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

1. **Coverage.** To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. **Limit of Liability.** The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. **Policy Period.** This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

1. **Premium Payment.** The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

(Continued on Page Two)

COUNTERSIGNATURE DATE	COUNTERSIGNATURE OF AUTHORIZED AGENT
6-20-79 db-t	By

5902-2-72

MARGRP CDA dm - 0406

LS 003146

PRODUCER'S CODE | NAME AND LOCATION | PREVIOUS POLICY NUMBER | 3-64 POLICY NUMBER

55 021 439 Reed, Shaw, S house XLX 136 63 82 XLX-136 64 33

BLANKET EXCESS LIABILITY POLICY (FOLLOWING FORM)

FIREMAN'S FUND INSURANCE COMPANIES
MAIL ADDRESS SAN FRANCISCO CALIFORNIA

01 FIREMAN'S FUND INSURANCE COMPANY — SAN FRANCISCO, CALIFORNIA
18 THE AMERICAN INSURANCE COMPANY — PARSIPPANY NEW JERSEY
07 NATIONAL SURETY CORPORATION — CHICAGO, ILLINOIS
13 ASSOCIATED INDEMNITY CORPORATION — SAN FRANCISCO, CALIFORNIA
15 AMERICAN AUTOMOBILE INSURANCE COMPANY — CREVE COEUR, MISSOURI

07 Coverage is provided in the Company designated by number, a stock insurance Company (herein called the Company)

DECLARATIONS

ITEM 1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)

The Marmon Group, Inc.
39 South LaSalle Street
Chicago, IL 60603

POLICY PERIOD:

ITEM 2. 8-31-79 (INCEPTION (MO. DAY YR.)) 8-31-80 (EXPIRATION (MO. DAY YR.))
12 01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

ITEM 3. LIMIT OF LIABILITY:

$10,000,000. . EACH OCCURRENCE
$10,000,000. . AGGREGATE

ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY

$40,000,000. . EACH OCCURRENCE
$40,000,000. . AGGREGATE

ITEM 5. PREMIUM BASIS

$ Flat Charge :

ITEM 6.
ADVANCE PREMIUM: $ 13,500.
ANNUAL MINIMUM PREMIUM: $ 13,500.

IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN $ AS THE POLICY MINIMUM PREMIUM.

ITEM 7. SCHEDULE OF UNDERLYING INSURANCE:

Northbrook Insurance Company	Policy Number:	To Be Advised
First Umbrella $25,000,000.	Policy Period:	8-31-79 to 80
First State	Policy Number:	To Be Advised
First Umbrella $15,000,000.	Policy Period:	8-31-79 to 80

FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of 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

1. Coverage. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, *hereafter called underlying insurance, in full force and effect* at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

1. Maintenance of Primary Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

(Continued on Page Two)

REED SHAW STRAWHOUSE, INC.
OF ILLINOIS

COUNTERSIGNATURE DATE	COUNTERSIGNATURE OF AUTHORIZED AGENT
8-28-79 db-t	By

5902—2-72

MARGRP CDA dm - 0407

LS 003147

REED SHAW STEN[illegible]USE INC.
OF ILLINOIS
INTERNATIONAL INSURANCE BROKERS
230 WEST MONROE STREET CHICAGO, ILLINOIS 60606 312-621-2500

IN[illegible]JRANCE BINDER

NO: 4493

INSURED'S NAME
The Marmon Group, Inc. (Including all Additional Named Insureds as on file with the underwriters).

ADDRESS
39 S. LaSalle St., Chicago, Illinois

LOCATION AND DESCRIPTION OF RISK

EFFECTIVE DATE 8-31-79 **EXPIRATION DATE** 8-31-80

PENDING ISSUANCE OF A POLICY, and in consideration of the stipulations herein contained, the Company listed below is hereby bound to the Insured for a maximum of ~~30 days~~, and fewer if so stipulated from 12:01AM (standard time) on the effective date until 12:01 A.M. Noon (standard time) on the date of expiration, unless sooner terminated by written notice.

KIND OF INSURANCE	PROPERTY COVERED	LIMITS OF LIABILITY	DEPOSIT PREMIUMS
Umbrella Liability		$10,000,000 Excess of $40,000,000 Excess of Primary	$13,500

It is expressly stipulated that this binder is issued subject to all the terms and conditions of the policy regularly issued by the Company in the State in which the operation or property is located, which policy is hereby made a part hereof to the same extent as if fully set forth herein; and to the payment of the deposit premium indicated.

It is a condition of this binder that whenever the policy of this Company is issued in lieu of its undertaking under this binder, its obligations hereunder shall cease and be void; provided, however, that this binder shall not continue in force beyond the expiration date stated herein. In no event shall this binder continue in force beyond thirty (30) days from its effective date. This binder is made and accepted subject to the foregoing stipulations and conditions and shall not be valid unless countersigned by the duly authorized agent of this Company.

When more than one Company is named in this binder, the above stipulations apply separately to each Company.

Company	Participation	Company	Participation
Fireman's Fund	100		

Mortgagee/Loss Payable Clause BB

E & OE

Dated August 20, 1979

REED SHAW STENHOUSE, INC. OF ILLINOIS

By: [signature] VP

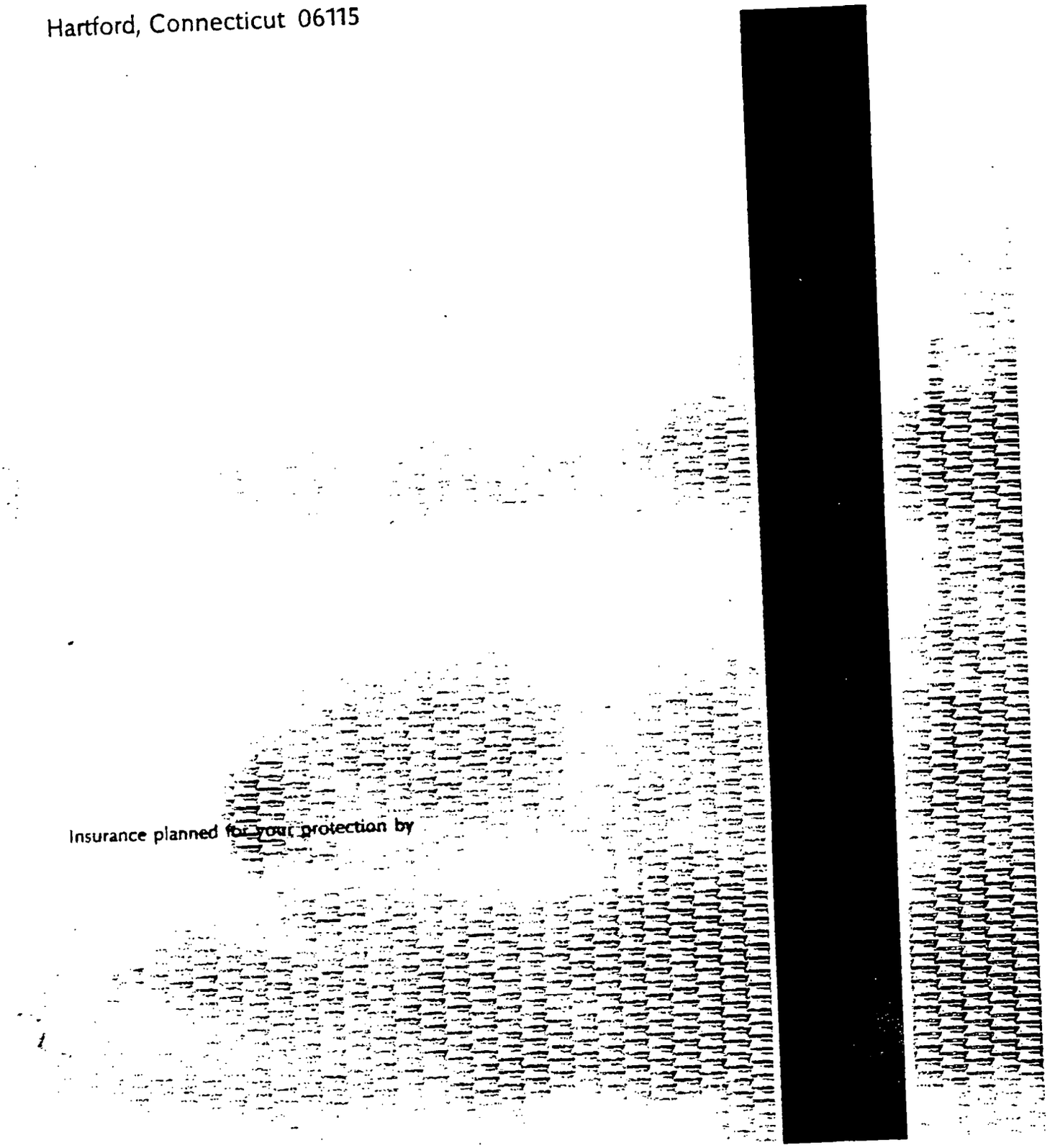
ORIGINAL

MARGRP CDA dm - 0408

LS 003148

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115

Ætna
LIFE & CASUALTY



Insurance planned for your protection by

*Trademark of
The Ætna Casualty and Surety Company
and its associated companies

Cat. 211974
Printed in U.S.A.

(90985) 3-70

MARGRP CDA dm - 0409

LS 003149

Ætna
LIFE & CASUALTY

EXCESS OVERLAYER
INDEMNITY POL

THE ÆTNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115
(a stock insurance company, herein called "Ætna Casualty")

IN CONSIDERATION of the payment of the premium and subject to all of the terms of this policy, agrees with the Insured named in the declarations as follows:

POLICY NO. 08 XN 160 WCA

Section 1. DECLARATIONS

NAMED INSURED AND ADDRESS
THE MARMON GROUP, INC.
39 SOUTH LASALLE STREET
CHICAGO, ILLINOIS 60603

POLICY PERIOD:
From 8-31-79 To 8-31-80
12:01 A.M. standard time at the address of Insured

PREMIUM:
☒ Flat charge
☐ Adjustable at a rate of
_____ per $____ of _____
Minimum Premium _____
Total Advance Premium $12,000.
3 Year Policy Installments
1st Anniversary _____
2nd Anniversary _____

LIMITS OF LIABILITY:
$10,000,000 EACH OCCURRENCE
$10,000,000 ANNUAL AGGREGATE

ENDORSEMENTS: 1. Broad Form Nuclear Energy Exclusion, Form No. 13113-A
2. EXCLUSION - CONTAMINATION OR POLLUTION XN-13106-4
3. AMENDMENT OF DISCRIMINATION COVERAGE XN-13106-6
4. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY (I) XN-13123

REED SHAW STENHOUSE, INC.
OF ILLINOIS

By _____

(16373) 2-79

Printed in U.S.A.

MARGRP CDA dm - 0410

LS 003150

SE ON 3. SCHEDULE OF UNDERLYING IN: \NCE

(Each policy or group of quota-share policies listed is excess of all policies listed below it.)

POLICY NUMBER	INSURER	COVERAGE	LIMITS OF LIABILITY EACH PERSON	EACH OCCURRENCE	AGGREGATE
		EXCESS			
TBD	VARIOUS	EXCESS INDEMNITY	-	20,000,000	20,000,000
TBD	FIRST STATE	EXCESS INDEMNITY	-	15,000,000	15,000,000
63004966	NORTHBROOK	UMBRELLA LIABILITY	-	25,000,000	25,000,000
		PRIMARY			
PER SCHEDULE OF UNDERLYING INSURANCE SHOWN IN POLICY NUMBER 63004966 ISSUED BY NORTHBROOK.					

		CONTROLLING INSURANCE
63004966	NORTHBROOK	UMBRELLA LIABILITY

This schedule applies to the above policies and any renewals or replacements thereof.

(XN-13106-2) (2)

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

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.

This endorsement forms a part of the policy to which attached, effective from its date of issue.

The Ætna Casualty and Surety Company
Hartford, Connecticut

Donald M Johnson
President.

ENDORSEMENT NO. 1

For attachment to the following policy forms:
(CA, JC, JS, AL, SJ, MP, JP, CJ, SK, GS, PS, LC, DR, DP, DG, DB, DH, DO)

(13113-A)

CAT. 001902
PRINTED IN U.S.A.

MARGRP CDA dm - 0412

LS 003152

:ESS OVERLAYER INDEMNITY POLI
(EX_ _USION-CONTAMINATION OR POLLU..N)

It is agreed that the policy does not apply to EXCESS NET LOSS 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.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | **Policy No.** | **Endorsement No.** 2

Named Insured

Additional Premium $ | Return Premium $ | BI | PD

In Advance $ | $
1st Anniv. $ | $
2nd Anniv. $ | $

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

IDS-13108-4

PRINTED IN U.S.A.

MARGRP CDA dm - 0413

LS 003153

EXCESS OVERLAYER INDEMNITY POLICY
(AMENDMENT OF DISCRIMINATION COVERAGE)

.T IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE PERSONAL INJURY LIABILITY COVERAGE DOES NOT APPLY TO INJURIES SUSTAINED BY ANY PERSON AS A RESULT OF DISCRIMINATION DIRECTLY OR INDIRECTLY RELATED TO THE EMPLOYMENT OF SUCH PERSON BY THE INSURED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | Policy No | Endorsement No. 3

Named Insured

Additional Premium $ | Return Premium $

	BI	PD
In Advance $	$	
1st Anniv. $	$	
2nd Anniv. $	$	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____
(Authorized Representative)

(XN-13106-6)

MARGRP CDA dm - 0414

LS 003154

EXCESS OVERLAYER INDEMNITY POLICY
Prior Insurance and Non-Cumulation of Liability (I)

It is agreed that in determining "Excess Net Loss" the applicable limits of all policies described in Section 3, Schedule of Underlying Insurance (hereinafter Schedule), will be deemed to be the amounts specified in said Schedule, unreduced by any provision in any policy contained in said Schedule providing for reduction of limits with respect to any payments due under any other policy described in said Schedule.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Endorsement No.	4
Named Insured			
Additional Premium $	Return Premium $	BI	PD
		In Advance $	$
		1st Anniv. $	$
		2nd Anniv. $	$

Countersigned by _____
(Authorized Representative)

(XN-13123) ED. 10-78

PRINTED IN U.S.A.

MARGRP CDA dm - 0415

REED SHAW STEN[illegible]ISE INC.
OF ILLINOIS
INTERNATIONAL INSURANCE BROKERS
230 WEST MONROE STREET CHICAGO, ILLINOIS 60606 312-621-2500

IN[illegible]RANCE BINDER

NO: 4494

INSURED'S NAME
The Marmon Group, Inc. (Including all Additional Named Insureds as on file with the underwriters).

ADDRESS
39 S. LaSalle St., Chicago, Illinois

LOCATION AND DESCRIPTION OF RISK

EFFECTIVE DATE 8-31-79 **EXPIRATION DATE** 8-31-80

PENDING ISSUANCE OF A POLICY, and in consideration of the stipulations herein contained, the Company listed below is hereby bound to the Insured for a maximum of ~~38 XXX~~ and fewer if so stipulated from 12:01AM standard time) on the effective date until 12:01 A.M. Noon (standard time) on the date of expiration, unless sooner terminated by written notice.

KIND OF INSURANCE	PROPERTY COVERED	LIMITS OF LIABILITY	DEPOSIT PREMIUMS
Umbrella Liability		$10,000,000 Excess of $60,000,000 Excess of Primary	$12,000

It is expressly stipulated that this binder is issued subject to all the terms and conditions of the policy regularly issued by the Company in the State in which the operation or property is located, which policy is hereby made a part hereof to the same extent as if fully set forth herein; and to the payment of the deposit premium indicated.

It is a condition of this binder that whenever the policy of this Company is issued in lieu of its undertaking under this binder, its obligations hereunder shall cease and be void; provided, however, that this binder shall not continue in force beyond the expiration date stated herein. In no event shall this binder continue in force beyond thirty (30) days from its effective date. This binder is made and accepted subject to the foregoing stipulations and conditions and shall not be valid unless countersigned by the duly authorized agent of this Company.

When more than one Company is named in this binder, the above stipulations apply separately to each Company.

Company	Participation	Company	Participation
Aetna C&S Ins. Co.	100		

Mortgagee/Loss Payable Clause BB

E & OE

Dated August 20, 1979

REED SHAW STENHOUSE, INC.
OF ILLINOIS
By: Richard G. Stenhouse VP

MARGRP CDA dm - 0416

ORIGINAL

LS 003156

EXCESS THIRD PARTY LIABILITY POLICY

VA/insurance

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BELOW
(A stock insurance company, herein called the company)
CNA Center. 310 S. Michigan Ave.. Chicago. Ill. 60604

- [x] CONTINENTAL CASUALTY COMPANY
- [ ] NATIONAL FIRE INSURANCE COMPANY of Hartford
- [ ] AMERICAN CASUALTY COMPANY of Reading, Pa.
- [ ] TRANSPORTATION INSURANCE COMPANY
- [ ] TRANSCONTINENTAL INSURANCE COMPANY
- [ ] VALLEY FORGE INSURANCE COMPANY

Item DECLARATIONS

1.

PRODUCER NO.	BRANCH	PREFIX	POLICY NUMBER
012577	012	RDX	142-18-56

NAMED INSURED & ADDRESS: (Number & Street, Town, County & State)

The Marmon Group, Inc.
39 South LaSalle St.
Chicago, Illinois 60603

2. Policy Period: (hereinafter called "this policy period") 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN.

8-31-79 To: 8-31-80

ICC #37142

3. Schedule of Underlying Insurance: Insurer and Policy Number

First State Insurance & Northbrook

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.

COLUMN I		IN EXCESS OF COLUMN II	COLUMN III	
Company Limits		Underlying Limits	Total Limits	Coverage
$	Each Person	$	$	A. Bodily Injury
$	Each Occurrence	$	$	Automobile
$	Each Person	$	$	B. Bodily Injury
$	Each Occurrence	$	$	Except Automobile
$	Aggregate	$	$	
$	Each Occurrence	$	$	C. Property Damage Automobile
$	Each Occurrence	$	$	D. Property Damage
$	Aggregate	$	$	Except Automobile
$	Each Occurrence	$	$	E. Combined Single Limit Bodily
$	Aggregate	$	$	Injury and Property Damage
See End't #1				F. Other: Excess Umbrella Liability

5. Premium Computation

Premium Basis	Estimated Exposure	Rate	Estimated Premium
Flat		Flat	6,000.

Deposit Premium: $6,000. on effective date of policy
$
$

Minimum Premium: $6,000. Annual
$6,000. Policy term

Audit Period None

REED SHAW STENHOUSE, INC.
OF ILLINOIS
Countersigned by _____ Authorized Agent

By _____

G-40219-A

MARGRP CDA dm - 0417

LS 003157

It is agreed that the Limit of Liability afforded under this Policy is

$ 5,000,000. "each occurrence"

$ 5,000,000. "aggregate"

Combined Single Limit Bodily Injury and/or Property Damage

excess of

$ 50,000,000. "each occurrence

$ 50,000,000. "aggregate"

Combined Single Limit Bodily Injury and/or Property Damage
Umbrella Liability

which in turn is excess of Primary Insurance.

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
1.	RDX142-18-56

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

INSURANCE FROM CNA

Countersigned by _____
Authorized Agent

Blank Endorsement
G-33461-F

MARGRP CDA dm - 0418

LS 003158

It is agreed that this policy does not apply to any or all claims made against an insured, its directors, or officers by reason of any actual or alleged error or mis-statement or neglect or breach of duty by the directors or officers in the discharge of their duties, individually or collectively, or any other matter excluded by the terms and conditions of this policy claimed against them solely by reason of their being directors and officers of an insured.

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
2.	RDX142-18-56

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

INSURANCE FROM CNA

Countersigned by _____
Authorized Agent

Blank Endorsement
G-33461-F

MARGRP CDA dm - 0419

Use only with form G-40219-A

DEFENSE COVERAGE ENDORSEMENT

In consideration of the premium set forth herein, it is agreed that this policy is extended to include the following:

1. In the event of the cessation of the obligation of all underlying insurers either to investigate and defend the insured or to indemnify the insured or to pay on behalf of the insured the costs and expenses of investigating and defending the insured, then the company shall either

   (a) assume the duty of investigating and defending the insured against suits seeking damages otherwise covered under this policy, or

   (b) indemnify the insured for the reasonable costs and expenses of investigating and defending suits seeking damages otherwise covered under this policy,

   whichever the company may elect.

   However, nothing contained herein shall be construed as affording coverage for the office expenses of the insured, the salaries and expenses of employees of the insured or the general retainer fees of counsel retained by the insured.

2. As soon as the insured has information that the obligation of all underlying insurers to either investigate and defend, indemnify or pay on behalf of the insured the costs and expenses of investigating and defending the insured has or will cease, the insured shall immediately give written notice to the company. Upon receipt of such notice the company will, within a reasonable time, elect and notify the insured of its decision.

3. The additional obligations assumed by the company under the terms of this endorsement are included in, and not in addition to, the applicable limit of the company's liability.

4. The last sentence in the definition of loss in the policy form is deleted. The last sentence in Condition 2, "Notice of Loss, Participation in Defense by company" is deleted and replaced by the following:

   "When the company elects to proceed in accordance with provision 1(a) of this endorsement, the company shall assume the duty of investigating and defending the insured against suits seeking damages otherwise covered under this policy and shall have the right to make any settlement of any suit as it deems expedient. At all other times the company shall still have the right, but only if it so elects, to participate in the investigation, settlement, trial, appeal or other defense of any claim or suit against the insured."

5. The additional premium for this endorsement is Included

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
3.	RDX142-18-56

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Countersigned by _____
Authorized Agent

FOR ATTACHMENT TO EXCESS
LIABILITY POLICY

EXCLUSION
(Contamination or Pollution)

It is agreed that the insurance 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.

It is further 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, the insurance does not apply to **bodily injury** or **property damage** arising out of such discharge, dispersal, release or escape whether or not sudden and 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

Special State Exception: Paragraph two of this endorsement does not apply to **bodily injury** or **property damage** taking place within Tennessee or West Virginia.

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	*Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy*		
ENDT. NO.	POLICY NO.	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
4.	RDX142-18-56		

INSURANCE FROM CNA

Countersigned by _____
Authorized Agent

Form G-40345-B

MARGRP CDA dm - 0421

LS 003161

In consideration of the premium charged, it is agreed that Item #3, Schedule of Underlying Insurance, is amended to read as follows:

The Northbrook Insurance Company, The First State Insurance Company, The Fireman's Fund Insurance Company

It is further agreed that all of the Named Insureds as on file with the Company are covered under this policy.

It is further agreed that the policy Conditions are amended in part to show (30) days written notice of Cancellation in lieu of (10) ten

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
5.	RDX 142 18 56

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
The Marmon Group, Inc.	8/31/79

INSURANCE FROM CNA

REED SH[illegible]

Countersigned by _____
By _____ Authorized Agent

Blank Endorsement
G-33461-F

MARGRP CDA dm - 0422

LS 003162

STATE PROVISIONS
EXCESS THIRD PARTY LIABILITY POLICY (RDX)

ALL STATES — The Nuclear Energy Liability Exclusion (Broad Form) is amended as follows:

the phrases, "bodily injury or property damage", "bodily injury" and "property damage" contained in the policy are replaced by the word **"loss."**

MARYLAND — *If the policy is issued or delivered in the state of Maryland:*

1. The first paragraph of the "Cancellation" Condition is replaced by the following:
This policy may be cancelled by the insured named in item 1 of the declaration by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the insured named in item 1 of the declarations at the address shown in this policy, written notice stating when not less than forty-five days hereafter such cancellation shall be effective; provided that, if the named insured fails to discharge when due any of his obligations in connection with the payment of premium for this policy or any installment thereof, whether payable directly to the company or its agent or indirectly under any premium plan or extension of credit, this policy may be cancelled by the company by mailing to such insured written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by such insured or by the company shall be equivalent to mailing.

2. The following condition entitled "Renewal" is added:

If the Company elects not to renew this policy, it shall mail to the insured named in item 1 of the declarations at the address shown in this policy, written notice of such nonrenewal not less than forty-five days prior to the expiration date; provided that, notwithstanding the failure of the Company to comply with the foregoing provisions of this paragraph this policy shall terminate **1.** on such expiration date, if (a) the named insured has failed to discharge when due any of his obligations in connection with the payment of premium for this policy, or for the renewal thereof, or any installment of such premium, whether payable directly to the Company or its agent or indirectly under any premium finance plan or extension of credit, or (b) the company has by any means manifested its willingness to renew to the named insured or his representative, or (c) the named insured has notified the Company or its agent that he does not wish this policy to be renewed; or **2.** on the effective date of any other insurance policy issued as a replacement for any insurance afforded by this policy, with respect to any such insurance to which both such policies apply.

The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by the Company shall be equivalent to mailing.

Unless the Company has elected not to renew this policy, the named insured shall have a right to have the policy renewed for an additional period of time equivalent to the expiring term if the term of this policy is one year or less, or for one year if the term of this policy is longer than one year, in accordance with the then current coverage forms and premiums being applied to persons similarly situated. If this right is not affirmatively exercised to the Company or its authorized agent prior to the termination of this policy, it shall expire with such termination.

MASSACHUSETTS — If the policy is issued or delivered in Massachusetts:

1. The second paragraph of Provision 2 (Policy Period: Termination of Underlying Insurance) of Part I (Insuring Agreements) is deleted, and
2. the following condition is added to the policy:

"With respect to injury or destruction otherwise insured under this policy, it is a condition precedent of coverage under this policy that the **immediate underlying policy** provides valid and collectible insurance with respect to such injury or destruction; provided that the inability of the **immediate underlying policy** to provide valid and collectible insurance solely because of the exhaustion of the applicable aggregate limit of liability in such **immediate underlying policy** is not a violation of this condition precedent."

MICHIGAN — If the policy is issued or delivered in Michigan, Part I - Insuring Agreements is amended as follows:

1. The second paragraph of provision 2. (Policy Period: Termination of Underlying Insurance) is deleted.
2. The following provision 3. is added:

3. Maintenance of Underlying Insurance.

All **underlying insurance** shall be maintained in full force and effect throughout the currency of this policy. If any **underlying insurance** ceases to apply the insured shall give the Company written notice thereof as soon as practicable. Reduction or exhaustion of any aggregate limit under any **underlying insurance** shall not constitute a failure to maintain such insurance provided that upon notice of exhaustion the insured shall give the Company written notice thereof as soon as practicable.

Should the insured fail to maintain **underlying insurance** the Company shall only be liable to the same extent as if the insured *had maintained such insurance in full force and effect.*

NEW YORK — With respect to **Loss** arising in the State of New York, it is agreed that the following changes are made:

1. The first paragraph of Insuring Agreement I, Excess Liability Indemnity in Part I of the policy is deleted and replaced by the following:

"To pay on behalf of the insured the amount of **loss** which is in excess of the applicable limits of liability of the **underlying insurance** inserted in Column II of Item 4 in the declarations; provided that this policy shall apply only to those coverages for which a limit of liability is inserted in Column I; provided further, that the limit of the Company's liability under this policy shall not exceed the applicable amount inserted in Column I."

CNA *insurance*

REED SHAW STEN')USE INC.
OF ILLINOIS
INTERNATIONAL INSURANCE BROKERS
230 WEST MONROE STREET CHICAGO, ILLINOIS 60606 312-621-2500

IN. JRANCE BINDER

NO: 4495

INSURED'S NAME
The Marmon Group, Inc. (Including all Additional Named Insureds as on file with the underwriters).

ADDRESS
39 S. LaSalle St., Chicago, Illinois

LOCATION AND DESCRIPTION OF RISK

EFFECTIVE DATE 8-31-79 EXPIRATION DATE 8-31-80

PENDING ISSUANCE OF A POLICY, and in consideration of the stipulations herein contained, the Company listed below is hereby bound to the Insured for a maximum of ~~30 days~~, and fewer if so stipulated from 12:01AM (standard time) on the effective date until 12:01 A.M. Noon (standard time) on the date of expiration, unless sooner terminated by written notice.

KIND OF INSURANCE	PROPERTY COVERED	LIMITS OF LIABILITY	DEPOSIT PREMIUM
Umbrella Liability		$5,000,000 Excess of $50,000,000 Excess of Primary	$6,000

It is expressly stipulated that this binder is issued subject to all the terms and conditions of the policy regularly issued by the Company in the State in which the operation or property is located, which policy is hereby made a part hereof to the same extent as if fully set forth herein; and to the payment of the deposit premium indicated.

It is a condition of this binder that whenever the policy of this Company is issued in lieu of its undertaking under this binder, its obligations hereunder shall cease and be void; provided, however, that this binder shall not continue in force beyond the expiration date stated herein. In no event shall this binder continue in force beyond thirty (30) days from its effective date. This binder is made and accepted subject to the foregoing stipulations and conditions and shall not be valid unless countersigned by the duly authorized agent of this Company.

When more than one Company is named in this binder, the above stipulations apply separately to each Company.

Company	Participation	Company	Participation
CNA Ins. Co.	100		

Mortgagee/Loss Payable Clause BB

E & OE

Dated August 20, 1979

REED SHAW STENHOUSE, INC.
OF ILLINOIS
By: [signature]

MARGRP CDA dm - 0424

ORIGINAL

LS 003164

INSURANCE FROM CNA

☐ CONTINENTAL CASUALTY COMPANY
☐ NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
☐ AMERICAN CASUALTY COMPANY OF READING, PA.
x COLUMBIA CASUALTY COMPANY
☐ TRANSPORTATION INSURANCE COMPANY
☐ TRANSCONTINENTAL INSURANCE COMPANY
☐ VALLEY FORGE INSURANCE COMPANY

NOTICE OF CANCELLATION OR NON-RENEWAL

Date: JULY 28, 1980

MARMON GROUP, INC.
39 SOUTH LASALLE STREET
CHICAGO, IL 60603

Policy No.: RDX 416 97 02 & RDX 416 97 01

Issued to: THE MARMON GROUP

This is notice to you that:

☐ The Policy described above is canceled as of 12:01 A.M. Standard Time

_____
(Date)

☒ The Policy described above is not being renewed at its expiration date of

AUGUST 31, 1980
(Date)

IMPORTANT NOTICE TO INSURED: PLEASE READ REVERSE SIDE

Cancellation requested by: Company ☐ Insured ☐

The premium stated in said Policy is an estimated premium only and premium computation as provided for in the Policy will be made as soon as practicable. Any unearned premium will be refunded at such time. If additional premium is due, you will receive a statement for the amount due.

By Alfred J. Leonard
Authorized Representative

Copy to:

AVRECO, INC.
ATTN: BARB ZUPONECK
200 W. MONROE STREET
CHICAGO, IL 60606

Copy to:

MARGRP CDA dm - 0425

LS 003165

STOCK COMPANY

FIRST STATE
INSURANCE COMPANY

WILMINGTON, DELAWARE

Named Insured and Mailing Address
THE MARMON GROUP, INC., et al
(see Endorsement #1)
39 South La Salle Street
Chicago, Illinois 60603

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.

No. 927865
924822
Renewal of No.

DECLARATIONS – SPECIAL COVERAGE POLICY STOCK COMPANY

FIRST STATE
INSURANCE COMPANY

WILMINGTON, DELAWARE

Administrative Offices: 60 Batterymarch Street, Boston, Massachusetts 02110

NOTICE TO POLICYHOLDER

THIS CONTRACT IS ISSUED, PURSUANT TO SECTION 445 OF THE ILLINOIS INSURANCE CODE, BY AN INSURER NOT AUTHORIZED AND LICENSED TO TRANSACT BUSINESS IN ILLINOIS AND AS SUCH IS NOT COVERED BY THE ILLINOIS INSURANCE GUARANTY FUND.

Named Insured and Mailing Address
THE MARMON GROUP, INC., et al
(see Endorsement #1)
39 South La Salle Street
Chicago, Illinois 60603

Item 1. Policy Period: From August 31, 1979 To August 31, 1980

12:01 A.M., Standard Time at the address of the named Insured as stated herein.

Item 2. Premium: Advance Premium: $ 60,000.
Rate:

Minimum Premium: $ 60,000.

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 LIABILITY

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.
$15,000,000. Combined Single Limit Personal Injury and/or Property Damage each occurrence and in the aggregate.

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.

Countersigned by: Cameron & Colby Co.
by _____
Authorized

Date of Issue: October 1, 1979
rh

C-140

MARGRP CDA dm - 0427

LS 003167

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 Insurers".

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

NORTHBROOK EXCESS & SURPLUS INSURANCE CO. - Policy No. 63 005 974

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) $ 25,000,000. ultimate net loss in respect of each occurrence, but

(b) $ 25,000,000. 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) $ 15,000,000. ultimate net loss in all in respect of each occurrence - subject to a limit of

(d) $ 15,000,000. 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".

ENDORSEMENT #1

It is hereby understood and agreed that the Named Insured is to read as follows:

1. The Marmon Group, Inc.

2. Marmon Industries, Inc.

3. Cerro Marmon Coal Group and all Subsidiaries on file with the Company

4. Altamil Corporation
   All Divisions, Subsidiaries, and Affiliated Companies over which the Named Insured asserts financial and/or operative control excluding the following:

   a. The Housing Group

This endorsement to take effect on the 31st day of August, 1979. All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 927865 of FIRST STATE INSURANCE COMPANY.

Issued to: THE MARMON GROUP, INC., ETAL
11-6-79 bh

Cameron & Colby Co
by ..... Authorized

MARGRP CDA dm - 0429

LS 003169

ENDORSEMENT # 2

ERISA EXCLUSION

It is hereby understood and agreed that the coverage hereunder does not apply:

"To any claim based upon any actual or alleged error or omission or breach of duty, committed or alleged to have been committed in the discharge of Fiduciary duties, obligations or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974 or amendments thereto."

This endorsement to take effect on the 31st day of August, 1979.

All other items and conditions remain unchanged.

Attached to and forming part of Policy 927865 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

10-1-79
rh

Cameron & Colby Co.

MARGRP CDA dm - 0430

LS 003170

ENDORSEMENT #3

EXCESS WORKMEN'S COMPENSATION EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed, that this policy shall not apply 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.

This endorsement to take effect on the 31st day of August 1979.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 927865 of FIRST STATE INSURANCE COMPANY.

Issued to:The Marmon Group, Inc., et al

10-1-79
rh

Cameron & Colby Co.
By
Authorized

MARGRP CDA dm - 0431

LS 003171

ENDORSEMENT #4

In consideration of the premium charged, it is agreed that coverage provided by this policy shall not apply to:

Employers Liability, but only as respects the Coal Mining Group

This endorsement to take effect on the 31st day of August 1979.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 927865 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

10-1-79
rh

Cameron & Colby Co.
by [signature]
Authorized

MARGRP CDA dm - 0432

LS 003172

ENDORSEMENT #5

In consideration of the premium charged, it is agreed that there is no coverage under this policy for any liability resulting from any occupational disease, including Black Lung disease, sustained by any employees of Cerro Marmon Coal Group and all subsidiaries on file with the underwriters.

This endorsement to take effect on the 31st day of August 1979. All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 927865 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

10-1-79
rh

Cameron & Colby Co.
by _____
Authorized

MARGRP CDA dm - 0433

ENDORSEMENT #6

EXCLUSION

(Contamination or Pollution)

It is agreed that the insurance 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.

This endorsement to take effect on the 31st day of August 1979.

All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 927865 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

10-1-79
rh

Cameron & Colby Co.
by
Authorized

MARGRP CDA dm - 0434

LS 003174

ENDORSEMENT #7

AIRCRAFT PRODUCTS EXCLUSION

(Absolute)

This policy does not apply to claims made against the Insured for Products Liability as defined herein arising out of Aircraft Products. The term "Aircraft Products" means aircraft (including missiles or spacecraft and any ground support or control equipment used therewith), and any article furnished by the Insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, including ground handling tools and equipment, and also means training aids, instructions, manuals, blueprints, engineering or other data, engineering or other advice, and services and labor relating to such aircraft or articles.

This endorsement to take effect on the 31st day of August 1979. All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 927865 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

10-1-79
rh

Cameron & Colby Co.
by _____ Authorized

MARGRP CDA dm - 0435

LS 003175

ENDORSEMENT #8

AIRCRAFT LIABILITY EXCLUSION

It is agreed that this policy shall not apply to Personal Injury and/or Property Damage - including personal injury to passengers arising out of the ownership, maintenance and use of any owned aircraft.

This endorsement to take effect on the 31st day of August 1979. All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 927865 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

10-1-79
rh

Cameron & Colby Co.
By
Authorized

MARGRP CDA dm - 0436

LS 003176

ENDORSEMENT #9

COAL MINE LIMITATION ENDORSEMENT

It is agreed that such insurance as is afforded by the policy arising out of the operation of a surface coal mine for Property Damage 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 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.

2. The policy does not apply 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.

3. Except insofar as coverage is available to the insured in the underlying insurance as set forth in Schedule of Underlying Insurances of the policy, this policy shall not apply under Coverage 1 (B) 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

ENDORSEMENT #9

COAL MINE LIMITATION ENDORSEMENT (cont'd.)

(ii) The collapse of or structural injury to any building or structure due to (AA) grading of land, excavation, burrowing, filling or back-filling, tunneling, pile driving, coffer-dam work or caisson work, or (BB) to moving, shoring, underpinning, raising or demolition or 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, back-filling or pile driving, or to injury to or destruction of property at any time resulting therefrom.

4. The policy does not apply to Property Damage caused by seepage, pollution or contamination unless:

a) such seepage, pollution or contamination is caused by accident and results in Property Damage during the period of the policy; or

b) subsequent to seepage, pollution, or contamination, an accident ensues which causes Property Damage during the period of the policy and then only for Property Damage proximately caused by such an accident.

5. The policy does not apply to liability for restoration, reclamation, back-filling, grading, planting, covering or other modification of mine workings, high walls, spoil banks, haulage ways or streams.

It is agreed that the policy does not apply to mining operations at any location other than that at which mining operations were being conducted at the inception of the policy unless the insured has notified the company of the commencement of such operations, and the company has issued an endorsement to the policy extending it to such operations.

This endorsement to take effect on the 31st day of August 1979.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 927865 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

10-1-79
rh

Cameron & Colby Co.
By _____
Authorized

MARGRP CDA dm - 0438

LS 003178

ENDORSEMENT #10

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.

Attached to and forming part of Policy No. 927865 of the FIRST STATE INSURANCE COMPANY.

10-1-79
rh
C 47

Cameron & Colby Co.

By: ..... Authorized Agent

ENDORSEMENT #11

AMENDATORY CANCELLATION AND NONRENEWAL ENDORSEMENT
(ILLINOIS)

1. The cancellation provision of this policy is amended as follows:
   A. Cancellation for Nonpayment of Premium:
   If the Insured fails to discharge when due, any of his obligations in connection with the payment of premiums or any installment of such premium, whether payable directly to this Company or its agent, this policy may be cancelled by this Company only by mailing to the insured at the last mailing address known by the Company written notice of cancellation at least 10 days prior to the effective date of cancellation.
   B. Cancellation of Policies in effect less than 181 days:
   If this policy has been in effect less than 181 days, it may be cancelled by this Company, for any reason other than nonpayment of premium, only by mailing to the Insured at the last mailing address known by the Company written notice of cancellation at least 15 days prior to the effective date of cancellation.
   C. Cancellation of Policies in effect 181 days or more:
   If this policy has been in effect 181 days or more, it may be cancelled by this Company, for any reason other than nonpayment of premium, only by mailing to the Insured at the last mailing address known by the Company written notice of cancellation at least 30 days prior to the effective date of cancellation.

2. The following provision is added:
   Nonrenewal of Policy:
   If this Company elects not to renew this policy, it shall mail to the insured at the last mailing address known by the Company written notice of nonrenewal at least 30 days prior to the expiration date of this policy.

This endorsement to take effect on the 31st day of August 1979.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 927865 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

10-1-79
rh

Cameron & Colby Co.
by _____
Authorized

MARGRP CDA dm - 0440

LS 003180

ENDORSEMENT #12

ASBESTOS EXCLUSION

It is hereby understood and agreed that this policy shall not apply to any and all liability for past, present or future claims arising out of the manufacture, distribution, installation or handling of asbestos or products containing asbestos materials.

This endorsement to take effect on the 31st day of August 1979.
All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 927865 of FIRST STATE INSURANCE COMPANY.

Issued to: The Marmon Group, Inc., et al

10-1-79
rh

Cameron & Colby CO.
by _____
Authorized

MARGRP CDA dm - 0441

LS 003181

REED SHAW STENHOUSE INC.

OF ILLINOIS

INTERNATIONAL INSURANCE BROKERS

230 WEST MONROE STREET CHICAGO, ILLINOIS 60606 312 621-2500

INSURANCE BINDER

NO: 4499

INSURED'S NAME

The Marmon Group, Inc. (Including all Additional Named Insureds as on file with the underwriters).

ADDRESS

39 S. LaSalle Street, Chicago, Illinois

LOCATION AND DESCRIPTION OF RISK

EFFECTIVE DATE 8-31-79 **EXPIRATION DATE** 8-31-80

PENDING ISSUANCE OF A POLICY, and in consideration of the stipulations herein contained, the Company listed below is hereby bound to the Insured for a maximum of ~~30 days~~ and fewer if so stipulated from 12:01AM standard time) on the effective date until 12:01 A.M. Noon (standard time) on the date of expiration, unless sooner terminated by written notice.

KIND OF INSURANCE	PROPERTY COVERED	LIMITS OF LIABILITY	DEPOSIT PREMIUMS
Umbrella Liability		$15,000,000 Excess of $25,000,000 Excess of Primary	$60,000

It is expressly stipulated that this binder is issued subject to all the terms and conditions of the policy regularly issued by the Company in the State in which the operation or property is located, which policy is hereby made a part hereof to the same extent as if fully set forth herein; and to the payment of the deposit premium indicated.

It is a condition of this binder that whenever the policy of this Company is issued in lieu of its undertaking under this binder, its obligations hereunder shall cease and be void; provided, however, that this binder shall not continue in force beyond the expiration date stated herein. In no event shall this binder continue in force beyond thirty (30) days from its effective date. This binder is made and accepted subject to the foregoing stipulations and conditions and shall not be valid unless countersigned by the duly authorized agent of this Company.

When more than one Company is named in this binder, the above stipulations apply separately to each Company.

Company	Participation	Company	Participation
First State Ins. Co.	100		

Mortgagee/Loss Payable Clause _____

E & OE

Dated August 20, 1979

REED SHAW STENHOUSE, INC. OF ILLINOIS

By: _____ BB

ORIGINAL

Per Consent & Approval of Bob Campa @ Avreco

MARGRP CDA dm - 0442

LS 003182

Northbrook Insurance Company
Northbrook, Illinois

Declarations – Umbrella Liability Policy

Item 1. Named Insured: The Marmon Group, Inc.

63 005 974
Policy Number

Address: 39 South LaSalle Street
Chicago, Illinois 60603

Item 2. Limits of Liability - as insuring agreement II:

(a) $ 25,000,000 each occurrence

(b) $ 25,000,000 in the aggregate for each annual period where applicable

(c) $ 200,000 retained limit each occurrence

Item 3. Policy Period: From: August 31, 1979 To: August 31, 1980
(Beginning and ending at 12:01 A.M. Standard Time at the address of the Named Insured as stated herein)

Item 4. Computation of Premium: $0.335 per $1,000.00 Sales

Minimum Premium: $ 735,000.00

Deposit Premium: $ 735,000.00

Item 5. Audit Reporting Period:
If the Policy Period is more than one year and the premium is to be paid in installments; Premium is payable on:

Not applicable	Not applicable	Not applicable
Effective Date	1st Anniversary	2nd Anniversary

In the event of cancellation by the Named Insured, the Company shall receive and retain not less than as the policy minimum premium.

Item 6. Endorsements:
This Policy is subject to the following endorsements:

(1)	Special	(6)	Special	(11)	Special	(16)	Special	(21)	RU 94
(2)	N/B 48	(7)	N/B 49	(12)	Special	(17)	Special	(22)	RU 122
(3)	N/B 50	(8)	N/B 54	(13)	Special	(18)	Special		
(4)	N/B 24	(9)	N/B 11	(14)	Special	(19)	N/B 40		
(5)	N/B 35	(10)	Special	(15)	Special	(20)	N/B 121		

Item 7. Schedule of Underlying Insurance: See attached schedule.

am Countersignature Date October 1, 19 79

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0443

LS 003183

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 1 Page 1 of 2

It is agreed that such insurance as this policy affords to the Named Insured as shown in Item 1 of the Declarations, applies also to the Additional Named Insured(s) named below, subject to the following provisions:

1. The Named Insured as shown in Item 1 of the Declarations, is authorized to act for such Additional Named Insured(s) in all matters pertaining to this insurance, including receipt of notice of cancellation; and
2. Return premium, if any shall be paid to the Named Insured as shown in Item 1 of the Declarations and;
3. The Named Insured as shown in Item 1 of the Declarations, shall pay the premium for the insurance afforded the additional Named Insured(s): provided, that in the event of bankruptcy, or insolvency of the Named Insured as shown in Item 1 of the Declarations, each additional Named Insured shall be responsible for and shall pay to the company the premium for the insurance afforded such additional Named Insured.
4. The insurance applies with respect to the business operations of the additional Named Insured(s) in the state to which this policy applies.
5. The Named Insured as shown in Item 1 of the Declarations, declares that all firms named in the policy as additional Named Insureds or as additional Insureds are owned or financially controlled by the same interests.
6. It is further understood and agreed that the addition of one or more additional Named Insured shall not operate to increase the company's limits of liability.

NAMES OF ADDITIONAL NAMED INSUREDS

1) The Marmon Group, Inc.
2) Marmon Industries, Inc.
3) Altamil Corporation
   a) American Box Company
   b) Fontaine Truck Equipment Company
   c) Aluminum Forge Company
4) All divisions, Subsidiaries, and Affiliated Companies over which the Named Insured asserts financial and/or operative control, excluding the following:

This endorsement to take effect on the 31st day of August 19 79 . All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0444

LS 003184

EU7-1 PRINTED IN USA

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 1 Page 2 of 2

NAMES OF ADDITIONAL NAMED INSUREDS (Con't.)

a) Fetterolf Coal & Construction, Inc.
b) M. F. Fetterolf Coal Co., Inc.
c) M. F. Land Company, Inc.
d) Cerro Mining Company of Canada Limited
e) G. M. & W Coal Co.
f) Hames M. Stott Coal Co.
g) Penn Pocahantas Coal Co.
h) Calvert Coal Company
i) The Housing Group

5) American Safety Equipment
6) Cerro Marmon Coal Group and all subsidiaries on file with the Underwriters
7) Machine Parts Corporation
8) Portland Grove Company
9) Keystone Pipe & Supply Co.
10) Werner Die & Stamping Co.
11) Midwest Tanning
12) Chicago Mill & Lumber Co.
13) Pickrose Limited
14) Tamarac Utilities, Inc.

This endorsement to take effect on the 31st day of August 19 79 . All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0445

LS 003185

PRINTED IN U.S.A.

NESCO

Northbrook Excess and S plus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 2

In consideration of the premium charged, it is agreed that this policy shall not apply to any liability for property damage to:

(1) Property owned or occupied by or rented to any insured,

(2) Property used by any insured, or

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

This endorsement to take effect on the 31st day of August 1979. All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0446

LS 003186

PRINTED IN USA

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 3

In consideration of the premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of a breach of duty or the rendering of or failure to render professional services in the conduct of any insured's business as a real estate agent or broker or any other person for whose acts any insured is legally liable in the conduct of his business as a real estate agent.

This endorsement to take effect on the 31st day of August 19 79 . All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0447

LS 003187

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 4 Page 1 of 2

In consideration of the premium charged it is agreed that this policy shall not apply;

1. To property damage to:
   (a) equipment or property to be used in, a part of, or incidental to any construction operations, or
   (b) that portion of any property upon which operations are being performed by or on behalf of any Insured in the course of construction, reconstruction or repair.

2. To personal injury or property damage for:
   (a) any liability arising out of joint venture which is not designated in the Declarations;
   (b) any liability arising out of any project insured under a "wrap-up" or similar rating plan.

3. Except insofar as coverage, other than limits, is provided in the underlying insurance at the limits specified in the Schedule of Underlying Insurance in the Declarations to:
   (a) property damage included within the 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 any 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 any Insured under an Incidental Contract.

   The 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, burrowing,

This endorsement to take effect on the 31st day of August 19 79 . All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O Crowley
Authorized Representative

MARGRP CDA dm - 0448

LS 003188

PRINTED IN U.S.A.

NESCO
Northbrook
Excess and Surplus
Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 4

filling, back filling, tunneling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The Collapse Hazard does not include property damage (1) arising out of operations performed for any Insured by independent contractors, or (2) included with the Completed Operations Hazard or the Underground Property Damage Hazard, or (3) for which liability is assumed by any Insured under an Incidental Contract.

The 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 wire, 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, drillings, burrowing, filling, back filling, or pile driving. The Underground Property Damage hazard does not include property damage, (1) arising out of operations performed for any Insured by independent contractors, or (2) included within the Completed Operations Hazard, or (3) for which liability is assumed by any Insured under an incidental contract.

(b) Personal injury or property damage liability assumed by any Insured under any contract or agreement except an Incidental Contract:

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

This endorsement to take effect on the 31st day of August 19 79. All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0449

LS 003189

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 5

In consideration of the premium charged it is agreed that coverage under this policy does not apply to any loss arising out of any of the insureds acting as a fiduciary in regards to the administration or handling of Employee Benefit Plans or for any loss as a result of a breach of fiduciary responsibilities, obligations or duties as are imposed upon any of the insureds by the Employee Retirement Income Security Act of 1974 or amendments thereto or any regulations as are promulgated thereunder.

The term "Employee Benefit Plans" as used in this exclusion shall include Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workers' Compensation Plans Insurance, Unemployment Insurance, Social Security Insurance, Disability Benefits and any other similar Employee Benefit Programs sponsored by the insured, and shall also include professional or semiprofessional services or advice given by or on behalf of any of the insureds to any of the insureds employee or the employees representatives relative to the above mentioned plans.

This endorsement to take effect on the 31st day of August 19 79 . All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0450

LS 003190

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 6

In consideration of the premium charged, it is agreed that, as respects "Tamarac Utilities, Inc.":

1) the insurance afforded by 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 or gases, waste materials or other irritants, contaminants or pollutants into or upon land or the atmosphere, but this exclusion does not apply if such discharge, dispersal release or escape is sudden and accidental.

2) the insurance afforded by 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, or gases, waste materials or other irritants, contaminants or pollutants into or upon any watercourse or body of water.

3) this endorsement applies to "Tamarac Utilities, Inc." only and the Pollution exclusion as set forth in the policy jacket applies to all other entities.

4) there is no coverage under this policy for any liability (including liability assumed under contract) arising out of or contributed to any complete or partial failure to supply water.

This endorsement to take effect on the 31st day of August 19 79. All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0451

LS 003191

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 7

In consideration of the premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to any insureds liability arising out of the utterance or dissemination of any printed or published material, except with respect to advertising by or on behalf of the insured for the purpose of promoting its own business, if such advertising does not involve quoting from text of any printed or published material.

This endorsement to take effect on the 31st day of August 19 79 . All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0452

LS 003192

PRINTED IN U.S.A.

NESCO
Excess and Surplus
Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 8

In consideration of the premium charged, it is agreed that the insurance afforded by this policy shall not apply to any liability;

(1) Due to the leasing, chartering, renting, arranging, recommending, use or operation of any means of transportation by or for others as part of any travel tour, chartered trip or travel plan, or

(2) Caused by any breach of duty, negligent act, error or omission, or failure in the arrangement of a travel plan for others by any insured or of any person for whose acts any insured is legally liable.

and arising out of the conduct of any insured's business as a travel agent.

This endorsement to take effect on the 31st day of August 19 79. All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O Crowley
Authorized Representative

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 9

In consideration of the premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of the rendering of, or the failure to render, professional services by or on behalf of any insured, for others, in any insureds capacity as an architect, engineer or surveyor, including, but not limited to, any negligent act, error, omission or mistake involving the preparation of surveys, maps, plans, designs or specifications or supervisory inspection or engineering services furnished in connection therewith.

This endorsement to take effect on the 31st day of August 19 79 . All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0454

LS 003194

NESCO
Northbrook
Excess and Surplus
Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 10

In consideration of the premium charged, it is agreed that there is no liability under this policy (including liability assumed under contract) for any claim or loss arising out of the sale, handling, distribution or manufacturing of Polyvinyl Chloride "PVC" or any product containing any Polyvinyl Chloride "PVC".

This endorsement to take effect on the 31st day of August 19 79. All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0455

LS 003195

NESCO

Northbrook Excess and S plus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 11

In consideration of the premium charged, it is agreed that this policy shall not apply to claims made against the Insured arising out of Asbestosis or any similar condition caused by Asbestos.

It is further agreed that the limits of any underlying policy shall be deemed not to have been reduced or exhausted by any loss or claim which would be excluded by this endorsement.

This endorsement to take effect on the 31st day of August 19 79 . All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O Crowley
Authorized Representative

MARGRP CDA dm - 0456

LS 003196

PRINTED IN USA

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 12

Only insofar as coverage is afforded by underlying insurance listed in the "Schedule of Underlying Policies" for Employee Benefit Liability, it is agreed that this policy is extended to indemnify the Insured for all sums the Insured shall become legally obligated to pay on account of any claim made against the Insured and caused by any 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 Program.

This endorsement to take effect on the 31st day of August 19 79. All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0457

LS 003197

PRINTED IN U.S.A.

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 13

In consideration of the premium charged, it is agreed that the insurance afforded by this policy shall not apply to any liability (including liability assumed under contract) arising out of the operations conducted by or on behalf of La Salle Travel Corporation.

This endorsement to take effect on the 31st day of August 19 79 . All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0458

LS 003198

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 14

In consideration of the premium charged, it is agreed that there is no coverage under this policy for any liability (either direct or assumed under contract) resulting from any occupational disease, including Black Lung disease, sustained by any employees of Cerro Marmon Coal Group and all subsidiaries on file with the underwriters.

This endorsement to take effect on the 31st day of August 19 79. All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0459

LS 003199

PRINTED IN U.S.A.

NESCO

Northbrook Excess and S. plus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 15

In consideration of the premium charged, it is agreed that this policy shall not apply to any obligation for which "Cerro Marmon Coal Group and all subsidiaries on file with the underwriters" may be held liable under any Worker's Compensation, Unemployment Compensation or Disability Benefits Law; provided however, that this exclusion does not apply to liability of others assumed by the above Additional Named Insured under valid contract or agreement.

This endorsement to take effect on the 31st day of August 19 79. All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0460

LS 003200

PRINTED IN USA

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 16

In consideration of the premium charged it is agreed that the property damage liability coverage as provided under this policy is amended as respects any owned, managed or controlled mining operation as follows:

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 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.

2. The policy does not apply 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.

This endorsement to take effect on the 31st day of August 19 79 . All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0461

LS 003201

PRINTED IN U.S.A.

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 16

3. Except insofar as coverage is available to the insured in the underlying insurance as set forth in schedule of underlying insurances of the policy, this policy shall not apply under coverage I (ii) to:
   (A) Damage to or destruction of any property arising out of:
      (i) Blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power or transmitting equipment, or
      (ii) The collapse of or structural damage to any building or structure due to (AA) grading of land, excavation, burrowing, filling or back-filling, tunneling, pile driving, coffer-dam 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) Damage 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 occuring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving, or to damage to or destruction of property at any time resulting therefrom.

4. The policy does not apply to property damage caused by seepage, pollution or contamination unless:
   a) Such seepage, pollution or contamination is caused by accident and results in property damage during the period of the policy; or
   b) Subsequent to seepage, pollution, or contamination an accident ensues which causes property damage during the period of the policy and then only for property damage proximately caused by such an accident.

This endorsement to take effect on the 31st day of August 19 79. All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O Crowley
Authorized Representative

PRINTED IN U.S.A.

NESCO
Northbrook
Excess and S. plus
Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 16

5. The policy does not apply to liability for restoration, reclamation, back-filling, grading, planting, covering or other modification of mine workings, high walls, spoil banks, haulage ways or streams.

