LMCS

Document	Indicator	Pages
Slip		
Endorsements		
Lloyds Wording	\	
ILU Wording		
CCP	\	
Cover Note		
Certificate		
Broker Listing		
Work-up Papers	\	
Other		

314950

PID 314950

Policy Details:

Assured		EXXON CORPORATION
	Code	EXX
Policy No		2KA16980/HA026882
Period		
	From:	01-JAN-82
	To:	01-NOV-82
Broker		C.T. BOWRING & CO., LTD.
	Code	509
Limits:		50,000,000
Excess:		35,000,000

COMMENTS

DATE 16-DEC-97

509 2KA16980

Lloyd's Policy

Code 4 USB

SC

R/N HA026882

a/c. EXXON CORPN.et al.

1/1/82 - 31/10/82

J(A)

Lloyd's, London

It is understood and agreed that the percentage signed by each Underwriting Syndicate is its proportion of 100% of limits stated herein

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Insured hereunder shared between the Members of those Syndicates.

FOR LPSO USE ONLY	BROKER	LPSO NO. & DATE
2094	509	63617 23 | 4 |82 |

AMOUNT PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF	PAGE
PERCENT			1
2.3766	190	0T64K02460FD	
0.7922	918	L02HX21D1351	
0.7922	219	292P	
0.5941	219	977P	
0.3961	694	4596LXX34088	
0.7922	553	ABTHXF	
0.2377	109	06	
0.5941	263	DXF5176X0007	
0.3961	661	005YE1425733	
0.1980	518	005YEXX04303	

THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1982/ 4

TOTAL LINE	NO. OF SYND	FOR LPSO USE ONLY
7.1693	10	5D 4344

P.S.O. 33

EXXON CORPORATION

1 JAN.82 to 1 NOV.82

BROAD FORM LIABILITIES

Lloyd's Policy

Whereas the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have hereunto subscribed their Names (hereinafter called 'the Underwriters'),

Now We the Underwriters hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

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

Now know Ye that We the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of Us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this Policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE,
General Manager

FOR EMBOSSMENT BY LLOYD'S POLICY SIGNING OFFICE

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

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:

Schedule

Policy ~~or Certificate~~ No. 2KA16980 / Contract No. (if any) HA026882

The name ~~and address~~ of the Assured EXXON CORPORATION et al

The risk and sum insured hereunder 7.1693% part of 100% of limits stated herein

as attached

The Premium U.S.$26,870.15 part of U.S.$374,794.52

The period of Insurance from as attached to as attached
both days inclusive, and for such further period or periods as may be mutually agreed upon

Dated in London the 16th May 1983

EXXON CORPORATION

DECLARATIONS

Item 1.	Named Insured:	(i) EXXON CORPORATION and its Affiliated Companies as they are now or may be hereafter constituted and/or (ii) ANCON INSURANCE COMPANY, S.A. as insurers, either directly or indirectly by means of reinsurance, of Exxon Corporation and its Affiliated Companies as they are now or may be hereafter constituted.
Item 2.	Postal Addresses:	(i) 1251 Avenue of the Americas, NEW YORK, N.Y. 10020 and (ii) P.O. Box 225, Hamilton 5, Bermuda.
Item 3.	Policy Period:	From: 1st January, 1982 00.01 hours, Greenwich Mean Time. To: 1st November, 1982 00.01 hours, Greenwich Mean Time.
Item 4.	Limit of Liability:	$50,000,000 any one loss occurrence.
Item 5.	Underlying Limit:	$35,000,000 any one loss occurrence as Article II (2).

ARTICLE I

Insurers hereby agree, subject to the limitations, terms and conditions, hereinafter mentioned (including endorsements attached hereto).

1. To pay the Insured, or to pay on their behalf all sums which the Insured shall be obligated to pay or incur as expenses by reason of the liability imposed upon the Insured by law or by Governmental or other local authoritative order, or assumed by the Insured under contract or agreement on account of "Personal Injury" and/or "Property Damage" caused by or arising out of each loss occurrence during the policy period, anywhere worldwide.

ARTICLE II

1. LIMIT OF LIABILITY

Insurers' liability hereunder shall not exceed fifty Million Dollars (50 ,000,000) for any one loss occurrence.

2. AMOUNT OF DEDUCTION

As respects coverage afforded under Article I, Insurers shall be liable only if and when the combined ultimate net loss sustained by the Insured in respect of interests described hereunder in any one loss occurrence exceeds 35 million U.S. Dollars (U.S.$35,000,000) or the total amount recoverable under any other remedies available to the Insured including but not limited to other insurances and/or contractual indemnities, whichever is the greater

ARTICLE III

PREMIUM

The premium for this policy shall be 374,794.52 for the period 1st January, 1982 to 1st November, 1982 and shall be payable at inception.

ARTICLE IV

ULTIMATE NET LOSS

The term "Ultimate Net Loss" as used herein shall mean the total sum, including expenses which the Insured becomes obligated to pay or would become obligated to pay but for an indemnity provided to the Insured by others, as a result of any one loss occurrence. As respects coverage afforded under Article I, Insurers shall be liable only if and when the Ultimate Net Loss sustained by the Insured exceeds the amount of deduction stated in Article II, 2 and subject otherwise to the terms, conditions and limitations stated herein.

ARTICLE V

OTHER INSURANCES

Other insurances, effected either by the Insured or by others on behalf of the Insured, are permitted and shall inure to the benefit of the Insured within the Amount of Deduction (stated in Article II (2)) however in the event that the amount of insurance afforded under said other insurance is in excess of the Amount of Deduction then Insurers hereon shall have the benefit of those other insurances, but only to the extent by which any recoveries thereunder exceed the Amount of Deduction.

Nothing herein shall be construed to make this Policy subject to the terms, conditions or limitations of such other insurance.

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However any insurance provided under policies issued, or reinsurance provided by Ancon Insurance Company S.A. or by any other affiliated insurance companies of the Insured shall be deemed to be other insurance and be permitted, but insurers herein shall not under any circumstances have the benefit of same in determining the amount of the ultimate net loss payable hereunder.

