Exhibit "XX"

873202

Western Farmers Insurance Policies

Western FARMERS ASSOCIATION
201 Elliott Ave. W., Seattle, WA 98119, (206) 284-8500
MICHAEL G. WICKSTEAD
Secretary & Corporate Counsel

October 27, 1981

Mr. Charles Habergarten
Vice President and General Counsel
Farmers Union Central Exchange, Inc.
PO Box 43089
St. Paul, Minnesota 55164

Dear Chuck:

Enclosed is a list and description of insurance coverage presently carried by Western Farmers Association, excluding employee benefits (copies of each policy are attached), to be an Exhibit to the Western Farmers Association-CENEX Purchase and Sales Agreement.

If there is any question concerning the policies, please call me.

Sincerely,

MICHAEL G. WICKSTEAD

MGW:hk

cc: T. Rohricht
T. Zilly

1-7-82
Have copies of WFA insurance policies to. Dave Beckwith
CR

Western FARMERS
ASSOCIATION
201 Elliott Ave. W., Seattle, WA 98119, (206) 284-8500

September 8, 1982

Mr. Charles Habergarten
Vice President & General Counsel
Farmers Union Central Exchange, Inc.
P. O. Box 43089
St. Paul, Minnesota 55164

Dear Chuck:

Enclosed is one more insurance policy endorsement adding CENEX AG, Inc. to a liability policy carried by Western Farmers Association.

Yours very truly,

MICHAEL G. WICKSTEAD
Secretary & Corporate Counsel

MGW:pow/47
Enclosure

Copies sent to Lorraine in Insurance 9-13-82

Marsh & McLennan

Marsh & McLennan, Incorporated
Norton Building
Seattle, Washington 98104
Telephone (206) 223-1240

June 18, 1982

Mr. Michael G. Wickstead
Secretary and Corporate Counsel
Western Farmers Association
201 Elliott Avenue West
Seattle, Washington 98119

Integrity Insurance Company
Policy No. ISX600-396

Dear Mr. Wickstead:

Enclosed please find an Endorsement to the captioned Excess Liability policy adding CENEX AG, INC. as an additional insured.

Please attach this Endorsement to your policy.

Sincerely,

Patti Viniconis

Patricia Viniconis
Account Executive Assistant

PV:vdp 5-10

Enclosure

Insured Western Farmers Assc tion Date rch 4, 1982

EFFECTIVE JUNE 1, 1981, CENEX AG., INC. IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO OPERATIONS OF THE NAMED INSURED.

All other terms and conditions remain unchanged.

Attached to and forming part of ISX 600 396 of Integrity Insurance Company

G-20

Marsh & McLennan

Marsh & McLennan, Incorporated
Norton Building
Seattle, Washington 98104
Telephone (206) 223-1240

June 10, 1982

WFA Insurance file

Mr. Michael G. Wickstead
Secretary and Corporate Counsel
Western Farmers Association
201 Elliott Avenue West
Seattle, Washington 98119

International Surplus Lines Insurance Company
Policy No. XSI4617

Dear Mr. Wickstead:

Enclosed please find Endorsement No. 4 to the captioned Excess Liability Policy adding CENEX AG, Inc. as an Additional Insured.

Please attach this endorsement to your policy.

Sincerely,

Patti Viniconis

Patricia Viniconis
Account Executive Assistant

PV:cmb/4-1

Enclosure

ENDORSEMENT # 4

This endorsement, effective JUNE 1, 1979 , forms a part of
policy No. XSI 4617 issued to WESTERN FARMERS ASSOCIATION

by INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

EFFECTIVE JUNE 1, 1979, CENEX AG., INC. IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO OPPERATIONS OF THE NAMED INSURED.

AUTHORIZED REPRESENTATIVE

Western FARMERS
ASSOCIATION
201 Elliott Ave. W., Seattle, WA 98119, (206) 284-8500
MICHAEL G. WICKSTEAD
Secretary & Corporate Counsel

May 19, 1982

Mr. Charles Habergarten
Vice President & General Counsel
CENEX
P.O. Box 43089
St. Paul, Minnesota 55164

Re: Liability Insurance Endorsements

Dear Chuck:

Following close of our sale transaction, additional liability insurance policy endorsements, naming CENEX AG as additional insured, have arrived.

Attached are endorsements for the following policies:

1. Northbrook Excess and Surplus Insurance Company:

   a. Endorsement no. 6 to policy no. 63-005-730.
   b. Endorsement no. 11 to policy no. 63-006-772.
   c. Endorsement no. 10 to policy no. 63-006-773.

2. Endorsement No. 2, to policy no. XSI 4655;
   International Surplus Lines Insurance Company.

Efforts are being made to obtain endorsements from remaining policy listed in our Asset Purchase & Sale Agreement, but, frankly, prospects are not encouraging.

Sincerely,

MICHAEL G. WICKSTEAD

MGW:pow/22
Attachments

cc: Thomas Rohricht - Doherty, Rumble & Butler - St. Paul, MN
Charles Crane - Marsh & McLennan - Seattle

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Western Farmers Association

Policy No.: 63-005-730
Endorsement No.: 6

It is agreed that effective June 1, 1979 to June 1, 1981, Cenex AG., Inc. is added as an additional insured but only as respects to operations of Western Farmers Association.

It is further agreed that all claims for Cenex AG., Inc. paid under Northbrook Excess and Surplus Insurance Company numbers 63-008-264 and 63-007-170 are excluded from this policy.

This endorsement to take effect on the 1st day of June 19 79. All other terms and conditions remain unchanged.

Countersignature Date March 30, 1982

Authorized Representative

RU7-1 PRINTED IN USA

mu

INSURED COPY

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Western Farmers Association

Policy No.: 63-006-772
Endorsement No.: 11

It is agreed that effective June 1, 1979 to June 1, 1981, Cenex AG., Inc. is added as an additional insured but only as respects to operations of Western Farmers Association.

It is further agreed that all claims for Cenex AG., Inc. paid under Northbrook Excess and Surplus Insurance Company numbers 63-008-264 and 63-007-170 are excluded from this policy.

This endorsement to take effect on the 1st day of June 19 79. All other terms and conditions remain unchanged.

Countersignature Date March 30, 1982

Authorized Representative

RU7-1 PRINTED IN USA

mu

INSURED COPY

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Western Farmers Association

Policy No.: 63-006-773
Endorsement No.: 10

It is agreed that effective June 1, 1979 to June 1, 1981, Cenex AG., Inc. is added as an additional insured but only as respects to operations of Western Farmers Association.

It is further agreed that all claims for Cenex AG., Inc. paid under Northbrook Excess and Surplus Insurance Company numbers 63-008-264 and 63-007-170 are excluded from this policy.

This endorsement to take effect on the 1st day of June 19 79. All other terms and conditions remain unchanged.

Countersignature Date March 30, 1982

Authorized Representative

RU7-1 PRINTED IN USA mu

INSURED COPY

ENDORSEMENT # 2

This endorsement, effective JUNE 1, 1980 , forms a part of
policy No. XSI 4655 issued to WESTERN FARMERS ASSOCIATION

by INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

EFFECTIVE JUNE 1, 1980, CENEX AG., INC. IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO OPPERATIONS OF THE NAMED INSURED.

Authorized Representative

ISLIC #11 (1/72)

ENDORSEMENT

This endorsement, effective 12:01 A. M. June 1, 1980 forms a part of

policy No. BA 1454274RA issued to Western Farmers Association

by National Union Fire Insurance Company of Pittsburgh, Pa

It is hereby agreed that CENEX AG., INC. is added as an Additional Insured, but only with respect to operations of the Named Insured.

James A. Fowler

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A. M. June 1, 1980 forms a part of

policy No. GLA 1272579RA issued to Western Farmers Association

by National Union Fire Insurance Company of Pittsburgh, Pa

It is hereby agreed that CENEX AG.,INC. is added as an Additional Insured, but only with respect to operations of the Named Insured.

James A. Fowler
Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A. M. June 1, 1981 forms a part of

policy No. GLA 1272837RA issued to Western Farmers Association

by National Union Fire Insurance Company of Pittsburgh, Pa

It is hereby agreed that CENEX AG., INC. is added as an Additional Insured, but only with respect to operations of the Named Insured.

James A. Fowler

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A. M. June 1, 1981 forms a part of

policy No. BA 1454389RA issued to Western Farmers Association

by National Union Fire Insurance Company of Pittsburgh, Pa

It is hereby agreed that CENEX AG., INC. is added as an Additional Insured, but only with respect to operations of the Named Insured.

James A. Fowler

Authorized Representative

Insured WESTERN FARMERS ASSOCIATION Date MARCH 4, 1982

RECEIVED
MAR -8 1982
SEATTLE OFFICE

EFFECTIVE JUNE 1, 1979, CENEX AG., INC. IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO OPERATIONS OF THE NAMED INSURED.

All other terms and conditions remain unchanged.

Attached to and forming part of HX-130475 of Highlands Insurance Company

G-20

GENERAL ENDORSEMENT

EFFECTIVE JUNE 1, 1979, CENEX AG., INC. IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO OPERATIONS OF THE NAMED INSURED.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. HZ 11 01 61 of the

Highlands Insurance Company

Issued to Western Farmers Association, et al

Section No.

Endorsement No. 19 Effective 6-1-79

Agent

Marsh & McLennan, Inc.
Seattle, Washington 66-68720

FU 78 7-79 (50M 3-81) 3-25-82en/AB

NESCO

Northbrook Excess and Surplus Insurance Company
Northbrook, Illinois

Endorsement

Named Insured: Western Farmers Association

Policy No.: 63-005-731
Endorsement No.: 2

It is agreed that effective June 1, 1979 to June 1, 1981, Cenex A-G, Inc. is added as an additional insured but only as respects to operations of Western Farmers Association.

It is further agreed that all claims for Cenex A-G, Inc. paid under Northbrook Excess and Surplus Insurance Company numbers 63-008-264 and 63-007-170 are excluded from this policy.

This endorsement to take effect on the 1st day of June 19 79. All other terms and conditions remain unchanged.

Countersignature Date March 29, 1982

Authorized Representative

RU7-1 PRINTED IN USA mu

INSURED COPY

EXHIBIT "N"

Schedule of Insurance Coverage Maintained

by WFA Within the Last Three Years

EXHIBIT
to
WESTERN FARMERS ASSOCIATION-CENEX PURCHASE AND SALES AGREEMENT

Coverage	General Liability
Insurance Company	National Union Fire Insurance Company of Pittsburg, Pennsylvania
Policy No.	GLA 127-2837
Limit of Liability	$1,000,000
Deductible	None
Premium	$200,000
Policy Period	6/1/81 to 6/1/82

Coverage	Automobile Liability
Insurance Company	National Union Fire Insurance Company of Pittsburg, Pennsylvania
Policy No.	BH 145 43 89
Limit of Liability	$1,000,000
Deductible	None
Premium	$150,000
Policy Period	6/1/81 to 6/1/82

Coverage	Excess to General, Automobile and Workmans Compensation and Employers Liability
Insurance Company	Integrity Insurance Company
Policy No.	1XS 600-396
Limit of Liability	$5,000,000 in excess of $1,000,000 Workmans Compensation excess of $100,000
Deductible	$10,000
Premium	$40,000
Policy Period	6/1/81 to 6/1/82

Coverage	Second Excess to General, Automobile and Workmans Compensation
Insurance Company	National Union Fire Insurance Company of Pittsburg, Pennsylvania
Policy No.	9601593
Limit of Liability	$15,000,000 in excess of $6,000,000
Deductible	None
Premium	$32,000
Policy Period	6/1/81 to 6/1/82

Coverage	All Risks of Physical Loss or Damage to Buildings, Equipment, Inventory, Course of Construction, Accounts Receivable Records, etc.
Insurance Company	Comstock and Transit Casualty
Policy No.	JKS 000 657
Limit of Liability	$15,000,000
Deductible	Building, Equipment, Stock--$25,000 Course of Construction--$500 Additional Expense, etc.--$1,000
Premium	Annual--$99,482
Policy Period	9/1/81 to 9/1/84

Coverage	Fiduciary Liability (Employee Benefits)
Insurance Company	Federal Insurance Company
Policy No.	8082 11 57
Limit of Liability	$3,000,000
Deductible	$1,000
Premium	$3,443
Policy Period	1/1/81 to 1/1/82

Coverage	Workmans Compensation-Oregon
Insurance Company	Argonaut Insurance Company
Policy No.	WC 80-372-808159
Limit of Liability	$100,000
Deductible	None
Premium	Retrospective Premium
Policy Period	7/1/79 to 7/1/82

Coverage	Employee Theft and Depository Forgery
Insurance Company	Federal Insurance Company
Policy No.	8058 91 68
Limit of Liability	$500,000
Deductible	$10,000
Premium	$7,220
Policy Period	12/15/78 until canceled

Coverage	Directors and Officers Liability
Insurance Company	Continental Casualty Company
Policy No.	DOM 005 20 2293
Limit of Liability	$1,000,000
Deductible	$5,000-$10,000
Premium	$6,900
Policy Period	2/6/81 to 2/6/82

Coverage	Excess Directors and Officers Liability
Insurance Company	International Surplus Lines INsurance Company
Policy No.	XS1 3171
Limit of Liability	$4,000,000 in excess of $1,000,000
Deductible	None
Premium	$17,250
Policy Period	2/6/81 to 2/6/82

Coverage	Boiler and Machinery
Insurance Company	Pacific Indemnity Company
Policy No.	7826-30-19
Limit of Liability	$500,000
Deductible	$1,000
Premium	$7,968--annual premium
Policy Period	2/1/80 until canceled

Coverage	Non-owned Aircraft Liability
Insurance Company	Insurance Company of North America
Policy No.	AVG 04 2291
Limit of Liability	$5,000,000
Deductible	None
Premium	$808.00
Policy Period	6/1/81 to 6/1/82

Coverage	Railroad Protective Liability
Insurance Company	American Home Assurance Company
Policy No.	RPL 3669668
Limit of Liability	$500,000 - $1,000,000
Deductibel	None
Premium	$125
Policy Period	8/16/81 to 8/16/82

Coverage	Rental Income
Insurance Company	KS Subscription Company
Binder No.	102281A
Limit of Liability	$42,000
Deductible	None
Premium	$250 (3 years)
Policy Period	10/1/81 to 10/1/84

WESTERN FARMERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1981

COVERAGE COMPANY	POLICY NUMBER	POLICY DATES	TERM
BLANKET BUILDINGS & EQUIPMENT			
MILLERS NATIONAL INS. CO.	014606	9/1/80-81	1 Year
BLANKET BUILDINGS AND MACHINERY			
GRAIN DEALERS MUTUAL INS. CO.	A-747068	9/1/78-83	5 Years
RENTAL VALUE - HOME ELECTRICAL CO.			
INDUSTRIAL RISK INSURERS	31-7-08998	3/8/79-82	3 Years

WESTERN FARMERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1981

COVERAGE COMPANY	POLICY NUMBER	POLICY DATES	TERM
BLANKET EXTRA EXPENSE COVERAGE			
LLOYDS OF LONDON	HEO 87523	5/1/78-81	3 Years
PROVISIONAL STOCK			
MILLERS NATIONAL INSURANCE CO.	014607	9/1/80-81	1 Year

WESTERN FARMERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1981

COVERAGE COMPANY	POLICY NUMBER	POLICY DATES	TERM	
PROVISIONAL STOCK - TACOMA				
GRAIN DEALERS MUTUAL INS. CO.	A-747069	9/1/78-83	5 Years	
BUILDING AND CONTENTS - PORTLAND, OREGON				
INDUSTRIAL RISK INSURERS	31-7-08997	3/3/79-82	3 Years	S D P

WESTERN FARMERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1981

COVERAGE COMPANY	POLICY NUMBER	POLICY DATES	TERM
INSTALLATION/CONSTRUCTION FLOATER			
'SURANCE COMPANY OF NORTH ERICA	CTL 10 0292400	1/1/81-82	One Year
EQUIPMENT FLOATER			
INSURANCE COMPANY OF NORTH AMERICA	CF 10 0292412	1/27/81-82	One Year

WESTERN FARMERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1981

COVERAGE COMPANY	POLICY NUMBER	POLICY DATES	TERM
DATA PROCESSING COVERAGE (EXTRA EXPENSE)			
ST. PAUL FIRE & MARINE	384JA7551	11/26/80-81	One Year
AUTOMOBILE LIABILITY			
NATIONAL UNION INS. CO.	BA1454274 RA	6/1/80-81	One Year

WESTERN FARMERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1981

COVERAGE COMPANY	POLICY NUMBER	POLICY DATES	TERM
COMPREHENSIVE LIABILITY (excl. auto)			
NATIONAL UNION INS. CO.	GLA12[illegible] 2579RA	6/1/80-81	One Year
EXCESS UMBRELLA CATASTROPHE LIABILITY			
INTEGRITY INSURANCE CO.	ISX-600-323	6/1/80-81	One Year
INTERNATIONAL SURPLUS LINES	XSI-4655	6/1/80-81	One Year
NORTHBROOK INSURANCE CO.	63006772	6/1/80-81	One Year

WESTERN F[illegible]ERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1981

COVERAGE COMPANY	POLICY NUMBER	POLICY DATES	TERM
EXCESS UMBRELLA CATASTROPHE LIABILITY (CONTINUED)			
HIGHLANDS INSURANCE CO.	HZ11-01-61	6/1/80-81	One Year
NATIONAL UNION FIRE INS. CO.	960-1492	6/1/80-81	One Year
NORTHBROOK INSURANCE CO.	63006773	6/1/80-81	One Year

WESTERN FARMERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1981

COVERAGE COMPANY	POLICY NUMBER	POLICY DATES	TERM
BOILER AND MACHINERY			
PACIFIC INDEMNITY	7826-30-19	2/1/80	CONT.

WESTERN FARMERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1981

COVERAGE COMPANY	POLICY NUMBER	POLICY DATES	TERM
AVIATION NON-OWNED			
CO. OF NORTH AMERICA	AVG042039	7/5/78-6/1/81	
WORKERS' COMPENSATION			
ARGONAUT INSURANCE CO.	WC80372 808159	7/1/79-82	3 Years
FIDUCIARY LIABILITY			
FEDERAL INS.	80821157	1/1/81-82	One Year

WESTERN FARMERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1981

COVERAGE COMPANY	POLICY NUMBER	POLICY DATES	TERM
DIRECTORS AND OFFICERS LIABILITY			
AMERICAN CASUALTY CO.	DOM005202293	2/6/81-82	One Year
XCESS D&O LIABILITY			
INT'L SURPLUS LINES INS. CO.	XS113171	2/6/81-82	One Year
COMPREHENSIVE 3-D BOND			
FEDERAL INSURANCE CO.	80589168	12/15/80-81	Cont.

WESTERN FARMERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1981

COVERAGE COMPANY	POLICY NUMBER	POLICY DATES	TERM
RAILROAD PROTECTIVE LIABILITY			
AMERICAN HOME ASSURANCE	RLP366 9654RA	8/16/80-81	One Year

WESTERN [illegible]MERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1980

COVERAGE COMPANY	POLICY NUMBER	POLICY DATES	TERM
BLANKET BUILDINGS & EQUIPMENT			
[illegible]LLERS NATIONAL INS. CO.	038132	9/1/75-80	5 Years
BLANKET BUILDINGS AND MACHINERY			
GRAIN DEALERS MUTUAL INS. CO.	A-747068	9/1/78-83	5 Years
RENTAL VALUE - HOME ELECTRICAL CO.			
INDUSTRIAL RISK INSURERS	31-7-08998	3/8/79-82	3 Years

WESTERN ( )MERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1980

COVERAGE COMPANY	POLICY -NUMBER	POLICY DATES	TERM
BLANKET EXTRA EXPENSE COVERAGE			
LLOYDS OF LONDON	HEO 87523	5/1/78-81	3 Years
PROVISIONAL STOCK			
MILLERS NATIONAL INSURANCE CO.	038133	9/1/75-80	5 Years

WESTERN FARMERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1980

COVERAGE

COMPANY	POLICY NUMBER	POLICY DATES	TERM
PROVISIONAL STOCK - TACOMA			
GRAIN DEALERS MUTUAL INS. CO.	A-747069	9/1/78-83	5 Years
BUILDING AND CONTENTS - PORTLAND, OREGON			
INDUSTRIAL RISK INSURERS	31-7-08997	3/3/79-82	3 Years

WESTERN FARMERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1980

COVERAGE COMPANY	POLICY NUMBER	POLICY DATES	TERM
INSTALLATION/CONSTRUCTION FLOATER			
INSURANCE COMPANY OF NORTH AMERICA	CTF 32 82	1/1/80-81	One Year
POULTRY FLOATER			
ALBANY INSURANCE CO.	76/323	1/31/77 UNTIL CANCELLED	CONTINUOUS
EQUIPMENT FLOATER			
INSURANCE COMPANY OF NORTH AMERICA	CF 3 65 07	1/27/80-81	One Year

WESTERN FARMERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1980

OVERAGE COMPANY	POLICY -NUMBER	POLICY DATES	TERM
DATA PROCESSING COVERAGE (EXTRA EXPENSE)			
ST. PAUL FIRE & MARINE	384JA7551	11/26/79-80	One Year
AUTOMOBILE LIABILITY			
EMPLOYERS OF WAUSAU	2320-04-031514	6/1/79-80	One Year

WESTERN FARMERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1980

OVERAGE COMPANY	POLICY NUMBER	POLICY DATES	TERM
EXCESS UMBRELLA CATASTROPHE LIABILITY (Continued)			
INTERNATIONAL SURPLUS LINES	XS1-4617	6/1/79-80	One Year
NORTHBROOK INSURANCE CO.	63005730	6/1/79-80	One Year
HIGHLANDS INSURANCE CO.	HZ11-01-61	6/1/78-80	One Year
TIONAL UNION FIRE INS. CO.	122-55-41	6/1/79-80	One Year
NORTHBROOK INSURANCE CO.	63005731	6/1/79-80	One Year

[redacted]

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1980

OVERAGE COMPANY	POLICY NUMBER	POLICY DATES	TERM
BOILER AND MACHINERY			
PACIFIC INDEMNITY	7826-30-19	2/1/80	Cont.

WESTERN [illegible]MERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1980

OVERAGE COMPANY	POLICY NUMBER	POLICY DATES	TERM
AVIATION NON-OWNED			
INS. CO. OF NORTH AMERICA	AVG042039	7/5/78-6/1/81	
WORKERS' COMPENSATION			
ARGONAUT INSURANCE CO.	WC80372808159	7/1/79-82	3 Years
FIDUCIARY LIABILITY			
FEDERAL INS.	80821157	1/1/80-81	One Year

WESTERN [illegible] ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1980

COVERAGE COMPANY	POLICY -NUMBER	POLICY DATES	TERM
DIRECTORS AND OFFICERS LIABILITY			
AMERICAN CASUALTY CO.	DOM005202293	2/6/80-81	One Year
EXCESS D&O LIABILITY			
INT'L SURPLUS LINES INS. CO.	XSI13171	2/6/80-81	One Year
COMPREHENSIVE 3-D BOND			
FEDERAL INSURANCE CO.	80589168	12/15/78	Cont.

WESTERN FARMERS ASSOCIATION

SEATTLE, WASHINGTON

STATEMENT OF UNEARNED PREMIUM AS OF MAY 31, 1980

COVERAGE COMPANY	POLICY NUMBER	POLICY DATES	TERM
RAILROAD PROTECTIVE LIABILITY			
EMPLOYERS OF WAUSAU	2330-00-031514	8/16/79-80	One Year

Farmers Union Central
GL/Auto 85-86

GENERAL—AUTOMOBILE LIABILITY POLICY

NATIONWIDE INSURANCE
HOME OFFICE • COLUMBUS, OHIO

NATIONWIDE MUTUAL INSURANCE COMPANY

Columbus, Ohio

(A Mutual Insurance Company, Herein Called the Company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the Named Insured as follows:

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;

"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, backfilling, 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.

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 mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date 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.

13. LIBERALIZATION

(Not applicable in North Carolina, Texas and Virginia)

This Condition shall not apply if this policy is written in the state of North Carolina, Texas or Virginia.

If the Company shall, during the policy period, issue any forms, endorsements, rules or regulations by which the insurance hereunder could be extended or broadened without additional premium, the Insured shall have the benefit of such extended or broadened insurance; provided such changes shall not be retroactive and shall have been filed with and approved or accepted by the insurance supervisory authority of the state in which this policy is issued.

MUTUAL POLICY CONDITIONS

(Applicable in All States Except Those Specifically Provided For)

1. MUTUALITY. The Named Insured is a member of the Company so long as this policy is in force. The Named Insured is entitled to one vote, either in person or by proxy, at meetings of members of the Company and such dividends as may be declared by the Board of Directors. Upon cancellation or other termination of the policy, the Named Insured ceases to be a member.

2. NO CONTINGENT LIABILITY. The policy is non-assessable.

3. DATE OF ANNUAL MEETING. The annual meeting of the members of the Company shall be held at the Home Office at Columbus, Ohio, on the first Thursday of April at 10:00 A.M. In case the Board of Directors shall elect to change the time and place of such meeting, due notice shall be mailed or delivered to each member at the address stated in this policy at least 10 days prior thereto.

MUTUAL POLICY CONDITIONS

(Applicable Only When This Policy is Issued in The State of Texas)

1. MUTUALS — MEMBERSHIP AND VOTING NOTICE. The Named Insured is notified that by virtue of this policy, the Named Insured is a member of the Nationwide Mutual Insurance Company of Columbus, Ohio and is entitled, as is lawfully provided in the charter, constitution, or bylaws, to only one vote regardless of the number of policies owned either in person or by proxy in any or all meetings of said Company. Each member is entitled to only one vote regardless of the number of policies owned. The Annual Meetings are held in its Home Office at Columbus, Ohio, on the first Thursday of April, in each year, at 10:00 o'clock A.M.

2. MUTUALS — PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY. No Contingent Liability: This policy is non-assessable. The Policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in the distribution of dividends so fixed and determined provided such determinations are in accordance with the provisions of the Texas Insurance Code and other applicable law, which includes the rules and regulations of the State Board of Insurance.

IN WITNESS WHEREOF: Nationwide Mutual Insurance Company has caused this policy to be signed by its President and Secretary at Columbus, Ohio, and countersigned by a duly authorized representative of the Company.

ATTEST:

M. E. Fitzpatrick
Secretary

Paul A. Donald
President

ENDORSEMENT
NUCLEAR ENERGY LIABILITY EXCLUSION
(Broad Form)

It is agreed that, with the exception of motor vehicles registered or principally garaged in the State of New York:

I. The policy does not apply:

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

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

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

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

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

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

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

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

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

III. Physical Damage Exclusion (Massachusetts, North Carolina and Virginia)

As respects policies written in Massachusetts, North Carolina or Virginia, it is also agreed that the insurance afforded under any Fire, Lightning, Transportation, Windstorm, Hail, Earthquake or Explosion, Comprehensive, Theft, Collision or Towing and Labor Costs coverage in the policy or in any endorsement used therewith, does not apply to loss due to radioactive contamination.

NATIONWIDE MUTUAL INSURANCE COMPANY
COLUMBUS, OHIO

M. E. Fitzpatrick
Secretary

Paul A. Donald
President

DECLARATIONS—BUSINESS AUTO POLICY

NW 00 02 03 83

These Declarations, together with the BUSINESS AUTO POLICY identified by the policy number shown below, supersedes any Declarations having an earlier inception date with the same policy number.

This policy complies with MOTORISTS FINANCIAL RESPONSIBILITY LAWS of your State when a premium charge is shown for LIABILITY INSURANCE in ITEM TWO.

ITEM ONE POLICYHOLDER: (NAMED INSURED)

NATIONWIDE INSURANCE

Principally garaged at (if different from Policyholder's Address):

Farmers Union Central Exchange Inc.
(See End. #3)
5500 Cenex Drive
Inver Grove Heights, MN 55075

See End. #10

FORM OF NAMED INSURED'S BUSINESS:

Gas Distributors

POLICY NUMBER
85BA-956-964-0003

NAME ID		FIRE DIST.	COUNTY	TERR.	AGENT
FAR					9700

The Policyholder is the first individual named for the purposes of

POLICY PERIOD: FROM

MO.	DAY	YEAR	TO	MO.	DAY	YEAR
9	30	1985		9	30	1986

AND FOR SUCCEEDING 12 MONTHS RENEWAL PERIOD PROVIDED THAT THE PREMIUM IS PAID PRIOR TO THE EXPIRATION OF THE CURRENT TERM.

EACH PERIOD BEGINS AND ENDS AT 12:01 A. M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED

ITEM TWO **SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those **autos** shown as covered **autos**. **Autos** are shown as covered **autos** for a particular coverage by the entry of one or more of the symbols from **ITEM THREE** next to the name of the coverage.

COVERAGES	COVERED AUTO SYMBOLS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	AUTO NO.	PREMIUM
LIABILITY INSURANCE	1	2,000,000. Combined Single Limit		Incl.
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)	7	SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS $ -0- Ded.		Incl.
ADDED PERSONAL INJURY PROTECTION (or equivalent coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT		
PROPERTY PROTECTION INSURANCE (Michigan only)	7	SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS $ -0- Ded. FOR EACH ACCIDENT		Incl.
AUTO MEDICAL PAYMENTS INSURANCE	2	$ 1,000.		Incl.
UNINSURED MOTORISTS INSURANCE	2	$ See Endorsement #1		Incl.
PHYSICAL DAMAGE INSURANCE COMPREHENSIVE COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS $ Ded. FOR EACH COVERED AUTO FOR ALL LOSS EXCEPT FIRE OR LIGHTNING		See CA 2019
PHYSICAL DAMAGE INSURANCE SPECIFIED PERILS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS $25 DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM		
PHYSICAL DAMAGE INSURANCE COLLISION COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS $ Ded. FOR EACH COVERED AUTO.		See CA 2019
TOWING AND LABOR (Not Available in California)		$25 for each disablement of private passenger auto		
Drive Other Car Coverage				Incl.

FORMS AND ENDORSEMENTS

See Endorsement #11

PREMIUM FOR ENDORSEMENTS	
ESTIMATED TOTAL PREMIUM	884,913.

BUSINESS AUTO POLICY

CA 00 01
(Ed. 01 80)

In return for the payment of the premium and subject to all the terms of this policy, **we** agree with **you** as follows:

PART I — WORDS AND PHRASES WITH SPECIAL MEANING — READ THEM CAREFULLY

The following words and phrases have special meaning throughout this policy and appear in **boldface type** when used:

A. **"You"** and **"your"** mean the person or organization shown as the named insured in ITEM ONE of the declarations.

B. **"We", "us"** and **"our"** mean the company providing the insurance.

C. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage** the **insured** neither expected nor intended.

D. **"Auto"** means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include **mobile equipment.**

E. **"Bodily injury"** means bodily injury, sickness or disease including death resulting from any of these.

F. **"Insured"** means any person or organization qualifying as an insured in the WHO IS INSURED section of the *applicable insurance. Except with respect to* **our** *limit* of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.

G. **"Loss"** means direct and accidental damage or loss.

H. **"Mobile equipment"** means any of the following type of *land vehicles:*

1. Specialized equipment such as: Bulldozers; Power shovels; Rollers, graders or scrapers; Farm machinery; Cranes; Street sweepers or other cleaners; Diggers; Forklifts; Pumps; Generators; Air Compressors; Drills; Other similar equipment.
2. Vehicles designed for use principally off public roads.
3. *Vehicles maintained solely to provide mobility for* such specialized equipment when permanently attached.
4. Vehicles not required to be licensed.
5. Autos maintained for use solely on **your** premises or that part of roads or other accesses that adjoin **your** premises.

I. ***"Property damage"*** *means damage to or loss of use of* tangible property.

J. **"Trailer"** includes semitrailer.

PART II — WHICH AUTOS ARE COVERED AUTOS

A. ITEM TWO of the declarations shows the **autos** that are covered **autos** for each of **your** coverages. The numerical symbols explained in ITEM THREE of the declarations describe which **autos** are covered **autos.** The symbols entered next to a coverage designate the only **autos** that are covered **autos.**

B. **OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.**

1. If symbols "1", "2", "3", "4", "5" or "6" are entered next to a coverage in ITEM TWO, then **you** already *have coverage for* **autos** *of the type described until* the policy ends.
2. But, if symbol "7" is entered next to a coverage in ITEM TWO, an **auto you** acquire will be a covered **auto** for that coverage only if:
   a. **We** already insure all **autos** that **you** own for that *coverage or it replaces an* **auto you** *previously* owned that had that coverage; and
   b. **You** tell **us** within 30 days after **you** acquire it that **you** want **us** to insure it for that coverage.

C. **CERTAIN TRAILERS AND MOBILE EQUIPMENT.**

If the policy provides liability insurance, the following types of vehicles are covered **autos** for liability insurance:

1. **Trailers** with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. **Mobile equipment** while being carried or towed by a covered **auto.**

PART III — WHERE AND WHEN THIS POLICY COVERS

We *cover* **accidents** *or* ***losses*** *which occur during the policy period:*

A. In the United States of America, its territories or possessions, Puerto Rico or Canada; or

B. While the covered **auto** is being transported between any of these places.

Copyright, Insurance Services Office, 1977, 1979

PART IV — LIABILITY INSURANCE

A. **WE WILL PAY.**

1. **We** will pay all sums the **insured** legally must pay as damages because of **bodily injury** or **property damage** to which this insurance applies, caused by an **accident** and resulting from the ownership, maintenance or use of a covered **auto.**
2. **We** have the right and duty to defend any suit asking for these damages. However, **we** have no duty to defend suits for **bodily injury** or **property damage** not covered by this policy. **We** may investigate and settle any claim or suit as **we** consider appropriate. **Our** payment of the LIABILITY INSURANCE limit ends **our** duty to defend or settle.

B. **WE WILL ALSO PAY.**

In addition to **our** limit of liability, **we** will pay for the **insured:**

1. Up to $250 for cost of bail bonds (including bonds for related traffic law violations) required because of an **accident we** cover. **We** do not have to furnish these bonds.
2. Premiums on appeal bonds in any suit **we** defend.
3. Premiums on bonds to release attachments in a suit **we** defend but only for bonds up to **our** limit of liability.
4. All costs taxed to the **insured** in a suit **we** defend.
5. All interest accruing after the entry of the judgment in a suit **we** defend. **Our** duty to pay interest ends when **we** pay or tender **our** limit of liability.
6. Up to $50 a day for loss of earnings (but not other income) because of attendance at hearings or trials at **our** request.
7. Other reasonable expenses incurred at **our** request.

C. **WE WILL NOT COVER — EXCLUSIONS.**

This insurance does not apply to:

1. Liability assumed under any contract or agreement.
2. Any obligation for which the **insured** or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
3. Any obligation of the **insured** to indemnify another for damages resulting from **bodily injury** to the **insured's** employee.
4. **Bodily injury** to any fellow employee of the **insured** arising out of and in the course of his or her employment.
5. **Bodily injury** to any employee of the **insured** arising out of and in the course of his or her employment by the **insured.** However, this exclusion does not apply to **bodily injury** to domestic employees not entitled to workers' compensation benefits.
6. **Property damage** to property owned or transported by the **insured** or in the **insured's** care, custody or control.
7. **Bodily injury** or **property damage** resulting from the handling of property:
   a. Before it is moved from the place where it is accepted by the **insured** for movement into or onto the covered **auto,** or
   b. After it is moved from the covered **auto** to the place where it is finally delivered by the **insured.**
8. **Bodily injury** or **property damage** resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the covered **auto.**
9. **Bodily injury** or **property damage** caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

D. **WHO IS INSURED.**

1. **You** are an **insured** for any covered **auto.**
2. Anyone else is an **insured** while using with **your** permission a covered **auto you** own, hire or borrow except:
   a. The owner of a covered **auto you** hire or borrow from one of **your** employees or a member of his or her household.
   b. Someone using a covered **auto** while he or she is working in a business of selling, servicing, repairing or parking **autos** unless that business is **yours.**
   c. Anyone other than **your** employees, a lessee or borrower or any of their employees, while moving property to or from a covered **auto.**
3. Anyone liable for the conduct of an **insured** described above is an **insured** but only to the extent of that liability. However, the owner or anyone else from whom **you** hire or borrow a covered **auto** is an **insured** only if that **auto** is a **trailer** connected to a covered **auto you** own.

E. **OUR LIMIT OF LIABILITY.**

1. Regardless of the number of covered **autos, insureds,** claims made or vehicles involved in the **accident,** the most **we** will pay for all damages resulting from any one **accident** is the LIABILITY INSURANCE limit shown in the declarations.
2. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **accident.**

F. **OUT OF STATE EXTENSIONS OF COVERAGE.**

1. While a covered **auto** is away from the state where it is licensed **we** will:
   a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered **auto** is being used.
   b. Provide the minimum amounts and types of other coverages, such as "No-Fault", required of out of state vehicles by the jurisdiction where the covered **auto** is being used.
2. **We** will not pay anyone more than once for the same elements of loss because of these extensions.

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PART V — PHYSICAL DAMAGE INSURANCE

A. **WE WILL PAY.**

1. **We** will pay for **loss** to a covered **auto** or its equipment under:

   a. **Comprehensive Coverage.** From any cause except the covered **auto's** collision with another object or its overturn.

   b. **Specified Perils Coverage.** Caused by:

      (1) Fire or explosion;
      (2) Theft;
      (3) Windstorm, hail or earthquake;
      (4) Flood;
      (5) Mischief or vandalism;
      (6) The sinking, burning, collision or derailment of any conveyance transporting the covered **auto.**

   c. **Collision Coverage.** Caused by the covered **auto's** collision with another object or its overturn.

2. **Towing.**

   We will pay up to $25 for towing and labor costs incurred each time a covered **auto** of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

B. **WE WILL ALSO PAY.**

We will also pay up to $10 per day to a maximum of $300 for transportation expense incurred by **you** because of the total theft of a covered **auto** of the private passenger type. **We** will pay only for those covered **autos** for which **you** carry either Comprehensive or Specified Perils Coverage. **We** will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered **auto** is returned to use or **we** pay for its **loss.**

C. **WE WILL NOT COVER — EXCLUSIONS.**

This insurance does not apply to:

1. Wear and tear, freezing, mechanical or electrical breakdown unless caused by other **loss** covered by this policy.
2. Blowouts, punctures or other road damage to tires unless caused by other **loss** covered by this policy.
3. **Loss** caused by declared or undeclared war or insurrection or any of their consequences.
4. **Loss** caused by the explosion of a nuclear weapon or its consequences.
5. **Loss** caused by radioactive contamination.
6. **Loss** to tape decks or other sound reproducing equipment not permanently installed in a covered **auto.**
7. **Loss** to tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
8. **Loss** to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the **auto** manufacturer for the installation of a radio.

D. **HOW WE WILL PAY FOR LOSSES — THE MOST WE WILL PAY.**

1. At **our** option **we** may:

   a. Pay for, repair or replace damaged or stolen property; or

   b. Return the stolen property, at **our** expense. **We** will pay for any damage that results to the **auto** from the theft.

2. The most **we** will pay for **loss** is the smaller of the following amounts:

   a. The actual cash value of the damaged or stolen property at the time of **loss.**

   b. The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.

3. For each covered **auto, our** obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the declarations. Any Comprehensive Coverage deductible shown in the declarations does not apply to **loss** caused by fire or lightning.

E. **GLASS BREAKAGE — HITTING A BIRD OR ANIMAL — FALLING OBJECTS OR MISSILES.**

We will pay for glass breakage, **loss** caused by hitting a bird or animal or by falling objects or missiles under Comprehensive Coverage if **you** carry Comprehensive Coverage for the damaged covered **auto.** However, **you** have the option of having glass breakage caused by a covered **auto's** collision or overturn considered a **loss** under Collision Coverage.

PART VI — CONDITIONS

The insurance provided by this policy is subject to the following conditions:

A. **YOUR DUTIES AFTER ACCIDENT OR LOSS.**

1. **You** must promptly notify **us** or **our** agent of any **accident** or **loss. You** must tell **us** how, when and where the **accident** or **loss** happened. **You** must assist in obtaining the names and addresses of any injured persons and witnesses.
2. Additionally, **you** and other involved **insureds** must:

   a. Cooperate with **us** in the investigation, settle-

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ment or defense of any claim or suit. No **insured** shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.

b. Immediately send **us** copies of any notices or legal papers received in connection with the **accident** or **loss.**

c. Submit at **our** expense and as often as **we** require to physical examinations by physicians **we** select.

d. Authorize **us** to obtain medical reports and other pertinent medical information.

3. Additionally, to recover for **loss** to a covered **auto** or its equipment **you** must do the following:

a. Permit **us** to inspect and appraise the damaged property before its repair or disposition.

b. Do what is reasonably necessary after **loss** at **our** expense to protect the covered **auto** from further **loss.**

c. Submit a proof of **loss** when required by **us.**

d. Promptly notify the police if the covered **auto** or any of its equipment is stolen.

B. **OTHER INSURANCE.**

1. For any covered **auto you** own this policy provides primary insurance. For any covered **auto you** don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered **auto** which is a **trailer** is connected to another vehicle the liability coverage this policy provides for the **trailer:**

a. Is excess while it is connected to a motor vehicle **you** don't own.

b. Is primary while it is connected to a covered **auto you** own.

2. When two or more policies cover on the same basis, either excess or primary, **we** will pay only **our** share. **Our** share is the proportion that the limit of **our** policy bears to the total of the limits of all the policies covering on the same basis.