This endorsement to take effect on the 31st day of August 19 79 . All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0463

LS 003203

PRINTED IN U.S.A.

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 17

In consideration of the premium charged, it is agreed that Santa Fe Railroad is added to this policy as an Additional Named Insured but only as respects the rental agreement, dated April of 1979, between Marmon Transmotive and Santa Fe and only insofar as required by said agreement and excess of the underlying as listed.

This endorsement to take effect on the 31st day of August 19 79. All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0464

LS 003204

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 18

Any Allocated Loss Expense incurred in the investigation, defense, or settlement of any claim made or suit brought against an insured, for which insurance is afforded under this policy, shall be apportioned between Northbrook Excess and Surplus Insurance Company and the insured as follows:

a. If the settlement of judgment for an occurrence exceeds the deductible sum stated in this policy, the Allocated Loss Expense in connection therewith shall be borne by the insured and Northbrook Excess and Surplus Insurance Company in the same proportion as their respective liability under this policy for the judgment or settlement;

b. If a claim or suit is settled without payment of any damage by Northbrook Excess and Surplus Insurance Company the Allocated Loss Expense shall be borne solely by the insured.

"Allocated Loss Expense" shall mean all court costs, fees, and expenses; fees to attorney; costs of undercover operative and detective services; fees of independent adjusters or attorneys for investigation or adjustment of claims in areas not reasonably accessible to salaried employees of the Company; costs or employing experts for proparation of maps, photographs, diagrams, chemical or physical analysis or for advice, opinion or testimony concerning claims under investigation or in litigation; costs for legal transcript of testimony taken at coroner's inquests, criminal or civil proceedings, costs for copies of any public records; costs of depositions and court reporter or recorded statement; and any other similar fee, costs or expense reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss. "Allocated Loss Expense" shall not include salaries of Employees of Northbrook Excess and Surplus Insurance Company involved in defense or settlement or Northbrook Excess and Surplus Insurance Company's overhead expenses.

This endorsement to take effect on the 31st day of August 19 79 . All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0465

LS 003205

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 19

In consideration of the premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of injury to or destruction of standing timber or timberlands of others and/or owned in whole or in part by the insured, including the loss of use thereof, caused by fire, and arising out of logging or lumbering operations performed by or on behalf of the insured.

It is further agreed that such insurance as is afforded by the policy for property damage does not apply to the liability imposed upon the insured by statute or ordinance for the cost or expense incurred in the suppression of a forest fire.

This endorsement to take effect on the 31st day of August 1979. All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0466

LS 003206

PRINTED IN U.S.A.

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 20

The word "Sales" as used under Item Number 4 of the Declarations means the gross amount of money charged by any insured or by the others trading under their 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 any insured and such others collect as a separate item and remit directly to a governmental division.

This endorsement to take effect on the 31st day of August 19 79 . All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0467

LS 003207

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 21

AMENDMENT OF TERMINATION PROVISIONS

IT IS HEREBY AGREED that the cancellation condition of the Policy is deleted and replaced by the following:

CANCELLATION. This Policy may be cancelled by the Insured by surrender thereof to the Company 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 Insured at the address shown in this Policy or last known address written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Company cancels the Policy because the Insured has failed to pay a premium when due, this Policy may be cancelled by the Company by mailing a written notice of cancellation to the Insured stating when, not less than ten (10) days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date of the cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

If the Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected 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 to the Insured.

This endorsement to take effect on the 31st day of August 19 79. All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0468

LS 003208

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 22

CORPORATE NAME CHANGE

It is hereby understood and agreed that any reference in the Policy to the Company shall mean Northbrook Excess and Surplus Insurance Company.

This endorsement to take effect on the 31st day of August 19 79 . All other terms and conditions remain unchanged.

Countersignature Date October 1, 1979 am

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0469

LS 003209

NESCO

Northbrook
Excess and Surplus
Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 23

In consideration of the premium charged, it is agreed that Endorsement number 1 "Names of Additional Named Insureds" is amended in part to read as follows:

Delete: 14) Tamarac Utilities, Inc.

This endorsement to take effect on the 15th day of October 19 79. All other terms and conditions remain unchanged.

Countersignature Date February 27, 1980

Authorized Representative

MARGRP CDA dm - 0470

LS 003210

FORM PRINTED IN USA

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 24

In consideration of the premium charged, it is agreed that the "Schedule of Underlying Policies' is deleted in its entirety and is replaced with the following:

Carrier, Policy # & Period	Type of Policy	Applicable Limits
(1) Ranger Insurance Co. # WCR 29162 2-1-79 - 2-1-80	Standard Workmen's Compensation & Employers' Liability	COVERAGE B-EMPLOYERS' LIABILITY $500,000 one accident
(2) Ranger Insurance Co. # WCR 29163 2-1-79 - 2-1-80	Standard Workmen's Compensation & Employers' Liability (California)	COVERAGE B-EMPLOYERS' LIABILITY $500,000 one accident
(3) Western Hemisphere Insurance Company, Ltd. # TBD 8-31-79 - 8-31-80	General Liability (A)	$200,000 COMBINED SINGLE LIMIT per occurrence EXCESS OF A PROPERTY DAMAGE DEDUCTIBLE OF $2,500 each occurrence AND A BODILY INJURY DEDUCTIBLE OF NIL
(4) Western Hemisphere Insurance Company, Ltd. # TBD 8-31-79 - 8-31-80	General Liability (B)	$500,000 COMBINED SINGLE LIMIT per occurrence EXCESS OF (A) ABOVE AND SUBJECT TO A $1,000,000 annual aggregate APPLICABLE TO ALL INSUREDS EXCEPT THE PRODUCT LIABILITY OF THE REGO GROUP, INC. AND THE COMPREHENSIVE GENERAL LIABILITY OF AMERICAN SAFETY EQUIPMENT CORPORATION

This endorsement to take effect on the 31st day of August 1979. All other terms and conditions remain unchanged.

Countersignature Date February 27, 1980

Jerome O. Crowley
Authorized Representative

PRINTED IN USA

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 24

(5)	Western Hemisphere Insurance Company Ltd. #TBD 8/31/79 - 8/31/80	Products/Completed Operations for The Rego Group, Inc.	(A)	$200,000 COMBINED SINGLE LI per occurrence EXCESS OF A PROPERTY DAMAGE DEDUCTIBLE $2,500 each occurrence AND BODILY INJURY DEDUCTIBLE OF
(6)	Western Hemisphere Insurance Company Ltd. #TBD 8/31/79 - 8/31/80	Products/Completed Operations for The Rego Group, Inc.	(B)	$500,000 COMBINED SINGLE LI per occurrence EXCESS OF (A ABOVE AND SUBJECT TO A $1,000,000 annual aggregate
(7)	Western Hemisphere Insurance Company Ltd. #TBD 8/31/79 - 8/31/80	General Liability for American Safety Equipment Corporation	(A)	$200,000 COMBINED SINGLE LI PER OCCURRENCE EXCESS OF A PROPERTY DAMAGE DEDUCTIBLE OF $2,500 each occurrence AND A BODILY INJ DEDUCTIBLE OF NIL
(8)	Western Hemisphere Insurance Company Ltd. #TBD 8/31/79 - 8/31/80	General Liability for American Safety Equipment Corporation	(B)	$500,000 COMBINED SINGLE LI per occurrence EXCESS OF (A ABOVE AND SUBJECT TO A $1,000,000 annual aggregate
(9)	Ranger Insurance Co. #CGA 505221 #TAP 700255 2/1/79 - 2/1/80	Automobile Liability		BODILY INJURY LIABILITY $500,000 each person $1,000,000 each occurrence PROPERTY DAMAGE LIABILITY $200,000 each occurrence

This endorsement to take effect on the 31st day of August 19 79. All other terms and conditions remain unchanged.

Countersignature Date February 27, 1980

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0472

LS 003212

PRINTED IN USA

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 24 Page 3 of 8

(10)	Ranger Insurance Co. #MVP 100006 1/1/79 - 1/1/80	Automobile Liability (Massachusetts)	Bodily Injury Liability $500,000 each person $1,000,000 each occurrence Property Damage Liability $200,000 each occurrence
(11)	Royal Insurance Co. #A9432716 #A8538645 #A9-11-61-36 2/1/79 - 2/1/80	Automobile Liability (Canada)	Combined Single Limit for Bodily Injury and Property Damage combined $1,000,000 each occurrence
(12)	INA #AVG 048486 10/15/78 - 10/15/81	Aircraft Liability (non-owned)	Bodily Injury Liability excluding Passengers, Passe Bodily Injury Liability and Property Damage Liability combined $20,000,000 each occurrence
(13)	Granite State Insurance Co. #80-109012 5/2/79 - 5/2/80	Foreign Liability	Combined Single Limit for Bodily Injury and Property Damage combined $1,000,000 each occurrence $1,000,000 aggregate
(14)	Employers Reinsurance Corp. #C-33113 1/1/79 - 1/1/80	Specific Excess Workers' Compensation Reinsurance Agreement	Coverage B-Employers' Liabi $500,000 each occurrence ex of $300,000 each occurrence
(15)	Aetna Insurance Co. #CG 257947 7/1/79 - 7/1/80	Comprehensive General Liability for Tamarac Utilities, Inc.	Bodily Injury Liability $1,000,000 each occurrence $1,000,000 aggregate Property Damage Liability $250,000 each occurrence $1,000,000 aggregate

This endorsement to take effect on the 31st day of August 19 79. All other terms and conditions remain unchanged.

Countersignature Date February 27, 1980 rs

Authorized Representative

MARGRP CDA dm - 0473

LS 003213

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NESCO
Northbrook
Excess and Surplus
Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 24

(16)	Bellefonte Insurance Co. #GL 3040701 7-1-79 - 7-1-80	Products/Completed Operations for Tamarac Utilities, Inc.	BODILY INJURY AND PROPERTY DAMAG DAMAGE LIABILITY $500,000 each occurrence $500,000 aggregate BODILY INJURY AND PROPERTY DAMAG LIABILITY DEDUCTIBLE OF $250 per claim
(17)	Employers Insurance of Wausau #1620 03 045769 1/1/79 - 1/1/80	Comprehensive General Liability for Chicago Mill and Lumber Co., A Partnership and Helena Southwestern Railroad Company	BODILY INJURY AND PROPERTY DAMAG LIABILITY $500,000 each occurrence $500,000 aggregate
(18)	Employers Insurance of Wausau #1620 04 045769 1-1-79 - 1-1-80	Automobile Liability For Chicago Mill and Lumber Company, A Partnership and Helena Southwestern Railroad Company	BODILY INJURY LIABILITY $500,000 each person $500,000 each accident PROPERTY DAMAGE LIABILITY $500,000 each accident
(19)	Employers Insurance of Wausau #1619 04 045769 1-1-79 - 1-1-80	Standard Workmen's Compensation and Employers' Liability for Chicago Mill and Lumber Company, A Partnership	COVERAGE B-EMPLOYERS' LIABILITY $500,000 one accident
(20)	Old Republic Insurance Co. #ZC 25939 3-1-79 - 3-1-80	Comprehensive General Liability for Fetterolf Coal and Construction, Inc. and Subsidiaries	BODILY INJURY AND PROPERTY DAMAG LIABILITY $500,000 each occurrence $500,000 aggregate

This endorsement to take effect on the 31st day of August 19 79. All other terms and conditions remain unchanged.

Countersignature Date February 27, 1980

Authorized Representative

MARGRP CDA dm - 0474

LS 003214

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 24

(21)	Old Republic Insurance Co. #ZC 25941 3-1-79 - 3-1-80	Comprehensive General Liability for James M. Stott Coal Company	BODILY INJURY AND PROPERTY DAMAGE LIABILITY $500,000 each occurrence $500,000 aggregate
(22)	Old Republic Insurance Co. #ZC 25942 3-1-79 - 3-1-80	Comprehensive General Liability for G.M. & W. Coal Co.	BODILY INJURY AND PROPERTY DAMAGE LIABILITY $500,000 each occurrence $500,000 aggregate
(23)	Old Republic Insurance Co. #ZC 25940 3-1-79 - 3-1-80	Comprehensive General Liability for Calvert Coal, Inc. and Subsidiaries	BODILY INJURY AND PROPERTY DAMAGE LIABILITY $500,000 each occurrence $500,000 aggregate
(24)	Old Republic Insurance Co. #TB 1462 3-1-79 - 3-1-80	Automobile Liability for Fetterolf Coal and Construction, Inc. and Subsidiaries	BODILY INJURY AND PROPERTY DAMAGE LIABILITY $500,000 each accident
(25)	Old Republic Insurance Co. #TB 1465 3-1-89 - 3-1-80	Automobile Liability for G.M. & W. Coal Co.	BODILY INJURY AND PROPERTY DAMAGE LIABILITY $500,000 each accident
(26)	Old Republic Insurance Co. #TB 1464 3-1-79 - 3-1-80	Automobile Liability for James M. Stott Coal Company	BODILY INJURY AND PROPERTY DAMAGE LIABILITY $500,000 each accident
(27)	Old Republic Insurance Co. #TB 1463 3-1-79 - 3-1-80	Automobile Liability for Calvert Coal, Inc. and Subsidiaries	BODILY INJURY AND PROPERTY DAMAGE LIABILITY $500,000 each accident

This endorsement to take effect on the 31st day of August 19 79. All other terms and conditions remain unchanged.

Countersignature Date February 27, 1980

Jerome O Crowley
Authorized Representative

MARGRP CDA dm - 0475

LS 003215

PRINTED IN U.S.A.

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 24

(28)	Motorists Beneficial Insurance Company CMB 705 3-1-79 - 3-1-80	Standard Workmen's Compensation and Employers' Liability for Fetterolf Coal and Construction, Inc. and Subsidiaries, James M. Stott Coal Company, G.M. & W. Coal Co., and Calvert Coal, Inc. and Subsidiaries	COVERAGE B-EMPLOYERS' LIABILITY $500,000 one accident
(29)	Federal Insurance Company MP 690 07 80 12-31-78 - 12-31-79	Comprehensive General Liability for Kangol Headwear, Inc.	COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE $500,000 each occurrence $500,000 aggregate
(30)	Federal Insurance Company MP 690 07 80 12-31-78 - 12-31-79	Non-owned or Hired Automobile Liability for Kangol Headwear, Inc.	BODILY INJURY LIABILITY $500,000 each person $500,000 each occurrence PROPERTY DAMAGE LIABILITY $100,000 each occurrence
(31)	State Insurance Fund #142 392-0 12-1-78 - 12-1-79	Standard Workmen's Compensation and Employers' Liability for Kangol Headwear, Inc.	COVERAGE B-EMPLOYERS' LIABILITY $100,000 one accident
(32)	Federal Insurance Company (79) 7925-69-46 12-31-78 - 12-31-79	Commercial Umbrella Liability for Kangol Headwear, Inc.	$1,000,000 each occurrence $1,000,000 annual aggregate RETAINED LIMIT $10,000

This endorsement to take effect on the 31st day of August 19 79 . All other terms and conditions remain unchanged.

Countersignature Date February 27, 1980

Jerome O'Crowley
Authorized Representative

LS 003216

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 24

(33)	Liberty Mutual Fire Insurance Company #WC 2-141-012315-199 7/1/79 - 7/1/80	Workers' Compensation and Employers' Liability for Wells Lamont Corporation, A Division of Marmon Company	COVERAGE B-EMPLOYERS' LIABILITY $100,000 one accident
(34)	Liberty Mutual Insurance Company #WC 1-141-012315-209 7/1/79 - 7/1/80	Workmen's Compensation and Employers' Liability for Wells Lamont Corporation, A Division of Marmon Company -MA	COVERAGE B-EMPLOYERS' LIABILITY $100,000 one accident
(35)	Liberty Mutual Fire Insurance Company #WC 2-141-012315-219 7/1/79 - 7/1/80	Workers' Compensation and Employers' Liability for Wells Lamont Corporation A Division of Marmon Company -CA	COVERAGE B-EMPLOYERS' LIABILITY $500,000 one accident
(36)	Liberty Mutual Insurance Company #WC 1-341-023086-019 2/8/79 - 2/8/80	Workmen's Compensation and Employers' Liability for Mid West Tanning Co.	COVERAGE B-EMPLOYERS' LIABILITY $100,000 one accident
(37)	Hartford Fire Insurance Company #82 - CBP 200390 9/30/76 - 9/30/79	Comprehensive General Liability for Werner Die and Stamping Company	BODILY INJURY LIABILITY $1,000,000 each occurrence $1,000,000 aggregate PROPERTY DAMAGE LIABILITY $500,000 each occurrence $500,000 aggregate

This endorsement to take effect on the 31st day of August 19 79 . All other terms and conditions remain unchanged.

Countersignature Date February 27, 1980

Jerome O Crowle
Authorized Representative

MARGRP CDA dm - 0477

LS 003217

PRINTED IN U.S.A.

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 24

(38)	Hartford Accident and Indemnity Company #83 WZ 656329 9/30/78 - 9/30/79	Standard Workmen's Compensation and Employers' Liability for Werner Die and Stamping Company	COVERAGE B-EMPLOYERS' LIABILITY $100,000

This endorsement to take effect on the 31st day of August 19 79 . All other terms and conditions remain unchanged.

Countersignature Date February 27, 1980

Jerome O Crowley
Authorized Representative

MARGRP CDA dm - 0478

LS 003218

PRINTED IN U.S.A.

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 25

In consideration of the premium charged, it is agreed that Item 4 of Endorsement #1 as respects "Names of Additional Named Insureds" is amended to read as follows:

4) All Divisions, Subsidiaries, and Affiliated Companies over which the Named Insured asserts financial and/or operative control, excluding the following:

a) The Housing Group

This endorsement to take effect on the 31st day of August 19 79. All other terms and conditions remain unchanged.

Countersignature Date February 27, 1980

Authorized Representative

MARGRP CDA dm - 0479

LS 003219

PRINTED IN U.S.A.

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group., Inc.

Policy No.: 63 005 974
Endorsement No.: 26

In consideration of the premium charged, it is agreed that Item 4 on Endorsement # 24 is amended to read as follows:

Carrier, Policy # & Period	Type of Policy	Applicble Limits
(4) Western Hemisphere Insurance Company. Ltd. # TBA 8-31-79 8-31-80	General Liability (B).	$500,000 combined single limit per occurrence excess of (A) above and subject to a $1,000,000 annual aggregate applicable to all Insureds except the Products Liability of the Rego Group, Inc.

It is further agreed that Items 7 & 8 on Endorsement # 24 are deleted in their entirety.

This endorsement to take effect on the 31st day of August 19 79. All other terms and conditions remain unchanged.

Countersignature Date March 18, 1980 cc

Jerome O Crowley
Authorized Representative

MARGRP CDA dm - 0480

LS 003220

PRINTED IN U.S.A.

NESCO

Northbrook Excess and S plus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 005 974
Endorsement No.: 27

Policy Period: August 31, 1979 to August 31, 1980

Adjustment Period: August 31, 1979 to August 31, 1980

Classification	Code or Rating Base	Amount	Rate	Earned Premium
Primary Umbrella Liability	Per $1,000.	$1,898,345,748.00	$0.335	$635,946.00

Total Earned Premium: $635,946.00

Deposit Premium:	$735,000.00
Minimum Premium:	$735,000.00
Total Earned Premium:	$635,946.00
Additional Premium:	Minimum Applies
Return Premium:	Not applicable

This endorsement to take effect on the 31st day of August 19 80 . All other terms and conditions remain unchanged.

Countersignature Date April 15, 1981

Jerome O. Crowley
Authorized Representative

MARGRP CDA dm - 0481

LS 003221

RU7-1 PRINTED IN USA

NESCO
Northbrook
Excess and Surplus
Insurance Company
Northbrook, Illinois

ISSUED TO FORM A PART OF POLICY NO. 63 005 974

SCHEDULE OF UNDERLYING POLICIES

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF POLICY	APPLICABLE LIMITS
(1) Ranger Ins. Co. #29115 2/1/78 - 2/1/81	Standard Worker's Compensation & Employer's Liability	Coverage B-Employers' Liability $500,000 one accident
(2) Ranger Ins. Co. #29114 2/1/78 - 2/1/80	Standard Worker's Compensation & Employers' Liability (California)	Coverage B-Employers' Liability $500,000 one accident
(3) Self Insured Retention with Martin Boyer providing Service Contract	General Liability including: Products/ Completed Operations, Personal Injury, Blanket Contractual, Employee Benefits, Host Liquor, Incidental Malpractice, Non-Owned & Hired Watercraft, Broad Form Property Damage, Employees as Additional Insureds, Vendors (Excluding Rego Division of Goleanda Corporation)	$200,000 each occurrence
(4) Self Insured Retention with Martin Boyer providing Service Contract	General Liability including: Products/ Completed Operations, Personal Injury, Blanket Contractual, Employee Benefits, Host Liquor, Incidental Malpractice, Non-Owned & Hired Watercraft, Broad Form Property Damage, Employees as Additional Insureds, Vendors (Excluding Rego)	Combined Single Limit for Bodily Injury and Property Damage Combined $500,000 each occurrence $1,000,000 aggregate excess of (3) above

Northbrook
Insurance Company
Northbrook, Illinois

Umbrella Liability Policy

STOCK COMPANY

NORTHBROOK INSURANCE COMPANY

If you have a question or complaint about your insurance you can contact us at:

Northbrook Insurance Company
100 Allstate Plaza South
Northbrook, IL 60062

Also, the Illinois Department of Insurance maintains a Public Service Division. They can be reached at:

Illinois Department of Insurance
Public Service Division
215 E. Monroe
Springfield, IL 62767

ISSUED TO FORM A PART OF POLICY NO. 63 005 974

SCHEDULE OF UNDERLYING POLICIES

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF POLICY	APPLICABLE LIMITS
5) Self Insured Retention with Marton Boyer providing Service Contract	General Liability including Products/ Completed Operations for Rego Division of Goleanda Corporation	$200,000 each occurrence
6) Self Insured Retention with Martin Boyer Providing Service Contract	General Liability including: Products/ Completed Operations for Rego Division of Goleander Corporation	Combined Single Limit for Bodily Injury and Property Damage Combined $500,000 each occurrence $1,000,000 aggregate excess of item (5) above
(7) Ranger Insurance Co. #CGA503589 2/1/78 - 2/1/81	Automobile Liability	Bodily Injury Liability $500,000 each person $1,000,000 each occurrence Property Damage Liability $200,000 each occurrence
(8) Ranger Insurance Co. #MVP100005	Automobile Liability (Massachusetts)	Bodily Injury Liability $500,000 each person $1,000,000 each occurrence Property Damage Liability $200,000 each occurrence
(9) Royal Insurance Co. #A9053833 (owned auto) #A9115107 (Non-owned auto)	Automobile Liability (Canada)	Combined Single Limit for Bodily Injury and Property Damage Combined $1,000,000 each occurrence
10) INA #TBA	Aircraft Liability (Non-Owned)	Combined Single Limit for 1) Bodily Injury Liability Excluding Passengers 2) Passenger Bodily Injury Liability 3) Property Damage Liability $20,000,000 each occurrence
11) Chubb #TBA	Foreign Liability (Excluding Accutronics & Hammond Organ Company)	Combined Single Limit for Bodily Injury and Property Damage Combined $500,000 each occurrence $500,000 aggregate

Northbrook Insurance Company (hereinafter called the Company) agrees with the Named Insured, named in Item 1 of the Declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of this policy:

Insuring Agreements

I. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

A. imposed upon the Insured by law, or

B. assumed under contract or agreement by the Named Insured,

for damages on account of

A. Personal Injuries

B. Property Damage

C. Advertising Liability,

caused by or arising out of each Occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY

The Company shall only be liable for the Ultimate Net Loss in excess of either

A. the limits of the underlying insurances as set out in the attached SCHEDULE OF UNDERLYING POLICIES in respect of each Occurrence covered by said underlying insurances, or

B. the retained limit as stated in Declaration Item 2 (c) if the Occurrence is not covered by said underlying insurances, (hereinafter called the underlying limits),

and then only up to a further sum as stated in Item 2 (a) of the Declarations in all in respect of each Occurrence - subject to a limit as stated in Item 2 (b) of the Declarations in the aggregate

A. for each annual period during the currency of this policy, but

B. separately in respect of Products Liability and in respect of Personal Injury (fatal or nonfatal) by occupational disease sustained by any employee of the Insured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying limits by reason of losses paid thereunder, this policy, subject to all of its terms and conditions, shall

A. in the event of reduction pay the excess of the reduced underlying limit, or

B. in the event of exhaustion continue in force as underlying insurance.

Regardless of the number of

A. Insureds under this policy,

B. persons or organizations who sustain a loss,

C. claims made or suits brought on account of Personal Injury, Advertising Liability, or Property Damage, or

D. Automobiles, Aircraft or Watercraft to which this policy applies, the Limit of Liability stated in Item 2 (a) of the Declarations is the limit of the Company's liability for all Ultimate Net Loss as the result of any one Occurrence.

There is no limit to the number of Occurrences for which claims may be made, except that the Limit of Liability stated in Item 2 (b) of the Declarations is the total limit of the Company's liability for all Ultimate Net Loss in respect of all Personal Injury and Property Damage which occurs during the policy period and arising out of the products hazard or the completed operations hazard or both combined. If this policy is issued for more than one year, this aggregate limit of liability applies separately to each consecutive annual period of this policy, or if the last consecutive period is less than 12 months, to such period of less than 12 months. If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is specifically stated to be excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

III. SUPPLEMENTAL DEFENSE

It is agreed that with respect to any Occurrence covered only by the terms and conditions of this policy except for the amount of the retained limit, 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. 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, the cost of bail bonds required of the Insured in the event of accident or traffic law violation during the policy period, but without any obligation to apply for or furnish any such bond;

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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;

and the amounts so incurred, except salaries of any permanent employes of the Insured or the Company, shall be included in the Ultimate Net Loss in computing the limit of the Company's liability but shall not be payable in addition to the limit of the Company's liability, and shall not be included in the retained limit.

In any country 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.

Definitions

This policy is subject to the following definitions:

I. NAMED INSURED

"Named Insured" shall be as stated in Item 1 of the Declarations forming a part hereof.

II. INSURED

"Insured" includes

A. the Named Insured, and, if the Named Insured is designated in Item 1 of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to the person's liability as such;

B. any officer, director, stockholder or employe of the Named Insured, while acting in the capacity as such, and any organization or proprietor with respect to real estate management for the Named Insured;

C. any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only to the extent of such obligation and in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or of facilities used by the Named Insured;

D. any additional insured (not being the Named Insured under this policy) included in the underlying insurances, subject to the provisions in Condition II, ADDITIONAL INSUREDS, but not for broader coverage than is available to such additional insured under any underlying insurances as set out in attached schedule;

E. with respect to any Automobile owned by the Named Insured or hired for use in behalf of the Named Insured, or to any Aircraft owned by or hired for use in behalf of the Named Insured, any person while using such Automobile or Aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the Automobile or Aircraft is with the permission of the Named Insured. The insurance extended by this subdivision (E.) with respect to any person or organization other than the Named Insured shall not apply

1. to any person or organization, or to any agent or employe thereof, operating an Automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any Occurrence arising out of the operation thereof;

2. to any manufacturer of Aircraft, Aircraft engines, or aviation accessories, or to any aviation sales, service or repair organization, or to any airport or hangar operator, or to any of their respective employes or agents with respect to any Occurrence arising out of any of the aforementioned;

3. with respect to any hired Automobile or Aircraft, to the owner thereof or any employe of such owner. This subdivision (E.) shall not apply to the extent that it restricts insurance which is afforded by subdivision D of this paragraph;

4. with respect to any non-owned Automobile, to any officer, director, stockholder, partner or employe of the Named Insured if such Automobile is owned in full or in part by such person or a member of that person's household.

III. PERSONAL INJURIES

"Personal Injury" means bodily injury (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any advertising activities and which results in an Occurrence during the policy period.

IV. PROPERTY DAMAGE

"Property Damage" shall mean loss of or direct damage to or destruction of tangible property (other than property owned by any Insured) and which results in an Occurrence during the policy period.

V. ADVERTISING LIABILITY

"Advertising Liability" wherever used herein shall mean

A. libel, slander or defamation,

B. any infringement of copyright or of title or of slogan,

C. piracy or unfair competition or idea misappropriation under an implied contract, or

D. any invasion of right of privacy

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities and which results in an Occurrence during the policy period.

VI. OCCURRENCE

"Occurrence" means an accident, event or happening including continuous or repeated exposure to conditions which results, during the policy period, in Personal Injury, Property Damage or Advertising Liability neither expected nor intended from the standpoint of the Insured. Assault and battery committed by, at the direction of or on behalf of any Insured for the purpose of protecting the person or property of any Insured or of others shall be deemed to be an Occurrence. All such Personal Injury, Property Damage or Advertising Injury caused by one event or by continuous or repeated exposure to substantially the same conditions shall be deemed to result from one Occurrence.

VII. DAMAGES

"Damages" includes damages for death and for care and loss of services resulting from Personal Injury and damages for loss of use of property resulting from Property Damage and damage to intangible property resulting from Advertising Liability.

VIII. ULTIMATE NET LOSS

"Ultimate Net Loss" shall mean the total sum which the Insured, or the Insured's underlying insurance as scheduled, or both, become obligated to pay by reason of Personal Injuries, Property Damage or Advertising Liability claims, either through adjudication or compromise, and shall also include expenses consisting of: hospital, medical and funeral charges; all sums paid as salaries, wages, compensation, fees, charges and law costs; premiums on attachment or appeal bonds, interest; expenses for docotors, lawyers, nurses, and investigators and other persons; litigation, settlement; adjustment and investigation of claims and suits which are paid as a consequence of any Occurrence covered hereunder. The salaries of the Insured's or of any underlying insurer's permanent employes shall be excluded.

The Company shall not be liable for such expenses as aforesaid when coverage for the payment of such expenses is included in other valid and collectible insurance.

IX. AUTOMOBILE

"Automobile" means a vehicle designed for travel principally on the land but does not include a Hovercraft.

A. "Hired Automobile" means an automobile not owned by the Named Insured or by any member of the same household that is used under contract in behalf of, or loaned to, the Named Insured, provided such automobile is not owned in whole or in part by or registered in the name of

1. any executive officer or director of the Named Insured or any member of the household of such officer or director or
2. an employe or agent of the Named Insured who is granted an operating allowance of any sort for the use of such automobile or any member of the household of such employe or agent.

B. "Non-owned Automobile" means an automobile that is neither owned, hired nor a temporary substitute automobile.

C. "Owned Automobile" means an automobile owned in whole or in part by the Named Insured or by any member of the same household and a temporary substitute automobile.

D. "Temporary Substitute Automobile" means an automobile not owned in whole or in part by the Named Insured or by any resident of the same household, while temporarily used with the permission of the owner as a substitute for an owned automobile when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction.

X. AIRCRAFT

"Aircraft" means a heavier-then-air vehicle containing an internal power source and designed for travel principally in the air; but does not include a Hovercraft.

A. "Hired Aircraft" means an aircraft not owned by any Insured or by any member of the household of any Insured that is used under contract in behalf of, or loaned to, the Insured for a period not exceeding one calendar month and for which the owner or lessor thereof furnishes all members of the operating crew, provided such aircraft is not owned in whole or in part by or registered in the name of any executive officer or director of any Insured or any member of the household of such officer or director.

B. "Non-Owned Aircraft" means an aircraft that is neither owned, hired, nor a temporary substitute aircraft.

C. "Owned Aircraft" means an aircraft

1. owned in whole or in part by or registered in the name of any Insured or any resident of the household of any Insured and a temporary subsitute aircraft; or
2. used under contract in behalf of, or loaned to, any Insured for a period exceeding one calendar month.

D. "Temporary Substitute Aircraft" means an aircraft not owned in whole or in part by or registered in the name of any Insured or any resident of the household of any Insured while temporarily used with permission of the owner as a substitute for an owned aircraft when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction.

XI. WATERCRAFT

"Watercraft" means a vehicle designed for travel principally on the water, and includes a Hovercraft.

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XII. HOVERCRAFT

"Hovercraft" means a vehicle designed to operate in the air above land or water utilizing the ground effect principle.

XIII. PRODUCTS LIABILITY

"Products Liability" means liability arising out of products hazard and/or completed operations hazard.

A. Products hazard means liability arising out of goods or products manufactured, sold, handled or distributed by the Insured or by others trading under the Insured's name (hereinafter called "the Insured's products") if the Occurrence occurs after possession of such goods or products has been relinquished to others by the Insured or by others trading under the Insured's name and if such Occurrence occurs away from premises owned, rented, or controlled by the Insured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, (including, but not limited to, Automobile, Aircraft, Watercraft, Hovercraft), 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.

B. Completed operations hazard means liability arising out of operations, if the Occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the 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:

1. pick-up or delivery, except from or onto a railroad car,
2. the maintenance of vehicles (including, but not limited to, Automobile, Aircraft, Watercraft, Hovercraft), owned or used by or in behalf of the Insured,
3. the existence of tools, uninstalled equipment and abandoned or unused materials.

XIV. ANNUAL PERIOD

"Annual Period" means the twelve-month period following the policy effective date or following any anniversary date thereof falling within the policy period, or if the policy period between the policy effective date or any anniversary date and the termination of this policy is less than twelve months, such lesser period.

XV. AIRCRAFT PRODUCTS

"Aircraft Products" means Aircraft (including missiles or spacecraft and any ground support or control equipment used therewith), Aircraft parts and goods or products installed in or on Aircraft or used in connection with Aircraft, manufactured, sold, handled or distributed by the Named Insured or by others trading under the Insured's name. "Aircraft Products" includes tooling used in the manufacture of Aircraft products, and also includes ground handling tools and equipment, training aids, instructions, manuals, blueprints, engineering and other data, engineering and other advice and services and labor relating to aircraft products.

XVI. GROUNDING

"Grounding" means the withdrawal, at or about the same time, in the interest of safety, of one or more Aircraft from flight operations because of a like condition or suspicion thereof in two or more such Aircraft whether such aircraft so withdrawn are owned or operated by the same or different persons, firms or corporations. A grounding shall be deemed to commence on the date of an accident or Occurrence which discloses such condition, or on the date an Aircraft is first withdrawn from service on account of such condition, whichever first occurs.

Exclusions

This policy shall not apply

A. to any obligation for which the Insured or its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law; provided, however, that this exclusion does not apply to liability of others assumed by the Named Insured under valid contract or agreement;

B. 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;

C. to claims made against the Insured:

1. on account of Personal Injuries or Property Damage resulting from the failure of the Insured's products or work completed by or for the Insured to perform the function or serve the purpose intended by the 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 (C. 1.) does not apply to Personal Injuries or Property Damage resulting from the active malfunctioning of such products or work;
2. on account of Property Damage to the Insured's products arising out of such products or any part of such products;
3. on account of Property Damage to work performed by or on behalf of the Insured arising out of the work or any portion thereof, or out of materials, parts of equipment furnished in connection therewith;
4. 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;

D. with respect to advertising liability, to claims made against the Insured for

1. failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
2. infringement of registered trade marks, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

3. incorrect description of any article or commodity;

4. mistake in advertised price.

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

F. to any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, sex, color or national origin;

G. to Personal Injury or Property Damage arising out of Aircraft Products and/or all sums which any Insured shall become legally obligated to pay as damages resulting in or from Grounding of any Aircraft;

H. to Property Damage to property owned by any Insured;

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

J. to any liability arising out of any statute, law, ordinance or regulation regarding requirements for uninsured motorist liability;

K.

L. under any liability coverage, to injury, sickness, disease, death or destruction

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

b. resulting from the hazardous properties of nuclear material and with respect to which

(1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

(2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

2. under any medical payments coverage, or under any supplementary payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

3. under any liability coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

a. the nuclear material

(1) is at any nuclear facility owned or operated by or on behalf of an Insured or

(2) has been discharged or dispensed therefrom;

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

c. the injury, sickness, disease, death, or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this policy,

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

b. "nuclear material" means source material, special nuclear material or byproduct material;

c. "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;

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

e. "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 (f. 1.) or (f. 2.) thereof;

f. "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;

g. "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.

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

Except insofar as coverage is available to the Insured under the underlying insurances set out in the attached schedule, this policy shall not apply

L. to the liability of any Insured hereunder for assault and battery committed by or at the direction of such Insured except liability for Personal Injuries resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of Aircraft, or for the purpose of preventing Personal Injuries or Property Damage; provided, however, that this exclusion shall not apply to the liability of the Named Insured for Personal Injury to their employes, unless such liability is already excluded under Exclusion A. above;

M. with respect to any aircraft which is owned, non-owned, hired or temporary substitute in whole or in part, by any Insured; however, this exclusion shall not apply to the liability of the Named Insured for personal injury to their employes, unless such liability is already excluded under Exclusion A. above;

N. with respect to any watercraft which is owned by any Insured and away from premises owned, rented or controlled by an Insured; however, this exclusion shall not apply to the liability of the Named Insured for Personal Injury to their employes, unless such liability is already excluded under Exclusion A. above;

O. to any employe with respect to injury to or the death of another employe of the same Employer injured in the course of such employment;

P. to punitive or exemplary damages awarded against any Insured.

Conditions

This policy is subject to the following conditions:

I. PREMIUM

If the premium is stated in the Declarations as a flat premium charge, the premium is not subject to adjustment except as hereinafter provided.

If the premium is stated in the Declarations as other than a flat premium charge, the deposit premium is an advance premium 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 Item 5 of the Declarations as the Audit Reporting Period, the earned premium for such period shall be computed in accordance with the rates and minimum premium stated in the Declarations 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.

Appropriate additional premium shall be payable with respect to any additional Named Insured and any person who or organization which becomes an Insured under the provisions of Condition II, ADDITIONAL INSUREDS.

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.

II. ADDITIONAL INSUREDS

In the event of additional Insureds being added to the Coverage under the underlying insurances during currency of this policy, prompt notice shall be given to the Company, who shall be entitled to charge an appropriate additional premium.

III. PRIOR INSURANCE AND NONCUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Insured prior to

the inception date hereof the limit of liability hereon as stated in Item 2 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

IV. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE

As regards Personal Injury (fatal or nonfatal) by occupational disease sustained by any employe of the Insured, this policy, while in force, is subject to the same warranties, terms and conditions (except as regards the premium, the amounts and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an Occurrence for which claim is made hereunder.

V. 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 or healthful, or are in compliance with any law, rule or regulation.

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 or within one year after final settlement of all claims arising out of Personal Injury or Property Damage which occurs during the period of this policy as far as they relate to the subject matter of this insurance.

VI. CROSS LIABILITY

In the event of claims being made by reason of Personal Injury suffered by any employe of one Insured hereunder for which another Insured hereunder is or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

In the event of claims being made by reason of damage to property belonging to any Insured hereunder for which another Insured is, or may be, liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Insuring Agreement, Item II.

VII. NOTICE OF OCCURRENCE

Whenever the Insured has information from which the Insured may reasonably conclude that an Occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this policy, notice shall be sent to the Company at its Home Office as soon as practicable, provided, however, that failure to give notice of any Occurrence which at the time of the occurrence 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.

VIII. ASSISTANCE AND COOPERATION

Except as noted under Insuring Agreement, Item III, SUPPLEMENTAL DEFENSE, the Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an Occurrence where the claim or suit involves, or appears reasonably likely to involve the Company. In such event, the Insured and the Company shall cooperate in all things in the defense of such claim, suit or proceeding and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

IX. APPEALS

In the event that the Insured or the Insured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at its own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of the Company for the Ultimate Net Loss exceed the amount set forth in Item 2 of the Declarations, for any one Occurrence plus the cost and expense of such appeal.

X. LOSS PAYABLE

Liability under this policy with respect to any Occurrence shall not attach unless and until the Insured, or the Insured's underlying insurer, shall have paid the amount of the underlying limits on account of such Occurrence. The Insured shall make a definite claim for any loss for which the Company may be liable under this policy within twelve (12) months after the Insured shall have paid an amount of Ultimate Net Loss in excess of the amount borne by the Insured or after the Insured's liability shall have been fixed and rendered certain either by final judgment against the Insured after actual trial or by written agreement of the Insured, the claimant, and the Company. If any subsequent payments shall be made by the Insured on account of the same Occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

XI. 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.

XII. SUBROGATION

Inasmuch as this policy is excess coverage, the Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Company is then to be reimbursed out of any balance then

remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

XIII. CHANGES

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by a duly authorized representative of the Company.

XIV. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon.

XV. CANCELLATION

This policy may be cancelled by the Named Insured or by the Company by sending by registered or certified mail 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 to the Named Insured at the address shown in Item 1 of the Declarations this policy shall be sufficient proof of notice, and the policy period 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 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 made no payment or tender of return premium with such notice.

XVI. CONFLICTING STATUTES

In the event that any provision of this policy is unenforceable by the Insured under the laws of any state or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of noncompliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

XVII. SERVICE OF SUIT CLAUSE

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 officers specified for that purpose in the statute, or that person's 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 as the person to whom the said officer is authorized to mail such process or a true copy thereof.

XVIII. MAINTENANCE OF AND RESTRICTIONS IN UNDERLYING POLICIES

It is a condition of this policy that the policy or policies referred to in the attached SCHEDULE OF UNDERLYING POLICIES shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or Occurrences occurring during the period of this policy. Failure of the Named Insured to comply with the foregoing shall not invalidate this policy but in the event of such failures, the Company shall only be liable to the same extent as it would have been had the Named Insured complied with the said condition.

XIX. NONCUMULATION OF LIABILITY - SAME OCCURRENCE

If the same Occurrence gives rise to Personal Injury, Property Damage or Advertising Liability that occurs partly before and partly within any one annual period, the limit of liability applicable to each such Occurrence and any aggregate limit of liability applicable to such injury or damage shall be reduced by the amount of all payments made by the Company with respect to such Occurrence, either under a previous policy or policies issued by the Company of which this is a replacement, or under this policy with respect to previous annual periods thereof.

XX. FIRST NAMED INSURED

The Named Insured shall be primarily 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 premiums that may become payable under this policy.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and its President and countersigned on the Declarations page by an authorized representative.

Myron J. Resnick
Secretary

President

POLICY NO: RO-84-39-1101

DECLARATIONS

Item 1. Named Insured: THE MARMON GROUP, INC., and all divisions, subsidiaries and affiliated companies over which the named Insured Asserts financial and/or operative control. (Named Insured listing on file with company.)

Address: 39, South La Salle Street, Chicago, Illinois 60603, United States of America.

Item 2. Limits of Liability:

A. Applicable to all insureds except the Product Liability of THE REGO GROUP INC.

(i) $200,000 C.S.L. per occurrence excess of a Property Damage deductible of $2,500.00 E.O. and a Bodily Injury deductible of Nil.

(ii) $500,000 C.S.L. per occurrence excess of A (i) above and subject to a $1,000,000 annual aggregate.

B. Applicable to the Product Liability of THE REGO GROUP INC.

(i) $200,000 C.S.L. per occurrence excess of a Property Damage deductible of $2,500.00 E.O. and a Bodily Injury deductible of Nil.

(ii) $500,000 C.S.L. per occurrence excess of B (i) above and subject to a $1,000,000 annual aggregate.

Continued....

FROM LICHTENSTEIN BOX

POLICY NO: RD-84-39-1101

DECLARATIONS

Item 3. Policy Period: From August 31, 1979 to August 31, 1980 (Beginning and ending at 12:01 A.M. Standard Time at the address of the Named Insured as stated herein).

WESTERN HEMISPHERE INSURANCE COMPANY

Western Hemisphere Insurance Company (hereinafter called the Company) agrees with the Named Insured, named in Item 1 of the Declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I. COVERAGE

To indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of liability;

A. imposed upon the Insured by law, or

B. assumed under contract or agreement by the Named Insured

for damages on account of ;

A. Personal Injuries

B. Property Damage

C. Advertising Liability

caused by or arising out of each Occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY

The Company shall only be liable for the Ultimate Net Loss up to the amounts stated in Item 2 of the Declarations in respect of each Occurrence.

There is no limit to the number of Occurrences for which claims may be made, except that the Limits of Liability stated in Items 2.A. (ii) and 2.B. (ii) of the Declarations are the total limits of the Company's liability for all Ultimate Net Loss in respect of all Personal Injury, Property Damage and Advertising Liability which occurs during the policy period and arising out of the products hazard or the completed operations hazard or both combined. If this applies separately to each consecutive annual period of this policy, or if the last consecutive period is less than 12 months, to such period of less than 12 months. If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is specifically stated to be excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

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III. SUPPLEMENTAL DEFENSE

It is agreed that with respect to any Occurrence covered only by the terms and conditions of 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. 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, the cost of bail bonds required of the Insured in the event of accident or traffic law violation during the policy period, 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 judgement until the Company has paid or tendered or deposited in court such judgement as does not exceed the limit of the Company's liability thereon;

D. reimburse the Insured for all reasonable expense, other than loss of earnings, incurred at the Company's request;

and the amounts so incurred, except salaries of any permanent employees of the Insured or the Company, shall be included in the Ultimate Net Loss in computing the limit of the Company's liability but shall not be payable in addition to the limit of the Company's liability.

In any country 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.

DEFINITIONS

This policy is subject to the following definitions:

1. NAMED INSURED

"Named Insured" shall be as stated in Item 1 of the Declarations forming a part hereof.

11. INSURED

"Insured" includes :

A. the Named Insured, and if the Named Insured is designated in Item 1 of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to the person's liability as such;

B. any officer, director, stockholder or employee of the Named Insured, while acting in the capacity as such, and any organization or proprietor with respect to real estate management for the Named Insured;

C. any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only to the extent of such obligation and in respect of operations by or on behalf of the named Insured or of facilities of the Named Insured or of facilities used by the Named Insured.

III. PERSONAL INJURIES

"Personal Injury" means bodily injury (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any advertising activities and which results in an Occurrence during the policy period.

IV. PROPERTY DAMAGE

"Property Damage" shall mean loss of or direct damage to or destruction of tangible property (other than property owned by any Insured) and which results in an Occurrence during the policy period.

V. ADVERTISING LIABILITY

"Advertising Liability" wherever used herein shall mean.

A. libel, slander or defamation,

B. any infringement of copyright or of title or of slogan.

C. piracy or unfair competition or idea misappropriation under an implied contract, or

D. any invasion of right of privacy

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities and which results in an Occurrence during the policy period.

VI. OCCURRENCE

"Occurrence" means an accident, event, or happening, including continuous or repeated exposure to conditons, which results, during the policy period, in Personal Injury, Property Damage or Advertising Liability neither expected nor intended from the standpoint of the Insured. Assault and battery committed by, at the direction of or on behalf of any Insured for the purpose of protecting the person or property of any Insured or of others shall be deemed to be an Occurrence. All such Personal Injury, Property Damage or Advertising Injury caused by one event or by continuous or repeated exposure to substantially the same conditions shall be deemed to result from one Occurrence.

VII. DAMAGES.

"Damages" includes damages for death and for care and loss of services resulting from Personal Injury and damages for loss of use of property resulting from Property Damage and damage to intangible property resulting from Advertising Liability.

VIII. ULTIMATE NET LOSS

"Ultimate Net Loss" shall mean the total sum which the Insured becomes obligated to pay by reason of Personal Injuries, Property Damage or Advertising Liability claims, either through adjudication or compromise, and shall also include expenses consisting of: hospital, medical and funeral charges; all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses, and investigators and other persons; litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any Occurrence covered hereunder. The salaries of the Insured's or of any underlying Insurer's permanent employees shall be excluded.

The Company shall not be liable for such expenses as aforesaid when coverage for the payment of such expenses is included in other valid and collectible insurance.

IX. PRODUCTS LIABILITY

"Products Liability" means liability arising out of products hazard and/or completed operations hazard.

A. Products hazard means liability arising out of goods or products manufactured, sold, handled or distributed by the insured or by others trading under the Insured's name (hereinafter called "the Insured's products") if the Occurrence occurs after possession of such goods or products has been relinquished to others by the Insured or by others trading under the Insured's name and if such Occurrence occurs away from premises owned, rented, or controlled by the Insured; provided such goods or products shall be deemed to include any container thereof, other than vehicle, (including, but not limited to, Automobile,

Aircraft, Watercraft, Hovercraft), 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.

B. Completed operations hazard means liability arising out of operations, if the Occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the 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:

1. pick-up or delivery, except from or onto a railroad car.

2. the maintenance of vehicles (including, but not limited to, Automobile, Aircraft, Watercraft, Hovercraft), owned or used by or on behalf of the Insured,

3. the existence of tools, uninstalled equipment and abandoned or unused materials.

X. ANNUAL PERIOD

"Annual Period" means the twelve month period following the policy effective date or following any anniversary date thereof falling within the policy period, or if the policy period between the policy effective date or any anniversary date and the termination of this policy is less than twelve months, such lesser period.

EXCLUSIONS

This policy shall not apply:

A. to any obligation for which the insured or its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law, provided, however, that this exclusion does not apply to liability of others assumed by the Named Insured under valid contract or agreement;

B. 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;

C. to claims made against the Insured:

1. on account of Personal Injuries or Property Damage resulting from the failure of the Insured's products or work completed by or for the Insured to perform the function or serve the purpose intended by the

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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 (C.1) does not apply to Personal Injuries or Property Damage resulting from the active malfunctioning of such products or work;

2. on account of Property Damage to the Insured's products arising out of such products or any part of such products;

3. on account of Property Damage to work performed by or on behalf of the insured arising out of the work or any portion thereof, or out of materials, parts of equipment furnished in connection therewith;

4. 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;

D. with respect to advertising liability, to claims made against the Insured for :

1. failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;

2. infringement of registered trade marks, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

3. incorrect description of any article or commodity;

4. mistake in advertised price;

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

F. to any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, sex, color or national origin.

G. to Personal Injury or Property Damage arising out of Aircraft Products and/or all sums which any insured shall become legally obligated to pay as damages resulting in or from Grounding of any Aircraft;

H. to Property Damage to property owned by any Insured;

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

J. 1. under any liability coverage, to injury,sickness, disease, death or destruction.

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

b. resulting from the hazardous properties of nuclear material and with respect to which

1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization;

2. under any medical payments coverage, or under any supplementary payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

3. under any liability coverage, to injury, sickness,disease, death or destruction resulting from hazardous properties of nuclear material, if

a. the nuclear material

1) is at any nuclear facility owned or operated by or on behalf of any Insured or

2) has been discharged or dispensed therefrom;

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

c. the injury, sickness, disease, death, or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this policy,

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

b. "nuclear material" means source material special nuclear material or by-product material;

c. "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;

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

e. "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 (f. 1) or (f. 2.) thereof;

f. "nuclear facility" means

1) any nuclear reactor,

2) any equipment or device designed or used for

a) separating the isotopes 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, 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;

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;

g. "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;

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

K. to the liability of any Insured hereunder for assault and battery committed by or at the direction of such Insured except liability for Personal Injuries resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of Aircraft, or for the purpose of preventing Personal Injuries or Property Damage; provided, however, that this exclusion shall not apply to the liability of the Named Insured for Personal Injury to their employees.

L. to punitive or exemplary damages awarded against any Insured.

CONDITIONS

This policy is subject to the following conditions:

1. PREMIUM

If the premium is stated in the Declarations as a flat premium charge, the premium is not subject to adjustment except as hereinafter provided.

If the premium is stated in the Declarations as other than a flat premium charge, the deposit premium is an advance premium 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 Item 5 of the Declarations as the Audit Reporting period the earned premium for such period shall be computed in accordance with the rates and minimum premium stated in the Declarations and upon notice thereof to the Named Insured shall become due and payable.

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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.

Appropriate additional premium shall be payable with respect to any additional Named Insured and any person who or organization which becomes an Insured under the provisions of Condition 11, ADDITIONAL INSUREDS.

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.

11. ADDITIONAL INSURED

In the event of additional Insureds being added to the Coverage during currency of this policy, prompt notice shall be given to the Company, who shall be entitled to charge an appropriate additional premium.

111. PRIOR INSURANCE AND NONCUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other policy issued to the Insured prior to the inception date hereof, the limit of liability hereon as stated in Item 2 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

IV. 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 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 or healthful, or are in compliance with any law, rule or regulation.

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 or within one year after the final settlement of all claims arising out of Personal Injury or Property Damage which occurs during the period of this policy as far as they relate to the subject matter of this insurance.

V. CROSS LIABILITY

In the event of claims being made by reason of Personal Injury suffered by any employee of one Insured hereunder for which another Insured hereunder is or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

In the event of claims being made by reason of damage to property belonging to any Insured hereunder for which another Insured is, or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been

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issued to each Insured hereunder.

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Insuring Agreement, Item 11.

VI. NOTICE OF OCCURRENCE

Whenever the Risk Manager of the Named Insured has information from which it may reasonably be concluded that an Occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this policy, notice shall be sent to the Company at its Home Office as practicable, provided, however, that failure to give notice of any Occurrence which at the time of the Occurrence 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.

VII. ASSISTANCE AND COOPERATION

Except as noted under Insuring Agreement, Item III, SUPPLEMENTAL DEFENCE, the Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured in the defense and control of any claim, suit or proceeding relative to an Occurrence where the claim or suit involves, or appears reasonably likely to involve the Company. In such event, the Insured and the Company shall cooperate in all things in the defense of such claim, suit or proceeding and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

VIII. LOSS PAYABLE

Liability under this policy with respect to any Occurrence shall not attach unless and until the Insured shall have paid the amount of such Occurrence. The Insured shall make a definite claim for any loss for which the Company may be liable under this policy within twelve (12) months after the Insured shall have paid an amount of Ultimate Net Loss in excess of the amount borne by the insured or after the Insured's liability shall have been fixed and rendered certain either by final judgement against the Insured after actual trial or by written agreement of the Insured, the claimant, and the Company. If any subsequent payments shall be made by the Insured on account of the same Occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proved in conformity with this policy.

IX. 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.

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X. SUBROGATION

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

Xl. CHANGES

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed; except by endorsement issued to and forming part thereof, signed by a duly authorized representative of the Company.

Xll. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon.

Xlll. CANCELLATION

This policy may be cancelled by the Named Insured or by the Company by sending by registered or certified mail notice to the other party stating when, not less than ninety (90) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company to the named Insured at the address shown on Item 1 of the Declaration of this policy shall be sufficient proof of notice, and the policy period 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 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 made no payment or tender of return premium with such notice.

XlV. CONFLICTING STATUTES

In the event that any provision of this policy is unenforceable by the Insured under the laws of any state or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of noncompliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

Attached to and forming part of Policy No. [illegible]-84-39-1101

ENDORSEMENT 1 Premium Payment Provisions

A. Non-Subject premium

Provisional amount subject to retrospective rating

Total

B. Deposit Premium: Twenty percent (20%) of non-subject premium is payable to Company at policy inception, with ten percent (10%) payable to company on the first of the month for each of the following eight months.

WESTERN HEMISPHERE INSURANCE CO. LTD.

AUTHORIZED REPRESENTATIVE.

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Attached to and forming part of Policy NO. RO-84-39-1101

ENDORSEMENT 2 Retrospective Rating Provisions

This endorsement forms a part of Policy No. RO-84-39-1101 issued by WESTERN HEMISPHERE INSURANCE COMPANY LIMITED, hereinafter called COMPANY.

It is agreed that, in consideration of provisional additional premium, the portion of premiums applicable to sales of The Rego Group, Inc. shall be adjusted, based on actual loss experience, according to the following formula and factors :

A. Retrospective factors:

1) Paid loss divisor .83

2) COMPANY retention factor .05

3) Per occurrence loss limitation $100,000

4) Losses subject to retrospective rating shall consist of 95% of (A) paid Ultimate Net Loss up to $100,000 per occurrence, divided by (B) a Paid Loss Divisor of 0.83.

5) Aggregate Loss Limitation. The aggregate amount of paid ultimate net loss, due to occurrence happening during an annual policy period, to be included in the retrospective rating computation shall be further limited to $1,500,000. Aggregate Loss Limitation charge included in deposit premium.