ARTICLE VI

EXCLUSIONS

This policy does not insure:

(a) Against assault and battery, if committed by or at the direction of the Insured, excepting that this exclusion shall not apply to personal injury or death resulting from any act of the Insured, alleged to be assault and battery, committed for the purpose of preventing or eliminating danger;

(b) Against claims made against the Insured:

(i) for repairing, withdrawing or replacing any defective product or products manufactured, sold, or supplied by the Insured or any defective part or parts thereof, or for the cost of such repair or replacement;

(ii) for improper or inadequate performance, design or specification of a product of the Insured, but nothing herein contained shall be construed to exclude claims made against the Insured for Personal Injuries including death or Property Damage resulting from improper or inadequate performance, design or specification;

(c) Against claims against the Insured arising from advertising, telecasting, broadcasting or publishing:

(i) for failure of performance of advertising contract (but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract);

(ii) for infringement of registered trade-mark or trade name by use thereof as the registered trade-mark or trade name of goods as advertised;

(iii) for mistake in advertised price;

(d) Against coverage as excluded by the attached Nuclear Incident Exclusion Clause - Liability - Direct (Broad);

(e) With respect to injury to or destruction of property, claims made against the Insured for damages suffered, directly or derivatively, by any shareholder or stockholder of the Insured arising out of the misfeasance, or nonfeasance of any officer or director of the Insured while acting in his offical capacity;

(f) Claims made against the Insured arising out of the ownership or any other rental use, lease or charter of any watercraft, it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is more specifically excluded under this policy.

For the purpose of this policy the following shall not be deemed to be watercraft except whilst in transit:-

An installation of any kind, fixed or mobile which is used for the purpose of exploring for, producing, treating, storing or transporting oil or gas from the sea bed or its subsoil, excluding any tank vessel not being used for storage of oil or gas commencing at the loading manifold thereof and excluding absolutely any self propelled tank or Supply vessel.

(g) Except with respect to a loss occurrence taking place in the United States of America, its territories or possessions, or Canada, against any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition, or destruction of or damage to property by or under the order of any government or public or local authority.

ARTICLE VII

DEFINITIONS

1. AFFILIATED COMPANIES (as respects Exxon Corporation)

The term "affiliated company" wherever used herein shall mean a corporation of which more than 50% of the voting shares are owned or controlled by Exxon Corporation either directly or indirectly, or any corporation declared to Insurers, subject to agreement of such Insurers.

AFFILIATED COMPANIES (as respects Ancon Insurance Company S.A).

The term "affiliated company" shall mean any company holding directly or indirectly all of the share of capital of Ancon Insurance Company S.A. or more than 50% of whose share capital is held directly or indirectly (a) by Ancon Insurance Company S.A., or (b) by a Company holding directly or indirectly all of the share capital of Ancon Insurance Company S.A. or (c) as declared to Insurers subject to agreement of such Insurers.

2. INSURED

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

(a) any person who was, is now or shall hereafter be an executive officer, director, shareholder, stockholder or employee of the Insured, while acting in his capacity as such;

(b) any person, organization, trustee or estate to whom the Insured is obligated:

(i) by virtue of a contract, or

(ii) by virtue of any agreement to provide insurance such as is afforded by this policy;

(c) with respect to any automobile or aircraft used by or on behalf of the 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 Insured;

(d) any interest covered as an additional Insured under any underlying insurance arranged by the Insured or any affiliated company as herein defined and then only to the extent and/or amount agreed to by the Insured;

(e) any employee welfare or pension benefit plan owned, controlled or operated by the Insured, its officers, directors or employees appointed by the Insured.

3. LOSS OCCURRENCE

The term "Loss Occurrence" shall include an event or a continuous or repeated exposure to conditions which cause injury, damage or destruction. Any number of such injuries, damage or destruction resulting from a common cause, or from exposure to substantially the same conditions, shall be deemed to result from one loss occurrence even though some of the claims making up the loss occurrence may be filed after expiration of this policy.

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with respect to Property Damage, including loss of use thereof, the words "Loss Occurrence" shall specifically include:

(i) an accident, which term includes injury to or destruction of property as the unforseen result of an intentional act, happening during the policy period or

(ii) a continuous or repeated exposure to conditions which unexpectedly or unintentionally causes injury to or destruction of property during the policy period. All damages arising out of such accident or exposure to substantially the same general conditions shall be considered as arising out of one loss occurrence.

4. PERSONAL INJURY

The term "Personal Injury" means bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, (all whether fatal or not) and the damages caused by or resulting from false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution, discrimination unless such coverage is prohibited by law, or unless committed by or at the direction of the Named Insured, humiliation, invasion of rights of privacy, libel, slander or defamation of character; also, piracy and any infringement of copyright, title or slogan or of property or contract rights committed or alleged to have been committed in the conduct of the Insured's advertising activities, or any other legal action alleging any of the foregoing by any other name.

5. PROPERTY DAMAGE

"Property Damage" means

(i) 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

(ii) 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.

ARTICLE VIII

BASIS OF RECOVERY

Any loss under Article I shall be the total sum which the Insured or any company as his Insurer pays or becomes obligated to pay by reason of Personal Injury or Property Damage liability, 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 cost, premiums on attachment or appeal bond, 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 loss occurrence covered hereunder, excluding only the salaries of the Insured and/or their employees, and office expenses of the Insured.

ARTICLE IX

CONDITIONS

1. SEVERABILITY OF INTEREST

With respect to Article I in the event of one of the Insureds incurring liability to any other of the Insureds, or Divisions of an Insured incurring liability to any Division of the same Insured, this policy shall cover the Insured or Division against whom claim is or may be made in the same manner as if separate policies had been issued to each Insured or Division.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II, Paragraph 1.

2. NOTICE OF LOSS OCCURRENCE

Whenever the Insured has information from which it may reasonably be concluded that a loss occurrence covered hereunder is likely to involve this policy, notice shall be sent to the Brokers who negotiated this insurance, who shall promptly inform Insurers and assign adjusters on behalf of Insurers. Failure to notify the Brokers of any occurrence which, at the time of its happening, did not appear to involve this policy but which, at a later date, gives rise to claims hereunder, shall not prejudice such claims.
For the purposes of the above clause, the word "Insured" shall mean:-

The Insurance Advisor, Exxon Corporation, 1251 Avenue of the Americas, New York, N.Y. 10020.

or as applicable

The President, Ancon Insurance Company S.A., P.O. Box 225, Hamilton 5, Bermuda.