C. **OUR RIGHT TO RECOVER FROM OTHERS.**

If **we** make any payment, **we** are entitled to recover what **we** paid from other parties. Any person to or for whom **we** make payment must transfer to **us** his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

D. **CANCELLING THIS POLICY DURING THE POLICY PERIOD.**

1. **You** may cancel the policy by returning it to **us** or by giving **us** advance notice of the date cancellation is to take effect.

2. **We** may cancel the policy by mailing **you** at least 10 days notice at **your** last address known by **us. We** may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

4. If this policy is cancelled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund. However, making or offering to make the refund is not a condition of cancellation. If **you** cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If **we** cancel, the refund, if any, will be computed pro rata.

E. **LEGAL ACTION AGAINST US.**

No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against **us** until **we** agree in writing that the **insured** has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring **us** into any action to determine the liability of the **insured.**

F. **INSPECTION.**

At **our** option **we** may inspect **your** property and operations at any time. These inspections are for **our** benefit only. By **our** right to inspect or by **our** making any inspection **we** make no representation that **your** property or operations are safe, not harmful to health or comply with any law, rule or regulation.

G. **CHANGES.**

This policy contains all the agreements between **you** and **us.** Its terms may not be changed or waived except by endorsement issued by **us.** If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of change. If **we** revise this policy form to provide more coverage without additional premium charge **your** policy will automatically provide the additional coverage as of the day the revision is effective in **your** state.

H. **TRANSFER OF YOUR INTEREST IN THIS POLICY.**

Your rights and duties under this policy may not be assigned without **our** written consent.

I. **NO BENEFIT TO BAILEE — PHYSICAL DAMAGE INSURANCE ONLY.**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

J. **BANKRUPTCY.**

Bankruptcy or insolvency of the **insured** shall not relieve **us** of any obligations under this policy.

K. **APPRAISAL FOR PHYSICAL DAMAGE LOSSES.**

1. If **you** and **we** fail to agree as to the amount of **loss** either may demand an appraisal of the **loss.** In such event, **you** and **we** shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall

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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. You** and **we** shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

2. **We** shall not be held to have waived any of **our** rights by any act relating to appraisal.

L. **TWO OR MORE POLICIES ISSUED BY US.**

If this policy and any other policy issued to **you** by **us** or any company affiliated with **us** apply to the same **accident,** the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by **us** or an affiliated company specifically to apply as excess insurance over this policy.

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NW 06 89
(Ed. 5-83)

UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY

It is agreed that:

1. The certification of the policy, as proof of financial responsibility under the provisions of any state or federal motor carrier law or regulations promulgated by any public or federal authority having jurisdiction with respect thereto, amends the policy to provide insurance for automobile bodily injury and property damage liability in accordance with the provisions of such law or regulations to the extent of the coverage and limits of liability required thereby; provided only that 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 by reason of the obligation assumed in making such certification.

2. Cancellation of the policy and this endorsement may be effected only after giving 30 days notice in writing to the public or federal authority with which such certificate has been filed.

3. The Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance has been filed with public or federal authority No.(s) 1,2,4,5,7,12,14,15,17,18,19,20,21,24,25,26, 27,28,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44,45,46,48,49, 50,51,52, as identified below.

PUBLIC OR FEDERAL AUTHORITY WITH WHOM UNIFORM MOTOR CARRIER B.I. AND P.D. LIABILITY CERTIFICATE OF INSURANCE FILED

INTERSTATE COMMERCE COMMISSION	*						
	1	IDAHO	14	MISSOURI	27	PENNSYLVANIA	40
ALABAMA *	2	ILLINOIS	15	MONTANA	28	RHODE ISLAND	41
ALASKA	3	INDIANA	16	NEBRASKA	29	SOUTH CAROLINA	42
ARIZONA	4	IOWA	17	NEVADA	30	SOUTH DAKOTA	43
ARKANSAS	5	KANSAS	18	NEW HAMPSHIRE	31	TENNESSEE	44
CALIFORNIA	6	KENTUCKY	19	NEW JERSEY	32	TEXAS	45
COLORADO	7	LOUISIANA	20	NEW MEXICO	33	UTAH	46
CONNECTICUT	8	MAINE	21	NEW YORK	34	VERMONT	47
DELAWARE	9	MARYLAND	22	NORTH CAROLINA	35	VIRGINIA	48
DISTRICT OF COLUMBIA	10	MASSACHUSETTS	23	NORTH DAKOTA	36	WASHINGTON	49
FLORIDA	11	MICHIGAN	24	OHIO	37	WEST VIRGINIA	50
GEORGIA	12	MINNESOTA	25	OKLAHOMA	38	WISCONSIN	51
HAWAII	13	MISSISSIPPI	26	OREGON	39	WYOMING	52

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (Mo. Day Year) (whichever is later).	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick, *Secretary* — Paul A. Gould, *President*

Countersigned at: Authorized Representative:

Auto 5763-A—5-83 **PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.**

OFFICE USE: M.O.C. Due Date Change name from State ( ) County ( ) Region ( )

ENDORSEMENT

#1

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

SPECIAL ENDORSEMENT

It is hereby agreed that the following Uninsured Motorist Endorsement applies to the policy:

STATE	ENDORSEMENT	LIMITS OF LIABILTY
California	CA 2154, CA 2155	$60,000. BI/PD
Colorado	CA 2150	50,000. BI
Idaho	CA 2X17	50,000. BI
Illinois	CA 2138	30,000. BI
Indiana	CA 2144	60,000. BI
Iowa	CA 2112	40,000. BI
Kansas	CA 2137	50,000. BI
Michigan	CA 2X17	40,000. BI
Minnesota	CA 2X17	50,000. BI
Missouri	CA 2104	50,000. BI
Montana	CA 2X17	50,000. BI
Nebraska	CA 2X17	50,000. BI
New Hampshire	CA 2X17	50,000. BI
New York	CA 2X17	30,000. BI
North Dakota	CA 2X17	50,000. BI
Oklahoma	CA 2118	20,000. BI
Oregon	CA 2X17	60,000. BI
South Dakota	CA 2141	40,000. BI
Utah	CA 2X17	40,000. BI
Washington	CA 2X17	50,000. BI
Wisconsin	CA 2X17	50,000. BI
Wyoming	CA 2X23	20,000. BI

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, MN 55075

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (Mo. Day Year) (whichever is later).	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick — *Secretary*

Paul A. Gerald — *President*

Countersigned at:

Authorized Representative:

OFFICE USE: M.O.C. Due Date Change name from State ( ) County ( ) Region ( )

ENDORSEMENT

#2

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

SPECIAL ENDORSEMENT

It is hereby agreed that the following Personal Injury Protection endorsements apply to the policy:

CA 2203 - Colorado
CA 2214 - Kansas
CA 2220, CA 2224 - Michigan
CA 2225 - Minnesota
CA 2232 - New York
CA 2234 - North Dakota
CA 2236 - Oregon
CA 2244 - Utah

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (Mo. Day Year) (whichever is later).	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick — *Secretary*

Paul A. Donald — *President*

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE: N.O.C. Due Date Change name from State ( ) County ( ) Region ( )

ENDORSEMENT

#3

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

Farmers Union Central Exchange Incorporated and any subsidiary or affiliated companies now or hereafter constituted. Subsidiaries or affiliated companies means any company or entity of which at least 50% of the stock is owned by Farmers Union Central Exchange Incorporated or for which it has assumed an active management including but not limited to the following companies:

CENEX Accounting Services, Inc.
CENEX Ag, Inc.
CENEX Finance Association
CENEX, Inc.
CENEX, Ltd.
CENEX Petroleum, Inc.
CENEX Service Company
Full Circle, Inc.
PAX Company
CENEX Agency, Inc.
CENEX Foundation
Farmers Union Employees Credit Union

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (Mo. Day Year) (whichever is later).	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul A. Rovald
President

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE: M.O.C. Due Date Change name from State ( ) County ( ) Region ( )

ENDORSEMENT

#4

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

SPECIAL ENDORSEMENT

It is hereby agreed that CA 9903, Auto Medical Payments, Limits of Liability, Paragraph E, shall be $1,000. per accident.

All other conditions remain the same.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (Mo. Day Year) (whichever is later).	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick — *Secretary*

Paul A. Donald — *President*

Countersigned at:

Authorized Representative:

OFFICE USE: M.O.C. Due Date Change name from State ( ) County ( ) Region ( )

ENDORSEMENT

#5

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

SPECIAL ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that the Comprehensive Automobile Liability Insurance Coverage for CA 0001, Part IV D, who is Insured, applies as respects utility trailers, camper trailers, mobile home trailers and other similar type trailers designed for use with a private passenger automobile.

All other conditions remain the same.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (Mo. Day Year) (whichever is later).	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick — *Secretary*

Paul A. Rovald — *President*

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE: M.O.C. Due Date Change name from State ( ) County ( ) Region ( )

ENDORSEMENT

#6

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

SPECIAL ENDORSEMENT

In consideration of premium charged, it is hereby amended that Comprehensive Automobile Liability Insurance includes employees as PERSONS INSURED under NON-OWNED AUTOMOBILE. This insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

All other conditions remain unchanged.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (Mo. Day Year) (whichever is later).	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul A. Donald
President

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE: M.O.C. Due Date Change name from State ( ) County ( ) Region ( )

ENDORSEMENT

#9

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

COMPOSITE RATE ENDORSEMENT

It is agreed that such insurance as is afforded by the policy for Bodily Injury Liability, Property Damage Liability, Uninsured Motorists and Personal Injury Protection applies subject to the following provisions.

1. The premium stated in the declarations is an estimated premium only. Upon termination of the policy, the earned premium shall be computed in accordance with the rates listed at the bottom of this endorsement. If the earned premium thus computed exceeds the estimated premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by the Insured.

2. The premium for this policy shall be based on $14,000,000. of sales and the Insured shall maintain adequate records and report the number of powered units at expiration of the policy.

3. The Company shall be permitted to examine and audit the insured's book and records.

COVERAGE	Per $1,000. Sales	RATE	ESTIMATED ANNUAL PREMIUM
Liability	$14,000,000.	62.631	$876,831.00
Personal Injury Protection		.1307	1,830.00
Uninsured Motorist		.447	6,252.00
TOTAL	$14,000,000.	63.208	$884,913.00

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (Mo. Day Year) (whichever is later).	This endorsement supersedes any prior endorsement numbered:

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NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick — *Secretary*

Paul A. Donald — *President*

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE: .... ( ) ( ) ( )

ENDORSEMENT

#11

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

ENDORSEMENT SCHEDULE

CA 00 01(1-80)	Business Auto Policy
CA 01 11(3-82)	Changes In Policy - New Hampshire
CA 01 17(8-85)	Changes In Policy - Wisconsin
CA 01 22(4-85)	Changes In Policy - Kansas
CA 01 32(1-83)	Changes In Policy - Oklahoma
CA 01 35(7-81)	Changes In Policy - Washington
CA 02 21(1-78)	Changes In Policy - Cancellation
CA 02 25(1-81)	Changes In Policy - Cancellation (New York)
CA 06 16(1-74)	Truckmen
CA 20 19(12-80)	Repossessed Autos
CA 21 04(7-85)	Changes In Uninsured Motorists Insurance - Missouri
CA 21 12(1-81)	Uninsured and Underinsured Motorists Insurance - Iowa
CA 21 18(7-83)	Uninsured Motorists Insurance - Oklahoma
CA 21 34(5-84)	Underinsured Motorists Insurance - Washington
CA 21 37(10-84)	Uninsured Motorists Insurance - Kansas
CA 21 38(1-85)	Underinsured Motorists Insurance- Illinois
CA 21 41(7-82)	Uninsured Motorists Insurance - South Dakota
CA 21 44(9-82)	Uninsured Motorists Insurance - Indiana
CA 21 50(11-83)	Uninsured Motorists Insurance - Colorado
CA 21 54(7-85)	Uninsured Motorists Insurance - Bodily Injury - California
CA 21 55(10-84)	Uninsured Motorists Insurance - Property Damage - California
CA 22 03(1-85)	Personal Injury Protection Endorsement - Colorado
CA 22 14(10-84)	Personal Injury Protection Endorsement - Kansas
CA 22 20(10-82)	Personal Injury Protection Endorsement - Michigan
CA 22 24(12-80)	Property Protection Endorsement - Michigan
CA 22 32(4-83)	Personal Injury Protection - New York
CA 22 34(7-85)	Personal Injury Protection Endorsement - North Dakota
CA 22 36(8-83)	Personal Injury Protection Endorsement - Oregon
CA 22 44(6-79)	Personal Injury Protection Endorsement - Utah
CA 2X 17(1-78)	Uninsured Motorists Insurance
CA 2X 23(1-78)	Uninsured Motorists Insurance - Wyoming
CA 99 03(1-80)	Auto Medical Payments Insurance
CA 99 10(12-80)	Drive Other Car Coverage - Broadened Coverage For Named Individuals
IL 09 21(4-84)	Retrospective Premium Endorsement Short Form

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul A. Donald
President

Countersigned at:

Authorized Representative:

OFFICE USE: M.O.C. ..... Due Date ..... Change name from ..... State ( ) County ( ) Region ( )

ENDORSEMENT

#11

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

ENDORSEMENT SCHEDULE Con't

CA 22 25(8-83)	Personal Injury Protection Endorsement - Minnesota
NW 06 89(5-83)	Uniform Motor Carrier Bodily Injury and Property Damage Liability
MC 1622(7-84)	Endorsement For Motor Carrier Policies of Insurance for Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980
End. #1(12-81)	Special Endorsement
End. #2(12-81)	Special Endorsement
End. #3(12-81)	
End. #4(12-81)	Special Endorsement
End. #5(12-81)	Special Endorsement
End. #6(12-81)	Special Endorsement
End. #7(12-81)	Special Endorsement
End. #8(12-81)	
End. #9(12-81)	Composite Rate Endorsement
End. #10(12-81)	Principally Garaged
End. #11(12-81)	Endorsement Schedule

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul A. Donald
President

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

© 1980

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRIVE OTHER CAR COVERAGE—BROADENED COVERAGE FOR NAMED INDIVIDUALS

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 3-3-86	Policy No. 85BA-956-964-0003
Named Insured Farmers Union Central Exchange Inc., DBA Cenex	Countersigned by (Authorized Representative)

This endorsement changes only those coverages listed below for which a charge is shown below. Each of those coverages is changed as follows:

Name of Individual	Liability		Auto Med. Pay		Uninsured Motorists		Phys. Dam.	
							Comp.	Coll. $50 Ded.
	Limit	Premium	Limit	Premium	Limit	Premium		
Charles Habergarten	2,000,000	Incl.	1,000	Incl.	50,000	Incl.		

A. **PHRASE WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following phrase has special meaning in this endorsement:

"Family member" means a person related to the individual named in this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

B. **CHANGES IN LIABILITY INSURANCE**

1. Any **auto you** don't own, hire or borrow is a covered **auto** for LIABILITY INSURANCE while being used by any individual named in this endorsement or by his or her spouse while a resident of the same household except:
   a. Any **auto** owned by that individual or by any member of his or her household.
   b. Any **auto** used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking **autos.**
2. The following is added to WHO IS INSURED:

   Any individual named in this endorsement and his or her spouse, while a resident of the same household, are **insureds** while using any covered **auto** described in paragraph B.1. of this endorsement.

C. **CHANGES IN AUTO MEDICAL PAYMENTS AND UNINSURED MOTORISTS INSURANCE**

The following is added to WHO IS INSURED:

Any individual named in this endorsement and his or her **family members** are **insureds** while **occupying** or while a pedestrian when being struck by any **auto you** don't own except:

Any **auto** owned by that individual or by any **family member.**

D. **CHANGES IN PHYSICAL DAMAGE INSURANCE**

Any private passenger type **auto you** don't own, hire or borrow is a covered **auto** while in the care, custody or control of any individual named in this endorsement or his or her spouse while a resident of the same household except:

1. Any **auto** owned by that individual or by any member of his or her household.
2. Any **auto** used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking **autos.**

3-10-86 pc

James F. Greer Jr. #0653-34

TRUCKMEN

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

Description of Automobile:

All CENEX Transport Vehicles

It is agreed that the insurance applies with respect to the **automobile** described herein or designated in the policy as subject to this endorsement, subject to the following additional provisions:

(a) The loading and unloading limitation of paragraph (c) of the "Persons Insured" provision does not apply to any person or organization or any agent or employee thereof engaged in the business of transporting property by **automobile** for the **named insured** or for others.

(b) Except with respect to the **named insured** or an employee thereof, but subject otherwise to the "Persons Insured" provision, the insurance does not cover as an **insured** any person or organization, or any agent or employee thereof, engaged in the business of transporting property by **automobile** for the **named insured** or for others under any of the following conditions:

(1) if the **bodily injury** or **property damage** occurs while such **automobile** is not being used exclusively in the business of the **named insured** and over a route the **named insured** is authorized to serve by federal or public authority, but this limitation shall not apply to an **automobile** while en route, at the request of the **named insured**, to engage in such exclusive use and not transporting property for others; or

(2) if such person or organization so engaged is subject to the security requirements of any motor carrier law and satisfies any such requirements by any means other than automobile liability insurance; or

(3) if such person or organization so engaged is insured under an automobile liability insurance policy which affords coverage for **automobiles** hired by such person or organization but which does not insure on a direct primary basis the owners of such **automobiles** and the agents and employees of such owners while such **automobiles** are being used exclusively in the business of such person or organization and over a route such person or organization is authorized to serve by federal or public authority; or

(4) if such person or organization is an independent contractor so engaged in local pick-up or delivery operations for the **named insured** in a territory such person or organization is authorized to serve by federal or public authority;

provided, however, a driver or other person furnished to the **named insured** with an **automobile** hired by the **named insured** shall be deemed not to be an employee of the **named insured**. Paragraph (b) of this endorsement does not apply with respect to **owned automobiles** registered or principally garaged in Wisconsin.

(c) Except with respect to the **named insured** the insurance with respect to any **trailer** does not cover as an **insured** any rail, water or air carrier, or any agent or employee thereof, if the **bodily injury** or **property damage** occurs while the **trailer** is detached from an **automobile** used by the **named insured** and

(1) is being transported by such carrier, agent or employee or

(2) is being loaded on or unloaded from any unit of transportation used by such carrier, agent or employee.

(d) With respect to (1) any **automobile** of the commercial type while leased or loaned to any person or organization, other than the **named insured**, engaged in the business of transporting property by **automobile** for others, or (2) any hired **private passenger automobile**, or (3) any **non-owned automobile**, the insurance under this endorsement shall be excess insurance over any other valid and collectible insurance, whether primary, excess or contingent, available to the **insured**. Otherwise, the insurance under this endorsement is primary insurance.

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

ORIGINAL

GENERAL – AUTOMOBILE LIABILITY POLICY

NATIONWIDE MUTUAL INSURANCE COMPANY

COLUMBUS, OHIO

DECLARATIONS AND POLICY PROVISIONS – PART ONE

This Declarations page, Policy Provisions, Coverage Part(s) and Endorsements complete the below numbered policy.

ITEM 1. Named Insured and Address

Farmers Union Central Exchange, Inc.
(See Endorsement #2)
5500 Cenex Drive
Inver Grove Heights, MN 55075

POLICY NUMBER
85GA-956-964-0002

Replaced or Transferred from POLICY NUMBER

ITEM 2. Policy Period: From

MO.	DAY	YEAR		MO.	DAY	YEAR
9	30	1985	to	9	30	1986

12:01 A.M., standard time, at the address of the Named Insured as stated herein, and the policy is renewed for succeeding periods of one year(s) each thereafter as provided by the Policy Period-Territory of the Coverage Part(s).

ITEM 3. The insurance afforded is only with respect to such of the following Part(s) and/or endorsements designated by the mark ☒ and Coverages therein 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.

	LIMITS OF LIABILITY		ADVANCE PREMIUM
☒ Comprehensive General Liability Insurance	BODILY INJURY LIABILITY		
☐ Owners', Landlords' and Tenants' Liability Insurance	Each Occurrence	Aggregate	
☐ Manufacturers' and Contractors' Liability Insurance	$ 2,000,000.	$ Combined	$ 1,890,443.
☐ Contractual Liability Insurance	PROPERTY DAMAGE LIABILITY		
☐ Completed Operations and Products Liability Insurance	Each Occurrence	Aggregate	
	$ Single	$ Limit	$
☐ Premises Medical Payments Insurance	Each Person	Each Accident	
	$	$	$
☐ Comprehensive Family Liability Endorsement	See Endorsement for Limits of Liability		$
☐ Storekeeper's Liability Insurance	See Coverage Part for Limits of Liability		$
☐ Garage Insurance	See Coverage Part for Limits of Liability		$
☐ Basic Automobile Liability Insurance	BODILY INJURY LIABILITY		
☐ Comprehensive Automobile Liability Insurance	Each Person	Each Occurrence	
	$	$	$
	PROPERTY DAMAGE LIABILITY		
	Each Person	Each Occurrence	
		$	$
☐ Automobile Medical Payments Insurance	Each Person	Each Accident	
	$		$
☐ Uninsured Motorists Insurance	$	$	$
☐ Automobile Physical Damage Insurance	See Coverage Part for Limits of Liability		$
☒ Endorsements and Additional Coverage Parts	See endorsement #19		$ 1,890,443.
AUDIT PERIOD: ANNUAL, unless otherwise stated		TOTAL ADVANCE PREMIUM	$

ITEM 4. The Named Insured is: Individual ☐; Partnership ☐; Corporation ☒ Other ☐ _____

ITEM 5. During the past three years no insurer has cancelled any similar insurance issued to the Named Insured, nor declined to issue such insurance, unless otherwise stated herein:

K.B. 2-10-86 Cenex Insurance Agency #9700

Countersigned at _____ By _____
Authorized Representative

Cas. 1200-18-6-75

ORIGINAL

COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART TWO

NATIONWIDE MUTUAL INSURANCE COMPANY

COLUMBUS, OHIO

SCHEDULE General — Automobile Liability Policy No.

GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUMS	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises — Operations (a) Area (sq. ft.) (b) Frontage (c) Remuneration (d) Units		(a) Area (sq. ft.) (b) Frontage (c) Remuneration (d) Units	(a) Per 100 sq. ft. of Area (b) Per linear ft. (c) Per $100 of Remuneration (d) Per Unit			
All Premises - Operation, Products, Completed Operations, Employee Benefits, including coverage as provided by GL 04 04	e)sales					
Gas Dealers - Liquified Petroleum	59851	1,653,000,000.	1.144	Incl.		
		Included in Composite Rate See Endorsement #18				
Minimum Premium BI $ PD $						
Escalators (Number at Premises) Included		Number Insured	Per Landing			
Minimum Premium BI $ PD $						
Independent Contractors Included		Cost	Per $100 of Cost			
Minimum Premium BI $ PD $						
Completed Operations Included		(a) Receipts	(a) Per $1,000 of Receipts			
Products Included		(b) Sales	(b) Per $1,000 of Sales			
Minimum Premium BI $ PD $						
				Total Advance Premium	$	$

Location of all premises owned by, rented to or controlled by the Named Insured is the same as Item 1 of the declarations unless otherwise stated herein: Per Schedule on file with Nationwide Mutual Insurance Company

Interest of Named Insured in such premises:_____ Part occupied by Named Insured:_____
(ENTER "OWNER", "GENERAL LESSEE" OR "TENANT")

When used as a premium basis:

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

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

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

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

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

(Continued on other side)

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

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

Coverage A. bodily injury or
Coverage B. property damage

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

Exclusions

This insurance does not apply:

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

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  (1) any automobile or aircraft owned or operated by or rented or loaned to any Insured, or
  (2) any other automobile or aircraft operated by any person in the course of his employment by any Insured;
  but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Named Insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any Insured;

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

(d) to bodily injury or property damage arising out of and in the course of the transporation 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 performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured;

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

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

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

(q) to property damage included within:
  (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x",
  (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
  (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

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

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

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

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

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

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  (i) an employee of the Named Insured while operating any such equipment in the course of his employment, and
  (ii) any other person while operating with the permission of the Named Insured any such equipment registered in the name of the Named Insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;
  provided that no person or organization shall be an Insured under this paragraph (e) with respect to:
  (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
  (2) property damage to property owned by, rented to, in charge of or occupied by the Named Insured or the employer of any person described in subparagraph (ii).

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

III. LIMITS OF LIABILITY

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

Coverage A – The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the 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 receipt 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; POLICY PERIOD

This insurance applies only to bodily injury or property damage which occurs within the policy territory. The policy may be renewed for succeeding periods as indicated in Item 2 of the declarations provided the required premium is paid on or before expiration of the current term.

NATIONWIDE MUTUAL INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul A. Donald
President

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | Policy No. | Endorsement No.

Named Insured | Countersigned by _____ (Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE

POLLUTION EXCLUSION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

(1) to **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) at or from premises owned, rented or occupied by the **named insured;**

(b) at or from any site or location used by or for the **named insured** or others for the handling, storage, disposal, processing or treatment of waste;

(c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **named insured** or any person or organization for whom the **named insured** may be legally responsible; or

(d) at or from any site or location on which the **named insured** or any contractors or subcontractors working directly or indirectly on behalf of the **named insured** are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) to any loss, cost or expense arising out of any governmental direction or request that the **named insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed

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This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

Schedule

Personal Injury and Advertising Injury Liability
Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein:
Limit of Liability $_____ Aggregate.

Limit of Liability—Premises Medical Payments Coverage: $1,000 each person unless otherwise indicated herein:
$_____ each person.

Limit of Liability—Fire Legal Liability Coverage: $50,000 per occurrence unless otherwise indicated herein:
$_____ per occurrence.

Premium Basis	Advance Premium
Incl. % of the Total Comprehensive General Liability Bodily Injury and Property Damage Premium as Otherwise Determined.	$ Included
MINIMUM PREMIUM $	

I. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of **incidental contract** is extended to include any oral or written contract or agreement relating to the conduct of the **named insured's** business.

(B) The insurance afforded with respect to liability assumed under an **incidental contract** is subject to the following additional exclusions:

(1) to **bodily injury** or **property damage** for which the **insured** has assumed liability under any **incidental contract**, if such injury or damage occurred prior to the execution of the **incidental contract**;

(2) if the **insured** is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of the rendering of or the failure to render professional services by such **insured**, including

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

(b) supervisory, inspection or engineering services;

(3) if the indemnitee of the **insured** is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

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

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

(5) to **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to **sidetrack agreements**.

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

(D) The following additional condition applies:

Arbitration
The company shall be entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of **personal injury** or **advertising injury** to which this insurance applies, sustained by any person or organization and arising out of the conduct of the **named insured's** business, within the **policy territory**, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

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

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

(3) to **personal injury** or **advertising injury** arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the **named insured** was made prior to the effective date of this insurance;

(4) to **personal injury** or **advertising injury** arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the **insured** with knowledge of the falsity thereof;

(5) to **personal injury** or **advertising injury** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in the declarations of the policy as a **named insured**;

(6) to **advertising injury** arising out of

(a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

(b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or

(c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) with respect to **advertising injury**

(a) to any **insured** in the business of advertising, broadcasting, publishing or telecasting, or

(b) to any injury arising out of any act committed by the **insured** with actual malice.

(C) **Limits of Liability**

Regardless of the number of (1) **insureds** hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of **personal injury** or **advertising injury**, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

(D) **Additional Definitions**

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the **named insured's** advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

(1) false arrest, detention, imprisonment, or malicious prosecution;

(2) wrongful entry or eviction or other invasion of the right of private occupancy;

(3) a publication or utterance

(a) of a libel or slander or other defamatory or disparaging material, or

(b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the **named insured** shall not be deemed **personal injury.**

III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** arises out of (a) a condition in the **insured premises**, or (b) operations with respect to which the **named insured** is afforded coverage for **bodily injury** liability under the policy.

This insurance does not apply:

(A) to **bodily injury**

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or

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

but this exclusion does not apply to the parking of an **automobile** on the **insured premises**, if such **automobile** is not owned by or rented or loaned to any **insured**;

(2) arising out of

(a) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(b) the operation or use of any snowmobile or trailer designed for use therewith;

(i) owned or operated by or rented or loaned to any **insured**, or

(ii) operated by any person in the course of his employment by any insured;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

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

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

but this exclusion does not apply to watercraft while ashore on the **insured premises**;

(4) arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to the **named insured**;

(B) to **bodily injury**

(1) included within the **completed operations hazard** or the **products hazard**;

(2) arising out of operations performed for the **named insured** by independent contractors other than

(a) maintenance and repair of the **insured premises**, or

(b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage

(a) in violation of any statute, ordinance or regulation,

(b) to a minor,

(c) to a person under the influence of alcohol, or

(d) which causes or contributes to the intoxication of any person,

if the **named insured** is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the **named insured** is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to **bodily injury**

(1) to the **named insured**, any partner thereof, any tenant or other person regularly residing on the **insured premises** or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;

(2) to any other tenant if the **bodily injury** occurs on that part of the **insured premises** rented from the **named insured** or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the **insured premises** and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

(6) if the **named insured** is a club, to any member of the **named insured**;

(7) if the **named insured** is a hotel, motel, or tourist court, to any guest of the **named insured**;

(D) to any **medical expense** for services by the **named insured**, any employee thereof or any person or organization under contract to the **named insured** to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is $1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of **bodily injury** liability stated in the policy as applicable to "each **occurrence**".

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

ADDITIONAL DEFINITIONS

When used herein:

"**insured premises**" means all premises owned by or rented to the **named insured** with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land;

"**medical expense**" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the **insured** or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the **named insured's** business, provided the **named insured** is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

V. FIRE LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to **property damage** to structures or portions thereof rented to or leased to the **named insured**, including fixtures permanently attached thereto, if such **property damage** arises out of fire

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the **insured** under any contract or agreement.

(B) The limit of **property damage** liability as respects this Fire Legal Liability Coverage—Real Property is $50,000 **each occurrence** unless otherwise stated in the schedule of this endorsement.

(C) The Fire Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the **insured**, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for **property damage** liability applies, subject to the following additional provisions:

(A) Exclusions (k) and (o) are replaced by the following:

(1) to property owned or occupied by or rented to the **insured**, or, except with respect to the use of **elevators**, to property held by the **insured** for sale or entrusted to the **insured** for storage or safekeeping;

(2) except with respect to liability under a written sidetrack agreement or the use of **elevators**

(a) to property while on premises owned by or rented to the **insured** for the purpose of having operations performed on such property by or on behalf of the **insured**,

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

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

(d) to that particular part of any property, not on premises owned by or rented to the **insured**,

(i) upon which operations are being performed by or on behalf of the **insured** at the time of the **property damage** arising out of such operations, or

(ii) out of which any **property damage** arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the **insured**;

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

(B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including

any deductible portion thereof) available to the **insured**, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of **bodily injury** is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

(A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

(B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

(1) expenses incurred by the **insured** for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;

(2) any **insured** engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;

(3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the **named insured** nor being used to carry persons or property for a charge.

Where the **insured** is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of **policy territory** is amended to include the following:

(4) Anywhere in the world with respect to **bodily injury**, **property damage**, **personal injury** or **advertising injury** arising out of the activities of any **insured** permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

(a) to **bodily injury** or **property damage** included within the **completed operations hazard** or the **products hazard**;

(b) to Premises Medical Payments Coverage.

X. ADDITIONAL PERSONS INSURED

As respects **bodily injury**, **property damage** and **personal injury** and **advertising injury** coverages, under the provision "Persons Insured", the following are added as **insureds**:

(A) Spouse—Partnership—If the **named insured** is a partnership, the spouse of a partner but only with respect to the conduct of the business of the **named insured**;

(B) Employee—Any employee (other than executive officers) of the **named insured** while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

(1) to **bodily injury** or **personal injury** to another employee of the **named insured** arising out of or in the course of his employment;

(2) to **personal injury** or **advertising injury** to the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;

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

XI. EXTENDED BODILY INJURY COVERAGE

The definition of **occurrence** includes any intentional act by or at the direction of the **insured** which results in **bodily injury**, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word **insured** shall include as **named insured** any organization which is acquired or formed by the **named insured** and over which the **named insured** maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to **bodily injury**, **property damage**, **personal injury** or **advertising injury** with respect to which such new organization under this policy is also an **insured** under any other similar liability or indemnity policy or would be an **insured** under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the **named insured**.

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

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

GENERAL LIABILITY

AMENDMENT OF TERMINATION 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 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 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 forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement Effective **Policy No.** **Endorsement No.**

Named Insured

Countersigned by _____
(Authorized Representative)

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

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"loading or unloading", with respect to an **automobile**, means the handling of property after it is moved from the place where it is accepted for movement into or onto an **automobile** or while it is in or on an **automobile** or while it is being moved from an **automobile** to the place where it is finally delivered, but **"loading or unloading"** does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the **automobile**.

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

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Additional Premium $ _____ Countersigned by _____
(Authorized Representative)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
STOREKEEPERS INSURANCE
SMP LIABILITY INSURANCE

Amendatory Endorsement

It is agreed that the exclusion relating to **bodily injury** to any employee of the **insured** is deleted and replaced by the following:

This insurance does not apply:

(i) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** for which the **insured** may be held liable as an employer or in any other capacity;

(ii) to any obligation of the **insured** to indemnify or contribute with another because of damages arising out of the **bodily injury;** or

(iii) to **bodily injury** sustained by the spouse, child, parent, brother or sister of an employee of the **insured** as a consequence of **bodily injury** to such employee arising out of and in the course of his employment by the **insured;**

This exclusion applies to all claims and suits by any person or organization for damages because of such **bodily injury** including damages for care and loss of services.

This exclusion does not apply to liability assumed by the **insured** under an **incidental contract.**

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

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

AMENDMENT OF CANCELLATION CONDITION
(Washington)

It is agreed that the second sentence of the first paragraph of the "Cancellation" Condition is replaced by the following:

This policy may be cancelled by the company by mailing to the **named insured** or his representative, or any lienholder shown in the policy, at the last address known by the company or at the last address shown by the company's records, written notice stating when not less than twenty days thereafter such cancellation shall be effective; provided that in the event of nonpayment of premium, such notice shall state when not less than ten days thereafter such cancellation shall be effective.

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

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Additional Premium $ _____ Countersigned by _____
(Authorized Representative)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE

UNDERGROUND RESOURCES AND EQUIPMENT COVERAGE

It is agreed that the following additional provisions apply with respect to **property damage** included within the **underground resources and equipment hazard** arising out of the operations performed by or on behalf of the **named insured** and described in this endorsement:

Limits of Liability

With respect to **property damage** included within the **underground resources and equipment hazard** the limits of liability provisions stated elsewhere in the policy are replaced by the following:

The total liability of the company for all damages because of all **property damage** included within the **underground resources and equipment hazard** and arising out of operations in connection with any one well shall not exceed the limit of liability stated below as "aggregate".

Exclusions

This insurance does not apply:

(a) to any cost or expense incurred by or at the request of the **named insured** or any **co-owner of the working interest** in connection with controlling or bringing under control any oil, gas or water well;

(b) to damages claimed by any **co-owner of the working interest;**

Definitions

"underground resources and equipment hazard" includes **property damage** to any of the following:

(a) oil, gas, water or other mineral substances which have not been reduced to physical possession above the surface of the earth or above the surface of any body of water;

(b) any well, hole, formation, strata or area in or through which exploration for or production of any substance is carried on;

(c) any casing, pipe, bit, tool, pump or other drilling or well servicing machinery or equipment located beneath the surface of the earth in any such well or hole or beneath the surface of any body of water.

"co-owner of the working interest" means any person or organization who is, with the **named insured**, a co-owner, joint venturer or mining partner in mineral properties who participates in the operating expense of such properties or who has the right to participate in the control, development or operation of such properties.

Agreement in Connection with Blow-Outs or Cratering of Wells

Upon the occurrence of a blow-out or cratering of any oil, gas or water well resulting from or in connection with operations performed by or on behalf of the **named insured**, the **named insured** hereby agrees that he will, at his own cost and expense, use due and reasonable diligence to take all such prompt and immediate steps for the purpose of controlling or bringing under control such well as shall be required of him by regulation, order or directive of public authorities having jurisdiction in the matter, unless such regulation, order or directive is being complied with by others.

For failure or delay of the **named insured** to comply with the obligations of this agreement, the company shall not be liable for any **property damage** included within the **underground resources or equipment hazard** resulting from the blow-out or cratering of any such well.

Description of Operations

Gasoline Recovery—from casing head or natural gas

Oil Lease Operators or Gas Lease Operators—natural gas

Oil or Gas Well Shooting

Oil or Gas Wells—cleaning or swabbing—by contractors

Oil or Gas Wells—servicing—by contractors

Oil or Gas Wells—drilling or redrilling, installation or recovery of casing

Limit of Liability: $ Aggregate

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

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE

EXCLUSION

(Malpractice and Professional Services)
(Form C)

It is agreed that with respect to any operation described below or designated in the policy as subject to this endorsement, the insurance does not apply to **bodily injury** or **property damage** due to the rendering of or failure to render any professional service.

Description of Operations:

ENDORSEMENT

1-74B

EMPLOYEE BENEFITS LIABILITY

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:

INSURING AGREEMENTS

I. COVERAGE. 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 any Employee, Former Employee or the beneficiaries or legal representatives thereof for injury caused by any negligent act, error or omission of the Insured, or any other person for whose acts, errors or omissions the Insured is legally liable in the administration of the Insured's Employee Benefit Programs as defined herein.

II. It is agreed that $1,000 shall be deducted from the amount of all claims arising out of the same negligent act, error or omission and the Company shall be liable for loss only in excess of that amount. It is further understood and agreed that in event of any claim, irrespective of the amount, notice thereof shall be given to the Company, or any of its authorized agents, by or on behalf of the Insured, in accordance with the terms of the Policy and the Company may at its option, investigate such claim or negotiate or settle any claim, and the Insured agrees, if the Company undertakes to negotiate or settle any such claim, to join the Company in such negotiation or settlement to the extent of the amount to be deducted herein provided, or to reimburse the Company for such deductible amount, if and when such claim is paid by the Company.

III. The DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS provisions 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 consent of the Insured.

IV. POLICY PERIOD & TERRITORY. This insurance applies only to claims or suits under the legal jurisdiction of a court of law or a court of equity within the policy territory

(a) during the policy period provided the Named Insured at the effective date of this insurance had no knowledge of or could not have reasonably foreseen any circumstances which might result in such claim;

(b) after the expiration of the policy period provided

(i) the act, error or omission from which the claim results occurs during the policy period, and

(ii) the Named Insured gives the Company written notice of such act, error or omission during the policy period.

DEFINITIONS

1. INSURED. The unqualified word "Insured" wherever used in relation to the insurance 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 Insured's Employee Benefit Programs.

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

The limits of the Company's Liability under this Endorsement are: $ 500,000. each claim $ 500,000. aggregate

Premium Computation:

Estimated Number of Employees	Rate (per Employee)		Estimated Premium
			$
		Basic Charge	$ Included
		Total	$

Minimum Premium: $

(continued on other side)

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (Mo. Day Year) (whichever is later).	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick, *Secretary* — Paul A. Dawald, *President*

Countersigned at: Authorized Representative

 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

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 Benefit Programs;
   (b) Interpreting the Employee Benefit Programs;
   (c) Handling of records in connection with the Employee Benefit Programs;
   (d) Effecting enrollment, termination or cancellation of employees under the Employee Benefit Programs;

   provided all such acts are authorized by the Named Insured.

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 Insured's failure to comply with any law concerning Workmen's Compensation, Unemployment Insurance, Social Security or Disability Benefits or Pension Benefits;
(e) To any claim based upon failure of stock or other investments to perform as represented by an Insured;
(f) To any claim based upon advice given by an Insured to an employee of the Named Insured to participate or not to participate in stock subscription plans;
(g) To any claim based upon the investment or noninvestment of funds.

CONDITIONS

The conditions of the policy entitled "Insureds Duties in the Event of Occurrence, Claim or Suit", "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 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 liability stated as "aggregate" is, subject to the above provision respecting each Claim, the total limit of the Company's liability for all claims covered hereunder and occurring during each policy year. The inclusion herein of more than one Insured shall not operate to increase the limits of the Company's liability.

B. PREMIUM. The premium is an estimated premium only. Upon termination of each annual period of this Policy the Insured, on request, will furnish the Company a statement of the total number of employees on the first day of the period and at the end of each three months of the period and the earned premium shall be computed on the average number of employees so reported in accordance with the rates set forth. 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 in this endorsement.

C. TERMS OF ENDORSEMENT CONFORMED TO STATUTE. Terms of this endorsement which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

GL 20 15 (Ed. 07 66)
G 113

L 9113a
(Ed. 7-66)

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 (12:01 A. M., standard time) , forms a part of policy No.

issued to

by

.....
Authorized Representative

SCHEDULE

Name of Vendor(s)	Description of Product(s)
All Vendors of Named Insureds Products	Various

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** designated above 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

ENDORSEMENT

1-102

FELLOW EMPLOYEE COVERAGE ENDORSEMENT

It is agreed that:

The insurance afforded by the policy to which this endorsement is attached, does not apply to bodily injury sustained by any employee or executive officer of the named insured arising out of and in the course of his employment by the named 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 (1) to the insureds, if any, designated in the Schedule below, or (2) to liability assumed by the named insured under a written contract, executed prior to loss, other than a written contract between the named insured and any employee or executive officer thereof.

SCHEDULE

1. ☐ Executive Officers
   ☐ Executive Officers and Supervisors
   ☒ All Employees including Executive Officers and Supervisors

2. Premium Computation

Code	Premium Basis	Advance Premium
71000		INCLUDED

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

AMENDATORY ENDORSEMENT—ADDITIONAL POLICY CONDITION

It is agreed that the following condition is made a part of this policy:

If this policy and any other policy issued to the Named Insured by the Company or any affiliated Company apply to the same occurrence, the total maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by the Company or an affiliated Company specifically to apply as excess insurance over this policy.