B. Retrospective rating formula:

1) Monthly retrospective payments = $\dfrac{.95 \times \text{paid ultimate net loss up to \$100,000 each occurrence}}{.83}$

2) Monthly retrospective adjustments shall continue until (1) all claims incurred during the policy period are closed, or (2) the aggregate sum of paid Ultimate Net Loss due to occurrences happening during the policy period equals or exceeds $1,500,000. In the event additional claims are reported, or recoveries are made through subrogation, or any other circumstance obtains which changes the amount of paid Ultimate Net Loss after retrospective adjustments have ceased, either party may request additional adjustments.

3) On a monthly basis, the designated loss adjusting Company shall render a statement of paid Ultimate Net Loss and its loss adjusting fees. Based on the foregoing, the Company shall render a statement of the balance payable.
Amounts indicated by said monthly statement shall be payable within 30 days of issuance.

C. Definition

1) Paid Ultimate Net Loss. "Paid Ultimate Net Loss" shall mean the total sum paid on behalf of the insured by reason of Personal Injuries, Property Damage or Advertising Liability claims, either through adjudication or compromise, and shall also include expenses consisting of: hospital, medical and funeral charges; all sums paid as salaries, wages, compensation, fees, charges, and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses, investigators and other persons; litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder. The salaries of permanent employees of the Insured and salaries of the permanent employees of designated loss adjusting firm shall be excluded.

The Company shall not be liable for such expenses as aforesaid when coverage for the payment of such expenses is included in other valid and collectible insurance.

WESTERN HEMISPHERE INSURANCE CO.LTD.

AUTHORIZED REPRESENTATIVE.

Attached to and forming part of Policy No.RO-84-39-1101

ENDORSEMENT 3 Adjustment of premium at audit

Premiums not subject to retrospective rating shall be adjusted at audit based on the following rate:

The word "Sales" as used under Item Number 5 of the Declarations means the gross amount of money charged by any insured or by the others trading under their 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 any insured and such others collect as a separate item and remit directly to a governmental division.

WESTERN HEMISPHERE INSURANCE CO.LTD.

AUTHORIZED REPRESENTATIVE.

MARGRP CDA dm - 0510

LS 003250

Attached to and forming part of Policy No.PD-3439-1101

ENDORSEMENT 4. The Designated Loss Adjusting Company is:

THE MARTIN BOYER COMPANIES
120, South Riverside Plaza,
Chicago, Illinois, 60606,
U.S.A.

WESTERN HEMISPHERE INSURANCE CO. LTD.

AUTHORIZED REPRESENTATIVE.

MARGRP CDA dm - 0511

LS 003251

WESTERN HEMISPHERE INSURANCE COMPANY LTD.
American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS [illegible]
RO-84-39-1101
DATE
August 31, 1979

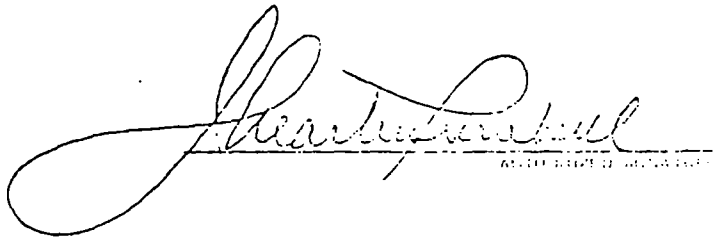
ENDORSEMENT 6 - The Named Insureds

It is agreed that the Named Insured as described in Item 1 of the Declarations shall read as follows:

The Marmon Group, Inc.
Marmon Industries
The Colson Groups, Inc.
G.L. Corporation

and all divisions, subsidiaries and companies over which the Named Insured asserts financial and/or operative control as now or hereinafter constituted.

May 6, 1980
DATE



[signature]
AUTHORIZED SIGNATURE

MARGRP CDA dm - 0612

LS 003252

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS QUOTE THIS NO.
RG-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 7 - Additional Named Insureds

It is agreed that, effective 1st January 1980, the coverage provided by the above Policy shall apply to the following:

Chicago Mill and Lumber Company,
a partnership
Helena Southwestern Railroad Company,
a corporate subsidiary of Chicago Mill
and Lumber Company.

May 6, 1980
DATE

AUTHORIZED SIGNATURE

MARGRP CDA dm - 0513

LS 003253

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

RO-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 8 - Additional Named Insured

It is agreed that, effective 31st December 1979, the coverage provided by the above Policy shall apply to the following:

Kangol Headwear, Inc.

May 6, 1980
DATE

MARGRP CDA dm - 0514

LS 003254

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE REFER TO POLICY NUMBER
RO-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 9 - Damage to Property, owned occupied or rented

It is agreed that this policy shall not apply to any liability for property damage to:

(1) Property owned or occupied by or rented to any insured,

(2) Property used by any insured, or

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

May 6, 1980
DATE

AUTHORIZED REPRESENTATIVE

MARGRP CDA dm - 0515

LS 003255

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

	RO-84-39-1101
DATE	
August 31, 1979	

ENDORSEMENT 10 - Exclusion Property Damage due to Construction Operations

It is agreed that this policy shall not apply:

1. To property damage to:
   (a) equipment or property to be used in, a part of, or incidental to any construction operations, or
   (b) that portion of any property upon which operations are being performed by or on behalf of any insured in the course of construction, reconstruction or repair.

2. To personal injury or property damage for:
   (a) any liability arising out of joint venture which is not designated in the Declarations;
   (b) any liability arising out of any project insured under a "wrap-up" or similar rating plan.

3. (a) Property damage included within the Explosion Hazard - includes property damage arising out of blasting or explosion. The Explosion Hazard does not include property damage (1) arising out of the explosition of air or steam vessels, piping under pressure, prime movers, machineryor power transmitting equipment, or (2) arising out of operations performed for any 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 any Insured under an Incidental Contract.

The 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, burrowing, filling, back filling, tunneling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The Collapse Hazard does not include property damage (1) arising out of operations performed

May 6, 1980
DATE

AUTHORIZED REPRESENTATIVE

MARGRP CDA dm - 0516

LS 003256

WESTERN HEMISPHERE INSURANCE COMPANY LTD.
American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS QUOTE FOR
RO-84-39-1101
DATE
August 31, 1979

Page 2

ENDORSEMENT 10 - Exclusion Property Damage to Construction Operations

for any Insured by independent contractors, or (2) included with the Completed Operations Hazard or the Underground Property Damage Hazard or (3) for which liability is assumed by any Insured under an Incidental Contract.

The 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 wire, 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, drillings, burrowing, filling, back filling, or pile driving. The Underground Property Damage hazard does not include property damage, (1) arising out of operations performed for any Insured by independent contractors, or (2) included within the Completed Operations Hazard, or (3) for which liability is assumed by any Insured under an incidental contract.

(b) Personal injury ot property damage liability assumed by any Insured under any contract or agreement except an Incidental Contract:

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

May 6, 1980
DATE

[signature]
AUTHORIZED SIGNATURE

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE A[illegible]
RO-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 11 - Employee Benefit Plans

It is agreed that coverage under this policy does not apply to any loss arising out of any of the insureds acting as a fiduciary in regards to the administration or handling of Employee Benefit Plans or for any loss as a result of a breach of fiduciary responsibilities, obligations or duties as are imposed upon any of the insureds by the Employee Retirement Income Security Act of 1974 or amendments thereto or any regulations as are promulgated thereunder.

The term "Employee Benefit Plans" as used in this exclusion shall include Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workers' Compensation Plans Insurance, Unemployment Insurance, Social Security Insurance, Disability Benefits and any other similar Employee Benefit Programs sponsored by the insured, and shall also include professional or semi professional services or advice given by or on behalf of any of the insureds to any of the insureds employee or the employees representatives relative to the above mentioned plans.

May 6, 1980
DATE

[illegible]
AUTHORIZED SIGNATURE

MARGRP CDA dm - 0518

LS 003258

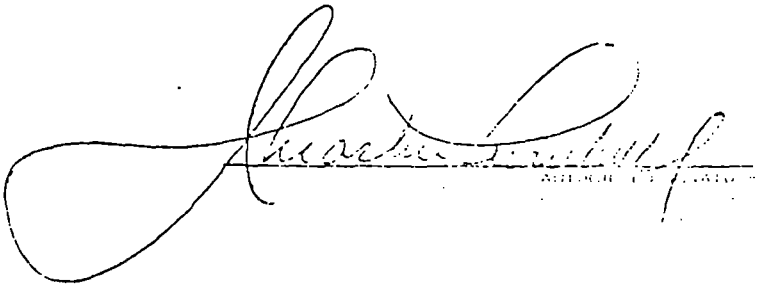
WESTERN HEMISPHERE INSURANCE COMPANY LTD.
American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS QUOTE THIS NO.
RO-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 12 - Printed or Published Material

It is agreed that the insurance afforded by this policy shall not apply with respect to any insureds liability arising out of the utterance or dissemination of any printed or published material, except with respect to advertising by or on behalf of the insured for the purpose of promoting its own business, if such advertising does not involve quoting from text of any printed or published material.

May 6, 1980
DATE



AUTHORIZED SIGNATURE

MARGRP CDA dm - 0519

LS 003259

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS QUOTE THIS NO.
RO-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 13 - Professional Services

It is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of the rendering of, or the failure to render, professional services by or on behalf of any insured, for others, in any insureds capacity as an architect, engineer or surveyor, including, but not limited to, any negligent act, error, omission or mistake involving the preparation of surveys, maps, plans, designs or specifications or supervisory inspection or engineering services furnished in connection therewith.

May 6, 1980
DATE

AUTHORIZED SIGNATURE

MARGRP CDA dm - 0520

LS 003260

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS [illegible]
RD-94-39-1101
DATE
August 31, 1979

ENDORSEMENT 14 - Polyvinyl Chloride

It is agreed that there is no liability under this policy (including liability assumed under contract) for any claim or loss arising out of the sale, handling distribution or manufacturing of Polyvinyl Chloride "PVC" or any product containing any Polyvinyl Chloride "PVC".

May 6, 1980
DATE

MARGRP CDA dm - 0521

LS 003261

WESTERN HEMISPHERE INSURANCE COMPANY LTD.
American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS [illegible]
RO-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 15 - Asbestosis

It is agreed that this policy shall not apply to claims made against the Insured arising out of Asbestosis or any similar condition caused by Asbestos.

May 6, 1980
DATE

[signature]
AUTHORIZED SIGNATURE

MARGRP CDA dm - 0522

LS 003262

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS QUOTE THIS NO.
RO-84-39-1101
DATE
August 31,1979

ENDORSEMENT 16 - Fire caused by Logging or Lumbering Operations

It is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of injury to or destruction of standing timber or timberlands of others and/or owned in whole or in part by the insured, including the loss of use thereof, caused by fire, and arising out of logging or lumbering operations performed by or on behalf of the insured.

It is further agreed that such insurance as is afforded by the policy for property damage does not apply to the liability imposed upon the insured by statute or ordinance for the cost or expense incurred in the suppression of a forest fire.

May 6, 1980
DATE

WESTERN HEMIS RE INSURANCE COMPANY LTD.
American Inter al Building, Richmond Road, Pembroke
Bermuda

RO-84-39-1011
DATE
August 31, 1979

ENDORSEMENT 17 - Additional Named Insureds

It is agreed that, effective 31st August 1979, the coverage provided by the above Policy should apply to the following:

City of Shelbina,
City Hall,
Shelbina,
Missouri 63468.

May 16, 1980
DATE

MARGRP CDA dm - 0524

LS 003264

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

[illegible]
RC-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 18 - Additional Named Insureds

It is agreed that, effective 19th May 1980, the coverage provided by the above Policy shall apply to the following:

John P. Flaming, and
Norma Flaming
P.O. Box 661,
Vista, California 92083.

May 16, 1980
DATE

[illegible]
AUTHORIZED SIGNATURE

MARGRP CDA dm - 0525

LS 003265

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ADDRESS ALL REMITTANCES
RO-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 19 - Additional Named Insureds

It is agreed that effective 31st August, 1979, the coverage provided by the above Policy shall apply to the following:

1. Andrew Capuccini
2. Robert and Kathryn Kline
3. Donald V., William P., Dorothy J. Reed
4. William A. Freeberg
5. Diane and Helen D. Gaddie
6. Gilio Sicheri
7. Mario Martini
8. Walter B. and Alberta M. Brill
9. Darrell G and Roy L. Spencer.

May 16, 1980
DATE

AUTHORIZED SIGNATURE

MARGRP CDA dm - 0526

LS 003266

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS QUOTE THIS NO.
RO - 84 - 29 - 1101
DATE
August 31, 1979

ENDORSEMENT 5 - Limits of Product Liability

This Endorsement forms a part of Policy No. RO - 84-39-1101 issued by Western Hemisphere Insurance Company Ltd.

It is agreed that the Anderson Copper and Brass Division of The RegO Group is excluded from the Product Liability Limits of the RegO Group Inc. as described in Item 2, Section B of the Declarations and that the Product Liability of this Division is to be included in the Product Liability Limits applicable to all insureds except the RegO Group Inc, as set out in Item 2, Section A of the Declarations.

April 28, 1980
DATE

AUTHORIZED SIGNATURE

MARGRP CDA dm - 0527

LS 003267

POLICY NO: RO-84-39-1101

DECLARATIONS

Item 1. Named Insured: THE MARMON GROUP, INC., and all divisions, subsidiaries and affiliated companies over which the named Insured Asserts financial and/or operative control. (Named Insured listing on file with company.)

Address: 39, South La Salle Street, Chicago, Illinois 60603, United States of America.

Item 2. Limits of Liability:

A. Applicable to all insureds except the Product Liability of THE REGO GROUP INC.

(i) $200,000 C.S.L. per occurrence excess of a Property Damage deductible of $2,500.00 E.O. and a Bodily Injury deductible of Nil.

(ii) $500,000 C.S.L. per occurrence excess of A (i) above and subject to a $1,000,000 annual aggregate.

B. Applicable to the Product Liability of THE REGO GROUP INC.

(i) $200,000 C.S.L. per occurrence excess of a Property Damage deductible of $2,500.00 E.O. and a Bodily Injury deductible of Nil.

(ii) $500,000 C.S.L. per occurrence excess of B (i) above and subject to a $1,000,000 annual aggregate.

Continued....

FROM LICHTENSTEIN BOX

LS 003268

POLICY NO: RO-84-39-1101

DECLARATIONS

Item 3. Policy Period: From August 31, 1979 to August 31, 1980 (Beginning and ending at 12:01 A.M. Standard Time at the address of the Named Insured as stated herein).

LS 003269

WESTERN HEMISPHERE INSURANCE COMPANY

Western Hemisphere Insurance Company (hereinafter called the Company) agrees with the Named Insured, named in Item 1 of the Declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I. COVERAGE

To indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of liability;

A. imposed upon the Insured by law, or

B. assumed under contract or agreement by the Named Insured

for damages on account of ;

A. Personal Injuries

B. Property Damage

C. Advertising Liability

caused by or arising out of each Occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY

The Company shall only be liable for the Ultimate Net Loss up to the amounts stated in Item 2 of the Declarations in respect of each Occurrence.

There is no limit to the number of Occurrences for which claims may be made, except that the Limits of Liability stated in Items 2.A. (ii) and 2.B. (ii) of the Declarations are the total limits of the Company's liability for all Ultimate Net Loss in respect of all Personal Injury, Property Damage and Advertising Liability which occurs during the policy period and arising out of the products hazard or the completed operations hazard or both combined. If this applies separately to each consecutive annual period of this policy, or if the last consecutive period is less than 12 months, to such period of less than 12 months. If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is specifically stated to be excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

LS 003270

III. SUPPLEMENTAL DEFENSE

It is agreed that with respect to any Occurrence covered only by the terms and conditions of 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. 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, the cost of bail bonds required of the Insured in the event of accident or traffic law violation during the policy period, 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 judgement until the Company has paid or tendered or deposited in court such judgement as does not exceed the limit of the Company's liability thereon;

D. reimburse the Insured for all reasonable expense, other than loss of earnings, incurred at the Company's request;

and the amounts so incurred, except salaries of any permanent employees of the Insured or the Company, shall be included in the Ultimate Net Loss in computing the limit of the Company's liability but shall not be payable in addition to the limit of the Company's liability.

In any country 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.

DEFINITIONS

This policy is subject to the following definitions:

1. NAMED INSURED

"Named Insured" shall be as stated in Item 1 of the Declarations forming a part hereof.

11. INSURED

"Insured" includes :

MARGRP CDA dm - 0531

LS 003271

A. the Named Insured, and if the Named Insured is designated in Item 1 of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to the person's liability as such;

B. any officer, director, stockholder or employee of the Named Insured, while acting in the capacity as such, and any organization or proprietor with respect to real estate management for the Named Insured;

C. any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only to the extent of such obligation and in respect of operations by or on behalf of the named Insured or of facilities of the Named Insured or of facilities used by the Named Insured.

III. PERSONAL INJURIES

"Personal Injury" means bodily injury (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any advertising activities and which results in an Occurrence during the policy period.

IV. PROPERTY DAMAGE

"Property Damage" shall mean loss of or direct damage to or destruction of tangible property (other than property owned by any Insured) and which results in an Occurrence during the policy period.

V. ADVERTISING LIABILITY

"Advertising Liability" wherever used herein shall mean.

A. libel, slander or defamation,

B. any infringement of copyright or of title or of slogan.

C. piracy or unfair competition or idea misappropriation under an implied contract, or

D. any invasion of right of privacy

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities and which results in an Occurrence during the policy period.

MARGRP CDA dm - 0532

LS 003272

VI. OCCURRENCE

"Occurrence" means an accident, event, or happening, including continuous or repeated exposure to conditons, which results, during the policy period, in Personal Injury, Property Damage or Advertising Liability neither expected nor intended from the standpoint of the Insured. Assault and battery committed by, at the direction of or on behalf of any Insured for the purpose of protecting the person or property of any Insured or of others shall be deemed to be an Occurrence. All such Personal Injury, Property Damage or Advertising Injury caused by one event or by continuous or repeated exposure to substantially the same conditions shall be deemed to result from one Occurrence.

VII. DAMAGES.

"Damages" includes damages for death and for care and loss of services resulting from Personal Injury and damages for loss of use of property resulting from Property Damage and damage to intangible property resulting from Advertising Liability.

VIII. ULTIMATE NET LOSS

"Ultimate Net Loss" shall mean the total sum which the Insured becomes obligated to pay by reason of Personal Injuries, Property Damage or Advertising Liability claims, either through adjudication or compromise, and shall also include expenses consisting of: hospital, medical and funeral charges; all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses, and investigators and other persons; litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any Occurrence covered hereunder. The salaries of the Insured's or of any underlying Insurer's permanent employees shall be excluded.

The Company shall not be liable for such expenses as aforesaid when coverage for the payment of such expenses is included in other valid and collectible insurance.

IX. PRODUCTS LIABILITY

"Products Liability" means liability arising out of products hazard and/or completed operations hazard.

A. Products hazard means liability arising out of goods or products manufactured, sold, handled or distributed by the insured or by others trading under the Insured's name (hereinafter called "the Insured's products") if the Occurrence occurs after possession of such goods or products has been relinquished to others by the Insured or by others trading under the Insured's name and if such Occurrence occurs away from premises owned, rented, or controlled by the Insured; provided such goods or products shall be deemed to include any container thereof, other than vehicle, (including, but not limited to, Automobile,

Aircraft, Watercraft, Hovercraft), 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.

B. Completed operations hazard means liability arising out of operations, if the Occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the 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:

1. pick-up or delivery, except from or onto a railroad car.

2. the maintenance of vehicles (including, but not limited to, Automobile, Aircraft, Watercraft, Hovercraft), owned or used by or on behalf of the Insured,

3. the existence of tools, uninstalled equipment and abandoned or unused materials.

X. ANNUAL PERIOD

"Annual Period" means the twelve month period following the policy effective date or following any anniversary date thereof falling within the policy period, or if the policy period between the policy effective date or any anniversary date and the termination of this policy is less than twelve months, such lesser period.

EXCLUSIONS

This policy shall not apply:

A. to any obligation for which the insured or its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law, provided, however, that this exclusion does not apply to liability of others assumed by the Named Insured under valid contract or agreement;

B. 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;

C. to claims made against the Insured:

1. on account of Personal Injuries or Property Damage resulting from the failure of the Insured's products or work completed by or for the Insured to perform the function or serve the purpose intended by the

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 (C.1) does not apply to Personal Injuries or Property Damage resulting from the active malfunctioning of such products or work;

2. on account of Property Damage to the Insured's products arising out of such products or any part of such products;

3. on account of Property Damage to work performed by or on behalf of the insured arising out of the work or any portion thereof, or out of materials, parts of equipment furnished in connection therewith;

4. 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;

D. with respect to advertising liability, to claims made against the Insured for :

1. failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;

2. infringement of registered trade marks, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

3. incorrect description of any article or commodity;

4. mistake in advertised price;

E. except in respect of Occurrences taking place in the United States of America, its territories or possessions, or Canada to any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or unsurped 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.

F. to any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, sex, color or national origin.

G. to Personal Injury or Property Damage arising out of Aircraft Products and/or all sums which any insured shall become legally obligated to pay as damages resulting in or from Grounding of any Aircraft;

H. to Property Damage to property owned by any Insured;

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

J. 1. under any liability coverage, to injury,sickness, disease, death or destruction.

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

b. resulting from the hazardous properties of nuclear material and with respect to which

1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization;

2. under any medical payments coverage, or under any supplementary payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

3. under any liability coverage, to injury, sickness,disease, death or destruction resulting from hazardous properties of nuclear material, if

a. the nuclear material

1) is at any nuclear facility owned or operated by or on behalf of any Insured or

2) has been discharged or dispensed therefrom;

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

c. the injury, sickness, disease, death, or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this policy,

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

b. "nuclear material" means source material special nuclear material or by-product material;

c. "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;

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

e. "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 (f. 1) or (f. 2.) thereof;

f. "nuclear facility" means

1) any nuclear reactor,

2) any equipment or device designed or used for

a) separating the isotopes 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, 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;

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;

g. "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;

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

K. to the liability of any Insured hereunder for assault and battery committed by or at the direction of such Insured except liability for Personal Injuries resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of Aircraft, or for the purpose of preventing Personal Injuries or Property Damage; provided, however, that this exclusion shall not apply to the liability of the Named Insured for Personal Injury to their employees.

L. to punitive or exemplary damages awarded against any Insured.

CONDITIONS

This policy is subject to the following conditions:

1. PREMIUM

If the premium is stated in the Declarations as a flat premium charge, the premium is not subject to adjustment except as hereinafter provided.

If the premium is stated in the Declarations as other than a flat premium charge, the deposit premium is an advance premium 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 Item 5 of the Declarations as the Audit Reporting period the earned premium for such period shall be computed in accordance with the rates and minimum premium stated in the Declarations and upon notice thereof to the Named Insured shall become due and payable.

LS 003278

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.

Appropriate additional premium shall be payable with respect to any additional Named Insured and any person who or organization which becomes an Insured under the provisions of Condition 11, ADDITIONAL INSUREDS.

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.

11. ADDITIONAL INSURED

In the event of additional Insureds being added to the Coverage during currency of this policy, prompt notice shall be given to the Company, who shall be entitled to charge an appropriate additional premium.

111. PRIOR INSURANCE AND NONCUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other policy issued to the Insured prior to the inception date hereof, the limit of liability hereon as stated in Item 2 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

IV. 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 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 or healthful, or are in compliance with any law, rule or regulation.

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 or within one year after the final settlement of all claims arising out of Personal Injury or Property Damage which occurs during the period of this policy as far as they relate to the subject matter of this insurance.

V. CROSS LIABILITY

In the event of claims being made by reason of Personal Injury suffered by any employee of one Insured hereunder for which another Insured hereunder is or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

In the event of claims being made by reason of damage to property belonging to any Insured hereunder for which another Insured is, or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been

issued to each Insured hereunder.

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Insuring Agreement, Item 11.

VI. NOTICE OF OCCURRENCE

Whenever the Risk Manager of the Named Insured has information from which it may reasonably be concluded that an Occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this policy, notice shall be sent to the Company at its Home Office as practicable, provided, however, that failure to give notice of any Occurrence which at the time of the occurrence 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.

VII. ASSISTANCE AND COOPERATION

Except as noted under Insuring Agreement, Item III, SUPPLEMENTAL DEFENSE, the Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured in the defense and control of any claim, suit or proceeding relative to an Occurrence where the claim or suit involves, or appears reasonably likely to involve the Company. In such event, the Insured and the Company shall cooperate in all things in the defense of such claim, suit or proceeding and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

VIII. LOSS PAYABLE

Liability under this policy with respect to any Occurrence shall not attach unless and until the Insured shall have paid the amount of such Occurrence. The Insured shall make a definite claim for any loss for which the Company may be liable under this policy within twelve (12) months after the Insured shall have paid an amount of Ultimate Net loss in excess of the amount borne by the insured or after the Insured's liability shall have been fixed and rendered certain either by final judgement against the Insured after actual trial or by written agreement of the Insured, the claimant, and the Company. If any subsequent payments shall be made by the Insured on account of the same Occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proved in conformity with this policy.

IX. 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.

X. SUBROGATION

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

Xl. CHANGES

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed; except by endorsement issued to and forming part thereof, signed by a duly authorized representative of the Company.

Xll. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon.

Xlll. CANCELLATION

This policy may be cancelled by the Named Insured or by the Company by sending by registered or certified mail notice to the other party stating when, not less than ninety (90) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company to the named Insured at the address shown on Item 1 of the Declaration of this policy shall be sufficient proof of notice, and the policy period 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 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 made no payment or tender of return premium with such notice.

XlV. CONFLICTING STATUTES

In the event that any provision of this policy is unenforceable by the Insured under the laws of any state or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of noncompliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

Attached to and forming part of Policy No. ND-84-39-1101

ENDORSEMENT 1 Premium Payment Provisions

A. Non-Subject premium

Provisional amount subject to retrospective rating

Total

B. Deposit Premium: Twenty percent (20%) of non-subject premium is payable to Company at policy inception, with ten percent (10%) payable to company on the first of the month for each of the following eight months.

WESTERN HEMISPHERE INSURANCE CO. LTD.

AUTHORIZED REPRESENTATIVE.

MARGRP CDA dm - 0542

LS 003282

Attached to and forming part of Policy NO.RO-84-39-1101

ENDORSEMENT 2 Retrospective Rating Provisions

This endorsement forms a part of Policy No. RO-84-39-1101 issued by WESTERN HEMISPHERE INSURANCE COMPANY LIMITED, hereinafter called COMPANY.

It is agreed that, in consideration of provisional additional premium, the portion of premiums applicable to sales of The Rego Group, Inc. shall be adjusted, based on actual loss experience, according to the following formula and factors :

A. Retrospective factors:

1) Paid loss divisor .83

2) COMPANY retention factor .05

3) Per occurrence loss limitation $100,000

4) Losses subject to retrospective rating shall consist of 95% of (A) paid Ultimate Net Loss up to $100,000 per occurrence, divided by (B) a Paid Loss Divisor of 0.83.

5) Aggregate Loss Limitation. The aggregate amount of paid ultimate net loss, due to occurrence happening during an annual policy period, to be included in the retrospective rating computation shall be further limited to $1,500,000. Aggregate Loss Limitation charge included in deposit premium.

B. Retrospective rating formula:

1) Monthly retrospective payments = $\frac{.95 \times \text{paid ultimate net loss up to \$100,000 each occurrence}}{.83}$

2) Monthly retrospective adjustments shall continue until (1) all claims incurred during the policy period are closed, or (2) the aggregate sum of paid Ultimate Net Loss due to occurrences happening during the policy period equals or exceeds $1,500,000. In the event additional claims are reported, or recoveries are made through subrogation, or any other circumstance obtains which changes the amount of paid Ultimate Net Loss after retrospective adjustments have ceased, either party may request additional adjustments.

MARGRP CDA dm - 0543

LS 003283

3) On a monthly basis, the designated loss adjusting Company shall render a statement of paid Ultimate Net Loss and its loss adjusting fees. Based on the foregoing, the Company shall render a statement of the balance payable.
Amounts indicated by said monthly statement shall be payable within 30 days of issuance.

C. Definition

1) Paid Ultimate Net Loss. "Paid Ultimate Net Loss" shall mean the total sum paid on behalf of the insured by reason of Personal Injuries, Property Damage or Advertising Liability claims, either through adjudication or compromise, and shall also include expenses consisting of: hospital, medical and funeral charges; all sums paid as salaries, wages, compensation, fees, charges, and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses, investigators and other persons; litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder. The salaries of permanent employees of the Insured and salaries of the permanent employees of designated loss adjusting firm shall be excluded.

The Company shall not be liable for such expenses as aforesaid when coverage for the payment of such expenses is included in other valid and collectible insurance.

WESTERN HEMISPHERE INSURANCE CO.LTD.

AUTHORIZED REPRESENTATIVE.

Attached to and forming part of Policy No.RO-84-39-1101

ENDORSEMENT 3 Adjustment of premium at audit

Premiums not subject to retrospective rating shall be adjusted at audit based on the following rate:

The word "Sales" as used under Item Number 5 of the Declarations means the gross amount of money charged by any insured or by the others trading under their 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 any insured and such others collect as a separate item and remit directly to a governmental division.

WESTERN HEMISPHERE INSURANCE CO.LTD.

AUTHORIZED REPRESENTATIVE.

MARGRP CDA dm - 0545

LS 003285

Attached to and forming part of Policy No. PO-8439-1101

ENDORSEMENT 4. The Designated Loss Adjusting Company is:

THE MARTIN BOYER COMPANIES
120, South Riverside Plaza,
Chicago, Illinois, 60606,
U.S.A.

WESTERN HEMISPHERE INSURANCE CO. LTD.

AUTHORIZED REPRESENTATIVE.

MARGRP CDA dm - 0546

LS 003286

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS QUOTE THIS NO.
RO-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 6 - The Named Insureds

It is agreed that the Named Insured as described in Item 1 of the Declarations shall read as follows:

The Marmon Group, Inc.
Marmon Industries
The Colson Groups, Inc.
G.L. Corporation

and all divisions, subsidiaries and companies over which the Named Insured asserts financial and/or operative control as now or hereinafter constituted.

May 6, 1980
DATE

AUTHORIZED REPRESENTATIVE

MARGRP CDA dm - 0547

LS 003287

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS QUOTE THIS POLICY
RO-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 7 - Additional Named Insureds

It is agreed that, effective 1st January 1980, the coverage provided by the above Policy shall apply to the following:

Chicago Mill and Lumber Company,
a partnership
Helena Southwestern Railroad Company,
a corporate subsidiary of Chicago Mill
and Lumber Company.

May 6, 1980
DATE

AUTHORIZED SIGNATURE

MARGRP CDA dm - 0548

LS 003288

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

RO-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 8 - Additional Named Insured

It is agreed that, effective 31st December 1979, the coverage provided by the above Policy shall apply to the following:

Kangol Headwear, Inc.

May 6, 1980
DATE

MARGRP CDA dm - 0549

LS 003289

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS QUOTE THIS REF.
RO-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 9 - Damage to Property, owned occupied or rented

It is agreed that this policy shall not apply to any liability for property damage to:

(1) Property owned or occupied by or rented to any insured,

(2) Property used by any insured, or

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

May 6, 1980
DATE

AUTHORIZED SIGNATURE

MARGRP CDA dm - 0550

LS 003290

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ATTACH TO THE POLICY
RO-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 10 - Exclusion Property Damage due to Construction Operations

It is agreed that this policy shall not apply:

1. To property damage to:
   (a) equipment or property to be used in, a part of, or incidental to any construction operations, or
   (b) that portion of any property upon which operations are being performed by or on behalf of any insured in the course of construction, reconstruction or repair.

2. To personal injury or property damage for:
   (a) any liability arising out of joint venture which is not designated in the Declarations;
   (b) any liability arising out of any project insured under a "wrap-up" or similar rating plan.

3. (a) Property damage included within the Explosion Hazard - includes property damage arising out of blasting or explosion. The Explosion Hazard does not include property damage (1) arising out of the explosition of air or steam vessels, piping under pressure, prime movers, machineryor power transmitting equipment, or (2) arising out of operations performed for any 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 any Insured under an Incidental Contract.

   The 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, burrowing, filling, back filling, tunneling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The Collapse Hazard does not include property damage (1) arising out of operations performed

May 6, 1980
DATE

AUTHORIZED SIGNATURE

MARGRP CDA dm - 0551

LS 003291

ENDORSEMENT 10 - Exclusion Property Damage to Construction Operations

for any Insured by independent contractors, or (2) included with the Completed Operations Hazard or the Underground Property Damage Hazard or (3) for which liability is assumed by any Insured under an Incidental Contract.

The 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 wire, 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, drillings, burrowing, filling, back filling, or pile driving. The Underground Property Damage hazard does not include property damage, (1) arising out of operations performed for any Insured by independent contractors, or (2) included within the Completed Operations Hazard, or (3) for which liability is assumed by any Insured under an incidental contract.

(b) Personal injury ot property damage liability assumed by any Insured under any contract or agreement except an Incidental Contract:

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

May 6, 1980
DATE

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

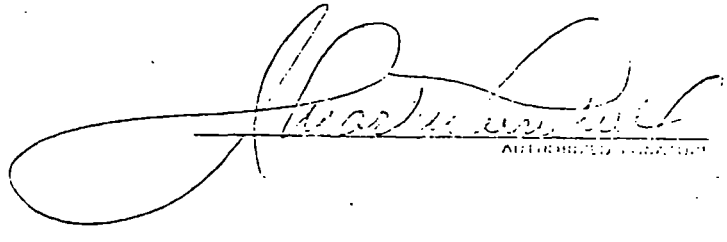
PLEASE ATTACH TO THIS POLICY
RO-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 11 - Employee Benefit Plans

It is agreed that coverage under this policy does not apply to any loss arising out of any of the insureds acting as a fiduciary in regards to the administration or handling of Employee Benefit Plans or for any loss as a result of a breach of fiduciary responsibilities, obligations or duties as are imposed upon any of the insureds by the Employee Retirement Income Security Act of 1974 or amendments thereto or any regulations as are promulgated thereunder.

The term "Employee Benefit Plans" as used in this exclusion shall include Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workers' Compensation Plans Insurance, Unemployment Insurance, Social Security Insurance, Disability Benefits and any other similar Employee Benefit Programs sponsored by the insured, and shall also include professional or semi professional services or advice given by or on behalf of any of the insureds to any of the insureds employee or the employees representatives relative to the above mentioned plans.

May 6, 1980
DATE



AUTHORIZED SIGNATURE

MARGRP CDA dm - 0553

LS 003293

WESTERN HEMISPHERE INSURANCE COMPANY LTD.
American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS QUOTE THIS NO.
RO-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 12 - Printed or Published Material

It is agreed that the insurance afforded by this policy shall not apply with respect to any insureds liability arising out of the utterance or dissemination of any printed or published material, except with respect to advertising by or on behalf of the insured for the purpose of promoting its own business, if such advertising does not involve quoting from text of any printed or published material.

May 6, 1980
DATE

[signature]
AUTHORIZED SIGNATURE

MARGRP CDA dm - 0554

LS 003294

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS QUOTE THIS NO.
RO-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 13 - Professional Services

It is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of the rendering of, or the failure to render, professional services by or on behalf of any insured, for others, in any insureds capacity as an architect, engineer or surveyor, including, but not limited to, any negligent act, error, omission or mistake involving the preparation of surveys, maps, plans, designs or specifications or supervisory inspection or engineering services furnished in connection therewith.

May 6, 1980
DATE

MARGRP CDA dm - 0555

LS 003295

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ATTACH TO THE POLICY
RO-84-39-1101
DATE
August 31,1979

ENDORSEMENT 14 - Polyvinyl Chloride

It is agreed that there is no liability under this policy (including liability assumed under contract) for any claim or loss arising out of the sale, handling distribution or manufacturing of Polyvinyl Chloride "PVC" or any product containing any Polyvinyl Chloride "PVC".

May 6, 1980
DATE

AUTHORIZED SIGNATURE

MARGRP CDA dm - 0556

LS 003296

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS QUOTE THIS NO.
RO-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 15 - Asbestosis

It is agreed that this policy shall not apply to claims made against the Insured arising out of Asbestosis or any similar condition caused by Asbestos.

May 6, 1980
DATE

AUTHORIZED SIGNATURE

MARGRP CDA dm - 0557

LS 003297

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS QUOTE THIS NO.
RO-84-39-1101
DATE
August 31,1979

ENDORSEMENT 16 - Fire caused by Logging or Lumbering Operations

It is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of injury to or destruction of standing timber or timberlands of others and/or owned in whole or in part by the insured, including the loss of use thereof, caused by fire, and arising out of logging or lumbering operations performed by or on behalf of the insured.

It is further agreed that such insurance as is afforded by the policy for property damage does not apply to the liability imposed upon the insured by statute or ordinance for the cost or expense incurred in the suppression of a forest fire.

May 6, 1980
DATE

WESTERN HEMIS RE INSURANCE COMPANY LTD.

American Inter al Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS QUOTE THIS NO.

RO-84-39-1011

DATE

August 31, 1979

ENDORSEMENT 17 - Additional Named Insureds

It is agreed that, effective 31st August 1979, the coverage provided by the above Policy should apply to the following:

City of Shelbina,
City Hall,
Shelbina,
Missouri 63468.

May 16, 1980
DATE

AUTHORIZED SIGNATURE

MARGRP CDA dm - 0559

LS 003299

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS QUOTE THIS NO.
RC-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 18 - Additional Named Insureds

It is agreed that, effective 19th May 1980, the coverage provided by the above Policy shall apply to the following:

John P. Flaming, and
Norma Flaming
P.O. Box 661,
Vista, California 92083.

May 16, 1980
DATE

AUTHORIZED SIGNATURE

MARGRP CDA dm - 0560

LS 003300

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS QUOTE THIS POLICY
RO-84-39-1101
DATE
August 31, 1979

ENDORSEMENT 19 - Additional Named Insureds

It is agreed that effective 31st August, 1979, the coverage provided by the above Policy shall apply to the following:

1. Andrew Capuccini
2. Robert and Kathryn Kline
3. Donald V., William P., Dorothy J. Reed
4. William A. Freeberg
5. Diane and Helen D. Caddie
6. Gilio Sicheri
7. Mario Martini
8. Walter B. and Alberta M. Brill
9. Darrell G and Roy L. Spencer.

May 16, 1980
DATE

AUTHORIZED SIGNATURE

MARGRP CDA dm - 0561

LS 003301

WESTERN HEMISPHERE INSURANCE COMPANY LTD.

American International Building, Richmond Road, Pembroke
Bermuda

PLEASE ALWAYS QUOTE THIS NO.
RO - 84 - 29 - 1101
DATE
August 31, 1979

ENDORSEMENT 5 - Limits of Product Liability

This Endorsement forms a part of Policy No. RO - 84-39-1101 issued by Western Hemisphere Insurance Company Ltd.

It is agreed that the Anderson Copper and Brass Division of The Reg0 Group is excluded from the Product Liability Limits of the Reg0 Group Inc. as described in Item 2, Section B of the Declarations and that the Product Liability of this Division is to be included in the Product Liability Limits applicable to all insureds except the Reg0 Group Inc, as set out in Item 2, Section A of the Declarations.

April 28, 1980
DATE

AUTHORIZED SIGNATURE

MARGRP CDA dm - 0562

LS 003302

AIU INSURANCE COMPANY
NEW YORK, NEW YORK
(A Stock Insurance Company herein called the Company)
AMERICAN INTERNATIONAL UNDERWRITERS

POLICY No. **75** 101660

The Company agrees with the Insured named below, in consideration of the premium paid and subject to all the terms and conditions set forth below that the insurance afforded by this policy shall follow all the terms and conditions of Policy No. I.B.D. issued by NORTHBROOK EXCESS AND SURPLUS COMPANY including all renewals and rewrites thereof.

NAMED INSURED:	THE MARMON GROUP ETAL
ADDRESS:	39 S. LASALLE STREET CHICAGO, ILLINOIS 60603
POLICY PERIOD:	FEBRUARY 25, 1980 TO AUGUST 31, 1981
COVERAGE:	EXCESS UMBRELLA LIABILITY
LIMIT OF LIABILITY:	$ 25,000,000 EACH OCCURRENCE AND ANNUAL AGGREGATE, $ 75,000,000 WHICH IS EXCESS OF PRIMARY COVERAGE
PREMIUM:	$ 9,600
RATE:	FLAT ANNUAL (PRO RATA FACTOR .512)

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

Secretary *President*

REED SHAW STENHOUSE
230 W. MONROE ST.
CHICAGO, ILLINOIS 60606

Countersigned by: _____
Authorized Representative

ENDORSEMENTS: SCL 102

MARGRP CDA dm - 0563

24004

LS 003303

ENDORSEMENT NO. 1 ADDITIONAL PREMIUM --- RETURN PREMIUM ---

NAME OF ASSURED THE MARMON GROUP ETAL

AIRCRAFT PRODUCTS EXCLUSION

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF AIRCRAFT PRODUCTS OR RELIANCE UPON ANY REPRESENTATION OR WARRANTY MADE WITH RESPECT THERETO, OR TO ANY LIABILITY ARISING OUT OF THE GROUNDING OF ANY AIRCRAFT.

"AIRCRAFT PRODUCTS" MEANS AIRCRAFT (INCLUDING MISSILES OR SPACECRAFT) AND ANY OTHER GOODS OR PRODUCTS MANUFACTURED, SOLD, HANDLED OR DISTRIBUTED OR SERVICES PROVIDED OR RECOMMENDED BY THE INSURED OR BY OTHERS TRADING UNDER HIS NAME FOR USE IN THE MANUFACTURE, REPAIR, OPERATION, MAINTENANCE OR USE OF ANY AIRCRAFT.

"GROUNDING" SHALL MEAN THE WITHDRAWAL OF ONE OR MORE AIRCRAFT FROM FLIGHT OPERATIONS OR THE IMPOSITION OF SPEED, PASSENGER OR LOAD RESTRICTIONS ON SUCH AIRCRAFT, BY REASON OF THE EXISTENCE OF OR ALLEGED OR SUSPECTED EXISTENCE OF ANY DEFECT, FAULT OR CONDITION IN SUCH AIRCRAFT OR ANY PART THEREOF SOLD, HANDLED OR DISTRIBUTED BY THE INSURED OR MANUFACTURED, ASSEMBLED OR PROCESSED BY ANY OTHER PERSON OR ORGANIZATION ACCORDING TO SPECIFICATIONS, PLANS, SUGGESTIONS, ORDERS OR DRAWINGS OF THE INSURED OR WITH TOOLS, MACHINERY OR OTHER EQUIPMENT FURNISHED TO SUCH PERSONS OR ORGANIZATIONS BY THE INSURED, WHETHER SUCH AIRCRAFT SO WITHDRAWN ARE OWNED OR OPERATED BY THE SAME OR DIFFERENT PERSONS OR ORGANIZATIONS.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE INSURING AGREEMENTS, EXCLUSIONS, CONDITIONS OR DECLARATIONS OF THE POLICY, EXCEPT AS HEREINABOVE SET FORTH.

THIS ENDORSEMENT IS EFFECTIVE 2/25/80

ATTACHED TO AND FORMING PART OF POLICY NO. 75101660 OF THE AIU INSURANCE COMPANY

AMERICAN INTERNATIONAL UNDERWRITERS AGENCY, INC.

BY J. McCarthy

SCL-102

MARGRP CDA dm - 0564

LS 003304

REED STENHOUSE INC. OF ILLINOIS

INTERNATIONAL INSURANCE BROKERS

230 WEST MONROE STREET CHICAGO, ILLINOIS 60606 312-621-2500

POLICY CHANGE

#_____

IMPORTANT—KEEP WITH YOUR POLICY!

NAME OF INSURED AND ADDRESS

The Marmon Group, Etal
39 S. LaSalle Street
Chicago, Illinois 60603

PRODUCER # 4141 GROUP # D
ACCOUNT # 03198

DATE: 4-23-80

POLICY OR BINDER NUMBER	EXPIRATION DATE
75101660	8-31-80

EFFECTIVE DATE OF CHANGE: 2-25-80

COMPANY: AIU Insurance Company

It is agreed that conditions are amended as indicated by cross X:

- ☐ Name of Insured amended to read as shown below.
- ☐ Address of Insured amended to read as shown below.
- ☐ Premium or rates amended as shown below.
- ☐ Item(s) listed below added to/deleted from schedule.
- ☐ Occupation of Insured is amended to read as shown below.
- ☐ Estimated payroll is amended to read as shown below.
- ☐ Amount of insurance increased/reduced to $_____
- ☐ Additional Insured as shown below
- ☐ Loss Payee/Mortgagee as shown below
- ☐ Limits of Liability amended to read as shown below.
- ☐ Description or location of property insured amended to read as shown below.
- ☒ Term of coverage amended to read as shown below.
- ☐ Item No. _____ is amended to read as shown below.
- ☐ Garage Location amended to read as shown below.
- ☐ This policy amended as shown below.

It is hereby agreed that the expiration date of this policy is amended to read 8-31-80

DUE AT ENDORSEMENT EFFECTIVE DATE	ADDITIONAL PREMIUM	RETURN PREMIUM	ENDORSEMENT NO.
	$	$	

PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN ANNUAL INSTALLMENTS.

DATES DUE	PRIOR INSTALLMENTS	INCREASE	DECREASE	REVISED INSTALLMENTS
	$	$	$	$
	$	$	$	$
TOTAL PREMIUM TO POLICY EXPIRATION		$	$	$

☒ NO PREMIUM ADJUSTMENT.
☐ PREMIUM ADJUSTMENT SUBJECT TO AUDIT.
☐ PREMIUM ADJUSTMENT TO BE CONFIRMED BY INVOICE.

REED STENHOUSE INC. OF ILLINOIS
BY

MARGRP CDA dm - 0565

INSURED'S COPY

LS 003305

AIU INSURANCE COMPANY
NEW YORK, NEW YORK
(A Stock Insurance Company herein called the Company)
AMERICAN INTERNATIONAL UNDERWRITERS

POLICY No. 75 101539

The Company agrees with the Insured named below, in consideration of the premium paid and subject to all the terms and conditions set forth below that the insurance afforded by this policy shall follow all the terms and conditions of Policy No. T.B.D. issued by U.S. FIRE INSURANCE COMPANY including all renewals and rewrites thereof.

NAMED INSURED:	THE MARMON GROUP ETAL
ADDRESS:	39 SOUTH LASALLE STREET CHICAGO, ILLINOIS 60603
POLICY PERIOD:	AUGUST 31, 1980 TO FEBRUARY 1, 1982
COVERAGE:	EXCESS UMBRELLA LIABILITY
LIMIT OF LIABILITY:	$10,000,000 EACH OCCURRENCE AND ANNUAL AGGREGATE, PART OF $50,000,000 EACH OCCURRENCE AND ANNUAL AGGREGATE, EXCESS OF $50,000,000 WHICH IS EXCESS OF PRIMARY COVERAGE.
PREMIUM:	$14,220
RATE:	FLAT ANNUAL

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

Marion E. Fagen
Secretary

Eli Dickinson Jr
President

NBA EXCESS AND SURPLUS LINES, INC.
222 SOUTH RIVERSIDE PLAZA SUITE 2240
CHICAGO, ILLINOIS 60606

Countersigned by: [signature]
Authorized Representative

PM/hrc

MARGRP CDA dm - 0566

24004

LS 003306

Endorsement No. 1 Additional Premium Return Premium 30.00

Name of Assured THE MARMON GROUP ETAL

IT IS HEREBY AGREED THAT THE POLICY EFFECTIVE DATE IS AMENDED TO READ:

AUGUST 31, 1980

Nothing herein contained shall be held to vary, alter, waive or change any of the Insuring Agreements, Exclusions, Conditions or Declarations of the Policy, except as hereinabove set forth.

This endorsement is effective AUGUST 31, 1980

Attached to and forming part of Policy No. 75-101539 of the

AIU INSURANCE COMPANY

AMERICAN INTERNATIONAL UNDERWRITERS AGENCY, INC.

By

C130

MARGRP CDA dm - 0567

LS 003307

Endorsement No. 2 Additional Premium NIL Return Premium NIL

Name of Assured THE MARMON GROUP ETAL

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE LIMIT OF LIABILITY AS STATED ON THIS POLICY IS AMENDED TO READ AS FOLLOWS:

$10,000,000. EACH OCCURRENCE AND ANNUAL AGREGATE WHERE APPLICABLE, PART OF

$50,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE WHERE APPLICABLE, EXCESS OF

$50,000,000. WHICH IS EXCESS OF PRIMARY COVERAGE.

Nothing herein contained shall be held to vary, alter, waive or change any of the Insuring Agreements, Exclusions, Conditions or Declarations of the Policy, except as hereinabove set forth.

This endorsement is effective AUGUST 31, 1981

Attached to and forming part of Policy No. 75-101539 of the

AIU INSURANCE COMPANY

AMERICAN INTERNATIONAL UNDERWRITERS
AGENCY, INC.

/om 1-2/81 12-01-81

By J. McCarthy

C130

MARGRP CDA dm - 0568

LS 003308

Allianz

Excess Liability Policy

THIS POLICY JACKET WITH THE DECLARATIONS PAGE, AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THIS POLICY.

A.U.I. 0-0037 (5/79)

MARGRP CDA dm - 0569

LS 003309

Allianz Underwriters, Inc.
(Hereinafter called the Company)

Allianz

5900 Wilshire Boulevard
Los Angeles, Calif. 90036

Excess Liability Policy

Policy No. AUX 5 20 01 91

P.O. Address (No., Street, Town, County, State)

PRODUCER

Item 1. NAMED INSURED

THE MARMON GROUP
39 SOUTH LASALLE STREET
CHICAGO, ILLINOIS 60603

ALLIANZ INTERMEDIARIES SURPLUS
LINE BROKERS, INC.
101 NORTH WACKER DRIVE
13TH FLOOR
CHICAGO, ILLINOIS 60645

Item 2. Policy Period:
From AUGUST 31, 1980 to FEBRUARY 1, 1982
12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

Item 3. Underlying Insurance:

AS PER EXCESS UMBRELLA POLICY DECLARATIONS FORM

Item 4. Limit(s) of Coverage Hereunder:

AS PER EXCESS UMBRELLA POLICY DECLARATIONS FORM

Item 5. Premium: $14,220.00

Rate of Adjustment: FLAT

Item 6. Cancellation: SIXTY (60) DAYS, EXCEPT IN THE EVENT OF NON-PAYMENT OF ANY PREMIUM, TEN (10) DAYS' NOTICE WILL APPLY.

Countersigned by:

TPM/JMG/ma Authorized Representative

SEPTEMBER 18, 1980
Date

IN WITNESS WHEREOF the 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.

William J. Sheppard
Secretary

Donald W. Munson
President

A.U.I. 0-0039 (5/79)

ORIGINAL

MARGRP CDA dm - 0570

LS 003310

Allianz

EXCESS UMBRELLA POLICY

DECLARATIONS

ITEM 1. Named Insured: THE MARMON GROUP

ITEM 2. Underlying Umbrella Policies: (a) $25,000,000. EXCESS OF SCHEDULED PRIMARIES AND/OR SELF-INSURED RETAINED LIMITS: U. S. FIRE & FIRST STATE - POLICY NUMBERS TO BE ADVISED; (b) $25,000,000. EXCESS OF (a): HIGHLANDS INSURANCE COMPANY & TRANSIT CASUALTY -

ITEM 3. Underlying Umbrella Limits (Insuring Agreement 2): $50,000,000.

ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement 2): $50,000,000.

ITEM 5. Limit of Liability (Insuring Agreement 2): $10,000,000. PART OF $50,000,000.

ITEM 6. Aggregate Limit of Liability (Insuring Agreement 2): $10,000,000. PART OF $50,000,000.

ITEM 7. Notice of Occurrence (Condition 4) to: ALLIANZ UNDERWRITERS, INC.
5900 Wilshire Blvd., Suite 300
Los Angeles, California 90036

NAMED INSURED:

As stated in Item 1 of the Declaration forming a part hereof, and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to Company.

INSURING AGREEMENTS

1. COVERAGE.

Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

(a) imposed upon the Insured by law;

or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages, direct or consequential and expenses on account of:—

(i) Personal Injuries, including death at any time resulting therefrom;
(ii) Property Damage;
(iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the World, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by the Company(ies) as shown in item 2 above, (hereinafter called the "Underlying Umbrella Insurers").

2. LIMIT OF LIABILITY — UNDERLYING LIMITS.

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective Ultimate Net Loss Liability as follows:—

$ (as stated in Item 3 of the Declaration) Ultimate Net Loss in respect of each occurrence, but

$ (as stated in Item 4 of the Declaration) in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured,

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

$ (as stated in Item 5 of the Declaration) Ultimate Net Loss in respect of each occurrence—subject to a limit of

$ (as stated in Item 6 of the Declaration) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

EFFECTIVE: AUGUST 31, 1980

ATTACHING TO AND FORMING PART OF POLICY NUMBER AUX 5200191

☐ Allianz Insurance Company
☒ Allianz Underwriters, Inc.

SEPTEMBER 18, 1980
DATE

By Thomas P. Mann
(Agent or Authorized Representative)

TPM/JMG/ma

AUI 0-0007 (1/79)

MARGRP CDA dm - 0571

LS 003311

ENDORSEMENT

Allianz

CONFLICT IN WORDING

IT IS UNDERSTOOD AND AGREED THAT WHERE THE INSURING AGREEMENTS, DEFINITIONS AND CONDITIONS APPEARING IN THE EXCESS LIABILITY POLICY PRINTED JACKET ARE INCONSISTENT WITH THE INSURING AGREEMENTS, DEFINITIONS AND CONDITIONS APPEARING IN THE EXCESS UMBRELLA POLICY DECLARATIONS FORM, THE INSURING AGREEMENTS, DEFINITIONS AND CONDITIONS OF THE EXCESS UMBRELLA POLICY DECLARATIONS FORM WILL APPLY.

All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Effective AUGUST 31, 1980 this endorsement forms part of Policy Number AUX 5200191

of ALLIANZ UNDERWRITERS, INC.

Issued to THE MARMON GROUP

Endorsement No. 1.
TPM/JMG/ma
09-18-80

Thomas P. Mann
AUTHORIZED REPRESENTATIVE

ENDORSEMENT

Allianz

IT IS UNDERSTOOD AND AGREED THAT THE EXCESS UMBRELLA POLICY - DECLARATIONS - ITEM 2. UNDERLYING UMBRELLA POLICIES IS AMENDED TO READ AS FOLLOWS:
(a) $25,000,000, EXCESS OF SCHEDULED PRIMARIES AND/OR SELF - INSURED RETAINED LIMITS: INTERNATIONAL INSURANCE COMPANY & FIRST STATE - POLICY NUMBERS TO BE ADVISED; (b) $25,000,000 EXCESS OF (a): HIGHLANDS INSURANCE COMPANY AND TRANSIT CASUALTY.

All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Effective AUGUST 31, 1980 this endorsement forms part of Policy Number AUX 5200191

of ALLIANZ UNDERWRITERS, INC.

Issued to THE MARMON GROUP

Endorsement No. 2

Thomas P. Mann
AUTHORIZED REPRESENTATIVE

MARGRP CDA dm - 0573

A.U.I. 0-0010 (1/79)

LS 003313

American Excess Insurance Company

(hereinafter called the Company)
Wilmington, Delaware

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

NATIONAL BROKERAGE AGENCIES, INC.
222 North Riverside Plaza
Chicago, Illinois 60606

ATTENTION: Mr. Wayne Wentz

DECLARATIONS

CERTIFICATE OF EXCESS INSURANCE

ITEM 1 THE MARMON GROUP
(HEREINAFTER CALLED THE INSURED)
39 South LaSalle Street
STREET LOCATION
Chicago — Illinois
CITY — STATE ZIP

EUL 5075781 — OJ — NEW
CERTIFICATE NO. — BRANCH — PRIOR CERTIFICATE NO.