For the purposes of the above clause, the word "Brokers" shall mean:-

Marsh & McLennan, Inc., 1221 Avenue of the Americas, New York, N.Y. 10020.

and

C.T. Bowring & Co. (Insurance) Ltd., The Bowring Building, Tower Place, London EC3P 3BE.

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3. SUBROGATION

The Insurers shall be subrogated to the extent of any payment hereunder to all the Insured's rights of recovery therefor; and the Insured shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights; however, the Insurers shall not have the right to be subrogated to or to require assignment of the Insured's right or rights of recovery against:

(a) any party as to whom the Insured, prior to loss, has waived or limited its right or rights of recovery, or

(b) any of the Insured's subsidiary or affiliated companies, or against their directors, officers, employees or members of their families, or

(c) any contractor, sub-contractor or other party if such party could charge back to the Insured the amount (or any part thereof) recovered by the Insured.

4. CONTROL OF CLAIMS

The Insured may take whatever immediate steps they may consider appropriate to mitigate any liability or anticipated or potential liability to third parties without the prior approval of Insurers and any such action shall be without prejudice to the Insured's right to recover hereunder. Insurers shall be given the opportunity to associate with the Insured in the defense and control of any claim, suit or proceeding relative to a loss occurrence where the claim or suit involves or appears reasonably likely to involve Insurers, and in the event Insurers wish to be associated with the Insured the Insured and Insurers shall co-operate in all things in the defense of such suit, claim or proceeding but Insurers 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.

In the event the Insured elects not to appeal a judgment involving the Insurers hereon, Insurers may elect to make such appeal, at their 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 Insurers for ultimate net loss exceed the amount set forth in Article II (1) for any one loss occurrence plus the cost and expense of such appeal.

5. CURRENCY

The premium and losses under this insurance are payable in United States currency and wherever the word "dollars" or the symbol "$" appears herein they are deemed to mean United States dollars.

In view of the worldwide coverage afforded herein, it is understood and agreed that in the event the Insured incurs a loss in a currency other than U.S. Dollars, Insurers, shall:

A. Pay the Insured the equivalent amount in U.S. Dollars at the rate of exchange determined by the average buy and sell offers quoted at the close of business by a mutually agreed upon representative New York bank at the close of business on the last business day prior to the date of payment to the Insured.

B. Pay on the Insured's behalf when required and at the option of the Insured, the incurred amount in the foreign currency necessary, provided that Insurers are legally able to do so.

6. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Insurers shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

7. CHANGES

Notice to, or knowledge possessed by, any person shall not effect a waiver or change in any part of this policy or estop Insurers or the Insured from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except with the express agreement of Insurers and subsequent issuance of an appropriate endorsement signed by Insurers.

8. CANCELLATION

Notwithstanding anything contained in this insurance to the contrary this insurance may be cancelled by the Insured at any time by written notice or by surrender of this contract of insurance. This insurance may also be cancelled by or on behalf of the Insurers by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this insurance, written notice stating when, not less than 90 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be cancelled by the Insured the Insurers shall retain the customary short rate proportion of the premium hereon.

If this Insurance shall be cancelled by or on behalf of Insurers the Insurers shall retain the pro rata proportion of the premium hereon.

Payment or tender of any unearned premium by the Insurers shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

9. SALVAGES AND RECOVERIES

In the event of any payment hereunder, the Insurers will act with all other interests (including the Insured) concerned in the exercising of rights of recovery or gaining of salvage. Any amount recovered shall be apportioned as follows:-

Any interest (including the Insured's) having paid an amount in excess of the amount of deduction as stated in Article II (2), plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The Insurers shall be reimbursed next to the extent of their actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Insured or any underlying Insurers, 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 Insurers, the Insurers shall bear the expenses thereof.

It is understood and agreed that proceeds from any other insurance effected by or on behalf of the Insured shall not be deemed to be recoveries for the purpose of this clause and that such proceeds shall be dealt with in the manner stated in Article IV.

10. ARBITRATION

In the event of any difference arising between the Insured and the Insurers with reference to this Insurance such difference shall at the request of either party (after all requirements of this insurance with respect to recovery of any claim shall have been complied with) be referred to three disinterested arbitrators, one being chosen by the Insured, one chosen by the Insurers, and the third chosen by the two aforesaid arbitrators before they enter into arbitration. In case the arbitrators so chosen do not agree as to the third arbitrator within four weeks after both shall have accepted service, the third arbitrator shall be chosen by an Acting Senior Judge of the United States District Court for the State of New York.

In default of any party hereto qualifying its arbitrator within four weeks after receipt of written notice from the other party, requesting it to do so, the requesting party may name both arbitrators and they shall proceed in all respects as above stipulated. Each party shall submit its case to the court of arbitration within four weeks of the close of the choice of the arbitrators. Any such arbitration shall take place in New York, N.Y., unless otherwise agreed by both parties, and the expense of arbitration shall be borne and paid as directed by the arbitrators. The arbitrators may abstain from jurisdictional formality and from following strictly the rules of law.

11. SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of Insurers hereon to pay any amount claimed to be due hereunder, Insurers hereon, 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 Mendes and Mount, 3 Park Avenue, New York, New York, and that in any suit instituted against any one of them upon this contract, Insurers will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The above named are authorised and directed to accept service of process on behalf of Insurers 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 Insurers' behalf in the event such a suit shall be instituted.

Further, pursuant to any Statute of any State, Territory or District of the United States which makes provision thereof, Insurers hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or sucessors 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 such process or true copy thereof shall be mailed.

12. PERMITS AND PRIVILEGES

(a) Permission is hereby granted the Insured, or any other party acting on behalf of the Insured, to effect contracts or agreements customary or necessary to the conduct of the business of the Insured under which the Insured may assume liability or grant releases therefrom, without prejudice to this insurance, provided such contracts or agreements, oral or written, insofar as they affect any loss hereunder, are concluded prior to such loss, and the rights and obligations of the Insurers shall be governed by the terms of such contracts or agreements.