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AMENDMENT OF INSPECTION AND AUDIT CONDITION (MINNESOTA)

The Inspection and Audit Condition is amended by changing "three years" to "one year" regarding the time in which to examine and audit the books and records.

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

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

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

BUSINESSOWNERS POLICY
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
FARMERS COMPREHENSIVE PERSONAL LIABILITY
FARMOWNERS—RANCHOWNERS PROGRAM
STOREKEEPERS INSURANCE

CONNECTICUT AMENDATORY CANCELLATION AND NONRENEWAL ENDORSEMENT

1. The cancellation provision of this policy is amended as follows:

   The provision of the policy requiring ten (10) days notice of cancellation by the Company is amended to thirty (30) days. However, in the event the policy is cancelled for nonpayment of premium, only ten (10) days notice of cancellation shall be given.

2. The following provision is added:

   Nonrenewal of Policy

   If the Company elects not to renew this policy, it shall mail to the named insured at the mailing address shown in this policy written notice of nonrenewal at least thirty (30) days prior to the expiration date of this policy. Delivery or the mailing of notice shall be sufficient proof of notice.

IL 09 21 (Ed. 04-84) **WC 00 05 11** (Ed. 4-84)

RETROSPECTIVE PREMIUM ENDORSEMENT
SHORT FORM

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 9-30-85 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. 85GA-956-964-0002 Endorsement No.

of the Nationwide Mutual Insurance Company (NAME OF INSURANCE COMPANY)

issued to Farmers Union Central Exchange, Inc.

Premium (if any) $

Authorized Representative

The premium for this policy will be determined by the retrospective premium endorsement forming a part of policy number: 85WC-956-964-0001

AUTHENTIC

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OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#1

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

The following Provision is deleted from Broad Form Comprehensive General Liability Endorsement.

Item X - Additional Persons Insured (B) (1) bodily injury to another employee of the named insured arising out of or in the course of his employment.

All other conditions remain the same.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick — *Secretary*

Paul A. Donald — *President*

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#2

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

Farmers Union Central Exchange Incorporated and any subsidiary or affiliated companies now or hereafter constituted. Subsidiaries or affiliated companies means any company or entity of which at least 50% of the stock is owned by Farmers Union Central Exchange Incorporated or for which it has assumed an active management including but not limited to the following companies:

CENEX Accounting Services, Inc.
CENEX Ag, Inc.
CENEX Finance Association
CENEX, Inc.
CENEX, Ltd.
CENEX Petroleum, Inc.
CENEX Service Company
Full Circle, Inc.
PAX Company
CENEX Agency, Inc.
CENEX Foundation

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (Mo. Day Year) (whichever is later).	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick — *Secretary*

Paul A. Dowald — *President*

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#3

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

It is hereby agreed that National Farmers Union Property and Casualty Company as Insurer under the above policy, waives the right to assert the exclusion under Comprehensive General Liability Insurance Coverage form L6395a subsection (k) of Section I which states "this insurance does not apply to property damage to 3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control."

The waiver applies to situations in which the insured is exposed to claims for damage arising out of its activities while pumping LP gas or similar fluids, fluids from overturned railroad cars, tank trucks or trailer tanks as an accommodation to the owner of said unit.

It is further agreed that, prior to engaging in such an activity, the Insured will obtain a release of liability or hold-harmless agreement from the owner of said tank of container.

All other conditions remain the same.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick — *Secretary*

Paul A Dowdell — *President*

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#4

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

SEVERABILITY OF INTERESTS ENDORSEMENT

The inclusion of more than one Corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such Corporation, person, organization, firm or entity either as respects any claim, demand, suit or judgement made, brought or recovered, by or in favor of any other insured, or by, or in favor of, any employee of such other insured. This policy shall protect each Corporation, person, organization, firm, or entity in the same manner, as though a separate policy had been issued to each, but nothing herein shall operate to increase the Company's Liability as set forth elsewhere in this policy beyond the amount or amounts for which the Company would have been liable if only one person or interest has been named as insured.

All other conditions remain the same.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on_____ (Mo. Day Year) (whichever is later).	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick — *Secretary*

Paul A. Gould — *President*

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#5

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

It is hereby agreed that in consideration of the premium charged, the following limits of liability apply:

Bodily Injury	$ 500,000. Each Person $1,000,000. Each Occurrence
Property Damage-Physical Damage to Property	$1,000,000. Each Occurrence $1,000,000. Aggregate

For: Oregon - Washington Railroad & Navigation Co., an Oregon Corp. and its lessee Union Pacific Railroad Co., a Utah Corporation.

To Cover: Two (2) Undertrack Unloading Pits with conveyers at Umatilla in Umatilla County or used Unloading Pits.

All other conditions remain the same.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick — *Secretary*

Paul A Gould — *President*

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#6

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

ADDITIONAL INSURED ENDORSEMENT

It is agreed that the following are added as additional insured:

1. All additlional insureds so identified and included on certificates of insurance on file with the Company, but only as respects the certificate holders interest that appears on the certificate of insurance.

2. Any person, organization, trustee, estate or governmental entity to whom or to which the Named Insured is obligated, by virture of a written contract or by the issuance or existence of a permit, to provide insurance such as is afforded by this policy, but only with respects to operations by or on behalf of the Named Insured and then only for the limits of liability specified in such contract, but in no event for limits of liability in excess of the applicable limits of liability of this policy.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul A. Donald
President

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#7

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

ADDITIONAL INSURED
(LICENSOR)

In consideration of the premium charged for the policy or policies to which this endorsement is attached, it is understood and agreed that the OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, and Oregon Corporation, and its lessee, UNION PACIFIC RAILROAD COMPANY, a Utah Corporation, (hereinafter collectively called "Licensor"), are Additional Insureds, but only as respects any and all liability, damages, recoveries, judgements, cost, expenses, charges and demands, on account of injuries to or death of persons whomsoever (including without limitation the Licensor's agent, servants and employees) or loss or destruction of or damage to property whatsoever (including without limitation property owned, leased, occupied or used by or in the care, custody and control of the Licensor or any employee of the Licensor) resulting from the maintenance or use of an unloading pit upon the Licensor's right-of-way and under its tracks at or near Madras, Jefferson County, Oregon, as more particularly described in agreement dated June 18, 1965, as extended, assigned and amended, by and between the Licensor and the insured, or resulting from the use thereof by the Insured, the Insured's agents, servants, employees, patrons or customers, contractors, subcontractors, or by any other person or persons other than agents, servants or employees of the Licensor, whether caused or contributed to by the negligence of the Licensor, the Licensor's agents, servants and employees, or otherwise. The Insurance Company agrees to appear and defend, in the name of the Licensor, any suit or action at law brought against the Licensor on account of any such person injuries or death, or loss of, destruction of, or damage to property, and to pay and satisfy any final judgement that may be rendered against the Licensor in any such suit or action at law.

Any and all exclusions and provisions of the policy or policies to which this endorsement is attached which are inconsistent with the coverage specified in this endorsement shall be and are hereby superseded.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul A. Donald
President

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#7

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

ADDITIONAL INSUREDS
(LICENSOR)
Cont'

The coverage under the policy to which this endorsement is attached is primary and exclusive of any carried by the Licensor, and shall be exhausted first, notwithstanding the fact that the Licensor may have other valid and collectible insurance covering the same risk.

The policy to which this endorsement is attached shall not be cancelled, altered, terminated or amended by the Insurance Company or its agent or agents unless the Licensor is given at least thirty (30) days written notice of intent to cancel or terminate such policy.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul R. Arnold
President

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#8

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

ADDITIONAL INSUREDS
(Designated Premises)

This endorsement, effective September 30, 1984 (12:01 A.M. Standard Time) forms a part of policy number 21-87133-25-01 issued to Farmers Union Central Exchange, by National Farmers Union Insurance Companies.

Name of person or organization: Ideal Basic Industries
Location of premises: S.W. one-quarter of section 19-37S-6W, Willamette Meridian, Josephine County, Oregon

It is agreed that with respect to the insurance afforded under the Personal Liability coverage:

1) The "Persons Insured" provision is amended to include the person or organization named above, but only with respect to the ownership, maintenance or use of the premises designated above and operations necessary or incidental thereto.

2) The insurance with respect to said person or organization does not apply to bodily injury to any employee of said person or organization arising out of or in the course of his employment by said person or organization.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul A. Gould
President

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#9

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

NOTICE OF CANCELLATION

"The cancellation provisions of this policy are changed to provide the 90 days cancellation notice shall be given the Insured in event of cancellation by this Company."

All other conditions remain the same.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on_____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick — *Secretary*

Paul A Gerald — *President*

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT
#10

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

NON-OPERATING WORKING INTEREST OF THE INSURED

Such insurance as is afforded by the policy for Bodily Injury Liability and Property Damage Liability applies with respect to the interests of the Named Insured in producing, plugged, or abandoned Oil or Gas or distillate wells in which the insured has a non-operating working interest, subject to the following provisions:

1. The liability of the company shall not exceed any amounts in excess of the Named Insured's Proportionate part of the total amount of such loss and expense in the exact relation that his proportionate ownership interest in any such properties bares to the total ownership interest therein, regardless of whether one or more of the parties, including the named insured, in such total loss and expense, or whether such total loss and expense shall have been held to be a joint liability as between two or more said parties, including the named insured.

2. If there is other insurance available to the insured against a loss covered by this endorsement, the insurance under the endorsement shall be excess over any other valid and collectible insurance.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.

Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul A. Donald
President

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT
#11

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

ADDITIONAL INSURED-WORKING INTEREST

It is agreed that:

The unqualified word "Insured" shall with respect to development, management and operation of oil and gas properties also include any co-owner, Joint Venturer or Mining Partner who is represented by the insured as agent, or has obtained through the Named Insured or shares with the Named Insured, a financial interest in such properties and participates in the cost of development and operations of such properties.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (Mo. Day Year) (whichever is later).	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul A. Gould
President

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
	.....	.....	.....	( )	( )	( )

ENDORSEMENT

#12

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

BLANKET WAIVER OR SUBROGATION

It is agreed that with respects to such insurance as is afforded by the Policy, the Company waives any right of subrogation it may acquire against the principal named below by reason of any payment made on account of Bodily Injury, including death resulting therefrom, or Property Damage sustained in the course of the named insured's operation:

Principal: All as required by written contract.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul A. Donald
President

Countersigned at:

Authorized Representative

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#13

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

REVISED SUBROGATION ENDORSEMENT

"In the event of any payment under this policy, the Company shall be subrogated to the extent of such payment, to all the Insured's rights of recovery therefor and the Insured shall execute all papers required and shall do everthing that may be necessary to secure such rights, but the Company shall have no rights of subrogation against any owned or controlled subsidiary or affiliated companies of the Named Insured.

"This Insured shall do nothing after loss to prejudice such rights. If any amount is recovered as a result of the exercise of such rights such amount shall be apportioned as follows:

"First, any interests (including the Insured) that shall have paid an amount over and above any payment made under the policy shall be reimbursed up to the amount paid by such interest; second, the Company shall be reimbursed out of the balance then remaining, up to the amount paid under this policy; third, the Insured is entitled to the residue. The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned (including the Insured) in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted soley on the initiative of the Company, the expenses thereof shall be borne by the Company ."

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul A. Donald
President

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#14

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

REVISED NOTICE OF OCCURRENCE ENDORSEMENT

It is agreed that the conditions of the general provisions is amended to read:

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 there, and the names and addresses of the injured, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable after the office of Supervisor, Corporate Risk Management has been notified of such accident. The named insured shall promptly take at its expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul A. Donald
President

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#15

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

"IN REM"

It is agreed that such insurance as is afforded by the policy, coverage shall not be denied solely on the grounds that the claim or suit against the insured is based on an "IN REM" proceeding.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul A. Gerald
President

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#16

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

It is hereby agreed that Section VIII of the Broad Form Comprehensive General Liability Endorsement, GL 04 04(5-81) is amended to apply to watercraft of 50 feet in length or less.

It is also agreed that exclusion (B) (1) regarding contractual agreements in Section II of this endorsement is hereby deleted.

All other terms and conditions remain the same.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick — *Secretary*

Paul A. Donald — *President*

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT
#17

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

It is agreed that this policy covers the liability assumed by the insured under Tract Lease No. 19789-D dated April 20, 1984, issued by the Soo Line Railroad Company for track in the NW¼, Section 31, Township 150 North, Range 72 West, in Wells County, North Dakota.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul A Dowald
President

Countersigned at:

Authorized Representative.

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#18

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

COMPOSITE RATE ENDORSEMENT
GENERAL LIABILITY

It is agreed that such insurance as is afforded by the policy for Bodily Injury Liability and Property Damage Liability applies subject to the following provisions:

1. The premium stated in the declarations is an estimated premium only. Upon termination of the policy, the earned premium shall be computed in accordance with the rates listed at the bottom of this endorsement. If the earned premium thus computed exceeds the estimated premium paid, the Named Insured shall pay the excess to the Company; if less the Company shall return to the Named Insured the unearned portion paid by the Insured.

2. The premium for this policy shall be based on sales. The Insured shall maintain adequate records and report the payroll at expiration of the policy.

3. The Company shall be permitted to examine and audit the Insured's books and records.

	RATES PER $1,000. OF SALES	ESTIMATED PREMIUMS
TOTAL	1.14364	$1,890,443.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.

Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick — *Secretary*

Paul A. Dowald — *President*

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#19

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

ENDORSEMENT SCHEDULE

GL 04 04(5-81)	Broad Form Comprehensive General Liability Endorsement
GL 00 19(7-78)	Amendatory Endorsement Additional Definition
GL 00 32(4-84)	Amendatory Endorsement
GL 02 00(1-76)	General Liability Amendment of Termination Provision (Illinois)
GL 02 07(6-80)	Amendment of Cancellation Condition (Washington)
GL 04 13(1-73)	Underground Resources and Equipment Coverage
GL 21 16(7-66)	Exclusion (Malpractice and Professional Services)
GL 21 33(2-85)	Pollution Exclusion
GL 20 15(7-66)	Additional Insured
End. 1-74B(6-82)	Employees Benefits Liability
End. 1-102(6-76)	Fellow Employee Coverage Endorsement
Cas. 2527(4-82)	Amendatory Endorsement - Additional Policy Conditions
IL 01 20(8-82)	Amendment of Inspection and Audit Condition (Minnesota)
IL 02 24(10-79)	Connecticut Amendatory Cancellation and Non-renewal Endorsement
IL 09 21(4-84)	Retrospective Premium Endorsement Short Term
End. #1(12-81)	
End. #2(12-81)	
End. #3(12-81)	
End. #4(12-81)	Severability of Interest Endorsement
End. #5(12-81)	
End. #6(12-81)	Additional Insured Endorsement
End. #7(12-81)	Additional Insured (Licensor)
End. #8(12-81)	Additional Insured (Designated Premises)
End. #9(12-81)	Notice of Cancellation
End. #10(12-81)	Non Operating Working Interest of the Insured
End. #11(12-81)	Additional Insured Working Interest
End. #12(12-81)	Blanket Waiver of Subrogation
End. #13(12-81)	Revised Subrogation Endorsement
End. #14(12-81)	Revised Notice of Occurrence Endorsement
End. #15(12-81)	"In Rem"
End. #16(12-81)	
End. #17(12-81)	
End. #18(12-81)	Composite Rate Endorsement General Liability
End. #19(12-81)	Endorsement Schedule

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (Mo. Day Year) (whichever is later).	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul A. Donald
President

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

NW 00 08 03 82

DECLARATIONS - NON-DEALERS GARAGE POLICY

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

DECLARATIONS AND POLICY PROVISIONS - PART ONE

This Declarations page, Policy Provisions and Endorsements complete the below numbered policy.

ITEM ONE *Named Insured and Address*

Farmers Union Central Exchange, Inc.
See Endorsement #1
5500 Cenex Drive
Inver Grove Heights, MN 50075

POLICY NUMBER
85GR-956-964-0005

Replaced or Transferred from POLICY NUMBER

Policy Period: From

MO.	DAY	YEAR		MO.	DAY	YEAR
9	30	19 85	to	9	30	19 86

12:01 A.M., standard time, at the address of the Named Insured as stated herein, and the policy is renewed for succeeding periods of one year each thereafter as provided by the Policy

ITEM TWO ***SCHEDULE OF COVERAGES AND COVERED AUTOS***

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from ITEM THREE (see reverse side for ITEM THREE) next to the name of the coverage.

COVERAGES	COVERED AUTOS (see Note)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY INSURANCE FOR YOUR GARAGE OPERATION	29,30	$ 2,000,000. Combined Single Limit	100.00
GARAGEKEEPERS INSURANCE	30	FOR LIMIT OF LIABILITY AND APPLICABLE DEDUCTIBLES REFER TO ITEM SIX.	100.00
MEDICAL PAYMENTS FOR YOUR GARAGE OPERATION		$	
LIABILITY INSURANCE FOR YOUR OWNED AUTOS		$	
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS $ _____ DEDUCTIBLE.	
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.	
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS $ _____ DEDUCTIBLE FOR EACH ACCIDENT.	
UNINSURED MOTORIST INSURANCE		REFER TO AUTO SCHEDULE FOR LIMITS AND INDIVIDUAL AUTO PREMIUM.	
MEDICAL PAYMENTS FOR YOUR OWNED AUTOS		$	
PHYSICAL DAMAGE INSURANCE COMPREHENSIVE COVERAGE ON YOUR OWNED AUTOS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ _____ DEDUCTIBLE FOR EACH COVERED AUTO FOR ALL LOSS EXCEPT FIRE OR LIGHTNING.	
PHYSICAL DAMAGE INSURANCE SPECIFIED PERILS COVERAGE ON YOUR OWNED AUTOS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $25 DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.	
PHYSICAL DAMAGE INSURANCE COLLISION ON YOUR OWNED AUTOS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DEDUCTIBLE FOR EACH COVERED AUTO.	
THE FOLLOWING ENDORSEMENTS APPLY TO YOUR POLICY: CA 00 05(1-80), End. #1, #2, #3, #4(12-81)			
NOTE: Entry of one or more of the symbols from ITEM THREE (see reverse side for ITEM THREE) shows which autos are covered autos.		ESTIMATED PREMIUM FOR THE ENDORSEMENTS LISTED ABOVE	
		ESTIMATED TOTAL PREMIUM	200.00

The estimated total premium for this policy is based on the exposures you told us you would have when this policy began. We will compute your final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and you will be billed for the balance, if any, if the estimated total premium exceeds the final premium due you will get a refund. To determine your final premium due we may examine your records at any time during the period of coverage and up to three years afterward. If this policy is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

ISSUED BY ☒ NATIONWIDE MUTUAL INSURANCE COMPANY
☐ NATIONWIDE MUTUAL FIRE INSURANCE COMPANY COUNTERSIGNED _____ 19 _____ at _____

by _____

Cas. 2109-A

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ITEM THREE DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL		DESCRIPTION
21	=	**ANY AUTO.**
22	=	**OWNED AUTOS ONLY.** Only those autos you own (and for liability coverage any trailers you don't own while attached to power units you own). This includes those autos whose ownership you acquire after the policy begins.
23	=	**OWNED PRIVATE PASSENGER AUTOS ONLY.** Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
24	=	**OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS ONLY.** Only those autos you own which are not of the private passenger type (and for liability coverage *any trailers you don't own while attached to power units* you own). This includes those autos, not of the private passenger type, whose ownership you acquire after the *policy begins.*
25	=	**OWNED AUTOS SUBJECT TO NO-FAULT.** Only those autos you own which are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos whose ownership you acquire after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
26	=	**OWNED AUTOS SUBJECT TO COMPULSORY UNINSURED MOTORISTS LAW.** Only those autos you own which, because of the law in the state where they are licensed or *principally garaged, are required to have and cannot re*ject uninsured motorists insurance. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
27	=	**SPECIFICALLY DESCRIBED AUTOS.** Only those autos described in ITEM EIGHT (Non-Dealers) or ITEM TWELVE (Dealers) for which a premium charge is shown (and for liability coverage any trailers you don't own while attached to any power unit described in ITEM EIGHT or ITEM TWELVE).
28	=	**HIRED AUTOS ONLY.** Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or members of their households.
29	=	**NON-OWNED AUTOS USED IN YOUR GARAGE BUSINESS.** Any auto you do not own, lease, hire or borrow used in connection with your garage business described in these declarations. This includes autos owned by your employees or members of their households while used in your garage business.
30	=	**AUTOS LEFT WITH YOU FOR SERVICE, REPAIR, STORAGE OR SAFEKEEPING.** Any auto not owned by you or any of your employees while left with your garage operations for service, repair, storage or safekeeping.
31	=	
32	=	

POLICYHOLDER MEMBERSHIP IN THE COMPANY

Because this policy is issued by a mutual insurance company, you are a member of the company while this or any other policy is in force. While a member you are entitled to one vote only - either in person or by proxy - at meetings of the company. You are entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in your policy.

The annual meeting of members of the company issuing your policy (the company is indicated on the Declarations page) will be held at the Nationwide Plaza in Columbus, Ohio, on the first Thursday of April. The time of the meeting for the Nationwide Mutual Fire Insurance Company is 9:30 A.M. and the time of the meeting for the Nationwide Mutual Insurance Company is 10:00 A.M. We will mail notice of any change in meeting dates, time or place to you at your address last known to us at least ten days prior to the rescheduled meeting date.

This policy is non-assessable, meaning that you are not subject to any assessment beyond the premiums we require for each policy term.

IN WITNESS WHEREOF: Nationwide Mutual Fire Insurance Company or Nationwide Mutual Insurance Company has caused this policy to be signed by its President and Secretary at Columbus, Ohio, and countersigned by a duly authorized representative of the company.

M. E. Fitzpatrick
Secretary

Herbert R. Mandel
President

ITEM FOUR LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS

LOCATION NO.	ADDRESS —— STATE YOUR MAIN BUSINESS LOCATION AS LOCATION NO. 1
1	
2	

ITEM FIVE LIABILITY INSURANCE--PAYROLL RATING BASIS FOR YOUR PREMISES AND OPERATIONS AND NON-OWNED AUTOS USED IN YOUR BUSINESS REFER TO THE ATTACHED AUTO SCHEDULE FOR THE LIABILITY PREMIUMS FOR THE COVERED AUTOS YOU OWN, HIRE, OR BORROW

Location	Number of Employees	Estimated Payroll	Rate per $100 of Payroll	Premium
1				
Location 2	Number of Employees	Estimated Payroll	Rate per $100 of Payroll	Premium
MINIMUM PREMIUM $			TOTAL ADVANCE PREMIUM FOR LIABILITY INSURANCE FOR YOUR GARAGE OPERATION	

ITEM SIX GARAGEKEEPERS INSURANCE--COVERAGES AND PREMIUMS

LOCATION NO.	COVERAGES	LIMIT OF LIABILITY	PREMIUM
1	Comprehensive	$ 250,000. MINUS $ 100,000. DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO	50.00
	Specified Perils	$ _____ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.	
	Collision	$ _____ MINUS $ _____ DEDUCTIBLE FOR EACH COVERED AUTO.	
2	Comprehensive	$ _____ MINUS $ _____ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO	
	Specified Perils	$ _____ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.	
	Collision	$ 250,000. MINUS $ 100,000. DEDUCTIBLE FOR EACH COVERED AUTO.	50.00
		TOTAL ADVANCE PREMIUM FOR YOUR GARAGEKEEPERS INSURANCE	100.00

EM SEVEN MEDICAL PAYMENTS INSURANCE--PREMISES AND OPERATIONS--NON-OWNED AUTOS USED IN YOUR BUSINESS. REFER TO THE ATTACHED AUTO SCHEDULE FOR MEDICAL PAYMENTS PREMIUMS FOR COVERED AUTOS YOU OWN.

COVERAGE	PREMIUM DETERMINATION	PREMIUM
Auto Medical Payments Only	Auto Medical Payments Premium equals % of the ITEM FIVE Liability Premium	
Premises and Operations Medical Payments (Does not apply to bodily injury caused by any auto)	Premises and Operations Medical Payments Premium equals % of the ITEM FIVE Liability Premium	
Premises and Operations and Auto. Medical Payments	Premises and Operations and Auto Medical Payments Premium equals % of the ITEM FIVE Liability Premium	
	MINIMUM PREMIUM	

ITEM EIGHT REFER TO THE ATTACHED AUTO SCHEDULE FOR COVERAGES AND PREMIUMS APPLICABLE TO OWNED AUTOS.

K.B. 2-6-86

Cenex Insurance Agency #9700-22

GARAGE POLICY

CA 00 05
(Ed. 01 80)

In return for the payment of the premium and subject to all the terms of this policy, **we** agree with **you** as follows:

PART I — WORDS AND PHRASES WITH SPECIAL MEANING — READ THEM CAREFULLY

The following words and phrases have special meaning throughout this policy and appear in **boldface type** when used:

A. **"You"** and **"your"** mean the person or organization shown as the named insured in ITEM ONE of the declarations.

B. **"We", "us"** and **"our"** mean the company providing this insurance.

C. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage** the **insured** neither expected nor intended.

D. **"Auto"** means a land motor vehicle, trailer or semitrailer.

E. **"Bodily injury"** means bodily injury, sickness or disease including death resulting from any of these.

F. **"Garage operations"** means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. Garage operations includes the ownership, maintenance or use of the **autos** indicated in PART II as covered **autos**. Garage operations also include all operations necessary or incidental to a garage business.

G. **"Insured"** means any person or organization qualifying as an insured in the WHO IS INSURED section of the applicable insurance. Except with respect to **our** limit of liability, the insurance afforded applies separately to each insured who is seeking coverage or against whom a claim is made or suit is brought.

H. **"Loss"** means direct and accidental loss or damage.

I. **"Products"** means the goods or products **you** made or sold in a garage business.

J. **"Property damage"** means the damage to or loss of use of tangible property.

K. **"Trailer"** includes semitrailer.

L. **"Work you performed"** includes work that someone performed for **you.**

PART II — WHICH AUTOS ARE COVERED AUTOS

A. ITEM TWO of the declarations shows the **autos** which are covered **autos** for each of **your** coverages. The numerical symbols explained in ITEM THREE of the declarations describe which **autos** are covered **autos.** The symbols entered next to a coverage designate the only **autos** that are covered **autos.**

B. **OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS.**

1. If symbols "21", "22", "23", "24", "25" or "26" are entered next to a coverage in ITEM TWO, then **you** already have coverage for **autos** of the type described until the policy ends.
2. But, if symbol "27" is entered next to a coverage in ITEM TWO, an **auto you** acquire will be a covered **auto** for that coverage only if:
   a. **We** already insure all **autos** that **you** own for that coverage or it replaces an **auto you** previously owned that had that coverage; and
   b. **You** tell **us** within 30 days after **you** acquire it that **you** want **us** to insure it for that coverage.

C. **CERTAIN TRAILERS.**

If the policy provides liability insurance, **trailers** with a load capacity of 2,000 pounds or less are covered **autos** for liability insurance.

PART III — WHERE AND WHEN THIS POLICY COVERS

We cover **bodily injury, property damage** or **losses** that occur during the policy period:

A. In the United States of America, its territories or possessions, Puerto Rico or Canada or while the covered **auto** is being transported between any of these places.

B. Anywhere in the world if the **bodily injury** or **property damage** is caused by one of **your products** which is sold for use in the United States of America, its territories or possessions, Puerto Rico or Canada. The original suit for damages resulting from such **bodily injury** or **property damage** must be brought in one of these places.

PART IV — LIABILITY INSURANCE

A. **WE WILL PAY.**

1. **We** will pay all sums the **insured** legally must pay as damages because of **bodily injury** or **property damage** to which this insurance applies caused by an **accident** and resulting from **garage operations.**
2. **We** have the right and the duty to defend any suit

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asking for these damages. However, **we** have no duty to defend suits for **bodily injury** or **property damage** not covered by this policy. **We** may investigate and settle any claim or suit as **we** consider appropriate. **Our** payment of the LIABILITY INSURANCE limit ends **our** duty to defend or settle.

B. **WE WILL ALSO PAY.**

In addition to **our** limit of liability **we** will pay for the **insured:**

1. Up to $250 for cost of bail bonds (including bonds for related traffic law violations) required because of an **accident we** cover. **We** do not have to furnish these bonds.
2. Premiums on appeal bonds in any suit **we** defend.
3. Premiums on bonds to release attachments in a suit **we** defend but only for bonds up to **our** limit of liability.
4. All costs taxed against the **insured** in a suit **we** defend.
5. All interest accruing after the entry of the judgment in a suit **we** defend. **Our** duty to pay interest ends when **we** pay or tender **our** limit of liability.
6. Up to fifty dollars per day for loss of earnings (but not other income) because of attendance at hearings or trials at **our** request.
7. Other reasonable expenses incurred at **our** request.

C. **WE WILL NOT COVER — EXCLUSIONS.**

This insurance does not apply to:

1. Liability assumed under any contract or agreement except under a lease of a premises, an easement, sidetrack agreement or an elevator maintenance agreement.
2. Any obligation for which the **insured** or his or her insurer may be held liable under any workers' compensation or disability benefits law or under any similar law.
3. Any obligation of the **insured** to indemnify another for damages resulting from **bodily injury** to the **insured's** employee.
4. **Bodily injury** to any employee of the **insured** arising out of and in the course of his or her employment by the **insured.** However, this exclusion does not apply to **bodily injury** to domestic employees not entitled to workers' compensation benefits.
5. **Bodily injury** to any fellow employee of the **insured** arising out of and in the course of his or her employment.
6. **Property damage** to property owned or held for sale or being transported by the **insured** or in the **insured's** care, custody or control.
7. Any covered **auto** while leased or rented to others. This exclusion does not apply to a covered **auto you** rent to one of **your** customers while his or her **auto** is left with **you** for service or repair.
8. **Bodily injury** or **property damage** caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.
9. Covered **autos** while used in any professional or organized racing or demolition contest or stunting activity. This insurance also does not apply while the **auto** is being prepared for such a contest or activity.
10. Any watercraft or aircraft.
11. **Property damage** to any of **your products** or any part of **your products** if caused by a defect existing at the time it was sold or transferred to another.
12. **Property damage** to **work you performed** if the **property damage** results from any part of the work itself or from the parts, materials or equipment used in connection with the work.
13. Loss of use of other property not physically damaged if caused by:
    a. **Your** delay or failure in performing any agreement or contract.
    b. The failure of **your products** or **work you performed** to meet the quality warranted or the level of performance represented. However, this exclusion, 13b, does not apply if the loss of use was caused by sudden and accidental damage to or destruction of **your products** or **work you performed** after they have been put to use by someone other than the **insured.**
14. Damages claimed because of the recall of **your products** or **work you performed** or other property of which they form a part due to a known or suspected defect or deficiency they contain.

D. **WHO IS AN INSURED.**

1. **For Covered Autos.**
    a. **You** are an **insured** for any covered **auto.**
    b. Anyone else is an **insured** while using with **your** permission a covered **auto** except:
        (1) The owner of a covered **auto you** hire or borrow from one of **your** employees or a member of his or her household.
        (2) Someone using a covered **auto** while he or she is working in a business of selling, servicing, repairing or parking or storing **autos** unless the business is **your garage operations.**
        (3) **Your** customers, if **your** business is shown in ITEM ONE of the declarations as an **auto** dealership. However, if a customer of **yours:**

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(a) Has no other available insurance (whether primary, excess or contingent), he or she is an **insured** but only up to the compulsory or financial responsibility law limits where the covered **auto** is principally garaged.

(b) Has other available insurance (whether primary, excess or contingent) less than the compulsory or financial responsibility law limits where the covered **auto** is principally garaged, he or she is an **insured** only for the amount by which the compulsory or financial responsibility law limits exceed the limits of his or her other insurance.

c. Anyone liable for the conduct of an **insured** described above is an **insured** but only to the extent of that liability. However, the owner or anyone else from whom **you** hire or borrow a covered **auto** is an **insured** only if that **auto** is a **trailer** connected to a covered **auto you** own.

2. **For Garage Operations Other Than Covered Autos.**

a. **You** are an **insured.**

b. **Your** employees, directors or shareholders are **insureds** but only while acting within the scope of their duties.

E. **OUR LIMIT OF LIABILITY.**

1. Regardless of the number of covered **autos, insureds,** claims made or vehicles involved in the **accident,** the most **we** will pay for all damages resulting from any one **accident** is the limit of LIABILITY INSURANCE shown in the declarations. However, **we** will deduct $100 from the damages in any **accident** resulting from **property damage** to an **auto** as a result of **work you performed.**

2. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **accident.**

F. **OUT OF STATE EXTENSIONS OF COVERAGE.**

1. While a covered **auto** is away from the state where it is licensed **we** will:

a. Increase this policy's liability limits to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the covered **auto** is being used.

b. Provide the minimum amounts and types of other coverages, such as "No-fault", required of out of state vehicles by the jurisdiction where the covered **auto** is being used.

2. **We** will not pay anyone more than once for the same elements of loss because of these extensions.

PART V — GARAGEKEEPERS INSURANCE

A. **WE WILL PAY.**

1. **We** will pay all sums the **insured** legally must pay as damages for **loss** to a covered **auto** left in the **insured's** care while the **insured** is attending, servicing, repairing, parking or storing it in **your garage operations,** under:

a. **Comprehensive Coverage.** From any cause except the covered **auto's** collision with another object or its overturn.

b. **Specified Perils Coverage.** Caused by:

(1) Fire or explosion;
(2) Theft;
(3) Mischief or vandalism.

c. **Collision Coverage.** Caused by the covered **auto's** collision with another object or its overturn.

2. **We** have the right and duty to defend any suit asking for these damages. However, **we** have no duty to defend suits for **loss** not covered by this policy. **We** may investigate and settle any claim or suit as **we** consider appropriate. **Our** payment of **our** limit for any coverage ends **our** duty to defend or settle for that coverage.

B. **WE WILL ALSO PAY.**

In addition to **our** limit of liability, **we** will pay for the **insured:**

1. Premium on appeal bonds in any suit **we** defend.
2. Premium on bonds to release attachments in a suit **we** defend, but only for bonds up to **our** limit of liability.
3. All costs taxed to the **insured** in a suit **we** defend.
4. All interest accruing after the entry of the judgment in a suit **we** defend. **Our** duty to pay interest ends when **we** pay or tender **our** limit of liability.
5. Up to fifty dollars a day for loss of earnings (but not other income) because of attendance at hearings or trials at **our** request.
6. Other reasonable expenses incurred at **our** request.

C. **WE WILL NOT COVER — EXCLUSIONS.**

This insurance does not apply to:

1. Liability resulting from any agreement by which the **insured** accepts responsibility for **loss.**
2. **Loss** due to theft or conversion caused in any way by **you, your** employees or by **your** shareholders.
3. Defective parts or materials.
4. Faulty **work you performed.**
5. **Loss** to tape decks or other sound reproducing equipment not permanently installed in a covered **auto.**
6. **Loss** to tapes, records or other devices designed for use with sound reproducing equipment.
7. **Loss** to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the **auto** manufacturer for the installation of a radio.

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D. **WHO IS AN INSURED.**

Each of the following is an **insured** for **loss** to covered **autos:**

1. **You** are an **insured.**
2. **Your** employees, directors or shareholders are **insureds** but only while acting within the scope of their duties as such.

E. **OUR LIMIT OF LIABILITY.**

Regardless of the number of covered **autos, insureds,** claims made or suits brought, the most **we** will pay for **loss** at each location is the GARAGEKEEPERS INSURANCE limit shown in the declarations for that location *minus the applicable deductibles for* **loss** *caused by* collision, theft or malicious mischief or vandalism. The maximum deductible stated in the declarations for GARAGEKEEPERS INSURANCE Comprehensive or Specified Perils Coverage is the most that will be deducted for all **loss** in any one event caused by theft or malicious mischief or vandalism. Sometimes to settle a claim or suit, **we** may pay all or any part of the deductible. If this happens **you** must reimburse **us** for the deductible or that portion of the deductible that **we** paid.

PART VI — PHYSICAL DAMAGE INSURANCE

A. **WE WILL PAY.**

We will pay for **loss** to a covered **auto** or its equipment, under:

1. **Comprehensive Coverage.** From any cause except the covered **auto's** collision with another object or its overturn.
2. **Specified Perils Coverage.** Caused by:
   a. Fire or explosion;
   b. Theft;
   c. Windstorm, hail or earthquake;
   d. Flood;
   e. Mischief or vandalism.
   f. *The sinking, burning, collision or derailment of* any conveyance transporting the covered **auto.**
3. **Collision Coverage.** Caused by the covered **auto's** collision with another object or its overturn.

B. **WE WILL ALSO PAY IF YOUR BUSINESS IS SHOWN IN THE DECLARATIONS AS OTHER THAN AN AUTO DEALERSHIP.**

We will also pay up to ten dollars per day to a maximum of three hundred dollars for transportation expenses incurred by **you** because of the total theft of a covered **auto** of the private passenger type. **We** will pay only for those covered **autos** for which **you** carry either comprehensive coverage or theft coverage. **We** will pay for transportation expenses incurred during the period beginning forty-eight hours after the theft and ending regardless of the policy's expiration, when the covered **auto** is returned to use or **we** pay for its **loss.**

C. **WE WILL NOT COVER — EXCLUSIONS.**

This insurance does not apply to:

1. Wear and tear, freezing, mechanical or electrical breakdown unless caused by other **loss** covered by this policy.
2. Blowouts, punctures or other road damage to tires unless caused by other **loss** covered by this policy.
3. **Loss** caused by declared or undeclared war or insurrection or any of their consequences.
4. **Loss** caused by the explosion of a nuclear weapon or its consequences.
5. **Loss** caused by radioactive contamination.
6. **Loss** *to tape decks or other sound reproducing* equipment not permanently installed in a covered **auto.**
7. **Loss** *to tapes, records or other devices designed for* use with sound reproducing equipment.
8. **Loss** to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the **auto** manufacturer for the installation of a radio.
9. Covered **autos** leased or rented to others. This exclusion does not apply to a covered **auto you** rent to one of **your** customers while his or her **auto** is left with **you** for service or repair.
10. Any covered **auto** while used in any professional or organized racing contest or demolition contest or stunting contest. **We** will also not cover any covered **auto** while being prepared for any such event.
11. **Loss** to any covered **auto** as a result of someone causing **you** to voluntarily part with it by trick or scheme or under false pretenses.

D. **IF YOUR BUSINESS IS STATED IN THE DECLARATIONS AS AN AUTO DEALERSHIP, WE WILL ALSO NOT COVER — ADDITIONAL EXCLUSIONS.**

1. **Your** expected profit.
2. **Loss** to any covered **auto** displayed or stored at any location not shown in ITEM FOUR if the **loss** occurs more than forty-five days after **your** use of the location begins.
3. Under the Collision Coverage, to any covered **auto** while being driven or transported from the point of purchase or distribution to its destination if such points are more than fifty road miles apart.
4. *Under the Specified Perils Coverage, to* **loss** *to any* covered **auto** caused by the collision or upset of any vehicle transporting it.

E. ***HOW WE WILL PAY FOR LOSS — THE MOST WE WILL PAY.***

1. At **our** option **we** may:

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a. Pay for, repair or replace damaged or stolen property; or

b. Return stolen property, at **our** expense. **We** will pay for any damage that results to the **auto** from the theft.

2. The most **we** will pay for **loss** to any one covered **auto** is the smaller of the following amounts:

a. The actual cash value of the damaged or stolen property at the time of the **loss.**

b. The cost of repairing or replacing the damaged or stolen property with other of like kind or quality.

3. **Deductibles.**

For each covered **auto, our** obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the declarations, provided that:

a. **Auto Dealers Only Special Deductible Provisions.**

If **your** business is stated in the declarations as an **auto** dealership:

(1) The Comprehensive Coverage or Specified Perils Coverage deductible applies only to **loss** caused by theft or malicious mischief or vandalism.

(2) Regardless of the number of covered **autos** damaged or stolen the per **loss** deductible Comprehensive or Specified Perils Coverage shown in the declarations is the maximum deductible applicable for all **loss** in any one event caused by any theft or malicious mischief or vandalism.

b. **Non-dealers Only Special Deductible Provisions.**

If **your** business is stated in the declarations as something other than an **auto** dealership the Comprehensive Coverage deductible does not apply to **loss** caused by fire or lightning.

4. **Auto Dealers Only—Special Limit of Liability Provisions for Those Businesses Shown in the Declarations as Auto Dealerships.**

a. Regardless of the number of covered **autos** involved in the **loss,** the most **we** will pay for all **loss** at any one location is the amount stated in the Auto Dealers Supplementary Schedule for that location. Regardless of the number of covered **autos** involved in the **loss,** the most **we** will pay for all **loss** in transit is the amount shown in the Auto Dealers Supplementary Schedule for **loss** in transit.

b. **Quarterly or Monthly Reporting Premium Basis.** If, on the date of **your** last report, the actual value of the covered **autos** at the **loss** location exceeds what **you** last reported, when a **loss** occurs **we** will pay only a percentage of what **we** would otherwise be obligated to pay. **We** will determine this percentage by dividing **your** total reported value for the involved location by the value **you** actually had on the date of **your** last report.