ITEM 2 08 | 31 | 80 — EFFECTIVE DATE
02 | 01 | 82 — EXPIRATION DATE
ITEM 3 $7,110.00 — TOTAL PREMIUM

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

X	
$7,110.00	---
PREPAID	- | - | -
INSTALLMENT PERIOD	DATE OF NEXT INSTALLMENT

ITEM 3 PREMIUM (CONTINUED)
ADVANCE PREMIUM: $ 7,110.00
RATE: Flat

MINIMUM PREMIUM: $ 7,110.00

ITEM 4 DESCRIPTION OF COVERAGE HEREUNDER: Excess Umbrella Liability

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

ITEM 6 LIMIT(S) OF THE COMPANY'S LIABILITY: $5,000,000 part of $50,000,000 per each occurrence and in the aggregate where applicable

ITEM 7 CANCELLATION: Thirty (30) Days

October 6, 1980
DATE

Countersigned by _____
AUTHORIZED REPRESENTATIVE
Michael E. Berend/jb
PRINTED IN U.S.A.

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

ORIGINAL COPY

MARGRP CDA dm - 0574

LS 003314

American Excess Insurance Company

EUL 5075781

I INSURING AGREEMENT

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

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

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

II EXCLUSIONS

This Certificate does not apply:

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

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

(1) With respect to which an Insured under this Certificate is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, American Nuclear Insurers, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limits of liability, or

(2) Resulting from the hazardous properties of nuclear material and with respect to which

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof, or

(b) The Insured is, or had this Certificate not been issued would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

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

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

(b) The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured, or

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

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

As used in this exclusion

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

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

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

MARGRP CDA dm - 0575

LS 003315

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

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

"Nuclear Facility" means

(1) Any nuclear reactor,

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

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

(4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operation;

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

III DEFINITIONS

1. Ultimate Net Loss

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

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

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

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

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

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

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

IV CONDITIONS

1. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this Certificate nor until (a) the Insured shall have paid ultimate net loss in excess of the underlying limit or (b) the Insured's obligation to pay shall have been finally determined either by judgement against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

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

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

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

effective date and hour of cancellation stated in the notice shall become the end of the certificate period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro-rata. Premium adjustments may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. The Company may, however, cancel this Certificate absolutely on five (5) days notice for non-payment of premium due.

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

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

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

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

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

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

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

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

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

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

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

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

LS 003317

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

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

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

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

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

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

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

James D. Koehnen

James D. Koehnen

President

T. Darrington Semple, Jr.

T. Darrington Semple

Secretary

MARGRP CDA dm - 0578

LS 003318

INSURANCE FROM CNA

☐ CONTINENTAL CASUALTY COMPANY
☐ NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
☐ AMERICAN CASUALTY COMPANY OF READING, PA.
X COLUMBIA CASUALTY
☐ TRANSPORTATION INSURANCE COMPANY
☐ TRANSCONTINENTAL INSURANCE COMPANY
☐ VALLEY FORGE INSURANCE COMPANY

NOTICE OF CANCELLATION OR NON-RENEWAL

Date: DECEMBER 28, 1981

THE MARMON GROUP, INC.
39 S. LA SALLE, ST.
CHICAGO, ILLINOIS 60603

Policy No.: RDX 417 00 92

Issued to: THE MARMON GROUP, INC.

This is notice to you that:

☐ The Policy described above is canceled as of 12:01 A.M. Standard Time

_____
(Date)

☒ The Policy described above is not being renewed at its expiration date of

2-01-82
(Date)

IMPORTANT NOTICE TO INSURED: PLEASE READ REVERSE SIDE

Cancellation requested by: Company ☐ Insured ☐

The premium stated in said Policy is an estimated premium only and premium computation as provided for in the Policy will be made as soon as practicable. Any unearned premium will be refunded at such time. If additional premium is due, you will receive a statement for the amount due.

By _____
Authorized Representative

Copy to:

NBA SURPLUS LINES, INC.
222 S. RIVERSIDE PLAZA
CHICAGO, IL. 60606

Copy to:

MARGRP CDA dm - 0579

LS 003319

EXCESS THIRD PARTY LIABILITY POLICY

INSURANCE FROM CNA

55 E. Jackson Blvd.
Chicago, Illinois 60604

Columbia Casualty Company

(A stock insurance company, herein called the company)

Item

DECLARATIONS

1.

PRODUCER NO.	BRANCH	PREFIX	POLICY NUMBER
059392	885	RDX	417-00-92

NAMED INSURED & ADDRESS: (Number & Street, Town, County & State)

THE MARMON GROUP, INC.
(AS PER ENDORSEMENT #1)
39 SOUTH LASALLE STREET
CHICAGO, ILLINOIS 60603

2. Policy Period: (hereinafter called "this policy period") 8-31-80 To: 2-1-82 — 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN.

3. Schedule of Underlying Insurance: Insurer and Policy Number

AS PER ENDORSEMENT #2

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.

COLUMN I — Company Limits	IN EXCESS OF — Underlying Limits	COLUMN II — Total Limits	COLUMN III — Coverage
$ Each Person $ Each Occurrence	$ $	$ $	A. Bodily Injury Automobile
$ Each Occurrence $ Aggregate	$ $	$ $	B. Bodily Injury Except Automobile
$ Each Occurrence	$	$	C. Property Damage Automobile
$ Each Occurrence $ Aggregate	$ $	$ $	D. Property Damage Except Automobile
$ Each Occurrence $ Aggregate	$ $	$ $	E. Combined Single Limit Bodily Injury and Property Damage
$10,000,000. CSL EACH OCCURRENCE/AGGREGATE PART OF $50,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF $50,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS		OF PRIMARIES	F. Other EXCESS UMBRELLA LIABILITY

5. Premium Computation

Premium Basis	Estimated Exposure	Rate	Estimated Premium
FLAT CHARGE	N/A	N/A	$14,220.

Deposit Premium: $ 14,220 on effective date of policy
$
$
Audit Period N/A

Minimum Premium: $ 14,220. Annual
$ 14,220. Policy term

Countersigned by _____
Authorized Representative

C-17008-C Rev. 8/77

MARGRP CDA dm - 0580

LS 003320

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

☐
☐
☐
☐ EXCESS UMBRELLA LIABILITY

IT IS AGREED THAT ITEM #1 OF THE DECLARATIONS PAGE, NAMED INSURED, SHALL READ:

1. THE MARMON GROUP, INC.
2. MARMON INDUSTRIES, INC.
3. ALTAMIL CORPORATION
   a) AMERICAN BOX COMPANY
   b) FONTAINE TRUCK EQUIPMENT COMPANY
   c) ALUMINUM FORGE COMPANY

4. ALL DIVISIONS, SUBSIDIARIES AND AFFILIATED COMPANIES OVER WHICH THE NAMED INSURED ASSERTS FINANCIAL AND/OR OPERATIVE CONTROL, EXCLUDING THE FOLLOWING:

   a) FETTEROLF COAL & CONSTRUCTION, INC.
   b) M.F. FETTEROLF COAL CO., INC.
   c) M.F. LAND COMPANY, INC.
   d) CERRO MINING COMPANY OF CANADA LIMITED
   e) G.M. & W. COAL CO.
   f) JAMES M. STOTT COAL CO.
   g) PENN POCHANTAS COAL CO.
   h) CALVERT COAL COMPANY
   i) THE HOUSING GROUP

5. AMERICAN SAFETY EQUIPMENT
6. CERRO MARMON COAL GROUP AND ALL SUBSIDIARIES ON FILE WITH THE UNDERWRITERS
7. MACHINE PARTS CORPORATION
8. PORTLAND GROVE COMPANY
9. KEYSTONE PIPE & SUPPLY CO.
10. WERNER DIE & STAMPING CO.
11. MIDWEST TANNING
12. CHICAGO MILL & LUMBER CO.
13. PICKROSE LIMITED
14. TAMARAC UTILITIES, INC.

SPECIAL #1

This endorsement forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
1	RDX 417 00 92

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

12/8/80 df

Countersigned by _____ Authorized Agent

Blank Endorsement
C-17013-A

MARGRP CDA dm - 0581

LS 003321

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

☐
☐
☐ EXCESS UMBRELLA LIABILITY
☐

IT IS AGREED THAT ITEM #1 OF THE DECLARATIONS PAGE, SCHEDULE OF UNDERLYING INSURANCE, SHALL READ:

CARRIER & POLICY NUMBER	LIMITS OF LIABILITY
TRANSIT CASUALTY INSURANCE CO. POL. #SCU95653	$15,000,000. CSL EACH OCCURRENCE/ AGGREGATE. PART OF $25,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY
HIGHLAND INSURANCE CO. POL. #SR40604	$10,000,000. CSL EACH OCCURRENCE/ AGGREGATE PART OF $25,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY
FIRST STATE INSURANCE CO. POL. #TBA	$15,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF $10,000,000. CSL EACH OCCURRENCE/AGGREGATE EXCESS OF PRIMARY
INTERNATIONAL INSURANCE CO. POL. # TBA	$10,000,000. CSL EACH OCCURRENCE/ AGGREGATE EXCESS OF PRIMARY POLICIES ON FILE WITH THE COMPANY.

SPECIAL #2

This endorsement forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
2	RDX 417 00 92

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

12/8/80 df

Countersigned by _____
Authorized Agent

Blank Endorsement
C-17013-A

MARGRP CDA dm - 0582

LS 003322

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

☐
☐
☐
☐ EXCESS UMBRELLA LIABILITY

SCHEDULE OF PARTICIPANTS

CARRIER & POLICY NUMBER	PARTICIPATION - LIMITS OF LIABILITY
NORTHBROOK EXCESS & SURPLUS INSURANCE CO. POL. # 63007079	$10,000,000 CSL EACH OCCURRENCE/ AGGREGATE
ALLIANZ INSURANCE CO. POL. #AUX5200191	$10,000,000 CSL EACH OCCURRENCE/ AGGREGATE
AIU POL. #75101539	$10,000,000. CSL EACH OCCURRENCE/ AGGREGATE
AMERICAN EXCESS INSURANCE CO. POL. #EUL5075652	$5,000,000 CSL EACH OCCURRENCE/ AGGREGATE
FEDERAL INSURANCE CO. POL. #75356941	$5,000,000. CSL EACH OCCURRENCE/ AGGREGATE

SPECIAL #3

This endorsement forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
3	RDX 417 00 92

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy

ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

12/8/80 df

Countersigned by _____ Authorized Agent

Blank Endorsement
C-17013-A

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

☐ EXCESS UMBRELLA LIABILITY

ASBESTOSIS CLAIMS EXCLUSION

IT IS AGREED THAT THIS INSURANCE DOES NOT APPLY TO ANY CLAIM ALLEGING AN EXPOSURE TO OR THE CONTRACTING OF ASBESTOSIS OR ANY LIABILITY RESULTING THEREFROM.

SPECIAL#4

This endorsement forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
4	RDX 417 00 92

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

12/8/80 df

Blank Endorsement
C-17013-A

Countersigned by Alfred J. Leonard
Authorized Agent

This endors' nt modifies such insurance as is afforded by t rovisions of the policy relating to th. ollowing designated insurance:

☐
☐
☐
☐

EXCESS UMBRELLA LIABILITY

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT THERE IS NO COVERAGE UNDER THIS POLICY FOR ANY LIABILITY (EITHER DIRECT OR ASSUMED UNDER CONTRACT) RESULTING FROM ANY OCCUPATIONAL DISEASE, INCLUDING BLACK LUNG DISEASE, SUSTAINED BY ANY EMPLOYEES OF THE INSUREDS SCHEDULED BELOW:

IT IS FURTHER AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY OBLIGATION FOR WHICH ANY INSURED SCHEDULED BELOW MAY BE HELD LIABLE UNDER ANY WORKER'S COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW; PROVIDED HOWEVER, THAT THIS EXCLUSION DOES NOT APPLY TO LIABILITY OF OTHERS ASSUMED BY SUCH INSURED UNDER A VALID CONTRACT OR AGREEMENT.

SCHEDULE

CERRO MARMON COAL GROUP
AND ALL SUBSIDIARIES INCLUDING:

FETTEROLF COAL & CONSTRUCTION INC.
M.F. FETTEROLF COAL CO. INC.
M.F. LAND COMPANY, INC.
CERRO MINING COMPANY OF CANADA LIMITED
G.M. & W. STOTT COAL CO.
PENN POCAHONTAS COAL CO.
CALVERT COAL COMPANY
THE HOUSING GROUP

SPECIAL #5

This endorsement forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
5	RDX 417 00 92

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

12/11/80 DDS

Countersigned by _____ Authorized Agent

Blank Endorsement
C-17013-A

MARGRP CDA dm - 0585

LS 003325

This endors nt modifies such insurance as is afforded by t rovisions of the policy relating to the following designated insurance:

☐ EXCESS UMBRELLA LIABILITY

AMENDMENT OF POLICY CANCELLATION PROVISIONS

IT IS UNDERSTOOD AND AGREED THAT CONDITION #6 OF THIS POLICY IS AMENDED TO PROVIDE 30 DAYS WRITTEN NOTICE OF THE COMPANY'S INTENT TO CANCEL, EXCEPT IN CASE OF CANCELLATION FOR NONPAYMENT OF PREMIUM, OR OF ANY INSTALLMENT OF PREMIUM DUE UNDER THIS POLICY; THE POLICY MAY BE CANCELLED BY THE COMPANY FOR NONPAYMENT BY MAILING TO THE INSURED NAMED IN THE DECLARATIONS AT THE LAST MAILING ADDRESS KNOWN TO THE COMPANY WRITTEN NOTICE OF CANCELLATION PROVIDED SUCH NOTICE IS MAILED NO LESS THAN TEN DAYS PRIOR TO THE EFFECTIVE DATE OF CANCELLATION.

Z-38

This endorsement forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
6	RDX 417 00 92

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

12/8/80 df

Countersigned by _____ Authorized Agent

Blank Endorsement
C-17013-A

MARGRP CDA dm - 0586

LS 003326

FOR ATTACHMENT TO EXCESS
LIABILITY POLICY

EXCLUSION
(Contamination or Pollution)

It is agreed that the insurance 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.

It is further 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, the insurance does not apply to **bodily injury** or **property damage** arising out of such discharge, dispersal, release or escape whether or not sudden and 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 forms a part of and is for attachment to the following described policy issued by the Columbia Casualty Company, and takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	*Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy*		
ENDT. NO.	POLICY NO.	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
7	RDX 417 00 92		

Columbia Casualty Company
INSURANCE FROM CNA

12/8/80 df

Countersigned by _____
Authorized Agent

C-17010-A

IN\ .VENCY OR BANKRUPTCY CLAUSE END..RSEMENT

(ILLINOIS)

It is agreed that the policy is amended to add the following Condition:

Insolvency or bankuptcy of the Insured shall not release the Company from any of its obligations hereunder. In case execution against the Insured on any final judgment covered by this insurance shall be returned unsatisfied because of such insolvency or bankruptcy then an action may be maintained by the injured person or his or her personal representative against the Company under the terms of this policy and subject to all the conditions thereof for the amount of the judgment in such action not exceeding the amount of this policy.

This endorsement forms a part of and is for attachment to the following described policy issued by the Columbia Casualty Company, and takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
8	RDX 417 00 92

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA 12/8/80 df

Offices/Chicago, Illinois

Countersigned by _____
Authorized Representative

C-17030-B

MARGRP CDA dm - 0588

LS 003328

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

☐
☐
☐
☐ EXCESS UMBRELLA LIABILITY

ERISA LIABILITY EXCLUSION ENDORSEMENT

It is understood and agreed that the coverage afforded under this policy shall not apply as respects liability imposed upon an insured (or which is imputed to an insured) under the "Employee Retirement Income Security Act of 1974" and any law amendatory thereof.

This endorsement forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
9	RDX 417 00 92

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

Countersigned by _____ Authorized Agent

C-17075-A

MARGRP CDA dm - 0589

LS 003329

AMENDMENT OF TERMINATION OF PROVISIONS (ILLINOIS)

It is agreed that:

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

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

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

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

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

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

B. The following Condition is added:

Renewal

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

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

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

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
10	RDX 417 00 92

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

12/8/80 df

Countersigned by _____ Authorized Agent

C-17080-A

MARGRP CDA dm - 0590

LS 003330

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance.

☐
☐
☐
☒ Excess Third Party Liability Policy

AMENDATORY ENDORSEMENT — ILLINOIS

If the policy is issued or delivered in Illinois:

1. The second paragraph of Provision 2 (Policy Period: Termination of Underlying Insurance) of Part I (Insuring Agreements) is deleted, and
2. The following condition is added to the policy:

   With respect to injury or destruction otherwise insured under this policy, it is a condition precedent of coverage under this policy that the immediate underlying policy provides valid and collectible insurance with respect to such injury or destruction; provided that the inability of the immediate underlying policy to provide value and collectible insurance solely because of the exhaustion of the applicable aggregate limit of liability in such immediate underlying policy is not a violation of this condition precedent, and
3. Provision 3 (Application of the Aggregate to Periods of Time) of Part III (Provisions Governing the Application of the Aggregate Limits of Liability) is deleted.

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
11	RDX 4170092

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

12/8/80 df

C-17081-A

Countersigned by _____
Authorized Agent

MARGRP CDA dm - 0591

LS 003331

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

☐ EXCESS UMBRELLA LIABILITY

EXCLUSION OF PROFESSIONAL LIABILITY

IT IS AGREED THAT THIS INSURANCE DOES NOT APPLY TO LOSS ARISING OUT OF PROFESSIONAL SERVICES PERFORMED BY OR ON BEHALF OF THE INSURED (INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, HOSPITALIZATION, PHYSICIANS, SURGICAL, MEDICAL, NURSING, LEGAL, ARCHITECTURAL, ENGINEERING, ACCOUNTANCY AND CONSULTING SERVICES).

X-19

This endorsement forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
12	RDX 417 00 92

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

12/8/80 df

Blank Endorsement
C-17013-A

Countersigned by _____ Authorized Agent

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:

☐
☐
☐
☐

EXCESS UMBRELLA LIABILITY

AIRCRAFT PRODUCTS & GROUNDING EXCLUSION

IT IS AGREED THAT THIS INSURANCE DOES NOT APPLY TO LOSS ARISING OUT OF THE AIRCRAFT PRODUCTS HAZARD OR THE AIRCRAFT GROUNDING HAZARD.

"AIRCRAFT PRODUCTS HAZARD" MEANS:

1. THE MANUFACTURE, SALE, HANDLING, DISTRIBUTION, INSPECTION, MAINTENANCE, SERVICING, REPAIR OR RE-BUILDING OF

   A. AIRCRAFT OR GROUND EQUIPMENT,

   B. ANY ARTICLE OR PART INSTALLED IN AIRCRAFT OR GROUND EQUIPMENT OR USED IN CONNECTION WITH EITHER,

   C. GROUND HANDLING TOOLS AND EQUIPMENT;

2. PLANS, SPECIFICATIONS, OPINIONS, SURVEYS, DESIGNS, RECOMMENDATIONS OR ADVICE RELATING TO ANY ARTICLE OR PART INSTALLED IN OR USED IN CONNECTION WITH AIRCRAFT OR GROUND EQUIPMENT;

3. TRAINING AIDS, INSTRUCTIONS AND MANUALS RELATING TO THE OPERATION, INSPECTION, MAINTENANCE, SERVICING, REPAIR OR RE-BUILDING OF AIRCRAFT OR GROUND EQUIPMENT.

AIRCRAFT INCLUDES MISSILES AND SPACECRAFT.

"AIRCRAFT GROUNDING HAZARD" MEANS THE WITHDRAWAL FROM SERVICE OF ONE OR MORE AIRCRAFT OR GROUND EQUIPMENT BECAUSE OF ANY SUSPECTED OR KNOWN DEFECTS.

GROUND EQUIPMENT MEANS GROUND SUPPORT AND GROUND CONTROL EQUIPMENT.

X-39

This endorsement forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
13	RDX 417 00 92

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

Columbia Casualty Company

INSURANCE FROM CNA

12/8/80 df

Blank Endorsement
C-17013-A

Countersigned by _____
Authorized Agent

MARGRP CDA dm - 0593

LS 003333

CHUBB

CHUBB GROUP of Insurance Companies
100 William Street
New York, N Y 10038
3200 Wilshire Boulevard
Los Angeles, Calif. 90010

DECLARATIONS

EXCESS LIABILITY POLICY

Prior Number New

Producer Number 0-52002

Policy Number 7935-69-41

Item 1. Named Insured & Address
The Marmon Group, et al
39 South LaSalle Street
Chicago, Illinois 60603

Item 2. Producer's Name & Address
NBA Excess & Surplus Lines, Inc.
222 S. Riverside Plaza, Suite 2240
Chicago, Illinois 60606

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: August 31, 1980 To: February 1, 1982
(12:01 A.M. standard time at the address of the Named Insured)

Item 4. Premium $ 7,110. Premium Basis: Flat Charge
Rate: ---

Item 5. Limit of Liability
The Company's Liability, under this policy, shall not exceed the greater of the following amounts:

* A. 10 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:
U.S. Fire Ins. Co. & - $25,000,000.
First State Ins. Co.
8/31/80 - 2/1/82

other **UNDERLYING INSURANCE:**
Transit Ins. Co. & - $25,000,000.
Highlands Ins. Co.
8/31/80 - 2/1/82

Date September 16, 1980 ef

CHUBB CUSTOM MARKET, INC.
Robert Pellegrinelli
Authorized Representative

*Items 5A, B & C - 10% of $50,000,000. excess $50,000,000.

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

Lawrence O. Moran
President

Edward W. Allenghany
Secretary

FEDERAL INSURANCE COMPANY

Henry L. Harden
President

Henry A. Aulich
Secretary

CHUBB & SON INC., U.S. MANAGER of SUN INSURANCE OFFICE LIMITED

Form 07 02-290 (Ed. 8-76)

R-11504 (2M)

MARGRP CDA dm - 0594

LS 003334

CHUBB

ENDORSEMENT

Date Issued September 16, 1980 — Endorsement No. 2

Insured The Marmon Group, etal — Policy No. 7935-69-41

Name of Company Federal Insurance Company — Effective Date 8/31/80

Producer NBA Excess & Surplus Lines, 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.

CHUBB CUSTOM MARKET, INC.

All Other Terms and Conditions Remain Unchanged

Robert Pellegrinelli

Authorized Representative

Form 10-02-72 (Ed. 3-79)

PRINTED IN U.S.A.

MARGRP CDA dm - 0595

LS 003335

CHUBB

ENDORSEMENT

Date Issued September 16, 1980 | Endorsement No. 3

Insured The Marmon Group, et al | Policy No. 7935-69-41

Name of Company Federal Insurance Company | Effective Date 8/31/80

Producer NBA Excess & Surplus Lines, Inc.

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

This policy shall not apply to personal injury or property damage arising out of the products hazard relating to aircraft including missiles or spacecraft and any ground support or control equipment used therewith, and any article furnished by the insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, or tooling used for the manufacture thereof, including ground handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, engineering or other advice and services and labor relating to such aircraft or articles.

CHUBB CUSTOM MARKET, INC.

Robert Pellegrinelli

Authorized Representative

All Other Terms and Conditions Remain Unchanged

CHUBB

ENDORSEMENT

Date Issued November 10, 1980

Endorsement No. 4

Insured The Marmon Group, ETAL

Policy No. 7935-69-41

Name of Company Federal Insurance Company

Effective Date 8/31/80

Producer NBA Excess & Surplus Lines, Inc.

It is hereby agreed and understood that Item 6 First Underlying Insurance policy, located on the Policy Declaration is amended to read as follows:

Item 6. Schedule of UNDERLYING INSURANCE

First UNDERLYING INSURANCE policy:

International Insurance Co. - $25,000,000.
&
First State Ins. Co.
8-31-80 / 2-1-82

CHUBB CUSTOM MARKET, INC.

rw

All Other Terms and Conditions Remain Unchanged

Robert Pellegrinelli
Authorized Representative

STOCK COMPANY

FIRST STATE
INSURANCE COMPANY

WILMINGTON, DELAWARE

THE MARMON GROUP, ETAL
39 SOUTH LASALLE STREET
CHICAGO, ILLINOIS 60603

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

MARGRP CDA dm - 0598

LS 003338

No. 929740

NEW
Renewal of No.

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

THE MARMON GROUP, ETAL
39 SOUTH LASALLE STREET
CHICAGO, ILLINOIS 60603

Item 1. Policy Period: From August 31, 1980 To February 1, 1982

12:01 A.M., Standard Time at the address of the named Insured as stated herein.

Item 2. Premium: Advance Premium: $ 90,000.
Rate: FLAT CHARGE

Minimum Premium: $ 90,000.

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
$ 8-31-81	$ 37,980.	$ N/A

Item 3. Coverage: Excess Umbrella Liability

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.

See Attached 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.

Countersigned by: Ralph T. Palmieri

Date of Issue. October 16, 1980

WJG/ie
C-140

MARGRP CDA dm - 0599

LS 003339

ENDORSEMENT NO. 14

Name of Insured: MARMON GROUP, ET AL
Effective Date of this Endorsement: August 31, 1980
Policy 523 067709 of International Insurance Company
(number) (insurance company)

In consideration of the premium charged, it is agreed that wherever the wording "Self-Insured Retention" appears in the policy it is hereby amended to read "Retention".

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue March 26, 1981
WJG/ccb

Gordon Gehl
Authorized Representative

MARGRP CDA dm - 0600

LS 003340

"REVISED"

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:

INTERNATIONAL INSURANCE COMPANY POLICY NO. 523 067709

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) $ 10,000,000. ultimate net loss in respect of each occurrence, but

(b) $ 10,000,000. 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) $ 15,000,000. ultimate net loss in all in respect of each occurrence - subject to a limit of

(d) $ 15,000,000. 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".

ENDORSEMENT # 1

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.

This endorsement to take effect on the 31stday of August , 1980. All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 929740 of FIRST STATE INSURANCE COMPANY.

Issued to: MARMON GROUP, ETAL

C-47

ENDORSEMENT # 1

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.

This endorsement to take effect on the 31stday of August , 1980. All other items and conditions remain unchanged.

Attached to and forming part of Policy No. 929740 of FIRST STATE INSURANCE COMPANY.

Issued to: MARMON GROUP, ETAL

C-47

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:

INTERNATIONAL INSURANCE COMPANY POLICY NO. 523 067709

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) $ 15,000,000. ultimate net loss in respect of each occurrence, but

(b) $ 15,000,000. 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) $ 10,000,000. ultimate net loss in all in respect of each occurrence - subject to a limit of

(d) $ 10,000,000. 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 the 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 liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

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

MEMORANDUM OF INSURANCE

Assigned Pol. No. 929740

EFFECTED THROUGH

Renewal of NEW

The London Agency

INC.

P. O. BOX 4985

ATLANTA, GEORGIA 30302

(REVISED)

INSURANCE COMPANY: FIRST STATE INSURANCE COMPANY

NAME OF INSURED AND ADDRESS: THE MARMON GROUP, ETAL
39 South LaSalle Street
Chicago, Illinois 60603

POLICY PERIOD: From August 31, 1980 To February 1, 1982
(Both days at 12:01 AM, Standard Time, at Insured's Address shown above)

COVERAGE EXCESS UMBRELLA LIABILITY

$15,000,000. each occurrence and in the aggregate (where applicable) excess of $10,000,000. each occurrence and in the aggregate (where applicable) as provided by International Insurance Company Policy No. 523 067709.

Premium Computation

Premium Basis	Estimated Exposure	Rate	Estimated Premium
ADVANCE PREMIUM	$90,000.	MINIMUM PREMIUM	$90,000.
1st ANNIVERSARY PREMIUM	$37,980.		
2nd ANNIVERSARY PREMIUM	N/A		

It is expressly understood and agreed by the Assured by accepting this instrument that The London Agency, Inc. is not an Underwriter or Assurer hereunder and is not nor shall be in any way or to any extent liable for any loss or claim whatever.

Dated at Atlanta, Georgia, this 9 day of September , 1980

WJG/bep

THE LONDON AGENCY, INC.

By Frank Kinnett

Subject to all terms and conditions of the policy to be issued, which, when delivered, replaces this memorandum.

MARGRP CDA dm - 0606

LS 003346

MEMORANDUM OF INSURANCE

Assigned Pol. No. 929740

EFFECTED THROUGH

Renewal of NEW

The London Agency

INC.
P. O. BOX 4985
ATLANTA, GEORGIA 30302

INSURANCE COMPANY: First State Insurance Company

NAME OF INSURED AND ADDRESS: THE MARMON GROUP, ETAL
39 South LaSalle Street
Chicago, Illinois 60603

POLICY PERIOD: From August 31, 1980 To February 1, 1982
(Both days at 12:01 AM, Standard Time, at Insured's Address shown above)

COVERAGE EXCESS UMBRELLA LIABILITY

$15,000,000. each occurrence and in the aggregate (where applicable) excess of $10,000,000. each occurrence and in the aggregate (where applicable) as provided by International Insurance Company Policy No. 523 067709.

Premium Computation

Premium Basis	Estimated Exposure	Rate	Estimated Premium
ADVANCE PREMIUM	$90,000.	MINIMUM PREMIUM	$90,000.
1st ANNIVERSARY PREMIUM	$39,780.		
2nd ANNIVERSARY PREMIUM			

It is expressly understood and agreed by the Assured by accepting this instrument that The London Agency, Inc. is not an Underwriter or Assurer hereunder and is not nor shall be in any way or to any extent liable for any loss or claim whatever.

Dated at Atlanta, Georgia, this 27 day of August , 19 80

WJG/bep

THE LONDON AGENCY, INC.

By Frank Kinnock

Subject to all terms and conditions of the policy to be issued, which, when delivered, replaces this memorandum.

MARGRP CDA dm - 0607

LS 003347

SPECIAL RISK POLICY

Policy No. **SR NO.** 40606

Renewal of NEW

A STOCK COMPANY

Insured THE MARMON GROUP
PER UNDERLYING UMBRELLA POLICIES

Address 39 South LaSalle Street
Chicago, Illinois 60603

Policy Period August 31, 1980 (Inception (Mo. Day Yr.)) February 1, 1982 (Expiration (Mo. Day Yr.))

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

HIGHLANDS INSURANCE COMPANY

600 JEFFERSON STREET
HOUSTON, TEXAS 77002

Agent or Broker National Brokerage Agencies, Inc.

Office Address 222 South Riverside Plaza

Town & State Chicago, Illinois 60606

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

AMOUNT $ 10,000,000.00 part of **RATE** FLAT **PREMIUM** $21,330.00
$ 25,000,000.00 excess of
$ 25,000,000.00

COVERAGE HEREON: EXCESS UMBRELLA LIABILITY

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

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

Secretary

President

Countersigned at Chicago, Illinois

this 25th day of September 19 80

Robert D. O'Brien Jr. Agent.

mb

MARGRP CDA dm - 0608

LS 003348

ENDORSEMENT NO. 1

Effective at inception and in consideration of the premium charged, it is hereby understood and agreed that this Policy shall not apply to claims made against the Insured arising out of Asbestosis or any smilar condition caused by Asbestos.

Attached to and forming part of Policy No. SR 40606

Chicago, Illinois

HIGHLANDS INSURANCE COMPANY

BY Robert D. O'Brien, Jr.

MARGRP CDA dm - 0609

LS 003349

ENDORSEMENT NO. 2

Effective at inception and in consideration of the premium charged, it is hereby understood and agreed that this Policy excludes coverage arising out of Underground Mining Operations performed by or on behalf of the Named Insured.

Attached to and forming part of Policy No. SR 40606

Chicago, Illinois

HIGHLANDS INSURANCE COMPANY

BY Robert D. O'Brien, Jr.

MARGRP CDA dm - 0610

LS 003350

ENDORSEMENT NO. 3

AMENDMENT OF TERMINATION PROVISIONS

ILLINOIS

It is hereby agreed that the cancellation condition of the policy is deleted and replaced by the following:

CANCELLATION. The policy may be cancelled by the Named Insured by surrender thereof to the Company 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 Insured at the address shown in this policy or last known address written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. However, if the Company cancels the policy because the Insured has failed to pay a premium when due, this policy may be cancelled by the Company by mailing a written notice of cancellation to the Insured stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender of the effective date of the cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

If the Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected 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 to the Insured.

Attached to and forming part of Policy No. SR 40606

Chicago, Illinois

HIGHLANDS INSURANCE COMPANY

BY Robert D. O'Brien Jr.

MARGRP CDA dm - 0611

LS 003351

ENDORSEMENT NO. 170

EXCLUSION - PENSION REFORM ACT OF 1974

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

Attached to and forming a part of Policy No. SR 40606

HIGHLANDS INSURANCE COMPANY
HIGHLANDS UNDERWRITERS INSURANCE COMPANY

BY Robert D. O'Brien, Jr.

MARGRP CDA dm - 0612

LS 003352

EXCESS UMBRELLA POLICY

INSURING AGREEMENTS

I. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

(a) imposed upon the Insured by law, or
(b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured while acting in his capacity as such,

for damages, direct or consequential and expenses on account of: -

(i) Personal injuries, including death at any time resulting therefrom,
(ii) Property Damage,
(iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies (hereinafter called the "Underlying Umbrella Insurers").

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 prior to the happening of an occurrence for which claim is made hereunder.

I. 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.	$25,000,000.00	ultimate net loss in respect of each occurrence, but
	$25,000,000.00	in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

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

B.	$10,000,000.00 part of $25,000,000.00	ultimate net loss in all in respect of each occurrence - subject to a limit of
	$10,000,000.00 part of $25,000,000.00	in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

MARGRP CDA dm - 0613

LS 003353

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 II B shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance. Subject to the foregoing and to all the 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 liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -
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. Failure of the Named Insured to comply with the foregoing shall not invalidate this Policy but in the event of such failures, the Company shall only be liable to the same extent as they would have been had the Named Insured complied with the said condition.

3. CANCELLATION -
This Policy may be cancelled by the Named Insured or by the Company 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 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 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 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, Cullen Center Bank Building, Houston, Texas, as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE -
If other valid and collectible insurance with any other Insurer is available to the Insured covering a loss also covered by this Policy, other than Insurance that is in excess of the insurance afforded by this Policy, the Insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ATTACHED TO AND FORMING PART OF POLICY NO. SR 40606

BY: Robert D. O'Brien, Jr.

MARGRP CDA dm - 0614

Declarations

THE DEFENDER

Commercial Comprehensive Catastrophe Liability Policy

POLICY NUMBER
523 067709 6

DATE ISSUED September 22, 1980	**RENEWAL OR REPLACEMENT OF** NEW

Item 1. NAMED INSURED & ADDRESS
MARMON GROUP, ETAL (SEE ENDORSEMENT NO.1)
39 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60603

2. POLICY PERIOD: POLICY COVERS FROM AUGUST 31, 1980 TO FEBRUARY 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 Office Address Town, State & Zip: THE LONDON AGCY., INC.
1230 W. PEACHTREE ST., N.W.
ATLANTA, GA. 30309
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	$ SEE ENDORSEMENT #2

5. PREMIUM IS PAYABLE

$ 260,000.00 in advance adjustable at a rate of _____ per FLAT CHARGE
annual exposure estimated at: _____

$ 369,720.00 TERM ~~XXXXXX~~ minimum premium

WJG/ps

POLICY JACKET, FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION:

L-4021J (8-78)
LA-MI 450 (2-80)
ENDORSEMENT #1
LA-MISP (9-80)-2
LA-MISP (9-80)-3
LA-MISP (9-80)-4
LA-MISP (9-80)5
FM 209 (10-78)-6
FM 209 (10-78)-7
FM 396 (11-78)
FM 387 (3-77)
FM 418 (2-79)
LA-MISP (9-80)
FM 215 (6-78)

Countersigned by Gordon Fuhl
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.

This schedule effective AUGUST 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

SCHEDULE A — SCHEDULE OF UNDERLYING INSURANCE

UNDERLYING POLICIES	APPLICABLE LIMITS	INSURER
(1) Workmen's Compensation & Employers' Liability	Coverage B $ 500,000.00/Accident	Ranger Insurance Company
(2) Workmen's Compensation & Employers' Liability (California)	Coverage B $ 500,000.00/Accident	Ranger Insurance Company
(3) Automobile Liability	$1,000,000.00 Combined Single Limit	Ranger Insurance Company
(4) Automobile Liability (Massachusetts)	B.I. $1,000,000.00/Person $1,000,000.00/Occurrence P.D. $1,000,000.00/Occurrence	Ranger Insurance Company
(5) Automobile Liability (Canada)	$1,000,000.00 Combined Single Limit	Royal Insurance Compan
(6) Aircraft Liability Non-owned	$20,000,000.00/Occurrence	INA
(7) Foreign Liability Including Exports	$1,000,000.00 Combined Single Limit	Granite State Insuranc Company
(8) Specific Excess Workers' Compensation	Coverage B $ 500,000.00/Occurrence XS $300,000.00/Occurrence	Employers Reinsurance
(9) Automobile Liability for Chicago Mill & Lumber & Helena Southwester RR Co.	B.I. $500,000.00/Person $500,000.00/Accident P.D. $500,000.00/Accident	Home Insurance Company

LA-MI 450 (2-80)

S-2

MARGRP CDA dm - 0616

LS 003356

This schedule effective August 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

SCHEDULE A — SCHEDULE OF UNDERLYING INSURANCE

	UNDERLYING POLICIES	APPLICABLE LIMITS	INSURER
(10)	Workmen's Compensation for Chicago Mill and Lumber	Coverage B $ 500,000.00/Accident	Employers of Wausau
(11)	Comprehensive General Liability	B.I. & P.D. Liability $ 500,000.00/Occurrence $ 500,000.00/Aggregate	Old Republic Insuranc Company
(12)	Comprehensive General Liability for James M. Stott Coal Company	B.I. & P.D. Liability $ 500,000.00/Occurrence $ 500,000.00/Aggregate	Old Republic Insuranc Company
(13)	Comprehensive General Liability for G.M. & W. Coal Co.	B.I. & P.D. Liability $ 500,000.00/Occurrence $ 500,000.00/Aggregate	Old Republic Insuranc Company
(14)	Comprehensive General Liability for Calvert Coal, Inc. and Subsidiaries	B.I. & P.D. Liability $ 500,000.00/Occurrence $ 500,000.00/Aggregate	Old Republic Insuranc Company
(15)	Automobile Liability for Fetterolf Coal and Construction, Inc. and Subsidiaries	B.I. & P.D. Liability $ 500,000.00/Accident	Old Republic Insuranc Company
(16)	Automobile Liability for G.M. & W. Coal Company	B.I. & P.D. Liability $ 500,000.00/Accident	Old Republic Insuranc Company
(17)	Automobile Liability for James M. Stott Coal Company	B.I. & P.D. Liability $ 500,000.00/Accident	Old Republic Insuranc Company

LA-MI 450 (2-80)

S-2

MARGRP CDA dm - 0617

LS 003357

This schedule effective August 31, 1980
forms part of policy number 523 067709
issued to *MARMON GROUP, ETAL*
By International Insurance Company

SCHEDULE A — SCHEDULE OF UNDERLYING INSURANCE

	UNDERLYING POLICIES	APPLICABLE LIMITS	INSURER
(18)	Automobile Liability for Calvert Coal, Inc. and Subsidiaries	B.I. & P.D. Liability $ 500,000.00/Accident	Old Republic Insuran Company
(19)	Standard Workmen's Compensation and Employers' Liability for Fetterolf Coal and Construction, Inc. and Subsidiaries, James M. Stott Coal Company, G.M. & W. Coal Co., and Calvert Coal, Inc. and Subsidiaries	Coverage B $ 500,000.00 One Accident	Motorists Beneficial Insurance Company
(20)	Workers' Compensation and Employers' Liability for Wells Lamont Corporation, A Division of Marmon Company	Coverage B-Employers' Liability $ 100,000.00 one accident	Liberty Mutual Fire Insurance Company
(21)	Workmen's Compensation and Employers' Liability for Wells Lamont Corporation A Division of Marmon Company - MA	Coverage B-Employers' Liability $ 100,000.00/accident	Liberty Mutual Insurance Company
(22)	Workers' Compensation and Employers' Liability for Wells Lamont Corporation A Division of Marmon Company - CA	Coverage B-Employers' Liability $ 500,000.00 one accident	Liberty Mutual Fire Insurance Company

LA-MI 450 (2-80)

S-2

MARGRP CDA dm - 0618

LS 003358

This schedule effective August 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

SCHEDULE A -- SCHEDULE OF UNDERLYING INSURANCE

UNDERLYING POLICIES	APPLICABLE LIMITS	INSURER
(23) Workmen's Compensation and Employers' Liability for Mid West Tanning Co.	Coverage B - Employers' $ 100,000.00 one accident	Liberty Mutual Insurance Company
(24) Standard Workers' Compensation & Employers' Liability for Altamil Corp.	Coverage B - Employers' Liability $ 500,000.00 one accident	Ranger Insurance Company
(25) Standard Workers' and Employers' Liability (California) for Altamil Corp.	Coverage B - Employers' $ 500,000.00 one accident	Ranger Insurance Company
(26) Automobile Liability for Altamil Corp.	Combined Single Limit B.I. & P.D. - $1,000,000.00	Ranger Insurance Company
(27) Automobile Liability (Massachusetts) for Altamil Corp.	B.I.-$1,000,000.00/Per Person $1,000,000.00/Occurrence P.D.-$1,000,000.00/Occurrence	Ranger Insurance Company
(28) Watercraft P&I F.L.H.W.A. & Jones Act for Chicago Mill and Lumber Company	$1,000,000.00 $900,000.00 excess of	The Continental Insurance Company
(29) Excess W. C.	Retention of $300,000.00/Occurrence $5,000,000.00/Occurrence Excess	Employers Re.
(30) Aircraft Liability 1967 Beach Queen Air	$50,000,000.00/CSL	Shelby Mut'l
(31) Aircraft Liability 1978 Learjet 35A	$50,000,000.00/CSL	USAIG
(32) Aircraft Liability 1973 Beach King Air 1969 Fairchild Hiller 1100	$50,000,000.00/CSL	USAIG

LS 003359

MARGRP CDA dm - 0619

This schedule effective September 4, 1981
forms part of policy number 523 067709
issued to MARMON GROUP, ET AL.
By International Insurance Company

SCHEDULE A -- SCHEDULE OF UNDERLYING INSURANCE
REVISED

UNDERLYING POLICIES	APPLICABLE LIMITS	INSURER
(1) Workmen's Compensation & Employers' Liability	Coverage B $ 500,000.00/Accident	Ranger Insurance Company
(2) Workmen's Compensation & Employers' Liability (California)	Coverage B $ 500,000.00/Accident	Ranger Insurance Company
(3) Automobile Liability	$ 1,000,000.00 Combined Single Limit	Ranger Insurance Company
(4) Automobile Liability (Massachusetts)	B.I. $1,000,000.00/Person $1,000,000.00/Occurrence P.D. $1,000,000.00/Occurrence	Ranger Insurance Company
(5) Automobile Liability (Canada)	$ 1,000,000.00 Combined Single Limit	Royal Insurance Company
(6) Aircraft Liability Non-owned	$20,000,000.00/Occurrence	INA
(7) Foreign Liability Including Exports	$ 1,000,000.00 Combined Single Limit	Granite State Insurance Company
(8) Specific Excess Workers' Compensation	Coverage B $ 500,000.00/Occurrence XS $300,000.00/Occurrence	Employers Reinsurance
(9) Automobile Liability for Chicago Mill & Lumber & Helena Southwester RR Co.	B.I. $500,000.00/Person $500,000.00/Accident P.D. $500,000.00/Accident	Home Insurance Company

LA - MI 450 (2-80)

S-2

MARGRP CDA dm - 0620

LS 003360

This schedule effective September 4, 1981
forms part of policy number 523 067709
issued to MARMON GROUP, ET AL.
By International Insurance Company

SCHEDULE A -- SCHEDULE OF UNDERLYING INSURANCE
REVISED

UNDERLYING POLICIES		APPLICABLE LIMITS	INSURER
(10)	Workmen's Compensation for Chicago Mill and Lumber	Coverage B $ 500,000.00/Accident	Employers of Wausau
(11)	Comprehensive General Liability	B.I. & P.D. Liability $ 500,000.00/Occurrence $ 500,000.00/Aggregate	Old Republic Insurance Company
(12)	Comprehensive General Liability for James M. Stott Coal Company	B.I. & P.D. Liability $ 500,000.00/Occurrence $ 500,000.00/Aggregate	Old Republic Insurance Company
(13)	Comprehensive General Liability for G.M. & W. Coal Co.	B.I. & P.D. Liability $ 500,000.00/Occurrence $ 500,000.00/Aggregate	Old Republic Insurance Company
(14)	Comprehensive General Liability for Calvert Coal, Inc. and Subsidiaries	B.I. & P.D. Liability $ 500,000.00/Occurrence $ 500,000.00/Aggregate	Old Republic Insurance Company
(15)	Automobile Liability for Fetterolf Coal and Construction, Inc. and Subsidiaries	B.I. & P.D. Liability $ 500,000.00/Accident	Old Republic Insurance Company
(16)	Automobile Liability for G.M. & W. Coal Company	B.I. & P.D. Liability $ 500,000.00/Accident	Old Republic Insurance Company
(17)	Automobile Liability for James M. Stott Coal Company	B.I. & P.D. Liability $ 500,000.00/Accident	Old Republic Insurance Company

LA - MI 450 (2-80)

MARGRP CDA dm - 0621

LS 003361

This schedule effective September 4, 1981
forms part of policy number 523 067709
issued to MARMON GROUP, ET AL.
By International Insurance Company

SCHEDULE A -- SCHEDULE OF UNDERLYING INSURANCE
REVISED

UNDERLYING POLICIES	APPLICABLE LIMITS	INSURER
(18) Automobile Liability for Calvert Coal, Inc. and Subsidiaries	B.I. & P.D. Liability $ 500,000.00/Accident	Old Republic Insurance Company
(19) Standard Workmen's Compensation and Employers' Liability for Fetterolf Coal and Construction, Inc. and Subsidiaries, James M. Stott Coal Company, G.M. & W. Coal Co., and Calvert Coal, Inc. and Subsidiaries	Coverage B $ 500,000.00 One Accident	Motorists Beneficial Insurance Company
(20) Workers' Compensation and Employers' Liability for Wells Lamont Corporation, A Division of Marmon Company	Coverage B--Employers' Liability $ 100,000.00 One Accident	Liberty Mutual Fire Insurance Company
(21) Workers' Compensation and Employers' Liability for Wells Lamont Corporation, A Division of Marmon Company--MA	Coverage B--Employers' Liability $ 100,000.00/Accident	Liberty Mutual Insurance Company
(22) Workers' Compensation and Employers' Liability for Wells Lamont Corporation A Division of Marmon Company--CA	Coverage B--Employers' $ 500,000.00 One Accident	Liberty Mutual Fire Insurance Company

This schedule effective September 4, 1981
forms part of policy number 523 067709
issued to MARMON GROUP, ET AL.
By International Insurance Company

SCHEDULE A -- SCHEDULE OF UNDERLYING INSURANCE
REVISED

	UNDERLYING POLICIES	APPLICABLE LIMITS	INSURER
(23)	Workers' Compensation and Employers' Liability for Mid West Tanning Co.	Coverage B--Employers' $ 100,000.00 One Accident	Liberty Mutual Insurance Company
(24)	Standard Workers' Compensation & Employers' Liability for Altamil Corp.	Coverage B--Employers' Liability $ 500,000.00 One Accident	Ranger Insurance Company
(25)	Standard Workers' and Employers' Liability (California) for Altamil Corp.	Coverage B--Employers' $ 500,000.00 One Accident	Ranger Insurance Company
(26)	Automobile Liability for Altamil Corp.	Combined Single Limit B.I. & P.D.--$1,000,000.00	Ranger Insurance Company
(27)	Automobile Liability (Massachusetts) for Altamil Corp.	B.I. $1,000,000.00/Person $1,000,000.00/Occurrence P.D. $1,000,000.00/Occurrence	Ranger Insurance Company
(28)	Watercraft P & I F.L.H.W.A. & Jones Act for Chicago Mill and Lumber Company	$1,000,000.00 $ 900,000.00 excess of	The Continental Insurance Company
(29)	Excess W.C.	Retention of $ 300,000.00/Occurrence $5,000,000.00/Occurrence Excess	Employers Re.

LA - MI 450 (2-80)

S-2

MARGRP CDA dm - 0623

LS 003363

This schedule effective September 4, 1981
forms part of policy number 523 067709
issued to MARMON GROUP, ET AL.
By International Insurance Company

SCHEDULE A -- SCHEDULE OF UNDERLYING INSURANCE
REVISED

UNDERLYING POLICIES	APPLICABLE LIMITS	INSURER
(30) Aircraft Liability 1967 Beech Queen Air	$50,000,000.00/CSL	Shelby Mutual
(31) Aircraft Liability 1978 Learjet 35A	$50,000,000.00/CSL	USAIG
(32) Aircraft Liability 1973 Beech King Air 1969 Fairchild Hiller 1100	$50,000,000.00/CSL	USAIG
(33) Charters Legal Liability including Cargo Legal Liability	$ 2,000,000.00 Each Occurrence	MOAC

LA - MI 450 (2-80)

S-2

WJG/jpm
November 2, 1981

MARGRP CDA dm - 0624

LS 003364

This endorsement effective August 31, 1980
forms part of policy number 523 067709
issued to THE MARMON GROUP, INC., ET AL
By International Insurance Company

In consideration of the premium charged, it is agreed that Item 1, Named Insured, is completed to read as follows:

> The Marmon Group, Inc., Marmon Industries, Inc., The Colson Group, Inc., GL Corporation and all divisions, subsidiaries and companies over which Named Insured asserts financial and/or operative control as now or hereinafter constituted.

It is further agreed that the following is excluded from coverage:

> Trans Union Corporation and its divisions and subsidiaries.

All other terms and conditions of this policy remain unchanged.

Endorsement No. 1 REVISED
FM.101.0.229(12-77)
WJG/ccb

Authorized Representative

MARGRP CDA dm - 0625

LS 003365

This endorsement effective AUGUST 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

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

1. THE MARMON GROUP, INC.
2. MARMON INDUSTRIES, INC.
3. ALTAMIL CORPORATION
   a) AMERICAN BOX COMPANY
   b) FONTAINE TRUCK EQUIPMENT COMPANY
   c) ALUMINUM FORGE COMPANY

4. ALL DIVISIONS, SUBSIDIARIES AND AFFILIATED COMPANIES OVER WHICH THE NAMED INSURED ASSERTS FINANCIAL AND/OR OPERATIVE CONTROL, EXCLUDING THE FOLLOWING:

   a) FETTEROLF COAL & CONSTRUCTION, INC.
   b) M. F. FETTEROLF COAL CO., INC.
   c) M. F. LAND COMPANY, INC.
   d) CERRO MINING COMPANY OF CANADA LIMITED
   e) G.M. & W. COAL CO.
   f) JAMES M. STOTT COAL CO.
   g) PENN POCAHANTAS COAL CO.
   h) CALVERT COAL COMPANY
   i) THE HOUSING GROUP

5. AMERICAN SAFETY EQUIPMENT
6. CERRO MARMON COAL GROUP AND ALL SUBSIDIARIES ON FILE WITH THE UNDERWRITERS
7. MACHINE PARTS CORPORATION
8. PORTLAND GROVE COMPANY
9. KEYSTONE PIPE & SUPPLY CO.
10. WERNER DIE & STAMPING CO.
11. MIDWEST TANNING
12. CHICAGO MILL & LUMBER CO.
13. PICKROSE LIMITED
14. TAMARAC UTILITIES, INC.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Endorsement #1

MARGRP CDA dm - 0626

LS 003366

This endorsement effective August 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ET AL
By International Insurance Company

It is agreed that Item 4(C) of the Declarations, Self-Insured Retention, is completed to reas as follows:

(C) Self-Insured Retention

$1,000,000.00 Each Occurrence-Excluding allocated loss adjustment expense

$5,688,000.00 Policy Term Aggregate-Excluding allocated loss adjustment expense

Allocated loss adjustment expense is defined as the actual payments for legal expenses, including attorney's fees, court costs, expense for expert testimony, examinations, x-rays, autopsy or medical expensed of any kind not incurred for the benefit of the claimants.

All other terms and conditions of this policy remain unchanged.

Endorsement No. 2 REVISED
FM.101.0.229(12-77)
WJG/ccb

Authorized Representative

MARGRP CDA dm - 0627

This endorsement effective August 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

It is agreed that Item 4(C) of the Declarations, Self-Insured Retention, is completed to read as follows:

(C) Self-Insured Retention

$1,000,000.00 Each Occurrence- Excluding allocated loss adjustment expense

$5,688,000.00 Policy Term Aggregate

Allocated loss adjustment expense is defined as the actual payments for legal expenses, including attorney's fees, court costs, expense for expert testimony, examinations, x-rays, autopsy or medical expenses of any kind not incurred for the benefit of the claimants.

All other terms and conditions of this policy remain unchanged.

Endorsement No. 2
FM.101.0.229(12-77)

Authorized Representative

LA-MISP(9-80)

MARGRP CDA dm - 0628

LS 003368

This endorsement effective August 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

It is agreed that Item I, Coverage, of the Insuring Agreements is amended in part to read as follows:

> The Company agrees to indemnify the insured the ultimate net loss in excess of the retained limit hereinafter stated, . . .

All other terms and conditions of this policy remain unchanged.

Endorsement No. 3
FM.101.0.229(12-77)
LA-MISP9 (-80)

Gordon Suhl
Authorized Representative

LS 003369

MARGRP CDA dm - 0629

This endorsement effective AUGUST 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

It is agreed that Insuring Agreement II, Defense Settlement, is eliminated and replaced as follows:

II. Retained Limit - Defense

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:

1. The Insured shall have the obligation to provide at his own expense adequate defense and investigation of any claim and to accept any reasonable offer of settlement within the Retained Limit and in event of failure of the Insured to comply with this clause, no loss, cost or expense shall be payable by the Company

2. In the event of a claim or claims arising which appear likely to exceed the Retained Limit, no costs, other than loss adjusting expenses, shall be incurred by the Insured without the written consent of the Company.

3. In the event of any settlement or judgement in excess of the retained limit, such payment being first agreed upon by both the Insured and the Company, the Insured and the Company agree to prorate all legal and defense costs and expenses according to the amount of settlement or payment of each.

4. The Company shall have the right in all cases, at its own expense, to assume charge of the defense and/or settlement of a claim and, upon written request from the Company, the Insured shall tender such portion of the Retained Limit as the Company may deem necessary to complete the settlement of such claim.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Endorsement #4

MARGRP CDA dm - 0630

LS 003370

This endorsement effective AUGUST 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

5. The Insured shall at all times

   (a) Give to the Company or their duly appointed representatives such information, assistance and signed statements as the Company may require, and

   (b) Assist in the defense of any claim without charge to the Company

6. Permission to Insure. The Named Insured may procure insurance for all or any part of the Retained Limit, however, the existence of any such insurance shall not relieve the Named Insured of any of the duties or obligations contained in this endorsement unless specifically agreed by the Company and endorsed hereon.

It is agreed that Insuring Agreement V, Retained Limit - Limit of Liability is amended to read as follows:

V. Retained Limit - Limit of Liability

With respect to Coverage 1(a), 1(b), or 1(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 underlying 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.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

LS 003371

MARGRP CDA dm - 0631

This endorsement effective August 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

In the event of the reduction of the aggregate limits of liability of the underlying policies listed in Schedule A or the annual aggregate retained limit as stated in Item 4(C) of the Declarations by reason of losses paid thereunder, this policy, subject to the above limitations, in the event of reduction, shall pay the excess of the reduced underlying limits.

It is agreed that Condition D, Notice of Occurrence, is amended to include the following conditions:

1. During the currency of this insurance and for such additional period(s) as may be required by the Company the Named Insured shall provide the Company quarterly reports of all claims or incidents occurring within the Self-Insured Retention including a description of each claim and amounts paid and/or reserved. Each report is to be submitted within twenty (20) days following the end of each quarterly period.