(b) In the event that any provision of this policy is unenforcable by the Insured under the laws of any Province or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

13. SUE AND LABOUR

In case of any actual or imminent loss or misfortune, it shall be lawful and necessary for the Insured, their factors, servants and assigns, to sue, labour and travel for, in and about the defense, safeguard and mitigation of the liability insured hereunder or any part thereof without prejudice to this insurance, such additional expense to be borne by the Insurers, nor shall the acts of the Insured or the Insurers in mitigating, saving, and controlling the liability insured hereunder be deemed to be considered a waiver of any coverage contained herein, provided that such additional expense shall be included in the ultimate net loss (as defined in Article IV herein).

14. FRAUDULENT CLAIMS

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void with respect to such claim which shall be forfeited hereunder.

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ADDENDUM NO. 1

Attaching to and forming part of policy No.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM - APPLICABLE TO LIABILITY ARISING IN THE U.S.A. ITS TERRITORIES AND POSSESSIONS, PUERTO RICO AND THE CANAL ZONE).

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;

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(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 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,

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CORNELL-2009-104(e)-000978

(c) any equipment or device used for the processing, [illegible], or alloying of special nuclear material if at any time the total amount of such material in the custody of the [illegible] at the premises where such equipment or device [illegible] consists of or contains more than 25 grams of [illegible] uranim 233 or any combination thereof, or more than [illegible] 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 [illegible] "injury" or "destruction" includes all forms of radioactive contamination of property.

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - LIABILITY - DIRECT

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

For attachment in addition to the appropriate Nuclear Incident Exclusion Clause - Liability - Direct to liability insurances affording worldwide coverage

In relation to liability arising outside the U.S.A. or Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

11/2/64
N.M.A. 1477

LDN 310,584 EXXON 00871

CORNELL-2009-104(e)-000979

ADDENDUM NO. 2

Attaching to and forming part of Policy No. _____

Where this Policy acts as a reinsurance as provided for elsewhere herein the following clause shall apply:-

CLAIMS CONTROL CLAUSE

Notwithstanding anything herein contained to the contrary, it is a condition precedent to any liability under this Policy that:-

(a) the Reassured shall, upon knowledge of any loss or losses which may give rise to a claim under this Policy, immediately advise the Reinsurers thereof;

(b) the Reassured shall furnish the Reinsurers with all information available respecting such loss or losses, and the Reinsurers shall have the right to appoint adjusters, assessors and/or surveyors and to control all negotiations; adjustments and settlements in connection with such loss or losses;

(c) the Reinsured shall make no settlement of any loss covered hereunder without the prior agreement of the Reinsurers hereon.

ADDENDUM NO. 3

Attaching to and forming part of Policy No. _____

SEEPAGE POLLUTION AND CONTAMINATION COVERAGE ENDORSEMENT

Notwithstanding anything contained in Article I, paragraph 1, of this Policy, all other terms and conditions of this policy remaining unchanged and in consideration of premium included, Insurers agree to indemnify the Insured or pay on behalf of the Insured:

(a) All sums which the Insured shall be legally liable to pay as damages for personal injury (fatal or non-fatal) and/or loss of, damage to or loss of use of tangible property caused by or alleged to have been caused directly or indirectly by seepage, pollution or contamination arising out of the operations of the Insured.

(b) The cost of removing, containing, neutralizing or cleaning up seeping, polluting, or contaminating substances emanating from the operations of the Insured; but not to cover repairing, replacing, redesigning or modifying the offending facility.

Provided always that such seepage, pollution or contamination is caused by or arises out of a loss occurrence during the Policy Period.

ADDITIONAL EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT ONLY

(1) (a) Fines and Penalties
(b) Punitive or Exemplary Damages where prohibited by law.

(2) Damage to or loss of use of property belonging to the Insured or in the Insured's care, custody or control.

(3) Claims resulting directly or indirectly from any seepage, pollution or contamination if such seepage, pollution or contamination (1) results directly from any known violation of any governmental statute, regulation, ordinance or law applicable thereto, (2) is intended or expected from the standpoint of the Insured or any other person or organization acting for or on behalf of the Insured.

(4) Claims arising from the operations of Creole Petroleum Inc. as respects operations on, over or under water.

LDN 310,584 EXXON 00873

CORNELL-2009-104(e)-000981

ADDITIONAL ASSUREDS

This insurance shall also indemnify in respect of contractors and/or sub-contractors of the Insured and/or any parties whom the Insured has agreed to hold harmless in respect of liabilities and costs set out in (a) and (b) of Clause 1 (coverage) of this Endorsement pursuant to operating agreements with such parties.

LIMITS OF LIABILITY

Subject to the limits of liability specified in this Endorsement, it is hereby agreed that in the event of liability involving loss covered by this Endorsement together with liability covered elsewhere in the Policy the Limit of Liability and Amount of Deduction stated in Article II shall apply to the overall loss.

All other terms and condtions of this Policy remaining unchanged.

LDN 310,584 EXXON 00874

CORNELL-2009-104(e)-000982

ADDENDUM NO. 4

Attaching to and forming part of Policy No. _____

JOINT VENTURE CLAUSE ENDORSEMENT

1. It is hereby understood and agreed by the Insured and Insurers that, as regards any liability of the Insured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Insured has an interest, the liability of Insurers under this Policy shall be limited to the product of (a) the percentage interest of the Insured in the liability of said Joint Venture and (b) the total limit of liability insurance afforded the Insured by this Policy. Where the percentage interest of the Insured in liability of said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

2. It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph 1, the liability of Insurers under this Policy, as limited by paragraph 1, shall be excess of the sum of (a) such reduced limits of underlying Insurance(s), and (b) the limits of any underlying insurance(s) not reduced.

3. It is further understood and agreed that any limits which may be self-insured by the Insured shall, for the purposes of the application of this clause, be deemed to be insured and to incorporate and be subject to an identical joint venture clause.

4. Notwithstanding anything contained herein to the contrary it is understood and agreed that with respect to Joint Ventures the liability of Insurers under this Policy shall apply only to the Named Insured and such liability shall be limited as provided for above.