If the first report due is delinquent on the date of **loss,** the most **we** will pay will not exceed seventy-five percent of the limit of liability stated in Auto Dealers Supplementary Schedule for the applicable location.

c. **Non-Reporting Premium Basis.** If, when **loss** occurs, the total value of **your** covered **autos** exceeds the limit stated in the declarations **we** will pay only a percentage of what **we** would otherwise be obligated to pay. **We** will determine this percentage by dividing the limit by the total values **you** actually had when **loss** occurred.

F. **GLASS BREAKAGE — HITTING A BIRD OR ANIMAL — FALLING OBJECTS OR MISSILES.**

We will pay for glass breakage, **loss** caused by hitting a bird or animal, or **loss** caused by falling objects or missiles under the Comprehensive Coverage if **you** carry Comprehensive Coverage for the damaged covered **auto.** However, **you** have the option of having glass breakage caused by a covered **auto's** collision or overturn considered a **loss** under Collision Coverage.

PART VII — CONDITIONS

The insurance provided by this policy is subject to the following conditions:

A. **YOUR DUTIES AFTER ACCIDENT OR LOSS.**

1. **You** must promptly notify **us** or **our** agent of any **accident** or **loss. You** must tell **us** how, when and where the **accident** and **loss** happened. **You** must assist in obtaining the names and addresses of any injured persons and witnesses.

2. Additionally, **you** and other involved **insureds** must:

a. Cooperate with **us** in the investigation, settlement or defense of any claim or suit. No **insured** shall, except at his or her own cost, voluntarily make any payment, assume any obligation or incur any expense.

b. Immediately send **us** copies of any notices or legal papers received in connection with the **accident** or **loss.**

c. Submit at **our** expense and as often as **we** require, to physical examinations by physicians **we** select.

d. Authorize **us** to obtain medical reports and other pertinent medical information.

3. Additionally, to recover for **loss** to a covered **auto** or its equipment **you** must do the following:

a. Permit **us** to inspect and appraise the damaged property before its repair or disposition.

b. Do what is reasonably necessary after **loss** at **our**

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expense to protect the covered **auto** from further **loss.**

c. Submit a proof of **loss** when required by **us.**

d. Promptly notify the police if the covered **auto** or any of its equipment is stolen.

B. **OTHER INSURANCE.**

1. For any covered **auto you** own this policy provides primary insurance. For any covered **auto you** don't own, the insurance provided by this policy is excess over any other collectible insurance. However, while a covered **auto** which is a **trailer** is connected to another vehicle the liability coverage this policy provides for the **trailer:**

   a. Is excess while it is connected to a motor vehicle **you** don't own.

   b. Is primary while it is connected to a covered **auto you** own.

2. When two or more policies cover on the same basis, either excess or primary, **we** will pay only **our** share. **Our** share is the proportion that the limit of **our** policy bears to the total of the limits of all the policies covering on the same basis.

C. **OUR RIGHT TO RECOVER FROM OTHERS.**

If **we** make any payment, **we** are entitled to recover what **we** paid from other parties. Any person to or for whom **we** make payment must transfer to **us** his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

D. **CANCELLING THIS POLICY DURING THE POLICY PERIOD.**

1. **You** may cancel the policy by returning it to **us** or by giving **us** advance notice of the date cancellation is to take effect.

2. **We** may cancel the policy by mailing **you** at least 10 days notice at **your** last address known by **us. We** may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

4. If this policy is cancelled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund. However, making or offering to make the refund is not a condition of cancellation. If **you** cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If **we** cancel, the refund, if any, will be computed pro rata.

E. **LEGAL ACTION AGAINST US.**

No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. In addition, under LIABILITY INSURANCE, no legal action may be brought against **us** until **we** agree in writing that the **insured** has an obligation to pay or until the amount of that obligation has been finally determined by judgment after trial. No person or organization has the right under this policy to bring **us** into any action to determine the liability of the **insured.**

F. **INSPECTION.**

At **our** option **we** may inspect **your** property and operations at any time. These inspections are for **our** benefit only. By **our** right to inspect or by **our** making any inspection **we** make no representation that **your** property or operations are safe, not harmful to health or comply with any law, rule or regulation.

G. **CHANGES.**

This policy contains all the agreements between **you** and **us.** Its terms may not be changed or waived except by endorsement issued by **us.** If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of change. If **we** revise this policy form to provide more coverage without additional premium charge **your** policy will automatically provide the additional coverage as of the day the revision is effective in **your** state.

H. **TRANSFER OF YOUR INTEREST IN THIS POLICY.**

Your rights and duties under this policy may not be assigned without **our** written consent.

I. **NO BENEFIT TO BAILEE — PHYSICAL DAMAGE INSURANCE ONLY.**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

J. **BANKRUPTCY.**

Bankruptcy or insolvency of the **insured** shall not relieve **us** of any obligations under this policy.

K. **APPRAISAL FOR PHYSICAL DAMAGE LOSSES.**

1. If **you** and **we** fail to agree as to the amount of **loss** either may demand an appraisal of the **loss.** In such event, **you** and **we** 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. You** and **we** shall each pay the chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

2. **We** shall not be held to have waived any of our rights by any act relating to appraisal.

L. **TWO OR MORE POLICIES ISSUED BY US.**

If this policy and any other policy issued to **you** by **us** or any company affiliated with **us** apply to the same **accident,** the aggregate maximum limit of liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. This condition does not apply to any policy issued by **us** or an affiliated company specifically to apply as excess insurance over this policy.

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OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#4

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

SPECIAL ENDORSEMENT
SEVERABILITY OF INTERESTS ENDORSEMENT

The inclusion of more than one Corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such Corporation, person, organization, firm or entity either as respects any claim, demand, suit or judgement made, brought or recovered, by or in favor of any other insured, or by, or in favor of, any employee of such other insured. This policy shall protect each Corporation, person, organization, firm, or entity in the same manner, as though a separate policy has been issued to each, but nothing herein shall operate to increase the Company's Liability as set forth elsewhere in this policy beyond the amount or amounts for which the Company would have been liable if only one person or interest had been named as insured.

All other conditions remain the same.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick — *Secretary*

Paul A. Donald — *President*

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#3

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

REVISED NOTICE OF OCCURRENCE ENDORSEMENT

It is agreed that the conditions of the general provisions is amended to read:

(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 there, and the names and addresses of the injured, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable after the office of Supervisor, Corporate Risk Management has been notified of such accident. The named insured shall promptly take at its expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul R. Rowald
President

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#2

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

SPECIAL ENDORSEMENT

"The Cancellation provision of this policy are changed to provide that 90 days cancellation notice shall be given to the Insured in event of cancellation by this Company"

All other conditions remain the same

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick
Secretary

Paul A. Donald
President

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#1

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

Farmers Union Central Exchange Incorporated and any subsidiary or affiliated companies now or hereafter constitued. Subsidiaries or affiliated companies means any company or entity of which at least 50% of the stock is owned by Farmers Union Central Exchange Incorporated or for which it has assumed an active management including but not limited to the following companies:

CENEX Accounting Services, Inc.
CENEX Ag, Inc.
CENEX Finance Association
CENEX, Inc.
CENEX, Ltd.
CENEX Petroleum, Inc.
CENEX Service Company
Full Circle, Inc.
PAX Company
CENEX Agency, Inc.
CENEX Foundation

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on _____ (whichever is later). Mo. Day Year	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.
Issued to:

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

M. E. Fitzpatrick — *Secretary*

Paul A. Donald — *President*

Countersigned at:

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

OFFICE USE: M.O.C. Due Date Change name from State ( ) County ( ) Region ( )

ENDORSEMENT

#20

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

"It is agreed that this policy covers the liability assumed by the insured under lease No. 12094-E issued by the Soo Line Railroad Company for premises in the SE¼ NE¼ of Section 29, Township 131 North, Range 59 West in Dickey County at Oakes, North Dakota."

"It is agreed that this policy covers the liability assumed by the Insured under lease No. 16851-C issued by the Soo Line Railroad Company for track in the SE¼ NE¼ of Section 29, Township 131 North, Range 59 West, in Dickey County, North Dakota."

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number: 85GA-956-964-0002	Effective at 12:01 A.M. on policy effective date or on 9 - 30 - 85 (Mo. - Day - Year) (whichever is later).	This endorsement supersedes any prior endorsement numbered:

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

Issued to:

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inner Grove Hts., MN 55075

M. E. Fitzpatrick
Secretary

Countersigned at:

Paul A. Donald
President

Authorized Representative:

Auto 408-L-12-81 PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.
bb

CENEX® Where the customer is the company

Box 64089, St. Paul, MN 55164-0089
Telephone (612) 451-5151

JUN 16 1986

June 9, 1986

Bill Buckingham
Nationwide Insurance Company
1 Nationwide Plaza
Columbus, Ohio 43216

RE: General Liability Policy 85GA-956-964-0002

Dear Bill:

I just received endorsement #21, copy attached, for the Soo Line Railroad.

In reviewing the GL policy, I find no #20 endorsement. Is #20 in the process or have I missed something.

Please advise at your earliest convenience.

Thanks for your help.

Myron Kuklok
Corporate Risk Manager

MK/dk

Attached is Copy of #20
Bill

OFFICE USE:	M.O.C.	Due Date	Change name from	State	County	Region
				( )	( )	( )

ENDORSEMENT

#21

Subject to all other terms and conditions of the policy, it is understood and agreed that the policy stated below is hereby amended as follows:

It is understood and agreed that this policy covers the liability assumed by the insured under Lease No. 19789 dated March 3, 1986 issued by the Soo Line Railroad Company for premises in the NW 1/4 of Section 31, Township 150 North, Range 72 West in Wells County, North Dakota.

The following item shall be completed if this endorsement is not referred to by number in the policy to which this endorsement is attached.

Attached to and forming part of policy number:	Effective at 12:01 A.M. on policy effective date or on ~~03~~ (Mo.) ~~03~~ (Day) ~~86~~ (Year) (whichever is later).	This endorsement supersedes any prior endorsement numbered:
85GA-956-964-0002		

This endorsement is executed by Nationwide Mutual Insurance Company if said Company has issued the policy to which this endorsement is attached; it is executed by Nationwide Mutual Fire Insurance Company if said Company has issued the policy to which this endorsement is attached.

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
Columbus, Ohio

Issued to:

Farmers Union Central Exchange Inc.
5500 Cenex Drive
Inner Grove Heights, MN 55075

M. E. Fitzpatrick — *Secretary*

Paul A. Donald — *President*

Countersigned at:

Authorized Representative:

Cenex Insurance Agency

Auto 408-L-12-81

PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY AS IT CONSTITUTES AN IMPORTANT PART OF THE CONTRACT.

#9700-22

vbs 5-27-86

UMBRELLA POLICY

MUTUAL SERVICE CASUALTY INSURANCE COMPANY

BOX 64035 - ST. PAUL, MINNESOTA 55164

DECLARATIONS

POLICY NUMBER: U-2237291	AGENT 0264
ITEM 1 & 2 NAMED INSURED & ADDRESS: FARMERS UNION CENTRAL EXCHANGE, INC. ETAL P. O. BOX 64089 ST. PAUL, MINNESOTA 55164-0089	ITEM 3 POLICY PERIOD: FROM 12:01 A. M., 9-30-85 TO 12:01 A. M., 9-30-86 STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN

ITEM 4 SCHEDULE OF UNDERLYING INSURANCE:

CARRIER	COVERAGE	LIMITS
NATIONWIDE MUTUAL INSURANCE CO.	PRIMARY & EXCESS UMBRELLA	$3,000,000 EA. OCCURRENCE $3,000,000 AGGREGATE

ITEM 5 RETAINED LIMIT: $ 10,000

ITEM 6 LIMIT OF LIABILITY:

(A) $ 5,000,000 EACH OCCURRENCE
(B) $ 5,000,000 AGGREGATE

ITEM 7 PREMIUM: $650,000.00 ANNUAL FLAT CHARGE

ITEM 8 ENDORSEMENT NUMBERS: 2UG-1149, 2UG-8455, 2UG-2658, 2UG-2399, 2UG-773, 2UG-3234, 2UG-1930, 3UG-14

MUTUAL SERVICE CASUALTY INS. CO.

James E Johnson

ST. PAUL, MINNESOTA — COUNTERSIGNATURE

12-10-85/SP — DATE

2UC-2398

ENDORSEMENT

Effective 9-30-85 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. U-2237291 , issued by the Mutual Service Casualty Insurance Company:

1. NAMED INSURED:

FARMERS UNION CENTRAL EXCHANGE INCORPORATED AND ANY SUBSIDIARY OR AFFILIATED COMPANIES NOW OR HEREAFTER CONSTITUTED. SUBSIDIARIES OR AFFILIATED COMPANIES MEANS ANY COMPANY OR ENTITY OF WHICH AT LEAST 50% OF THE STOCK IS OWNED BY FARMERS UNION CENTRAL EXCHANGE INCORPORATED OR FOR WHICH IT HAS ASSUMED AN ACTIVE MANAGEMENT INCLUDING BUT NOT LIMITED TO THE FOLLOWING COMPANIES:

2. SUBSIDIARIES:

CENEX ACCOUNTING SERVICES, INC.
CENEX AG, INC.
CENEX FINANCE ASSOCIATION
CENEX, INC.
CENEX, LTD.
CENEX PETROLEUM, INC.
CENEX SERVICE COMPANY
FULL CIRCLE, INC.
PAX COMPANY
CENEX AGENCY, INC.
CENEX FOUNDATION

All other terms and conditions of the policy remain unchanged.

Authorized Representative

3UG-14 (2-74)

EXCLUSION OF PUNITIVE DAMAGES

In consideration of the premium charged for this policy it is understood and agreed that this policy does not apply to punitive or exemplary damages awarded against the Insured.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective | Policy No. | Endorsement No.

Named Insured

Mutual Service Casualty Insurance Company

Countersigned.

Chester G. Zucie, Jr.
Secretary

Jordan E. Lindquist
President

Endorsement Serial No. 176

2UG-1149

SPECIAL SEED EXCLUSION ENDORSEMENT

In consideration of the premium charged under this policy, it is hereby agreed that such insurance as is afforded by the policy does not apply to any damage or loss resulting from non-pollination, cross-pollination, germination or maturity failure in any degree, substitution of one type for another or erroneous mixtures, insect infestation, or the presence of any noxious weed seeds or seed diseases as a result of the sale, distribution, use or existence of any seeds.

All other terms and conditions of this policy remain unchanged.

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 the policy.)

Endorsement Effective | Policy No. | Endorsement No.

Named Insured

Mutual Service Casualty Insurance Company

Countersigned.

Chester G. Zemp

Secretary

President

Endorsement Serial No. 1000

2UG-773

EMPLOYEE BENEFIT E & O EXCLUSION

This policy shall not apply to personal injury or property damage caused by any negligent act, error or omission of the insured, or of any other person or organization for whose acts, errors or omissions the insured is legally liable in the administration of employee benefit programs.

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 the policy.)

Endorsement Effective | Policy No. | Endorsement No.

Named Insured

Mutual Service Casualty Insurance Company

Countersigned

Secretary

President

PROFESSIONAL LIABILITY EXCLUSION

It is agreed that this policy shall not apply to injury, sickness, disease, death or destruction due to the rendering of or failure to render any professional service.

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 the policy.)

Endorsement Effective | Policy No. | Endorsement No.

Named Insured

Mutual Service Casualty Insurance Company

Countersigned.

Chester G. Zuur, Jr.

Secretary

President

3UG-3234

CARE, CUSTODY and CONTROL EXCLUSION
(REAL and PERSONAL PROPERTY)

This policy shall not apply to property damage to:

(a) property owned or occupied by or rented to any insured hereunder,

(b) property used by any Insured hereunder, or

(c) property in the care, custody or control of any Insured hereunder or as to which any Insured hereunder is for any purpose exercising physical control.

This endorsement 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 the policy.)

Endorsement Effective | Policy No. | Endorsement No.

Named Insured

Mutual Service Casualty Insurance Company

Countersigned.

Chester G. Zimm. Jr

Secretary

Gordon E. Lindquist

President

Endorsement Serial No. 114

2UG-2658

PROPERTY DAMAGE EXCLUSION ENDORSEMENT - FOLLOWING FORM
(Herbicides, Insecticides, Rodenticides, Fertilizers,
Fungicides and Weed Burning)

Except insofar as coverage is available to the Insured in the underlying insurance listed in Item 4 of the Declarations, this policy shall not apply to any damage or loss resulting from injury to or destruction of property dusted, sprayed, fertilized or treated in any manner by or for the insured as respects property owned, leased or rented by the insured or to any property on which the insured or any other person on behalf of the insured is applying or has applied Herbicides, Insecticides, Rodenticides, Fertilizers or Fungicides or is or has conducted Weed Burning Operations.

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 the policy.)

Endorsement Effective | Policy No. | Endorsement No.

Mutual Service Casualty Insurance Company

Countersigned

Secretary

President

ENDORSEMENT

Effective 9-30-85 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. U-2237291 , issued by the Mutual Service Casualty Insurance Company:

IT IS AGREED AND UNDERSTOOD THAT ARTICLE VIII EXCLUSIONS (E) AND (F) ARE AMENDED TO READ:

ABSOLUTE EXCLUSIONS TO POLLUTION SHALL APPLY. THERE SHALL BE NO COVERAGE FOR POLLUTION WHETHER OR NOT IT IS SUDDEN OR ACCIDENTAL.

All other terms and conditions of the policy remain unchanged.

James E Johnson

Authorized Representative

3UG-14 (2-74)

ENDORSEMENT

Effective 9-30-85 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. U-2237291 , issued by the Mutual Service Casualty Insurance Company:

MAINTENANCE OF UNDERLYING POLICIES

THE NAMED INSURED SHALL MAINTAIN THE UNDERLYING POLICIES (AND RENEWALS THEREOF) WITH LIMITS OF LIABILITY AS STATED IN ITEM 4 IN FULL EFFECT DURING THIS POLICY PERIOD, EXCEPT FOR ANY REDUCTION OF EXHAUSTION OF THE AGGREGATE LIMIT OR LIMITS CONTAINED IN SUCH POLICIES SOLELY BY PAYMENT OF CLAIMS ARISING OUT OF OCCURRENCES WHICH HAPPEN DURING THIS POLICY PERIOD. FAILURE OF THE NAMED INSURED TO COMPLY WITH THE FOREGOING AND/OR INSOLVENCY OF THE UNDERLYING INSURANCE COMPANY(IES) SHALL NOT INVALIDATE THIS POLICY BUT IN THE EVENT OF SUCH FAILURE, MSI SHALL BE LIABLE ONLY TO THE EXTENT THAT IT WOULD HAVE BEEN LIABLE HAD THE NAMED INSURED COMPLIED THEREWITH AND/OR THE UNDERLYING INSURANCE COMPANY(IES) REMAINED SOLVENT.

THE NAMED INSURED SHALL GIVE MSI WRITTEN NOTICE AS SOON AS PRACTICABLE OF ANY CHANGE IN THE SCOPE OF COVERAGE OR IN THE AMOUNTS OF LIMITS OF INSURANCE UNDER ANY UNDERLYING POLICY, AND OF THE TERMINATION OF ANY COVERAGE OR EXHAUSTION OF AGGREGATE LIMITS OF ANY UNDERLYING INSURED'S LIABILITY.

All other terms and conditions of the policy remain unchanged.

Agnes E Johnson

Authorized Representative

UMBRELLA POLICY

MUTUAL SERVICE CASUALTY INSURANCE COMPANY

BOX 64035 - ST. PAUL, MINNESOTA 55164

(A mutual insurance company, herein called the Company)

agrees with the Insured named in the Declarations made a part hereof, in consideration of the payment of the premium and subject to all of the terms of this policy, as follows:

I. **COVERAGE.** The Company hereby agrees to indemnify the Insured against such ultimate net loss in excess of the Insured's primary limit as the Insured sustains by reason of liability, imposed upon the Insured by law or assumed by the Insured under contract, for damages because of personal injury or property damage to which this policy applies, caused by each occurrence happening anywhere in the world.

II. **DEFENSE.** If no other insurer has the right and duty to do so, the Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such personal injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, but the Company shall not be obligated to defend any suit after the Company liability has been exhausted; Provided that:

(a) In connection with the aforesaid right and duty to defend, the Company may make such investigation and settlement of any claim or suit as it deems expedient, including payment on behalf of the Insured of part or all of the Insured's primary limit. In the event of such payment of part or all of the Insured's primary limit, the Insured shall promptly reimburse the Company therefor upon notice of the action taken.

(b) If the Company is prevented by law or otherwise from defending the Insured as aforesaid, the Company will reimburse the Insured for defense costs and expenses incurred with the written consent of the Company.

(c) Amounts incurred by the Company in connection with the defense of the Insured as aforesaid, except settlements of claims and suits, are payable by the Company in addition to the Company's limit of liability.

When another insurer has the duty to defend the Insured against any such suit, the Company shall have the right at its own expense to associate with the Insured in the defense thereof, and the Insured shall cooperate fully with such insurer and the Company in all things in connection therewith.

III. **PERSONS INSURED.** The unqualified word "Insured" includes not only the Named Insured but also:

(a) any officer, director or stockholder of the Named Insured while acting within the scope of his duties as such, and, if the Named Insured is or includes a partnership or joint venture, any partner or member thereof but only with respect to his liability as such;

(b) except with respect to the ownership, maintenance, use, loading or unloading of any automobile, aircraft or watercraft, (1) any employee of the Named Insured while acting within the scope of his duties as such, and (2) any person or organization while acting as agent 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 coverage such as is afforded by this policy, but only with respect to operations by or on behalf of the Named Insured or to facilities owned or used by the Named Insured;

(d) with respect to any automobile, aircraft or watercraft owned by or hired for use in behalf of the Named Insured, any person while using such automobile, aircraft or watercraft or any person or organization legally responsible for the use thereof, provided the actual use of such automobile, aircraft or watercraft is with the permission of the Named Insured, but none of the following, other than the Named Insured, shall be an Insured under this subdivision (d):

(1) any person or organization, or any agent or employee thereof, operating a marina, 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) any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator of their respective employees or agents, with respect to any occurrence arising out of the operation thereof;

(3) with respect to any hired automobile, aircraft or watercraft, the owner or lessee (of whom the Named Insured is a sub-lessee) thereof or any agent or employee of such owner or lessee;

(4) with respect to any occurrence arising out of the loading or unloading of any such automobile, any person or organization other than a lessee or borrower of the automobile or any employee of the Named Insured or of such lessee or borrower;

(e) any other person or organization:

(1) named in the underlying insurance listed in Item 4 of the Declarations as of the effective date of this policy;

(2) added to the underlying insurance during the currency of this policy if the Named Insured notifies the Company within thirty days following the effective date of such addition to such underlying insurance;

but not for broader coverage than is available to such person or organization under such underlying insurance. The Named Insured shall pay any additional premium required because of the application of this indemnity to such additional insured;

Provided that: (1) No person shall be an Insured under this policy with respect to personal injury to any fellow employee of such person injured in the course of his employment except with respect to personal injury for which liability insurance is afforded to such person by a policy of underlying insurance listed in Item 4 of the Declarations; and (2) This indemnity does not apply to personal injury or property damage arising out of (i) the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not named in Item 1 of the Declarations, or (ii) if the Named Insured is or includes a partnership, an automobile owned by or registered in the name of a partner thereof, except insofar as coverage is available to such Named Insured under the underlying insurance listed in Item 4 of the Declarations.

IV. **INSURED'S PRIMARY LIMIT.** The Insured's primary limit with respect to each occurrence shall be an amount of ultimate net loss equal to:

(a) in respect of damages covered by the underlying insurance listed in Item 4 of the Declarations, the sum of (1) the amount of the applicable limits of such insurance, and (2) the amount recoverable by the Insured under any other insurance available to the Insured; and

(b) in respect of damages not covered by the underlying insurance listed in Item 4 of the Declarations, the greater of (1) the amount recoverable by the Insured under any other insurance available to the Insured, or (2) the amount stated in Item 5 of the Declarations.

The limits stated in Item 4 of the Declarations for the underlying insurance listed therein shall not be considered applicable to the extent of any aggregate limit reduction or depletion by virtue of the payment of loss in respect of personal injury or property damage which occurs during the period of this policy.

The underlying insurance listed in Item 4 of the Declarations shall be deemed to be effective to the full extent of the limits stated therein irrespective of whether such underlying insurance is in force when the occurrence takes place, irrespective of any defense which the underlying insurer may assert because of failure to comply with any condition of its policy and irrespective of the inability of the underlying insurer to pay by reason of bankruptcy or insolvency.

V. **COMPANY'S LIMIT OF LIABILITY.** Regardless of the number of (a) Insureds under this policy, (b) persons or organizations who sustain injury or damage, (c) claims made or suits brought on account of personal injury or property damage, or (d) automobiles, aircraft or watercraft to which this policy applies, the limit of liability stated in Item 6 (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 6 (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 twelve months, to such period of less than twelve months.

VI. **PRODUCTS AND COMPLETED OPERATIONS HAZARDS.** The "products hazard" includes personal 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 personal 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.

The "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 Named Insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times: (a) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed, (b) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed, or (c) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as 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 completed, shall be deemed completed. The completed operations hazard does not include personal injury or property damage arising out of (a) operations in connection with the transportation of property, unless the personal injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof, or (b) the existence of tools, uninstalled equipment or abandoned or unused materials.

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

(a) "insured" means any person or organization qualifying as an Insured under the provisions of Section III hereof. The indemnity 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;

(b) "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 or located for use of others but not sold;

(c) "occurrence" means an accident, including continuous or repeated exposure to conditions, which results in personal injury or property damage neither expected nor intended from the standpoint of the Insured. 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;

(d) "personal injury" means bodily injury, including death at any time resulting therefrom, mental injury, mental anguish, shock, sickness, disease, or disability; injury arising out of false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, racial or religious discrimination, humiliation, libel, slander, defamation of character, or invasion of rights of privacy, which occurs during the policy period. The term "personal injury" shall also include, when committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast during the policy period, and arising out of the Named Insured's advertising activities, injury arising out of: (1) infringement of copyright or of title or of slogan, and (2) piracy or unfair competition or idea misappropriation under an implied contract;

(e) "property damage" means (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;

(f) "ultimate net loss" means the total sum which the Insured, or any company as his insurer, or both, become obligated to pay as damages, including damages for care and loss of services, because of personal injury or property damage, either through adjudication or compromise with the written consent of the Company's.

VIII. **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 workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(b) to the ownership, maintenance, use, loading or unloading of any aircraft or watercraft owned by the Named Insured, but this exclusion does not apply insofar as coverage is available to the Insured under the underlying insurance listed in Item 4 of the Declarations;

(c) 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;

(d) 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;

(e) to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, 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;

(f) to personal injury or property damage arising out of the 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, whether or not such discharge, dispersal, release or escape is sudden and accidental;

(g) to property damage to (1) property owned by the Named Insured, (2) the Named Insured's products arising out of such products or any part of such products, or (3) 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;

(h) with respect to liability assumed by the Insured under contract, to (1) personal injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, or (2) property damage to property rented to, occupied or used by or in the care, custody or control of the Insured, if such liability is greater or broader than the Insured's common law or statutory liability therefor;

(i) with respect to advertising activities, to damages claimed for (1) breach of contract other than an implied contract to pay for the misappropriation of an idea, (2) infringement or misappropriation of a trademark, service mark or trade name, (3) incorrect description of any article or commodity, or (4) mistake in advertised price.

IX. **NUCLEAR INCIDENT EXCLUSION CLAUSE.** This policy shall not apply to personal injury or property damage:

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

(2) resulting from the hazardous properties of nuclear material and with respect 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; 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 subparagraph (3) applies only to property damage to property at such nuclear facility.

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 subparagraph (a) or (b) thereof; "nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes 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.

X. **CONDITIONS.** This policy is subject to the following conditions:

(a) **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 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 Section III (e).

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.

(b) **Maintenance of Underlying Insurance.** The underlying insurance listed in Item 4 of the Declarations shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits applicable thereto solely by payment of claims in respect of personal injury or property damage which occurs 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 it would have been had the Insured complied with this condition.

Upon notice that any aggregate limit of liability under any policy of underlying insurance has been exhausted, the Named Insured shall immediately make all reasonable efforts to reinstate such limits. The Named Insured shall give the Company written notice as soon as practicable of any change in the scope of coverage or in the amount or limits of insurance under any policy of underlying insurance, and of the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's liability.

(c) **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 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 indemnity.

(d) **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 Company 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 the Company as soon as practicable.

If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representatives.

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 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.

(e) **Appeals.** In the event the Insured or the Insured's underlying insurers elect not to appeal a judgment in excess of the Insured's primary limit, 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, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in Item 6 (a) of the Declarations for any one occurrence.

(f) **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 Insured's primary limit 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 12 months after the Insured shall have paid an amount of ultimate net loss in excess of the Insured's primary limit 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 simiarly from time to time. Such losses shall be due and payable within 30 days after they are respectively claimed and proven in conformity with this policy.

(g) **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.

(h) **Other Insurance.** The indemnity afforded by this policy shall apply in excess of all other insurance or indemnity available to the Insured except insurance or indemnity purchased by the Named Insured specifically to apply in excess of the Company's limit of liability hereunder.

(i) **Subrogation.** In case of any payment hereunder, the Company will act in concert with all other interests (including the Insured) concerned, in the exercise of the Insured's rights of recovery therefor against any person or organization. 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.

(j) **Changes.** Notice to or knowledge possessed by any 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 hereof, signed by the Company.

(k) **Assignment.** Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon.

(l) **Cancellation.** This 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 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 the Company shall be the 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.

The Insured first named in Item 1 of the Declarations shall be deemed to be the agent of all 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.

MUTUAL POLICY CONDITIONS

MUTUALITY: By accepting this policy, the Insured becomes a member of the Company and shall be entitled to participate in such dividends as may, from time to time, be fixed and determined by the Board of Directors in accordance with law. While this policy is in force, the Insured shall be entitled to one vote at all meetings of the Company. Upon cancellation or other termination of the policy, the Insured shall cease to be a member.

ANNUAL MEETING NOTICE: The annual meeting of the members shall be held at the Home Office of the Company in the City of St. Paul, Minnesota, on the second Tuesday in February in each year at 10:00 o'clock in the forenoon.

NON CONTINGENT LIABILITY: This policy is non-assessable.

IN WITNESS WHEREOF, THE MUTUAL SERVICE CASUALTY INSURANCE COMPANY has caused this policy to be signed by its President and Secretary at St. Paul, Minnesota but the same shall not be binding upon the Company unless countersigned by its licensed resident agent.

Chester G. Zeuss Jr.
Secretary

Jason E. Thodquist
President

Countersignature

MUTUAL MARINE OFFICE OF THE MIDWEST, INC.
20 NORTH WACKER DRIVE, CHICAGO, ILLINOIS 60606
(312) 368-1120

FOR (COMPANY): EMPLOYERS MUTUAL CASUALITY COMPANY

EXCESS LIABILITIES UMBRELLA
DECLARATIONS

1. NAMED INSURED: FARMERS UNION CENTRAL EXCHANGE, INC.
2. ADDRESS OF ASSURED: 5500 CENEX DRIVE, INVER GROVE HEIGHTS, MINNESOTA 55075
3. POLICY NUMBER: MMMW - 72186
4. POLICY TERM: SEPTEMBER 30, 1984 TO SEPTEMBER 30, 1985

BEGINNING AND ENDING AT 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED ASSURED AS STATED ABOVE.

5. PREMIUM: $6,500.
6. OCCURRENCE LIMIT: $10,000,000. P/O $50,000,000. X/S $100,000,000.
7. ANNUAL AGGREGATE LIMIT: (WHERE APPLICABLE) $10,000,000. P/O $50,000,000. X/S $100,000,000.
8. UNDERLYING INSURANCE:

LEAD COMPANY	LAYER	OCCURRENCE LIMIT	(WHERE APPLICABLE) ANNUAL AGGREGATE LIMIT
INTEGRITY	$1,000,000. X/S PRIMARY	$1,000.	$1,000,000.
CALIFORNIA UNION	$9,000,000. X/S $1,000,000.	$9,000,000.	$9,000,000.
INTEGRITY	$5,000,000. X/S $10,000,000.	$5,000,000.	$5,000,000.
FIRST STATE	$10,000,000. X/S $15,000,000.	$10,000,000.	$10,000,000.
EMPLOYERS OF WAUSAU ALLIANZ & REPUBLIC	$25,000,000. X/S $25,000,000.	$25,000,000.	$25,000,000.
VARIOUS UNDERWRITERS LEAD BY CALIFORNIA VARIOUS	$50,000,000. X/S $50,000,000.	$50,000,000.	$50,000,000.

MUTUAL MARINE OFFICE
OF THE MIDWEST, INC.

ENDORSEMENT

29 - L - END - 03

It is hereby mutually agreed that the Schedule of Underlying Insurances is amended to read as follows:

Layer	Insurer	Limit	Excess Of	Policy No.
1	Integrity	$1,000,000.	Primary	ISX 116224
2	Cal Union	9,000,000.	$1,000,000.	ZCX 007345
3	Republic	5,000,000.	10,000,000.	CDE 1188
4	First State	10,000,000.	15,000,000.	932 768
5	Quota Share	25,000,000.	25,000,000.	
A.	Employers of Wausau	10,000,000.		5735-00-100912
B.	Integrity	5,000,000.		XL 208149
C.	Allianz	8,000,000.		AUX520 20 40
D.	Cal Union	2,000,000.		ZCX007 397
6	Quota Share	50,000,000.	50,000,000.	
A.	Cal Union	12,000,000.		ZCX 007 362
B.	Harbor	10,000,000.		HI 180 280
C.	Transamerica Premier	5,000,000.		USL 1339 7903
D.	Transit Casualty	10,000,000.		SCU 956 980
E.	Zurich International	5,000,000.		T.B.D.
F.	Harbor	6,000,000.		HI 178 551
G.	Republic	2,000,000.		CDE 1207
7	Quota Share	50,000,000.	100,000,000.	
A.	Mission National	5,000,000.		MN 038468
B.	Aetna Life & Casualty	25,000,000.		37XN61WCA
C.	Home Insurance	10,000,000.		HXL 1577138
D.	Employers Mut. Companies	10,000,000.		MMW 72168

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.

Attached to and forming part of policy number MMW-72186 of the

EMPLOYERS MUTUAL CASUALTY COMPANY issued to

FARMERS UNION CENTRAL EXCHANGE

Date 11-29-84

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 or 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.

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.

CONTINUED . . .

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.

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 preceeding 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 Declaration 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 Declaration 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.

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 of 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.

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

(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.

CONTINUED . . .

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.

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. 37 XN 61 WCA

Section 1. DECLARATIONS

NAMED INSURED AND ADDRESS

FARMERS UNION CENTRAL EXCHANGE

INC. ETAL

5500 CENEX DRIVE

INVERGROVE, HIGHTS, MINN. 55075

POLICY PERIOD:

From 9-30-84 To 9-30-85

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 $16,250

3 Year Policy Installments

1st Anniversary _____

2nd Anniversary _____

LIMITS OF LIABILITY:

50% ($25,000,000 MAXIMUM) QUOTA SHARE OF $50,000,000 EACH OCCURRENCE

50% ($25,000,000 MAXIMUM) QUOTA SHARE OF $50,000,000 ANNUAL AGGREGATE

ENDORSEMENTS: ~~**Broad Form Nuclear Energy Exclusion, Form No. 13113A**~~

1. EXCLUSION-CONTAMINATION OR POLLUTION XN-13106-4

ENDORSEMENT # 1 EFFECTIVE: SEPTEMBER 30, 1984

NAMED INSURED ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED SHALL READ AS FOLLOWS:

FARMERS UNION CENTRAL EXCHANGE, INCORPORATED,

AND ALL OF ITS OPERATIONS OF WHATSOEVER

NATURE AND WHERESOEVER LOCATED, AND ALL

WHOLLY OWNED SUBSIDIARIES AS ARE NOW

OR HEREAFTER CONSTITUTED.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. MN 038468

OF THE THE FOLLOWING INFORMATION IS REQUIRED ONLY WHEN THIS ENDORSEMENT IS ISSUED

ISSUED TO: SUBSEQUENT TO PREPARATION OF POLICY

DATED AT: _____

DATE: _____

SAYRE & TOSO, INC.

BY: _____

Section 2. INDEMNITY AGREEMENT

AETNA CASUALTY will indemnify 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 Phillip C. Purdy
Authorized Representative

MARSH & McLENNAN, INC.

SECTION 3. SCHEDULE OF UNDERLYING INSURANCE

(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		$50,000,000	$50,000,000
TBD	VARIOUS	EXCESS INDEMNITY		30,000,000	30,000,000
TBD	FIRST STATE	EXCESS INDEMNITY		5,000,000	5,000,000
TBD	INTEGRITY	EXCESS INDEMNITY		5,000,000	5,000,000
TBD	CAL UNION	EXCESS INDEMNITY		9,000,000	9,000,000
TBD	INTEGRITY	UMBRELLA LIABILITY		1,000,000	1,000,000

PRIMARY

AS PER SCHEDULE OF UNDERLYING INSURANCE SHOWN IN POLICY NO. TBD ISSUED BY INTEGRITY.

CONTROLLING INSURANCE

TBD	INTEGRITY	UMBRELLA LIABILITY

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

Section 4. CONDITIONS

LIMITS OF LIABILITY — Aetna 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 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, Aetna Casualty shall not be liable for more than the 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 Aetna 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 Aetna 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 — Aetna 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 Aetna 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 Aetna Casualty, in which event the INSURED and Aetna 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, Aetna Casualty may elect to do so. Aetna 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 AETNA CASUALTY — No action shall lie against Aetna 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 Aetna Casualty. Bankruptcy or insolvency of the INSURED shall not relieve Aetna Casualty of any of its obligations hereunder.

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. 1

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 Phillip C. Pardy
(Authorized Representative)

XN-13106-4

MARSH & McLENNAN, INC.

The Insured first named 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 the receiving of any return premium that may become payable under this policy.

If the Named 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 the event of cancellation by the Named Insured, earned premium shall in no case be less than the Policy Minimum Premium stated in the Declarations.

Exclusion

This policy shall not apply:

1. Under any Liability Coverage, to Ultimate Net Loss

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

(b) arising out of 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 first aid, to expenses incurred with respect to Personal Injuries 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 Ultimate Net Loss arising out of 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 Ultimate Net 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 (c) applies only to Property Damage to such nuclear facility and any property thereat.

4. As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph **(a)** or **(b)** thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

In consideration of the payment of the premium, the Company, in reliance upon the statements in the DECLARATIONS and upon the convenants, warranties, representations and mutual agreements set forth herein and in the DECLARATIONS, and subject to all the terms and conditions of this policy, hereby agrees with the Insured as follows:

Insuring Agreements

1. The Company hereby agrees to pay on behalf of the Insured the Ultimate Net Loss in excess of the Underlying Insurance as shown in Item 4 of the Declarations, but only up to an amount not exceeding the Company's Limit of Liability as shown in Item 3 of the Declarations. Except for the Terms, Definitions, Conditions, and Exclusions of this policy, the coverage provided by this policy shall follow the Insuring Agreements, Definitions, Conditions and Exclusions of the First Underlying Insurance Policy as shown in Item 4 of the Declarations.

2. 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 by paying or by having been held liable to pay for damages for accident(s) or occurrence(s), whichever is applicable, during Each Annual Period of this policy. Failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the company shall be liable only to the extent that it would have been held liable had the Insured complied therewith.

3. The inclusion or addition hereunder of more than one Insured shall not operate to increase the Company's Limit of Liability beyond that set forth in Item 3 of the Declarations.

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 insurance, excepting however the policy(ies) of the Underlying Insurer(s).

Ultimate Net Loss shall exclude all interest accruing after entry of judgment, costs and expenses, except with the consent of the Company.

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. Changes. The Company shall be promptly notified of any coverage or limit change(s) made after the inception date of this policy to the First Underlying Insurance Policy as shown in Item 4 of the Declarations.

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 Policy Minimum Premium.

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 provide prompt written notice to the Company.

4. Defense. The Company shall not be called upon to assume charge of the investigation, settlement or defense of any claim made, or suits brought, or proceedings instituted against the Insured, but shall have the right and be given the opportunity to be associated in the defense and trial of any such claim, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of this policy. If the Company avails itself of such right and opportunity the Company shall do so at its own expense.

Court costs and interest, if incurred with the consent of the Company, shall be borne by the Company and other interested parties in the proportion that each party's share of the Ultimate Net Loss bears to the total amount of Ultimate Net Loss sustained by all interested parties.

5. Cancellation. This 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 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 (10) days for non-payment of the premium or thirty (30) days for other than non-payment of the premium thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice, either by the Named Insured or by the Company, shall be equivalent to mailing.

HXL- T 57 71 3

Declarations
Excess Liability Policy

Insured by the Stock Company checked below and hereinafter called the Company

- [X] **The Home Insurance Company** Manchester, New Hampshire
- [ ] **City Insurance Company** Short Hills, New Jersey
- [ ]
- [ ] **The Home Indemnity Company** Manchester, New Hampshire
- [ ] **The Home Insurance Company of Indiana,** Indianapolis, Indiana

Item 1. Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Hieghts, MN 55075

Producer Name: Marsh & McLennan, Inc.
1500 Northstar Building
Minneapolis, MN 55402

Policy Period

From (Mo-Day-Yr)	To (Mo-Day-Yr)	12:01 A.M. Standard T at the address of the Named Insured.
9-30-84	9-30-85	

Item 2. Policy Premium: $ 6500.

Policy Minimum Premium: $ 40.