2. In addition the Insured shall give immediate notice to the Company of any claim reasonably likely to exceed $250,000.

All other terms and conditions of this policy remain unchanged.

Endorsement No. 4
FM.101.0.229(12-77)

Authorized Representative

MARGRP CDA cm - 0632

LS 003372

This endorsement effective August 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

It is agreed that Condition N of the Insuring Agreements, Cancellation, is amended in part to read as follows:

> ". . . 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 sixty (60) days thereafter, such cancellation shall be effective. . . ."

All other terms and conditions of this policy remain unchanged.

Endorsement No. 5
FM.101.0.229(12-77)

Authorized Representative

MARGRP CDA dm - 0633

LS 003373

This endorsement effective August 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

DAMAGE TO PERSONAL PROPERTY EXCLUSION

This policy does not apply to injury to, destruction of or loss of use of personal property in the care, custody or control of the insured, or which the insured is, for any purpose, exercising physical control.

For the purpose of this endorsement, personal property shall mean all property other than real property.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Endorsement No. 6
FM.101.0.209 (10-78)

D-1

MARGRP CDA dm - 0634

LS 003374

This endorsement effective August 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

DAMAGE TO REAL PROPERTY EXCLUSION

This policy does not apply to injury to, destruction of or loss of use of real property leased, rented to, occupied or managed by the insured.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Endorsement No. 7
FM.101.0.209 (10-78)

D-3

MARGRP CDA dm - 0635

LS 003375

This endorsement effective August 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

ARCHITECTS, ENGINEERS OR
LAND SURVEYORS ENDORSEMENT

EXCLUSION OF PROFESSIONAL LIABILITY

This policy does not apply to liability arising out of the rendering of, or the failure to render any architectural, professional engineering or land survey service performed for others by or on behalf of the insured, including:

(a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and

(b) supervisory, inspection or engineering services.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Endorsement No. 8
FM.101.0.396 (11-78)

MARGRP CDA dm - 0636

LS 003376

This endorsement effective August 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

AIRCRAFT LIABILITY ENDORSEMENT

If coverage is provided to the insured in the underlying insurance listed below, Coverage 1(a) and 1(b) of this policy applies to liability arising out of the ownership, maintenance, operation, use, loading, or unloading of any aircraft.

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

Underlying Policy	Insurer	
SEE SCHEDULE A	SEE SCHEDULE A	
Limits of Liability		
Bodily Injury Excluding Passengers	$ SEE SCHEDULE A	Each Person
	$ SEE SCHEDULE A	Each Occurrence
Passenger Bodily Injury Liability	$ SEE SCHEDULE A	Each Person
	$ SEE SCHEDULE A	Each Occurrence
Property Damage	$ SEE SCHEDULE A	Each Occurrence
Single Limit Bodily Injury and Property Damage	$ SEE SCHEDULE A	Each Occurrence
( ) Including Passenger Bodily Injury		
( ) Excluding Passenger Bodily Injury		

This policy does not apply to any voluntary coverage such as, but not limited to, admitted liability, as may be provided in the underlying insurance.

Endorsement No. 9
FM.101.0.387 (3-77/LA2-80)

A-10

MARGRP CDA dm - 0637

LS 003377

This policy does not apply to damage to or loss of use of any aircraft in the care, custody, or control of the insured or as to which the insured is exercising physical control.

This policy does not apply to any liability arising out of the ownership, maintenance, operation, use, loading, or unloading of any aircraft if coverage is not provided to the insured in the underlying insurance listed above.

All other terms and conditions of this policy remain unchanged.

Gordon Ewl
Authorized Representative

Endorsement No. 9
FM.101.0.387 (3-77/LA2-80)

A-10

MARGRP CDA dm - 0638

LS 003378

This endorsement effective August 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

FOREIGN EXPOSURE COVERAGE
LIMITATION ENDORSEMENT

Insuring Agreement IV Policy Period, Territory is hereby deleted and replaced by the following:

Insuring Agreement IV
Policy Period, Territory

This policy applies to occurrences happening within the United States, its territories, possessions or Canada during the Policy Period.

Coverage for claims arising out of occurrences happening outside the United States, its territories, possessions or Canada during the Policy Period is limited in this policy to the coverage provided to the insured in primary policies listed in Schedule A, attached to this policy. Coverage for occurrences happening outside the United States, its territories, possessions or Canada is excluded from this policy if coverage is not provided by such policies.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Endorsement No. 10
FM.101.0.418 (2-79)

MARGRP CDA dm - 0639

LS 003379

This endorsement effective August 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

NON-CONCURRENCY ENDORSEMENT

It is agreed that condition O. Maintenance of Underlying Insurance is amended to read as follows:

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 the policy period of such underlying policies. In the event of failure by the insured so to maintain such policies in force or to meet all conditions and warranties subsequent to loss under such policies, the insurance afforded by this policy shall apply in the same manner it would have applied had such policies been so maintained in force. Notice of exhaustion of underlying insurance shall be given the Company within 30 days of such exhaustion.

All other terms and conditions of this policy remain unchanged.

Endorsement No. 11
FM.101.0.229(12-77)
LA-MISP(9-80)

Authorized Representative

MARGRP CDA dm - 0640

LS 003380

This endorsement effective August 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

ILLINOIS AMENDATORY ENDORSEMENT

WITH RESPECT TO OPERATIONS OF THE NAMED INSURED IN THE STATE OF ILLINOIS, INSURING AGREEMENT III DEFINITION OF "NAMED INSURED" IS AMENDED TO READ AS FOLLOWS:

> "NAMED INSURED," WHEREVER USED, INCLUDES ANY SUBSIDIARY COMPANY (INCLUDING SUBSIDIARIES THEREOF) OF THE NAMED INSURED AND ANY OTHER ENTITY COMING UNDER THE NAMED INSURED'S CONTROL, PROVIDED THAT THE NAMED INSURED HAS NO LESS THAN FIFTY-ONE PERCENT (51%) FINANCIAL CONTROL OF SUCH ENTITY.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

Endorsement No. 12
FM.101.0.215 (6-78)

I-1

MARGRP CDA dm - 0641

LS 003381

This endorsement effective August 31, 1980
forms part of policy number 523 067709
issued to MARMON GROUP, ETAL
By International Insurance Company

In consideration of the premium charged, it is agreed that such insurance as is afforded by this policy shall not apply to any liability imposed upon the Insured arising out of ASBESTOSIS.

All other terms and conditions of this policy remain unchanged.

Endorsement No. 13
FM.101.0.229(12-77)
WJG/kml
November 26, 1980

Gordon Tuttle
Authorized Representative

MARGRP CDA dm - 0642

LS 003382

ENDORSEMENT NO. 14

Name of Insured: MARMON GROUP, ET AL
Effective Date of this Endorsement: August 31, 1980
Policy 523 067709 (number) of International Insurance Company (insurance company)

In consideration of the premium charged, it is agreed that wherever the wording "Self-Insured Retention" appears in the policy it is hereby amended to read "Retention".

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue March 26, 1981
WJG/ccb

Gordon Gehl
Authorized Representative

MARGRP CDA dm - 0643

LS 003383

ENDORSEMENT NO. 15

Name of Insured: MARMON GROUP, ETAL
Effective Date of this Endorsement: August 31, 1980
Policy 523 067709 of International Insurance Company
(number) (insurance company)

In consideration of the premium charged, it is agreed that no coverage is afforded under this policy for loss arising out of pneumoconiosis, black lung, or similar disease, whether or not arising out of the course of employment of any Insured.

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue March 26, 1981
WJG/ccb

Authorized Representative

MARGRP CDA dm - 0644

LS 003384

This endorsement effective May 1, 1981
forms part of policy number 523 067709
issued to THE MARMON GROUP, INC., ET AL
By International Insurance Company

In consideration of the premium charged, it is agreed that the following entities are included in coverage only as respects the non-owned aircraft liability as specified in Schedule A, Schedule of Underlying Insurance:

Trans Union Corporation and its divisions and subsidiaries and H. G. Inc.

All other terms and conditions of this policy remain unchanged.

Endorsement No. 16 REVISED
FM.101.0.229(12-77)

Authorized Representative

MARGRP CDA dm - 0645

LS 003385

This endorsement effective May 1, 1981
forms part of policy number 523 067709
issued to THE MARMON GROUP, INC., ET AL
By International Insurance Company

In consideration of the premium charged, it is agreed that the following entity is included in coverage only as respects the non-owned aircraft liability as specified in Schedule A, Schedule of Underlying Insurance:

Trans Union Corporation and its divisions and subsidiaries.

All other terms and conditions of this policy remain unchanged.

Endorsement No. 16
FM.101.0.229(12-77)
WJG/ccb
May 18, 1981

Authorized Representative

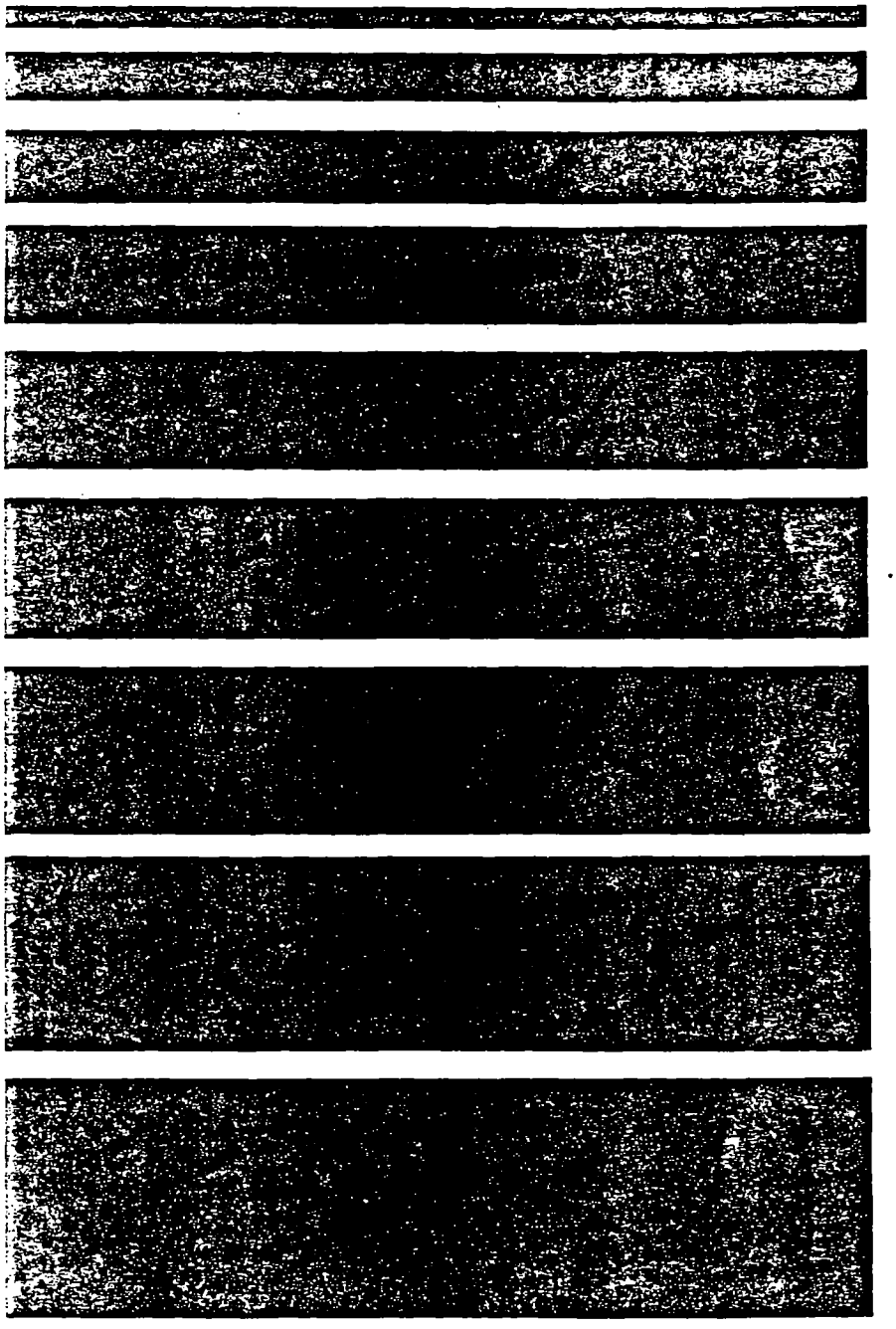
MARGRP CDA dm - 0646

LS 003386

THE DEFENDER

Commercial Comprehensive Catastrophe Liability Policy

CRUM & FORSTER INSURANCE COMPANIES



MARGRP CDA dm - 0647

LS 003387

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.

CRUM & FORSTER INSURANCE COMPANIES

MARGRP CDA dm - 0648

LS 003388

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

LS 003389

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;

MARGRP CDA dm - 0649

(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.

LS 003390

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.

LS 003391

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 thereof 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:

LS 003392

Any interest (including the insu. 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 compu. 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

MARGRP CDA dm - 0653

LS 003393

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.

MARGRP CDA dm - 0654

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Declarations

Renewal of No. 63 005 974 — 63 007 097 Policy Number

Item 1. Named Insured: The Marmon Group, Inc.

Item 2. Address: 39 South LaSalle Street
Chicago, Illinois 60603

Item 3. Policy Period: From: August 31, 1980 To: February 1, 1982
12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 4. Coverage: Excess Umbrella Liability

Item 5. Limits of Liability: $10,000,000 any one occurrence and in the aggregate part of $50,000,000 any one occurrence and in the aggregate (where applicable) excess of $50,000,000 any one occurrence and in the aggregate (where applicable) excess of primary.

Item 6. Premium: Advance: $14,220.00 Annual Minimum: $14,220.00
Rate: Flat

If the Policy Period is more than one year and the premium is to be paid in installments, Premium is payable on:

Not applicable	Not applicable	Not applicable
Effective Date	1st Anniversary	2nd Anniversary

In the event of cancellation by the Named Insured, NORTHBROOK shall receive and retain not less than as the policy minimum premium.

RU 72-2 (jacket)
Countersignature Date September 11, 19 80

Jerome O. Crowley
Authorized Representative

ml

RU9-3

MARGRP CDA dm - 0655

LS 003395

NORTHBROOK EXCE. AND SURPLUS INSURANCE COMPANY

If you have a question or complaint about your insurance you can contact us at:

Northbrook Excess and Surplus Insurance Company
100 Allstate Plaza South
Northbrook, IL 60062

Also, the Illinois Department of Insurance maintains a Consumer Services Section. They can be reached at:

Illinois Department of Insurance
Consumer Services Section
215 E. Monroe
Springfield, IL 62767

RU113-1

MARGRP CDA dm - 0656

LS 003396

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

A Stock Insurance Company, Herein called **NORTHBROOK**

Excess Umbrella Coverage

63 007 097
Policy Number

I. Coverage

NORTHBROOK 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 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 Insurers*".

UNDERLYING UMBRELLA INSURERS, POLICY NUMBER AND LIMITS:

United States Fire Insurance Company #TBA and First State Insurance Company #TBA.

$25,000,000 any one occurrence and in the aggregate (where applicable) excess of primary.

Various other carriers and policy numbers as on file with the company #TBA.

$25,000,000 any one occurrence and in the aggregate (where applicable) excess of
$25,000,000 any one occurrence and in the aggregate (where applicable) excess of primary.

II. Limit of Liability — Underlying Limits

It is expressly agreed that liability shall attach to **NORTHBROOK** 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) $ 50,000,000 ultimate net loss in respect of each occurrence, or

(b) $ 50,000,000 in the aggregate for each annual period during the currency of this policy

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

(c) $10,000,000 part of $50,000,000 ultimate net loss in all in respect of each occurrence — subject to a limit of

(d) $10,000,000 part of $50,000,000 in the aggregate where applicable for each annual period during the currency of this policy.

III. Definitions

A. "**Named Insured**" means the person or organization named in Item 1 of the Declarations and as stated in the Underlying Umbrella Policies.

B. "**Insured**" *means any other person or organization if included as an Insured under the provisions of the Underlying Umbrella Policies and* then only for the same coverage, except limits of liability, afforded under such Underlying Umbrella Policies.

IV. Conditions

A. **Prior Insurance and Noncumulation 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 **Limit of Liability — Underlying Limits** (c) and (d) shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this 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 **NORTHBROOK** will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

NESCO
Northbrook
Excess and Surplus
Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63 007 097
Endorsement No.: 1

In consideration of the premium charged, it is agreed that the aggregate limit of liability applies separately to each consecutive period of this policy.

It is further agreed that such periods shall be determined as follows:

From: August 31, 1980 To: August 31, 1981

From: August 31, 1981 To: February 1, 1982

This endorsement to take effect on the 31st day of August 1980. All other terms and conditions remain unchanged.

Countersignature Date September 11, 1980

Jerome O. Crowley
Authorized Representative

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: The Marmon Group, Inc.

Policy No.: 63-007-097
Endorsement No.: 2

In consideration of the premium charged, it is agreed that the Excess Umbrella Coverage as respects "Underlying Umbrella Insurers, Policy Number and Limits" is amended to read as follows:

International Insurance Company #523 067709 and First State

Insurance Company #TBA

$25,000,000. any one occurrence and in the aggregate (where applicable) excess of Primary.

Various other carriers and policy numbers as on file with the company. $25,000,000. any one occurrence and in the aggregate (where applicable) excess of $25,000,000. any one occurrence and in the aggregate (where applicable) excess of Primary.

This endorsement to take effect on the 31st day of August 19 80. All other terms and conditions remain unchanged.

Countersignature Date April 23, 1981

Jerome O. Crowley
Authorized Representative

sk

RU7-1 PRINTED IN USA

MARGRP CDA dm - 0659

INSURED COPY

LS 003399

TRANSIT CASUALTY COMPANY
LOS ANGELES, CALIFORNIA
ST. LOUIS, MISSOURI
(A stock insurance company, herein called the company)

Declarations—Excess Umbrella Policy

SCU 955-653
Policy Number

Renewal of No. NEW

Item 1. Named Insured: THE MARMON GROUP, INC.

Item 2. Address: 39 South LaSalle Street
Chicago, Illinois 60603

Item 3. Policy Period: From: August 31, 1980 To: February 1, 1982
12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 4. Limits of Liability: $15,000,000 each occurrence and/or in the aggregate part of $25,000,000 excess of $25,000,000 excess underlying.

Item 5. Premium: Advance: $31,995 Annual Minimum: $31,995

Rate: Flat Premium Basis:

When used as a premium basis:

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

Countersignature Date October 8, 19 80

Richard Foss
Authorized Representative

MCC
T.V. 9810 A

MARGRP CDA dm - 0660

LS 003400

TRANSIT CASUALTY COMPANY
LOS ANGELES, CALIFORNIA
ST. LOUIS, MISSOURI
(A stock insurance company, herein called the company)

SCU 955-653

Excess Umbrella Coverage—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 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 Insurers".

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

Carrier	Limits
United States Fire Insurance Company First State Insurance Company	$25,000,000 each occurrence and/or in the aggregate excess of primary insurances.

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) $ 25,000,000 ultimate net loss in respect of each occurrence, but

(b) $ 25,000,000 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 employes of the Insured

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

(c) $ 15,000,000 p/o $ 25,000,000 ultimate net loss in all in respect of each occurrence — subject to a limit of

(d) $ 15,000,000 p/o $ 25,000,000 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 employes of the Insured.

ENDORSEMENT

THE MARMON GROUP

POLICY NO. SCU 955-653
END'T. NO. 1

EFFECTIVE DATE: AUGUST 31, 1980

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT:

1. AS RESPECTS ITEM 4, OF THE DECLARATIONS, THE AGGREGATE LIMIT OF LIABILITY APPLIES SEPARATELY TO EACH CONSECUTIVE PERIOD OF THIS POLICY AND SUCH PERIODS ARE AS FOLLOWS:

   FROM: AUGUST 31, 1980 TO: AUGUST 31, 1981

   FROM: AUGUST 31, 1981 TO: FEBRUARY 1, 1982

2. CONDITION 2, "MAINTENANCE OF UNDERLYING INSURANCE", IS AMENDED AS FOLLOWS

   IT IS A CONDITION OF THIS POLICY THAT THE UNDERLYING POLICY BE MAINTAINED IN FULL EFFECT DURING THE PERIOD OF THIS POLICY EXCEPT FOR THE REDUCTION OF ANY AGGREGATE LIMIT CONTAINED THEREIN SOLELY BY PAYMENT OF CLAIMS FOR OCCURRENCES WHICH TAKE PLACE DURING EACH CONSECUTIVE PERIOD OF THIS POLICY. IF THE UNDERLYING POLICY IS CANCELLED PRIOR TO THE END OF THE POLICY PERIOD OF THIS POLICY, AS SHOWN IN DECLARATIONS HEREOF, THE EFFECTIVE DATE OF CANCELLATION OF THE SAID UNDERLYING POLICY SHALL BE THE END OF THE POLICY PERIOD OF THIS POLICY.

CONSECUTIVE PERIODS OF THIS POLICY ARE AS FOLLOWS:

FROM: AUGUST 31, 1980 TO: AUGUST 31, 1981

FROM: AUGUST 31, 1981 TO: FEBRUARY 1, 1982

SUBJECT TO THE PROVISIONS OF THE "EXCLUSIONS" CLAUSE IN THIS POLICY, THIS POLICY IS SUBJECT TO THE SAME WARRANTIES, TERMS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE OBLIGATION TO INVESTIGATE AND DEFEND, THE AMOUNT AND LIMITS OF LIABILITY AND THE RENEWAL AGREEMENT, IF ANY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN OR AS MAY BE ADDED TO THE UNDERLYING POLICY PRIOR TO THE HAPPENING OF AN OCCURRENCE FOR WHICH CLAIM IS MADE HEREUNDER AND SHOULD ANY ALTERATION BE MADE IN THE PREMIUM FOR THE UNDERLYING POLICY, THEN THE PREMIUM HEREON SHALL BE ADJUSTED ACCORDINGLY.

Countersignature Date: OCTOBER 8, 19 80

TV 9820

Richard Jones

Authorized Representative

mcc

MARGRP CDA dm - 0662

LS 003402

ENDORSEMENT

THE MARMON GROUP, INC.

POLICY NO. SCU 955-653
END'T. NO. 2

EFFECTVE DATE: AUGUST 31, 1980

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE UNDERLYING UMBRELLA INSURERS CARRIER AND POLICY NUMBER, IS AMENDED TO READ AS FOLLOWS:

A)	INTERNATIONAL INSURANCE COMPANY POLICY NO. 523-067709-6	$10,000,000 EACH OCCURRENCE AND/OR IN THE AGGREGATE EXCESS OF PRIMARY INSURANCES.
B)	VARIOUS	$15,000,000 EXCESS OF (A) ABOVE.

Richard H Jones

Countersignature Date: OCTOBER 27, 1980

Authorized Representative

TV 9820

mcc

MARGRP CDA dm - 0663

LS 003403

(THIS SPACE FOR ATTACH...

UMBRELLA LIABILITY POLICY

The Continental Insurance Companies

GENERAL OFFICES

80 Maiden Lane, New York, New York 10038

REGIONAL OFFICES

Buckeye Region..... 1111 East Broad Street, Columbus, Ohio 43216
Eastern Region ..... 2 Peach Tree Hill Road, Livingston, New Jersey 07039
Metropolitan Region..... 99 John Street, New York, New York 10038
Pacific Region..... 100 Pine Street, San Francisco, California 94111
Southeastern Region ..... 401 West Peachtree Street, N.E., Atlanta, Georgia 30308
Southwestern Region ..... 1810 Commerce Street, Dallas, Texas 75201
Western Region..... 360 West Jackson Boulevard, Chicago, Illinois 60606

Branch and Field Offices in all Principal Cities

International Department 80 Maiden Lane, New York, New York 10038

MARGRP CDA dm - 0664

LS 003404

Policy Issued By: The Continen al Insurance Company
200 South Wacker Drive
Chicago, Illinois 60606

A STOCK COMPANY

Policy No. XXX SRX 2 15 34 63

Renewal of: New

Item 1. Producer's Name and Address: NBA Excess and Surplus Lines, Inc.
222 South Riverside Plaza
Chicago, Illinois 60606

Producer's Code: 99 918 708

Named Insured and Address (Number and Street, Town, or City, County and State): The Marmon Group, Inc. and
Hyatt Corporation Etal
39 South LaSalle Street
Chicago, Illinois 60603/
9700 W. Bryn Mawr Ave.
Rosemont, Illinois 60018

The Named Insured is
☐ Individual ☐ Partnership ☒ Corporation
☐ Joint Venture ☐ Other (specify)

2. Policy Period: From 12:01 A.M., December 15, 1980 to February 1, 1982
(Hour and Minute)
12:01 A.M., standard time at the address of the insured first named above as stated herein.

UMBRELLA LIABILITY POLICY DECLARATIONS PART ONE

DUPLICATE

3. Coverage	Limits of Liability	Advance Premium
Personal Injury / Property Damage / Advertising	$ See each occurrence $ Endorsement #2 aggregate completed operations—products	$ 3,396.
Form numbers of endorsements forming a part of the policy on its effective date: 7251 (3)	Additional Charges	$
	Total Advance Premium	$ 3,396.

Premium is payable: On effective date of policy $; 1st Anniversary $; 2nd Anniversary $

4. $ [Liability of named insured as to each occurrence not insured by an underlying policy (subject to the terms of Condition 3, subdivision (b))]

5. **Underlying Insurance Schedule**

Type of Policy	Name of Carrier	Policy Number	Policy Period From	Policy Period To	Limits (or Amount) of Insurance
Comprehensive General Liability Including Products	See Endorsement #2				Bodily Injury Liability: $ each occurrence; $ aggregate Property Damage Liability: $ each occurrence; $ aggregate Combined Single Limit: $
Comprehensive Automobile Liability	See Endorsement #2				Bodily Injury Liability: $ each person; $ each occurrence Property Damage Liability: $ each occurrence Combined Single Limit: $
Standard Workmen's Compensation and Employers' Liability	See Endorsement #2				Coverage B—Employers' Liability: $ each accident
Other Liability	See Endorsement #2				

6. Unless otherwise stated herein, during the past three years no insurer has canceled insurance, issued to the named insured, similar to that afforded hereunder.

Marsh & McLennan Agency, Inc.
By:

rz-9/15/81

Liab. 7922

Countersigned by

MARGRP CDA dm - 0665

LS 003405

This endorsement forms a part of the designated policy and applies, unless otherwise stated herein, as of the effective time and date of such policy.

Issued By: The Continental Insurance Company

Policy No. SRX 2 15 34 63

Producer's Name and Address:

Producer's Code:

Effective December 15 1980 at 12:01 A.M.

Named Insured and Address (Number and Street, Town or City, County and State): The Marmon Group, Inc.

ON ACCOUNT OF THE FOLLOWING THE

ADDITIONAL PREMIUM IS $

RETURN PREMIUM IS $

Endorsement #1

This Policy is Subject to the Following

It is agreed that the aggregate limit of liability applies separately to each consecutive period of this policy.

It is further agreed that such periods shall be determined as follows:

From: December 15, 1980 to: February 1, 1981

From: February 1, 1981 to: February 1, 1982

Marsh & McLennan Agency, Inc.

This endorsement shall not be binding upon the company unless countersigned by a duly authorized representative of the company.

By: Robert A. Hughes

Countersigned by

LIAB 7251
C-P

PRINTED IN U.S.A.

MARGRP CDA dm - 0666

LS 003406

This endorsement forms a part of the designated policy and applies, unless otherwise stated herein, as of the effective time and date of such policy.

Issued By	The Continental Insurance Company	11
Producer's Name and Address		Producer's Code
Named Insured and Address (Number and Street, Town or City, County and State)	The Marmon Group, Inc.	

Policy No. SRX 2 15 34 63

Effective December 15, 1980 at 12:01A.M. (Noon and Midnight)

ON ACCOUNT OF THE FOLLOWING THE
ADDITIONAL PREMIUM IS $_____
RETURN PREMIUM IS $_____

Endorsement #2

It is agreed that the coverage provided by this policy is in excess of the underlying insurance as on file with the company. This coverage shall follow the terms of International Insurance Company Policy #TBA (except for any endorsements attached hereto) as respects The Marmon Group Inc. and London Policy #TBA (except for any endorsements attached hereto) as respects Hyatt Corporation. Any subsequent change in the underlying insurance shall be reported to the company within 10 days thereafter.

It is further agreed that item #3, Limits of Liability under the Policy is:

$ 5,000,000 each occurrence and in the annual Aggregate when applicable part of

$100,000,000 each occurrence and in the annual Aggregate when applicable in excess of

$100,000,000 each occurrence and in the annual Aggregate when applicable in excess of Primary.

Marsh & McLennan Agency, Inc.

This endorsement shall not be binding upon the company unless countersigned by a duly authorized representative of the company.

By: _____

Countersigned by _____

LIAB 7251
C-P

rev Printed in U.S.A.

MARGRP CDA dm - 0667

LS 003407

This endorsement forms a part of the designated policy and applies, unless otherwise stated herein, as of the effective time and date of such policy.

Issued By: The Continental Insurance Company | 11

Policy No.: SRX 2 15 34 63

Producer's Name and Address:

Producer's Code:

Effective: December 15, 1980 at 12:01A M (Hour and Minute)

Named Insured and Address (Number and Street, Town or City, County and State): The Marmon Group, Inc.

ON ACCOUNT OF THE FOLLOWING THE

ADDITIONAL PREMIUM IS $ _____

RETURN PREMIUM IS $ _____

ENDORSEMENT # 3

CANCELLATION ENDORSEMENT

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 the policy written notice stating when, not less than 60 days thereafter, such cancellation shall be effective, but, if cancellation is for non-payment of premium, a 10 day written notice by the company to the named insured in the manner indicated herein shall effectively cancel this policy. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

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

If this policy insures more than one named insured, cancellation is effected by the insured first named in the declarations 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.

Marsh & McLennan Agency, Inc.

By: _____

This endorsement shall not be binding upon the company unless countersigned by a duly authorized representative of the company.

Countersigned by _____

LIAB 7251
C-P

Printed in U S A

MARGRP CDA dm - 0668

LS 003408

This endorsement forms a part of the designated policy and applies, unless otherwise stated herein, as of the effective time and date of such policy.

Issued By: The Continental Insurance Company | 11

Policy No.: SRX 2 15 34 63

Producer's Name and Address:

Producer's Code:

Effective: December 15, 19 80 at 12:01A M (Hour and Minute)

Named Insured and Address (Number and Street, Town or City, County and State): The Marmon Group, Inc. and Hyatt Corporation Etal

ON ACCOUNT OF THE FOLLOWING THE
ADDITIONAL PREMIUM IS $
RETURN PREMIUM IS $

Endorsement #4

It is agreed that Item 1, "Named Insured", as respects The Marmon Group Inc. is completed to read as follows:

1. The Marmon Group, Inc.
2. Marmon Industries, Inc.
3. Altamil Corporation
   a) American Rox Company
   b) Fontaine Truck Equipment Company
   c) Aluminum Forge Company
4. All Divisions, Subsidiaries and Affiliated Companies over which The Named Insured asserts financial and/or operative control, excluding the following:
   a) Fetterolf Coal & Construction, Inc.
   b) M. F. Fetterolf Coal Co., Inc.
   c) M. F. Land Company, Inc.
   d) Cerro Mining Company of Canada Limited
   e) G.M. & W. Coal Co.
   f) James M. Stott Coal Co.
   g) Penn Pocahantas Coal Co.
   h) Calvert Coal Company
   i) The Housing Group
5. American Safety Equipment
6. Cerro Marmon Coal Group and all subsidiaries on file with the underwriters
7. Machine Parts Corporation
8. Portland Grove Company
9. Keystone Pipe & Supply Co.
10. Werner Die & Stamping Co.
11. Midwest Tanning
12. Chicago Mill & Lumber Co.

This endorsement shall not be binding upon the company unless countersigned by a duly authorized representative of the company.

By:

Countersigned by

LIAB 7251
C-P

78v Printed in U.S.A.

MARGRP CDA dm - 0669

LS 003409

This endorsement forms a part of the designated policy and applies, unless otherwise stated herein, as of the effective time and date of such policy.

Issued By	The Continental Insurance Company	11	Policy No. SRX 2 15 34 63
Producer's Name and Address		Producer's Code	Effective December 15, 19 80 at 12:01A.M. (Hour and Minute)
Named Insured and Address (Number and Street, Town or City, County and State)	The Marnon Group, Inc. and Hyatt Corporation Etal		ON ACCOUNT OF THE FOLLOWING THE ADDITIONAL PREMIUM IS $ _____ RETURN PREMIUM IS $ _____

Endorsement #4 - Cont'd.

13. Pickrose Limited
14. Tamarac Utilities, Inc.

It is further agreed that Item I, "Named Insured", as respects Hyatt Corporation is completed to read as follows:

> H. G., Inc. and Elsinore Corporation and all affiliated, associated, proprietary, or subsidiary companies, partnerships, and trusts as they may now exist or exist hereafter and any firm name, trade name, or trade style under which they may operate.

All other terms and conditions of this policy remain unchanged.

This endorsement shall not be binding upon the company unless countersigned by a duly authorized representative of the company.

Countersigned by March & McLennan Agency, Inc.

By: _____

LIAB 7251
C-P

7ev Printed in U.S.A.

MARGRP CDA dm - 0670

LS 003410

This endorsement forms a part of the designated policy and applies, unless otherwise stated herein, as of the effective time and date of such policy.

Issued By	The Continental Insurance Company	11	Policy No. SRX 2 15 34 63
Producer's Name and Address		Producer's Code	Effective February 1, 19 81 at 12:01A M (Hour and Minute)
Named Insured and Address (Number and Street, Town or City, County and State)	The Marmon Group, Inc. and Hyatt Corporation Etal.		ON ACCOUNT OF THE FOLLOWING THE ADDITIONAL PREMIUM IS $ ____ RETURN PREMIUM IS $ ____

Endorsement #5

It is agreed the Endorsement #2 is amended in part to read "Northbrook Excess and Surplus Insurance Company, Policy # 63 007 633" in lieu of "London Policy #TBD" as respects Hyatt Corporation.

March [illegible] Agency, Inc.

This endorsement shall not be binding upon the company unless countersigned by a duly authorized representative of the company.

Countersigned by By: [illegible]

LIAB 7251

C-P

Printed in U.S.A.

MARGRP CDA dm - 0671

LS 003411

EXCESS LIABILITY POLICY

EXCESS INSURANCE COMPANY

(Hereinafter called the Company)

Agrees with the Insured named in Item 1 of the Declarations made a part hereof, in consideration of the payment of the premium and subject to all of the terms of this Policy, to indemnify the Insured:

As respects claims, accidents or occurrences, whichever is applicable, taking place during the period of the Policy. The Company agrees to afford the Insured such additional insurance as the issuers of the Underlying Coverage specified in the schedule would afford the Insured by increasing the underlying coverage from the limit(s) set forth under Item 3 of the Declarations to the limit(s) set forth under Item 3 and 4 of the Declarations combined, provided that it is expressly agreed that liability shall attach to the Company:

(a) only after the issuers of the Underlying Coverage have paid or have been held liable to pay the full amount of the said underlying limit, and;

(b) only as respects such additional amounts in excess thereof as would be payable by the issuers of the Underlying Coverage if the said underlying limit were amended as aforesaid, and;

(c) in no greater amount that the limit(s) set forth under Item 4 of the Declarations. Ultimate Net Loss, as respects each claim, accident or occurrence, whichever is applicable, taking place during the period of this Policy and in no greater amount than the limit(s) set forth under Item 4 of the Declarations. Ultimate Net Loss, in the aggregate, where applicable, for each annual period during the currency of this Policy.

DEFINITIONS

ULTIMATE NET LOSS AND COSTS

Ultimate net loss, as used herein, shall be understood to mean the sums paid in settlement of losses for which the Insured is liable after making deductions for all recoveries, salvages and other insurances (other than recoveries under the underlying insurance, policies of co-insurance, or policies specifically in excess hereof), whether recoverable or not, and shall exclude all "Costs".

The word "costs", as used herein, shall be understood to mean interest on judgements, investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the Insured is not covered by the underlying insurance excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the Insured, and (c) regular fees paid to counsel on general retainer.

Costs incurred by the Insured, with the written consent of the Company, shall be apportioned as follows:

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

(b) should such claim or suit be settled previous to going into court for not more than the underlying insurance limit or limits, then no Costs shall be payable by the Company.

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

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

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

LOSS PAYABLE

The Company's obligation to pay any ultimate net loss and costs with respect to any accident, occurrence or claim falling within the terms of this Policy shall not attach until the amount of the applicable underlying limit has been paid by or on behalf of the Insured on account of such accident, occurrence or claim. The Insured shall make claim for any ultimate net loss and costs under this Policy within a period of not exceeding twelve (12) months after (a) the Insured shall have paid ultimate net loss in excess of the underlying limit, with respect to any accident, occurrence or claim, or (b) the Insured's obligation to pay such amounts shall have been finally determined, either by judgement against the Insured after actual trial or by written aggreement of the Insured, the claimant and the company.

(b) All losses covered by this Policy shall be due and payable by the Company within thirty (30) days after claim has been presented and proper proof of payment of ultimate net loss and costs has been submitted, all in accordance with the terms above.

ASSISTANCE AND CO-OPERATION

The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.

CANCELLATION

The Insured may cancel this Policy at any time by giving to the Company 30 days prior notice. The Company may cancel this Policy at any time by giving to the Insured 30 days' prior notice. Any such notice shall be sent by registered mail and shall state the date upon which cancellation shall become effective. The effective date of cancellation shall be the end of the period for this Policy. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate and if cancelled by the Company, adjustment shall be pro-rata. However, in the event of cancellation or non-renewal of the underlying insurance immediately preceding this Policy, this Policy terminates as of the same date without notice to the Insured. The Company, may, however, cancel this Policy absolutely on ten (10) days notice for non-payment of premium due.

Notice by the Company to the first Named Insured, if more than one, shall be deemed notice to any other interests included as an Insured.

PUNITIVE DAMAGES

This Policy shall not apply to Punitive or Exemplary Damages awarded against the Insured.

NUCLEAR ENERGY LIABILITY EXCLUSION

1. This Policy does not apply:

A. Under any Liability Coverage, to personal injury or property damage:

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

(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 provisions relating to first aid or other immediate medical or surgical relief, to expenses incurred with respect to personal 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 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 or operated by, or on behalf of an insured; or

(b) has been discharged or dispersed therefrom; or

(2) the nuclear material is contained in spent fuel or waste at any time processed, handled, used, possessed, 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 1.C. (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

(1) containing by-product material and

2 resulting from the ionizing 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 or 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 Secretary; but this Policy shall not be valid unless countersigned on the Declaration page by a duly authorized representative of the Company.

Excess Insurance Company Limited

W. Griffiths
Director

Excess Insurance Company Limited

W. L. Samengo-Turner
Chairman & Chief Executive

MUTUAL MARINE OFFICE, INC.
100 PARK AVENUE, NEW YORK, N.Y. 10017
212-953-0580

FOR (COMPANY): EMPLOYERS MUTUAL CASUALTY COMPANY

EXCESS LIABILITIES UMBRELLA

DECLARATIONS

1. NAMED ASSURED: THE MARMON GROUP INC. / HYATT CORPORATION

2. ADDRESS OF ASSURED: 39 SO. LASALLE ST. CHICAGO, ILL. 60603 — 9700 W. BRYN MAWR AVE. ROSEMONT, ILL. 60018

3. POLICY NUMBER: MMO - 71637

4. POLICY TERM: DECEMBER 15, 1980 / FEBRUARY 1, 1982
BEGINNING AND ENDING AT 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED ASSURED AS STATED ABOVE.

5. PREMIUM: $6,789.00

6. OCCURRENCE LIMIT: $10,000,000. P/O $100,000,000. X/S $100,000,000.

7. ANNUAL AGGREGATE LIMIT (WHERE APPLICABLE) $10,000,000. P/O $100,000,000. X/S $100,000,000.

8. UNDERLYING INSURANCE:

LEAD COMPANY	LAYER	OCCURRENCE LIMIT	(WHERE APPLICABLE) ANNUAL AGGREGATE LIMIT
U.S. FIRE/ 1ST STATE	$25,000,000. X/S PRIMARY	$25,000,000.	$25,000,000.
VARIOUS	$25,000,000. X/S $25,000,000.	$25,000,000.	$25,000,000.
VARIOUS	$50,000,000. X/S $50,000,000.	$50,000,000.	$50,000,000.

ORIGINAL
DUPLICATE

THIS POLICY IS ISSUED IN ORIGINAL AND DUPLICATE ONE OF WHICH BEING ACCOMPLISHED THE OTHER TO STAND NULL AND VOID.

MUTUAL MARINE OFFICE, INC.

MARMON GROUP, ET AL

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

1. THE MARMON GROUP, INC.
2. MARMON INDUSTRIES, INC.
3. ALTAMIL CORPORATION
   a) AMERICAN BOX COMPANY
   b) FONTAINE TRUCK EQUIPMENT COMPANY
   c) ALUMINUM FORGE COMPANY
4. ALL DIVISIONS, SUBSIDIARIES AND AFFILIATED COMPANIES OVER WHICH THE NAMED INSURED ASSERTS FINANCIAL AND/OR OPERATIVE CONTROL, EXCLUDING THE FOLLOWING:

   a) FETTEROLF COAL & CONSTRUCTION, INC.
   b) M. F. FETTEROLF COAL CO., INC.
   c) M. F. LAND COMPANY, INC.
   d) CERRO MINING COMPANY OF CANADA LIMITED
   e) G.M. & W. COAL CO.
   f) JAMES M. STOTT COAL CO.
   g) PENN POCAHANTAS COAL CO.
   h) CALVERT COAL COMPANY
   i) THE HOUSING GROUP

5. AMERICAN SAFETY EQUIPMENT
6. CERRO MARMON COAL GROUP AND ALL SUBSIDIARIES ON FILE WITH THE UNDERWRITERS
7. MACHINE PARTS CORPORATION
8. PORTLAND GROVE COMPANY
9. KEYSTONE PIPE & SUPPLY CO.
10. WERNER DIE & STAMPING CO.
11. MIDWEST TANNING
12. CHICAGO MILL & LUMBER CO.
13. PICKROSE LIMITED
14. TAMARAC UTILITIES, INC.

All other terms and conditions remaining unchanged.

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MUTUAL MARINE OFFICE, INC.

MARGRP CDA dm - 0676

LS 003416

HYATT CORPORATION

Named Assured:

H. G., Inc. and Elsinore Corporation and all affiliated, associated, proprietary, or subsidiary companies, partnerships, and trusts as they may now exist or exist hereafter and any firm name, trade name, or trade style under which they may operate.

ORIGINAL
DUPLICATE

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MUTUAL MARINE OFFICE, INC.

MARGRP CDA dm - 0677

LS 003417

THE COMPANY, IN CONSIDERATION OF THE PAYMENT OF PREMIUM, IN RELIANCE UPON THE STATEMENTS IN THE DECLARATIONS MADE PART HEREOF AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, AGREES WITH THE NAMED ASSURED AS FOLLOWS:

INSURING AGREEMENT

1. The Company hereby agrees to indemnify the Assured against ultimate net loss arising out of the hazards covered and as defined and in excess of the underlying insurance as shown in Declaration 8 but only up to an amount not exceeding the limits shown in Declarations 6 and 7.

2. Except as may be otherwise stated in this policy, the coverage provided shall follow the insuring agreements, (including the persons or entities insured), conditions and exclusions of the underlying insurance (whether primary or excess) immediately preceding the layer of coverage provided by this policy. If subsequent to the binding of this insurance any changes are made in the immediate underlying insurance, the Company agrees to follow the immediate underlying insurance with respect to such changes at an additional premium, if any, to be agreed. The Assured agrees to give prompt notice of any change in coverage or premium in the underlying insurance and copies thereof shall be furnished to the Company upon request.

MAINTENANCE OF UNDERLYING INSURANCE

3. The limits of the underlying insurance shall be maintained in full effect during the policy term (as shown in Declaration 4) except for reduction of such limits by exhaustion of aggregate limits, if any, solely by the payment of claims resulting from accidents of occurrences happening during the policy term thereof. Failure 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 Assured complied.

ASSURED'S RESPONSIBILITY FOR DISCLOSURE OR AGGREGATE LIMITS

4. Unless aggregate limits are specifically stated in Declaration 8, the coverage provided by this policy applies only in excess of the amount provided for any one accident or 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, if any, in the underlying insurance. If annual aggregate limits are specifically stated in Declaration 8, this policy will apply in excess of reduced underlying insurance, provided such reduction in the underlying insurance is solely the result of accidents or occurrences happening during the policy term as shown in Declaration 4. The Assured shall give the Company written notice as soon as possible of any reduction or exhaustion of such limits in the underlying insurance.

5. Unless this clause shall be physically deleted or unless an annual aggregate limit shall have been provided for in Declaration 7, should any of the underlying insurances listed in Declaration 8 be subject to an annual aggregate limit, whether or not shown as an aggregate, then this policy shall also be subject to an annual aggregate limit equal to the occurrence limit as shown in Declaration 6.

ORIGINAL

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MUTUAL MARINE OFFICE, INC.

ADDITIONAL ASSUREDS

6. If more than one Assured is named in Declaration 1, such additional Assured(s) shall not have the effect of increasing the Company's limit of liability for each accident or occurrence as shown in Declaration 6. Such additional assureds shall be included only with respect to such activities insured by this policy as would exist in the absence of the naming of additional assureds or loss payees and coverage hereunder shall in no way be considered extended by the inclusion of additional assureds.

OTHER INSURANCE

7. If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is specifically stated to be in excess of the insurance afforded by this policy, then the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

TERM AND CANCELLATION

8. This policy applies only to accidents or occurrences happening during the Policy Term as shown in Declaration 4.

9. This policy may be cancelled at any time at the written notice of the Assured or may be cancelled by or on behalf of the Company provided thirty (30) days written notice is given to the Assured at the address shown in Declaration 2.

10. If the Assured cancels, earned premium shall be computed on a short rate basis, and if cancelled by the Company, adjustment shall be pro rata.

11. In the event of cancellation of the immediately preceding underlying insurance, this policy terminates as of the same date without additional notice to the Assured.

12. Notice by the Company to the first named Assured, if more than one, shall be deemed notice to any other interests included as an Assured.

PREMIUM

13. Premium as shown in Declaration 5 shall be due and payable upon delivery of this policy.

NOTICE OF LOSS

14. The Assured shall immediately advise the Company of any accident or occurrence which appears reasonably likely to result in liability under this policy and of subsequent developments likely to affect the Company's liability hereunder.

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MUTUAL MARINE OFFICE, INC.

CONTROL OF CLAIMS

15. The Assured shall be solely responsible for the investigation, settlement, defense and final disposition of any claim made, suit brought or proceeding instituted against the Assured to which this policy would apply and which no underlying insurer is obligated to defend.

16. The Assured shall use due diligence and prudence to settle all claims and suits which in the exercise of sound judgment should be settled, provided, however, that the Assured shall not make or agree to any settlement for any sum in excess of the underlying insurance without the approval of the Company.

17. The Assured shall comply with the terms and conditions of the underlying insurance and shall cooperate with the underlying insurer(s) as required by the terms of the underlying insurance.

18. The Assured shall enforce any right of contribution or indemnity against any person or organizations who may be liable to the Assured.

19. At no time shall the Company be called upon to assume charge of the investigation, settlement, or defense of any claim made, suit brought or proceeding instituted against the Assured, but the Company shall have the right and shall be given the opportunity to associate with the Assured or its underlying insurer(s) in the investigation, settlement or defense of any claim, suit or proceeding which appears likely to involve the Company. In the event that the Company avails itself of such right or opportunity, the Assured, the Company and the underlying insurer(s) shall cooperate in the investigation, settlement or defense of such claim, suit or proceeding. Failure on the part of the Assured to cooperate shall relieve the Company, if it so chooses, of any liability under this policy.

20. In the event that the Assured elects not to appeal a judgment in excess of the underlying insurance limit or limits, the Company may elect to conduct such appeal at its own cost and expense and shall be liable for the taxable court costs and interests incidental thereto, but in no event shall the liability of the Company exceed the limit of liability as shown in Declarations 6 and 7 plus the cost and expense of any such appeal.

LIMIT OF LIABILITY

21. Except as set forth in Clause 20, in no event shall the Company's liability for any one accident or occurrence or in the aggregate where applicable, including all costs, exceed the limits shown in Declarations 6 and 7.

ALLOCATION OF COSTS

22. In the event of any claim, suit or proceeding which appears likely to result in liability to the Company, no costs shall be incurred by the Assured without the written consent of the Company.

THIS POLICY IS ISSUED IN ORIGINAL AND DUPLICATE ONE OF WHICH BEING ACCOMPLISHED THE OTHER TO STAND NULL AND VOID.

MUTUAL MARINE OFFICE, INC.

CONTINUED.....

23. In the event a judgment is rendered in excess of the underlying insurance limit(s) and the underlying insurer(s) elect to appeal such a judgment, the duty of obtaining an appeal bond in regard to liability in excess of the underlying insurance limit(s) shall rest with the Assured and its underlying insurer(s).

LOSS PAYABLE

24. The Company's obligation to pay any ultimate net loss for any accident or occurrence falling within the terms of this policy of insurance shall not attach until the amount of applicable underlying limit has been paid by or on behalf of the Assured or until the Assured's obligation to pay such amounts shall have been finally determined, either by judgment against the Assured after the actual trial or by written agreement of the Assured, the claimant, and the Company.

SUBROGATION AND SALVAGE

25. All salvages, recoveries, or payments recovered or received subsequent to a settlement under this policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Company, provided always that nothing in this clause shall be construed to mean that losses under this Policy are not recoverable until the Assured's ultimate net loss shall have been finally ascertained.

26. It is agreed that in the case of any payment made hereunder, the Company may act together with all other interests (including the Assured) in the exercise of any rights of recovery with respect to the loss paid by the Assured, Underwriters on the underlying insurances, and the Company. The apportionment or any amounts which may be recovered from third parties shall follow the principle that any interest (including that of the Assured) that shall have paid an amount over and above any payment hereunder by the Company shall first be reimbursed to the amount paid thereby; the Company will then be reimbursed out of any balance remaining up to the amount paid thereby and hereunder; finally, the interests (including that of the Assured) of whom this policy is in excess are entitled to claim the balance, if any. Expenses incurred in the recovery of such amounts shall be apportioned between the interests (including the Assured) concerned in the proportion that their respective recoveries are finally settled.

ORIGINAL

DUPLICATE

THIS POLICY IS ISSUED IN ORIGINAL AND DUPLICATE ONE OF WHICH BEING ACCOMPLISHED THE OTHER TO STAND NULL AND VOID.

MUTUAL MARINE OFFICE, INC.

DEFINITIONS

27. "Ultimate Net Loss", as used herein shall be understood to mean the sums paid in settlement of losses for which the Assured is liable after making deductions for all recoveries, salvages and other insurances (other than recoveries under the underlying insurance, policies of co-insurance on this layer, or policies specifically in excess hereof), whether recoverable or not, and shall exclude all costs. However, nothing contained herein shall be construed to mean that the Assured shall be required to enforce by legal action any right of subrogation, salvage or indemnity before the Company shall pay any loss covered hereunder.

28. "Costs" as used herein, shall be understood to mean interest on judgments, investigation, adjustment and legal expenses, including taxes, court costs and premiums on bonds for which the Assured is not covered by the underlying insurance.

NUCLEAR INCIDENT EXCLUSION

29. It is agreed that this Policy does not apply:

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

(a) with respect to which an Assured under this policy is also an Assured 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 Assured 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 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 Assured 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 any Assured, or

DUPLICATE ORIGINAL

THIS POLICY IS ISSUED IN ORIGINAL AND DUPLICATE ONE OF WHICH BEING ACCOMPLISHED THE OTHER TO STAND NULL AND VOID.

MUTUAL MARINE OFFICE, INC.

MARGRP CDA dm - 0682

LS 003422

CONTINUED.....

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Assured 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.

III. As used herein

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor, "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility 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 assured 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.

ORIGINAL

THIS POLICY IS ISSUED IN ORIGINAL AND DUPLICATE ONE OF WHICH BEING ACCOMPLISHED THE OTHER TO STAND NULL AND VOID.

DUPLICATE

MUTUAL MARINE OFFICE, INC.

MARGRP CDA dm - 0683

LS 003423

SIGNATURE ENDORSEMENT

The Policy to which this endorsement is attached is insured by the companies scheduled below, each severally, but not jointly, and not on the part of one for the other or any of the others, for their respective percentages as shown:

The named insured is hereby notified that, by virtue of this policy, he is a member of the Employers Mutual Casualty Company and is entitled to vote at all meetings of the said Company and shall, upon termination of this policy, participate in the distribution of dividends as fixed and determined by the directors in accordance with law. The annual meeting is held at the home office of the Company on the second Wednesday in March of each year at 9:30 o'clock A.M.

EMPLOYERS MUTUAL CASUALTY COMPANY

Executed in New York

This 10th day of February 19 81

Mutual Marine Office, Inc.
Attorney-in-fact for the company designated above.

By John N. Blackman

Attached to and forming part of Policy No. MMO - 71637 of the Mutual Marine Office, Inc.

THIS POLICY IS ISSUED IN ORIGINAL AND DUPLICATE ONE OF WHICH BEING ACCOMPLISHED THE OTHER TO STAND NULL AND VOID.

ORIGINAL

DUPLICATE

MUTUAL MARINE OFFICE, INC.

2-P-02

MARGRP CDA dm - 0684

LS 003424

INCLUSION OF ADDITIONAL ASSUREDS OR LOSS PAYEES

"Wherever additional assureds or loss payees are added to this policy it is specifically agreed:

A) Such additional assureds or loss payees are included only with respect to such activities insured by this policy as would exist in the absence of the naming of additional assureds or loss payees and coverage hereunder shall in no way be considered extended by the inclusion of additional assureds or loss payees.

B) The inclusion of additional assureds or loss payees shall in no way increase the limit of liability hereunder.

C) In the event of cancellation or change in policy coverage unless specifically endorsed in writing to the contrary hereon, no obligation is imposed on this company to send notice of cancellation or change of coverage to an additional assured or loss payee and Notice to the original named assured shall discharge all obligations of this company hereunder. This company shall not be required to notify additional named assured or loss payees of any cancellation received from the original assured hereon."

ORIGINAL

DUPLICATE

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MUTUAL MARINE OFFICE, INC.

ENDORSEMENT #1

ERISA EXCLUSION

In consideration of the premium charged and notwithstanding anything contained herein to the contrary it is hereby agreed that such coverage as is afforded by this policy shall not apply to any claim or claims arising out of the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974 and amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

MARGRP CDA dm - 0686

LS 003426

ORIGINAL
DUPLICATE

THIS POLICY IS ISSUED IN ORIGINAL AND DUPLICATE ONE OF WHICH BEING ACCOMPLISHED THE OTHER TO STAND NULL AND VOID.

MUTUAL MARINE OFFICE, INC. L-105

E N D O R S E M E N T #2

ASBESTOS EXCLUSION

In consideration of the premium charged, it is agreed that this policy shall not apply to any liability for bodily injury or property damage, including loss of use thereof, arising out of the manufacturing, processing, handling, distribution, sale, application or use of asbestos, or asbestos related product(s).

ORIGINAL

DUPLICATE

THIS POLICY IS ISSUED IN ORIGINAL AND DUPLICATE ONE OF WHICH BEING ACCOMPLISHED THE OTHER TO STAND NULL AND VOID.

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MUTUAL MARINE OFFICE INC.

ENDORSEMENT #3

OCCUPATIONAL DISEASE LIMITATION

IT IS HEREBY AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY CLAIM AGAINST THE INSURED FOR OCCUPATIONAL DISEASE TO THE INSURED'S EMPLOYEES UNLESS SUCH CLAIM IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE (AS LISTED IN SCHEDULE A - UNDERLYING INSURANCE) FOR THE FULL LIMITS SHOWN THEREIN AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

NOTWITHSTANDING THE ABOVE, IN NO EVENT SHALL THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY FOR CLAIMS FOR OCCUPATIONAL DISEASE EXCEED THE AGGREGATE LIMIT (AS SHOWN IN DECLARATION VI 3.)