LDN 310,584 EXXON 00875

CORNELL-2009-104(e)-000983

ADDENDUM NO. 5

Attaching to and forming part of Policy No.

AIRCRAFT REFUELLING ENDORSEMENT

TARBOX

Any "Joint Venture" Clause contained in this Policy shall not apply to any liability of the Insured arising out of "Aircraft Refuelling" of the "Insured's Customer(s)" by the Insured or others if the Insured, as a party to a joint venture, co-venture, joint lease, joint operating agreement or partnership, is solely liable by operation of law or agreement for all the liabilities of such joint venture, co-venture, joint lease, joint operating agreement or partnership, arising out of "Aircraft Refuelling".

"Aircraft Refuelling" includes (1) all operations relating to the storage, sale, handling, or distribution of aviation petroleum and related products, (2) refuelling, defuelling and lubrication, and (3) where incidental to the foregoing, minor repairs to aircraft, servicing and taxiing operations.

"Insured's Customer(s)" as used herein, does not include credit card holder(s) of the Insured when others, except contractors or agents of the Insured, honour such credit card(s) or when others, except contractors or agents of the Insured, perform the Insured's Contract(s) pursuant to assignment(s).

LDN 310,584 EXXON 00876

CORNELL-2009-104(e)-000984

ADDENDUM NO. 6

Attaching to and forming part of Policy No: _____

AIRCRAFT REFUELLING SUPPLEMENTARY ENDORSEMENT

Notwithstanding anything contained in Addendum No.4, it is hereby noted and agreed that with regard to Aircraft Refuelling (as defined herein) carried out through Joint Ventures (as defined herein), the Joint Venture Clause and/or Aircraft Refuelling Clause as applicable and which are incorporated herein shall apply on the basis of the percentage liability established by operation of law or agreement.

It is further understood and agreed that the underlying layer shall be deemed to be on the same basis.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II (1).

LDN 310,584 EXXON 00877

CORNELL-2009-104(e)-000985

ADDENDUM NO. 7

Attaching to and forming part of Policy No. _____

ADDITIONAL INSUREDS ENDORSEMENT

In consideration of the premium charged, it is agreed that the following are added as additional Insureds;

Altona Petrochemical Company Ltd.,

Australian Synthetic Rubber Company Ltd.,

P.T. Stanvac Indonesia,

Petroleum Tankship Company Ltd.,

Petroleum Refineries Australia,

Reliance Electric Company,

and their affiliated companies as they are now or hereafter constituted.

The inclusion or addition hereunder of more than one Insured shall not operate to increase Insurers limits of liability beyond those set forth in the Declarations.

LDN 310,584 EXXON 00878

CORNELL-2009-104(e)-000986

ADDENDUM NO. 8

Attaching to and forming part of Policy No.

EXXON CORPORATION et al

COMBINED DEDUCTIBLE ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that in the event of an occurrence occurring which involves both:-

1. (a) the Assured's Onshore Property (as more fully defined and as covered under Policy No.

or

(b) the Assured's Offshore Property (as more fully defined and as covered under Policy No.

AND

2. Third Party Liability as more fully defined and covered hereunder.

Then the underlying limit under this Policy shall be reduced by the dollar amount by which the amount of loss applicable to Onshore or Offshore Property which is recoverable under the above mentioned policies exceeds $15,000,000 but in no event shall the underlying limit under this Policy be less than $50000,000.

Nothing contained herein shall operate to increase the Insurers limit of liability as set forth in the Policy to which this endorsement is attached.

LDN 310,584 EXXON 00879

CORNELL-2009-104(e)-000987

ADDENDUM NO. 9

Attaching to and forming part of Policy No. _____

STEP-DOWN ENDORSEMENT

In the event an occurrence results in the exhaustion of underlying limits and part of the loss is insured in the underlying coverage but excluded by this layer it is agreed that in determination of the amount of the loss covered by this layer Insurers will give the following priority with respects to the order in which the loss led to the exhaustion of the underlying cover, or the point at which the coverage under this layer begins to apply:

1. The part of the loss which is insured by underlying coverage but not by this Policy. (As addendum No 8).

2. The part of the loss which is insured by both underlying coverage and by this Policy.

LDN 310,584 EXXON 00880

CORNELL-2009-104(e)-000988

ADDENDUM NO. 10

Attaching to and forming part of Policy No. _____

"OPOL"

It is understood and agreed that Insurers hereon will indemnify or pay on behalf of the Insured any sum or sums that the Insured may be required to pay following the provisions of the Offshore Pollution Liability Agreement, as amended August 31, 1981, and renewals thereof, but coverage hereon subject to United Kingdom jurisdiction.

However, Insurers hereon shall not be liable for:

1. (a) Fines and Penalties
   (b) Punitive or Exemplary Damages where deemed uninsurable by law.

2. Any dues, assessments and other sums properly payable to "The Offshore Pollution Liability Association Limited".

3. Any payment to "The Offshore Pollution Liability Association Limited" for any share of any amount falling due from the Association under the guarantee provided in the Offshore Pollution Liability Agreement.

4. Any changes or alterations to the Offshore Pollution Liability Agreement (as amended August 31, 1981) unless submitted to and approved by Insurers.

5. Incidents occurring outside the policy period hereof as defined in "OPOL" agreement.

Notwithstanding the foregoing this Endorsement shall only pay in excess of the Amount of Deduction stated in the Policy and shall not operate to increase Insurers' total limit of liability in respect of any one occurrence.

LDN 310,584 EXXON 00881

CORNELL-2009-104(e)-000989

ADDENDUM NO. 11

Attaching to and forming part of Policy No. _____

EMPLOYEE BENEFIT LIABILITY EXTENSION

1. INSURING AGREEMENTS

A) LIABILITY FOR EMPLOYEES BENEFIT PROGRAMS

The Insurers agree to 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:

(I) An employee
(II) A prospective employee
(III) A former employee
(IV) The beneficiaries, or legal representatives, therefore

for damages caused by any negligent act, error or omission in the administration of Employee Benefit Programs.

B) POLICY PERIOD

Coverage provided under this Policy applies only to:

(I) Claims brought against the Insured, during the policy period, for acts that occurred prior to the policy period provided that the Insured, at the effective date of this Policy, had no knowledge of, or could not have reasonably foreseen, any circumstances which might result in a claim or suit.