Rate	In Advance	1st Anniversary	2nd Anniversary
Flat Charge	$ 6500.	$ --	$ --

Item 3. Limits of Liability

The Company's liability under this policy shall not exceed the following Limit:

20 Percent of the ultimate Net Loss in excess of all underlying insurance but for no greater amount than:

$ 10,000,000. Each Occurrence P/O 50,000,000.

$ 10,000,000. Annual Aggregate as defined in the First Underlying Insurance Policy P/O 50,000,000.

Item 4. Schedule of Underlying Insurance

First Underlying Insurance Policy:

Carrier, Policy No. and Term	Applicable Limit	
Integrity Insurance #TBD Eff. 9-30-84 to 9-30-85	$ 1,000,000.	Each Occurrence
	$ 1,000,000.	Annual Aggregate (where applicable)

Other Underlying Insurance:

	Applicable Limit	
As per Schedule on file at The Home Insurance Company	$ 99,000,000.	Each Occurrence
	$ 99,000,000.	Annual Aggregate (where applicable)

Subject to forms attached hereto (enter form number and edition dates)

H35269F)Ed.5-83)

(Do Not Write Below This Line)

Do Not Write In This Box	Countersigned at	Issue Date
	Minneapolis, MN	10-29-84 em
	Authorized Representative Signature: Phillip C. Purdy	Countersign Date

H 35268 F Ed. 5-83

Insured's Copy

MARSH & McLENNAN, INC.

II. LIMIT OF LIABILITY — UNDERLYING LIMITS —

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

$ (as stated in Item 3 of the Declarations)	ultimate net loss in respect of 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 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 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 in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

EXCLUSION

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

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.

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 Policy(ies) 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 the Underlying Umbrella Policy(ies) shall be maintained in full effect during the currency hereof without reduction of coverage or limits 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 it would have been had the Named Insured complied with the same condition.

3. CANCELLATION

This Policy may be cancelled by the Named Insured by surrender thereof to the Company or 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 the Named Insured stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or its 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.

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 Insured or by sending to the Named Insured by registered mail, at the Named Insured's address as shown herein, not less than ten days' written notice stating when the cancellation shall be effective.

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

4. NOTICE OF OCCURRENCE

Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such 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 this policy, the Insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

6. CONFLICTING STATUTES

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

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 bodily injury or property damage
   (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 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.

III. Under any Liability Coverage, to bodily injury or property damage 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 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 (c) applies only to property damage to such nuclear facility and any property thereat.

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 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.
"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.

2. It is expressly understood and agreed by the Insured by accepting this policy that Sayre & Toso, Inc. is not the Insurer hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer. The Insurer hereunder is the company shown.

3. This insurance is made and accepted subject to all the provisions and conditions set forth herein and in any forms or endorsements attached hereto, all of which are to be considered as incorporated herein, and any provisions or conditions appearing in any forms or endorsements attached hereto which alter the Policy provisions stated herein (except Clause 1) shall supersede such Policy provisions in so far as they are inconsistent therewith. Standard Clause 1 shall not be amended.

4. MISREPRESENTATION AND FRAUD. This policy shall be void if the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the Insured touching any matters relating to the insurance or the subject thereof, whether before or after a loss.

5. SMALL AMOUNTS. It is a condition of this policy that no additional premium will be charged nor return premium allowed when the amount involved does not exceed $5.00.

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

7. DECLARATIONS. By accepting this Policy the Insured agrees that the statements in all declarations made in connection with the insurance provided hereunder are agreements and representations, that this p is issued in reliance upon the truth of representations, and that this policy bodies all agreements between the

No MN 038468

Mission National Insurance Company

LOS ANGELES, CALIFORNIA
A STOCK COMPANY

Sayre & Toso, Inc.
Managing General Agents

In favor of: FARMERS UNION CENTRAL EXCHANGE, INC., ETAL
(AS ENDORSEMENT NO. 1)
Address: 5500 CENEX DRIVE
INVER GROVE HEIGHTS, MINNESOTA 55075

Type of coverage: EXCESS UMBRELLA LIABILITY

In the amount of: FIVE MILLION DOLLARS PART OF FIFTY MILLION DOLLARS
EXCESS ONE HUNDRED MILLION DOLLARS

Term: Beginning at 12:01 A.M. on the 30TH day of SEPTEMBER 19 84
and ending at 12:01 A.M. on the 30TH day of SEPTEMBER 19 85
Standard Time at the place of location of risks insured, and in accordance with terms and conditions of the form(s) attached and Standard Clauses on the reverse side of this page.

Mission National Insurance Company, Los Angeles, California (hereinafter called the Company), agrees with the Insured named above, in consideration of the premium to be paid and subject to the limits of liability, exclusions, conditions and other terms of this policy, to provide insurance as set forth in the form(s) and endorsement(s) attached.

PREMIUM	$ 3,250
TOTAL	$3,250

IN WITNESS WHEREOF, this Company has executed and attended these presents; but this policy shall not be valid unless signed by SAYRE & TOSO, INC.

Secretary

President

SAYRE & TOSO, INC.

By _____

Signature _____
Countersigning Agent

Dated at MINNEAPOLIS, MINNESOTA
this 9TH day of OCTOBER, 19 84.

EXCESS UMBRELLA POLICY

DECLARATIONS

ITEM 1. Named Insured: FARMERS UNION CENTRAL EXCHANGE, INC., ETAL (AS ENDORSEMENT NO. 1)

ITEM 2. Underlying Umbrella Policies: AS PER SCHEDULE ON FILE WITH THE COMPANY

ITEM 3. Underlying Umbrella Limits (Insuring Agreement II): AS PER SCHEDULE ON FILE WITH THE COMPANY

ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement II): AS PER SCHEDULE ON FILE WITH THE COMPANY

ITEM 5. Limit of Liability (Insuring Agreement II): $5,000,000 P/O $50,000,000 X/S $100,000,000

ITEM 6. Aggregate Limit of Liability (Insuring Agreement II): $5,000,000 P/O $50,000,000 X/S $100,000,000

ITEM 7. Notice of occurrence (Condition 4) to: The Company and/or Sayre & Toso, Inc.

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").

INSURING AGREEMENTS

I. COVERAGE —

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

(a) imposed upon the Insured by law,

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

for damages on account of:

(i) Personal Injuries
(ii) Property Damage
(iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policy(ies) stated in Item 2 of the Declarations and issued by certain Insurance Companies (hereinafter called the "Underlying Umbrella Insurers").

Said insurance is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on pages 1 and 2 of this form, which are hereby made a part of said insurance, together with such other provisions, stipulations and conditions as may be endorsed on said Policy or added thereto as therein provided.

Attached to and forming Part of Policy No. MN 038468 OF THE MISSION NATIONAL INSURANCE COMPANY

ISSUED TO: FARMERS UNION CENTRAL EXCHANGE, INC., ETAL (AS ENDORSEMENT NO. 1)

DATED AT: MINNEAPOLIS, MINNESOTA

This 9TH day of OCTOBER, 19 84

SAYRE & TOSO, INC.

By _____

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of the policy:

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

CONDITIONS

1. **Premium Computation:** The deposit premium stated in the declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.

2. **Inspection and Audit:** The Company Shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **Action Against Company:** No action shall lie against the company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

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

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

6. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Named Insured's legal representative as Named Insured; provided that notice of cancellation addressed to the Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

7. **Cancellation:** This policy may be canceled by the insured by surrender thereof to the Company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. If the insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premiums 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.

8. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.

Thomas E. Bradley
Secretary

John F. Knight
President

Harbor Insurance Company

(a Stock Company, herein called the "Company")

HOME OFFICE: 4201 Wilshire Boulevard, Los Angeles, California 90010

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

DECLARATIONS

INSURED'S NAME: FARMERS UNION CENTRAL EXCHANGE, INC.

No. ◇HI 178551

INSURED'S ADDRESS: 5500 CENEX DRIVE
INVER GROVE HEIGHTS, MINNESOTA 55075

TYPE OF COVERAGE	EXCESS UMBRELLA LIABILITY	◇ INFORMATION HERE ABBREVIATED. IN EVENT OF INCONSISTENCY WITH WORDINGS AND/OR ENDORSEMENTS ATTACHED HERETO SAID WORDINGS AND/OR ENDORSEMENTS PREVAIL.
AMOUNT OR LIMITS	PER FORM	◇
POLICY PERIOD	FROM: SEPTEMBER 30, 1984 TO: SEPTEMBER 30, 1985 TERM:	
	12:01 A.M. STANDARD TIME ☒ AT THE ADDRESS OF THE INSURED ☐ AT THE LOCATION OF THE PROPERTY	

FORMS ATTACHED: HU 6096 (1/79), ENDORSEMENT NOS. 1-3

FLAT PREMIUM	TOTAL
$6,000	$6,000

Harbor Insurance Company

By _____ AUTHORIZED REPRESENTATIVE

DATED AT NEW YORK, NEW YORK THIS 18TH DAY OF OCTOBER, 1984

HU 8000-7 (5/78)

ORIGINAL COPY

DECLARATIONS

ITEM 1. Named Insured: FARMERS UNION CENTRAL EXCHANGE, INCORPORATED AND ITS WHOLLY-OWNED SUBSIDIARIES, AND ALL OF THEIR OPERATIONS AND JOINT VENTURES OF WHATSOEVER NATURE, WHERESOEVER LOCATED, AS ARE NOW OR HEREAFTER CONSTITUTED.

ITEM 2. Underlying Umbrella Policies:

A) INTEGRITY INSURANCE COMPANY POLICY NO. TBA.
B) VARIOUS ON FILE

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): $6,000,000 PART OF $50,000,000

ITEM 6. Aggregate Limit of Liability (Insuring Agreement 2): $6,000,000 PART OF $50,000,000

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 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.

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 Declarations) Ultimate Net Loss in respect of 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 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 Declarations) Ultimate Net Loss in respect of each occurrence – subject to a limit of

$ (as stated in Item 6 of the Declarations) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products 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.

ATTACHING TO AND FORMING PART OF THE POLICY NUMBER HI 178551

DATED AT NEW YORK, N.Y. THIS 18TH DAY OF OCTOBER, 1984

HARBOR INSURANCE COMPANY

BY _____
(AUTHORIZED REPRESENTATIVE)

HU-6096-CFS (REV. 1/79)

A&G 661a

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (1)

(BROAD FORM)

This endorsement, effective SEPTEMBER 30, 1984, forms a part of policy No. HI 178551
(12:01 A. M., standard time)

issued to FARMERS UNION CENTRAL EXCHANGE, INC.

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.

AUTHENTIC

Authorized Representative

ENDORSEMENT NO. (3)

INSURED FARMERS UNION CENTRAL EXCHANGE, INC.

PRODUCER

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS SEPTEMBER 30, 1984

POLICY OR CERTIFICATE NO. HI 178551

TYPE OF COVERAGE

REFER NO.

PARTICIPATION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM FOR WHICH THIS POLICY IS WRITTEN, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS 12 % PART OF 100% OF THE LIMITS OF LIABILITY STATED IN THE ATTACHED POLICY WORDING (BEING $6,000,000 PART OF $ 50,000,000) EXCESS OF $ 50,000,000 AND THE LIABILITY OF THIS COMPANY IS LIMITED TO THE SAME PROPORTION, NAMELY 12 % (BEING $6,000,000 PART OF $50,000,000) 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 FOR LIMITS OF LIABILITY OF 88 % PART OF 100% OF THE LIMITS OF LIABILITY STATED IN THE ATTACHED POLICY WORDING (BEING $44,000,000 PART OF $ 50,000,000) EXCESS OF $ 50,000,000 . 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 NEW YORK, NEW YORK THIS 18TH DAY OF OCTOBER 1984

BY _____
AUTHORIZED REPRESENTATIVE

1003-7 (REV. 2-78)

ENDORSEMENT NO. (4)

INSURED FARMERS UNION CENTRAL EXCHANGE, INC.

PRODUCER

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS SEPTEMBER 30, 1984

TYPE OF COVERAGE

POLICY OR CERTIFICATE NO. HI 178551

REFER NO.

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED TO AMEND ITEM 2 (A) OF THE DECLARATIONS, IN PART, TO REFLECT POLICY NO. ISX 116224.

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 NEW YORK, NEW YORK THIS 14TH DAY OF FEBRUARY, 1985 BY _____ AUTHORIZED REPRESENTATIVE

1003-7 (REV. 2-78)

Renewal of No.

NEW

☒ **REPUBLIC INSURANCE COMPANY**

☐ **VANGUARD INSURANCE COMPANY**

2727 TURTLE CREEK BOULEVARD, DALLAS, TEXAS 75219

Named Insured and Mailing Address

FARMERS UNION CENTRAL EXCHANGE, INC.
& ITS WHOLLY-OWNED SUBSIDIARIES & ALL OF THEIR
OPERATIONS & JOINT VENTURES OF WHATSOEVER NATURE,
WHERESOEVER LOCATED, AS ARE NOW OR HEREAFTER
CONSTITUTED
5500 CENEX DRIVE
INVER GROVE HEIGHTS, MN 55075

Item 1. Policy Period: From September 30, 1984 To September 30, 1985

12:01 A.M., Standard Time at the address of the named Insured as stated herein.

Item 2. Premium: Advance Premium: $ 2,000
Rate: Flat

Minimum Premium: $ 2,000

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

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.

$2,000,000 p/o $50,000,000 each occurrence/aggregate
Excess of $50,000,000 each occurrence/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 _____ Authorized

Date of Issue: 10/18/84 ld

CDE-2-(9-73)

ORIGINAL

☐ VANGUARD 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 sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law, or assumed under contract 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 the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

Integrity #TBD

2. LIMIT OF LIABILITY – UNDERLYING LIMITS

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have beer 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, but

(b) $50,000,000 in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured

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

(c) $2,000,000 p/o $50,000,000 ultimate net loss in all respect of each occurrence – subject to a limit of

(d) $2,000,000 p/o $50,000,000 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.

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.

CAL UNION

California Union Insurance Company
Los Angeles, California
A STOCK INSURANCE COMPANY
(herein called "the Company")

POLICY OF EXCESS INSURANCE

DECLARATIONS
ZCX 00 73 62

NAMED INSURED: FARMERS UNION CENTRAL EXCHANGE (AS PER UNDERLYING POLICY)

MAILING ADDRESS: 5500 CENEX DRIVE
INNER GROVE HEIGHTS, MINNESOTA 55075

POLICY PERIOD: From 9-30-84 To 9-30-85

At 12 01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 1. DESIGNATED UNDERLYING INSURANCE

Designated Underlying Carrier(s)	Policy Number(s)	Policy Period(s)
INTEGRITY INSURANCE COMPANY	ISX 11 62 24	9-30-84 TO 9-30-85

(AND VARIOUS EXCESS INSURERS)

"THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.

Item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE— UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

$50,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF PRIMARY LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE— EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

$12,000,000. PART OF $50,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

Item 4. PREMIUM— $12,000. FLAT ANNUAL

MY/jn/10/16/84

By: Kenneth Kn Noads
Authorized Representative

ZZ-4H07b Ptd. in U.S.A. (3/82)

This is a Policy of Excess Insurance issued by the Company to the party(s) named in the declarations (hereafter referred to as the "Insured")

A. WHEREAS, THE designated underlying insurors have issued to the Insured policies of insurance listed in Item 1 (Designated Underlying Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the designated underlying insurance) which are providing the insurance described in Item 2 (Description of Designated Underlying Insurance) of the declarations

B. NOW, this Policy is to indemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the designated underlying insurance for excess loss as specified in Item 3 (Description of Excess Insurance) of the declarations

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

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

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

F. 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. It being agreed however, that in the event of cancellation or termination of the designated underlying insurance, this policy to the extent of such cancellation or termination, shall cease to apply to the same time without notice to the Insured. This policy may be cancelled by the Company by mailing to the Named Insured first named in the declarations at the address shown in this Policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. Provided, however, the Company may cancel this Policy as herein provided, on ten (10) days notice for non payment of premium due. 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 this Policy. 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 premiums shall be computed in accordance with the customary short rate tables and procedure. If the Company cancels, earned premiums shall be computed pro rata. Premium adjustments may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned premium is not a condition of cancellation

If this Policy insures more than one Insured, cancellation may be effected by the first of such Named Insureds as named in the declarations for the account of all Insureds; and notice of cancelation 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 Insureds.

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

NUCLEAR ENERGY LIABILITY EXCLUSION

This Policy does not apply:

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

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

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

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

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

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

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

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

d. As used in this Exclusion:

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

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

(3) "Source material", "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof,

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

(5) "Waste" means any waste material (a) containing byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6) (a) or (b) thereof;

(6) "Nuclear facility" means (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel or (iii) handling, processing, or packaging waste (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

(7) **"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;**

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

Harry E. Hoyt

HARRY E. HOYT, Secretary

Kenneth W. Woods

KENNETH W. WOODS, President

CAL UNION

California Union Insurance Company
3700 Wilshire Boulevard, Ste. 520
Los Angeles, California 90010
(213) 480-4630 Telex 687-437

ATTACHED TO AND
FORMING PART OF POLICY NO. ZCX 00 73 62

EFFECTIVE DATE SEPTEMBER 30, 1984

NAMED INSURED FARMERS UNION CENTRAL EXCHANGE

SERVICE OF SUIT
(Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America 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 KENNETH WM. WOODS, President, or his nominee, of the Company at 3700 Wilshire Boulevard, Ste. 520, Los Angeles, California 90010 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or 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/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of 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.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

MY/jn/10/16/84

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 1 TO POLICY NO. ZCX 00 73 62

EFFECTIVE DATE SEPTEMBER 30, 1984

NAMED INSURED FARMERS UNION CENTRAL EXCHANGE

☐ ADDITONAL

☐ RETURN

PREMIUM $ INCLUDED

PARTICIPATION ENDORSEMENT

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF ANY LOSS AS STATED 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 COMPANIES STATED HEREUNDER. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, 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 SAID CONDITION.

I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:

24 PERCENT PART OF 100 PERCENT

II. QUOTA SHARE PARTICIPATION:

COMPANY	POLICY NO.	PERCENT PART OF 100 PERCENT
HARBOR INSURANCE COMPANY	TO BE ADVISED	20%
TRINITY INSURANCE COMPANY	TO BE ADVISED	10%
TRANSIT CASUALTY COMPANY	TO BE ADVISED	20%
ZURICH INSURANCE COMPANY	TO BE ADVISED	10%
HARBOR INSURANCE COMPANY	TO BE ADVISED	12%
REPUBLIC INSURANCE COMPANY	TO BE ADVISED	4%

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.

MY/jn/10/16/84

BY Kenneth Kn Noads
Authorized Representative

ZZ 1L71a Ptd. in U.S.A.

UMBRELLA EXCESS LIABILITY POLICY
ISSUED BY

ZURICH INTERNATIONAL LIMITED, HAMILTON, BERMUDA

hereinafter referred to as "Underwriters"

POLICY NUMBER ZIB 72,124-84-C

DECLARATIONS

Item 1. Name of insured: FARMERS UNION CENTRAL EXCHANGE, INCORPORATED AND ITS WHOLLY-OWNED SUBSIDIARIES, AND ALL OF THEIR OPERATIONS AND JOINT VENTURES OF WHATSOEVER NATURE, WHERESOEVER LOCATED, AS ARE NOW OR HEREAFTER CONSTITUTED.

Item 2. Address: 5500 Cenex Drive
Inver Grove Heights, MN 55075

Item 3. Policy period: From: September 30, 1984
To: September 30, 1985
At 12:01 a.m. standard time at the address of the insured

Item 4. Coverage: Per information submitted

THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.

Item 5. Premium: $ 5.000,--
Surplus Lines Tax $ 150 00

Item 6. Limit of liability: Underwriters shall be liable to pay for only the excess of loss over $ 50.000.000,-- in any one loss or series of losses arising out of one occurrence or, where applicable, in the aggregate, and then not more than
$ 5.000.000,-- part of
$ 50.000.000,-- ultimate net loss in respect of any one loss or series of losses arising out of one occurrence or, where applicable, in the aggregate.

Date: Oct. 11, 1984

E. M. Ochoa

Signature authorized representative

TRANSIT CASUALTY COMPANY
LOS ANGELES, CALIFORNIA
ST. LOUIS, MISSOURI
(A stock insurance company, herein called the company)

Declarations—Excess Umbrella Policy

SCU 956980
Policy Number

Renewal of No. NEW

Item 1. Named Insured: Farmers Union Central Exchange, Inc.

Item 2. Address: 5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

Item 3. Policy Period: From: September 30, 1984 To: September 30, 1985
12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 4. Limits of Liability: $10,000,000 each occurrence and/or in the aggregate part of $50,000,000 excess of $50,000,000 excess underlying.

Item 5. Premium: Advance: $10,000. Annual Minimum: $10,000.

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 22, 19 84

Richard Jones
Authorized Representative

T.V. 9810 A

ls

TRANSIT CASUALTY COMPANY
LOS ANGELES, CALIFORNIA
ST. LOUIS, MISSOURI
(A stock insurance company, herein called the company)

Farmers Union Central Exchange, Inc
SCU 956 980

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
A)	Integrity Insurance Company Policy No. TBA	$1,000,000 each occurrence and/or in the aggregate excess primary insurance.
B)	California Union Insurance Company Policy No. TBA	$9,000,000 excess (A) above
C)	Various	$40,000,000 excess (B) above.

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) $ 50,000,000 ultimate net loss in respect of each occurrence, but

(b) $ 50,000,000 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 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 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.

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 utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

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

War Risk Exclusion Endorsement

This policy shall not apply to any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Conditions

Transit Casualty (herein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy;

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

I. **Premium Computation:** The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Named Insured. The Named 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 policy period, as the Company may direct.

II. **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 Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

III. **Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company. Bankruptcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations hereunder.

IV. **Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof 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.

V. **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 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.

VI. **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 Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

VII. **Cancellation:** This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents, or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, (except in the instance of non-payment of premium to the COMPANY not less than ten (10) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficent notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY cancels, earned premium shall be computed pro rata.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDS; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

VIII. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.

Alex Steinhorn
Secretary

W. L. Gregory
President

TRANSAMERICA PREMIER INSURANCE COMPANY
SAN FRANCISCO, CALIFORNIA

EXCESS LIABILITY POLICY
POLICY NO. USL 1339-7903

DECLARATIONS

ITEM 1. NAMED INSURED: FARMERS UNION CENTRAL EXCHANGE, INCORPORATED

ADDRESS: 5500 CENEX DRIVE
INVER GROVE HEIGHTS, MINNESOTA 55075

ITEM 2. POLICY PERIOD: FROM: SEPT. 30, 1984 TO SEPT. 30, 1985
12:01 AM STANDARD TIME AT THE ADDRESS STATED IN ITEM 1 ABOVE.

ITEM 3. A. COVERAGE FOR WHICH THIS POLICY APPLIES:
EXCESS LIABILITY

B. LIMITS OF LIABILITY FOR WHICH THIS POLICY APPLIES:
$5,000,000 PART OF $50,000,000 EACH OCCURRENCE AND IN THE AGGREGATE, WHERE APPLICABLE, FOR EACH ANNUAL PERIOD

C. UNDERLYING INSURER:
INTEGRITY INSURANCE COMPANY AND VARIOUS EXCESS INSURERS
EFFECTIVE DATE: SEPT. 30, 1984

D. UNDERLYING POLICY LIMITS:
$50,000,000 EACH OCCURRENCE AND IN THE AGGREGATE, WHERE APPLICABLE, FOR EACH ANNUAL PERIOD, EXCESS OF VARIOUS PRIMARY INSURANCE

E. TOTAL LIMITS (UNDERLYING POLICY AND THIS POLICY COMBINED):
$5,000,000 PART OF $100,000,000 EACH OCCURRENCE AND IN THE AGGREGATE, WHERE APPLICABLE, FOR EACH ANNUAL PERIOD, EXCESS OF VARIOUS PRIMARY INSURANCE

ITEM 4. PREMIUM: $5,000 FLAT

ITEM 5. ENDORSEMENTS WHICH FORM A PART OF THIS POLICY AT INCEPTION:
NONE

November 16, 1984
COUNTERSIGNATURE DATE

AUTHORIZED REPRESENTATIVE

L-16076

9/83

EXCESS LIABILITY COVERAGE

The Company agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy as follows:

I. Excess Insurance Hereunder. As respects occurrences taking place during the policy period, the Company hereby agrees to afford such additional liability insurance as the issuer of the Underlying Policy specified in the Declarations would afford by increasing the amount of each Underlying Policy limit listed in the Declarations to the amount shown opposite such Underlying Policy limit in the Total Limits column; provided that liability shall attach to the Company (a) only in excess of Underlying Policy coverage which is subject to a limit listed in the Declarations, and (b) only after the issuer of the Underlying Policy had paid or has been held liable to pay the full amount of the applicable limit of the said policy, and (c) only as respects such additional amounts in excess thereof as would be payable by the issuer of the Underlying Policy if the said policy were amended as aforesaid.

II. Maintenance of Underlying Insurance. 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 the policy period of this policy. If the Underlying Policy is cancelled prior to the end of the policy period of this policy, as shown in the Declarations hereof, the effective date of cancellation of the said Underlying Policy shall be the end of the policy period of 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.

III. Premium. The premium for this policy shall be computed on the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified, is an estimated premium only. The earned premium shall be computed upon termination of this policy, or at the end of each twelve month period if the policy is written for a three year term. If the earned premium is more than the advance premium paid, the Insured shall pay the excess to the Company, if less, the Company shall return the difference, subject to the annual minimum premium for each twelve months of the policy period and the policy minimum premium as stated in the Declarations.

IV. Notice of Occurrence. Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, if the event that the Insured be held liable, is likely to involve this policy, notice shall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date would appear to give rise to claims hereunder shall not prejudice such claims.

V. 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 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 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.

VI. Other Insurance. Except as respects coverage written specifically to apply excess of this policy, this policy shall be excess insurance over any other insurance available to the Insured with respect to an occurrence covered hereunder.

NUCLEAR ENERGY LIABILITY EXCLUSION

This policy shall not apply:

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

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

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

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

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

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

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

(c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or 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 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

This policy shall not apply to any liability of the Insured directly or indirectly occasioned by, happening through or in consequences 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.

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.

James O. Curley
President

Secretary

No. ◊HI 180280

Harbor Insurance Company

(a Stock Company, herein called the "Company")

HOME OFFICE: 4201 Wilshire Boulevard, Los Angeles, California 90010

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.

Barry O. Boyd
Secretary

Edwin V. Hyler
President

DECLARATIONS

INSURED'S NAME: FARMERS UNION CENTRAL EXCHANGE, INC., ET AL (AS PER FORM)

No. ◊HI 180280

INSURED'S ADDRESS: 5500 CENEX DRIVE
INVER GROVE HEIGHTS, MINNESOTA 55075

TYPE OF COVERAGE	EXCESS UMBRELLA LIABILITY	◊ INFORMATION HERE ABBREVIATED. IN EVENT OF INCONSISTENCY WITH WORDINGS AND/OR ENDORSEMENTS ATTACHED HERETO SAID WORDINGS AND/OR ENDORSEMENTS PREVAIL.
AMOUNT OR LIMITS	$10,000,000.00 PART OF $50,000,000.00 EXCESS OF $50,000,000.00 COMBINED SINGLE LIMIT	◊
POLICY PERIOD	FROM: SEPTEMBER 30, 1984 TO: SEPTEMBER 30, 1985 TERM: 1 YEAR 12:01 A.M. STANDARD TIME ☒ AT THE ADDRESS OF THE INSURED ☐ AT THE LOCATION OF THE PROPERTY	

FORMS ATTACHED: HU 6096(1-79), ENDORSEMENTS 1 THROUGH 4.

FLAT PREMIUM	TOTAL
$10,000.00	$10,000.00

Harbor Insurance Company

By Eugene L Allen
AUTHORIZED REPRESENTATIVE

DATED AT LOS ANGELES, CALIFORNIA THIS 19TH DAY OF OCTOBER, 1984

HU 8000-7 (5/78)

ORIGINAL COPY

ENDORSEMENT NO. 3

INSURED

PRODUCER

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS

TYPE OF COVERAGE

POLICY OR CERTIFICATE NO. HI 180280

REFER NO.

IN CONSIDERATION OF THE PREMIUM FOR WHICH THIS POLICY IS WRITTEN IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS 20% PART OF 100% OF THE LIMITS OF LIABILITY STATED IN THE ATTACHED POLICY WORDING (BEING $10,000,000.00 PART OF $50,000,000.00) EXCESS OF $50,000,000.00 AND THE LIABILITY OF THIS COMPANY IS LIMITED TO THE SAME PROPORTION, NAMELY 20% (BEING $10,000,000.00 PART OF $50,000,000.00) 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 FOR LIMITS OF LIABILITY OF 80% PART OF 100% OF THE LIMITS OF LIABILITY STATED IN THE ATTACHED POLICY WORDING (BEING $40,000,000.00 PART OF $50,000,000.00) EXCESS OF $50,000,000.00. 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 LOS ANGELES, CALIFORNIA THIS 19TH DAY OF OCTOBER, 1984

BY Eugene R Allen
AUTHORIZED REPRESENTATIVE

eep

1003-7 (REV. 2-78)

EXCESS UMBRELLA POLICY
DECLARATIONS

ITEM 1. Named Insured: FARMERS UNION CENTRAL EXCHANGE, INC. AND OTHERS AS SCHEDULED IN THE UNDERLYING UMBRELLA POLICIES

ITEM 2. Underlying Umbrella Policies: INTEGRITY INSURANCE COMPANY AND OTHERS AS PER SCHEDULE ON FILE WITH COMPANY

ITEM 3. Underlying Umbrella Limits (Insuring Agreement 2): $50,000,000.00

ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement 2): $50,000,000.00

ITEM 5. Limit of Liability (Insuring Agreement 2): $10,000,000.00 PART OF $50,000,000.00

ITEM 6. Aggregate Limit of Liability (Insuring Agreement 2): $10,000,000.00 PART OF $50,000,000.00

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 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.

INSURING AGREEMENTS

1. **COVERAGE.**
The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemify 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 Declarations) Ultimate Net Loss in respect of 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 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 Declarations) Ultimate Net Loss in respect of each occurrence – subject to a limit of

$ (as stated in Item 6 of the Declarations) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products 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.

ATTACHING TO AND FORMING PART OF THE POLICY NUMBER HI 180280

HARBOR INSURANCE COMPANY

DATED AT LOS ANGELES, CALIFORNIA THIS 19TH DAY OF OCTOBER, 1984

BY Eugene R Allen
(AUTHORIZED REPRESENTATIVE)

HU-6096-CFS (REV. 1/79)

CAL UNION

California Union Insurance Company
Los Angeles, California
A STOCK INSURANCE COMPANY
(herein called "the Company")

POLICY OF EXCESS INSURANCE

DECLARATIONS
ZCX 00 73 97

NAMED INSURED: FARMERS UNION CENTRAL EXCHANGE
(AS PER UNDERLYING POLICY)

MAILING ADDRESS: 5500 CENEX DRIVE
INNER GROVE HEIGHTS, MINNESOTA 55075

POLICY PERIOD: From 9-30-84 To 9-30-85

At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 1. DESIGNATED UNDERLYING INSURANCE

Designated Underlying Carrier(s)	Policy Number(s)	Policy Period(s)
INTEGRITY INSURANCE COMPANY	ISX 11 62 24	9-30-84 TO 9-30-85
(AND VARIOUS EXCESS INSURORS)		

"THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.

Item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE– UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

$25,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF PRIMARY LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE– EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

$ 2,000,000. PART OF $25,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

Item 4. PREMIUM– $3,000. FLAT ANNUAL

MY/jn/10/16/84

By: _____
Authorized Representative

This is a Policy of Excess Insurance issued by the Company to the party(s) named in the declarations (hereafter referred to as the "Insured")

WHEREAS, THE designated underlying insurers have issued to the Insured policies of insurance listed in Item 1 (Designated Underlying Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the designated underlying insurance) which are providing the insurance described in Item 2 (Description of Designated Underlying Insurance) of the declarations.

NOW, this Policy is to indemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the designated underlying insurance for excess loss as specified in Item 3 (Description of Excess Insurance) of the declarations.

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

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

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

F. 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. It being agreed however, that in the event of cancellation or termination of the designated underlying insurance, this policy to the extent of such cancellation or termination, shall cease to apply to the same time without notice to the Insured. This policy may be cancelled by the Company by mailing to the Named Insured first named in the declarations at the address shown in this Policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. Provided, however, the Company may cancel this Policy as herein provided, on ten (10) days notice for non-payment of premium due. 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 this Policy. 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 premiums shall be computed in accordance with the customary short rate tables and procedure. If the Company cancels, earned premiums shall be computed pro rata. Premium adjustments may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned premium is not a condition of cancellation.

If this Policy insures more than one Insured, cancellation may be effected by the first of such Named Insureds as 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 Insureds.

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

NUCLEAR ENERGY LIABILITY EXCLUSION

This Policy does not apply:

Under any Liability Coverage to bodily injury or property damage:

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

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

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,

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

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

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

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

d. As used in this Exclusion:

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

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

(3) "Source material", "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

(5) "Waste" means any waste material (a) containing byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6) (a) or (b) thereof;

(6) "Nuclear facility" means (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel or (iii) handling, processing, or packaging waste (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

(7) **"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;**

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

Harry E. Hoyt

HARRY E. HOYT, Secretary

Kenneth W. Woods

KENNETH W. WOODS, President

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 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 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.

NUCLEAR INCIDENT EXCLUSION

It is agreed that this Policy does not apply:

I. Under any Liability Coverage, to Personal Injury or Property Damage
   (a) with respect to which an Insured under this Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
   (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Liability Coverage, to Personal Injury or Property Damage 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 Personal Injury or Property Damage arising 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.

III. As used herein:
"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor: "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means
   (a) any nuclear reactor,
   (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
   (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
   (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

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

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 3 of the Declarations and issued by the Company(ies) as shown in item 3 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 4 of the Declaration) Ultimate Net Loss in respect of each occurrence, but
$ (as stated in Item 5 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 6 of the Declaration) Ultimate Net Loss in respect of each occurrence—subject to a limit of
$ (as stated in Item 7 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.

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 6 and 7 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this Insurance in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy 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 3 of the Declaration prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy.

3. CANCELLATION.

This Policy may be cancelled by the Named Insured or by the Company or their representatives by mailing written notice to the other party stating when not less than thirty (30) days' thereafter cancellation shall be effective, except in the event of cancellation for nonpayment of premium the notice shall be effective ten (10) days thereafter. The mailing of notice as aforesaid by Underwriters of their representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice and the Insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice Delivery of such written notice either by the Named Insured or by the Company or their representatives shall be equivalent to mailing.

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 1 TO POLICY NO. ZCX 00 73 97

EFFECTIVE DATE SEPTEMBER 30, 1984

NAMED INSURED FARMERS UNION CENTRAL EXCHANGE

☐ ADDITONAL

☐ RETURN

PREMIUM $ INCLUDED

PARTICIPATION ENDORSEMENT

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF ANY LOSS AS STATED 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 COMPANIES STATED HEREUNDER. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, 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 SAID CONDITION.

I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:

8% PERCENT PART OF 100 PERCENT

II. QUOTA SHARE PARTICIPATION:

COMPANY	POLICY NO.	PERCENT PART OF 100 PERCENT
ALLIANZ INSURANCE COMPANY	TO BE ADVISED	32%
WAUSAU UNDERWRITERS INSURANCE COMPANY	TO BE ADVISED	40%
REPUBLIC INSURANCE COMPANY	TO BE ADVISED	20%

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.

MY/jn/10/16/84

BY Kenneth Kn Noads
Authorized Representative

ZZ 1L71a Ptd in U S A

California Union Insurance Company
3700 Wilshire Boulevard, Ste. 520
Los Angeles, California 90010
(213) 480-4630 Telex 687-437

ATTACHED TO AND FORMING PART OF POLICY NO. ZCX 00 73 97

EFFECTIVE DATE SEPTEMBER 30, 1984

NAMED INSURED FARMERS UNION CENTRAL EXCHANGE

SERVICE OF SUIT
(Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America 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 KENNETH WM. WOODS, President, or his nominee, of the Company at 3700 Wilshire Boulevard, Ste. 520, Los Angeles, California 90010 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or 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/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of 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.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

MY/jn/10/16/84

ZZ-9G30 Printed in USA

Allianz Underwriters, Inc.
(Hereinafter called the Company)

Allianz

5900 Wilshire Boulevard
Los Angeles, Calif. 90036

Excess Umbrella Liability Policy

Policy No. AUX 5202040

P.O. Address (No., Street, Town, County, State)

PRODUCER

Item 1.

NAMED INSURED: FARMERS UNION CENTRAL EXCHANGE, INC., ET AL
(AS PER INTEGRITY INSURANCE COMPANY POLICY NUMBER ISX116232)

5500 CENEX DRIVE
INVER GROVE HEIGHTS, MINNESOTA 55075

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

Item 2. Policy Period:
From SEPTEMBER 30, 1984 to SEPTEMBER 30, 1985
12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

Item 3. Underlying Umbrella Policies: A) $1,000,000. IN EXCESS OF PRIMARY INSURANCE(S) AND/OR SELF-INSURED RETAINED LIMIT - INTEGRITY INSURANCE COMPANY, POLICY NUMBER ISX116232; B) $24,000,000. IN EXCESS OF A - VARIOUS CARRIERS, AS PER SCHEDULE ON FILE WITH THIS COMPANY.

Item 4. Underlying Umbrella Limits (Insuring Agreement 2): $25,000,000.

Item 5. Underlying Umbrella Aggregate Limits (Insuring Agreement 2): $25,000,000.

Item 6. Limits of Liability (Insuring Agreement 2): $5,000,000. PART OF $25,000,000.

Item 7. Aggregate Limit of Liability (Insuring Agreement 2): $5,000,000. PART OF $25,000,000.

Item 8. Premium: $7,500.00
Rate of Adjustment: FLAT

Countersigned by: James E Regan

DE/dd Authorized Representative

OCTOBER 5, 1984
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.

FORM ATTACHED: A.U.I. 0-0048

William J. Sheppard
Secretary

Donald W. Munson
President

Allianz

ENDORSEMENT NO. 1

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER AUX5202040	
ISSUED BY Allianz Underwriters, Inc.	FARMERS UNION CENTRAL EXCHANGE, INC., ET AL
AND IS EFFECTIVE SEPTEMBER 30, 1984	
12:01 A.M. STANDARD TIME.	

NAME CHANGE ENDORSEMENT

Henceforth, the above mentioned company will be known and referred to as Allianz Underwriters Insurance Company.

James E Kegan

AUTHORIZED REPRESENTATIVE

Allianz

The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.

ENDORSEMENT NO. 2

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER AUX5202040	
ISSUED BY Allianz Underwriters Insurance Company	FARMERS UNION CENTRAL EXCHANGE, INC., ET AL
AND IS EFFECTIVE SEPTEMBER 30, 1984	
12:01 A.M. STANDARD TIME.	

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF $4,500.00, IT IS UNDERSTOOD AND AGREED THAT ITEM 6, LIMITS OF LIABILITY (INSURING AGREEMENT 2), AND ITEM 7, AGGREGATE LIMIT OF LIABILITY (INSURING AGREEMENT 2), ARE AMENDED TO READ AS FOLLOWS:

ITEM 6. LIMITS OF LIABILITY (INSURING AGREEMENT 2): $8,000,000. PART OF $25,000,000.

ITEM 7. AGGREGATE LIMIT OF LIABILITY (INSURING AGREEMENT 2): $8,000,000. PART OF $25,000,000.

All other terms and conditions of this Policy remain unchanged.

James E Kegan
AUTHORIZED REPRESENTATIVE

Allianz

The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.

ENDORSEMENT NO. 3

THIS ENDORSEMENT FORMS A PART OF	NAMED INSURED
POLICY NUMBER AUX5202040	FARMERS UNION CENTRAL EXCHANGE, INC., ET AL
ISSUED BY Allianz Underwriters Insurance Company	
AND IS EFFECTIVE SEPTEMBER 30, 1984	
12:01 A.M. STANDARD TIME.	

IT IS UNDERSTOOD AND AGREED THAT ITEM 1, NAMED INSURED, AND ITEM 3, UNDERLYING UMBRELLA POLICIES, OF THE DECLARATIONS, ARE AMENDED TO READ AS FOLLOWS:

ITEM 1. NAMED INSURED:

FARMERS UNION CENTRAL EXCHANGE, INC., ET AL
(AS PER INTEGRITY INSURANCE COMPANY, POLICY NUMBER ISX116224)

ITEM 3. UNDERLYING UMBRELLA POLICIES:

A) $1,000,000. IN EXCESS OF PRIMARY INSURANCE(S) AND/OR SELF-INSURED RETAINED LIMIT - INTEGRITY INSURANCE COMPANY, POLICY NUMBER ISX116224; B) $24,000,000. IN EXCESS OF A) - VARIOUS CARRIERS, AS PER SCHEDULE ON FILE WITH THIS COMPANY.

All other terms and conditions of this Policy remain unchanged.

DB/DD/sd
12/26/84

AUTHORIZED REPRESENTATIVE

INTEGRITY INSURANCE COMPANY

PARAMUS, NEW JERSEY

(A STOCK COMPANY)

EXCESS LIABILITY POLICY

DECLARATIONS

PART 1.

Policy Number XL 208149 Previous Policy No. XL 208 146

This page with "Policy Provisions — Part 2" Form XL-1000 completes this numbered Excess Liability Policy.

Item 1. Farmers Union Central Exchange (See endt. #1)
NAMED INSURED

5500 Cenex Drive, Inner Grove Heights, Minnesota 55075
ADDRESS

Named Insured is ___ Partnership X Corporation ___ Joint Venture _____ Other

Item 2. Policy Period: From 9/30/84 To 9/30/85 12:01 A.M. Standard Time at the address in Item 1.