ORIGINAL

DUPLICATE

THIS POLICY IS ISSUED IN ORIGINAL AND DUPLICATE ONE OF WHICH BEING ACCOMPLISHED THE OTHER TO STAND NULL AND VOID.

MUTUAL MARINE OFFICE, INC.

30 - S - END - 03

ENDORSEMENT #4

It is hereby understood and agreed that the cancellation clause in this policy is amended to read sixty (60) days.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

DUPLICATE ORIGINAL

THIS POLICY IS ISSUED IN ORIGINAL AND DUPLICATE ONE OF WHICH BEING ACCOMPLISHED THE OTHER TO STAND NULL AND VOID.

Attached to and forming part of policy number MMO - 71637 of the Employers Mutual Casualty Company issued to The Marmon Group Inc./Hyatt Corporation

MUTUAL MARINE OFFICE, INC.

Date February 10, 1981

MARGRP CDA dm - 0689

LS 003429

E N D O R S E M E N T #5

Notwithstanding anything herein to the contrary, except for amendments in accordance with policy terms and conditions, such coverage as is provided by this policy shall be on terms no broader than those outlined in the insuring conditions - of policy # 523 067709 6 issued by Crum & Forster Insurance Companies as respects the Marmon Group, Inc. and policy # 63 006 437 issued by Northbrook Excess and Surplus Insurance Company as respects Hyatt Corporation.

In the event of any changes in the above policies that would increase Underwriter's liability, prompt notice shall be given to Underwriters hereon.

ORIGINAL

DUPLICATE

THIS POLICY IS ISSUED IN ORIGINAL AND DUPLICATE ONE OF WHICH BEING ACCOMPLISHED THE OTHER TO STAND -NULL AND VOID.

MUTUAL MARINE OFFICE, INC.

30 - S - END - 03

ENDORSEMENT #6

It is hereby understood and agreed that this policy shall not apply to any claim resulting from Pneumoconiosis, otherwise known as Black Lung.

DUPLICATE

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

THIS POLICY IS ISSUED IN ORIGINAL AND DUPLICATE ONE OF WHICH BEING ACCOMPLISHED THE OTHER TO STAND NULL AND VOID.

ORIGINAL

Attached to and forming part of policy number MMO - 71637 of the

Employers Mutual Casualty Company issued to

The Marmon Group Inc./Hyatt Corporation

Date February 10, 1981

MARGRP CDA dm - 0691

LS 003431

EXCESS LIABILITY
POLICY No. EL 10557

DAILY REPORT
EXCESS INSURANCE COMPANY

Renewal of NEW

Item 1. Name Insured and Address:
HYATT CORPORATION, ETAL AND MARMON GROUP, ETAL
39 SOUTH LaSALLE STREET
CHICAGO, ILLINOIS 60603

MARSH & MCLENNAN,
CHICAGO
#8541600

Item 2. Policy Period:
From DECEMBER 15, 1980 FEBRUARY 1, 1982
12:01 A.M., standard time at the address of the named insured as stated herein.

EXCESS UMBRELLA LIABILITY

Item 3. Underlying Insurance: $100,000,000. CSL EACH OCCURRENCE/AGGREGATE AS PER VARIOUS CARRIERS ON FILE WITH COMPANY.

MARGRP CDA drn - 0692

Item 4. Limit(s) of Coverage Hereunder: $5,000,000. CSL EACH OCCURRENCE/$5,000,000. AGGREGATE PART OF $100,000,000. CSL EACH OCCURRENCE/$100,000,000. AGGREGATE EXCESS OF $100,000,000./$100,000,000. AS STATED ABOVE.

LS 003432

Item 5. Premium: $3,396.00 FLAT

ISELIN, NEW JERSEY

WE HEREBY CERTIFY THAT THIS IS A DUPLICATE COPY OF THE ORIGINAL POLICY.
X Daniel A. Maher
10-15-81.

Item 6. Cancellation: THIRTY (30) DAYS

Date: 4/13/81 - JS:vt

by: _____
Authorized Representative

CMI-u-101 (12/77)

UNDERWRITING

ENDORSEMENT

Effective Date December 15, 1980

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company at the request of the Insured (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:

Mendes & Mount
27 William Street
New York, New York

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

The above named are authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the 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 statute of any state, territory or district of the United States which makes provision therefor, the Company hereon hereby designates the Superintendent, Commission or Director of the 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 designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Effective December 15, 1980 12:01 AM Standard Time, this Endorsement No. 1
attached to and made a part of Policy No. EL 10557 of EXCESS INSURANCE COMPANY LIMITED
issued to HYATT CORPORATION, ETAL AND MARMON GROUP, ETAL

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

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

JS:vt
4/13/81

MARGRP CDA dm - 0693

By _____
Authorized Representative

LS 003433

CMI-U-104(12-77) 2500

UNDERWRITING

ENDORSEMENT

Effective Date December 15, 1980

INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT.

In the event of an occurrence, which in the judgment of the Insured is likely to involve the liability of The Excess Insurance Company, Ltd. hereunder, 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 Capacity Managers International, Inc. (C.M.I., 160 Water Street, New York, NY 10038)

If a claim is made or suit is brought against the Insured, the Insured shall immediately forward to C.M.I. every demand, notice, summons or other process received by him or his representative.

The Insured shall cooperate with C.M.I. and, upon the C.M.I. 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 personal injury or property damage with respect to which indemnity 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.

Effective December 15, 1980 12:01 AM Standard Time, this Endorsement No. 2
attached to and made a part of Policy No. EL 10557 of EXCESS INSURANCE COMPANY LIMITED
issued to HYATT CORPORATION, ETAL AND MARMON GROUP, ETAL

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

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

JS:vt
4/13/81

MARGRP CDA dm - 0694

By _____
Authorized Representative

CMI-U-103 (12/77) 2500

UNDERWRITING

LS 003434

EXCESS LIABILITY PO CY

EXCESS INSURANCE COMPANY

(Hereinafter called the Company)

Agrees with the Insured named in Item 1 of the Declarations made a part hereof, in consideration of the payment of the premium and subject to all of the terms of this Policy, to indemnify the Insured:

As respects claims, accidents or occurrences, whichever is applicable, taking place during the period of the Policy. The Company agrees to afford the Insured such additional insurance as the issuers of the Underlying Coverage specified in the schedule would afford the Insured by increasing the underlying coverage from the limit(s) set forth under Item 3 of the Declarations to the limit(s) set forth under Item 3 and 4 of the Declarations combined, provided that it is expressly agreed that liability shall attach to the Company:

(a) only after the issuers of the Underlying Coverage have paid or have been held liable to pay the full amount of the said underlying limit, and;

(b) only as respects such additional amounts in excess thereof as would be payable by the issuers of the Underlying Coverage if the said underlying limit were amended as aforesaid, and;

(c) in no greater amount that the limit(s) set forth under Item 4 of the Declarations. Ultimate Net Loss, as respects each claim, accident or occurrence, whichever is applicable, taking place during the period of this Policy and in no greater amount than the limit(s) set forth under Item 4 of the Declarations. Ultimate Net Loss, in the aggregate, where applicable, for each annual period during the currency of this Policy.

DEFINITIONS

ULTIMATE NET LOSS AND COSTS

Ultimate net loss, as used herein, shall be understood to mean the sums paid in settlement of losses for which the Insured is liable after making deductions for all recoveries, salvages and other insurances (other than recoveries under the underlying insurance, policies of co-insurance, or policies specifically in excess hereof), whether recoverable or not, and shall exclude all "Costs".

The word "costs", as used herein, shall be understood to mean interest on judgements, investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the Insured is not covered by the underlying insurance excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the Insured, and (c) regular fees paid to counsel on general retainer.

Costs incurred by the Insured, with the written consent of the Company, shall be apportioned as follows:

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

(b) should such claim or suit be settled previous to going into court for not more than the underlying insurance limit or limits, then no Costs shall be payable by the Company.

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

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

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

LOSS PAYABLE

The Company's obligation to pay any ultimate net loss and costs with respect to any accident, occurrence or claim falling within the terms of this Policy shall not attach until the amount of the applicable underlying limit has been paid by or on behalf of the Insured on account of such accident, occurrence or claim. The Insured shall make claim for any ultimate net loss and costs under this Policy within a period of not exceeding twelve (12) months after (a) the Insured shall have paid ultimate net loss in excess of the underlying limit, with respect to any accident, occurrence or claim, or (b) the Insured's obligation to pay such amounts shall have been finally determined, either by judgement against the Insured after actual trial or by written aggreement of the Insured, the claimant and the company.

(b) All losses covered by this Policy shall be due and payable by the Company within thirty (30) days after claim has been presented and proper proof of payment of ultimate net loss and costs has been submitted, all in accordance with the terms above.

ASSISTANCE AND CO-OPERATION

The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.

CANCELLATION

The Insured may cancel this Policy at any time by giving to the Company 30 days prior notice. The Company may cancel this Policy at any time by giving to the Insured 30 days' prior notice. Any such notice shall be sent by registered mail and shall state the date upon which cancellation shall become effective. The effective date of cancellation shall be the end of the period for this Policy. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate and if cancelled by the Company, adjustment shall be pro-rata. However, in the event of cancellation or non-renewal of the underlying insurance immediately preceding this Policy, this Policy terminates as of the same date without notice to the Insured. The Company, may, however, cancel this Policy absolutely on ten (10) days notice for non-payment of premium due.

Notice by the Company to the first Named Insured, if more than one, shall be deemed notice to any other interests included as an Insured.

PUNITIVE DAMAGES

This Policy shall not apply to Punitive or Exemplary Damages awarded against the Insured.

NUCLEAR ENERGY LIABILITY EXCLUSION

1. This Policy does not apply:

A. Under any Liability Coverage, to personal injury or property damage:

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

(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 provisions relating to first aid or other immediate medical or surgical relief, to expenses incurred with respect to personal 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 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 or operated by, or on behalf of an insured; or

(b) has been discharged or dispersed therefrom; or

(2) the nuclear material is contained in spent fuel or waste at any time processed, handled, used, possessed, 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 1.C. (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

(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 (a) or (b) thereof;

nuclear facility means

(a) any nuclear reactor,

(b) any equipment or device designed or used for

(1) separating the isotopes or 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 Secretary; but this Policy shall not be valid unless countersigned on the Declaration page by a duly authorized representative of the Company.

Excess Insurance Company Limited

W. Griffiths
Director

Excess Insurance Company Limited

W. L. Samengo-Turner
Chairman & Chief Executive

RENEWS

NEW

NUMBER 6680-2359

Members Of NEW HAMPSHIRE INSURANCE GROUP 1968

☒ GRANITE STATE INSURANCE COMPANY
☐ NEW HAMPSHIRE INSURANCE COMPANY

MANCHESTER, NEW HAMPSHIRE

C. V. STARR & CO.

UNDERWRITING MANAGERS

SAN FRANCISCO SEATTLE LOS ANGELES PORTLAND CHICAGO

DECLARATIONS

1. Assured: (1) HYATT CORPORATION; (2) MARMON GROUP, INC.

   Address: (1) 9701 W. HIGGINS ROAD (2) 39 SO. LA SALLE STREET
   ROSEMONT, ILLINOIS CHICAGO, ILLINOIS 60603

2. Policy Period: From DECEMBER 15, 1980 TO FEBRUARY 1, 1982
   both days at 12:01 A.M. (Standard Time) at the location(s) of the risk(s) insured and in accord with the terms and conditions of the form(s) attached.

3. Amount: $ 20,000,000.00 PART OF
   $100,000,000.00 EXCESS OF
   $100,000,000.00 EXCESS OF UNDERLYING

4. Coverage: EXCESS UMBRELLA LIABILITY

5. Premium:

A) Provisional or deposit premium	$	13,584.00
B) Minimum Premium	$	13,584.00
C) Basis of Adjustment (Rate)		FLAT
D) Audit Period		NONE

Assignment of this Policy shall not be valid except with the written consent of this Company.

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

Unless otherwise provided herein, this Policy may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Policy to the Company. This Policy may also be cancelled, with or without the return or tender of the unearned premium, by the Company or by the Underwriting Managers in its behalf, by delivering to the Assured or by sending to the Assured by regular mail, at the Assured's address as shown herein, not less than 30 days written notice stating when the cancellation shall be effective, and in such case Insurers shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by Insurers or Assured.

Not withstanding anything to the contrary contained herein and in consideration of the premium for which this insurance is written, it is understood and agreed that whenever an additional or return premium of $10.00 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be.

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.

Marion E. Jaffin — *Secretary*

Carl P. Barton — *President*

C. V. STARR & CO. UNDERWRITING MANAGERS

By William J. Green

Countersigned

CVS 1114

ORIGINAL

MARGRP CDA dm - 0698

LS 003438

EXCESS UMBRELLA POLICY

Named Assured: As stated in Item 1 of the Declarations forming a part hereof

and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

SCHEDULE

ITEM 1.	NAMED ASSURED	HYATT CORPORATION/MARMON GROUP
ITEM 2.	Underlying Umbrella Policies:	LLOYDS OF LONDON AND VARIOUS DOMESTIC COMPANIES
ITEM 3.	Underlying Umbrella limits (Insuring Agreeement II):	$100,000,000.00
ITEM 4.	Underlying Umbrella Aggregate Limits (Insuring Agreement II):	$100,000,000.00
ITEM 5.	Limit of Liability (Insuring Agreement II):	$20,000,000.00 PART OF $100,000,000.00
ITEM 6.	Aggregate Limit of Liability (Insuring Agreement II):	$20,000,000.00 PART OF $100,000,000.00
ITEM 7.	Notice of Occurrence (Conditions 4) to: C.V. Starr & Co.	THREE EMBARCADERO CENTER SAN FRANCISCO, CALIFORNIA 94111

INSURING AGREEMENTS

I. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

(a) imposed upon the Assured by law,

or

(b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured while acting in his capacity as such.

for damages, direct or consequential and expenses on account of:

(i) Personal injuries, including death at any time resulting therefrom,

(ii) Property damage,

(iii) Advertising liability,

caused by or arising out of each occurrence happening anywhere in the World, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Schedule, (hereinafter called the "Underlying Umbrella Insurers").

Attached to and forming part of Policy No. 6680-2359

Issued to: HYATT CORPORATION/MARMON GROUP, INC.

Dated: SEPTEMBER 9, 1981

☒ GRANITE STATE INSURANCE COMPANY

☐ NEW HAMPSHIRE INSURANCE COMPANY

C.V. STARR & COMPANY
Underwriting Managers

By .....

P-431

MARGRP CDA dm - 0699

LS 003439

December 23, 19

Leslie H. Cook, Inc.
Swett & Crawford Group
a subsidiary of The Continental Corporation

120 South Riverside Plaza
Suite 900
Chicago, Illinois 60606
Telephone: (312) 346-7576
Telex: 25-4213
Cable: LESCOOK CGO

Mr. Joseph Walsh
The Marmon Group, Inc.
39 S. LaSalle Street
Chicago, Illinois 60603

Mr. Robert Duty
H.G. Incorporated
Hyatt Corporation
9700 W. Bryn Mawr
Rosemont, Illinois 60018

RECEIVED
DEC 31 1981
RISK MANAGEMENT

Re: Notice of Intention Not to Renew

Policy # HI 149635
Coverage Excess Umbrella Liability
Currency Period December 15, 1980 to February 1, 1982

Please take notice that the above insurance issued to you by Harbor Insurance Company and which expires as indicated above, will not be renewed by the Company. The reasons for non-renewal are as follows:

No commitment for renewal of same or similar coverage can be made in the absence of full current underwriting information.

Please contact your broker.

Very truly yours,

HARBOR INSURANCE COMPANY

Vern Huddleston, CPCU
Vice President

VH: tc

CC: Ms. Nancy Aque
Marsh & McLennan, Inc.
222 S. Riverside Plaza
Chicago, Illinois 60606

MARGRP CDA dm - 0700

LS 003440

Leslie H. Cook, Inc.
Swett & Crawford Group
a subsidiary of The Continental Corporation

120 South Riverside Plaza
Suite 900
Chicago, Illinois 60606
Telephone: (312) 346-7576
Telex: 25-4213
Cable: LESCOOK CGO

H. G. INCORPORATED, ET AL.
THE MARMON GROUP, ET AL.

CERTIFIED TRUE COPY

I hereby certify that the attached policy jacket, declarations pages and Endorsement 1 through 8 are a true copy of Harbor Insurance Company Policy Number HI 149635.

John W. Muldoon
Vice President - Branch Manager

November 23, 1981

MARGRP CDA dm - 0701

Harbor Insurance Company

HOME OFFICE: 4201 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90010

MARGRP CDA dm - 0702

HO 8001 (REV 2-78)

LS 003442

No. ◇ HI 149635

RENEWAL OF	REWR OF	PRODUCER
NEW		MARSH & MC LENNAN, INC.

PRODUCERS %	PRODUCER S COMM	NET DUE FROM PRODUCERS	EXTRA COPIES
10	$675.00	$6,075.00	2 BROKER ____ COUNTERSIGNATURE ____ REINSURANCE ____ ____ TO ____

PREMIUM	CO. CODE		S&C COMM %	NET PAYABLE	AUDIT
$6,750.00	1510 0000		NIL	$6,750.00	☐ A. ☐ S. ☐ Q. ☐ M. ☒ N. MONTH DUE

BRANCH	PRODUCER	TRANS.	STATE	BY	RENEWED BY	HOME OFFICE AUDIT CONTROL CARD MADE?
22	5467	F	53	LJC/PB 2-11-81		☐ YES ☐ NO

DECLARATIONS

INSURED'S NAME: 1) H. G. INCORPORATED, ET AL
2) THE MARMON GROUP, INC., ET AL

INSURED'S ADDRESS: 1) 9701 W. HIGGINS ROAD, ROSEMONT, ILL. 60018
2) 39 S. LA SALLE STREET, CHICAGO, ILL. 60603

LOSS

TYPE OF COVERAGE	EXCESS UMBRELLA LIABILITY
AMOUNT OR LIMITS	$10,000,000 PART OF $100,000,000 EXCESS OF $100,000,000 COMBINED SINGLE LIMIT

INFORMATION HERE ABBREVIATED IN EVENT OF INCONSISTENCY WITH WORDINGS AND/OR ENDORSEMENTS ATTACHED HERETO. SAID WORDINGS AND/OR ENDORSEMENTS PREVAIL.

	FROM:	TO:	TERM:
POLICY PERIOD	DECEMBER 15, 1980	FEBRUARY 1, 1982	

12:01 A.M. STANDARD TIME ☐ AT THE ADDRESS OF THE INSURED ☐ AT THE LOCATION OF THE PROPERTY

FORMS ATTACHED: HU 6096 PLUS END. NOS. 1 THROUGH 8.

PRO RATA FLAT PREMIUM	TOTAL
$6,750.00	$6,750.00

ORO: COPY OF APPLICATIONS AND LEAD UMBRELLA POLICIES ATTACHED.
P/R $6,000. FLAT ANNUAL

Harbor Insurance Company

By ____
AUTHORIZED REPRESENTATIVE

DATED AT CHICAGO, ILLINOIS THIS 11TH DAY OF FEB., 1981

No. ◇ HI 149635

MARGRP CDA dm - 0703

HU 8000-7 (5/78)

UNDERWRITING COPY

LS 003443

The Company hereby agrees with the Insured named in the Declarations made a part of this policy (hereof), in consideration of the payment of the premium and in reliance upon the statements in the Declarations, to provide insurance to the Insured in accordance with the terms stated in the Declarations and in the documents attached hereto and incorporated in 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.

Secretary

President

UNDERWRITING COPY

ENDORSEMENT NO 8.

INSURED H. G. INCORPORATED, ET AL
THE MARMON GROUP, INC., ET AL

PRODUCER MARSH & MC LENNAN, INC.

POLICY OR CERTIFICATE NO HI 149835

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS FEBRUARY 1, 1981

TYPE OF COVERAGE EXCESS UMBRELLA LIABILITY

REFER NO

IT IS UNDERSTOOD AND AGREED THAT ITEM 2. OF THE DECLARATIONS POLICY FORM HU 6096 IS AMENDED IN PART AS FOLLOWS:

1) H. G. INCORPORATED, ET AL

LIMITS	COMPANY
$25,000,000 EXCESS PRIMARY	NESCO

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED AT CHICAGO, ILLINOIS THIS 11TH DAY OF FEB., 1981

BY _____
AUTHORIZED REPRESENTATIVE

MARGRP CDA dm - 0705

1003-7 (REV 2-78)

LS 003445

UNDERWRITING COPY

ENDORSEMENT NO 7.

INSURED H. G. INCORPORATED, ET AL
THE MARMON GROUP, INC., ET AL

PRODUCER MARSH & MC LENNAN, INC.

POLICY OR CERTIFICATE NO. HI 149635

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS DECEMBER 15, 1980

TYPE OF COVERAGE EXCESS UMBRELLA LIABILITY

REFER NO

IN CONSIDERATION OF THE PREMIUM FOR WHICH THIS POLICY IS WRITTEN IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS 10% PART OF 100% OF THE LIMITS OF LIABILITY STATED IN ITEM NOS. 5 AND 6 OF THE DECLARATIONS AND THE LIABILITY OF THIS COMPANY IS LIMITED TO THE SAME PROPORTION, NAMELY, 10% OF ANY LOSS HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE WITH THE FOLLOWING INSURERS FOR THE PERCENTAGE OF THE LIMITS OF LIABILITY STATED IN ITEM NOS. 5 AND 6 OF THE DECLARATIONS:

COMPANY	PERCENTAGE
LEXINGTON INSURANCE COMPANY	20% OF 100%
GRANITE STATE INSURANCE COMPANY	20% OF 100%
INTEGRITY INSURANCE COMPANY	6% OF 100%
EXCESS INSURANCE COMPANY	5% OF 100%
WESTERN WORLD INSURANCE COMPANY	3% OF 100%
EMPLOYERS MUTUAL CASUALTY COMPANY	10% OF 100%
FIREMAN'S FUND INSURANCE COMPANY	10% OF 100%
CONTINENTAL INSURANCE COMPANY	5% OF 100%
TUDOR INSURANCE COMPANY	1% OF 100%
OLD REPUBLIC INSURANCE COMPANY	10% OF 100%

HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THIS COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH THE SAID CONDITION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED AT CHICAGO, ILLINOIS THIS 11TH DAY OF FEB., 1981

BY _____
AUTHORIZED REPRESENTATIVE

1033-7 (REV. 2-79)

MARGRP CDA dm - 0706

LS 003446

ENDORSEMENT NO 6.

INSURED H. G. INCORPORATED, ET AL
THE MARMON GROUP, INC., ET AL

PRODUCER MARSH & MC LENNAN, INC.

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS DECEMBER 15, 1980

POLICY OR CERTIFICATE NO. HI 149335

TYPE OF COVERAGE EXCESS UMBRELLA LIABILITY

REFER NO

IT IS UNDERSTOOD AND AGREED THAT ITEM 2. OF THE DECLARATIONS POLICY FORM HU 6095 IS COMPLETED AS FOLLOWS:

1) H. G. INCORPORATED, ET AL

LIMITS	COMPANY
$ 5,000,000 EXCESS PRIMARY	LONDON
$20,000,000 XS $ 5,000,000	NESCO
$25,000,000 XS $25,000,000	INSCO
$25,000,000 XS $50,000,000	COLUMBIA CASUALTY
$10,000,000 PART OF $25,000,000 XS $75,000,000	HIGHLANDS
$10,000,000 PART OF $25,000,000 XS $75,000,000	CHUBB
$ 5,000,000 PART OF $25,000,000 XS $75,000,000	PINETOP

2) THE MARMON GROUP, INC., ET AL

LIMITS	COMPANY
$10,000,000 EXCESS PRIMARY	INTERNATIONAL INS. CO.
$15,000,000 XS $10,000,000	FIRST STATE
$10,000,000 PART OF $25,000,000 XS $25,000,000	HIGHLANDS
$15,000,000 PART OF $25,000,000 XS $25,000,000	TRANSIT CASUALTY
$10,000,000 PART OF $50,000,000 XS $50,000,000	COLUMBIA CASUALTY
$10,000,000 PART OF $50,000,000 XS $50,000,000	NORTHBROOK EXCESS & SURPLUS
$10,000,000 PART OF $50,000,000 XS $50,000,000	ALLIANZ
$10,000,000 PART OF $50,000,000 XS $50,000,000	AMERICAN INTERNATIONAL
$ 5,000,000 PART OF $50,000,000 XS $50,000,000	AMERICAN REINSURANCE
$ 5,000,000 PART OF $50,000,000 XS $50,000,000	FEDERAL

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED AT CHICAGO, ILLINOIS THIS 11TH DAY OF FEB., 1981

BY _____
AUTHORIZED REPRESENTATIVE

1003-7 (REV. 3-78)

MARGRP CDA dm - 0707

LS 003447

UNDERWRITING COPY

ENDORSEMENT NO 5.

INSURED H. G. INCORPORATED, ET AL
THE MARMON GROUP, INC., ET AL
PRODUCER MARSH & MC LENNAN, INC.
THE EFFECTIVE DATE OF THIS ENDORSEMENT IS DECEMBER 15, 1980
TYPE OF COVERAGE EXCESS UMBRELLA LIABILITY

POLICY OR CERTIFICATE NO HI 149635
REFER NO.

IT IS UNDERSTOOD AND AGREED THAT THE NAMED INSURED, ITEM 1. OF THE DECLARATIONS POLICY FORM HU 6096 IS COMPLETED AS FOLLOWS:

1) H. G. INCORPORATED, HYATT CORPORATION, ELSINORE CORPORATION FOUR QUEENS INCORPORATED, AND/OR ALLIED, AFFILIATED, ASSOCIATED OR SUBSIDIARY COMPANIES, PARTNERSHIPS AND TRUSTS AS THEY NOW EXIST, IRRESPECTIVE OF THE FIRST NAME, TRADE NAME OR TRADE STYLY UNDER WHICH ANY OF THE FOREGOING ENTITIES OPERATE.

   NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO THE FOLLOWING ENTITIES:

   1) HYATT MEDICAL ENTERPRISES INCORPORATED.
   2) ELSTERS INCORPORATED, ELSTERS SALES OF CANADA, LANCO SUPREME A DIVISION OF ELSTERS INCORPORATED.
   3) HYATT REGENCY PHOENIX.
   4) ORLANDO HYATT HOUSE.
   5) KUILIMA HYATT.
   6) PITTSBURGH HYATT.
   7) QUEEN MARY HYATT (EXCEPT WITH RESPECT TO AUTOMOBILE LIABILITY).

AND ALL ALLIED, AFFILIATED, ASSOCIATED OR SUBSIDIARY COMPANIES, PARTNERSHIPS AND TRUSTS THEREOF.

2)
1. THE MARMON GROUP, INC.
2. MARMON INDUSTRIES, INC.
3. ALTAMIL CORPORATION.
   A) AMERICAN BOX COMPANY.
   B) FONTAINE TRUCK EQUIPMENT COMPANY.
   C) ALUMINUM FORGE COMPANY.
4. ALL DIVISIONS, SUBSIDIARIES AND AFFILIATED COMPANIES OVER WHICH THE NAMED INSURED ASSERTS FINANCIAL AND/OR OPERATIVE CONTROL, EXCLUDING THE FOLLOWING:
   A) FETTEROLF COAL & CONSTRUCTION, INC.
   B) M. F. FETTEROLF COAL CO., INC.
   C) M. F. LAND COMPANY, INC.
   D) CERRO MINING COMPANY OF CANADA LIMITED.
   E) G. M. & W. COAL CO.

(CONTINUED)

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED AT CHICAGO, ILLINOIS THIS 11TH DAY OF FEB., 1981

BY _____
AUTHORIZED REPRESENTATIVE

MARGRP CDA dm - 0708

UNDERWRITING COPY

ENDORSEMENT NO 5. CONT.

INSURED H. G. INCORPORATED, ET AL
THE MARMON GROUP, INC., ET AL

PRODUCER MARSH & MC LENNAN, INC.

POLICY OR CERTIFICATE NO. HI 149635

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS DECEMBER 15, 1980

TYPE OF COVERAGE EXCESS UMBRELLA LIABILITY

REFER NO.

F) JAMES M. STOTT COAL CO.
G) PENN POCAHANTAS COAL CO.
H) CALVERT COAL COMPANY.
I) THE HOUSING GROUP.

5. AMERICAN SAFETY EQUIPMENT.
6. CERRO MARMON COAL GROUP AND ALL SUBSIDIARIES ON FILE WITH THE UNDERWRITERS.
7. MACHINE PARTS CORPORATION.
8. PORTLAND GROVE COMPANY.
9. KEYSTONE PIPE & SUPPLY CO.
10. WERNER DIE & STAMPING CO.
11. MIDWEST TANNING.
12. CHICAGO MILL & LUMBER CO.
13. PICKROSE LIMITED.
14. TAMARAC UTILITIES, INC.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED AT CHICAGO, ILLINOIS THIS 11TH DAY OF FEB., 1981

BY _____
AUTHORIZED REPRESENTATIVE

1003-7 (REV 3-78)

MARGRP CDA dm - 0709

LS 003449

ENDORSEMENT NO. 4.

INSURED H. G. INCORPORATED, ET AL
THE MARMON GROUP, INC., ET AL

PRODUCER MARSH & MC LENNAN, INC.

POLICY NO. HI 149635

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS DECEMBER 15, 1980

TYPE OF COVERAGE EXCESS UMBRELLA LIABILITY

AIRCRAFT PRODUCTS EXCLUSION

IN CONSIDERATION OF THE PREMIUM AT WHICH THIS POLICY IS WRITTEN, IT IS HEREBY UNDERSTOOD AND AGREED THAT AS RESPECTS AIRCRAFT PRODUCTS THE COMPANY SHALL NOT HAVE THE DUTY TO INDEMNIFY, PAY ON BEHALF OF OR DEFEND ANY SUIT AGAINST ANY INSURED HEREUNDER ARISING OUT OF THE PRODUCTS HAZARD (INCLUDING COMPLETED OPERATIONS) OR GROUNDING LIABILITY.

"AIRCRAFT PRODUCTS" INCLUDES AIRCRAFT (INCLUDING MISSILES OR SPACECRAFT AND ANY GROUND SUPPORT OR CONTROL EQUIPMENT USED THEREWITH), AND ANY ARTICLE FURNISHED BY THE INSURED OR THEIR PREDECESSORS IN BUSINESS AND INSTALLED IN AIRCRAFT OR USED IN CONNECTION WITH AIRCRAFT OR FOR SPARE PARTS FOR AIRCRAFT, OR TOOLING USED FOR THE MANUFACTURE THEREOF, INCLUDING GROUND HANDLING TOOLS AND EQUIPMENT AND ALSO MEANS TRAINING AIDS, INSTRUCTION, MANUALS, BLUEPRINTS, ENGINEERING OR OTHER DATA, AND/OR ANY ARTICLE IN RESPECT OF WHICH ENGINEERING OR OTHER ADVICE AND/OR SERVICES AND/OR LABOR HAVE BEEN GIVEN OR SUPPLIED BY THE INSURED OR THEIR PREDECESSORS IN BUSINESS RELATING TO SUCH AIRCRAFT OR ARTICLES.

"PRODUCTS HAZARD" INCLUDES PERSONAL INJURY OR BODILY INJURY (AS IS PROVIDED BY THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED) AND PROPERTY DAMAGE ARISING OUT OF THE NAMED INSURED'S PRODUCTS OR RELIANCE UPON A REPRESENTATION OR WARRANTY MADE AT ANY TIME WITH RESPECT THERETO, BUT ONLY IF THE PERSONAL INJURY OR PROPERTY DAMAGE OCCURS AWAY FROM THE PREMISES OWNED BY OR RENTED TO THE NAMED INSURED AND AFTER PHYSICAL POSSESSION OF SUCH PRODUCTS HAS BEEN RELINQUISHED TO OTHERS.

"COMPLETED OPERATIONS" INCLUDES PERSONAL INJURY OR BODILY INJURY (AS IS PROVIDED BY THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED) 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, 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" INCLUDES 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.

"GROUNDING LIABILITY" MEANS THE WITHDRAWAL, AT OR ABOUT THE SAME TIME IN THE INTEREST OF SAFETY, OF ONE OR MORE AIRCRAFT FROM FLIGHT OPERATIONS BECAUSE OF A LIKE CONDITION OR SUSPICION THEREOF IN TWO OR MORE SUCH AIRCRAFT WHETHER SUCH AIRCRAFT SO WITHDRAWN ARE OWNED OR OPERATED BY THE SAME OR DIFFERENT PERSONS, FIRMS OR CORPORATIONS.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED AT CHICAGO, ILLINOIS THIS 11TH DAY OF FEB., 1981 BY_____
AUTHORIZED REPRESENTATIVE

HU 8216-5 (7-73)

UNDERWRITING COPY

MARGRP CDA dm - 0710

LS 003450

ENDORSEMENT NO 3.

INSURED H. G. INCORPORATED, ET AL
THE MARMON GROUP, INC., ET AL

PRODUCER MARSH & MC LENNAN, INC.

POLICY OR CERTIFICATE NO HI 149635

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS DECEMBER 15, 1980

TYPE OF COVERAGE EXCESS UMBRELLA LIABILITY

REFER NO

IT IS UNDERSTOOD AND AGREED THAT ALL PROVISIONS OF THIS POLICY WITH RESPECT TO CANCELLATION ARE HEREBY DELETED AND THE FOLLOWING SUBSTITUTED THEREFOR:

THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. IN THE EVENT THAT THE COMPANY OR ITS AUTHORIZED REPRESENTATIVE HAS ISSUED OR MAY ISSUE, AT THE REQUEST OF THE INSURED, CERTIFICATES OF NSURANCE AND/OR STATUTORY FILINGS AND/OR OTHER EVIDENCES OF INSURANCE (HEREINAFTER REFERRED TO AS CERTIFICATES) UNDER THIS POLICY WHICH CERTIFICATES REQUIRE THE COMPANY TO GIVE ADVANCE NOTICE OF CANCELLATION TO THE RECIPIENTS OF SUCH CERTIFICATES OR OTHERS, THEN THE INSURED, IF IT SHOULD ELECT TO CANCEL THIS POLICY, SHALL GIVE THE COMPANY NOT LESS THAN THE SAME ADVANCE NOTICE OF CANCELLATION AS IS REQUIRED TO BE GIVEN BY THE COMPANY UNDER SUCH CERTIFICATES AND IN DOING SO SHALL ALLOW THE COMPANY NOT LESS THAN THREE BUSINESS DAYS FOR THE PREPARATION AND MAILING OF SUCH NOTICES OF CANCELLATION TO THE RECIPIENT OF SUCH CERTIFICATES.

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 DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE, HOWEVER IN THE EVENT OF NON-PAYMENT OF ANY PREMIUM DUE AND PAYABLE TO THE COMPANY, THE COMPANY MAY CANCEL THIS POLICY BY SUCH WRITTEN NOTICE STATING WHEN BUT NOT LESS THAN TEN DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE. THE COMPANY SHALL MAINTAIN PROOF OF MAILING SUCH NOTICES ON A RECOGNIZED U.S. POST OFFICE FORM.

IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS INSURANCE CODE, WRITTEN NOTICE OF CANCELLATION BY THE COMPANY SHALL STATE THE REASONS THEREFOR.

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.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED AT CHICAGO, ILLINOIS THIS 11TH DAY OF FEB., 1981

BY _____
AUTHORIZED REPRESENTATIVE

1003-7 (REV 2-78)

ENDORSEMENT NO. 2.

INSURED H. G. INCORPORATED, ET AL
THE MARMON GROUP, INC., ET AL

PRODUCER MARSH & MC LENNAN, INC.

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS DECEMBER 15, 1980

TYPE OF COVERAGE EXCESS UMBRELLA LIABILITY

POLICY OR CERTIFICATE NO. HI 149635

REFER NO.

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF ANY ACT, ERROR OR OMISSION, OR BREACH OF DUTY OF ANY INSURED SUBJECT TO THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 OR AMENDMENTS THERETO WITH RESPECT TO THEIR DUTIES UNDER ANY PENSION OR EMPLOYEE BENEFIT PLANS.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED. HARBOR INSURANCE COMPANY

DATED AT CHICAGO, ILLINOIS THIS 11TH DAY OF FEB., 1981 BY _____
AUTHORIZED REPRESENTATIVE

HO 8606 7 (5-78)

MARGRP CDA dm - 0712

LS 003452

GU 8679a
(Ed. 10-59)

A&G 661a

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT NO. 1.

(BROAD FORM)

This endorsement, effective DEC. 15, 1980 (12:01 A.M., standard time), forms a part of policy No. HI 149635

issued to H. G. INCORPORATED, ET AL
THE MARMON GROUP, INC., ET AL

by HARBOR INSURANCE 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.

HARBOR INSURANCE COMPANY

BY: .....
Authorized Representative

MARGRP CDA dm - 0713

LS 003453

EXCESS UMBRELLA POLICY
DECLARATIONS

ITEM 1. Named Insured: H. G. INCORPORATED, ET AL
AND THE MARMON GROUP, INC., ET AL
(REFER END. NO. 5)

ITEM 2. Underlying Umbrella Policies: (REFER END. NO. 6)

ITEM 3. Underlying Umbrella Limits (Insuring Agreement 2): $100,000,000.00

ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement 2): $100,000,000.00

ITEM 5. Limit of Liability (Insuring Agreement 2): $10,000,000.00 PART OF $100,000,000.00

ITEM 6. Aggregate Limit of Liability (Insuring Agreement 2): $10,000,000.00 PART OF $100,000,000.00

ITEM 7. Notice of Occurrence (Condition 4) to: HARBOR INSURANCE COMPANY
4201 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90010

NAMED INSURED:

As stated in Item 1 of the Declaration forming a part hereof, and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

INSURING AGREEMENTS

1. COVERAGE.

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

(a) imposed upon the Insured by law;

or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages on account of:—

(i) Personal Injuries, including death at any time resulting therefrom;
(ii) Property Damage;
(iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, during the policy period and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by certain Insurance Companies, (hereinafter called the "Underlying Umbrella Insurers").

2. LIMIT OF LIABILITY — UNDERLYING LIMITS.

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective Ultimate Net Loss Liability as follows:—

$ (as stated in Item 3 of the Declaration) Ultimate Net Loss in respect of each occurrence, but

$ (as stated in Item 4 of the Declaration) in the aggregate for each annual period during the currency of this Policy separately in respect of Products and Completed Operations Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured,

and the Company shall then be liable to pay only the excess thereof up to a further
$ (as stated in Item 5 of the Declaration) Ultimate Net Loss in respect of each occurrence — subject to a limit of
$ (as stated in Item 6 of the Declaration) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products and Completed Operations Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

[illegible] PART OF POLICY NUMBER HI 149635

HARBOR INSURANCE COMPANY

DATED AT CHICAGO, ILLINOIS THIS 11TH DAY OF FEB., 1981

BY _____
(AUTHORIZED REPRESENTATIVE)

MARGRP CDA dm - 0714

LS 003454

CONDITIONS

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY.

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other Excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this 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 liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE.

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declaration prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof without reduction of coverage or except for any reduction of the aggregate limits contained therein solely by the payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy, [illegible]

3. CANCELLATION.

This Policy may be cancelled by the Named Insured or by the Company or its 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 its representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice, and the Insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or its representatives shall be equivalent to mailing.

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

In the event that the Company or its authorized representative has issued or may issue, at the request of the Insured, certificates of insurance and/or statutory filings and/or other evidences of insurance (hereinafter referred to as certificates) under this policy which certificates require the company to give advance notice of cancellation to the recipients of such certificates or others, then the Insured, if it should elect to cancel this policy, shall give the company not less than the same advance notice of cancellation as is required to be given by the company under such certificates and in doing so shall allow the company not less than three business days for the preparation and mailing of such notices of cancellation to the recipients of such certificates.

4. NOTICE OF OCCURRENCE.

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Declaration as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE.

If other valid and collectible insurance with any other Insurer is available to the Insured covering a loss also covered by this Policy, other than Insurance that is specifically stated to be 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.

6. SOLE AGENT.

The first Named Insured shall be deemed the sole agent of each and every Named Insured for the purposes of (1) giving notice of cancellation, either by the Company or the Named Insured, (2) giving instructions for changes in this policy, and (3) the payment of premiums or receipt of return premiums.

INTEGRITY INSURANCE COMPANY

ROCHELLE PARK, NEW JERSEY

(A STOCK COMPANY)

EXCESS LIABILITY POLICY

DECLARATIONS

PART 1.

Policy Number **XL** 201922 Previous Policy No. New

This page with "Policy Provisions — Part 2" Form XL-1000 completes this numbered Excess Liability Policy.

Item 1. The Marmon Group
NAMED INSURED
39 South LaSalle Street, Chicago, Illinois 60603
ADDRESS

Named Insured is ___ Partnership X Corporation ___ Joint Venture ___ Other

Item 2. Policy Period: From 12/15/80 To 2/1/82 12:01 A.M. Standard Time at the address in Item 1.

Item 3. Underlying Insurance:

Various Carriers on file with the Company.	- 100,000,000 each occ. and agg. in excess of the various primary insurance or self-insurance.
Umbrella Liability.	

Item 4. Limit(s) of Coverage Hereunder: 6,000,000 part of 100,000,000 each occ. and agg. in excess of the limits stated in Item #3 above.

Item 5. Premium: $4,075.00 flat charge. (Pro-Rata of $3,600.00 annual).

Item 6. Cancellation: 30 Days.

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.

Secretary President

Producer George F. Folkes, Inc.

Countersigned February 13, 1981

at Morristown, New Jersey 07960

By ___ Approved by ___
(Authorized Representative)

MANAGER'S COPY

MARGRP CDA dm - 0716

LS 003456

INTEGRITY INSURANCE COMPANY
PARAMUS, NEW JERSEY

Attached to and forming part of Policy Number XL 201922

Issued to The Marmon Group

by INTEGRITY INSURANCE COMPANY, Rochelle Park, New Jersey at its agency located

in (city & state) Morristown, New Jersey

Date of Endorsement 12/15/80

1. The "Cancellation of Policy or Insuring Agreement" or "Cancellation of Policy" provision of this Policy is amended as follows:

   A. Cancellation for Nonpayment of Premium:
   If the Insured fails to discharge when due, any of his obligations in connection with the payment of premiums or any installment of such premium, whether payable directly to this Company or its agent, this Policy may be cancelled by this Company only by mailing to the Insured at the last mailing address known by the Company written notice of cancellation at least 10 days prior to the effective date of cancellation.

   B. Cancellation of Policies in effect less than 181 days:
   If this Policy has been in effect less than 181 days, it may be cancelled by this Company, for any reason other than nonpayment of premium, only by mailing to the Insured at the last mailing address known by the Company written notice of cancellation at least 15 days prior to the effective date of cancellation.

   C. Cancellation of Policies in effect 181 days or more:
   If this Policy has been in effect 181 days or more, it may be cancelled by this Company, for any reason other than nonpayment of premium, only by mailing to the insured at the last mailing address known by the Company written notice of cancellation at least 30 days prior to the effective date of cancellation.

2. The following provision is added:

   Nonrenewal of Policy:

   If this Company elects not to renew this Policy, it shall mail to the Insured at the last mailing address known by the Company written notice of nonrenewal at least 30 days prior to the expiration date of this Policy.

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 12/15/80 to be attached to and hereby made a part of Policy No. XL 201922 issued to The Marmon Group

Endorsement No. 1

Date of Issue February 13, 1981

By

MARGRP CDA dm - 0717

LS 003457

INTEGRITY INSURANCE COMPANY
PARAMUS, NEW JERSEY

It is hereby agreed and understood that any coverage found under XL 203534 for Hyatt International Corporation will be excluded from coverage under this policy.

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 12/15/80 to be attached to and hereby made a part of Policy No. XL 201922 issued to The Marmon Group

Endorsement No. 2

Date of Issue October 22, 1981

By _____
Authorized Representative

ISX-9 (9-77)

MARGRP CDA dm - 0718

LS 003458

INTEGRITY INSURANCE COMPANY
ROCHELLE PARK, NEW JERSEY

(A STOCK COMPANY)

EXCESS LIABILITY POLICY

POLICY PROVISIONS—PART 2—FORM XL-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** in Item 1 of the Declarations as follows:

TERMS AND CONDITIONS

INSURING AGREEMENT

1. The Company hereby indemnifies the Insured against ultimate net loss in excess of and arising out of the hazards covered and as defined and in excess of the underlying insurance as shown in Item 3 of the Declarations (hereinafter referred to as "underlying insurance") but only up to an amount not exceeding the limit(s) shown in Item 4 of the Declarations.

2. Except as may be inconsistent with this Policy, the coverage provided by this Policy shall follow the insuring agreements, conditions and exclusions of the underlying insurance (whether primary or excess) immediately preceding the layer of coverage provided by this Policy, including any change by endorsements. The Company shall be notified of any change in coverage or premium in such underlying insurance and copies thereof shall be furnished to the Company upon request.

3. The limits of the underlying insurance shall be maintained in full effect during the currency of this Policy except for reduction of such limits by exhaustion of aggregate limits (if any) contained therein solely by payment of claims resulting from accidents or occurrences happening during the period thereof. Failure of the Insured to comply with the foregoing shall not invalidate this Policy but in the event of such failure the company shall be liable only to the extent that it would have been liable had the Insured complied therewith.

4. Unless aggregate limits are specifically stated in Items 3 and 4 of the Declarations, the coverage provided by this Policy applies only with respect to each accident or occurrence for limits in excess of the amount provided for same in the underlying insurance and does not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits (if any) in the underlying insurance.

5. If aggregate limits are specifically stated in Item 3 and 4 of the Declarations, this Policy will apply in excess of reduced underlying insurance provided such reduction in the underlying insurance is solely the result of accidents or occurrences happening after the inception date of this Policy. The Insured shall give the Company written notice as soon as possible of any reduction or exhaustion of such aggregate limit in the underlying insurance.

6. If more than one Insured is named in the Declarations such additional Insured(s) shall not have the effect of increasing the Company's limit of liability for each accident or occurrence stated in Item 4 of the Declarations.

PREMIUM

7. Premium due the Company for this excess insurance shall be that amount shown in Item 5 of the Declarations and is payable upon delivery of this Policy.

NOTICE OF LOSS

8. The Insured shall immediately advise the Company of any accident or occurrence which appears likely to result in liability under this Policy and of subsequent developments likely to affect the Company's liability hereunder. At no time shall the Company be called upon to assume charge of the settlement or defense of any claims made or suits brought or proceedings instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured or its underlying insurer or insurers, or both, in the control, defense and/or trial of any claims, suits or proceedings which, in the opinion of the Company, involves or appears reasonably likely to involve the Company. If the company avails itself of such right and opportunity, the Insured, any underlying insurer or insurers and the Company shall cooperate in the control, defense and/or trial of such claims, suits or proceedings, so as to affect a final determination thereof. Failure on the part of the Insured or the underlying insurer or insurers to cooperate shall relieve the Company, at its option, of liability under this Policy.

9. The Insured shall be solely responsible for the investigation, settlement, defense and final disposition of any claim made or suit brought or proceeding instituted against the Insured to which this Policy would apply and which no underlying insurer or insurers is obligated to defend. The Insured shall use due diligence and

LS 003459

prudence to settle all such claims and suits which in the exercise of sound judgment should be settled, provided, however, that the Insured shall not make or agree to any settlement for any sum, in excess of the underlying insurance, without the approval of the Company.

10. The Insured shall (a) cooperate with the underlying insurer or insurers, as required by the terms of the underlying insurance, (b) comply with all the terms and conditions thereof and (c) enforce any right of contribution or indemnity against any person or organization who may be liable to the Insured, because of liability with respect to which insurance is afforded under this Policy and the underlying insurance.

LOSS PAYABLE

11. The Company's obligation to pay any ultimate net loss and costs with respect to any accident or occurrence falling within the terms of this Policy shall not attach until the amount of the applicable underlying limit has been paid by or on behalf of the Insured on account of such accident or occurrence. The Insured shall make claim for any ultimate net loss and costs under this Policy within a period of not exceeding twelve (12) months after, (a) the Insured shall have paid ultimate net loss in excess of the underlying limit, with respect to any accident or occurrence, or (b) the Insured's obligation to pay such amounts shall have been finally determined, either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the company.

12. All losses covered by this Policy shall be due and payable by the Company within thirty (30) days after claim has been presented and proper proof of payment of ultimate net loss and costs has been submitted, all in accordance with the terms above.

ULTIMATE NET LOSS AND COSTS

13. Ultimate net loss, as used herein, shall be understood to mean the sums paid in settlement of losses for which the Insured is liable after making deductions for all recoveries, salvages and other insurances (other than recoveries under the underlying insurance, policies of co-insurance, or policies specifically in excess hereof), whether recoverable or not, and shall exclude all "Costs"

14. The word "costs", as used herein, shall be understood to mean interest on judgments, investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the Insured is not covered by the underlying insurance (excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the Insured, and (c) regular fees paid to counsel on general retainer.

15. Costs incurred by the Insured, with the written consent of the Company, shall be apportioned as follows:

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

(b) should such claim or suit be settled previous to going into court for not more than the underlying insurance limit or limits, then no Costs shall be payable by the Company.

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

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

(e) in the event a judgment is rendered in excess of the underlying insurance limit or limits and the underlying insurer or insurers elect to appeal such judgment, the duty of obtaining an appeal bond in regard to liability in execss of the underlying insurance limit or limits shall rest with the Insured and its underlying insurer or insurers.

SUBROGATION AND SALVAGE

16. All salvages, recoveries or payments recovered or received subsequent to a settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company, provided always that nothing in this clause shall be construed to mean that losses under this Policy are not recoverable until the Insured's ultimate net loss has been finally ascertained.

17. Inasmuch as this Policy is Excess Insurance, the Insured's right of recovery against any person cannot be exclusively subrogated to the company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other parties (including the Insured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any parties (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them, the company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly the parties (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the parties (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

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

TERM

19. This Policy applies only to accidents or occurrences happening between the effective and expiration dates shown in Item 2 of the Declarations, unless otherwise cancelled.

NUCLEAR INCIDENT EXCLUSIO

20. It is agreed that this Policy does not apply:

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

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

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

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

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

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

IV. As used herein:

"hazardous properties" include radioactive, t[illegible] 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 under paragraph (a) or (b) thereof; "nuclear facility" means

(a) any nuclear reactor,

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

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

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

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

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

21. This Policy may be cancelled by either party upon written notice, such notice to be not less than the number of days set forth in Item 6 of the Declarations. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate and if cancelled by the Company, adjustment shall be pro rata. However, in the event of cancellation or non-renewal of the underlying insurance immediately preceding this Policy, this Policy terminates as of the same date without notice to the insured. The Company may, however, cancel this Policy absolutely on five (5) days' notice for non-payment of premium due. Notice shall be given by the Insured to the Managers as indicated on the Declarations page of this policy and by the Managers to the Insured at the latter's address as shown in the Declarations. Notice by the Company to the first Named Insured, if more than one, shall be deemed notice to any other interests included as an Insured.

LS 003461

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 Company.

Secretary

President

MARGRP CDA dm - 0722

LS 003462

LEXINGTON INSURANCE COMPANY

Named Insured HYATT CORPORATION
9701 W.HIGGINS RD.
Address: ROSEMONT, ILLINOIS AND
MARMON GROUP, INC.
39 S. LASALLE STREET
CHICAGO, ILLINOIS 60603

Wilmington, Delaware
(A Stock Insurance Company)
Administrative Offices: 100 Summer Street,
Boston, Massachusetts

Following Form — Excess Liability Policy

I Insuring Agreements

The 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 hereof, 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 bodiliy 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 of Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

LEXINGTON INSURANCE CO. NY
Wilmington, Delaware
(A Stock Insurance Company)
Administrative Offices: 100 Summer Street, Boston, Mass

Named Insured HYATT CORPORATION
9701 W.HIGGINS RD.
Address: ROSEMONT, ILLINOIS AND
MARMON GROUP, INC.
39 S. LASALLE STREET
CHICAGO, ILLINOIS 60603

Policy No.: 552-10-44
DUPLICATE ORIGINAL
Renewal of No.:

DECLARATIONS — FOLLOWING FORM EXCESS LIABILITY POLICY

SECTION I — EXCESS INSURANCE

(a) Policy Period:
From: DECEMBER 15, 1980 To: FEBRUARY 1, 1982
12:01 a.m. Standard Time at the Address of the Insured stated herein.

(b) Coverage: EXCESS UMBRELLA LIABILITY

(c) Limits of Liability: $20,000,000 PART OF $100,000,000 EACH OCCURRENCE & AGGREGATE.

(d) Premium: $13,584.00

Minimum Premium: $13,584.00 Rating Base: FLAT Rate: N/A

Audit Period: N/A

SECTION II — UNDERLYING INSURANCE

(a) Underlying Policy: SEE ENDT. #1 Coverage: UMBRELLA LIABILITY

Policy No.: "

Policy Limit: "

Policy Period: 12-15-80/2-1-82

(b) Total limits of all underlying insurance including the underlying policy in excess of which this policy applies: $100,000,000 EACH OCCURRENCE AND AGGREGATE ON HYATT CORPORATION
$100,000,000 EACH OCCURRENCE AND AGGREGATE ON MARMON GROUP

Endorsements Made Part of this Policy:
1. UNDERLYING LIMITS
2. MINE LIMITATION ENDT.
3. X EL, OD, WORKER'S COMP ON COAL MINES

Countersigned On: 3-10-81 cf
At Boston, Massachusetts 02110

By: J S Cullinan
Authorized Representative

MARGRP CDA dm - 0724

23058 6 77

LS 003464

ENDORSEMENT #1

This endorsement, effective 12:01 a. M. 12-15-80 forms a part of

policy No 552-10-44 issued to HYATT CORPORATION/MARMON GROUP, INC.

by LEXINGTON INSURANCE COMPANY

It is understood and agreed that the underlying insurance programs apply separately for Hyatt Corporation and Marmon Group, Inc.

HYATT CORPORATION

Underlying Policy: Lloyds of London

Policy Limit: $5,000,000 each occurrence and aggregate excess of underlying.

MARMON GROUP, INC.

Underlying Policy: International Insurance Co.

Policy Limit: $10,000,000 each occurrence and aggregate excess of underlying.

All other terms and conditions remain unchanged.

J S. Culver

Authorized Representative

MARGRP CDA dm - 0725

LS 003465

ENDORSEMENT NO. 2

This endorsement, effective: 12:01 A.M. 12-15-80
Policy #552-10-44 Issued to HYATT CORPORATION/MARMON GROUP, INC.
By LEXINGTON INSURANCE COMPANY

MINE LIMITATION ENDORSEMENT

It is agreed that such insurance as is afforded by the policy arising out of the operation of mines 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 on this endorsement, means oil, gas water or other mineral substances, including any title, interest or estate herein, which on the time of the act or omissions causing loss of, injury to or destruction of such substances, 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.

2. It is agreed that this policy does not apply to any claim directly or indirectly arising out of, caused by, resulting from contributed to or aggravated by the subsidence, settling, sinking, slipping, falling away, shifting, arising, caving in, eroding, mud flow, tilting, collapse, or any other movement of the land or earth; if any of the foregoing emanates from an underground mine, whether active, inactive or abandoned, or operation while being conducted therein.

It is further agreed that this policy does not apply to any claim directly or indirectly caused by, resulting from, contributed to, or aggravated by water (including, but not limited to, contaminated or polluted water) from mining operations or operations incidental thereto.

3. Except insofar as coverage is availabe to the ipsured in the underlying insurance as set forth in schedule of underlying insurances of the policy, this policy shall not apply under coverage 1 (B) to:

   A. Injury to or destruction of any property arising out of:

MARGRP CDA dm - 0726

LS 003466

(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 (AA) grading of land, excavation, burrowing, filling or back-filling, tunneling, pile driving, coffer-dam work, or (BB) to moving, shoring, underpinning, raising or demolition or 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 mechnanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving or to injury to or destruction of property at any time resulting therefrom.