(II) Such errors, omissions or negligent acts which occur during the policy period and concerning which the Insured has given written notice to the Insurers during the policy period.

2. INSURED

The unqualified word "Insured" includes not only the Named Insured, but also any Partner, Executive, Officer, Director, Stockholder, or any person for whose acts the Named Insured is legally liable, provided such person is authorized to act in the administration of the Insured's Employee Benefit Programs.

3. LIMITS OF LIABILITY

The limit of liability specified in Item 4 of the Declarations of this policy as applicable to "each claim" is the total limit of the Insurers liability for all damages incurred on account of any claim or suit covered hereunder, the limit of liability stated as "aggregate" is, subject to the above provision respecting each claim, the total limit of the Insurers liability for all damages incurred on account of all claims or suits covered hereunder and occurring during any one annual policy period.

The inclusion of more than one Insured in this policy shall not operate to increase the insurers limit of liability under this extension.

4. EXCLUSIONS

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 loss of use thereof.

c) to any claim for failure of performance of contract by any Insurer, including the failure of any Employee Benefit Program.

d) to any claim based upon the Insured's failure to comply with any law concerning Workmen's Compensation, Unemployment Insurance, Social Security or Disability Benefits, or any similar legislation that may be enacted.

e) to any claim based upon:

(I) failure of any investment plan to perform as represented by an Insured.

(II) advice given by an Insured to an employee to participate or not to participate in investment subscription plans.

(III) the inability of Employee Benefit Programs to meet their obligation due to insolvency.

f) to any claim based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974 and amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

LDN 310,584 EXXON 00883

CORNELL-2009-104(e)-000991

5. DEFINITIONS

(a) "Employee Benefit Programs" shall mean Group Dental Insurance, Group Health Insurance, Profit Sharing Plans, Pension Plans, Employee Investment Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security, Disability Benefits Insurance and Travel, Savings or Vacation Plans or any similar Benefit Programs.

b) Administration shall mean:
(I) Giving counsel to employees with respect to Employee Benefits Program.
(II) Interpreting the Employee Benefit Program.
(III) Handling of records in connection with the Employee Benefit Programs.
(IV) Effecting, enrollment, temination or cancellation of employees under the Employee Benefit Programs.

Provided all such acts are authorized by the Named Insured.

LDN 310,584 EXXON 00884

CORNELL-2009-104(e)-000992

ADDENDUM NO 12

Attaching to and forming part of Policy No.

It is understood and agreed that effective inception the following is included hereunder as an additional Named Insured:-

SURINAME JOINT VENTURE

It is further understood and agreed that the Joint Venture Clause attached to this Policy does not apply with respect to the operations of this Joint Venture.

It is warranted as a condition of this Policy that the partners in this Joint Venture will warrant that no other insurance applies.

LDN 310,584 EXXON 00885

CORNELL-2009-104(e)-000993

ADDENDUM NO. 13

Attaching to and forming part of Policy No.

It is hereby noted and agreed that the Insured, in common with many other major oil companies has entered into an agreement known as:-

"PRUDHOE BAY UNIT OPERATING AGREEMENT"

It is further understood and agreed that the Insured's Contractual liability resulting from the above agreement is covered hereunder subject to the terms, limitations and conditions of this Policy.

It is also further understood and agreed that for the purposes of the operation of the Joint Venture Clause contained in this Policy, the said "PRUDHOE BAY UNIT OPERATING AGREEMENT" shall be deemed to be a Joint Venture as defined therein.

LDN 310,584 EXXON 00886

CORNELL-2009-104(e)-000994

ADDENDUM NO. 14

Attaching to and forming part of Policy No.

It is understood and agreed that effective inception the following entity is included hereunder as an additional Named Insured:-

N.V. NEDERLANSE AARDOLIE MAATSCHAPPIJ

It is further understood and agreed that the above additional Named Insured shall be subject to the provisions of the Joint Venture Clause contained in this Policy.

LDN 310,584 EXXON 00887

CORNELL-2009-104(e)-000995

ADDENDUM NO. 15

Attaching to and forming part of Policy No: _____

SPECIFIC EXCESS WORKERS' COMPENSATION ACT
LIABILITY EXTENSION

Insurers hereby agree that this policy extends to indemnify the Named Insured in the manner following:

1. INSURING AGREEMENT

If at any time during the period of the policy to which this extension attaches, any employee in the immediate service of the Named Insured shall sustain any personal injury (fatal or non-fatal) by accident or occupational disease while engaged in the service of the Named Insured and the Named Insured shall be liable to make compensation for such injury solely under or by virtue of the Workers' Compensation Law(s) and/or Occupational Disease Law(s) of the United States which may be in force at the time such injury is sustained, the Insurers shall indemnify the Named Insured to the extent hereinafter mentioned against all sums for which the Named Insured shall be so liable.

As regards personal injury (fatal or non-fatal) by accident, this extension is to pay only the excess of $35,000,000 ultimate net loss in respect of each and every disaster with a limit of liability as set forth in Item 4 of THE DECLARATIONS.

As regards personal injury (fatal or non-fatal) by occupational disease, this extension is to pay only the excess of $35,000,000 ultimate net loss in respect of each employee with a limit of liability as set forth in Item 4 of THE DECLARATIONS in respect of each employee and in all under this Policy.

2. DEFINITIONS

(A) The word "disaster" as used in this extension shall mean an accident or series of accidents arising out of one occurrence.

(B) The words "ultimate net loss" as used in this extension shall be understood to mean the total sum actually paid by way of periodical compensation benefits and/or in final settlement of any claims for Workers' Compensation including occupational disease for which the Named Insured is liable, after making deductions for all recoveries or benefits and for all claims upon other insurances or re-insurances, whether collected or not, and shall also include expenses and "costs".

(C) The word "costs" as used in this extension shall mean adjustment, investigation and legal expenses (excluding, however, all expenses for salaried employees and retained counsel of and all office expenses of the Named Insured) incurred with the written consent of the Insurers.