Item 3. Underlying Insurance:

Various Insurance Carriers on file with the Company	$25,000,000 each occurrence and aggregate (where applicable) in excess of the various Primary insurance or self insurance
Excess Umbrella Liability	

Item 4. Limit(s) of Coverage Hereunder: $5,000,000 part of $25,000,000 each occurrence and aggregate (where applicable) excess of the limits stated in Item #3 above.

Item 5. Premium: $7,500.00 Flat Charge

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.

Irwin J. Markowitz Secretary Lawrence E. Stern President

Producer George F. Folkes, Inc.

Countersigned November 19, 19 84

at Morristown, New Jersey 07960

By Catherine L McAree (Authorized Representative) Approved by _____

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

ENDORSEMENT #1

Attached to and forming part of Policy Number XL 208 149 issued to

Farmers Union Central Exchange

by INTEGRITY INSURANCE COMPANY, Paramus, New Jersey at its Agency located (city and state)

Morristown, New Jersey Date of Endorsement 9/30/84

In consideration of the premium charged, it is hereby understood and agreed that Item #1 of the Declaration page (Named Insured) is amended to include the following:

> Farmers Union Central Exchange, Incorporated and its wholly-owned subsidiaries, and all of their operations and joint ventures of whatsoever nature, wheresoever located, as are now or hereafter constituted.

All other terms and conditions of its policy remain unchanged

Catherine L McAlee Agent

INTEGRITY INSURANCE COMPANY
PARAMUS, 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

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

Irwin S. Markowitz
Secretary

Lawrence E. Stern
President

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.

:LEAR INCIDENT EXCLUSION

20. It is agreed that this Policy does not apply:

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

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

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

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

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

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

IV. As used herein:

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

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

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

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

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

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

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

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

R. J. Wendorff
Secretary

Gerald D Viste
President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

It is agreed that the policy does not apply

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
   (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability, or
   (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be entitled to indemnity from the United States of America, or any agency therof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
   (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom,
   (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured, or
   (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use or any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
4. As used in this endorsement "hazardous properties" includes radioactive, toxic or explosive properties,
   "nuclear material" means source material, special nuclear material or byproduct material,
   "source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof,
   "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor,
   "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof
   "nuclear facility" means
   (a) any nuclear reactor,
   (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
   (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises, where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
   (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations,
   "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
   With respect to injury to or destruction of property the word "injury" or "destruction" includes all forms of radioactive contamination of property.

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

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

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

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

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

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

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

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

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

9. **Examination and Audit.** The company shall be permitted to examine and audit the insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

10. **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the insured's obligations to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

    Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

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

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

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

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

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

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

Wausau Insurance Companies

EXCESS INSURANCE POLICY

PLEASE READ YOUR POLICY

THIS POLICY IS NONASSESSABLE

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

Employers Insurance of Wausau A Mutual Company

HOME OFFICE: WAUSAU, WISCONSIN

(Hereinafter called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the **insured** as follows:

I. EXCESS LIABILITY INDEMNITY COVERAGE

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

II. CLAIM COSTS COVERAGE

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

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

Wausau Insurance Companies

EXCESS INSURANCE POLICY DECLARATIONS

Policy Number 5735-00-100912 **Previous Policy Number** NEW

1. **Insured:**

FARMERS UNION CENTRAL EXCHANGE
(SEE ENDORSEMENT NUMBER 1)
5500 CENEX DRIVE
INNER GROVE HEIGHTS, MINNESOTA 55075

Producer:

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

2. **Policy Period:** SEPTEMBER 30, 1984 to SEPTEMBER 30, 1985 12:01 A.M., standard time at the address of the named insured as stated herein.

3. **Premium:**

$15,000.

4. **Underlying Insurance:**

$25,000,000. EACH OCCURRENCE AND AGGREGATE (WHERE APPLICABLE) UMBRELLA LIABILITY INSURANCE PROVIDED BY INTEGRITY INSURANCE COMPANY, POLICY NUMBER ISX 116224, AND VARIOUS OTHER INSURERS ON FILE WITH THE COMPANY, WHICH IS IN EXCESS OF SCHEDULED POLICIES AND/OR SELF-INSURED RETENTIONS.

5. **Limits of Liability:**

$10,000,000. PART OF $25,000,000. EACH OCCURRENCE AND AGGREGATE (WHERE APPLICABLE) WHICH IS IN EXCESS OF THE UNDERLYING INSURANCE STATED IN ITEM 4.

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

ENDORSEMENT(S) ATTACHED AT POLICY ISSUANCE: ENDORSEMENTS 1,2,3,4,5 AND 6.
Attached to Form 80-39-1.1

Issued by: EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

Countersigned by: Richard Black
Authorized Company Representative

Wausau Insurance Companies

ENDORSEMENT 1

This endorsement, effective 9/30/84 forms a part of policy number 5735-00-100912

issued to FARMERS UNION CENTRAL EXCHANGE

by EMPLOYERS INSURANCE OF WAUSAU A MUTUAL COMPANY

NAMED INSURED ENDORSEMENT

IT IS AGREED THAT ITEM 1 OF THE DECLARATIONS IS AMENDED TO READ:

FARMERS UNION CENTRAL EXCHANGE, INCORPORATED AND ITS WHOLLY-OWNED SUBSIDIARIES, AND ALL OF THEIR OPERATIONS AND JOINT VENTURES OF WHATSOEVER NATURE, WHERESOEVER LOCATED, AS ARE NOW OR HEREAFTER CONSTITUTED.

All other terms and conditions of this policy remain unchanged.

Countersigned by _____
Authorized Representative

80-71 9-84
2/12/85

Wausau Insurance Companies

ENDORSEMENT 4

This endorsement, effective 9/30/84 forms a part of policy number 5735-00-100912

issued to FARMERS UNION CENTRAL EXCHANGE

by EMPLOYERS INSURANCE OF WAUSAU A MUTUAL COMPANY

CARE, CUSTODY, CONTROL - FOLLOWING FORM ENDORSEMENT

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO LIABILITY FOR 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, UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE, FOR THE FULL LIMITS SHOWN THEREIN.

All other terms and conditions of this policy remain unchanged.

Countersigned by Richard Peach
Authorized Representative

Wausau Insurance Companies

ENDORSEMENT 5

This endorsement, effective 9/30/84 forms a part of policy number 5735-00-100912

issued to FARMERS UNION CENTRAL EXCHANGE

by EMPLOYERS INSURANCE OF WAUSAU A MUTUAL COMPANY

POLLUTION EXCLUSION EXCEPT SUDDEN AND ACCIDENTAL

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO LIABILITY ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, AKLALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER; BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL.

All other terms and conditions of this policy remain unchanged.

Countersigned by _____
Authorized Representative

80-71 9-84
2/12/85

Wausau Insurance Companies

ENDORSEMENT 6

This endorsement, effective 9/30/84 forms a part of policy number 5735-00-100912

issued to FARMERS UNION CENTRAL EXCHANGE

by EMPLOYERS INSURANCE OF WAUSAU A Mutual Company.

OIL AND GAS INDUSTRIES EXCLUSIONS ENDORSEMENT

IT IS AGREED THAT THE INSURANCE DOES NOT APPLY TO:

1. LOSS OF HOLE OR IN-HOLE EQUIPMENT (INCLUDING FISHING EXPENSES), OR ANY EXPENSE INCURRED IN REGAINING CONTROL OF ANY OIL OR GAS WELL.

2. LOSS OF OR DAMAGE TO ANY OF THE FOLLOWING:

   (A) OIL, GAS, WATER OR OTHER MINERAL SUBSTANCES WHICH HAVE NOT BEEN REDUCED TO PHYSICAL POSSESSION ABOVE THE SURFACE OF THE EARTH;

   (B) ANY WELL, HOLE, FORMATION, STRATA OR EREA IN OR THROUGH WHICH EXPLORATION FOR OR PRODUCTION OF ANY SUBSTANCE IS CARRIED ON;

   (C) ANY CASING, PIPE, BIT, TOOL, PUMP OR OTHER DRILLING OR WELL SERVICING MACHINERY OR EQUIPMENT LOCATED BENEATH THE SURFACE OF THE EARTH IN ANY SUCH WELL OR HOLE.

3. PROPERTY DAMAGE CAUSED BY THE BLOWOUT OR CRATERING OF ANY OIL OR GAS WELL.

4. PROPERTY DAMAGE RESULTING FROM SUBSIDENCE.

5. PROPERTY DAMAGE RESULTING FROM DAMAGE, DESTRUCTION OR LOSS OF USE OF DRILLING RIGS AND/OR EQUIPMENT USED IN DRILLING OPERATIONS BY INDEPENDENT CONTRACTORS, OR THEIR SUBCONTRACTORS FOR OR ON THE BEHALF OF THE INSURED.

6. THE EXPOLORATION, DRILLING, OR PRODUCTION OF OIL OR GAS OR THEIR RELATED PRODUCTS AT OFF-SHORE LOCATIONS.

7. PROPERTY DAMAGE TO:

   (A) PROPERTY OCCUPIED BY, LEASED BY OR RENTED TO THE INSURED;

   (B) PROPERTY USED BY THE INSURED; OR

   (C) PROPERTY IN THE CARE, CUSTODY OR CONTROL OF THE INSURED OR AS TO WHICH THE INSURED IS FOR ANY PURPOSE EXERCISING PHYSICAL CONTROL.

IT IS FURTHER AGREED THAT THE INSURANCE DOES NOT APPLY TO:

1. PROPERTY DAMAGE INCLUDED WITHIN (A) THE EXPLOSION HAZARD, (B) THE COLLAPSE HAZARD, OR (C) THE UNDERGROUND PROPERTY DAMAGE HAZARD AS DEFINED HEREIN:

2. BODILY INJURY OR PROPERTY DAMAGE ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT;

3. 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;

UNLESS COVERAGE FOR SUCH BODILY INJURY OR PROPERTY DAMAGE IS PROVIDED BY AN UNDERLYING POLICY HAVING UNDERLYING LIMITS AS DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE OF THE POLICY OF WHICH THIS ENDORSEMENT FORMS A PART.

AS USED IN THIS ENDORSEMENT:

"EXPLOSION HAZARD" INCLUDES PROPERTY DAMAGE ARISING OUT OF BLASTING OR EXPLOSION. THE EXPLOSION HAZARD DOES NOT INCLUDE PROPERTY DAMAGE (A) ARISING OUT OF THE EXPLOSION OF AIR OR STEAM VESSELS, PIPING UNDER PRESSURE, PRIME MOVERS, MACHINERY OR POWER TRANSMITTING EQUIPMENT OR (B) ARISING OUT OF OPERATIONS PERFORMED FOR THE NAMED INSURED BY INDEPENDENT CONTRACTORS, OR (C) INCLUDED WITHIN THE COMPLETED OPERATIONS HAZARD OR THE UNDERGROUND PROPERTY DAMAGE HAZARD;

"COLLAPSE HAZARD" INCLUDES "STRUCTURAL PROPERTY DAMAGE" AS DEFINED HEREIN AND PROPERTY DAMAGE TO ANY OTHER PROPERTY AT ANY TIME RESULTING THEREFROM. "STRUCTUAL PROPERTY DAMAGE" MEANS THE COLLAPSE OF OR STRUCTURAL INJURY TO STRUCTURE DUE TO (A) GRADING OF LAND, EXCAVATING, BORROWING, FILLING, BACK-FILLING, TUNNELLING, PILE DRIVING, COFFERDAM WORK OR CAISSON WORK OF (B) 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 (A) ARISING OUT OF OPERATIONS PERFORMED FOR THE NAMED INSURED BY INDEPENDENT CONTRACTORS, OR (B) INCLUDED WITHIN THE COMPLETED OPERATIONS HAZARD OR THE UNDERGROUND PROPERTY DAMAGE HAZARD;

"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, 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 (A) ARISING OUT OF OPERATIONS PERFORMED FOR THE NAMED INSURED BY INDEPENDENT CONTRACTORS OR (B) INCLUDED WITHIN THE COMPLETED OPERATIONS HAZARDS;

All other terms and conditions of this policy remain unchanged.

Countersigned by _____
Authorized Representative

I TEGRITY INSURANCE CO ANY
PARAMUS, NEW JERSEY

COMMERCIAL CATASTROPHE LIABILITY POLICY

PART 1.

DECLARATIONS

Policy Number **ISX** 116224 Previous Policy No. New

This page with "Policy Provisions — Part 2" Form ISX-1000 completes this numbered Commercial Catastrophe Liability Policy.

ITEM 1. Farmers Union Central Exchange (See endt. #1)
NAMED INSURED
5500 Cenex Drive, Inner Grove Heights, Minnesota 55075
ADDRESS

Named Insured is ___ Partnership x Corporation ___ Joint Venture ___ Other

ITEM 2. Policy Period: From 9/30/84 To 9/30/85 12:01 A.M. Standard Time at the address in Item 1.

ITEM 3. Limits of Liability:

(a) Each Occurrence $1,000,000.

(b) Annual Aggregate (where applicable) $1,000,000.

(c) Retained Limit $10,000.

ITEM 4. Premium: $40,000.00 Flat Charge

Rate Per	In Advance	1st Anniversary	2nd Anniversary
	$	$	$

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

Irwin J. Markowitz
Secretary

Lawrence E. Stern
President

Producer George F. Folkes, Inc.

Countersigned October 24, 1984

at Morristown, New Jersey 07960

By _____
(Authorized Representative)

Approved by _____

ISX-1000 (9/77)

INTEGRITY INSURANCE COMPANY
PARAMUS, NEW JERSEY

SCHEDULE OF UNDERLYING INSURANCE

Effective Date of this Schedule 9/30/84

Attached to and forming part of Policy Number New

Issued to Farmers Union Central Exchange

	CARRIER, POLICY NUMBER AND TERM	TYPE OF COVERAGE	APPLICABLE LIMITS
(a)	National Farmers Union Property & Casualty Company	Workmen's Compensation & Employers' Liability	Coverage B — Employers' Liability $ 100,000. —one accident $ 100,000. each employee $ 500,000. aggregate
(b)	National Farmers Union Property & Casualty Company	Comprehensive General Liability	Bodily Injury Liability & Property Dama $ 1,000,000. —each occurrence $ 2,000,000. —aggregate (where applicable) Property Damage Liability $ —each occurrence $ —aggregate
	National Farmers Union Property & Casualty Company	Employee Benefit Liability	$ 500,000. each occurrence $ 500,000. aggregate
(c)	National Farmers Union Property & Casualty Company	Comprehensive Automobile Liability	Bodily Injury Liability & Property Dama $ —each person $ 1,000,000. —each occurrence Property Damage Liability $ —each occurrence
(d)	Industrial Risk Insurers Insurance Company	Fire Legal Liability	$10,000,000. each occurrence
(e)	Mutual Fire Marine & Inland Insurance Company	Wharfingers Liability	$500,000. per vessel

ITEM (b) INCLUDES THE FOLLOWING COVERAGES:

	Yes	No
Products/completed operations Liability	x	
Employees as Insureds	x	
Blanket Contractual Liability	x	
Personal Injury A, B & C	x	
Liquor Legal Liability		x

(f)	Western World Insurance Company	Liquor Liability	$500,000. each common cause $500,000. aggregate $500,000. aggregate Property Dama

Approved by _____
Authorized Representative

It is agreed that this policy does not apply to any liability for personal injury or property damage.

(1) arising out of any obligation assumed by the insured as an insurer or reinsurer under any policy or contract of insurance, reinsurance, suretyship, annuity or endowment;

(2) arising out of professional services, errors or ommissions committed or alleged to have been committed by the insured or any person or organization for whose acts the insured is legally liable in

(a) effecting insurance contracts, binders or policies;

(b) advising or reporting in any capacity as an insurance company, consultant, insurance agent or broker;

(c) the rendering of, or failure to render safety engineering or inspection services;

(d) the auditing of accounts or records of others;

(e) the operation of its investment, loan or real estate departments;

(f) settling or failure to settle any claim under any policy of insurance, reinsurance, endowment, suretyship or annuity;

(g) paying, or failure to pay any claim under any contract of insurance, reinsurance, endowment, suretyship or annuity, due to bankruptcy, or insufficient funds;

(h) purchasing or failure to purchase adequate limits of reinsurance.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective 9/30/84 to be attached to and hereby made a part of Policy No ISX 116 224 issued to Farmers Union Central Exchange, etal

Endorsment No. 4

Date of Issue 10/24/84

By _____
Authorized Representative

FOLLOWING FORM CCC

It is agreed that this policy shall not apply to any liability for property damage to property

(1) owned or occupied by or rented to the insured,

(2) used by the insured, or

(3) in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control.

unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective 9/30/84 to be attached to and hereby made a part of Policy No. ISX 116 224 issued to Farmers Union Central Exchange, etal

Endorsement No. 5

Date of Issue 10/24/84

By _____
Authorized Representative

FOLLOWING FORM CCC

It is agreed that this policy shall not apply to any liability for property damage to property

(1) owned or occupied by or rented to the insured,

(2) used by the insured, or

(3) in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control.

unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective 9/30/84 to be attached to and hereby made a part of Policy No. ISX 116 224 issued to Farmers Union Central Exchange, etal

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Endorsement No. 5

Date of Issue 10/24/84

By _____
Authorized Representative

ATTACH ENDORSEMENTS AND DECLARATIONS

INTEGRITY INSURANCE COMPANY

PARAMUS, NEW JERSEY

(A STOCK COMPANY)

COMMERCIAL CATASTROPHE LIABILITY POLICY

POLICY PROVISIONS—PART 2—FORM ISX-1000

The Company as shown in Part 1 — Declarations (hereinafter called the Company), in consideration of the payment of the premium, in reliance upon the statemen 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 Ins** with respect to those coverages indicated in Item 3 of the Declarations:

INSURING AGREEMENTS

1. COVERAGE

In consideration of the payment of the required premium, the Company hereby agrees, subject to all of the terms of this policy, to pay on behalf of the **insured** all sums, as more fully defined by the term **ultimate net loss,** for which the **insured** shall become obligated to pay by reason of liability

(a) imposed upon the **insured** by law or

(b) assumed under contract or agreement by the **insured,**

arising out of **personal injury, property damage** or **advertising liability** caused by an **occurrence.**

2. UNDERLYING LIMIT — RETAINED LIMIT

The Company shall be liable only for the **ultimate net loss** the excess of the greater of the **insured's underlying limit** or **retained limit** defined as:

(a) **Underlying limit** — an amount equal to the limits of liability indicated beside the underlying insurance listed in the schedule of underlying insurance, plus the applicable limits of any other underlying insurance collectible by the **insured;**

(b) **Retained limit** — The amount specified in item 3(c) of the declarations as the result of an **occurrence** not covered by said underlying insurance, and which shall be borne by the **insured,** separately as respects to each **occurrence** during the period of this policy.

3. LIMITS OF LIABILITY

Regardless of the number of persons and organizations who are **insureds** under this policy and regardless of the number of claims made and suits brought against any or all **insureds,** the total limit of the Company's liability for **ultimate net loss** resulting from any one **occurrence** shall not exceed the amount specified in Item 3(a) of the declarations.

The Company's liability shall be further limited to the amount stated as the annual aggregate limit in Item 3(b) of the declarations on account of all **occurrences** during each policy year arising out of either the **products hazard** or **completed operations hazard** or both combined.

In the event that the aggregate limits of liability of the underlying policies, listed in the schedule of underlying insurance, are exhausted or reduced, solely as the result of **occurrences** taking place after the inception date of this policy, this policy shall, subject to the Company's limit of liability and to the other terms of this policy, with respect to occurrences which take place during the period of this policy, continue in force as underlying insurance for the remainder of the policy year of the underlying policy or until the Company's aggregate limit of liability (stated in Item 3(b)) is exhausted, but not for broader coverage than was provided by the exhausted underlying insurance.

In the event that the aggregate limits of liability of the underlying policies, listed in the schedule of underlying insurance, are exhausted or reduced as the result of **occurrences** taking place prior to the inception date of this policy, the Company shall only be liable to the same extent as if the aggregate limits had not been so exhausted or reduced.

For the purpose of determining the limit of the Company's liability:

(a) all **personal injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions, and

(b) all **advertising liability** involving the same injurious material or act, reg less of the number of kind of media used, or frequency of repetition th of, whether claim is made by one or more persons;

shall be considered as arising out of one **occurrence.**

4. DEFENSE PROVISIONS

(a) The company shall not be called upon to assume charge of the investiga settlement or defense of any claim made, or suit brought, or proceec instituted against the **insured,** but shall have the right and be given opportunity to be associated in the defense and trial of any such cla suits or proceedings relative to any **occurrence** which, in the opinion of Company, may create liability on the part of the Company under the te of this policy. If the Company avails itself of such right and opportu the Company shall do so at its own expense. Court costs and interes incurred with the consent of the Company, shall be borne by the Comp and other interested parties in the proportion that each party's shar **ultimate net loss** bears to the total amount of **ultimate net loss** susta by all interested parties. The provisions of this paragraph apply in all cumstances except as provided for in paragraph (b) below.

(b) With respect to any **occurrence** not covered by the underlying policies li in the schedule of underlying insurance, or any other underlying insur collectible by the **insured,** but covered by the terms and conditions of policy the Company shall in addition to the amount of **ultimate net** payable;

(1) defend any suit against the **insured** seeking damages on account **personal injury, property damage** or **advertising liability,** even if any the allegations of the suit are groundless, false or fraudulent; and make such investigation and settlement of any claim or suit as it de expedient;

(2) pay all expenses incurred by the Company, all costs taxed against **insured** in any such suit and all interest on the entire amount of judgment therein which accrues after entry of the judgment and be the Company has paid or tendered or deposited in court that part the judgment which does not exceed the limit of the Company's liab thereon;

(3) pay premiums on appeal bonds required in any such suit and premiums on bonds to release attachments in any such suit for amount not in excess of the applicable limit of liability of this po but the Company shall have no obligation to apply for or furnish such bonds;

(4) pay reasonable expenses incurred by the **insured** at the Company's quest in assisting the Company in the investigation or defense of claim or suit, including actual loss of earnings not to exceed $25. day.

The Company shall not be obligated to defend any suit after the applic limit of the Company's liability has been exhausted by payment of judgments settlements.

In jurisdictions where the Company may be prevented by law or otherwise f carrying out this provision, the Company shall pay any expense incurred with written consent in accordance with this provision.

10. SUBROGATION

In the event of any payment under this policy, the Company shall be subrogated to all the **insured's** rights of recovery against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

The amount recovered as subrogation shall be apportioned in the inverse order of payment of ultimate net loss to the extent of the actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries.

11. CHANGES

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

12. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon.

13. CANCELLATION

This policy may be cancelled by the named **insured** by mailing to the Comp written notice stating when thereafter such cancellation shall be effective. policy may be cancelled by the Company by mailing to the named **insured** at address shown in this policy written notice stating when, not less than thirty days thereafter, such cancellation shall be effective.

The mailing of notice as aforesaid shall be sufficient proof of notice and effective date of cancellation stated in the notice shall become the end of policy period.

If cancellation is at the request of the named **insured** earned premium shall computed in accordance with the customary short rate table and procedure. If Company cancels, earned premium shall be computed pro rata. If this policy sures more than one named **insured,** cancellation may be effected by the first such named **insureds** for the account of all the named **insureds:** notice of cance tion by the Company to such first named **insured** shall be deemed notice to **insureds** and payment of any unearned premium to such first named **insured** s be for the account of all interests herein.

GLOSSARY

The terms of this policy shall be applied as if the gloss of words listed below has been included with the word or words each time they appear in this policy.

ADVERTISING LIABILITY

The term **advertising liability** wherever used herein shall mean:

(1) libel, slander or defamation,

(2) any infringement of copyright or title or slogan,

(3) piracy or unfair competition or idea misappropriation under an implied contract,

(4) any invasion of right of privacy;

committed or alledged to have been committed during the policy period, in any advertisement, publicity article, broadcast or telecast and arising out of the **insured's** advertising activities.

AIRCRAFT

Means any heavier than air or lighter than air **aircraft** designed to transport persons or property.

AUTOMOBILE

Means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment.**

COMPLETED OPERATIONS HAZARD

Includes **personal injury** and **property damage** arising out of operations or reliance upon a reoresentation or warranty made at any time with respect thereto, but only if the **personal injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **insured.** "Operations" include materials, parts or equipment furnished in connection therewith.

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

(1) When all operations to be performed by or on behalf of the **insured** under the contract have been completed,

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

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or sub-contractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **personal injury** or **property damage** arising out of:

(a) operations in connection with the transportation of property, unless the **personal injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,

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

INSURED

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

(1) the named **insured,** meaning the named **insured** stated in Item 1 of the declarations and any subsidiary, owned or controlled companies as now or thereafter constituted and of which prompt notice has been given to the Company;

(2) any person (other than an employee of the named **insured**) or organizat while acting as real estate manager for the named **insured;**

(3) any **insured** (not being the named **insured** under this policy) included in scheduled underlying insurance, but not for broader coverage than is av able to such **insured** under the scheduled underlying insurance;

(4) except with respect to the ownership maintenance, operation, use, loac or unloading of **automobiles, aircraft** or watercraft, any officer, direc stockholder or employee of the named **insured,** while acting within the sc of his duties as such; but this subdivision (4) shall not apply if it restr the insurance granted under subdivision (3) above;

(5) if the named **insured** is designated in the declarations as a partnership joint venture, any partner or member thereof, but only with respect to liability incurred in the operation of that partnership or joint venture; h ever, this policy does not apply to any **automobile** owned by or registe in the name of any partner.

INSURED'S PRODUCTS

Means goods or products manufactured, sold, handled or distributed by **insured** or by others trading under his name, including any container thereof (ot than a vehicle), but **insured's** products shall not include a vending machine or property other than such container, rented to or located for use of others but sold.

MOBILE EQUIPMENT

Means a land vehicle (including any machinery or apparatus attached there 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 **sured,** 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 eq ment of the following types forming an integral part of or permaner attached to such vehicle: power cranes, shovels, loaders, diggers and dri concrete mixers (other than the mix-in-transit type); graders, scrap rollers and other road construction or repair equipment; air compress pumps and generators, including spraying, welding and building clean equipment; and geophysical exploration and well servicing equipment.

OCCURRENCE

Means an accident, including continuous or repeated exposure to conditic which results in **personal injury, property damage** or **advertising liability** neit expected nor intended from the standpoint of the **insured.**

PERSONAL INJURY

The term **personal injury** wherever used herein means:

(1) bodily injury, sickness, disease, disability or shock, including death at time resulting therefrom, mental anguish and mental injury,

(2) false arrest, false imprisonment, wrongful eviction, wrongful entry, wro ful detention or malicious prosecution,

(3) libel, slander, defamation of character, humiliation or invasion of the rig of privacy, unless arising out of advertising activities,

(4) racial, religious, sex or age discrimination (unless insurance thereof prohibited by law) not committed by or in the direction of the **insured** only with respect to the liability other than fines and penalties imposed law;

which occurs during the policy period.

EXCLUSIONS

ection I of the Exclusions

This policy shall not apply:

A. to any obligation for which the **insured** or any company as its insurer may be held liable under any Workmen's Compensation, Unemployment Compensation, Disability Benefits Law, or under any similar law provided, however, that this exclusion does not apply to liability of others assumed by the **insured** as an incidental part of the contract or agreement;

B. to loss of use of tangible property which has not been physically injured or destroyed resulting from

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

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

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

C. to **property damage** to

(1) property owned by the **insured,**

(2) the **insured's products** arising out of such products or any part of such products,

(3) work performed by or on behalf of the **insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished therewith;

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

E. to Nuclear Energy Liability (see Nuclear Liability page four) regardless of whether or not such coverage was or would have been afforded by the underlying insurances.

Section II of the Exclusions

This policy shall not apply, unless insurance is provided by a policy listed in the schedule of underlying insurance, and then for no broader coverage than is afforded by such insurance:

A. to **advertising liability** resulting from

(1) failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract,

(2) infringement of registered trade mark, service mark, or trade name, other than titles or slogans, by use thereof on or in connection with goods or service sold, offered for sale or advertised,

(3) incorrect description of any article or commodity,

(4) mistake in advertised price;

B. to the ownership, maintenance, operation, use, loading or unloading of **aircraft** owned by the **insured** or chartered by or on behalf of the **insured** without crew;

C. to the ownership, maintenance, operation, use, loading or unloading of any watercraft owned by the **insured;**

D. to any employee with respect to injury to or the death of another employee of the same employer, injured in the course of such employment, except with respect to the ownership, maintenance or use, including loading or unloading, of **automobiles;**

E. to **personal injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, oil or other petroleum substance or derivative (including any oil refuse or oil mixed with wastes), liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water.

CONDITIONS

. MAINTENANCE OF UNDERLYING INSURANCE

The policy or policies referred to in the attached schedule of underlying insurance or renewals or replacements thereof not more restrictive in coverage, shall be maintained in full effect during the currency of this policy, except for any reduction in the aggregate limit or limits contained therein solely by payment of claims in respect of occurrences happening during the period of this policy. Failure of the **insured** to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Company shall only be liable to the same extent as if the **insured** had complied with this condition.

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. Nothing contained herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

5. PREMIUM

Unless otherwise provided, the premium for this policy is a flat premium and is not subject to adjustment except as provided therein or amended by endorsement.

In the event of additional **insureds** being added to the coverage under the underlying insurance during the currency of this policy, prompt notice shall be given to the Company and, if an additional premium has been charged for such addition on the underlying insurance, the Company shall be entitled to charge an appropriate additional premium.

6. INSPECTION AND AUDIT

The Company shall be permitted but not obligated to inspect the **insured's** property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **insured** or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the **insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

5. NOTICE OF OCCURRENCE

Whenever the **insured** has information from which the **insured** may reasonably conclude that an **occurrence** covered hereunder involves injuries or damage which, in the event that the **insured** be held liable, is likely to involve this policy, notice shall be given by or on behalf of the **insured** to the Company or any of its authorized agents as soon as practicable, provided however, that failure to give notice of any **occurrence** which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder shall not prejudice such claims.

6. ASSISTANCE AND COOPERATION OF THE INSURED

The **insured** shall cooperate with the Company and with the underlying insurers as required by the terms of the underlying insurance and, upon this Company's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution of indemnity against any person or organization who may be liable to the **insured** because of **personal injury, property damage** or **advertising liability** with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not voluntarily make any payment, assume any obligation or incur any expense except at his own cost.

7. PAYMENT OF ULTIMATE NET LOSS

Coverage under this policy shall not apply unless and until the **insured,** or the **insured's** underlying insurer, shall be obligated to pay the amount of the **underlying limit** or **retained limit** on account of **personal injury, property damage or advertising liability.** When the amount of **ultimate net loss** has finally been determined, the Company shall promptly pay on behalf of the **insured** the amount of **ultimate net loss** falling within the terms of this policy.

The named **insured** shall promptly reimburse the Company for any amount within the **retained limit** specified in the insuring agreements paid by the Company on behalf of an **insured** in settlement or satisfaction of any claim or suit.

8. APPEALS

In the event the **insured** or the **insured's** underlying insurers elect not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at its cost and expense, and shall be liable for the taxable cost and disbursements and interest incidental thereto.

9. BANKRUPTCY AND INSOLVENCY

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

PRODUCTS HAZARD

Includes **personal injury** and **property damage** arising out of the **insured's** products or reliance upon a representation or warranty made at any time with respect thereto, but only if the **personal injury** or **property damage** occurs away from premises owned by or rented to the **insured** and after physical possession of such products has been relinquished to others.

PROPERTY DAMAGE

The term **property damage** wherever used herein means:

(1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or

(2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period.

ULTIMATE NET LOSS

Means the amount of the principal sum, award or verdict, actually paid or payable in cash in the settlement or satisfaction of claims for which the **insured** is liable, either by adjudication or compromise with the written consent of the company, after making proper deduction for all recoveries and salvages.

NUCLEAR ENERGY LIABILITY EXCLUSION

This Policy does not apply:

(a) to **personal injury** or **property damage**

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

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

(b) to **personal injury** or **property damage** resulting from the **hazardous properties** of **nuclear material** if

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

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

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

(c) As used in this exclusion:

hazardous properties include radioactive, toxic or explosive properties;

nuclear material means **source material, special nuclear material** or **byproduct material;**

source material, special nuclear, and **byproduct material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor;**

waste means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** included within the definition of **nuclear facility** under paragraph (1) and (2) thereof;

nuclear facility means

(1) any **nuclear reactor,**

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

(3) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

(4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

property damage includes all forms of radioactive contamination of property.

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

Irwin S. Markowitz
Secretary

Lawrence E. Stern
President

It is agreed that this policy does not apply to any liability for personal injury or property damage.

(1) arising out of any obligation assumed by the insured as an insurer or reinsurer under any policy or contract of insurance, reinsurance, suretyship, annuity or endowment;

(2) arising out of professional services, errors or ommissions committed or alleged to have been committed by the insured or any person or organization for whose acts the insured is legally liable in

(a) effecting insurance contracts, binders or policies;

(b) advising or reporting in any capacity as an insurance company, consultant, insurance agent or broker;

(c) the rendering of, or failure to render safety engineering or inspection services;

(d) the auditing of accounts or records of others;

(e) the operation of its investment, loan or real estate departments;

(f) settling or failure to settle any claim under any policy of insurance, reinsurance, endowment, suretyship or annuity;

(g) paying, or failure to pay any claim under any contract of insurance, reinsurance, endowment, suretyship or annuity, due to bankruptcy, or insufficient funds;

(h) purchasing or failure to purchase adequate limits of reinsurance.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective 9/30/84 to be attached to and hereby made a part of Policy No ISX 116 224 issued to Farmers Union Central Exchange, etal

Endorsment No. 4

Date of Issue 10/24/84

By _____
Authorized Representative

CAL UNION

California Union Insurance Company
Los Angeles, California
A STOCK INSURANCE COMPANY
(herein called "the Company")

POLICY OF EXCESS INSURANCE

DECLARATIONS

ZCX 00 73 45

NAMED INSURED: FARMERS UNION CENTRAL EXCHANGE (AS PER UNDERLYING POLICY)

MAILING ADDRESS: 5500 CENEX DRIVE
INNER GROVE HEIGHTS, MINNESOTA 55075

POLICY PERIOD: From 9-30-84 To 9-30-85

At 12 01 A M Standard Time at the address of the Named Insured as stated herein

Item 1. DESIGNATED UNDERLYING INSURANCE

Designated Underlying Carrier(s)	Policy Number(s)	Policy Period(s)
INTEGRITY INSURANCE COMPANY	ISX 11 62 24	9-30-84 TO 9-30-85

"THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.

Item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE— UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

$1,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF PRIMARY LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE— EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

$ 9,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

Item 4. PREMIUM— $60,000. FLAT ANNUAL

MY/jn/10/16/84

By: Kenneth Hm Noads
Authorized Representative

ZZ-4H07b Ptd. in U.S.A. (3/82)

...Company to the party(s) named in the declarations (hereafter referred to as the "Insured")

...designated underlying insurers have issued to the Insured policies of insurance listed in Item 1 (Designated Underlying Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the designated underlying insurance), which are providing the insurance described in Item 2 (Description of Designated Underlying Insurance) of the declarations.

B. **NOW,** this Policy is to indemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the designated underlying insurance for excess loss as specified in Item 3 (Description of Excess Insurance) of the declarations.

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

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

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

F. 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. It being agreed however, that in the event of cancellation or termination of the designated underlying insurance, this policy to the extent of such cancellation or termination, shall cease to apply to the same time without notice to the Insured. This policy may be cancelled by the Company by mailing to the Named Insured first named in the declarations at the address shown in this Policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. Provided, however, the Company may cancel this Policy as herein provided, on ten (10) days notice for non payment of premium due. 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 this Policy. 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 premiums shall be computed in accordance with the customary short rate tables and procedure. If the Company cancels, earned premiums shall be computed pro rata. Premium adjustments may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned premium is not a condition of cancellation.

If this Policy insures more than one Insured, cancellation may be effected by the first of such Named Insureds as 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 Insureds.

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

NUCLEAR ENERGY LIABILITY EXCLUSION

This Policy does not apply:

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

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

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

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

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

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

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

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

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

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

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

(3) "Source material", "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

(5) "Waste" means any waste material (a) containing byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6) (a) or (b) thereof;

(6) "Nuclear facility" means (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel or (iii) handling, processing, or packaging waste (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site; and all premises used for such operations;

(7) **"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;**

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

Harry E. Hoyt

HARRY E. HOYT, Secretary

Kenneth W. Woods

KENNETH W. WOODS, President

California Union Insurance Company
3700 Wilshire Boulevard, Ste. 520
Los Angeles, California 90010
(213) 480-4630 Telex 687-437

ATTACHED TO AND FORMING PART OF POLICY NO.

EFFECTIVE DATE SEPTEMBER 30,

NAMED INSURED FARMERS UNION CENTRAL EXCHANGE

SERVICE OF SUIT
(Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America 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 KENNETH WM. WOODS, President, or his nominee, of the Company at 3700 Wilshire Boulevard, Ste. 520, Los Angeles, California 90010 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or 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/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of 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.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

MY/jn/10/16/84

NO. CDE 1245
Renewal of No.
Rewrite of CDE 1188

DECLARATIONS – SPECIAL COVERAGE POLICY

STOCK COMPANY

☒ **REPUBLIC INSURANCE COMPANY**
☐ **VANGUARD INSURANCE COMPANY**

2727 TURTLE CREEK BOULEVARD, DALLAS, TEXAS 75219

Named Insured and Mailing Address

FARMERS UNION CENTRAL EXCHANGE, INC. &
ITS WHOLLY-OWNED SUBSIDIARIES & ALL OF
THEIR OPERATIONS & JOINT VENTURES OF
WHATSOEVER NATURE, WHERESOEVER LOCATED AS
ARE NOW OR HEREAFTER CONSTITUTED
5500 CENEX DRIVE
INVER GROVE HEIGHTS, MN 55075

Item 1. Policy Period: From September 30, 1984 To September 30, 1985

12:01 A.M., Standard Time at the address of the named Insured as stated herein.

Item 2. Premium: Advance Premium: $ 27,500
Rate: Flat

Minimum Premium: $ 27,500

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

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.

$5,000,000 each occurrence/aggregate Excess Of
$10,000,000 each occurrence/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 _____
Authorized

Date of Issue: 12/03/84 ld

CDE-2-(9-73)

ORIGINAL

[X] REPUBLIC INSURANCE COMPANY
[ ] VANGUARD 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 sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law, or assumed under contract 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 the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

Integrity Ins. Co.
Pol. #ISX 116224

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 Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupati 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) $5,000,000 ultimate net loss in all respect of each occurrence – subject to a limit of

(d) $5,000,000 in the aggregate for each annual period during the currency of this policy, separately in respe Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupat Disease sustained by any employees of the Assured.

DEFINITIONS

1. NAMED INSURED:

The words "Named Insured" includes The Named Insured Stated in The Declarations forming a part hereof and/or subsic associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has given to the Company.

2. INSURED:

The word "Insured" includes The Named Insured and/or any Officer, Director, Stockholder, Partner or Employee of The N Insured, while acting in his capacity as such.

CONDITIONS

PRIOR INSURANCE AND NON CUMULATION OF LIABILITY –

t is agreed that if any loss covered hereunder is also covered whole or in part under any other excess Policy issued to the ured prior to the inception date hereof the limit of liability on as stated in Insuring Agreements 2c and 2d shall be uced by any amounts due to the Insured on account of such under such prior insurance.

Subject to the foregoing paragraph and to all the other terms conditions of this Policy in the event that personal injury or perty damage arising out of an occurrence covered hereunder ontinuing at the time of termination of this Policy the Comy will continue to protect the Insured for liability in respect uch personal injury or property damage without payment of itional premium.

MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE –

This Policy is subject to the same terms, definitions, exclus and conditions (except as regards the premium, the amount limits of liability and except as otherwise provided herein) as contained in or as may be added to the Underlying Umbrella cies stated in Insuring Agreement 1 prior to the happening of occurrence for which claim is made hereunder.

t 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 given by or on behalf of the insured to Cravens, Dargan & Company and/or Southwest Adjustment and Survey Co. P. O. Box 1660, Houston, Texas 77251 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.

No. E 21-87133-25-02
21-099

NATIONAL FARMERS UNION PROPERTY & CASUALTY COMPANY

DENVER, COLORADO 80251

PA 71

A CAPITAL STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

DECLARATIONS

Item 1. **Named Insured** and Address: (No., Street, Town or City, County, State)

. Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

Item 2. Policy Period: (Mo. Day Yr.)

From September 30, 1984 to September 30, 1985

12:01 A.M., standard time at the address of the **named insured** as stated herein.