4. The policy does not apply to property damage caused by seepage, pollution or contamination unless:

   A. Such seepage, pollution or contamination is caused by accident and results in property damage during the period of the policy: or

   B. Subsequent to seepage, pollution, or contamination, an accident ensues which causes property damage during the period of the policy and then only for property damage proximately caused by such an accident.

5. The policy does not apply to liability for restoration, reclamation, back-filling, grading, planting, covering or their modification of mine workings, high walls, spoil banks, haulage ways or streams.

6. This policy does not apply to punitive or exemplary damages in relation to coal mines.

It is agreed that the policy does not apply to mining operations at any location other than that at which mining operation were being conducted at the inception of the policy unless the Insured has been notified the company of the commencement of such operations, and the company has issued an endorsement to the policy extending it to such operations.

authorized representative

ENDORSEMENT #3

This endorsement, effective 12:01 a. M. 12-15-80 forms a part of

olicy No 552-10-44 issued to HYATT CORPORATION/MARMON GROUP, INC.

y LEXINGTON INSURANCE COMPANY

It is understood and agreed that this policy shall not apply to Employers Liability, Occupational Disease Liability and/or Workers Compensation in relationship to coal mines.

All other terms and conditions remain unchanged.

J S Cullinan

Authorized Representative

MARGRP CDA dm - 0728

LS 003468

PRODUCER'S CODE | NAME AND LOCATION | PREVIOUS POLICY NUMBER | POLICY NUMBER

55 021 045 Marsh McI ıan New ? XLX- 143 o2 47

BLANKET EXCESS LIABILITY POLICY (FOLLOWING FORM)

FIREMAN'S FUND INSURANCE COMPANIES
MAIL ADDRESS SAN FRANCISCO CALIFORNIA

01 FIREMAN'S FUND INSURANCE COMPANY — SAN FRANCISCO, CALIFORNIA
18 THE AMERICAN INSURANCE COMPANY — PARSIPPANY NEW JERSEY
07 NATIONAL SURETY CORPORATION — CHICAGO, ILLINOIS
13 ASSOCIATED INDEMNITY CORPORATION — SAN FRANCISCO, CALIFORNIA
15 AMERICAN AUTOMOBILE INSURANCE COMPANY — CREVE COEUR, MISSOURI

07 Coverage is provided in the Company designated by number, a stock insurance Company (herein called the Company)

DECLARATIONS

ITEM 1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)

Hyatt Corporation/Marmon Group
(As per Endt. #1)
39 S. La Salle St.
Chicago, Il 60603

POLICY PERIOD:

ITEM 2. 12-15-80 (INCEPTION (MO. DAY YR.)) 2-1-82 (EXPIRATION (MO. DAY YR.))
12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

ITEM 3. LIMIT OF LIABILITY:

$. EACH OCCURRENCE
$ See Endt. #2 . AGGREGATE

ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY

$ 100,000,000. . EACH OCCURRENCE
$ 100,000,000. . AGGREGATE

ITEM 5. PREMIUM BASIS

$ Flat Charge

ITEM 6.

ADVANCE PREMIUM: $ 6,792.
ANNUAL MINIMUM PREMIUM: $ 6,000.

IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN $ 1,358. AS THE POLICY MINIMUM PREMIUM.

ITEM 7. SCHEDULE OF UNDERLYING INSURANCE:

As per Schedule on file with the Company

FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of 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

1. **Coverage.** To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. **Limit of Liability.** The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. **Policy Period.** This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

1. **Maintenance of Primary Insurance.** The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

(Continued on Page Two)

COUNTERSIGNATURE DATE: 9-22-81 dpx

COUNTERSIGNATURE OF AUTHORIZED AGENT
By: Robert J. Gallagher

5902—2-72

MARGRP CDA dm - 0729

LS 003469

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

A. 1. The Marmon Group, Inc.
2. Marmon Industries, Inc.
3. Altamil Corporation
   a) American Box Company
   b) Fontaine Truck Equipment Company
   c) Aluminum Forge Company

4. All Divisions, Subsidiaries and Affiliated Companies over which the Named Insured asserts Financial and/or Operative Control, excluding the following:

   a) Fetterolf Coal & Construction, Inc.
   b) M. F. Fetterolf Coal Co., Inc.
   c) M. F. Land Company, Inc.
   d) Cerro Mining Company of Canada Limited
   e) G. M. & W. Coal Co.
   f) James M. Stott Coal Co.
   g) Penn Pocamantas Coal Co.
   h) Calvert Coal Company
   i) The Housing Group

5. American Safety Equipment
6. Cerro Marmon Coal Group and all Subsidiaries on file with the underwriters
7. Machine Parts Corporation
8. Portland Grove Company
9. Keystone Pipe & Supply Co.
10. Werner Die & Stamping Co.
11. Midwest Tanning
12. Chicago Mill & Lumber Co.
13. Pickrose Limited
14. Tamarac Utilities, Inc.

B. H. G. Incorporated, Hyatt Corporation, Elsinore Corporation Four Queens Incorporation, and/or Allied, Affiliated, Associated or Subsidiary Companies, Partnerships and Trusts as they now exist, irrespective of the first name, trade name or trade style under which any of the foregoing entities operate.

POLICY NUMBER	INSURED	EFFECTIVE

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

PRESIDENT

PRODUCER
Marsh & McLennan Agency, Inc.

COUNTERSIGNATURE OF AUTHORIZED AGENT
By:

180001—1.65 SETS

MARGRP CDA dm - 0730

LS 003470

Endt. #2

It is agreed that Item #3, of the Declarations, Limit of Liability is completed to read as follows:

$10,000,000. each occurrence
$10,000,000. aggregate

which is quota share part of

$100,000.000. each occurrence
$100,000,000. aggregate

POLICY NUMBER	INSURED	EFFECTIVE

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

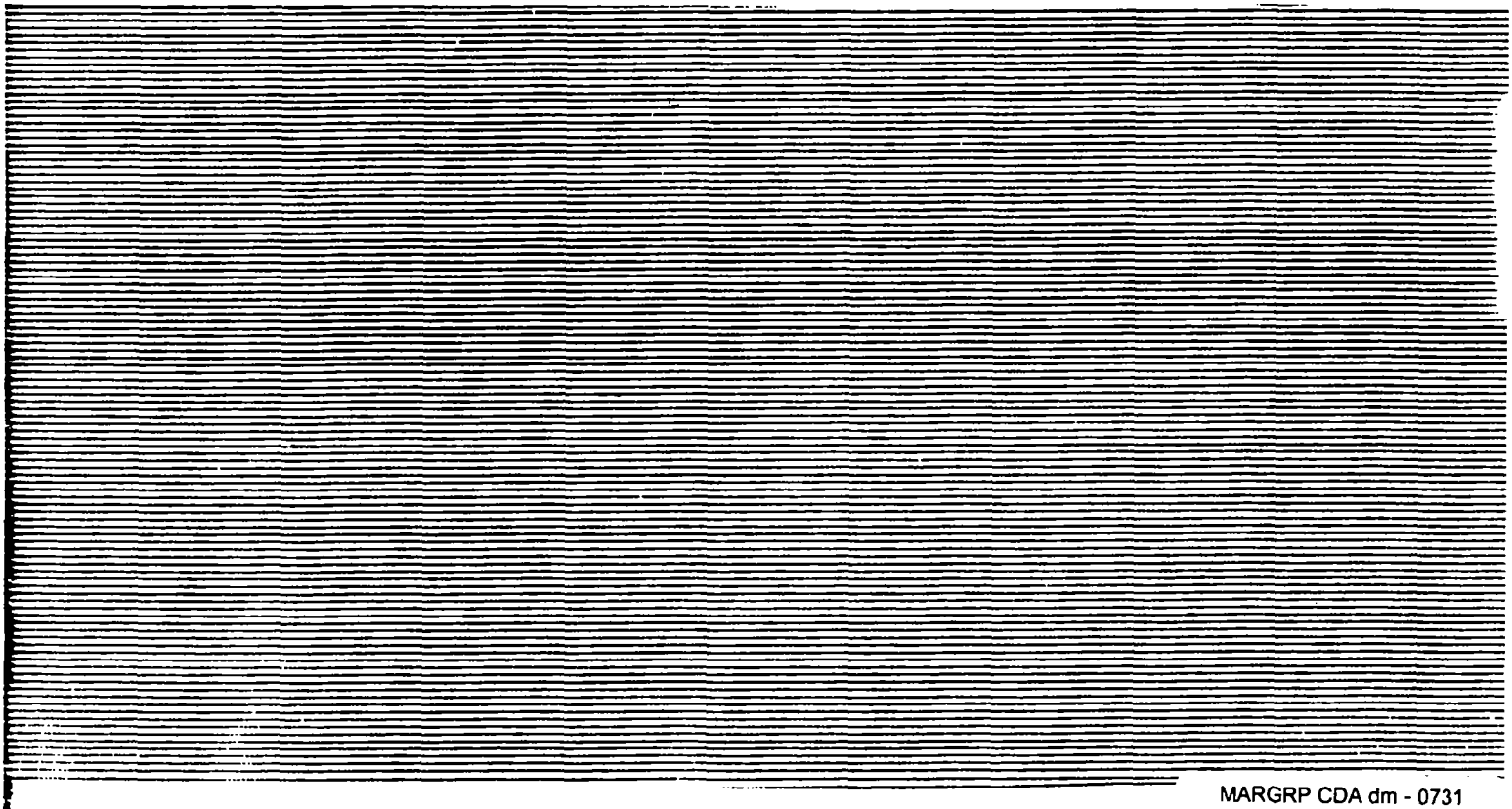
Myron du Bain
PRESIDENT

10-X

PRODUCER
Marsh & McLennan Agency, Inc.

By: _____
COUNTERSIGNATURE OF AUTHORIZED AGENT

180009—6-65 SETS



MARGRP CDA dm - 0731

LS 003471

ML 65 23 09

A STOCK COMPANY

certified copy not received

MULTI-LINE LIABILITY EXCESS POLICY

Puritan Insurance Company

ADMINISTRATIVE OFFICE

1515 Summer Street Stamford, Connecticut 06905

Name of Assured: Hyatt Corporation, Etal. and The Marmon Group, Inc., Etal.

Address: (See Endt. #1)

Type of Coverage: Excess Umbrella Liability

Limits of Liability: See GL-218 Attached Hereto

Term: Odd
Beginning at 12:01 A.M. on the 15th day of December 19 80
and ending at 12:01 A.M. on the 1st day of February 19 82
Standard time at the place of location of risks insured, and in accordance with terms and conditions of the form(s) attached and the Standard Clauses on the reverse side of this page.

Forms:
At time of issuance this Policy contains a 2 page insuring Form and Endorsements 1 through 4 inclusive. Standard Clause ____ shall not apply.

The Puritan Insurance Company, Stamford, Connecticut, (hereinafter called the Company), agrees with the assured named above, in consideration of the premium to be paid and subject to the limits of liability, exclusions, conditions and other terms of this policy, to provide insurance as set forth in the form(s) and endorsement(s) attached.

Premium:

	At Inception	1st Anniversary	2nd Anniversary
PREMIUM	$ 6,792.00	$ N/A	$ N/A
TOTAL	$6,792.00	N/A	N/A

IN WITNESS WHEREOF, this Company has executed and attended these presents; but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

William P. Thornton Jr.
Secretary

Ronald C. Aby
President

Dated at Chicago, Illinois.
this 29th day of May, 19 81 By Paul Rathman

ORIGINAL POLICY

ML-101 (5/78)

MARGRP CDA dm - 0732

LS 003472

STANDARD CLAUSES

1. NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD) The insurance afforded under any liability coverage of this Policy does not apply:

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

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

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

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

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

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

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

(a) any nuclear reactor,

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

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

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

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

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

2. This Policy shall not be assigned either in whole or part, without the written consent of the Company or it's duly authorized representative endorsed hereon.

3. This insurance is made and accepted subject to all the provisions, conditions and warranties set forth herein and in any forms or endorsements attached hereto, all of which are to be considered as incorporated herein, and any provisions or conditions appearing in any forms or endorsements attached hereto which alter the Policy provisions stated herein (except Clause 1) shall supersede such Policy provisions in so far as they are inconsistent therewith. Standard Clause 1 may not be amended.

4. This Policy may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Policy to the Company or its duly authorized representative. This Policy may also be cancelled, with or without the return or tender of the unearned premium, by the Company or its duly authorized representative in their behalf by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein, not less than 10 days' written notice stating when the cancellation shall be effective and in such case the Company shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by the Company hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Company or the Assured.

5. MISREPRESENTATION AND FRAUD. This policy shall be void if the Assured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the Assured touching any matters relating to the insurance or the subject thereof, whether before or after a loss.

6. COOPERATION BY ASSURED. The Assured 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.

7. TERMS USED IN ENDORSEMENTS. Wherever the word "Underwriters" appears in any endorsement attached to this Policy, the Company shown in the declarations shall be deemed substituted therefor.

8. SMALL AMOUNTS It is a condition of this policy that no additional premium will be charged nor return premium allowed when the amount involved does not exceed $2.00.

9 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.*

10. DECLARATIONS. By accepting this Policy the Assured agrees that the statements in all declarations and warranties made in connection with the insurance provided hereunder are his agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements between the Assured and the Company or any of its agents relating to this insurance.

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

GEORGIA EXCEPTION: The third line of Clause 4., is amended to read "30 days" in lieu of "10 days", except in the case of a policy issued to a commercial concern, in which case this line shall read "15 days" in lieu of "10 days".

MISSOURI EXCEPTION: The third line of Clause 4., is amended to read "30 days" in lieu of "10 days".

NEW YORK EXCEPTION: *It is agreed that the provisions of Clause 1., "Nuclear Incident Exclusion Clause—Liability-Direct (Broad) do not apply in New York with respect to Automobile* Bodily Injury and Automobile Property Damage Liability coverage afforded by this policy.

NO. CAROLINA & WISCONSIN EXCEPTION: Clause 9., is amended to read as follows: "The terms of this policy shall not be changed, except by endorsement issued to form a part of this Policy. Knowledge of the agent of the Company shall be knowledge of the Company, and any fact which breaches a condition of the policy and is known to the agent shall not void the policy or defeat a recovery thereon in the event of loss."

MARYLAND EXCEPTION: The third line of Clause 4., is amended to read "45 days" in lieu of "10 days".

MICHIGAN EXCEPTION: The third line of Clause 4., is amended to read "at the last address of the Assured known to the Company" in lieu of " at the Assured's address as shown herein".

OREGON EXCEPTION: The following clause is added, BANKRUPTCY OR INSOLVENCY: The bankruptcy or insolvency of the Assured shall not relieve the Insurer of its obligations under this Policy. If any person or his legal representative shall obtain final judgment against the Assured because of bodily injury or property damage caused by any vehicle drawn, propelled or operated by any motive power, and execution of such judgment is returned unsatisfied because of the bankruptcy, insolvency or other cause, or if such judgment is not satisfied within 30 days after it is rendered, such person or his legal representatives may recover from the Company the amount of such judgment, but not exceeding the limit of the policy applicable to the coverage involved.

WISCONSIN EXCEPTION: The following words are added to Clause 5., "if such concealment, misrepresentation or fraud either: a) was made with intent to deceive; or b) led to an increase in the risk or contributed to a loss hereunder." The third line of Clause 4., is amended to read "30 days" in lieu of "10 days".

MARGRP CDA dm - 0733

LS 003473

ILLINOIS AMENDATORY ENDORSEMENT
CANCELLATION PROVISIONS

It is hereby agreed and understood that the Cancellation Provisions of the policy to which this attaches are amended to read as follows:

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

This policy may be cancelled by the Company by mailing to the Named Insured at the last mailing address known by the Company, written notice stating when thereafter such cancellation shall be effective. If the policy is cancelled by the Company due to the failure of the Named Insured to discharge when due any of his obligations in connection with the payment of premium for this policy or any installment thereof, written notice of cancellation must be mailed at least ten (10) days prior to the effective date of such cancellation. However, if the policy is cancelled by the Company for any reason other than nonpayment of premium, written notice of cancellation must be mailed:

1. at least thirty (30) days prior to the effective date of cancellation if the policy has been in force for 181 days or more; or

2. at least fifteen (15) days prior to the effective date of cancellation if the policy has been in force for 180 days or less.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period.

If this policy is cancelled by the Named Insured, the Company will retain the customary short rate proportion of the premium for the period this policy has been in force. If this policy is cancelled by the Company, the Company will retain the pro rata proportion of the premium for the period this policy has been in force. The proportion of the premium retained will be subject, if previously agreed upon, to the applicable minimum premium charge. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium with such notice.

It is further agreed and understood that the following Condition is added to this Policy:

NON-RENEWAL: If the Company elects not to renew this policy, it shall mail to the Insured at the last mailing address known by the Company written notice of such non-renewal not less than thirty (30) days prior to the expiration date; provided that, notwithstanding the failure of the Company to comply with the foregoing provisions of this paragraph, this policy shall terminate:

1. on such expiration date, if

   (a) the Named Insured has failed to discharge when due any of his obligations in connection with the payment of premium for this policy, for the renewal thereof, or any installment of such premium, whether payable directly to the Company or its authorized representatives; or

   (b) the Company has by any means manifested its willingness to renew directly to the Named Insured; or

   (c) the Named Insured has notified the Company or its authorized representative that he does not wish this policy to be renewed; or

2. on the effective date of any other insurance policy procured by the Insured as a replacement for this policy.

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

NOTHING HEREIN CONTAINED SHALL BE HELD TO WAIVE, ALTER, VARY OR EXTEND ANY AGREEMENTS CONDITIONS OR TERMS OF THIS POLICY EXCEPT AS HEREIN STATED.

INFORMATION BELOW MUST BE COMPLETED IF THIS ENDORSEMENT IS ISSUED SUBSEQUENT TO ISSUANCE OF THE POLICY

THIS ENDORSEMENT FORMS PART OF POLICY NUMBER	ISSUED TO	DATE PREPARED	AND SHALL BE EFFECTIVE AT 12:01 A.M. STANDARD TIME
IL 65 23 09	Hyatt Corporation, Etal. & The Marmon Group, Inc., Etal.	5/29/81	December 12, 19 80

COUNTERSIGNED AT	SIGNED BY AUTHORIZED REPRESENTATIVE	AGENT CODE NO.
Chicago, Illinois.	Paul Pathman	

BSIS-P227

MARGRP CDA dm - 0735

LS 003475

EXCESS UMBRELLA LIAB"LITY

'''MED ASSURED. As stated in Item 1 of the Declarations forming a part hereof The Marmon Group, Inc., Etal. & Hyatt Corporation, Etal.

and/or subsidiary, associated, affiliated companies owned or controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

INSURING AGREEMENTS

I. **COVERAGE**

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

(a) imposed upon the Assured by law, or

(b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages, direct or consequential and expenses on account of:

(i) Personal Injuries, including death at any time resulting therefrom,

(ii) Property Damage,

(iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella policies stated in Item 2 of the Declarations and issued by Various as on file with Company

(hereinafter called the "Underlying Umbrella Insurers").

II LIMIT OF L'ABILITY—UNDERLYING LIMITS

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

$ (as stated in Item 3 of the Declarations) ultimate net loss in respect each occurrence, but

$ (as stated in Item 4 of the Declarations) 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 employee of the Assured.

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

$ (as stated in Item 5 of the Declarations) ultimate net loss in all 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 separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employee of the Assured.

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 Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the 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 Assured for liability in respect of such personal injury or property damage without payment of additional premium.

2. **MAINTENANCE OF UNDERLYING UMBRELLA**

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that 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 during the period of this policy.

3. **CANCELLATION**

This policy may be cancelled by the Named Assured or by the Company or its 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 its representatives to the Named Assured 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 Assured or by the Company shall be equivalent to mailing.

If this policy shall be cancelled by the Named Assured, 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 Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Assured 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 claim hereunder, shall not prejudice such claims.

5. **OTHER INSURANCE**

If other valid and collectible insurance with another insurer is available to the Assured 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.

DECLARATIONS

ITEM 1. NAMED ASSURED The Marmon Group, Inc., Etal. & Hyatt Corporation, Etal.

ITEM 2. Underlying Umbrella policies Various as on file with Company

ITEM 3. Underlying Umbrella Limits
(Insuring Agreement II): $100,000,000. Personal Injury/Property Damage CSL Excess of Underlying or Self Insured Retention-Hyatt Corp. & $100,000,000 Personal Injury/Property Damage

ITEM 4. Underlying Umbrella Aggregate Limits CSL Excess of Underlying or SIR-The MarmonGroup, Inc., Etal.
(Insuring Agreement II): $100,000,000. Personal Injury/Property Damage CSL Excess of Underlying or Self Insured Rention-Hyatt Corp. & $100,000,000 Personal Injury/

ITEM 5. Limit of Liability Property Damage CSL EXcess of Underlying or SIR-The Marmon Group, Inc.
(Insuring Agreement II): $10,000,000. Personal Injury/Property Damage part of $100,000,000. Personal Injury/Property Damage CSL

ITEM 6. Aggregate Limit of Liability
(Insuring Agreement II): $10,000,000. Personal Injury/Property Damage part of $100,000,000. Personal Injury/Property Damage CSL

ITEM 7. Notice of Occurrence
(Condition 4) to: Baccala & Shoop

STATE EXCEPTIONS

MARYLAND: Condition 3., CANCELLATION, is amended as follows: The words, "thirty (30) days" are deleted and replaced by the words, "forty-five (45) days".
Condition 6., NON-RENEWAL, is added as follows: "If the Company intends not to renew, the Company shall deliver or send by mail to the Assured, written notice of its intent not to renew at least forty-five (45) days prior to the expiration of the policy."

MICHIGAN: Condition 3., CANCELLATION, is amended as follows: The words, "the address shown in this policy" are deleted and replaced by the words, "the last address of the Assured known to the Company".
Condition 4., NOTICE OF OCCURRENCE, is amended by the addition of the following subparagraphs: "a) Notice of an occurrence by the Assured or on behalf of the Assured to the Company's authorized representative shall be considered as notice to the Company; and b.) Failure by the Assured to give the Company or its authorized representative notice of an occurrence within any time specified in this policy will not invalidate any claim made by the Assured, if the Assured shows that it was not reasonably possible to give such notice within that prescribed time and that notice was given as soon as was reasonably possible."
Condition 6., BANKRUPTCY AND INSOLVENCY, is added as follows: "The insolvency or bankruptcy of the Assured will not relieve the Company of its liability for injury sustained or loss occasioned during the term of this policy. In the event execution of judgment against the Assured is returned unsatisfied because of such insolvency or bankruptcy, then the injured party or his legal representative(s) may maintain such action against the Company for the amount of the judgment, not to exceed the limits of liability stated in this policy."

NEW YORK: The definition of NAMED ASSURED, is amended by the addition of the following words: "and/or officer, directors, stockholders, partners of the Assured while acting within the scope of their duties as such and of which prompt notice has been given to the Company."
The section entitled, EXCLUSIONS, is added as follows: "This policy shall not apply—1. to any liability arising out of the violation of any statute, law or regulation prohibiting discrimination or humiliation because of race, color, creed or national origin; 2. to the liability of the Assured hereunder for any loss, damage or expense caused intentionally by or at the direction of the Named Assured."

ATTACHED TO AND FORMING A PART OF POLICY ML 65 23 09

ISSUED TO The Marmon Group, Inc. & Hyatt Corporation, Etal.

DATED AT Chicago, Illinois. BY Paul Rathman
Authorized Representative

MARGRP CDA dm - 0737

GL 218(11/76)

LS 003477

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:

Hyatt Corporation, Etal.
Address: 9701 W. Higgins Road
Rosemont, Illinois. 60018

The Marmon Group, Inc., Etal.
Address: 39 South LaSalle St.
Chicago, Illinois. 60603

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS 12/15/80 AT CHICAGO, ILLINOIS
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF ML 65 23 09

ISSUED TO: Hyatt Corp./Marmon Group., Etal.

BROKER/AGENT: Marsh & McLennan
ADDRESS: 222 S. Riverside Plaza
Chicago, Illinois. 60606

DATE OF ISSUE: 5/29/81 BY mr END NO. 1

BY Paul Rathman
BACCALA & SHOOP

BSIS 70 -805

MARGRP CDA dm - 0738 LS 003478

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 12/15/80 AT CHICAGO, ILLINOIS
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF ML 65 23 09

ISSUED TO: Hyatt Corp, Etal. & The Marmon Group, Inc., Etal.

BROKER/AGENT: Marsh & McLennan
ADDRESS: 222 S. Riverside Plaza
Chicago, Illinois. 60606

DATE OF ISSUE: 5/29/81 BY mr END NO. 2

BY Paul Rathman
BACCALA & SHOOP

BSIS 70-834

MARGRP CDA dm - 0739

LS 003479

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 12/15/80 AT CHICAGO, ILLINOIS
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF ML 65 23 09

ISSUED TO: Hyatt Corp, Etal. & The Marmon Group, Inc., Etal.

BROKER/AGENT: Marsh & McLennan
ADDRESS: 222 S. Riverside Plaza
Chicago, Illinois. 60606

DATE OF ISSUE: 5/29/81 BY mr END NO. 3

BY Paul Patterman
BACCALA & SHOOP

BSIS 70-877

MARGRP CDA dm -0740

LS 003480

CANCELLATION AMENDATORY ENDORSEMENT

This policy may be cancelled by the Named Assured by surrender thereof to the Company or any of its representatives or by mailing to the Company or its representatives written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company or its representatives by sending by registered mail notice to Named Assured stating when, not less than Sixty (60) days thereafter, cancellation shall be effective. The mailing of notice as Assured at the address shown in this policy shall be sufficient proof of notice, and 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 Assured or by the Company or its respective representatives shall be equivalent to mailing.

It is agreed that irrespective of any other items or conditions contained in this policy or endorsements attached thereto, this policy may be cancelled by the Company or its representatives for non-payment of any unpaid portion of the premium by delivering to the Named Assured or by sending to the Named Assured by registered mail, at the Named Assured's address as shown herein, not less that ten days' written notice stating when the cancellation shall be effective.

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

The Effective Date of this Endorsement is 12/15/80 At Chicago, Illinois.
All other terms and conditions remain unchanged.
This endorsement is attached to and made a part of ML 65 23 09

Issued To: Hyatt Corp, Etal. & The Marmon Group, Inc., Etal.

Broker/Agent: Marsh & McLennan
Address: 222 S. Riverside Plaza
Chicago, Illinois. 60606

Date Of Issue: 5/29/81 By mr End No. 4

By Paul Pothman
BACCALA & SHOOP INSURANCE SERVICES

certified copy not received.

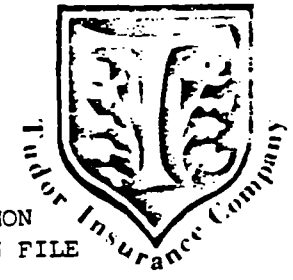
EXCESS LIABILITY POLICY

LE 53008

NEW
RENEWAL OF NUMBER

Tudor INSURANCE COMPANY
KEENE, NEW HAMPSHIRE

STOCK COMPANY



DECLARATIONS

Item 1. NAMED INSURED AND ADDRESS

HYATT CORPORATION AND THE MARMON GROUP ETAL (AS PER SCHEDULE ON FILE WITH THE COMPANY)
9701 W. HIGGINS ROAD
ROSEMONT, ILLINOIS

Policy Period: 12:01 A.M. Standard Time at the Address of the Named Insured as Stated Herein.

From: MO. DAY YR. 12/15/80 To: MO. DAY YR. 12/15/81

Item 2. PRIMARY OR UNDERLYING INSURANCE - DESCRIPTION OF COVERAGE

100,000,000 per occurrence / 100,000,000 aggregate
UMBRELLA LIABILITY INSURANCE EXCESS OF PRIMARY INSURANCE AS PER SCHEDULE ENDORSEMENT #1
ATTACHED.

Item 3. EXCESS COVERAGE AFFORDED BY THIS POLICY

1,000,000 per occurrence / 1,000,000 aggregate PART OF
100,000,000 per occurrence / 100,000,000 aggregate EXCESS OF UNDERLYING INSURANCE
DESCRIBED IN ITEM 2 ABOVE.

Item 4. PREMIUM

$600.00 FLAT

TU 22(1/80), TU 88(1/80), END'T #1, END'T #2

131A. Ramsey, NJ
2/26/81 par

Countersigned by _____
Authorized Representative

FORM NO. 80-TU-7976

MARGRP CDA dm - 0742

INSURED

LS 003482

TUDOR INSURANCE COMPANY

KEENE, NEW HAMPSHIRE
(A stock company, herein called the company)

The Company agrees with the Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and subject to all of the terms of this policy, as follows:

INSURING AGREEMENTS

As respects accidents or occurrences, whichever is applicable, taking place during the period of this policy, the Company agrees to afford the Insured such additional insurance as the underlying insurers specified in the Declarations would afford the Insured by increasing the underlying limit(s) set forth under Item 2 of the Declarations to the limit(s) set forth under Items 2 and 3 of the Declarations combined provided that it is expressly agreed that liability shall attach to the Company:

(a) only after the underlying insurers have paid or have been held liable to pay the full amount of the said underlying limit(s) for damages which occur during each annual period of this policy, and

(b) only as respects such additional amounts in excess thereof as would be payable by the underlying insurers if the said underlying limit(s) was amended as aforesaid, and

(c) in no greater amount than the limit(s) set forth under Item 3 of the Declarations ultimate net loss as respects each accident or occurrence, whichever is applicable, taking place during the period of this policy; subject to the limit(s) set forth under Item 3 of the Declarations ultimate net loss in the aggregate for which an aggregate limit of liability applies in the underlying insurance(s) for each annual period of this policy.

DEFINITIONS

1. **Ultimate Net Loss.** The term "ultimate net loss" shall mean the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy(ies) of the underlying insurers.

   Ultimate net loss shall exclude all interest accruing after entry of judgement, costs and expenses.

2. **Each Annual Period.** The term "each annual period" shall mean each consecutive period of one year commencing from the inception date of this policy.

CONDITIONS

1. **Maintenance of Underlying Insurance(s).** It is a condition of this policy that the underlying insurance(s) referred to under Item 2 of the Declarations shall be maintained in full effect during the period of this policy without reduction of limit(s), except for reduction of the aggregate limit(s) contained therein solely by payment of damages for accidents or occurrences, whichever is applicable, during each annual period of this policy as defined herein.

   If the underlying insurance(s) is terminated during the period of this policy, the effective date of termination of the said underlying insurance(s) shall be the end of the period of this policy.

   This policy is subject to the same warranties, terms, exclusions and conditions (except as otherwise provided herein) as are contained in or as may be added to the underlying insurance(s) prior to the happening of an accident or occurrence, whichever is applicable, for which claim is made hereunder.

2. **Premium.** The Insured shall pay premium to the Company as specified in the Declarations.

   Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as follows. If the earned premium thus computed is more than the advance premium paid, the Insured shall immediately pay the excess to the Company, if less, the Company shall return the difference to the Insured; but the Company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

3. **Notification of Accidents or Occurrences.** The Insured, upon knowledge of any accident or occurrence, whichever is applicable, involving injuries or damages, which, without regard to liability, are likely to give rise to a claim hereunder, shall give immediate written notice thereof to the Company.

4. **Assistance and Co-operation.** The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an accident or occurrence, whichever is applicable, where the claim or suit involves or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.

5. **Cancellation.** This policy may be cancelled by the Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company 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. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of the 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.

   The first named Insured hereby warrants that it is liable for the total earned premium due to the Company for the insurance provided in this policy and that it has legal authority on behalf of all Insureds to accept and direct all communications pertaining to cancellation or non-renewal from and to the Company. The first named Insured will hereby hold the Company harmless for any liability the Company may incur by accepting from or directing to the first named Insured all communications including but not limited to cancellation or non-renewal. Payment of any unearned premium to the first named Insured shall be deemed to be payment to all parties to whom the Company has an obligation to pay such funds and the first named Insured shall hold the Company harmless for any obligation to pay any unearned premium to any other Insured.

   If the Insured cancels, earned premium shall be computed in accordance with the short rate table and procedure in use for this policy. 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.

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 agent of the company.

Gerald F. Fisher
Secretary

President

MARGRP CDA dm - 0743

LS 003483

ENDORSEMENT # Punitive Exclusion

This endorsement, effective 12/15/80 , forms a part of policy No. LE53008

(12:01 A.M. standard time)

Issued to HYATT CORPORATION AND THE MARMON GROUP ETAL

In consideration of the premium charged, it is understood and agreed that this policy excludes any claim for punitive or exemplary damages whether arising out of acts of insureds, insureds' employees or any other person.

By Tudor Insurance Company

Dated 12/15/80 19 .....

Authorized Agent

TU 88
(1/80)

MARGRP CDA dm - 0744

LS 003484

Tudor Insurance Company

SERVICE OF SUIT

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

LORD, DAY & LORD
25 BROADWAY
NEW YORK, N.Y. 10004

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

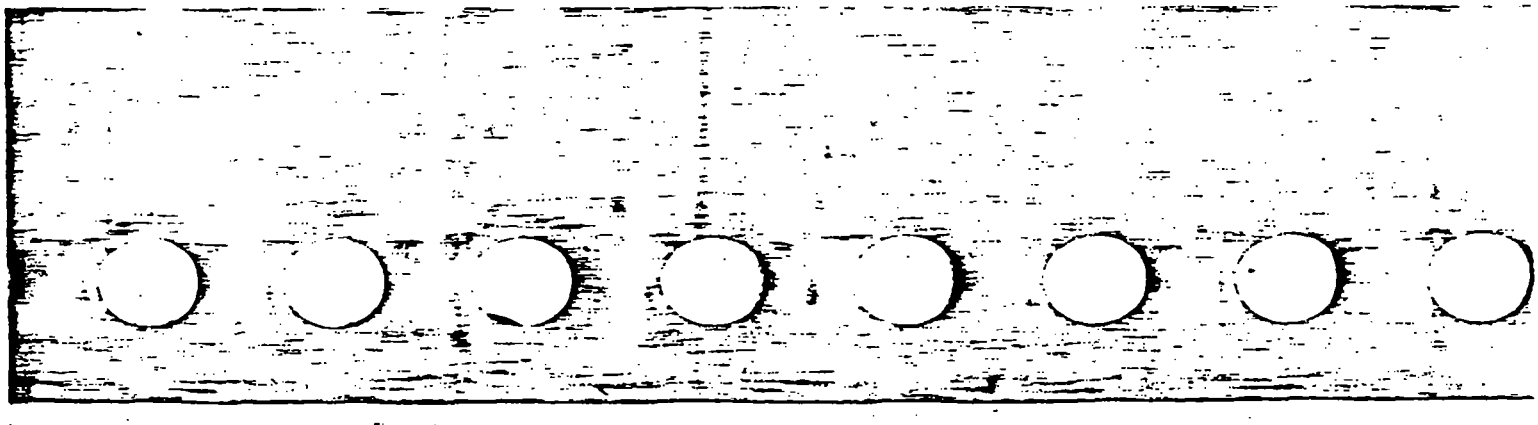
The above-named are authorized and directed to accept service of process on behalf of the company in any such suit and/or upon the request of the insured to give a written undertaking to the insured that they will enter a general appearance upon the company behalf in the event such a suit shall be instituted.

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

Dated 12/15/80 19 .....

John D Lyons
Authorized Agent

TU 22 (Ed 1/80)



MARGRP CDA dm - 0745

LS 003485

ENDORSEMENT # 2

This endorsement, effective 12/15/80 , forms a part of policy No. LE 53008

(12:01 A.M. standard time)

issued to HYATT CORPORATION AND THE MARMON GROUP ETAL

NON-CONCURRENCY/UNIMPAIRED AGGREGATE ENDORSEMENT

In consideration of the premium charged it is understood and agreed that the underlying aggregate limits, where applicable, shall be unimpaired at the attachment date of this policy and for the purpose of this insurance, only occurrences taking place during the term of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits.

By Tudor Insurance Company

Dated 12/15/80 19

Authorized Agent

TU/L (ED. 1/80)

MARGRP CDA dm - 0746

LS 003486

ENDORSEMENT # 1

SCHEDULE OF UNDERLYING UMBRELLA LIABILITY

This endorsement, effective on 12/15/80 at 12:01 A.M. standard time, forms a part of:

POLICY NO. LE 53008 of the TUDOR INSURANCE COMPANY

ISSUED TO HYATT CORPORATION AND THE MARMON GROUP ETAL

BY

THE MARMON GROUP

COMPANY	LIMIT
International	10,000,000 xs Primary Ins.
First State	15,000,000 xs 10,000,000
25,000,000 XS 25,000,000	
Highlands	10,000,000 P/O 25,000,000
Transit Casualty	15,000,000 P/O 25,000,000
50,000,000 XS 50,000,000	
Columbia Casualty	10,000,000 P/O 50,000,000
Northbrook Excess & Surplus	10,000,000 P/O 50,000,000
Allianz	10,000,000 P/O 50,000,000
American International	10,000,000 P/O 50,000,000
American Reinsurance	5,000,000 P/O 50,000,000
Federal	4,000,000 P/O 50,000,000

Dated 12/15 1980

Authorized Signature

TU/L (Ed 1/80)

MARGRP CDA dm - 0747

LS 003487

ENDORSEMENT # 1 (C inued)

SCHEDULE OF UNDERLYING UMBRELLA LIABILITY

This endorsement, effective on 12/15/80 at 12:01 A.M. standard time, forms a part of:

POLICY NO. LE 53008 of the TUDOR INSURANCE COMPANY

ISSUED TO HYATT CORPORATION AND THE MARMON GROUP ETAL

BY

HYATT CORPORATION

COMPANY	LIMIT
London	$ 5,000,000 Umbrella, Excess of Primary Ins.
Northbrook	20,000,000 XS 5,000,000
INSCO	25,000,000 XS 25,000,000
Columbia Casualty	25,000,000 XS 50,000,000
Highlands	10,000,000 Part of 25,000,000 XS 75,000,000
Chubb	10,000,000 Part of 25,000,000 XS 75,000,000
Pinetop	5,000,000 Part of 25,000,000 XS 75,000,000

Dated 12/15 1980

John D Lynch
Authorized Signature

TU/L (Ed 1/80)

MARGRP CDA dm - 0748

LS 003488

EXCESS UMBRELLA POLICY

EUF 00903

NEW

RENEWAL OF NUMBER

WESTERN WORLD
INSURANCE COMPANY, INC
KEENE NEW HAMPSHIRE

certified copy not received.

STOCK COMPANY

DECLARATIONS

Item 1. NAMED INSURED AND ADDRESS

Hyatt Corporation & The Marmon Group ET AL (AS PER SCHEDULE ON FILE WITH COMPANY)
9701 W. Higgins Road
Rosemont, Illinois

Policy Period: 12:01 A.M., Standard Time at the Address of the Named Insured as Stated Herein. **From:** MO. DAY YR. 12/15/80 **To:** MO. DAY YR. 12/15/81

Item 2. PRIMARY OR UNDERLYING INSURANCE - DESCRIPTION OF COVERAGE

$100,000,000 Per Occurrence/$100,000,000 Aggregate Umbrella Liability Insurance Excess of Primary Insurance as PER SCHEDULE ENDORSEMENT WW U/L 504 ATTACHED.

Item 3. EXCESS COVERAGE AFFORDED BY THIS POLICY

$3,000,000 Per Occurence/$3,000,000 Aggregate Part of $100,000,000 Per Occurrence/ $100,000,000 Aggregate Excess of Underlying Insurance described in Item 2 Above.

Item 4. PREMIUM

$1,800.00 Flat

ENDORSEMENTS: 522, 504,516,533

#227 Ramsey, New Jersey
2/27/81 kj

Countersigned by _____
Authorized Representative

FORM NO. 700-80

MARGRP CDA dm - 0749

INSURED

LS 003489

WESTERN WORLD INSURANCE COMPANY, INC.

KEENE, NEW HAMPSHIRE
(A stock company, herein called the company)

The Company agrees with the Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and subject to all of the terms of this policy, as follows:

INSURING AGREEMENTS

As respects accidents or occurrences, whichever is applicable, taking place during the period of this policy, the Company agrees to afford the Insured such additional insurance as the underlying insurers specified in the Declarations would afford the Insured by increasing the underlying limit(s) set forth under Item 2 of the Declarations to the limit(s) set forth under Items 2 and 3 of the Declarations combined provided that it is expressly agreed that liability shall attach to the Company:

(a) only after the underlying insurers have paid or have been held liable to pay the full amount of the said underlying limit(s) for damages which occur during each annual period of this policy, and

(b) only as respects such additional amounts in excess thereof as would be payable by the underlying insurers if the said underlying limit(s) was amended as aforesaid, and

(c) in no greater amount than the limit(s) set forth under Item 3 of the Declarations ultimate net loss as respects each accident or occurrence, whichever is applicable, taking place during the period of this policy; subject to the limit(s) set forth under Item 3 of the Declarations ultimate net loss in the aggregate for which an aggregate limit of liability applies in the underlying insurance(s) for each annual period of this policy.

DEFINITIONS

1. **Ultimate Net Loss.** The term "ultimate net loss" shall mean the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy(ies) of the underlying insurers.

   Ultimate net loss shall exclude all interest accruing after entry of judgement, costs and expenses.

2. **Each Annual Period.** The term "each annual period" shall mean each consecutive period of one year commencing from the inception date of this policy.

CONDITIONS

1. **Maintenance of Underlying Insurance(s).** It is a condition of this policy that the underlying insurance(s) referred to under Item 2 of the Declarations shall be maintained in full effect during the period of this policy without reduction of limit(s), except for reduction of the aggregate limit(s) contained therein solely by payment of damages for accidents or occurrences, whichever is applicable, during each annual period of this policy as defined herein.

   If the underlying insurance(s) is terminated during the period of this policy, the effective date of termination of the said underlying insurance(s) shall be the end of the period of this policy.

   This policy is subject to the same warranties, terms, exclusions and conditions (except as otherwise provided herein) as are contained in or as may be added to the underlying insurance(s) prior to the happening of an accident or occurrence, whichever is applicable, for which claim is made hereunder.

2. **Premium.** The Insured shall pay premium to the Company as specified in the Declarations.

   Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as follows. If the earned premium thus computed is more than the advance premium paid, the Insured shall immediately pay the excess to the Company, if less, the Company shall return the difference to the Insured; but the Company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

3. **Notification of Accidents or Occurrences.** The Insured, upon knowledge of any accident or occurrence, whichever is applicable, involving injuries or damages, which, without regard to liability, are likely to give rise to a claim hereunder, shall give immediate written notice thereof to the Company.

4. **Assistance and Co-operation.** The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an accident or occurrence, whichever is applicable, where the claim or suit involves or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.

5. **Cancellation.** This policy may be cancelled by the Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company 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. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of the 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.

   The first named Insured hereby warrants that it is liable for the total earned premium due to the Company for the insurance provided in this policy and that it has legal authority on behalf of all Insureds to accept and direct all communications pertaining to cancellation or non-renewal from and to the Company. The first named Insured will hereby hold the Company harmless for any liability the Company may incur by accepting from or directing to the first named Insured all communications including but not limited to cancellation or non-renewal. Payment of any unearned premium to the first named Insured shall be deemed to be payment to all parties to whom the Company has an obligation to pay such funds and the first named Insured shall hold the Company harmless for any obligation to pay any unearned premium to any other Insured.

   If the Insured cancels, earned premium shall be computed in accordance with the short rate table and procedure in use for this policy. 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.

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 agent of the company.

Secretary

President

MARGRP CDA dm - 0750

LS 003490

WESTERN WORLD
INSURANCE COMPANY, INC.

ENDORSEMENT #

This endorsement, effective 12/15/80 (12:01 A. M. standard time) , forms a part of policy No. EUF-00903

Issued to Hyatt Corporation & The Marmon Group ET AL

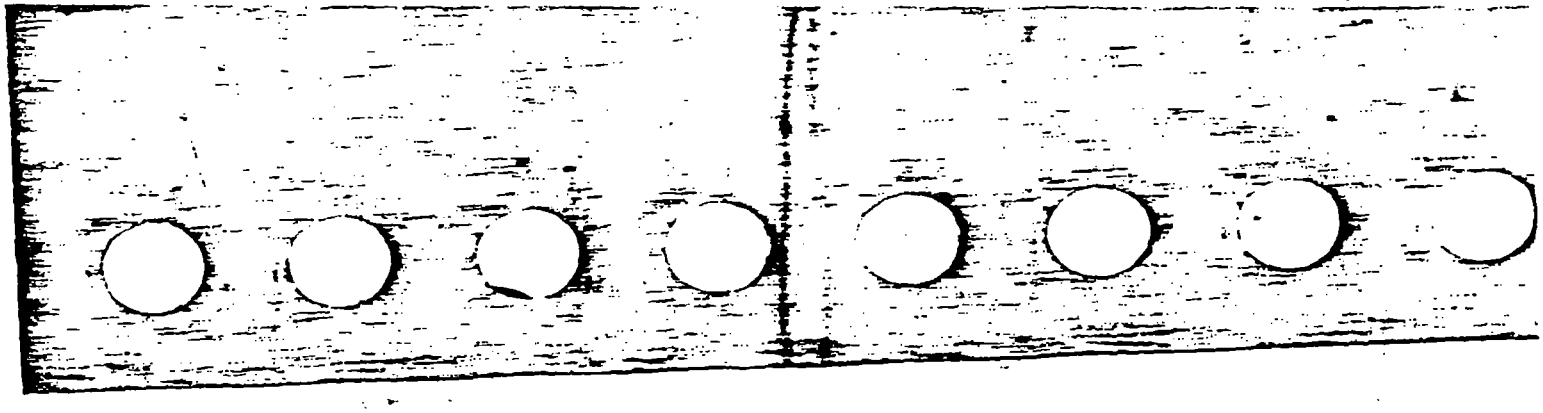
NON-CONCURRENCY/UNIMPAIRED AGGREGATE ENDORSEMENT

In consideration of the premium charged it is understood and agreed that the underlying aggregate limits, where applicable, shall be unimpaired at the attachment date of this policy and for the purpose of this insurance, only occurrences taking place during the term of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits.

Dated 2/27 19 81

Authorized Agent

WW U/L 533 (1/79



MARGRP CDA dm - 0751

LS 003491

WESTERN WORLD
INSURANCE COMPANY, INC.
50 South Franklin Turnpike
Ramsey, N J 07446

ENDORSEMENT #

This endorsement, effective 12/15/80 (12:01 A. M. standard time), forms a part of policy No. EUF-00903

Issued to Hyatt Corporation & The Marmon Group ET AL

PUNITIVE DAMAGES ENDORSEMENT

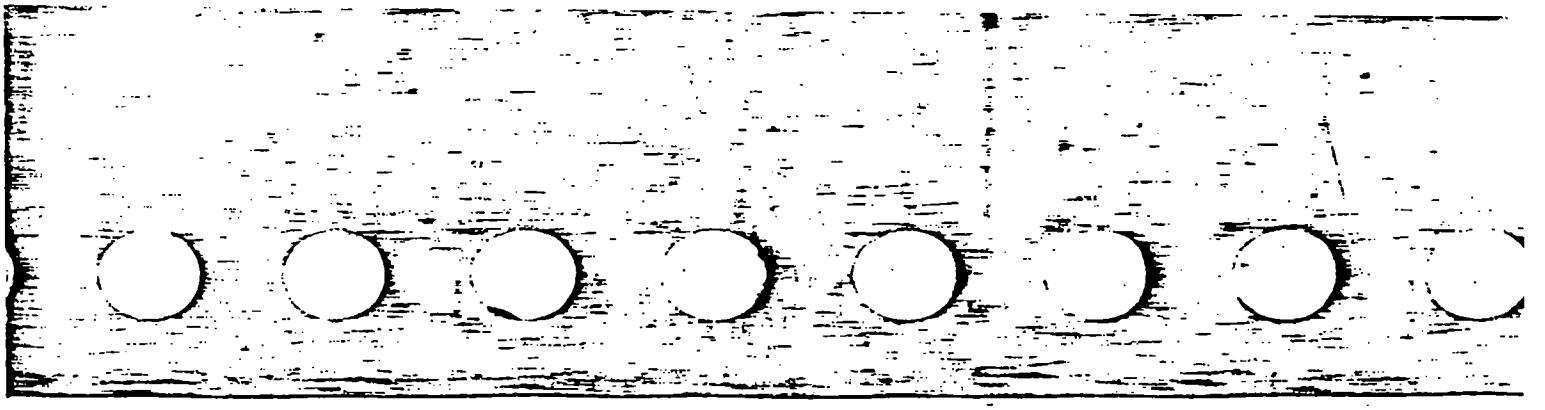
In consideration of the premium charged, it is understood and agreed that this policy does not apply to punitive or exemplary damages awarded against the INSURED. However, this exclusion does not apply if coverage is available to the INSURED under the underlying policies listed in the schedule of underlying insurance.

By Western World Ins. Co., Inc.

Dated 12/27 19 81

Authorized Agent

WW U/L 516(1/79)



MARGRP CDA dm - 0752

LS 003492

Western W[illegible]
INSURANCE COMPANY, INC.

ENDORSEMENT #

This endorsement, effective 12/15/80 (12:01 A. M. standard time), forms a part of policy No. EUF-00903

issued to Hyatt Corporation & The Marmon Group ET AL

SUPPLEMENTAL SCHEDULE OF UNDERLYING POLICIES

CARRIER		LIMITS
	THE MARMON GROUP UMBRELLA LIABILITY - SCHEDULE	
International		10,000,000 xs Primary In.
First State		15,000,000 xs 10,000,000
25,000,000 XS 25,000,000		
Highlands		10,000,000 P/O 25,000,0
Transit Casualty		15,000,000 P/O 25,000,00
50,000,000 XS 50,000,000		
Columbia Casualty		10,000,000 P/O 50,000,00
Northbrook Excess & Surplus		10,000,000 P/O 50,000,00
Allianz		10,000,000 P/O 50,000,00
[illegible]erican Inter-national		10,000,000 P/O 50,000,00
[illegible]erican Reinsurance		5,000,000 P/O 50,000,00
Federal		4,000,000 P/O 50,000,00
	HYATT CORPORATION UMBRELLA LIABILITY - SCHEDULE	
London		5,000,000 Umbrella, Excess of Primary Ins.
Northbrook Ins.		20,000,000 XS 5,000,000
INSCO		25,000,000 XS 25,000,000
Columbia Casualty		25,000,000 XS 50,000,000
Highlands		10,000,000 Part of 25,000,000 XS 75,000,000
Chubb		10,000,000 Part of 25,000,000 XS 75,000,000
Pinetop		5,000,000 Part Of 25,000,000 XS 75,000,000

Dated 2/27 19 81

Authorized Agent

WW IIL 504 (1/79)

MARGRP CDA dm - 0753

LS 003493

WESTERN WORLD
INSURANCE COMPANY, INC
50 South Franklin Turnpike
Ramsey, N J 07446

SERVICE OF SUIT

It is agreed that service of process in suit may be made upon
FRIEDLANDER, GAINES, COHEN, ROSENTHAL & ROSENBERG, ESQS
1140 AVENUE OF THE AMERICAS
NEW YORK, N. Y. 10036

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

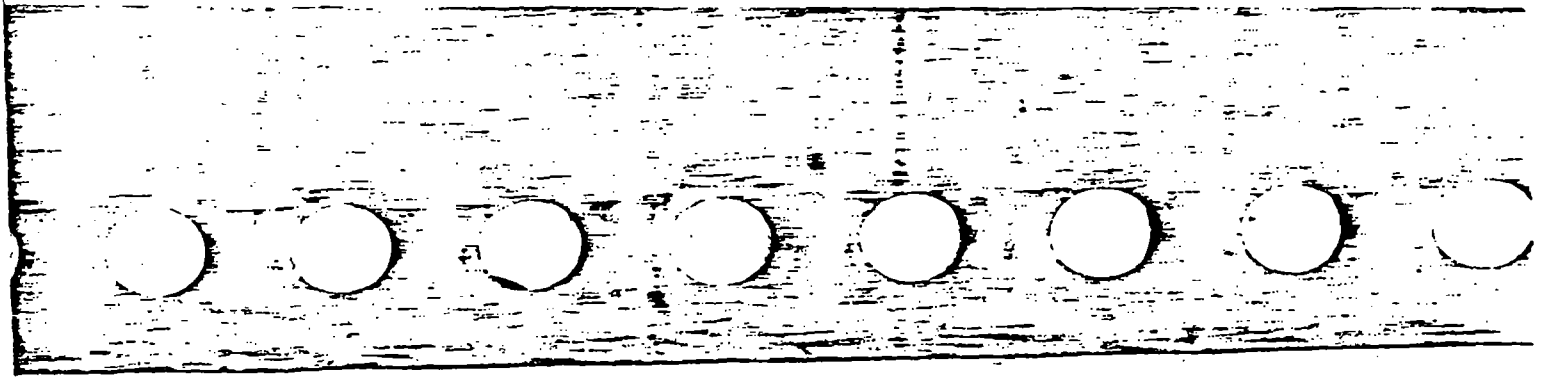
The above-named are authorized and directed to accept service of process on behalf of the company in any such suit and/or upon the request of the insured to give a written undertaking to the insured that they will enter a general appearance upon the company behalf in the event such a suit shall be instituted.

Further, pursuant to any statute or any state, territory or district of the United States which makes provision therefor the company hereon hereby designate the Superintendant, 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 any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Dated 2/27 19 81

John D. Kuyk
Authorized Agent

WW UL 522 (1/79)



MARGRP CDA dm - 0754

LS 003494

Member Companies
of
American International Group

☐ AMERICAN HOME ASSURANCE CO
☒ NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

(Executive Offices)
70 Pine Street, New York, N.Y. 10005

**COMMERCIAL LIABILITY
UMBRELLA POLICY**

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 reductio exhaustion of the aggregate limits of liabilit der said underlying insurance by reason of losses paid thereunde n this policy period, this policy shall, subj its terms and conditions and the limit of liability stated in Items 3(.. 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;

DECLARATIO.
UMBRELLA LIABILITY

POLICY NO.
BE

Member Companies
of
American International Group

☐ AMERICAN HOME ASSURANCE COMPANY

☒ NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

102 Maiden Lane, New York, N.Y. 10005
(Executive Offices)

ITEM 1.
Name of Insured: MARMON HOLDINGS, INC.

Address (Street, Town State): 39 S. LA SALLE ST.
CHICAGO, IL. 60603

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, 1983 To: OCTOBER 1, 1984

(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) $ SEE FORM *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) $ SEE FORM ultimate net loss in respect of each occurrence not covered by said underlying insurance.

(B) $ SEE FORM 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	N/A	N/A	N/A

Deposit Premium	Minimum Premium	Audit Period
$ 316,000	$ 316,000	N/A

Producer: (Name and Address)
ROLLINS BURDICK HUNTER OF ILLINOIS, INC.
10 S. RIVERSIDE PLAZA
CHICAGO, ILLINOIS 60606

Date of Issue SEPTEMBER 14, 1984 Countersigned by _____ (Licensed Resident Agent)

Policy Text Form No. 23022 (5/77)

MARGRP CDA dm - 0757

23020 (5/77)

LS 003497

"THE PRITZKER INTERESTS"
LIABILITY POLICY

The Company and the Insured in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of this policy agree as follows:

NAMED INSURED:

Marmon Holdings, Inc. and/or Altamil Corporation and/or The Colson Group, Inc. and/or Rockwood & Co. and/or partnerships in which Robert A. Pritzker, Jay A. Pritzker, or related Pritzker trusts or individual trustees have an interest and/or all affiliated, associated and subsidiary companies, interests, entities, divisions, or other interests including but not limited to joint ventures, partnerships, investments and other interests of the Named Insureds, but solely as respects the interests of the Named Insureds, and including automatically the interest of any parent, trust, corporation, owner, entity or individual in the Named Insured which either has existed, exists now, or may exist in the future, as their respective rights and interests may appear.