3. It is further understood and agreed that not later than twenty-four months from the expiry date of this Policy, the Named Insured shall advise the Insurers of all claims not finally settled which are likely to result in claims under this Policy. The Insurers may then or at any time thereafter intimate to the Named Insured their desire to be released from liability in respect of any one or more of such claims. In such event, the Named Insured and the Insurers shall mutually appoint an Actuary or Appraiser to investigate, determine and capitalise such claim or claims and the payment by the Insurers of their portion of the amount so ascertained to be the capitalised value of such claim or claims shall constitute a complete and final release of the Insurers.

Nothing contained herein shall operate to increase the Insurers Limit of Liability as set forth in Article II of this Policy.

LDN 310,584 EXXON 00889

CORNELL-2009-104(e)-000997

ADDENDUM NO. 16

Attaching to and forming part of Policy No.

UNIT OPERATING AGREEMENTS

It is understood and agreed that so called "Unit Operating Agreements", are deemed to be Joint Ventures and accordingly subject to the application of the Joint Clause herein, which, for the purposes of this endorsement, shall apply on the basis of the Insureds' percentage of liability established by operation of law or unit operating agreement.

LDN 310,584 EXXON 00890

CORNELL-2009-104(e)-000998

ADDENDUM NO. 17

Attaching to and forming part of Policy No.

It is hereby understood and agreed that in those instances where the Insured have an arrangement whereby policies are issued by A.I.R.C.O. affording such coverage as is afforded hereunder then this Policy shall be held to be a reinsurance of and to indemnify A.I.R.C.O. but only to the extent that such coverage is afforded under this Policy by virtue of its terms, conditions and exclusions.

It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers limit of liability hereunder beyond $50,000,000 any one loss occurrence or make this policy respond in excess of less than $35,000,000 any one loss occurrence, except as specifically provided for elsewhere herein.

LDN 310,584 EXXON 00891

CORNELL-2009-104(e)-000999

ADDENDUM NO. 18

Attaching to and forming part of Policy No.

It is noted and agreed that with effect from Inception, AVIATION SERVICES SAUDI ARABIA LTD., a Joint Venture known as EXXON ASSA, is included as additional Named Insured with 100% coverage available hereon.

LDN 310,584 EXXON 00892

CORNELL-2009-104(e)-001000

ADDENDUM NO. 19

Attaching to and forming part of Policy No.

It is noted and agreed that effective 1st January, 1980 an Exxon Corp. Affiliate, Esso Exploradora Y. Productora Argentina Inc. is engaged in a Joint Venture involving exploration activities offshore Argentina.

It is further noted and agreed that for the purposes of this operation the Joint Venture Clause hereon is waived with 100% coverage provided hereon.

LDN 310,584 EXXON 00893

CORNELL-2009-104(e)-001001

ADDENDUM NO. 20

Attaching to and forming part of Policy No.

It is understood and agreed that with respect to the RELIANCE ELECTRIC COMPANY only the following Exclusion shall apply.

AVIATION PRODUCTS EXCLUSION

It is understood and agreed that this policy does not apply to liability imposed upon the Insured by law or assumed under contract or agreement by the Insured involving "Aviation Products".

The term "Aviation Products" as used in this exclusion means any aircraft (including missiles or space-craft and any ground support or control equipment used therewith) and any product 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 and also means training aids, instruction, manuals, blueprints, engineering or other data, engineering or other advice and services and labour relating to such aircraft or products.

LDN 310,584 EXXON 00894

CORNELL-2009-104(e)-001002

ADDENDUM NO. 21

Attaching to and forming part of Policy No.

It is hereby understood and agreed that in respect of Imperial Oil Company of Canada the Insured have an arangement whereby the American Home Insurance Company issue policies affording such coverage as is afforded hereunder as a consequence of which it is hereby agreed that this Policy shall be held to be a reinsurance of and to indemnify American Home Insurance Company but only to the extent that such coverage is afforded under this Policy by virtue of its terms, conditions and exclusions.

It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers limit of liability hereunder beyond $50,000,000 any one loss occurrence or make this policy respond in excess of less than $35,000,000 any one loss occurrence, except as specifically provided for elsewhere herein.

LDN 310,584 EXXON 00895

CORNELL-2009-104(e)-001003

ADDENDUM NO. 22

Attaching to and forming part of Policy No.

It is noted that effective inception, the Insured has a 35% interest in a Joint Venture with MOBIL known as "Petroleum Refineries Australia" which is covered hereunder as an additional Named Insured (in respect of the Insured's interest only) - Addendum No.7.

It is further noted that MOBIL, which holds the other 65% interest in this Joint Venture carries total third party liability limits of $300,000,000 each occurrence: whereas Exxon's total limits are $260,000,000.

In order to provide the Insured with equivalent limits (i.e. 35% of $300,000,000) in respect of this Joint Venture it is hereby understood and agreed that the Insured's interest shall be deemed to be not exceeding 40.385% solely for the purposes of the application of the Joint Venture Clause contained herein (Addendum No.4), but nothing contained in the foregoing shall be taken as increasing the Insured's interest under the Joint Venture from 35% for the determination of their liability in the event of a loss occurrence.

Date 16th May 1983

Policy No. 2KA16980

THE SCHEDULE

The Insured ~~EXXON CORPORATION et al~~ AS ATTACHED

Premium U.S.$17,221.06 part of U.S.$374,794.52

Sum Insured

as attached

The Interest Insured

as attached

Insured Perils

as attached

Period of Insurance

From as attached To as attached

and for such further period or periods as may be mutually agreed.

COINSURANCE CLAUSE

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 2KA16980 issued by Lloyd's Underwriters, London covering the identical subject matter and risk.