The **named insured** is:

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Other: Cooperative

Business of the **named insured** is: (ENTER BELOW)

Regional Farm Supply Cooperative

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

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 Part(s)	Coverage Part No(s).	Advance Premiums	Coverage Part(s)	Coverage Part No(s).	Advance Premiums
Automobile Medical Payments Insurance	CA 9903	$ Included	Hospital Professional Liability Insurance		$
Automobile Physical Damage Insurance (Dealers)		$	Manufacturers' and Contractors' Liability Insurance		$
Automobile Physical Damage Insurance (Fleet Automatic)		$	Owner's and Contractor's Protective Liability Insurance		$
mobile Physical Damage Insurance (Non-Fleet)		$	Owners', Landlords' and Tenants' Liability Insurance		$
Basic Automobile Liability Insurance		$	Personal Injury Liability Insurance		$
Completed Operations and Products Liability Insurance		$	Physicians', Surgeons' and Dentists' Professional Liability Insurance		$
Comprehensive Automobile Liability Insurance	CP 0010	$ Included	Premises Medical Payments Insurance		$
Comprehensive General Liability Insurance	1 6395a	$ 434,295	Special Protective and Highway Liability Insurance New York Department of Transportation		$
Comprehensive Personal Insurance		$	Storekeeper's Insurance		$
Contractual Liability Insurance		$	Uninsured Motorists Insurance See Spec. End. I		$ Included
Druggists' Liability Insurance		$	Personal Injury Protection See Spec. End. J		$ Included
Elevator Collision Insurance		$			
Farm Employers' Liability and Farm Employees' Medical Payments Insurance		$	Spec. Endorsement K		$ Included
Farmer's Comprehensive Personal Insurance		$			
Farmer's Medical Payments Insurance		$			
Garage Insurance	CA 0020	$ Included			

Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue: Special Endorsement A, #1,#2,#3,#4,#5,#6,#7,#8,#9,#10,#11,#12,#13,#14,#15, #16,#17,#18,#19,#20, Form MCS 90, CA 0122, CA 0132, CA 0254, AG0162, GL 0413, MV-4

Total Advance Premium for this policy: $434,295

* 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 $

Countersigned: 10-26-84 ts

*Not applicable in Texas

By _____
Authorized Representative

OTP6300-X-G
(6-79)

Ptd. in U.S.A.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS INSURANCE

A. **WORDS AND PHRASES WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for AUTO MEDICAL PAYMENTS INSURANCE:

1. **"Family member"** means a person related to **you** by blood, marriage or adoption who is a resident of **your** household, including a ward or foster child.
2. **"Occupying"** means in, upon, getting in, on, out or off.

B. **WE WILL PAY**

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an **insured** who sustains **bodily injury** caused by **accident. We** will pay only those expenses incurred within three years from the date of the **accident.**

C. **WE WILL NOT COVER — EXCLUSIONS**

This insurance does not apply to:

1. **Bodily injury** sustained by an **insured** while **occupying** a vehicle located for use as a premises.
2. **Bodily injury** sustained by **you** or any **family member** while **occupying** or struck by any vehicle (other than a covered **auto**) owned by **you** or furnished or available for **your** regular use.
3. **Bodily injury** sustained by any **family member** while **occupying** or struck by any vehicle (other than a covered **auto**) owned by or furnished or available for the regular use of any **family member.**
4. **Bodily injury** to **your** employee arising out of and in the course of employment by **you.** However, **we** will cover **bodily injury** to **your** domestic employees if not entitled to workers' compensation benefits.
5. **Bodily injury** to an **insured** while working in a business of selling, servicing, repairing or parking **autos** unless that business is **yours.**
6. **Bodily injury** caused by declared or undeclared war or insurrection or any of their consequences.
7. **Bodily injury** to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. **WHO IS INSURED**

1. **You** or any **family member** while **occupying** or, while a pedestrian, when struck by any **auto.**
2. Anyone else **occupying** a covered **auto** or a temporary substitute for a covered **auto.** The covered **auto** must be out of service because of its breakdown, repair, servicing, loss or destruction.

E. **OUR LIMIT OF LIABILITY**

Regardless of the number of covered **autos, insureds,** claims made or vehicles involved in the **accident,** the most **we** will pay for **bodily injury** for each **insured** injured in any one **accident** is the limit of AUTO MEDICAL PAYMENTS shown in the declarations.

F. **CHANGES IN CONDITIONS**

The CONDITIONS of the policy are changed for AUTO MEDICAL PAYMENTS INSURANCE as follows:

1. OUR RIGHT TO RECOVER FROM OTHERS does not apply.
2. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible auto medical payments insurance.

 Copyright, Insurance Services Office, 1977, 1979

CP 00 10 (Ed. 10-75)

COVERAGE PART

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

A 128 (Ed. 10-75)

For attachment to Policy No. 21-87133-25-02, to complete said policy.

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		Advance Premiums
C—Bodily Injury Liability	* thousand dollars each person	* thousand dollars each occurrence	$
D—Property Damage Liability	* thousand dollars each occurrence	See CP0324	$ Included

Form numbers of endorsements attached at issue

CA 0616, CP 0253, CP 0295, AG 0161, CA 0251, Form F
Special Endorsements B & C

$

Total Advance Premium $ Included

Description of Hazards						Advance Premiums	
1. Owned Automobiles — Premium Basis — Per Automobile						BI	PD
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		
Gross Payroll rated .753 per $100						Included	Included
2. Hired Automobiles — Premium Basis — Cost of Hire							
Estimated Total Cost of Hire For Each State Where the Named Insured Is Located. State		Estimated Total Cost Of Hire		Rates Per $100 Cost of Hire BI	PD		
Gross Payroll rated .753 per $100						Included	Included
3. Non-Owned Automobiles—Premium Basis—Total Number of Employees At All Locations							
Total Number of Employees At All Locations							
Gross Payroll rated .753 per $100						Included	Included
					Total Advance B.I. and P.D. Premiums	$ Included	$ Included

When used as a premium basis:

"cost of hire" is the total amount incurred for the hire of automobiles not including charges for services performed by motor carriers of property or passengers which are subject to the compulsory insurance requirements of any motor carrier law or regulation.

10-26-84 ts

(over)

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
GARAGE INSURANCE

SINGLE LIMIT OF LIABILITY

SCHEDULE

Coverages	Limits of Liability
Bodily Injury Liability and **Property Damage** Liability	1,000,000 each **occurrence**

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to **Bodily Injury** Liability and **Property Damage** Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) **automobiles** to which this policy applies, the company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

The limit of liability stated in the schedule of this endorsement as applicable to "each **occurrence**" is the total limit of the company's liability for all damages because of **bodily injury**, including damages for care and loss of services, or **property damage** as a result of any one **occurrence**, provided that with respect to any one **occurrence** for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for **bodily injury** liability and for **property damage** liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

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

21-87133-25-02
September 30, 1984

A330
(Ed. 1-74)

CA 06 16 (Ed. 1-74)

TRUCKMEN

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

Description of Automobile: All CENEX Transport Vehicles

It is agreed that the insurance applies with respect to the **automobile** described herein or designated in the policy as subject to this endorsement, subject to the following additional provisions:

(a) The loading and unloading limitation of paragraph (c) of the "Persons Insured" provision does not apply to any person or organization or any agent or employee thereof engaged in the business of transporting property by **automobile** for the **named insured** or for others.

(b) Except with respect to the **named insured** or an employee thereof, but subject otherwise to the "Persons Insured" provision, the insurance does not cover as an **insured** any person or organization, or any agent or employee thereof, engaged in the business of transporting property by **automobile** for the **named insured** or for others under any of the following conditions:

(1) if the **bodily injury** or **property damage** occurs while such **automobile** is not being used exclusively in the business of the **named insured** and over a route the **named insured** is authorized to serve by federal or public authority, but this limitation shall not apply to an **automobile** while en route, at the request of the **named insured**, to engage in such exclusive use and not transporting property for others; or

(2) if such person or organization so engaged is subject to the security requirements of any motor carrier law and satisfies any such requirements by any means other than automobile liability insurance; or

(3) if such person or organization so engaged is insured under an automobile liability insurance policy which affords coverage for **automobiles** hired by such person or organization but which does not insure on a direct primary basis the owners of such **automobiles** and the agents and employees of such owners while such **automobiles** are being used exclusively in the business of such person or organization and over a route such person or organization is authorized to serve by federal or public authority; or

(4) if such person or organization is an independent contractor so engaged in local pick-up or delivery operations for the **named insured** in a territory such person or organization is authorized to serve by federal or public authority;

provided, however, a driver or other person furnished to the **named insured** with an **automobile** hired by the **named insured** shall be deemed not to be an employee of the **named insured**. Paragraph (b) of this endorsement does not apply with respect to **owned automobiles** registered or principally garaged in Wisconsin.

(c) Except with respect to the **named insured** the insurance with respect to any **trailer** does not cover as an **insured** any rail, water or air carrier, or any agent or employee thereof, if the **bodily injury** or **property damage** occurs while the **trailer** is detached from an **automobile** used by the **named insured** and

(1) is being transported by such carrier, agent or employee or

(2) is being loaded on or unloaded from any unit of transportation used by such carrier, agent or employee.

(d) With respect to (1) any **automobile** of the commercial type while leased or loaned to any person or organization, other than the **named insured**, engaged in the business of transporting property by **automobile** for others, or (2) any hired **private passenger automobile**, or (3) any **non-owned automobile**, the insurance under this endorsement shall be excess insurance over any other valid and collectible insurance, whether primary, excess or contingent, available to the **insured**. Otherwise, the insurance under this endorsement is primary insurance.

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

AUTHENTIC

A330
(Ed. 1-74)

CP 02 53 (Ed. 1-74)

TERMINATION PROVISIONS AMENDMENT—MICHIGAN

It is agreed that, with respect only to such insurance as is afforded by the policy for bodily injury liability or property damage liability arising out of the ownership, maintenance or use of automobiles classified as private passenger automobiles:

A. The second sentence in the first paragraph of the "Cancellation" Condition is replaced by the following:

This policy may be cancelled by the company by mailing to the insured named in Item 1 of the declarations at his address last known to the company or its authorized agent, by certified mail, return receipt requested, written notice stating when not less than twenty days thereafter such cancellation shall be effective; except that this policy may be cancelled by the company by mailing to the insured named in Item 1 of the declarations at his address last known to the company or its authorized agent, by first class mail, written notice stating:

1. when not less than ten days thereafter such cancellation shall be effective, 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 his agent or indirectly under any premium finance plan, or
2. when not less than twenty days thereafter such cancellation shall be effective, if this policy has been in effect less than fifty-five days at the time notice of cancellation is mailed and this is not a renewal policy.

B. The following Condition is added or, if the policy contains a Condition so entitled, such Condition is replaced by the following:

Cancellation by Company Limited

After this policy has been in effect for fifty-five days or, if this policy is a renewal, effective immediately, the company shall not exercise its right to cancel the insurance unless:

1. during the fifty-five days following the date of original issue thereof the risk is unacceptable to the company; or
2. 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 finance plan; or
3. the named insured or any other operator, either resident of the same household or who customarily operates an automobile insured under this policy has had his operator's license suspended during the policy period and the revocation or suspension has become final.

This agreement shall apply to each successive policy period for which the company consents to renew or continue this policy but nothing herein shall obligate the company to renew or continue this policy beyond the expiration of any annual period commencing with its original effective date; provided that, if this policy is written without a fixed expiration date or for a policy period longer than one year, this policy may be terminated by the company for other causes effective on the expiration of any such annual period by mailing to the insured named in Item 1 of the declarations at his address last known to the company or its authorized agent, by first class mail, written notice of such termination not less than twenty days prior to the expiration of such annual period. 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.

C. The following Condition is added:

Renewal

If the company elects not to renew this policy, it shall mail to the insured named in Item 1 of the declarations, at his address last known to the company or its authorized agent, by first class mail, written notice of such nonrenewal not less than twenty 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 on such expiration date, if

(a) the named insured fails to pay the premium as required by the company for renewal or continuance of this policy, or

(b) the named insured has failed 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 finance plan.

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.

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

AUTHENTIC

CP 02 95 (Ed. 8-77)

TERMINATION PROVISIONS AMENDMENT—MINNESOTA

It is agreed that with respect only to such insurance as is afforded by the policy under any **Automobile** Coverage:

A. The "Cancellation" Condition is replaced by the following:

This policy may be cancelled by the insured named in Item 1 of the declarations 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 thirty days thereafter such cancellation shall be effective; provided that,

1. 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 finance plan or extension of credit, or
2. if this policy has been in effect less than sixty days at the time notice of cancellation is mailed and this is not a renewal policy,

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.

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 such insured or by the company shall be equivalent to mailing.

If such 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.

B. The following Condition is added or, if the policy contains a Condition so entitled, such Condition is replaced by the following:

Cancellation by Company Limited

After this policy has been in effect for sixty days or, if this policy is a renewal, effective immediately, the company shall not exercise its right to cancel the insurance unless:

1. 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 finance plan or extension of credit; or
2. the **named insured** or any other operator who either resides in the same household or customarily operates an **automobile** insured under this policy:
   (a) has, within the 36 months prior to the notice of cancellation, had his driver's license under suspension or revocation, or
   (b) is or becomes subject to epilepsy or heart attacks, and such individual does not produce a written opinion from a physician testifying to his medical ability to operate a motor vehicle safely, such opinion to be based upon a reasonable medical probability, or
   (c) has an accident record, conviction record (criminal or traffic), physical condition or mental condition, any one or all of which are such that his operation of an **automobile** might endanger the public safety, or
   (d) has been convicted, or forfeited bail, during the 24 months immediately preceding the notice of cancellation for criminal negligence in the use or operation of an **automobile**, or assault arising out of the operation of a motor vehicle, or operating a motor vehicle while in an intoxicated condition or while under the influence of drugs; or leaving the scene of an accident without stopping to report; or making false statements in an application for a driver's license, or theft or unlawful taking of a motor vehicle, or
   (e) has been convicted of, or forfeited bail for, one or more violations within the 18 months immediately preceding the notice of cancellation, of any law, ordinance, or regulation which justify a revocation of a driver's license; or
3. the policy was obtained through a material misrepresentation; or
4. any insured made a false or fraudulent claim or knowingly aided or abetted another in the presentation of such a claim; or
5. the **named insured** failed to disclose fully his motor vehicle accidents and moving traffic violations for the preceding 36 months if called for in his written application; or
6. the **named insured** failed to disclose in his written application any requested information necessary for the acceptance or proper rating of the risk; or
7. the **named insured** knowingly failed to give any required notice of **loss** or notice of lawsuit commenced against him, or, when requested, refused to cooperate in the investigation of a claim or defense of a lawsuit; or
8. the insured **automobile** is:
   (a) so mechanically defective that its operation might endanger public safety, or
   (b) used in carrying passengers for hire or compensation, provided however that the use of an **automobile** for a car pool shall not be considered use of an **automobile** for hire or compensation, or
   (c) used in the business of transportation of flammables or explosives, or
   (d) an authorized emergency vehicle, or
   (e) subject to an inspection law and has not been inspected or, if inspected, has failed to qualify within the period specified under such inspection law, or
   (f) substantially changed in type or condition during the policy period, increasing the risk substantially, or so as to give clear evidence of a use other than the original use;

provided that the company shall have the right to modify any physical damage coverage afforded by this policy (except coverage for **loss** caused by collision) by inclusion of a deductible not exceeding $100.

This agreement shall apply to each successive policy period for which the company consents to renew or continue this policy but nothing herein shall obligate the company to renew or continue this policy beyond the expiration of any annual period commencing with its original effective date; provided that, if this policy is written without a fixed expiration date or for a policy period longer than one year, this policy may be terminated by the company for any cause effective on the expiration of any such annual period by mailing or delivering (subject to the provisions of the laws of the State of Minnesota) to the insured named in Item 1 of the declarations at the address shown in this policy, written notice of such termination not less than sixty days prior to the expiration of such annual period.

C. The following Condition is added:

Renewal

If this policy is written for a policy period of less than one year, the company agrees that it will not refuse to renew except as of the expiration of a policy period which coincides with the end of an annual period commencing with its original effective date.

If the company elects not to renew this policy, it shall mail or deliver (subject to the provisions of the laws of the State of Minnesota) 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 sixty 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 the renewal policy, 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
2. on the effective date of any other **automobile** insurance policy procured by the insured with respect to any **automobile** designated in both policies.

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

AG 01 61 (Ed. 1-74)

AMENDMENT OF POLICY PROVISIONS—WISCONSIN

When this policy is issued or delivered in the State of Wisconsin it is agreed that:

1. Paragraph (a) of the Condition entitled "Insured's Duties in the Event of Occurrence, Claim or Suit" is amended to read:

Insured's Duties in the Event of Occurrence, Claim or Suit

(a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents within 20 days following the date of the **occurrence**; provided, that failure to give such notice within the time specified shall not invalidate any claim made by the **insured** if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that such notice was given as soon as reasonably possible.

2. Paragraph (b) of the Automobile Physical Damage Insurance Condition entitled "Named Insured's Duties in Event of Loss" is amended to read:

(b) give notice thereof (i) to the company or any of its authorized agents within 20 days following the date the **loss** occurs, provided that failure to give such notice within the time specified shall not invalidate any claim made by the **named insured** if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that such notice was given as soon as reasonably possible, and also (ii) in the event of theft or larceny, promptly to the police;

3. The Condition entitled "Changes" is amended to read:

Changes: The terms of this policy shall not be changed, except by endorsement issued to form a part of this policy.

Knowledge of an agent of the company at the time this policy is issued or an application made shall be knowledge of the company, and any fact which breaches a condition of the policy and is known to the agent when the policy is issued or the application made shall not void the policy or defeat a recovery thereon in the event of loss.

4. The following paragraph is added to the Condition entitled "Declarations":

No oral or written statement, representation or warranty made by the **insured** or in his behalf in the negotiation of this policy shall be deemed material or defeat or avoid the policy, unless such statement, representation or warranty was false and made with intent to deceive, or unless the matter misrepresented or made a warranty increased the risk or contributed to the loss. No breach of a warranty in this policy shall defeat or avoid this policy unless the breach of such warranty increased the risk at the time of the loss, or contributed to the loss, or existed at the time of the loss.

5. With respect only to such insurance as is afforded by the policy for **bodily injury** liability or **property damage** liability arising out of the ownership, maintenance or use of motor vehicles:

(a) The company shall not cancel nor refuse to renew this policy solely because of the age, residence, race, color, creed, national origin, ancestry or occupation of any person who is an **insured** under this policy.

(b) If the **named insured** is an individual, the "Persons Insured" provision is amended to include as an **insured** any person using a motor vehicle owned by the **named insured** which is designed to transport or draw persons or property on the public highways with the permission of an adult member of the **named insured's** household other than a chauffeur or domestic servant, and any other person or organization but only with respect to his or its liability because of acts or omissions of such an **insured**.

6. If an action for **bodily injury** or **property damage** is brought in Wisconsin, the Condition entitled "Action Against Company" is amended to read:

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

Any person or organization or the legal representative thereof who has secured a judgment against the **insured** shall be entitled to recover under this policy to the extent of the insurance afforded by this policy. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

7. The following Conditions are added:

A. Cancellation by Company Limited

After this policy has been in effect for sixty days or, if this policy is a renewal, effective immediately, the company shall not exercise its right to cancel the insurance unless 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 finance plan or extension of credit.

This agreement shall apply to each successive policy period for which the company consents to renew or continue this policy but nothing herein shall obligate the company to renew or continue this policy beyond the expiration of any annual period commencing with its original effective date, provided that, if this policy is written without a fixed expiration date or for a policy period longer than one year, this policy may be terminated by the company effective on the expiration of any such annual period by mailing to the **insured** named in Item 1 of the declarations at the address shown in this policy, written notice of such termination not less than thirty days prior to the expiration of such annual period. 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.

Notwithstanding the failure of the company to comply with the foregoing provisions of this Condition, this policy shall terminate 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.

B. Renewal

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 thirty 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.

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

AUTHENTIC

CA 02 51 (Ed. 1-74)

TERMINATION PROVISIONS AMENDMENT—COMMERCIAL AUTOMOBILES—NEBRASKA

It is agreed that, with respect only to such insurance as is afforded by the policy for **automobile** liability coverages arising out of the ownership, maintenance or use of **automobiles** classified as commercial **automobiles:**

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 declarations 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 by registered or certified mail to the **insured** named in Item 1 of the declarations at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective; provided that,

1. 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 finance plan or extension of credit, or
2. if this policy has been in effect less than sixty days at the time notice of cancellation is mailed and this is not a renewal policy,

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 by such **insured** shall be equivalent to mailing.

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

AUTHENTIC

Form F

UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE ENDORSEMENT

It is agreed that:

1. The certification of the policy, as proof of financial responsibility under the provisions of any State motor carrier law or regulations promulgated by any State Commission having jurisdiction with respect thereto, amends the policy to provide insurance for automobile bodily injury and property damage liability in accordance with the provisions of such law or regulations to the extent of the coverage and limits of liability required thereby; provided only that 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 by reason of the obligation assumed in making such certification.
2. The Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance has been filed with the State Commissions indicated on the reverse side hereof.
3. This endorsement may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the insured giving thirty (30) days' notice in writing to the State Commission with which such certificate has been filed, such thirty (30) days' notice to commence to run from the date the notice is actually received in the office of such Commission.

Attached to and forming part of policy No. 21-87133-25-02 issued by Nat'l Farmers Union Property & Casualty Co., herein called Company, of 12025 E. 45th Avenue, Denver, Colorado 80251 to Farmers Union Central Exchange of Inver Grove Heights, Minnesota.

Dated at Denver, Colorado this 26 day of October 1984.

Countersigned by _____
Authorized Company Representative

This form determined by the National Association of Railroad and Utilities Commissioners and promulgated by the Interstate Commerce Commission pursuant to the provisions of Section 202(b) (2) of the Interstate Commerce Act (49 U.S.C., Sec. 302 (b) (2)).

(REVERSE SIDE OF UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE ENDORSEMENT)

√-- Indicates State Commissions with whom uniform motor carrier bodily injury and property damage liability certificate of insurance has been filed.

XX	Alabama	XX	Illinois	XX	Montana		Rhode Island
	Alaska	XX	Indiana	XX	Nebraska		South Carolina
	Arizona	XX	Iowa		Nevada	XX	South Dakota
XX	Arkansas	XX	Kansas	XX	New Hampshire	XX	Tennessee
XX	California	XX	Kentucky		New Jersey	XX	Texas
XX	Colorado		Louisiana	XX	New Mexico	XX	Utah
XX	Connecticut		Maine	XX	New York		Vermont
	Delaware		Maryland		North Carolina		Virginia
	District of Columbia		Massachusetts	XX	North Dakota	XX	Washington
	Florida	XX	Michigan	XX	Ohio		West Virginia
XX	Georgia	XX	Minnesota	XX	Oklahoma	XX	Wisconsin
	Hawaii	XX	Mississippi	XX	Oregon		Wyoming
XX	Idaho	XX	Missouri		Pennsylvania	XX	British Columbia

SPECIAL ENDORSEMENT B

It is hereby agreed that the following deductibles apply to the above policy:

Coverages	Deductibles
Comprehensive Automobile Liability and Comprehensive General Liability	$100,000 per occurrence $600,000 annual aggregate

It is further agreed that there will be no deductibles applied to any losses under the following coverages:

Automobile Medical Payments

Personal Injury Protection

UM / UIM missing

It is further agreed that when payments are made on any claim, the Insured shall be billed at that time. The Insured will then remit payment to National Farmers Union Property and Casualty Company on a monthly basis. Loss payments billed to the Insured will include loss adjustment expenses that are attributable to the Company claims adjustors and independent adjustors performing the same duties as Company claims adjustors. These expenses include, but are not limited to outside attorneys' fees, expert witness fees, medical reports, etc.

All other conditions remain the same.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

SPECIAL ENDORSEMENT C

In consideration of the premium charged, it is understood and agreed that the following exclusion under the Comprehensive Automobile Liability Insurance Coverage form CP 0010, Section II, PERSONS INSURED, Item (d), Paragraph (iv) shall not apply as respects utility trailers, camper trailers, mobile home trailers and other similar type trailers designed for use with a private passenger automobile. Paragraph (iv) referred to in this paragraph is as stated below:

(iv) any person or organization, other than the Named Insured, with respects 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.

All other conditions remain the same.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

COVERAGE PART

L 6395a
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. 21-87133-25-02, 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		Advance Premiums
	each occurrence	aggregate	
A—Bodily Injury Liability	$	$	$
B—Property Damage Liability $1,000,000 CSL each occurrence $2,000,000 annual aggregate as respects products liability, GL0404	$	$	$ Included
Form numbers of endorsements attached at issue Special Endorsements B,D,E,F,G, CP 0559, G 114a, G114b		Total Advance Premium	$ Included

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates B.I.	Rates P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations Gross Payroll Rated .753 per $100		(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		Included	Included
Escalators (Number at Premises)		Number Insured	Per Landing		Included	Included
Independent Contractors		Cost	Per $100 of Cost		Included	Included
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts		Included	Included
Products		(b) Sales	(b) Per $1,000 of Sales		Included	Included
			Total Advance B.I. and P.D. Premiums			

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

Schedule

Personal Injury and Advertising Injury Liability
Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein:
Limit of Liability $_____ Aggregate.

Limit of Liability—Premises Medical Payments Coverage: $1,000 each person unless otherwise indicated herein:
$_____each person.

Limit of Liability—Fire Legal Liability Coverage: $50,000 per occurrence unless otherwise indicated herein:
$_____per occurrence.

Premium Basis	Advance Premium
_____% of the Total Comprehensive General Liability Bodily Injury and Property Damage Premium as Otherwise Determined.	$ Included
MINIMUM PREMIUM $ Included	

I. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of **incidental contract** is extended to include any oral or written contract or agreement relating to the conduct of the **named insured's** business.

(B) The insurance afforded with respect to liability assumed under an **incidental contract** is subject to the following additional exclusions:

(1) to **bodily injury** or **property damage** for which the **insured** has assumed liability under any **incidental contract**, if such injury or damage occurred prior to the execution of the **incidental contract**;

(2) if the **insured** is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of the rendering of or the failure to render professional services by such **insured**, including

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

(b) supervisory, inspection or engineering services;

(3) if the indemnitee of the **insured** is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

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

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

(5) to **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

(D) The following additional condition applies:

Arbitration
The company shall be entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

SPECIAL ENDORSEMENT D

In consideration of the premium charged, it is understood and agreed the following provision is removed from the Comprehensive General Liability Coverage Part L 6395a:

> Part II - PERSONS INSURED (e) (i) bodily injury to any fellow employee of such person injured in the course of his employment.

All other conditions remain the same.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

SPECIAL ENDORSEMENT E

It is hereby agreed that National Farmers Union Property and Casualty Company as Insurer under the above policy, waives the right to assert the exclusion under Comprehensive General Liability Insurance Coverage form L 6395a subsection (k) of Section I which states "this insurance does not apply to property damage to 3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control."

This waiver applies to situations in which the insured is exposed to claims for damage arising out of its activities while pumping LP gas or similar fluids, fluids from overturned railroad cars, tank trucks or trailer tanks as an accommodation to the owner of said unit.

It is further agreed that, prior to engaging in such an activity, the Insured will take all steps practicable to obtain a release of liability or hold-harmless agreement from the owner of said tank of container.

All other conditions remain the same.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

SPECIAL ENDORSEMENT F
SEVERABILITY OF INTERESTS ENDORSEMENT

The inclusion of more than one Corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such Corporation, person, organization, firm or entity either as respects any claim, demand, suit or judgement made, brought or recovered, by or in favor of any other insured, or by, or in favor of, any employee of such other insured. This policy shall protect each Corporation, person, organization, firm, or entity in the same manner, as though a separate policy had been issued to each, but nothing herein shall operate to increase the Company's Liability as set forth elsewhere in this policy beyond the amount or amounts for which the Company would have been liable if only one person or interest had been named as insured.

All other conditions remain the same.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

SPECIAL ENDORSEMENT G

In consideration of the premium charged, Item III, 2, 3, and 4, Contractual Liability, are amended to read as follows:

I. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of incidental contract is extended to include any contract or agreement relating to the conduct of the named insured's business.

(B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:

(1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;

(2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including

(a) the preparation or approval of maps, drawings, opinions, reported surveys, change orders, designs or specifications, and

(b) supervisory, inspection or engineering services;

(3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specification, or

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

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

(5) to bodily injury or property damage arising out of operations, within 50 feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

(D) The following additional condition applies:

ARBITRATION

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

All other conditions remain the same.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

CP 05 59 (Ed. 10-73)
E 008
MICHIGAN PROPERTY PROTECTION INSURANCE

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

PROPERTY PROTECTION COVERAGE

The Company will pay, in accordance with Chapter 31 of the Michigan Insurance Code, for damage to tangible property caused by accident and arising out of the ownership, operation, maintenance or use, including loading and unloading, of the insured motor vehicle as a motor vehicle.

Exclusions

This insurance does not apply to damage to

(a) any property while the insured motor vehicle is located for use as a residence or premises;

(b) the property of any person while such person is using the insured motor vehicle without the express or implied consent of the named insured;

(c) any property owned by the named insured or a relative if such named insured or relative was the owner, registrant or operator of a vehicle involved in the motor vehicle accident out of which the property damage arose;

(d) any vehicle or trailer, or the contents of either, operated or designed for operation on a public highway by power other than muscular power, unless such vehicle or trailer is not an inusred motor vehicle but is damaged by an insured motor vehicle and is parked in such a way as not to cause unreasonable risk of the damage which occurred;

(e) any property suffered or caused intentionally by the claimant;

(f) any property as a result of an accident involving a motor vehicle not owned by the named insured or any relative which is being operated by the named insured or any relative to the extent that security as required under Chapter 31 of the Michigan Insurance Code has been provided by or on behalf of the owner or registrant of such motor vehicle;

(g) any property accepted for transportation by a named insured who is a motor carrier as defined in Chapter 475 of the Michigan Compiled Laws, if a certificate of insurance or other evidence of security has been filed by or on behalf of such motor carrier with any local, state or federal regulatory authority, to the extent that such insurance or other security is provided for such property or would be provided except for the application of a deductible.

Definitions

When used in reference to this insurance:
"damage" means accidental physical injury to or destruction of tangible property including the loss of use of such injured or destroyed property;
"insured motor vehicle" means
(a) a motor vehicle owned by the named insured with respect to which
    1. the property damage liability insurance of the policy applies and for which a specific premium is charged, and
    2. the named insured is required to maintain security under Chapter 31 of the Michigan Insurance Code, or
(b) a motor vehicle operated by the named insured or any relative which is not owned by such named insured or relative and to which the property damage liability insurance of the policy applies;
"motor vehicle" means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than two wheels;
"named insured" means the person or organization named in the declarations;
"relative" means a person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured.

Policy Period; Territory

This insurance applies only to accidents which occur during the policy period in the State of Michigan.

Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vehicles to which this insurance applies, the total limit of the Company's liability under this policy for all damage arising from one accident shall not exceed $1,000,000.

Subject to the foregoing, the Company's liability for property protection benefits shall not exceed the lesser of reasonable repair costs or replacement costs less depreciation and, where applicable, the value of loss of use.

CONDITIONS

1. Action Against the Company. No action shall lie against the Company unless, as a conditions precedent thereto, there shall have been full compliance with all the terms of this endorsement, provided further that an action for recovery of property protection benefits payable under this insurance may not be commenced later than 1 year after the date of accident.

2. Notice. In the event of an accident, written notice containing particulars sufficient to identify the damaged property, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of the person who sustains loss to the Company or any of its authorized agents as soon as practicable.

3. Duties in Event of Loss. In the event of loss

   (a) the property shall be protected and any further loss due to failure to protect shall not be recoverable under this insurance; however, reasonable expenses incurred in affording such protection shall be deemed incurred at the Company's request;

   (b) within a reasonable time after loss, sworn proof of loss in such form and including such information as the Company may reasonably require shall be filed with the Company and, upon the Company's request, the damaged property shall be exhibited and the owner or bailee thereof shall submit to examination under oath.

4. Reimbursement and Trust Agreement. Subject to any applicable limitations set forth in Chapter 31 of the Michigan Insurance Code, in the event of any 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 judgement that may result from the exercise of any right of recovery of such person against any person ~~or organization~~ legally responsible for the property damage because of which such payment is made, and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such property damage, his agent, his insurer, or a court having jurisdiction in the matter;

   (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 such damage;

   (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

   (d) such person shall execute and deliver to the Comany such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

5. Multiple Policies; Non-Duplication of Benefits. Regardless of the number of motor vehicles insured or insurers (including self-insurers) providing security in accordance with Chapter 31 of the Michigan Insurance Code, or the provisions of any other law providing for direct benefits without regard to fault for motor or any other vehicle accidents, no person shall recover duplicate benefits for the same expenses or loss.

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

ADDITIONAL INSURED

(Vendors — Limited Form) (G114) a

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, or any distribution or sale for a purpose, unauthorized by the **named insured**;

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

(i) any act of the vendor which changes the condition of the products,

(ii) any failure to maintain the product in merchantable condition,

(iii) any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products, 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;

(c) **bodily injury** or **property damage** occurring within the vendor's premises.

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	PRODUCT
Sears, Roebuck and Company	Seeds, Fertilizer and Soil Conditioner

POLICY NUMBER	INSURED	EFFECTIVE
21-87133-25-02	Farmers Union Central Exchange, Inc. - PAX	09-30-84

PRODUCER

CENEX INSURANCE AGENCY

COUNTERSIGNATURE OF AUTHORIZED AGENT

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

ADDITIONAL INSURED

(Vendors — Limited Form) (G114) b

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, or any distribution or sale for a purpose, unauthorized by the **named insured**;

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

(i) any act of the vendor which changes the condition of the products,

(ii) any failure to maintain the product in merchantable condition,

(iii) any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products, 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;

(c) **bodily injury** or **property damage** occurring within the vendor's premises.

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

Frank's Nursery Sales, Inc.
P. O. BOX 6317
Detroit, Michigan 48234

POLICY NUMBER	INSURED	EFFECTIVE
21-87133-25-02	Farmers Union Central Exchange, Inc.	09-30-84

PRODUCER

CENEX INSURANCE AGENCY

COUNTERSIGNATURE OF AUTHORIZED AGENT

GARAGE INSURANCE

AUTHENTIC A 109 (Ed. 1-74)

For attachment to Policy No. 21-87133-25-02,
to complete said policy.

SCHEDULE

Item 1. The insurance afforded is only with respect to such of the following coverages and hazards thereunder 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		Hazards	Limits of Liability	Advance Premiums
Garage Liability	G—Bodily Injury Liability	Garage operations including Automobile Hazard 1	See CP 0324	$ Included
		Automobile Hazard 2	thousand dollars each person	$
			thousand dollars each occurrence	$
	H—Property Damage Liability	Garage operations including Automobile Hazard 1	See CP 0324	$ Included
		Automobile Hazard 2	thousand dollars each occurrence subject to $100 deductible as set forth in Limits of Liability provision	$
				$
Expenses for Medical Services	I—Automobile Medical Payments	Premium Rate: Percentage of Coverage G Premium %	$1,000 dollars each person	$ Included
	I & J—Automobile & Premises Medical Payments	%	dollars each person	$
Garagekeepers' Legal Liability	K-1—Fire and Explosion	Specific limit per location as stated in Item 3 subject to:		$ Excluded
	K-2—Theft of the entire automobile			$ Excluded
	K-3—Riot and Vandalism	Coverage K-3—$25 vandalism deductible		$ Excluded
	K-4—Collision or Upset	Coverage K-4—$ deductible—Limit of liability includes $5000 limit for loss to property other than automobiles		$ Excluded
Form numbers of endorsements attached at issue				$ Included
Special Endorsement H			Total Advance Premium	$

Item 2. (a) All **automobiles** owned by the **named insured** are used principally in **garage operations** of the **named insured**, except **automobiles** (1) assigned to the **named insured**, a partner therein or a member thereof, or an executive officer thereof, or, if a resident of the same household, the spouse of any of them or (2) furnished to any person or organization named in paragraph (b) below.

(b) **Automobiles** owned by the **named insured** are furnished to the following persons or organizations for their regular use for other business purposes or for non-business purposes (do not list the **named insured**, any partner, member, executive officer or, if a resident of the same household, the spouse of any of them, unless more than one **automobile** is furnished concurrently to such person and then show only the number of **automobiles** so furnished in excess of one):

NAME—NUMBER OF SUCH AUTOMOBILES — NAME—NUMBER OF SUCH AUTOMOBILES

Item 3. The following are the addresses of all **premises** where the **named insured** conducts **garage operations.** (If more than two, see Schedule attached.)

Garage Liability

Loc. #	Address (Show main sales location, if any, as location No. 1)	Premium Basis Class	Premium Basis Remuneration	Rates Coverage G Per $100 of Remuneration	Rates Coverage H Per $100 of Remuneration	Advance Premium Coverage G	Advance Premium Coverage H
1	Excluded	A		$	$	$	$
		B		$	$		
		C		$	$		
		Total Furnished Automobile		$ †	$ †		
XXX				$	$	$	$
2		A		$	$	$	$
		B		$	$		
		C		$	$		
		Total Furnished Automobile		$ †	$ †		
XX				$	$	$	$

Loc. #	Garagekeepers' Legal Liability: Maximum No. of Customers' Automobiles Stored	Limit of Liability	Minimum Premiums: Coverage G	Coverage H	Coverage I	Coverage I & J
		thousand dollars	$	$	$	$
		thousand dollars	†Per Automobile			

en used as a premium basis:
muneration" means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the **named insured**, subject to an rage weekly maximum of $100, and (b) the remuneration of each Class B person at a fixed amount of $2,000 per annum with respect to Dealer Risks (Hazard 1) or $5,200 annum with respect to Non-Dealer Risks (Hazard 2).
Class A" means all clerical office employees
Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an tive proprietor or officer) who customarily drive an **automobile** owned by the **named insured**; and all salesmen, general managers, service managers and chauffeurs
Class C" means all other employees.

IRAGE LIABILITY

VI G—BODILY INJURY LIABILITY; COVERAGE H—PROPERTY DAMAGE LIABILITY

company will pay on behalf of the **insured** all sums which the **insured** shall ne legally obligated to pay as damages because of

G. **bodily injury** or H. **property damage**

ch this insurance applies, caused by an **accurrence** and arising out of **garage opera-** including only the **automobile hazard** for which insurance is afforded as indicated in

(1) property owned by, rented to or held for sale by the **insured**, or
(2) property in the care, custody or control of or being transported by the **insured** or property as to which the **insured** is for any purpose exercising physical control;

but part (2) of this exclusion does not apply to **property damage** arising out of the ownership, maintenance or use at the **premises** of any **automobile** servicing hoist designed to raise the entire **automobile**, or to such insurance as is afforded for the use of **elevators** at the **premises**;

(h) to **property damage** to **premises** alienated by the named insured

SPECIAL ENDORSEMENT H

It is hereby agreed that coverage G & H of Garage Insurance, CA 0020, are subject to the policy deductible of $100,000 per occurrence and that there is no physical damage coverage as specified on K1, K2, K3 & K4 of CA 0020, Garage Insurance.

All other conditions remain the same.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

SPECIAL ENDORSEMENT I

It is hereby agreed that the following Uninsured Motorists endorsement apply to the policy:

State	Endorsement	Limits of Liability
California	CA 2X17, CP 0451	60,000 BI/PD
Colorado	CA 2X17	50,000 BI
Idaho	CA 2X17	50,000 BI
Illinois	CA 2X17	30,000 BI
Indiana	CA 2X17	50,000 BI
Iowa	CA 2112	40,000 BI
Kansas	CA 2137	50,000 BI
Michigan	CA 2X17	40,000 BI
Minnesota	CA 2X17	50,000 BI
Missouri	CA 2X17	50,000 BI
Montana	CA 2X17	50,000 BI
Nebraska	CA 2X17	50,000 BI
New Hampshire	CA 2X17	50,000 BI
New York	A472a, CP 0459	30,000 BI
North Dakota	CA 2X17	50,000 BI
Oklahoma	CA 2118	20,000 BI
Oregon	CA 2X17	50,000 BI
South Dakota	CA 2141	40,000 BI
Utah	CA 2x17	40,000 BI
Washington	CA 2X17	50,000 BI
Wisconsin	CA 2X17	50,000 BI
Wyoming	CA 2123	20,000 BI

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS INSURANCE

A. WORDS AND PHRASES WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

1. **"Family member"** means a person related to **you** by blood, marriage or adoption who is a resident of **your** household, including a ward or foster child.
2. **"Occupying"** means in, upon, getting in, on, out or off.
3. **"Uninsured motor vehicle"** means a land motor vehicle or trailer:
   a. For which no liability bond or policy at the time of an **accident** provides at least the amounts required by the applicable law where a covered **auto** is principally garaged, or
   b. For which the sum of all liability bonds or policies at the time of an **accident** provides at least the amounts required by the applicable law where a covered **auto** is principally garaged but their limits are less than the limit of this insurance, or
   c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or
   d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an **insured**, a covered **auto** or a vehicle an **insured** is **occupying**.

   However, **"uninsured motor vehicle"** does not include any vehicle:
   a. Owned or operated by a self-insurer under any applicable motor vehicle law.
   b. Owned by a governmental unit or agency.
   c. Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

1. **We** will pay all sums the **insured** is legally entitled to recover as damages from the owner or driver of an **uninsured motor vehicle**. The damages must result from **bodily injury** sustained by the **insured** caused by an **accident**. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the **uninsured motor vehicle**.
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered **auto** is principally garaged, **we** will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a suit brought without **our** written consent is not binding on **us**.

C. WE WILL NOT COVER — EXCLUSIONS

This insurance does not apply to:

1. Any claim settled without **our** consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. **Bodily injury** sustained by **you** or any **family member** while **occupying** or struck by any vehicle owned by **you** or any **family member** which is not a covered **auto**.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED

1. **You** or any **family member**.
2. Anyone else **occupying** a covered **auto** or a temporary substitute for a covered **auto**. The covered **auto** must be out of service because of its breakdown, repair, servicing, loss or destruction.
3. Anyone for damages he is entitled to recover because of **bodily injury** sustained by another **insured**.