The term "Named Insured" includes at the option of the "Named Insured" above any non-owned or partially owned company including an asset or operation of a company under the "Named Insured's" control or which the "Named Insured" assumes active management by management agreement or contract.

MAILING ADDRESS OF NAMED INSURED:

39 South LaSalle Street
Chicago, Illinois 60603

COVERAGE AGREEMENTS

Coverage A: The Company hereby agrees to pay on behalf of, or indemnify in those jurisdictions where required, the Insured, for all sums 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 Named Insured or any officer, director, partner or employee of the Named Insured

for damages and expenses on account of:

1) Personal Injury Liability, including death at any time resulting therefrom,

2) Property Damage Liability,

3) Advertising Liability,

4) Publishers Liability,

5) Professional Liability,

6) Credit Bureau Errors & Omissions,

7) Employee Benefits Program Errors & Omissions,

8) Safe Berthing Liability,

9) Forest Fire Act Liability,

10) Uninsured Motorists, Underinsured Motorists and Personal Injury Protection,

11) Innkeepers' Liability,

12) Liquor Liability,

13) Garagekeepers' Legal Liability, or

14) Drive Other Car Coverage,

caused by or arising out of an occurrence happening anywhere in the world subject to the following provisions:

1) The Company agrees to defend in the name of, and on behalf of, the Insured any claim, suit or other action even if groundless, false or fraudulent, brought in the United States of America, its territories or possessions, Canada, the United Kingdom, and/or any other country or territory where it is not prohibited by law to do so.

2) The Company agrees, in those countries or territories not included in one (1) above, to reimburse the Insured for all judgments against the Insured and all reasonable legal and investigative expenses arising out of claims, suits or other actions against the Insured.

LIMITS OF LIABILITY

A. $10,000,000 combined single limit per occurrence, subject to separate aggregate limits where applicable as follows:

1. $10,000,000 annual aggregate as respects losses arising out of products liability, and

2. $10,000,000 annual aggregate as respects personal injury by occupational disease sustained by any employee of the Insured, and

3. $10,000,000 annual aggregate for coverage in excess of the Granite State Insurance Co. policy listed below.

Such Ultimate Net Loss amounts will be in excess of underlying policies as follows:

Protective Insurance Company policy number GLA18493 which provides limits of liability of $1.00 to $1,000,000 combined single limit per occurrence. This policy is in turn excess of various underlying policies.

Granite State Insurance Co. policy number 6683-4171 of $1,000,000 aggregate excess of $5,000,000 aggregate.

The inclusion or addition hereunder of more than one insured shall not operate to increase the Company's Limit of Liability.

The company further agrees that, in the event of an occurrence involving Marmon Industrial Corporation and/or Trans Union Leasing Corporation, and any entity covered hereunder which reduces the underlying Limits of Liability available for entities covered by this policy, shall pay in excess of the reduced limits of liability.

Whereas the period of the primary and/or underlying policy or policies, including renewals or replacements thereof, with respect to which this policy applies in excess is, or may be, non-concurrent with the period of this policy; in the event of reduction or exhaustion of the aggregate limit or limits of liability under said underlying insurance policies by reason of Ultimate Net Loss paid in respect to occurrences under such underlying insurances, this policy shall:

A. In the event of reduction pay the excess of the reduced Limit of Liability, or

B. In the event of exhaustion, continue in force as underlying insurance.

EXCLUSIONS

This Policy Shall Not Apply

A) Except to the extent coverage is afforded by Coverage Agreement A(5), Professional Liability, to claims made against the insured for:

1. Repairing or replacing any defective product or products manufactured, or sold or supplied by the insured, or any defective part or parts thereof, nor the cost of such repair or replacement whether or not caused by or resulting from improper or inadequate performance, design or specification; but nothing herein contained shall be construed to exclude claims made against the insured for personal injuries or property damage (other than damage to the product of the insured) resulting from improper or inadequate performance, design or specification.

B) With respect to advertising liability, to claims made against the insured for:

1. failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract;

2. infringement of registered trademark, service mark or trade name by use thereof as the registered trademark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

3. incorrect description of any article or commodity;

4. mistake in advertised price.

C) To any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war (whether war be declared or not), civil war, rebellion, revolution.

D) To any obligation for which the Insured or any Company as its insurer may be held liable under any Workers' Compensation, unemployment compensation or disability benefits law or similar law; provided, however, that this exclusion does not apply to liability (of others) assumed by the Named Insured under contract or agreement.

E) To any liability arising out of the operation by the Insured of any owned vessel or craft that is waterborne, or damage to property which is waterborne or in transit on such a vessel, except that any barges and/or tugboats owned and operated on U.S. waterways by the Insured and watercraft 50 foot or less in length are afforded coverage.

F) To liability of the Insured arising out of black lung disease, pneumoconiosis or similar disease.

G) To any liability of the Insured arising because of any breach of fiduciary duty (as defined below) or because of any breach of fiduciary duty by any other person for which the Insured is legally responsible and arising out of the Insured's activity as a fiduciary of any Plan. Further, to any liability of the Insured arising because of the non-performance of investments of any pension, profit sharing or similar plan.

The phrase "breach of fiduciary duty" shall mean the violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 or amendments thereto. This exclusion shall not apply to coverage provided by this policy or employee benefits program errors and omissions.

H) To any liability for losses 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 for losses arising out of or resulting from the manufacture of, use of, or exposure to asbestos products, asbestos fibers, or asbestos dust.

It is further agreed that the company shall not be obligated to defend any claim, suit or other action arising or resulting from the manufacture of, use of, or exposure to asbestos products, asbestos fibers, or asbestos dust.

This Policy is Subject to the Following
<u>Nuclear Incident Exclusion Clause</u>

This policy shall not apply to injury, sickness, disease, death, or destruction;

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 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, or

3) resulting from the hazardous properties of nuclear material if

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

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

c) the injury, sickness, disease, death or destruction arises out of the furnishing by any Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such is located within the United States of America, its territories or possessions or Canada, this sub-paragraph (c) applies only to injury to or destruction of property at such nuclear facility.

As used herein: "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 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 sub-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 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 in 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 with respect to injury to or destruction of property, the word "injury" or "Destruction" includes all forms of radioactive contamination of property.

With respect to countries other than the United States and Canada, this exclusion is amended to read:

This policy does not apply:

A) To injury, sickness, disease, death or destruction or loss or expense whatsoever arising from any hazardous properties of nuclear material, special nuclear material including but not limited to source material, special nuclear material, by-product material, spent fuel or

waste as defined in the Atomic Energy Act of the United States or in any covered country's Atomic Energy Act or similar law, whichever is broader.

B) To any occurrence, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to, by or arising from, nuclear weapons material. This exclusion does not apply to automobile liability in New York State.

This Policy is Subject to the Following
Pollution or Contamination Exclusion

This policy does not cover any liability for:

1) Personal injury or loss of, damage to, or loss of use of property, directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1)

shall not apply to liability for personal injury, or professional liability or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.

2) the cost of removing, nullifying or cleaning up seepage, pollution or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance. However, coverage afforded hereunder shall not apply to property owned by the insured.

DEFINITIONS

A) Insured: The unqualified word "Insured" includes the Named Insured and also:

1) any person, organization, trustee or estate to whom or to which the Named Insured is obligated to provide insurance by virtue of a contract (written or oral), such as 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;

2) any additional insured, other than the Named Insured, included in any underlying policy, but only to the extent that insurance is provided to such additional insured thereunder;

3) any executive officer, director, or employee of the Named Insured while acting on behalf of the Named Insured. However, within ninety (90) days of the manager of the Risk Management Department of the Marmon Group, Inc. having knowledge of a claim or suit filed against any employee, the Named Insured must (1) elect to have the insurance afforded by this policy extended to cover such employee and (2) give the Company written notice of such election, provided this insurance shall be excess of any other insurance that is available to any executive officer, director or employee of the Named Insured;

This shall also include at the Named Insured's option, any other person while acting on behalf of, and under the direction of, the Named Insured;

4) all vendors of all Named Insured's products but only with respect to the distribution or sale in the regular course of the vendor's business of the Named Insured's products.

The insurance with respect to the vendor does not apply to:

a) any express warranty unauthorized by the Named Insured;

b) personal injury or property damage arising out of

i) any physical or chemical change in the form of the product made intentionally by the vendor,

ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instruction from the manufacturer and then repacked in the original container.

iii) products which after distribution or sale by the Named Insured have been labeled or relabeled or used as a container, part of, ingredient of any other thing or substance by or for the vendor.

B) Personal Injury Liability means:

1) Bodily injury, sickness, disease, disability, shock, mental anguish, mental injury including death at any time resulting therefrom;

2) Offenses, including but not limited to false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination (unless insurance thereof is prohibited by Court order or ordinance), disparagement, humiliation, libel, slander, defamation of character, or invasion of rights of privacy.

C) Property Damage Liability means:

Loss of and/or loss of use of, direct damage to, destruction or disparagement of tangible or intangible property (including consequential loss), other than property owned by the Named Insured.

D) Advertising Liability means:

1) Libel, slander or defamation;

2) Any infringement of copyright of title or of slogan;

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

4) An invasion of rights of privacy,

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of advertising activities committed by or on behalf of the Named Insured.

E) Publishers Liability means:

1) Libel or slander or other defamatory or disparaging material;

2) Invasion or infringement of the right of privacy, including unwarranted or wrongful publicity or the unlawful use of name or likeness for profit;

3) Plagiarism, piracy or misappropriation of information or ideas;

4) Infringement of copyright, title or slogan;

5) Unfair competition by means of the invasion, misuse, misappropriation or infringement of literary or artistic property rights of another;

6) Trespass,

committed or alleged to have been committed in the acquisition, utterance or dissemination of matter (including but not limited to books and periodicals) published, republished, produced, printed, distributed, leased, or advertised during the policy period by or with the permission of the Insured.

F) Products Liability means:

1) Liability arising out of goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name if the occurrence occurs after possession or control of such goods or products has been relinquished to others by the Named Insured or by others trading under his name, and if such occurrence occurs away from premises owned, rented or controlled by the Named Insured; provided, such goods or products shall be deemed to include any container thereof, other than a vehicle and shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;

For the purpose of this coverage, liability arising out of rail cars manufactured, sold, and/or leased by the Insured shall be deemed products liability.

2) Liability arising out of operations if the occurrence occurs after such operations have been completed or abandoned and occurs away from the 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 any agreement, provided, further, the following shall not be deemed to be "Operations" within the meaning of this paragraph; (1) pick up or delivery, except from or onto a railroad car, (2) the maintenance of vehicles owned or used by or on behalf of the Insured, (3) the existence of tools, uninstalled equipment and abandoned or unused materials.

G) Professional Liability means:

1) Liability because of injury arising out of malpractice, error or mistake in rendering or failing to render professional services as a physician, surgeon, dentist, medical or dental technician, nurse or other medical, paramedical, or first aid person or good samaritan, but only while acting in his/her capacity as an employee or contractor of the Named Insured, including any emergency treatment rendered without remuneration outside the scope of such employment or contract, committed by the Insured or by any person for whose acts or omissions the Insured is legally responsible.

2) Liability arising out of other professional and consulting services and caused by an act, error, omission or breach of professional duty by any person employed by the Insured, or by any other person or entity for whose acts the Insured is legally liable.

H) Professional and Consulting Services means:

The term "Professional and Consulting Services", with respect to paragraph (2) of definition (G) shall include, but not by way of limitation, activities of the insured such as: engineers, designers, contractors, agents, managers, attorneys, employee benefit advisors or administrators, and non-medical technicians, while acting within the scope of their duties as such in the employment of the Named Insured or under contract to the Named Insured, it is further understood that coverage afforded hereunder is excess over any other valid and collectible insurance.

I) Credit Bureau Errors and Omissions means:

Liability which has been imposed on the Insured for damages caused by the negligent act, error or omission of the Insured arising out of the Insured's conduct in the Credit Bureau business. As respects Credit Bureau Errors and Omissions Insurance (Coverage A6) an extended period of discovery will apply:

1) If during the term hereof the Insured shall become aware of any occurrence which may subsequently give rise to a claim against them by reason of any negligent act, error or omission and shall during the term hereof give written notice to the Company of such occurrence, any claim which may subsequently be made against the Insured arising out of that negligent act, error or omission shall be deemed for the purpose of this insurance to have been made during the term hereof.

2) If any claim made against the Insured within one (1) year after termination of this Insurance by reason of any negligent act, error or omission committed (and which would have been insured by this policy), before the termination of this Insurance, shall be deemed for the purpose of this Insurance to have been made during the policy period; however, this extension does not apply if there is any other valid or collectible insurance available to the Insured.

J) Employee Benefits Program Errors and Omissions means:

Liability arising out of the negligent act, error or omission of the Named Insured, or any other person for whose acts the Insured is legally liable, in the administration, in a non-fiduciary capacity, of any employee benefit plan.

K) Safe Berthing Legal Liability means:

1) Physical loss of or damage to barges or other vessels, their equipment, cargo, freight, and other interests on board (including the cost or expense of, or incidental to, the removal of wreckage of such property in the custody of the Insured at their landing or mooring facilities),

2) any other physical loss or damage to the property of others arising out of the custodianship of barges and other vessels at the Insured's landing or mooring facilities whether such loss or damage occurs at or away from such premises, and

3) bodily injury including death at any time resulting therefrom sustained by any person or persons and arising out of the custodianship of barges or other vessels at the Insured's landing or mooring facilities, caused by an occurrence.

With respect to this coverage the policy is further amended as follows:

Additional Definition: "Physical Loss" means direct and accidental loss of, or damage to property, including loss of use thereof.

Salvage: With regard to the Insured's liability for the cost or expenses of, or incidental to, the removal of wrecks, such costs or expenses shall be reduced by the net proceeds of salvage that may inure to the benefit of the Insured. It is also a condition that the Insured shall make every reasonable effort to have the Corps of Engineers, United States Army, assume responsibility and expense for removal of such wreck before claim is made under this policy.

L) Forest Fire Act Liability Insurance means:

Liability under the Ontario Forest Fire Prevention Act, 1948 (including any amendments thereof or supplements thereto) or the equivalent legislation of any province or territory of Canada, but only as respects the cost to others of controlling and/or extinguishing forest fires.

M) Uninsured Motorists, Underinsured Motorists and Personal Injury Protection means:

The minimum amount required by law as per various endorsements on file with the Company.

N) Innkeepers Liability means:

Property damage to property belonging to a guest for which the Named Insured is held legally liable as an innkeeper.

O) Liquor Liability means:

Damages, including loss of means of support, sustained by any person for liability imposed on the Insured for selling, serving, or giving of any alcoholic beverage.

P) Garagekeepers Legal Liability means:

Liability imposed on the Insured for damages for loss to a motor vehicle, trailer, or semi-trailer, including personal property left in a covered vehicle, left in the Named Insured's care for attending, servicing, parking or storing in the operated garage under:

1) Comprehensive Coverage - from any cause except a collision with another object or its overturn,

2) Collision - caused by collision with another object or overturn.

Q) Drive Other Car Coverage means:

Liability for a vehicle which the Named Insured does not own, hire or borrow but which is used by an officer and/or employee including an individual while a resident of the household, spouse, and dependent children of such individual except:

1) Any vehicle owned by that individual,

2) Any vehicle used by that individual or their spouse while working in a business of selling, servicing, repairing or parking vehicles.

R) Occurrence means:

An accident or a happening or event, or continuous or repeated exposure to conditions, which results in personal injury liability, property damage liability, advertising liability, or professional liability or any other liability neither expected nor intended from the standpoint of the insured. All such claims arising out of substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

S) Ultimate Net Loss means:

The total sum which the Insured, or any Company as his insurer, or both, become obligated to pay by reason of a claim or claims either through adjudication or compromise, and shall also include Allocated Expenses.

T) Allocated Expenses mean:

All court costs, court fees and court expenses; fees for services of process; fees to attorneys; costs of undercover operative and detective services; costs of employing experts for preparation of maps, photographs, diagrams, chemical or physical analysis or for advice, opinion or testimony concerning claims under investigation or in litigation; costs for legal transcripts of testimony taken at coroner's inquests, criminal or civil proceedings; costs for copies for any public records; costs of depositions and court reported or recorded statements; costs and expenses of subrogation and any other similar fee; costs or expenses reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss or to the protection and perfection of the subrogation rights of the Named Insured.

In addition, "Allocated Expenses" shall include:

1) The defense of any claim, suit or other action against the Insured alleging injury, sickness, disease or destruction covered by this policy and seeking damages on account thereof, even if such claim, suit or other action is groundless, false or fraudulent;

2) Premiums on appeal bonds required in any claim, suit or other action, and premium on bonds to release attachments in any such claim, suit or other action 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;

3) All expenses incurred by the Company, all costs taxed against the Named Insured in any claim, suit or other action, 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 hereon;

4) Expenses incurred by the Named Insured for such first aid to others as shall be imperative at the time of the occurrence;

5) All reasonable expenses incurred by the Named Insured, or claim service providers on behalf of the Company or the Named Insured, at the Company's request in assisting the Company in the investigation or defense of any claim, suit or other action, including actual loss of earnings.

CONDITIONS

A) Premium

As shown on the Declarations page.

B) Inspection and Audit

The Company shall be permitted to examine and audit the Insured's books and records at any time during the policy period and 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.

C) Cross Liability

In the event of claims being made by reason of personal injuries suffered by an employee or employees of one Insured hereunder for which another Insured hereunder is or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

In the event of Personal Injury to one or more Insured(s) for which another Insured or Insureds is, or may be liable, then this policy shall cover such Insured(s) against whom claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

In the event of claims being made by reason of damage to property belonging to any Insured hereunder for which another Insured is, or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

In the event of professional liability to one or more Insureds for which another Insured or Insureds is or may be liable, then this policy shall cover such Insured(s) against whom claim is made or may be made in the same manner as if separate polices had been issued to each Insured hereunder.

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in this policy.

D) Notice of Occurrence, Claim or Suit

In the event of accident or occurrence, written notice shall be given by or on behalf of the Insured to the Company or any of its authorized representatives as soon as practicable after the manager of the Risk Management Department of The Marmon Group, Inc. has knowledge of any event or occurrence which, in the opinion of the Manager of the Risk Management Department or any designee of such Manager, is likely to result in a claim under this policy.

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 name and address of the Insured and of available witnesses.

If claim is made or suit is brought against the Insured, the Insured shall promptly forward to the Company every demand, notice, summons or other process received by him or his representatives.

E) Sole Agent

The Marmon Group, Inc.
39 South LaSalle Street
Chicago, Illinois 60603

shall be deemed to be the agent(s) for all Insureds with respect to notice of cancellation, payment or return of premiums, loss reimbursement and all other matters pertaining to this insurance.

F) Appeals

In the event the Insured or the Insured's underlying insurers elects 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 costs and disbursements and interest incidental thereto.

G) Options of the Insured

The Named Insured under this policy has the right to name additional Insureds and additional Named Insureds to the policy before or after an occurrence provided the Insured exercises this right in writing. Once this right is exercised it shall be irrevocable.

As respects the Insured's right to add additional Insureds and additional Named Insureds to this policy after an occurrence, coverage shall only apply, as respects these additional interests, for losses arising out of bodily injury and property damage.

H) Certificates of Insurance

At their sole discretion, the Named Insured or Rollins Burdick Hunter of Illinois, Inc. may issue certificates of insurance under this policy to parties that have an interest in this insurance. Should the certificate add a third party as an additional Insured or evidence coverage provided by this policy for the benefit of such third party, this policy, subject to all its terms and conditions, shall respond as if an endorsement adding such third party as an additional Insured to this policy had been issued.

I) Bankruptcy or Insolvency

In the event of 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.

J) Other Insurance

If other valid and collectible insurance whether scheduled or unscheduled hereunder with other insurers is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

K) Subrogation

1) Where this policy is "Primary Coverage", the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization.

Where this policy is "Excess Coverage", the Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company. It is therefore understood and agreed, that in case of any payment hereunder, the Company will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any amount recovered in excess of any payment hereunder, shall be first reimbursed up to the amount paid by them;

The Company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Insured) for whom this coverage is in excess, are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally determined.

2) It is understood and agreed that the Company shall have no right of subrogation except to the extent that the Named Insured elects to waive such rights. The Insured may elect to waive its rights of subrogation at any time, including after loss.

L) Policy Period

This policy applies to occurrences arising or happening during the policy period and as respects Coverage A6, Credit Bureau Errors and Omissions, this policy also applies to claims presented during the policy period.

In the event that personal injury liability, property damage liability, advertising liability or professional liability arising out of an occurrence covered hereunder is continuing at the time of the termination of this policy, the Company will continue to protect the Insured for liability in respect to such personal injury liability, property damage liability, advertising liability or professional liability without payment of additional premiums.

M) Changes

Notices to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed except by endorsement issued to form a part hereof; signed by the Company.

N) Assignment

Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon.

O) Cancellation

This policy may be cancelled by the Company by mailing written notice to the Manager of the Risk Management Department of The Marmon Group, Inc. stating when, not less than sixty (60) days thereafter, cancellation shall be effective; however, in the event of non-payment of premium, the Company may cancel this policy by mailing written notice, not less than ten (10) days thereafter. The mailing of notice as aforesaid by the Company to the Manager of the Risk Management Department of The Marmon Group, Inc. 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 by the Company shall be equivalent to mailing.

Cancellation by the Named Insured shall be computed in accordance with the customary short rate table and procedure. Cancellation by the Company will result in a computation of earned premium on a pro rata basis.

In witness whereof, National Union Fire Insurance Company of Pittsburgh has caused this policy to be signed by its Vice President and its Secretary at Chicago, Illinois.

ENDORSEMENT #1

EFFECTIVE OCTOBER 1, 1983

Attached to and forming a part of Policy Number BE 1339142 written by the National Union Fire Insurance Company of Pittsburgh.

It is hereby understood and agreed that this policy shall not apply to liability arising out of the operations or activities of:

Marmon Industrial Corp., Trans Union Leasing Corp., H Group Holding, Inc., Elsinore Corporation, Anartic Investment Company, and/or Braniff International Corporation and/or any of their subsidiaries, affiliates or related entities which either have existed, exist now, or may exist in the future.

MARGRP CDA dm - 0773

tjp/PRG-1-258.16

LS 003513

ENDORSEMENT #2

This endorsement, effective 12:01 A.M. October 1, 1983 forms a part of

policy No. BE 133 91 42 issued to MARMON HOLDINGS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY

IT IS AGREED THAT WITH RESPECT TO LIMITS OF LIABILITY A3 ON PAGE TWO (2) OF THE FORM THAT THE COMPANY'S LIMIT OF LIABILITY SHALL BE A SEPARATE $10,000,000 AGGREGATE AND SHALL APPLY ONLY TO THE EXTENT COVERAGE IS PROVIDED BY THE GRANITE STATE INSURANCE COMPANY ON POLICY NUMBER 6683-4171.

IT IS FURTHER AGREED THAT WITH RESPECT TO THIS COVERAGE ONLY, THE COMPANY SHALL BE LIABLE ONLY UP TO $1,000,000 EACH OCCURRENCE ULTIMATE NET LOSS.

Authorized Representative

MARGRP CDA dm - 0774

LS 003514

ENDORSEMENT #3

This endorsement, effective 12:01 A.M. October 1, 1983 forms a part of

policy No. BE 133 91 42 issued to MARMON HOLDINGS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY

IT IS AGREED THAT WHERE THERE IS A VARIANCE BETWEEN THE POLICY JACKET AND THE TYPED FORM, THIS POLICY SHALL FOLLOW THE TERMS, CONDITIONS AND COVERAGES OF THE TYPED FORM.

Authorized Representative

MARGRP CDA dm - 0775

LS 003515

(ii) for infringement of tr mark or trade name;

(iii) for incorrect description 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 y, property damage or advertising liability oc -ing 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,

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.

Member Companies
of
American International Group

COMMERCIAL LIABILITY
UMBRELLA POLICY

☐ AMERICAN HOME ASSURANCE ... NY
☒ NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

(Executive Offices)
70 Pine Street, New York, N.Y. 10270

(a Capital Stock Company, Herein called the 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 issuing this policy as indicated by an X in the box to the left of the company's name 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. 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 LIM

(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 a 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 said 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 period 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 "no fault benefits" or "uninsured motorists" law;

MARMON HOLDINGS, INC., ET AL
N NAL FIRE INSURANCE COMPANY OF PITTSBU PA
TERM: 10-1-84/85
POLICY #BE-1339366

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MARGRP CDA dm - 0781

LS 003521

Producer Number _____ Branch Prefix _____ Policy Number BE 1339366

DECLARATIONS

ITEM 1. The Named Insured is: Marmon Holdings, Inc., et al. (See Page 1)

Address of Named Insured: 39 South LaSalle Street
Chicago, IL 60603

ITEM 2. POLICY PERIOD: From October 1, 1984 to October 1, 1985
12:01 A.M. STANDARD TIME at the address of the Named Insured as stated herein.

ITEM 3. LIMIT OF LIABILITY: For all coverages, See Page #10, Limit of Liability.

a. $8,000,000 Combined Single Limit per act, error, omission Occurrence or offense, subject to:

b. $8,000,000 Annual Aggregate as respects the Products-Completed Operations Hazard, and

c. $8,000,000 Annual Aggregate as respects Bodily Injury by occupational disease(s) sustained by any employees of the Named Insured.

ITEM 4. RETAINED LIMIT: $3,000,000 per act, error, omission, occurrence, or offense.

ITEM 5. PREMIUM FOR POLICY PERIOD: $ 833,000

Peter L. Burgess
(Authorized Representative)

MARGRP CDA dm - 0782

slf PRG-13-10.1
08/16/85

LS 003522

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
(Executive Offices)
70 Pine Street
New York, NY 10270

LIABILITY POLICY

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 named Insured designated in the Declarations as follows:

The Insurance Company and the Insured, in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of this policy agree as follows:

The Named Insured is:

1. Marmon Holdings, Inc.;
2. The Colson Group, Inc.;
3. Rockwood Holding Company;
4. any subsidiaries and their subsidiaries;
5. The Pritzker Trusts;
6. The Pritzker Family of Chicago;
7. any entity in which one or more of the Pritzker Family of Chicago, a Pritzker Trust, or any of the above named have a controlling interest, but only with respect to liability arising out of such interest;
8. any entity in which any of the above-named have a non-operating interest, but only with respect to their liability arising out of such non-operating interest; and
9. any entity of which any of the above-named assumes active management by contract or agreement.

COVERAGE AGREEMENTS

To pay on behalf of the Insured, or indemnify the Insured in those jurisdictions where required, in excess of the Retained Limits, for all sums for which the Insured shall become legally obligated to pay as damages because of Covered Injury to which this policy applies:

A. Imposed upon the Insured by law; or

B. assumed in any Insured Contract by the Named Insured or any officer, director, partner or employee of the Named Insured on behalf of the Named Insured.

COVERED INJURIES

The Covered Injuries to which this insurance applies are:

1. Advertising Injury
2. Bodily Injury
3. Credit Bureau Errors or Omissions
4. Employee Benefits Program Errors or Omissions
5. Forest Fire Act Injury
6. Personal Injury
7. Professional Injury
8. Property Damage
9. Publishers Injury
10. Safe Berthing Injury

which arise out of the conduct of the business of the Named Insured anywhere in the world.

EXCLUSIONS

This policy does not apply:

1. To Covered Injury arising out of the operations or activities of:

   H Group Holding, Inc., and/or Hyatt Air, Inc., and/or Elsinore Corporation and/or Anartic Investment Co., and/or Hyatt International Corporation and/or the Meyer Goldman Trust, and/or all their subsidiary companies, interests, entities, divisions that have existed, exist now, or will exist in the future, including but not limited to joint ventures, partnerships, investments in other interests of these entities.

2. To Covered Injury expected or intended from the standpoint of the Insured. This exclusion does not apply to Bodily Injury resulting from the use of reasonable force to protect persons or property.

3. To Covered Injury for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

   (a) Assumed in a contract or agreement that is an Insured Contract; or

   (b) That the Insured would have in the absence of the contract or agreement.

4. To any obligation of the Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

Exclusions (Continued)

5. To the contamination of the environment by pollutants that are at any time introduced anywhere into or upon land, the atmosphere or any watercourse or body of water;

   (a) Intentionally by or for you; or

   (b) Through a gradual emission, discharge, release or escape from any source; or

   Any Bodily Injury or Property Damage arising out of such contamination.

   Gradual emissions include leaks, drips, seepages, oozing or leaching, and diffusion, infiltration or permeation.

   Contamination includes any unclean, unsafe, or unhealthful condition arising out of the presence in the environment of pollutants, whether permanent or transient.

   The environment includes land, bodies of water, underground water or water table supplies, air and any other natural feature of the earth or its atmosphere, whether or not altered, developed or cultivated.

   Pollutants include smoke, vapors, soot, fumes, acids, alkalis, chemicals, liquids, or gases, thermal pollutants, and all other irritants or contaminants.

   With respect to Bodily Injury or Property Damage included in the Products-Completed Operations Hazard, this exclusion applies only if the pollutants:

   (a) Enter the environment directly from premises you own or rent; or

   (b) Are handled, treated or disposed of as wastes by or for you.

6. To Bodily Injury or Property Damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned by, operated by, rented or loaned to any Insured. Use includes operation and loading or unloading.

   This exclusion does not apply to:

   (a) A watercraft while ashore on premises owned, leased or rented by the Insured.

   (b) Watercraft that:

      (1) Is less than 50 feet long; or

      (2) Is a barge or tugboat owned and operated on United States waterways by the Insured.

   (c) Any aircraft which is Insured under an Aircraft Liability policy issued to the Named Insured by the United States Aviation Insurance Group, and any renewal or replacement thereof, not more restrictive, provided that this policy shall be subject to:

      (1) and follow only all of the terms, exclusions, definitions, provisions and conditions of such policy issued by the United States Aviation Insurance Group, and any renewal or replacement thereof, not more restrictive, and

Exclusions (Continued)

(2) this policy shall apply only as specific excess insurance over such policy issued by the United States Aviation Insurance Group, and any renewal or replacements thereof, not more restrictive.

7. To **Bodily Injury** or **Property Damage** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

8. To **Property Damage** to:

(a) The insured's products arising out of such products or any part of such products;

(b) 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;

(c) Property owned by the **Insured**;

(d) To property rented to or occupied by the **Insured**, except for fire damage to structures or portions thereof;

(e) Personal property in the care, custody or control of the **Insured**.

9. To the 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 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**.

10. To damage claimed for any loss, cost or expense incurred by the **Insured** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(a) the **Named Insured's Product**; or

(b) the **Named Insured's Work**,

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

11. To **Personal Injury** or **Advertising Injury**:

(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;

Exclusions (Continued)

(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

12. To Advertising Injury 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

13. To Bodily Injury consisting of black lung disease, pneumoconiosis or similar disease incurred by any person and arising out of the Insured's coal mining operations.

14. To any liability of the Insured arising because of any breach of fiduciary duty (as defined below) or because of any breach of fiduciary duty by any other person for which the Insured is legally responsible and arising out of the Insured's activity as a fiduciary of any Employee Benefits Program; further, to any liability of the Insured arising because of the nonperformance of investments of any pension, profit sharing or similar plan.

The phrase "breach of fiduciary duty" shall mean the violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 or amendments thereto.

15. To Covered Injury arising out of asbestos.

16. With respect to Insurance Company operations,

(a) resulting from or arising out of:

(1) any obligation assumed by any Insured under, or

(2) the failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise, respecting

any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan, including applications, receipts or binders therefore;

(b) accruing directly or indirectly from or arising out of membership in or contribution to any plan, pool, association, insolvency or guarantee fund or any similar fund organization or association, whether voluntary or involuntary;

(c) arising out of the rendering of or failure to render professional services in:

(1) advising, inspecting, reporting or making recommendations in the Insured's capacity as an insurance company, consultant, broker, agent or representative thereof, or

Exclusions. (Continued)

(2) effecting insurance, reinsurance or suretyship coverages,

(3) the investigation, defense or settlement of any claim under any contract of insurance, self-insurance, reinsurance or suretyship,

(4) the auditing of accounts or records of others,

(5) the conduct of any investment, loan or real estate department or operation, or

(6) any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds or other similar activities;

(d) arising out of the rendering of or failure to render professional services in the performance of any claim, investigative, adjustment, engineering or inspection services.

17. With respect to Employee Benefits Program Errors and Omissions,

(a) to loss arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any Insured;

(b) to Bodily Injury, Property Damage, or Personal Injury;

(c) to loss arising out of failure or performance of contract by any insurer;

(d) to loss arising out of an insufficiency of funds to meet any obligation under any plan included in the Employee Benefits Program;

(e) to any claim or suit based upon:

(1) failure of any investment to perform as represented by an Insured, or

(2) advice given to any person to participate or not participate in any plan included in the Employee Benefits Program;

(f) to loss arising out of the failure of the Named Insured to comply with the mandatory provision of any law concerning workers' compensation, unemployment insurance, social security or disability benefits.

18. With respect to Credit Bureau Errors or Omissions Injury:

(a) to loss arising out of any dishonest, criminal or malicious act or omission, committed by any Insured; or

(b) to Bodily Injury, Property Damage or Personal Injury;

19. With respect to Professional Injury:

(a) to Bodily Injury or Property Damage insured elsewhere under this policy;

Exclusions (Continued)

(b) to Covered Injury arising out of the rendering of or the failure to render professional services by the Insured in the operation of any hospital, nursing home or other health care business.

(c) if the Insured or the Indemnitee of 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 or Indemnitee, including:

(1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications, and
(2) supervisory, inspection or engineering services;

(d) to liability of any Insured under the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, the Investment Advisor's Act of 1940, the Public Utilities Holding Company Act of 1935, the State Blue Sky or Securities Law or any lawful regulations issued pursuant to any of the aforementioned, or the common or statutory laws of the United States or any state thereof, or of any foreign nation or other jurisdiction, arising out of the performance of professional services related to any offering purchase, sale, tender, redemption, registration, holding or exchange of any any security or advice with respect thereto.

20. To Bodily Injury or Property Damage arising out of any Aircraft Product.

21. (a) Except with respect to Bodily Injury sustained by an employee of the Insured in the course of employment, this policy does not apply to loss:

(1) with respect to which an Insured under this policy is also an Insured under a nuclear energy liability policy issued by the 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

(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; or

(3) resulting from the Hazardous Properties of Nuclear Material, if

(a) the Nuclear Material (i) is at any Nuclear Facility owned by, or operated by or on behalf of, an Insured, or (ii) has been discharged or dispersed therefrom;

(b) the Nuclear Material is contained in Spent Fuel or Waste any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or

(c) the loss arises out of the furnishing by an Insured of services, materials,

Exclusions (Continued)

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 **Property Damage** to such **Nuclear Facility** and any property thereat.

(b) 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** 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 (2) 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** under paragraph (1) or (2) thereof;

"Nuclear Facility" means:

(1) any **Nuclear Reactor**,

(2) any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing **Spent Fuel**, or (c) handling, processing or packaging **Waste**;

(3) any equipment or device used for the processing, fabricating or alloying of **Special Nuclear Material** if at any time the total amount of such material is 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, basis, 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.

22. To Covered Injury arising out of the ownership or operation of any professional sports team or stadium used in conjunction therewith.

LIMIT OF LIABILITY

Irrespective of the number of acts, errors, omissions, Occurrences, or offenses which result in a Covered Injury, or the number of Insureds under this policy against whom claim is made or suit is brought, the Company's limits of liability apply as follows:

1. $8,000,000 combined single limit per act, error, omission, Occurrence, or offense, subject to:

   (a) $8,000,000 annual aggregate as respects the Products-Completed Operations Hazard, and

   (b) $8,000,000 annual aggregate as respects Bodily Injury by occupational disease(s) sustained by any employee(s) of the Named Insured.

2. The Company's limits of liability apply in excess of a Retained Limit retention by the Insured of $3,000,000 combined single limit per act, error, omission, Occurrence or offense.

   The inclusion or addition hereunder of more than one Insured shall not operate to increase the Company's limit of liability.

DEFENSE AND CLAIM EXPENSES

1. Claims and Suits - with respect to any claim or suit against the Insured seeking damages because of a Covered Injury to which this policy applies:

   (a) The Company shall have no duty to defend or pay covered Claim Expenses within the Retained Limit; however, if the claim or original suit for damages is brought within the United States of America, its territories or possessions, Canada or any other country or territory where it is not prohibited by law to do so, 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. Upon exhaustion of the Retained Limit or applicable underlying insurance, the Company shall have the right and duty to defend and pay Claim Expenses.

   (b) If the claim or original suit for damages is brought outside the United States of America, its territories or possessions, or Canada, the Company shall have the right, but not the duty, to investigate, settle or defend such claim or suit. Any time the Company elects not to investigate, settle or defend, the Insured, at the request of and subject to the supervision and control of the Company, shall make or cause to be made such investigation and defense as are necessary. The Insured shall effect, to the extent possible, such settlements as the Company deems prudent.

   (c) The Company, at its own expense, has the right but not the duty to appeal any judgment which exceeds any Retained Limit described in the Declarations Page. If the Company elects to appeal, it shall be liable for taxable costs, disbursements and interest incidental thereto, but it shall not otherwise incur any additional liability under this policy.

(Defense and Claim Expenses Continued)

(d) The Company shall pay all claim expenses directly incurred by the Company, and shall pay all claim expenses and other reasonable expenses incurred by the Insured with the prior authorization of the Company in the investigation or defense of a claim or suit which is under the supervision and control of the Company.

(e) "Claim Expenses" means:

(i) all costs incurred by the Insured in such claims or suits 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, whether in court or otherwise, that part of the judgment which does not exceed the limit of the Company's liability thereon;

(ii) Prejudgment interest awarded against the Insured on that part of any judgment paid by the Company. If the Company makes an offer to pay the applicable limit of insurance, the Company will not pay any prejudgment interest based upon that period of time after such offer;

(iii) Premiums on appeal bonds and premiums on bonds to release attachments in such suits, but not for bond amounts in excess of the applicable limit of liability of this policy; the company shall have no obligation to apply for or furnish any such bond;

(iv) Actual loss of earnings of the Insured not to exceed $100 per day.

(f) Bankruptcy of the Insured or the Insured's estate shall not relieve the Company of any of its obligations under this policy.

(g) All Claim Expenses shall be included within, and are not in addition to, the limits of liability provided by this policy.

2. Exhaustion of Total Limits of Liability - If any annual aggregate limit of liability of this policy is exhausted by the payment of judgments or settlements, then the company shall have no obligation with respect to any claim or suit alleging injury included within the Products-Completed Operations Hazard or by occupational disease, if applicable, except as follows:

(a) The Company will notify the Named Insured that insurance is no longer afforded by such injury and will tender to the Insured, or the Insured's designee, such authority as the company may have to supervise and control any claim or suit then outstanding;

(b) The Company and all Insureds shall cooperate and do all things necessary to effect the intent of this provision.

PERSONS INSURED

Each of the following is an Insured to the extent set forth below:

1. Named Insureds means the persons or organizations named as such on Page 1 of this policy and any subsidiaries, and subsidiaries thereof.

(Persons Insured Continued)

2. Partners and spouses are also Insureds, but only with respect to the conduct of the business of the Named Insured.

3. Executive Officers and Directors are Insureds, but only with respect to their duties as officers and directors of the Named Insured.

4. Employees of the Named Insured are Insureds, but only for acts within the scope of their employment by the Named Insured. However, none of these employees is an Insured for:

   (a) Bodily Injury or Personal Injury to any Insured or to a co-employee while in the course of his or her employment; except if the Insured has a written contract with the employee to indemnify them before a loss;

   (b) Property Damage to property owned or occupied by or rented or loaned to that employee, any other employees, or any partners.

5. Any person (other than an employee) or any organization while acting as real estate manager for the Named Insured is an Insured.

CONDITIONS

1. Premium - The premium for this policy is a flat premium and is not subject to adjustment except upon termination during the policy period or in connection with endorsements issued to this policy.

2. Severability of Interest - In the event of claims being made by reason of covered injury 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.

3. Notice of Occurrence - Whenever the Director of Risk Management of the Marmon Group, Inc. has information from which the Director of the Risk Management Department or any designee of such director may reasonably conclude that an Occurrence covered hereunder involved injuries or damages which, in the event that the Insured should be held liable is likely to involve this policy notice shall be sent to the Company or to any authorized agent of the Company as soon as is reasonably possible. Notice to any authorized agent shall be deemed notice to the Company if claim is made or suit is brought against the Insured for an amount in excess of the retention.

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 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.

(Conditions Continued)

5. 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 sum set forth in Item 3(A) of the Declarations for any one Occurrence including the cost and expense of such appeal.

6. 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.

7. Application of Salvages-Subrogation - The Named Insured may waive its rights of subrogation at any time prior to loss. 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.

8. 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.

9. 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.

10. **Cancellation** - This policy may be cancelled by the Company by mailing written notice to the Director of the Risk Management Department of The Marmon Group, Inc. stating when, not less than sixty (60) days thereafter, cancellation shall be effective; however, in the event of non-payment of premium, the Company may cancel this policy by mailing written notice, not less than ten (10) days thereafter. The mailing of notice as aforesaid by the Company to the Director of the Risk Management Department of The Marmon Group, Inc. 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 by the Company shall be equivalent to mailing.

    Cancellation by the Named Insured shall be computed in accordance with the customary short rate table and procedure. Cancellation by the Company will result in a computation of earned premium on a pro rata basis.

11. **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.

12. **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.

13. **Certificates of Insurance** - At their sole discretion, the Named Insured or Rollins Burdick Hunter of Illinois, Inc. may issue certificates of insurance under this policy to parties that have an interest in this insurance. Should the certificate add a third party as an additional insured, this policy, subject to all its terms and conditions, shall respond as if an endorsement adding such third party as an additional insured to this policy had been issued.

DEFINITIONS

1. Advertising Injury means injury arising out of one or more of the following offenses committed during the policy period:

    (a) Oral or written publication of material that slanders or libels a person or organization or disparages a person's character or organization's goods, products, or services;

    (b) Oral or written publication of material that violates a person's right of privacy;

    (c) Unfair competition, misappropriation of advertising ideas or style of doing business; or

    (d) Infringement of copyright, title or slogan.

2. Aircraft shall be deemed to include missiles, spacecraft or other aeronautical mechanisms.

3. **Aircraft Products and Completed Operations** means: (1) aircraft (including missiles or space craft and ground support or control equipment used therewith) and any other goods or products manufactured, sold, handled or distributed by the Insured or any services provided or recommended by the Insured or by others trading under his name for use in the manufacture, repair, operation, maintenance or use of any aircraft, and (2) any articles, furnished by the Insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, including ground handling tools and equipment, and also means training aids, instructions, manuals, blueprints, engineering or other data, engineering or other advice, and labor relating to such aircraft or articles.

4. **Bodily Injury** means bodily injury, shock, disability, fright, mental anguish, mental injury, sickness or disease sustained by a person during the policy period, including death resulting from any of these at any time.

   Damages because of **Bodily Injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**.

5. **Credit Bureau Errors or Omissions** means damages caused by the negligent act, error or omission of the Insured during the policy period arising out of the Insured's conduct in the Credit Bureau business. As respects **Credit Bureau Errors or Omissions** insurance, an extended period of discovery will apply:

   (a) If, during the term hereof, the Insured shall become aware of any act, error or omission which may subsequently give rise to a claim hereunder, the Insured shall, during this policy period, give written notice to the company of such act, error or omission, and any claim which may subsequently be made against the Insured arising out of such act, error or omission shall be deemed for the purpose of this insurance, to have been made during this policy period.

   (b) If any claim is first made against the Insured within one (1) year after termination of this insurance, caused by any negligent act, error or omission committed before the termination of this insurance, such claim shall be deemed, for the purpose of this insurance, to have been made during the policy period. This extension does not apply if there is any other valid or collectible insurance available to the Insured.

6. **Employee Benefits Program Errors or Omissions** means damages because of any negligent act or omission of the Insured, or of any other person for whose acts the Insured is legally liable, if such negligent act or omission is committed during the policy period in the Administration of the Named Insured's Employee Benefits Program.

(Definitions Continued)

For the purposes of this definition:

(a) **Administration** means:

(1) counselling employees, including their dependents and beneficiaries, with respect to the Employee Benefits Program;

(2) handling records in connection with the Employee Benefits Program; or

(3) effecting or terminating any employee's participation in a plan included in the Employee Benefits Program;

(b) **Employee** means officers and employees of the Named Insured, whether actively employed, disabled or retired.

(c) **Employee Benefits Program** means the following plans:

(1) group life insurance, group accident or health insurance, profit sharing plans, pension plans and stock subscription plans, provided that no one other than an employee may subscribe to such insurance or plans;

(2) unemployment insurance, social security benefits, workers' compensation and disability benefits;

7. **Forest Fire Act Injury** means liability under the Ontario Forest Fire Prevention Act of Canada 1948 (including any amendments thereof or supplements thereto) or the equivalent legislation of any province or territory of Canada, but only as respects the cost to others of controlling and/or extinguishing forest fires during the policy period.

8. **Insured Contract** means:

(a) A lease of premises;

(b) A sidetrack agreement or any easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade; or

(c) An undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality;

(d) A railroad sidetrack agreement;

(e) That part of a contract or agreement pertaining to the business of the Named Insured under which the Named Insured assumes the liability of another to pay damages because of Covered Injury, to a third person or organization, if the contract or agreement is made prior to the Covered Injury.

(f) A contract in which the Named Insured agrees before loss to indemnify:

(1) any employee of the Named Insured with respect to Bodily Injury or Personal Injury sustained in the course of employment by another employee of the Named Insured;

(2) any person or organization with respect to Bodily Injury or Property Damage arising out of the authorized use, by or on behalf of the Named Insured's Indemnitee, of an automobile owned or hired by the Named Insured.

(g) An Insured Contract does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(I) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(II) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the Insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the Insured's rendering or failing to render professional services, including those listed in (a) above and supervisory, inspection or engineering services; or

(3) That indemnifies any person or organization for damage by fire to premises rented or loaned to the Insured;

9. Insured means the Named Insured and:

(a) if the Named Insured is a partnership, each partner thereof, but only with respect to their liability as such;

(b) if the Named Insured is a sole proprietor, the person named as such and the spouse thereto, but only with respect to the conduct of the sole proprietorship designated in the declarations;

(c) if the Named Insured is a corporation, each officer, director and stockholder thereto, but only while acting within the scope of their duties as such;

(d) employees of the Named Insured while acting within the scope of their duties as such, but no employee shall be an Insured with respect to Bodily Injury, Personal Injury, or Medical Injury sustained by another employee in the course of employment by the Named Insured unless the Director of Risk Management, The Marmon Group shall elect to extend this coverage, before a loss.

(e) any other person or organization for whom the Named Insured has agreed in an Insured Contract to provide insurance. Such person or organization shall be an Insured only with respect to Bodily Injury and Property Damage arising out of:

(1) that part of any premises owned by or leased to the Named Insured, and

(2) operations conducted by or on behalf of the Named Insured.

(f) all vendors of all Named Insured's Products but only with respect to the distribution or sale in the regular course of the vendor's business of the Named Insured's Products;

(Definitions Continued)

The insurance with respect to the vendor does not apply to:

(1) any express warranty unauthorized by the Named Insured;

(2) Bodily Injury or Property Damage arising out of:

(i) any physical or chemical change in the form of the product made intentionally by the vendor;

(ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instruction from the manufacturer and then repacked in the original container,

(iii) products which, after distribution or sale by the Named Insured, have been labeled or relabeled or used as a container, part of or ingredient of, any other thing or substance by or for the vendor.

Except with respect to the limits of liability, the insurance afforded by this policy applies separately to each insured against whom claim is made or suit is brought.

10. Named Insured means the insureds designated as Named Insureds within the policy. The Named Insured also includes:

(a) The Pritzker Trusts. The term Pritzker Trusts means any trusts which have as a direct, indirect or contingent beneficiary any member of the Pritzker Family of Chicago.

(b) The Pritzker Family of Chicago. The Pritzker Family of Chicago, as used herein, means any or all of the lineal descendants of Nicholas J. Pritzker, deceased, including among others, Jay A. And Robert A. Pritzker, their lineal descendants and their current spouses.

(c) 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 the insurance afforded by this policy shall apply in excess of any other insurance with respect to which such new organization under this policy is also an insured under any such policy but for exhaustion of its limits of liability.

11. Named Insured's Products means Bodily Injury or Property Damage:

(a) arising out of goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under the Named Insured's name if the Bodily Injury or Property Damage occurs after possession or control of such goods or products has been relinquished to others by the Named Insured or by others trading under the Named Insured's name, and if such Bodily Injury or Property Damage occurs away from premises owned, rented or controlled by the Named Insured; provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, and shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;

Covered Injury arising out of rail cars manufactured, sold, or leased by the Named Insured shall be not deemed to be the Named Insured's Products or the Insured's work.

(b) Bodily Injury or Property Damage arising out of operations if the Bodily Injury or Property Damage occurs after such operations have been completed or abandoned and occurs away from the 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 any agreement, provided, further, the following shall not be deemed to be "Operations" within the meaning of this paragraph: (1) pick up or delivery, except from or onto a railroad car; (2) the maintenance of vehicles owned or used by or on behalf of the Insured; and (3) the existence of tools, uninstalled equipment or abandoned or unused materials.

12. Named Insured's Work means:

(a) work or operations performed by or on behalf of the Named Insured; and

(b) materials, parts or equipment furnished in connection with such work or operations. Named Insured's Work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in (a) or (b) above.

(c) Covered Injury arising out of rail cars worked upon by the Named Insured shall be deemed to be the Named Insured's Work.

13. Occurrence means an accident, happening or event, or related series of events, or continuous or repeated exposure to conditions, which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured.

14. Personal Injury means injury arising out of one or more of the following offenses committed during the policy period:

(a) false arrest, detention, imprisonment, malicious prosecution, or humiliation;

(b) wrongful entry or eviction or other invasion of the right of private occupancy;

(c) a publication or utterance:

(1) of a libel or slander or other defamatory, humiliating or disparaging material, or

(2) in violation of an individual's right of privacy; except publications or utterances in the course of or relating to advertising, broadcasting, or telecasting activities conducted by or on behalf of the Named Insured shall not be deemed Personal Injury;

(Definitions Continued)

(d) discrimination because of Race, Religion, Age, Sex or Physical Disability, but excluding:

(1) discrimination in the employment and/or hiring practices of the Insured, including wrongful dismissal or wrongful termination,

(2) discrimination committed by or at the direction of the Insured;

(3) judgment or final adjudication adverse to the Insured which established that such discrimination by the Insured occurred as the cause of action,

(4) insurance therefore which is prohibited by law.

15. (a) Products-Completed Operations Hazard includes all Bodily Injury and Property Damage occurring away from premises owned or rented by the Insured and arising out of the Named Insured's Products or the Named Insured's Work except:

(1) products that are still in the Named Insured's physical possession;

(2) work that has not yet been completed or abandoned.

(b) The Named Insured's Work will be deemed complete at the earliest of the following times:

(1) when all of the work called for in the Named Insured's contract has been completed;

(2) when all of the work to be done at the site has been completed if the Named Insured's contract calls for work at more than one site; and

(3) when that part of the work done at a job site had been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

(c) This hazard does not include Bodily Injury or Property Damage arising out of:

(1) the transportation of property;

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

16. Professional Injury means Bodily Injury or Property Damage arising out of the rendering of, or failure to render, during the policy period, professional services in the Insured's capacity as a:

(a) physician, surgeon, dentist, paramedic, medical or dental technician or nurse;

but only while acting in the capacity of an employee of the Named Insured.

The insurance afforded under the terms of this definition is excess over any other valid and collectible insurance available to any Insured.

17. Property Damage means

(a) 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,

(b) the loss of use of tangible property which has not been physically injured or destroyed if such loss of use is caused by an Evacuation or an Occurrence during the policy period, and

(c) (1) Fire damage to structures or portions thereof rented to or leased to the Named Insured, including fixtures permanently attached thereto, other than fire damage liability assumed by the Insured under any contract or agreement.

(2) Such insurance as is afforded under this Part (c) 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.

(d) necessary expenses incurred by others as the result of Evacuation.

For the purpose of this definition, Evacuation means the cost of removing persons or property from one area to another due to a threat of Bodily Injury or Property Damage resulting from the Named Insured's operations, provided such Evacuation is deemed necessary by any governmental authority.

18. Publishers Injury means injury arising out of one or more of the following offenses committed during the policy period in the Named Insured's capacity as a publisher:

(a) plagiarism, piracy or misappropriation of information or ideas;

(b) infringement of copyright, title or slogan;

(c) unfair competition by means of the invasion, misuse, misappropriation or infringement of literary or artistic property rights of another;

(d) trespass;

committed or alleged to have been committed in the acquisition, utterance or dissemination of matter (including, but not limited to, books and periodicals) published, republished, produced, printed, distributed or leased during the policy period by or with the permission of the Insured.

19. Retained Limit means the amount stated in Item 4 of the Declarations which shall be retained and be payable by the Insured with respect to each act, error, omission, occurrence or offense insured under this policy. Permission is granted to the Named Insured to insure all or any part of the Retained Limit. All claim expenses shall be included within, and are not in addition to, the retained limit.

20. Safe Berthing Injury means:

(a) Property Damage to barges or other vessels, their equipment, cargo, freight, and other interests on board (including the cost or expense of, or incidental to, the removal of wreckage of such property in the custody of the Insured at the Insured's landing or mooring facilities);

(b) any other Property Damage to the property of others arising out of the custodianship of barges and other vessels at the Insured's landing or mooring facilities whether such loss or damage occurs at or away from such premises; and

(c) Bodily Injury sustained by any person or persons and arising out of the custodianship of barges or other vessels at the Insured's landing or mooring facilities, caused by an Occurrence.

With respect to this coverage, the policy is further amended as follows:

(d) Salvage: with regard to the cost or expenses of, or incidental to, the removal of wrecks, such costs or expenses shall be reduced by the net proceeds of salvage that may inure to the benefit of the Insured. It is also a condition that the Insured shall make every reasonable effort to have the Corps of Engineers, United States Army, assume responsibility and expense for removal of such wreck before claim is made under this policy.

ENDORSEMENT #1

This endorsement, effective M. 12:01 A.M. OCTOBER 1, 1984 forms a part of

policy No. BE 1339366 issued to MARMON HOLDING'S, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY

IT IS AGREED THAT WHERE THE TERMS AND CONDITIONS OF THE PRINTED POLICY DIFFER FROM THE POLICY JACKET, THEN THE TERMS OF THE PRINTED POLICY WILL APPLY.

Peter L. Burgoyne
Authorized Representative

MARGRP CDA dm - 0804

LS 003544

ENDORSEMENT #2

This endorsement, effective M. 12:01 A.M. OCTOBER 1,1984 forms a part of

policy No BE 1339366 issued to MARMON HOLDINGS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY

IT IS AGREED THAT EXCLUSION 19(C) DOES NOT APPLY TO EMPLOYEES OF THE INSURED, WHEN SUCH EMPLOYEES ARE PERFORMING DUTIES EXCLUSIVELY FOR THE NAMED INSURED.

FOR THE PURPOSES OF THIS ENDORSEMENT ONLY, JOINT VENTURES, PARTNERSHIPS AND FRANCHISE OPERATIONS ARE NOT CONSIDERED NAMED INSUREDS

Peter L. Burrows

Authorized Representative

MARGRP CDA dm - 0805

LS 003545

(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 from 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;

(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 dispensed therefrom;

(ii) the nuclear material in 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.

LS 003547

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 name 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 occurrance 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 of 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,

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.

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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 terms "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 co omise, and shall also include hospital edical, 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 Injured," 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 involved injuries or damages which, in the event that the Insured should be held liable is likely to involve this policy notice shall be sent to the Company or to any authorized agent of the Company as soon as is reasonably possible. Notice to any authorized agent shall be deemed notice 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 he 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 the 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 appear 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 .ed or the Insured's underlying insur .ects 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 sum 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.

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.

Secretary

President
American Home
Assurance Co.

J. Dealessandro
President
National Union Fire Insurance
Company of Pittsburgh, Pa.