No. 2KA16980

PSAC
POLICY

SC

R/N HA026882

Name EXXON CORPN.et al

Expiry Date 31/10/82

LDN 310,584 EXXON 00898

CORNELL-2009-104(e)-001006

EXXON CORPORATION

1 JAN.82 to 1 NOV.82

BROAD FORM LIABILITIES

The Insurers	PSAC Company Number	Whether CCSA or not	Proportion	Reference Numbers
CNA Reinsurance of London Ltd	C4009		1.5844%	F350022366
British National	B3002		0.7922%	02525208820N
Stronghold Insurance Co.Ltd.	S0404		1.9805%	227344
Yasuda (UK) per Leslie and Godwin Agencies Limited	Y1901		0.2377%	82059935

PSAO No. 12

PSAC POLICY

IN CONSIDERATION of the Insured named in the Schedule hereto having paid the premium stated in the said Schedule to the Insurers named herein who have hereunto subscribed their Names ("the Insurers")

THE INSURERS HEREBY SEVERALLY AGREE each for the proportion set against its own name to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein. Provided that the aggregate liability of the Insurers shall not exceed the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

IN WITNESS WHEREOF the Policy Signing Manager of THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC") has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies.

Signed: ..... *Policy Signing Manager*

Policy Department Seal

Date as in the Schedule.

PSAC POL. I REVISED 9/78

No. 2KA16980

4.5551% part of 100% of limits stated herein

Whereas EXXON CORPORATION et al

~~of~~

hereinafter called the Assured, U.S.$17,072.26 part of paid U.S.$374,794.52 Premium or Consideration to Us, the undersigned Assurers to insure against loss as follows, viz:

as attached

during the period commencing at day of.
as attached ~~19~~ , and ending at
day of as attached ~~19~~ .

Now know ye that we the undersigned Assurers do hereby bind ourselves each **Company** for itself only and not the one for the other, to pay or make good to the Assured or the Assured's Executors, Administrators and Assigns, all such loss as above stated, not exceeding the sum of
four point five five five one per cent part of one hundred per cent of limits stated herein

in all, that the Assured may sustain during the said period, within Seven Days after such loss is proved and that in proportion to the several sums by each of us subscribed against our respective names not exceeding the several sums aforesaid.

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

In witness whereof I being a representative of the Leading Office which is duly authorised by the Assurers have hereunto subscribed my name on their behalf this Sixth day of October 1983

DIRECTOR
H. S. WEAVERS (UNDERWRITING) AGENCIES LTD

3.9610%	31.18% Walbrook Ins. Co. Ltd.	
	10.75% El Paso Ins. Co. Ltd.	
	18.82% Dart Ins. Co. Ltd.	
	8.06% Louisville Ins. Co. Ltd.	
	8.61% Bermuda Fire & Marine Ins. Co. Ltd.	
	10.75% "Winterthur" Swiss Ins. Co.	
	9.68% Mutual Reinsurance Co. Ltd.	
	2.15% Compagnie Europeenne d' Assurances Industrielles S.A.	
	(per H.S.Weavers(Underwriting)Agencies Ltd.)	82L02G38439
.5941%	Folksam International Ins. Co. (U.K.) Limited	C0092582

Assured : EXX EXXON CORPORATION
Policy Number : 2KA16980/HA026882 Period : 01-JAN-82 To 01-NOV-82

Policy Layer : 4
Broker : 509 - C.T. BOWRING & CO., LTD.
Coinsurance : .000000%
Asbestos Costs : Pollution Costs : Aggregate Extension : N
Primary :
Comment :
Currency : USD - US DOLLARS
Policy Type : ZZZ - Unknown

Named Assured	Inception Date	Expiry Date
EXXON CORPORATION	01-JAN-82	01-NOV-82

Policy Limits

Type	Class	Qual	Value	Excess	Comments	Assured	OAD	CS
CSL	NP	OCC	50000000	35000000	35,000,000	EXXON CORPORATION	O	C

Assured : EXX EXXON CORPORATION
Policy Number : 2KA18980/HA02B882 Period : 01-JAN-82 To 01-NOV-82

Placement Information

Slip No : 1

Involvement : 100.00000%

LPSO No : 63517 Date : 23-APR-82 Year : 1982
ILU No : Date : Year :
LIRMA No : 82060B0002499 Date : 09-JUN-82 Year : 1982
LUNCO : LUCRO :
LACO : LCO :
Lead Syndicate : 190 Slip Leader : FOR SLIP LEADER USE ONLY!!!!!!
Lead Company : FOR SLIP LEADER USE ONLY!!!!!!
Aviation Code : Non-Marine Code : A Marine Code : Risk Code :

Market Lines

Bureau	Insurer	Name		Line	Underwriter Reference	Status
O	W/WICL	WALBROOK INS CO LTD	PER HSW	1.235000	82LO2G38439	X
O	W/EPIC	EL PASO INS CO LTD	PER HSW	.425800	82LO2G38439	X
O	W/DICL	DART INS CO LTD	PER HSW	.745500	82LO2G38439	X
O	W/LOIC	LOUISVILLE INS CO LTD	PER HSW	.319300	82LO2G38439	X
O	W/BFM	BERMUDA FIRE & MARINE		.341000	82LO2G38439	X
O	W/WSIC	WINTERTHUR SWISS INS CO	PER HSW	.425800	82LO2G38439	S
O	W/MRCL	MUTUAL REINSURANCE CO LTD	PER HSW	.383400	82LO2G38439	X
O	W/CEDA	COMP. EUROPEENE D'ASS. INDUST.	PER HSW	.086200	82LO2G38439	S
L	190	SYNDICATE 190		2.376800	0764KD2480FB	S
L	918	SYNDICATE 918		.792200	L02HX21D1351	S
L	219	SYNDICATE 219		.792200	292P	S
L	218	SYNDICATE 218		.584100	977P	S
L	694	SYNDICATE 694		.398100	4598LXX34088	S
L	553	SYNDICATE 553		.792200	ABTHFX	S
L	109	SYNDICATE 109		.237700	08	S
L	263	SYNDICATE 263		.584100	DXF5176X0007	S
L	661	SYNDICATE 661		.398100	005YE1425733	S
L	518	SYNDICATE 518		.198000	055YEXX04303	S
O	FLKSM	FOLKSAN INTERNATIONAL		.594100	C0092582	S
P	C4009	CNA RE		1.584400	F350022868	S
O	BNIC	BRITISH NATIONAL INS CO		.792200	0252620882ON	X
P	STRHLD	STRONGHOLD		1.980500	227344	S
P	YASLIR	YASUDA FIRE & MARINE (UK) LTD (EX LIRMA)		.237700	82059935	S

Total : 16.319200 % taken by 23 lines.