E. OUR LIMIT OF LIABILITY

1. Regardless of the number of covered **autos**, **insureds**, claims made or vehicles involved in the **accident**, the most **we** will pay for all damages resulting from any one **accident** is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.
2. Any amount payable under this insurance shall be reduced by:
   a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and
   b. All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.
3. Any amount paid under this insurance will reduce any amount an **insured** may be paid under the policy's LIABILITY INSURANCE.

F. CHANGES IN CONDITIONS

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:

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CP 04 51 (Ed. 1-74)
CALIFORNIA AMENDMENT

It is agreed that:

1. Exclusion (c) is amended to read as follows:

   so as to inure directly or indirectly to the benefit of any workers' compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workers' compensation, disability benefits law or any similar law or directly to the benefit of the United States or any state of political subdivision thereof.

2. Subsections (b), (c), and (d) of the provision entitled "Limits of Liability" are replaced by the following:

   (b) Any loss payable under the terms of this insurance to or for any person shall be reduced by:

   (1) the amount paid and the present value of all amounts payable to him under any workers' compensation law, exclusive of non-occupational disability benefits;

   (2) the amount the insured is entitled to recover from any other person insured under the bodily injury liability coverage of the policy; and

   (3) all sums paid by or on behalf of the owner or operator of the uninsured highway vehicle and any other person or organization jointly or severally liable together with such owner or operator for bodily injury to an insured.

   (c) 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 Automobile Medical Payments Coverage of the policy.

3. Paragraph (a) of the definition of "uninsured highway vehicle" is amended to read as follows:

   (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 refuses to admit coverage thereunder except conditionally or with reservation or such company is or becomes insolvent; or

4. The Condition entitled "Other Insurance" is replaced by the following:

Other Insurance

With respect to bodily injury to any insured occupying a highway vehicle (other than a highway vehicle which is owned by the named insured) to which the bodily injury liability coverage of the policy applies, the insurance hereunder shall not apply if the owner of such vehicle has insurance similar to that provided for herein.

Subject to the preceding paragraph, if the insured has other similar insurance available to him, any damages including damages for care and loss of services because of bodily injury shall be deemed not to exceed the higher of the applicable limits of the respective coverages and such damages including damages for care and loss of services because of bodily injury shall be pro-rated between such coverages in such proportion as each coverage bears to the total of such limits.

5. The Conditions entitled "Arbitration" is amended to read as follows:

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 a single neutral arbitrator, and judgment upon the award rendered by the arbitrator 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 the arbitrator pursuant to this insurance.

6. The Conditions entitled "Action Against Company" is amended to read as follows:

Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of his policy nor unless within one year from the date of the accident.

(a) suit for bodily injury has been filed against the uninsured motorists in a court of competent jurisdiction, or

(b) agreement as to the amount due under this insurance has been concluded, or

(c) the insured or his legal representative has formally instituted arbitration proceedings.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED AND UNDERINSURED MOTORISTS INSURANCE (IOWA)

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	Policy No.
September 30, 1984	21-87133-25-02
Named Insured Farmers Union Central Exchange, Inc.	Countersigned by (Authorized Representative)

Bodily Injury	$ 40,000	Each Accident

The definition of **"uninsured motor vehicle"** in this endorsement applies in its entirety unless an "X" is entered below:

☐ If an "X" is entered in this box paragraph b. of the definition of **"uninsured motor vehicle"** does not apply.

☐ If an "X" is entered in this box only paragraph b. of the definition of **"uninsured motor vehicle"** applies.

A. **WORDS AND PHRASES WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED AND UNDERINSURED MOTORISTS INSURANCE:

1. **"Family member"** means a person related to **you** by blood, marriage or adoption who is a resident of **your** household, including a ward or foster child.
2. **"Occupying"** means in, upon, getting in, on, out or off.
3. **"Uninsured motor vehicle"** means a land motor vehicle or trailer:
   a. For which no liability bond or policy at the time of an **accident** provides at least the amounts required by the Iowa Motor Vehicle and Safety Responsibility Act, or
   b. For which the sum of all liability bonds or policies at the time of an **accident** provides at least the amounts required by the Iowa Motor Vehicle and Safety Responsibility Act but their limits are less than the limit of this insurance, or
   c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or
   d. Which is a hit-and-run vehicle and neither the driver nor owner is identifiable. The vehicle must hit an **insured**, a covered **auto** or a vehicle an **insured** is **occupying**.

   However, **"uninsured motor vehicle"** does not include any vehicle:
   a. Owned or operated by a self-insurer under any applicable motor vehicle law.
   b. Owned by a governmental unit or agency.
   c. Designed for use mainly off public roads while not on public roads.

B. **WE WILL PAY**

1. **We** will pay all sums the **insured** is legally entitled to recover as damages from the owner or driver of an **uninsured motor vehicle.** The damages must result from **bodily injury** sustained by the **insured** caused by an **accident.** The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the **uninsured motor vehicle.**
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered **auto** is principally garaged, **we** will pay only after all liability bonds or policies have been exhausted by judgments or payments.

C. **WE WILL NOT COVER—EXCLUSIONS**

This insurance does not apply to:

1. Any claim settled without **our** consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. **WHO IS INSURED**

1. **You** or any **family member.**
2. Anyone else **occupying** a covered **auto** or a temporary substitute for a covered **auto.** The covered **auto** must be out of service because

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS INSURANCE (KANSAS)

A. WORDS AND PHRASES WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

1. **"Family member"** means a person related to **you** by blood, marriage or adoption who is a resident of **your** household, including a ward or foster child.

2. **"Occupying"** means in, upon, getting in, on, out or off.

3. **"Uninsured motor vehicle"** means a land motor vehicle or trailer:
   a. For which no liability bond or policy at the time of an **accident** provides at least the amounts required by Kansas law, or
   b. Which is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle for which the sum of all liability bonds or policies at the time of an **accident** provides at least the amounts required by Kansas law, but their limits are less than the limit of this insurance, or
   c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or
   d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
      (1) hit an **insured,** a covered **auto** or a vehicle an **insured** is **occupying;** or
      (2) cause **bodily injury** to an **insured** without hitting an **insured,** a covered **auto** or a vehicle an **insured** is **occupying,** provided the facts of the **accident** can be corroborated by competent evidence other than the testimony of any person having a claim under this or any other similar insurance as the result of such **accident.**

   However, **"uninsured motor vehicle"** does not include any vehicle:
   a. Owned or operated by a self-insurer under any applicable motor vehicle law.
   b. Owned by a federal governmental unit or agency.
   c. Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

1. **We** will pay all sums the **insured** is legally entitled to recover as damages from the owner or driver of an **uninsured motor vehicle.** The damages must result from **bodily injury** sustained by the **insured** caused by an **accident.** The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the **uninsured motor vehicle.**
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered **auto** is principally garaged, **we** will pay only after all liability bonds or policies have been exhausted by judgments or payments.

C. WE WILL NOT COVER—EXCLUSIONS

This insurance does not apply to:

1. Any claim settled or judgment reached without **our** consent if the settlement or judgment prejudices **our** right to recover payment.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. **Bodily Injury** sustained by an **insured** while **occupying** or struck by any vehicle owned by the **insured** which is not a covered **auto.**

D. WHO IS INSURED

1. **You** or any **family member.**
2. Anyone else **occupying** a covered **auto** or a temporary substitute for a covered **auto.** The covered **auto** must be out of service because of its breakdown, repair, servicing, loss or destruction.
3. Anyone for damages he is entitled to recover because of **bodily injury** sustained by another **insured.**

E. OUR LIMIT OF LIABILITY

1. Regardless of the number of covered **autos, insureds,** claims made or vehicles involved in the **accident,** the most **we** will pay for all damages resulting from any one **accident** is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations. **We** will apply the limit shown in the declarations to first provide the separate limits required by Kansas law as follows:
   a. $25,000 for **bodily injury** to any one person caused by any one **accident** and

NEW YORK AUTOMOBILE ACCIDENT INDEMNIFICATION ENDORSEMENT

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

INSURING AGREEMENTS

I. Damages for Bodily Injury Caused by Uninsured Automobiles: 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 automobile because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured, caused by accident arising out of the ownership, maintenance or use of such uninsured automobile; provided, for the purposes of this endorsement, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

II. Definitions:

(a) **Insured.** The unqualified word "insured" means:

(1) the named insured and, while residents of the same household, his spouse and the relatives of either;

(2) any other person while occupying

(i) an automobile owned by the named insured or, if the named insured is an individual, such spouse and used by or with the permission of either, or

(ii) any other automobile while being operated by the named insured or such spouse,

except a person occupying an automobile not registered in the State of New York, while used as a public or livery conveyance; and

(3) any person, with respect to damages he is entitled to recover because of bodily injury to which this endorsement applies sustained by an insured under (1) or (2) above.

(b) **Uninsured Automobile.** The term "uninsured automobile" means:

(1) an automobile with respect to the ownership, maintenance or use of which there is, in the amounts specified in the New York Motor Vehicle Financial Security Act, neither (i) cash or securities on deposit with the New York Commissioner of Motor Vehicles nor (ii) a 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 automobile, 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 disclaims liability or denies coverage thereunder, or

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

but the term "uninsured automobile" shall not include:

(i) an automobile owned by the named insured or spouse;

(ii) an automobile 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) an automobile which is owned by the United States of America, Canada, a state, a political sub-division of any such government or an agency of any of the foregoing;

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

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

(c) **Hit-and-Run Automobile.** The term "hit-and-run automobile" means an automobile which causes bodily injury to an insured arising out of physical contact of such automobile with the insured or with an automobile which the insured is occupying at the time of the accident, provided: (1) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run automobile"; (2) the insured or someone on his behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 90 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and (3) at the request of the company, the insured or his legal representative makes available for inspection the automobile which the insured was occupying at the time of the accident.

(d) **Occupying.** The word "occupying" means in or upon or entering into or alighting from.

(e) **State.** The word "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

III. Territory: This endorsement applies only to accidents which occur within the State of New York.

EXCLUSIONS

This endorsement does not apply:

(a) to bodily injury to an insured while operating an automobile in violation of an order of suspension or revocation; or to care or loss of services recoverable by an insured because of such bodily injury so sustained;

(b) to bodily injury to an insured, or care or loss of services recoverable by an insured, with respect to which such insured, his legal representatives or any person entitled to payment under this endorsement shall, without written consent of the company, make any settlement with or prosecute to judgment any action against any person or organization who may be legally liable therefor;

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

CONDITIONS

1. Policy Provisions: None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" or "Notice of Accident" and "Declarations".

2. Premium: If during the policy period the number of automobiles owned by the named insured or spouse and registered in New York or the number of New York dealer's license plates or transporter 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 as of the date of such change 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.

3. Notice and Proof of Claim; Medical Reports: Within 90 days or as soon as practicable, the insured or other person making claim shall give to the company written notice of claim under this endorsement.

As soon as practicable after written request by the company, 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 as may reasonably be required submit to examinations under oath by any person named by the company and subscribe the same. 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 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.

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4. Notice of Legal Action: If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of an automobile involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

5. Limits of Liability:

(a) The limit of liability of the company for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident is $10,000 and, subject to the above provision, the total limit of liability of the company for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons, whether insureds or qualified persons under the New York Motor Vehicle Accident Indemnification Corporation law, as the result of any one accident is $20,000.

(b) Any amount payable under the terms of this endorsement, including amounts payable for care or loss of services, because of bodily injury sustained by one person, shall be reduced by (1) all sums paid to one or more insureds on account of such bodily injury by or on behalf of (a) the owner or operator of the uninsured automobile and (b) any other person or persons jointly or severally liable together with such owner or operator for such bodily injury, (2) all sums paid to one or more insureds on account of bodily injury sustained in the same accident under any insurance or statutory benefit similar to that provided by this endorsement and (3) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, exclusive of non-occupational disability benefits.

6. Other Insurance: With respect to bodily injury to an insured while occupying an automobile 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 automobile as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the insured has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

7. 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 automobile because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this endorsement, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration in accordance with the rules of the American Arbitration Association, 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 endorsement.

8. Trust Agreement: In the event of payment to any person under this endorsement:

(a) the company shall be entitled to the extent of such payment to the proceeds of any 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 such bodily injury;

(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 and, upon request of the company, shall attend hearings and trials and assist in securing and giving evidence, obtaining the attendance of witnesses and in the conduct of any legal proceedings.

9. Payment of Loss by 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 sub-division (d) hereof.

10. Action Against Company: No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this endorsement.

11. Changes: This endorsement embodies all agreements existing between the insured and the company relating to this insurance. Notice to or knowledge possessed by the company, any agent or any other person shall not effect a waiver or a change in this endorsement or estop the company from asserting any right under the terms of this endorsement.

12. Assignment: Assignment of interest under this endorsement shall not bind the company until its consent is endorsed hereon; if, however, the named insured or his spouse if a resident of the same household, shall die, this endorsement shall cover (1) the survivor as named insured, (2) his legal representative as named insured but only while acting within the scope of his duties as such, and (3) any relative who was an insured at the time of such death.

13. Policy Period—Termination: This endorsement applies only to accidents which occur on and after the effective date hereof and during the policy period and shall terminate upon (1) termination of the policy of which it forms a part or (2) termination of New York registration on all automobiles owned by the named insured or spouse.

CP 02 71 (Ed. 1-74)

TERMINATION PROVISIONS AMENDMENT—NEW YORK

It is agreed that in the second sentence of the Cancellation Condition, the word "ten" is replaced by "twenty" and the following is added thereto:

"provided in the event of non-payment of premium, such notice shall state when not less than ten days thereafter such cancellation shall be effective."

CP 04 59 (Ed. 12-77)

NEW YORK AMENDMENT

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

It is agreed that any uninsured motorists coverage afforded by the policy does not apply to any accident occurring within the State of New York to the extent that coverage is afforded by the New York Automobile Accident Indemnification Endorsement.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS INSURANCE (OKLAHOMA)

A. WORDS AND PHRASES WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

1. **"Family member"** means a person related to **you** by blood, marriage or adoption who is a resident of **your** household, including a ward or foster child.
2. **"Occupying"** means in, upon, getting in, on, out or off.
3. **"Uninsured motor vehicle"** means a land motor vehicle or trailer:
   a. For which no liability bond or policy at the time of an **accident** provides at least the amounts required by the applicable law where a covered **auto** is principally garaged, or
   b. For which there is a liability bond or policy at the time of an **accident**, the liability limits of which are less than the amount of the claim of the person or persons making such claim, regardless of the amount of coverage of either of the parties in relation to each other, or
   c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or
   d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified.

   However, "uninsured motor vehicle" does not include any vehicle:
   a. Owned or operated by a self-insurer under any applicable motor vehicle law.
   b. Owned by a governmental unit or agency.
   c. Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

1. In accordance with Title 36 Oklahoma Statutes, **we** will pay all sums the **insured** is legally entitled to recover as damages from the owner or driver of an **uninsured motor vehicle.** The damages must result from **bodily injury** sustained by the **insured** caused by an **accident.** The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the **uninsured motor vehicle.**
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered **auto** is principally garaged, **we** will pay only after all liability bonds or policies have been exhausted by judgements or payments.

C. WE WILL NOT COVER — EXCLUSIONS

This insurance does not apply to:

1. Any claim settled without **our** consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

D. WHO IS INSURED

1. **You** or any **family member.**
2. Anyone else **occupying** a covered **auto** or a temporary substitute for a covered **auto.** The covered **auto** must be out of service because of its breakdown, repair, servicing, **loss** or destruction.
3. Anyone for damages he is entitled to recover because of **bodily injury** sustained by another **insured.**

E. OUR LIMIT OF LIABILITY

1. Regardless of the number of covered **autos, insureds,** claims made or vehicles involved in the **accident,** the most **we** will pay for all damages resulting from any one **accident** is the limit of Uninsured Motorists Insurance shown in the declarations.
2. Any amount payable under this insurance shall be reduced by all sums paid or payable under any workers' compensation, disability benefits or similar law.
3. Any amount paid under this insurance will reduce any amount an **insured** may be paid under the policy's LIABILITY INSURANCE.

F. CHANGES IN CONDITIONS

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS INSURANCE (SOUTH DAKOTA)

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	Policy No.
September 30, 1984	21-87133-25-02
Named Insured Farmers Union Central Exchange, Inc.	Countersigned by (Authorized Representative)

Limit for underinsured motor vehicles

Bodily Injury	$ 40,000	Each Accident

The definition of **"uninsured motor vehicle"** in this endorsement applies in its entirety unless an "X" is entered below:

☐ If an "X" is entered in this box paragraph b. of the definition of **"uninsured motor vehicle"** does not apply.

A. **WORDS AND PHRASES WITH SPECIAL MEANING**

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

1. **"Family member"** means a person related to **you** by blood, marriage or adoption who is a resident of **your** household, including a ward or foster child.
2. **"Occupying"** means in, upon, getting in, on, out or off.
3. **"Uninsured motor vehicle"** means a land motor vehicle or trailer:
   a. For which no liability bond or policy at the time of an **accident** provides at least the amounts required by the applicable law where a covered **auto** is principally garaged, or
   b. Which is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle for which the sum of all liability bonds or policies at the time of an **accident** provides at least the amounts required by the applicable law where a covered **auto** is principally garaged but their limits are less than the limit of this insurance, or
   c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or
   d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an **insured**, a covered **auto** or a vehicle an **insured** is **occupying**.

   However, **"uninsured motor vehicle"** does not include any vehicle:
   a. Owned or operated by a self-insurer under any applicable motor vehicle law.
   b. Owned by a governmental unit or agency.
   c. Designed for use mainly off public roads while not on public roads.

B. **WE WILL PAY**

1. **We** will pay all sums the **insured** is legally entitled to recover as damages from the owner or driver of an **uninsured motor vehicle.** The damages must result from **bodily injury** sustained by the **insured** caused by an **accident.** The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the **uninsured motor vehicle.**
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered **auto** is principally garaged, **we** will pay only after all liability bonds or policies have been exhausted by judgments or payments.
3. Any judgment for damages arising out of a suit brought without **our** written consent is not binding on **us.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS INSURANCE (WYOMING)

A. WORDS AND PHRASES WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

1. **"Family member"** means a person related to **you** by blood, marriage or adoption who is a resident of **your** household, including a ward or foster child.
2. **"Occupying"** means in, upon, getting in, on, out or off.
3. **"Uninsured motor vehicle"** means a land motor vehicle or trailer:
   a. For which no liability bond or policy at the time of an **accident** provides at least the amounts required by the applicable law where a covered **auto** is principally garaged, or
   b. For which the sum of all liability bonds or policies at the time of an **accident** provides at least the amounts required by the applicable law where a covered **auto** is principally garaged but their limits are less than the limit of this insurance, or
   c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or
   d. Which is a hit-and-run vehicle and neither the driver nor owner is identifiable.

   However, **"uninsured motor vehicle"** does not include any vehicle:
   a. Owned or operated by a self-insurer under any applicable motor vehicle law.
   b. Designed for use mainly off public roads while not on public roads.

B. WE WILL PAY

1. **We** will pay all sums the **insured** is legally entitled to recover as damages from the owner or driver of an **uninsured motor vehicle**. The damages must result from **bodily injury** sustained by the **insured** caused by an **accident**. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the **uninsured motor vehicle**.
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered **auto** is principally garaged, **we** will pay only after all liability bonds or policies have been exhausted by judgments or payments.

C. WE WILL NOT COVER — EXCLUSIONS

This insurance does not apply to:

1. Any claim settled without **our** consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law. However, this exclusion does not apply to the Workmen's Compensation Division of the Wyoming State Treasurer's Office.
3. **Bodily injury** sustained by **you** or any **family member** while **occupying** or struck by any vehicle owned by **you** or any **family member** which is not a covered **auto**.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.

D. WHO IS INSURED

1. **You** or any **family member**.
2. Anyone else **occupying** a covered **auto** or a temporary substitute for a covered **auto**. The covered **auto** must be out of service because of its breakdown, repair, servicing, **loss** or destruction.
3. Anyone for damages he is entitled to recover because of **bodily injury** sustained by another **insured**.

E. OUR LIMIT OF LIABILITY

1. Regardless of the number of covered **autos**, **insureds**, claims made or vehicles involved in the **accident**, the most **we** will pay for all damages resulting from any one **accident** is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.
2. Any amount payable under this insurance shall be reduced by all sums paid by or for anyone who is legally responsible, except any sum paid under the policy's LIABILITY INSURANCE.
3. **We** will not pay damages under LIABILITY INSURANCE for which payment has been made under this insurance.
4. **We** will not pay damages under this insurance for which payment has been made under LIABILITY INSURANCE.
5. No **insured** shall recover duplicate payments for the same elements of loss or payments in excess of damages sustained.

F. CHANGES IN CONDITIONS

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:

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SPECIAL ENDORSEMENT J

It is hereby agreed that the following Personal Injury Protection endorsements apply to the policy:

CA 2203 - Colorado

CA 2214 - Kansas

CA 2220 - Michigan

CA 2225 - Minnesota

CP 0574 - New York

CA 2234 - North Dakota

CA 2236 - Oregon

CA 2244 - Utah

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION ENDORSEMENT (COLORADO)

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

SECTION I

PERSONAL INJURY PROTECTION COVERAGE

The Company will pay, in accordance with the Colorado Auto Accident Reparations Act, personal injury protection benefits for:

(a) **medical expenses,**

(b) **rehabilitation expenses,**

(c) **work loss,**

(d) **essential service expenses,** and

(e) **death compensation**

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

Exclusions

This coverage does not apply:

(a) to **bodily injury** sustained by the **named insured** or any **relative** as a result of the use or operation of any **motor vehicle** owned by the **named insured** which is not an **insured motor vehicle;**

(b) to **bodily injury** sustained by any **relative** as a result of the use or operation of any **motor vehicle,** owned by such **relative,** with respect to which the security required under the Colorado Auto Accident Reparations Act is not in effect;

(c) to **bodily injury** sustained by any person

(1) caused by his own intentional act; or

(2) while operating a **motor vehicle** as a converter without a good faith belief that he is legally entitled to operate or use such vehicle;

(d) to **bodily injury** sustained by any person, other than the **named insured** or any **relative,** if the accident occurs outside the State of Colorado;

(e) to **bodily injury** sustained by any person while the **insured motor vehicle** is being operated in any jurisdiction in which, and to the extent that, coverage is afforded by reason of any program, statute, law or administrative regulation through a government agency or publicly financed auto accident reparations plan;

(f) to **bodily injury** sustained by any person arising out of the use or operation of a **motor vehicle** while located for use as a residence or premises;

(g) 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;

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

(i) to **bodily injury** sustained by any person, other than the **named insured,** or any **relative,** arising out of conduct occurring within the course of a business of selling, repairing, servicing, storing, parking or otherwise maintaining motor vehicles, unless such conduct occurs off the business premises.

Definitions

When used in reference to this coverage:

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

"death compensation" means compensation on account of the death of an **eligible injured person,** payable to his estate;

"eligible injured person" means

(a) the **named insured** or any **relative** who sustains **bodily injury** arising out of the use or operation of any **motor vehicle;**

(b) any other person who sustains **bodily injury** while

(1) **occupying** the **insured motor vehicle** with the consent of the **named insured,** or

(2) a **pedestrian** if the accident involves the **insured motor vehicle;**

"essential service expenses" means expenses reasonably incurred during his lifetime for essential services in lieu of those the **eligible injured person** would have performed without income, but for the **bodily injury;**

"insured motor vehicle" means a **motor vehicle** of which the **named insured** is the owner and with respect to which

(a) the **bodily injury** liability insurance of the policy applies and for which a specific premium is charged, and

(b) the **named insured** is required to maintain security under the Colorado Auto Accident Reparations Act;

"medical expenses" means all reasonable and necessary expenses incurred for medical, chiropractic, optometric, podiatric, hospital, nursing, x-ray, dental, surgical, ambulance and prosthetic services, and nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing performed within three years after the date of the accident;

"motor vehicle" means any motor vehicle, including trailers, of a type required to be registered and licensed for operation on the public highways of Colorado or any other jurisdiction;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION ENDORSEMENT
(KANSAS)

This endorsement changes the policy effective on the inception date of the policy or as of the date indicated below.

Endorsement effective	Policy No.
September 30, 1984	21-87133-25-02
Named Insured Farmers Union Central Exchange, Inc.	Countersigned by (Authorized Representative)

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

SCHEDULE OF BENEFITS—PERSONAL INJURY PROTECTION

A. **Medical Expenses**	$2,000	per person
B. **Rehabilitation Expenses**	$2,000	per person
C. **Work Loss**	$ 650	per month maximum
D. **Essential Service Expenses**	$ 12	per day 365 days maximum
E. **Funeral Expenses**	$1,000	per person
F. **Survivor's Loss**	$ 650	monthly earnings per month maximum
	$ 12	per day essential service expenses
	365	days maximum

SECTION I

PERSONAL INJURY PROTECTION COVERAGE

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

(a) **medical expenses,**

(b) **rehabilitation expenses,**

(c) **work loss,**

(d) **essential service expenses,**

(e) **funeral expenses,** and

(f) **survivors' loss**

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

Exclusions

This coverage does not apply

(a) to **bodily injury** sustained by the **named insured** or any **relative** while **occupying** any **motor vehicle** owned by the **named insured** which is not an **insured motor vehicle;**

(b) to **bodily injury** sustained by any person operating the **insured motor vehicle** without the express or implied consent of the **named insured;**

(c) to **bodily injury** sustained by any person if such person

(1) causes such **bodily injury** to him or herself intentionally,

(2) is an intentional converter of a **motor vehicle** at the time such **bodily injury** is sustained,

(3) is injured as a result of conduct within the course of a business of repairing, servicing or otherwise maintaining **motor vehicles** unless such conduct occurred off the business premises, or

(4) is injured as a result of conduct in the course of loading or unloading a **motor vehicle** unless the conduct occurred while **occupying** such **motor vehicle;**

(d) to **bodily injury** sustained by any person other than the **named insured** if such person is the owner of a **motor vehicle** with respect to which security is required under the Kansas Automobile Injury Reparations Act;

(e) to **bodily injury** sustained by any person other than the **named insured** or any **relative** not a resident of Kansas while not **occupying** the **insured motor vehicle.**

Definitions

When used in reference to this coverage:

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

"eligible injured person" means

(1) the **named insured** or any **relative** who sustains **bodily injury** while **occupying,** or through direct physical contact with while not **occupying,** any **motor vehicle,** or

(2) any other person who sustains **bodily injury** while **occupying** the **insured motor vehicle** or through direct physical contact with the **insured motor vehicle** while not **occupying** any **motor vehicle;**

"essential service expenses" means appropriate and reasonable expenses incurred in obtaining ordinary and neces-

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION ENDORSEMENT (MICHIGAN)

SCHEDULE OF BENEFITS

Medical expenses	No maximum dollar amount
Funeral expenses	up to $1000 per person
Work loss benefits consisting of income benefits and replacement services	up to $2049 for any 30 day period subject to $20 per day maximum for replacement services
Survivors loss benefit consisting of income loss benefits and replacement services	up to $2049 for any 30 day period subject to a $20 per day maximum for replacement services

A. **WORDS AND PHRASES WITH SPECIAL MEANING**

The following words and phrases have special meaning for PERSONAL INJURY PROTECTION INSURANCE:

1. **"Auto"** means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels or a motorcycle. This definition replaces the definition in the policy.
2. **"Family member"** means a person related to **you** by blood, marriage or adoption who is a resident of **your** household, including a ward or foster child.
3. **"Occupying"** means in, upon, getting in, on, out or off.

B. **WE WILL PAY**

We will pay personal injury protection benefits to or for an **insured** who sustains **bodily injury** caused by an **accident** and resulting from the ownership, maintenance or use of an **auto** as an **auto.** These benefits are subject to the provisions of Chapter 31 of the Michigan Insurance Code. Personal Injury Protection benefits consist of the following benefits.

1. Medical expenses. Reasonable and necessary medical expenses for an **insured's** care, recovery, or rehabilitation. Charges for a hospital room are limited to those customary for a semi-private room, unless special or intensive care is required.
2. Funeral expenses. Reasonable funeral and burial expense.
3. Work loss benefits consisting of:
   a. Income benefits. Up to 85% of an **insured's** loss of income from salary, wages, tips, fees, commissions or other earnings from work or employment. **We** will pay a higher percentage if the **insured** offers **us** reasonable proof that his or her net income is more than 85% of gross income.
   b. Replacement services. Reasonable expenses for obtaining services to replace those an **insured** would normally have performed without pay for himself or herself or dependents.

   The most **we** will pay in any 30 day period for the total of work loss benefits is the amount shown in the schedule unless another amount is established by law. Any income an **insured** earns during the 30 day period is included in determining the income benefits **we** will pay. These benefits are payable during the 3 years after the **accident,** but do not apply to any loss or expense incurred after an **insured** dies. **We** will prorate these benefits for any period of less than 30 days.
4. Survivors loss benefits consisting of:
   a. Income loss. The contributions a deceased **insured's** spouse and dependents would have received, as dependents, if the **insured** had not died as a result of the **accident.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION ENDORSEMENT (MINNESOTA)

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

SECTION I

PERSONAL INJURY PROTECTION COVERAGE

The Company will pay, in accordance with the Minnesota no-fault automobile insurance act, personal injury protection benefits for

(a) **medical expenses,**

(b) **work loss,**

(c) **essential services expenses,**

(d) **funeral expenses** and

(e) **survivors' loss**

incurred with respect to **bodily injury** sustained by an **eligible injured person** caused by an accident arising out of the maintenance or use of a **motor vehicle** as a vehicle, or through being struck by a motorcycle.

Exclusions

This coverage does not apply:

(a) to **bodily injury** sustained by the **named insured** or any **relative** arising out of the maintenance or use of any **motor vehicle** owned by the **named insured** which is not an **insured motor vehicle;**

(b) to **bodily injury** sustained by any **relative** arising out of the maintenance or use of any **motor vehicle** owned by such **relative** with respect to which the security required by the Minnesota no-fault automobile insurance act is not in effect;

(c) to **bodily injury** sustained by any **relative** if such **relative** is entitled to personal injury protection coverage as a self-insured or as a **named insured** under the terms of any other policy with respect to such coverage;

(d) to **bodily injury** sustained by any person, other than the **named insured** or **relative,** if such person is entitled to personal injury protection coverage as a self-insured or as a named insured or relative under the terms of any other policy with respect to such coverage;

(e) to **bodily injury** sustained by any person arising out of the maintenance or use of a **motor vehicle**

(1) being used in the business of transporting persons or property, or

(2) furnished by the employer of the **named insured** or **relative,**

if with respect to such vehicle the security required by the Minnesota no-fault automobile insurance act is in effect, provided that such **bodily injury** is sustained while not **occupying** another involved **motor vehicle;** however, this exclusion does not apply to (i) the **insured motor vehicle,** (ii) a commuter van as defined in the Minnesota no-fault automobile insurance act or (iii) a vehicle being used to transport children to school or to a school sponsored activity:

(f) to any benefits any person would otherwise be entitled to receive hereunder for **bodily injury** intentionally caused by such person or arising out of his intentionally attempting to cause **bodily injury,** and, if any person dies as a result of intentionally causing or attempting to cause **bodily injury** to himself, his survivors are not entitled to any **survivors' loss** benefits;

(g) to **bodily injury** sustained by any person in the course of an officiated racing or speed contest, or in practice or preparation therefor;

(h) to **bodily injury** sustained by any person if such injury arises out of conduct within the course of a business of repairing, servicing, or otherwise maintaining **motor vehicles** unless such conduct occurs off the business premises;

(i) to **bodily injury** sustained by any person if such injury arises out of conduct in the course of loading or unloading any **motor vehicle** unless the conduct occurs while such person is **occupying** such **motor vehicle;**

(j) to **bodily injury** sustained by any person while **occupying** a motorcycle;

(k) to personal injury protection benefits otherwise payable in the event that a lapse of one year or more occurs in the period of disability and medical treatment of an **eligible injured person** as a result of any one accident;

(l) to **bodily injury** sustained by any person, other than the **named insured** or any **relative,** arising out of the maintenance or use by such person of a **motor vehicle** without a good faith belief that he is legally entitled to use such **motor vehicle;**

(m) to **bodily injury** sustained by any person, other than the **named insured** or any **relative,** while a pedestrian through being struck by the **insured motor vehicle,** if the accident occurs outside the State of Minnesota;

(n) to **bodily injury** sustained by any person arising out of the maintenance or use of a **motor vehicle** while located for use as a residence or premises;

(o) 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;

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MANDATORY PERSONAL INJURY PROTECTION ENDORSEMENT
(New York)

The Company agrees with the named insured, as follows:

Section I—Mandatory Personal Injury Protection

The Company will pay first party benefits to reimburse for basic economic loss sustained by an eligible injured person on account of personal injuries caused by an accident arising out of the use or operation of a motor vehicle. This coverage applies only to motor vehicle accidents which occur during the policy period and on or after December 1, 1977 and within the United States of America, its territories or possessions, or Canada.

First Party Benefits

First party benefits, other than death benefits, are payments equal to basic economic loss, reduced by the following:

(a) 20 per cent of the eligible injured person's loss of earnings from work to the extent that an eligible injured person's basic economic loss consists of such loss of earnings;
(b) amounts recovered or recoverable on account of personal injury to an eligible injured person under State or Federal laws providing social security disability or workmen's compensation benefits, or disability benefits under article nine of the New York Workmen's Compensation Law;
(c) the amount of any applicable deductible, provided that such deductible shall apply to each accident, but only to the total of first party benefits otherwise payable to the named insured and any relative as a result of that accident; and
(d) amounts recovered or recoverable on account of personal injury to an eligible injured person for any element of basic economic loss under State or Federal laws providing Medicare benefits (other than lifetime reserve days and provided further that the Medicare benefits utilized herein do not result in a reduction of such person's Medicare benefits for a subsequent illness or injury).

Basic Economic Loss

Basic economic loss shall consist of medical expense, work loss, other expense and, when death occurs, a death benefit as herein provided. Except for such death benefit, basic economic loss shall not include any loss sustained on account of death. Basic economic loss of each eligible injured person on account of any single accident shall not exceed $50,000, except that any death benefit hereunder shall be in addition thereto.

Medical Expense

Medical expense shall consist of necessary expenses for:

(a) medical, hospital, surgical, nursing, dental, ambulance, x-ray, prescription drug and prosthetic services;
(b) psychiatric, physical and occupational therapy and rehabilitation;
(c) any non-medical remedial care and treatment rendered in accordance with a religious method of healing recognized by the laws of New York; and
(d) any other professional health services.

These medical expenses will not be subject to a time limitation, provided that within one year after the date of the accident it is ascertainable that further medical expenses may be sustained as a result of the injury. Payments hereunder for necessary medical expenses shall be subject to the limitations and requirements of Section 678 of the New York Insurance Law.

Work Loss

Work loss shall consist of the sum of the following losses and expenses, up to $1,000 per month for a period of three years from the date of the accident:

(a) loss of earnings from work which the eligible injured person would have performed had such person not been injured, except that an employee who is entitled to receive monetary payments, pursuant to statute or contract with the employer, or who receives voluntary monetary benefits paid for by the employer, by reason of such employee's inability to work because of personal injury arising out of the use or operation of a motor vehicle, shall not be entitled to receive first party benefits for loss of earnings from work to the extent that such monetary payments or benefits from the employer do not result in the employee suffering a reduction in income or a reduction in such employee's level of future benefits arising from a subsequent illness or injury; and
(b) reasonable and necessary expenses sustained by the eligible injured person in obtaining services in lieu of those which such person would have performed for income.

Other Expenses

Other expenses shall consist of all reasonable and necessary expenses, other than medical expense and work loss, up to $25 per day for a period of one year from the date of the accident causing injury.

Death Benefit

Upon the death of any eligible injured person, caused by an accident to which this coverage applies, the Company will pay to the estate of such person a death benefit of $2,000.

Eligible Injured Person

An eligible injured person is:

(a) the named insured and any relative who sustains personal injury arising out of the use or operation of any motor vehicle; or
(b) any other person who sustains personal injury arising out of the use or operation of the insured motor vehicle in the State of New York while not occupying another motor vehicle.

Exclusions

This coverage does not apply to personal injury sustained by:

(a) the named insured or relative while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the named insured with respect to which the coverage required by the New York Comprehensive Automobile Insurance Reparations Act is not in effect;
(b) any relative while occupying, or while a pedestrian through being struck by, any motor vehicle owned by the relative with respect to which the coverage required by the New York Comprehensive Automobile Insurance Reparations Act is not in effect;
(c) the named insured or relative while occupying, or while a pedestrian through being struck by, a motor vehicle in New York State, other than the insured motor vehicle, with respect to which the coverage required by the New York Comprehensive Automobile Insurance Reparations Act is in effect; however this exclusion does not apply to personal injury sustained in New York State by the named insured or relative while occupying a bus or school bus, as defined in Sections 104 and 142 of the New York Vehicle and Traffic Law, unless that person is the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
(d) any person in New York State while occupying the insured motor vehicle which is a bus or school bus, as defined in Sections 104 and 142 of the New York Vehicle and Traffic Law, but only if such person is a named insured or relative under any other policy providing the coverage required by the New York Comprehensive Automobile Insurance Reparations Act; however, this exclusion does not apply to the operator, an owner, or an employee of the owner or operator, of such bus or school bus;
(e) any person while occupying a motorcycle;
(f) any person who intentionally causes his own personal injury;
(g) any person as a result of operating a motor vehicle while in an intoxicated condition or while his ability to operate such vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law); or

AUTHENTIC

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION ENDORSEMENT (NORTH DAKOTA)

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

SECTION I

PERSONAL INJURY PROTECTION COVERAGE

The Company will pay, in accordance with the North Dakota Auto Accident Reparations Act, personal injury protection benefits for:

(a) **medical expenses,**

(b) **rehabilitation expenses,**

(c) **work loss,**

(d) **replacement services loss,**

(e) **survivors income loss,**

(f) **survivors replacement services loss,** and

(g) **funeral expenses**

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

Exclusions

This coverage does not apply:

(a) to **bodily injury** sustained by the **named insured** while **occupying** any **motor vehicle** owned by the **named insured** which is not an **insured motor vehicle;**

(b) to **bodily injury** sustained by any **relative** while **occupying** any **motor vehicle** owned by such **relative** with respect to which the security required by the North Dakota Auto Accident Reparations Act is not in effect;

(c) to **bodily injury** sustained by the **named insured** or any **relative** while **occupying,** or while a **pedestrian** through being struck by, any **motor vehicle,** other than the **insured motor vehicle** or a **motor vehicle** being used in a **ridesharing arrangement,** with respect to which the security required under the North Dakota Auto Accident Reparations Act is in effect;

(d) to **bodily injury** sustained by any person if such injury arises out of conduct within the course of a business of repairing, servicing or otherwise maintaining **motor vehicles** unless such conduct involves the actual operation of a **motor vehicle** as a vehicle on the business premises or unless such conduct occurs off the business premises;

(e) to **bodily injury** sustained by any person arising out of conduct in the course of loading or unloading any **motor vehicle** unless such injury occurs while **occupying** such **motor vehicle;**

(f) to **bodily injury** sustained by any person while **occupying** any **motor vehicle** without the express or implied consent of the owner or while not in lawful possession of any **motor vehicle;**

(g) to any benefits any person would otherwise be entitled to receive hereunder for **bodily injury** intentionally caused by such person or arising out of his intentionally attempting to cause **bodily injury** to himself or another person, and, if any person dies as a result of intentionally causing or attempting to cause **bodily injury** to himself, his **survivors** are not entitled to any **survivors income loss** or **survivors replacement services loss** benefits;

(h) to **bodily injury** sustained by any person while in the course of a racing or speed contest or in practice or preparation thereto;

(i) to **bodily injury** sustained by any **pedestrian,** other than the **named insured** or any **relative,** if the accident occurs outside the State of North Dakota;

(j) to **bodily injury** sustained by any person arising out of the operation, maintenance or use of any **motor vehicle** while located for use as a residence or premises;

(k) 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;

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

Definitions

When used in reference to this coverage:

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

"eligible injured person" means:

(a) the **named insured** or any **relative** who sustains **bodily injury,** while **occupying** any **motor vehicle**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CA 22 36 (Ed. 8 83)

PERSONAL INJURY PROTECTION ENDORSEMENT (OREGON)

This endorsement changes the policy effective on the inception date of the policy unless a different date is indicated below.

(The following need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on September 30, 1984 (DATE) at 12:01 A.M. standard time, forms a part of

policy No. 21-87133-25-02 of the Nat'l Farmers Union Property & Casualty Company (NAME OF INSURANCE COMPANY)

issued to: Farmers Union Central Exchange, Inc.

Agency at Denver, Colorado

Authorized Representative

SCHEDULE

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

- [XX] each **named insured**
- [ ] each **named insured** and each **relative**
- [ ] the **named insured** or **relative** named herein

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

SECTION I
PERSONAL INJURY PROTECTION COVERAGE

The Company will pay Personal Injury Protection benefits for:

(a) **medical and hospital expenses,**

(b) **income continuation expenses,**

(c) **loss of services expenses** and

(d) **funeral expenses**

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

Exclusions

This insurance does not apply:

(a) to **bodily injury** sustained by any person

(1) who intentionally causes injury to himself; or

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

(b) to **income continuation expenses** and **loss of services expenses** with respect to **bodily injury** sustained by any **pedestrian,** other than the **named insured** or any **relative,** in an accident which occurs outside the State of Oregon;

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

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

(e) to **bodily injury** sustained by the **named insured** or any **relative** while **occupying** any **motor vehicle** owned by the **named insured** or furnished for the **named insured's** regular use and not insured for Oregon Personal Injury Protection benefits, including a motorcycle or moped as defined in Oregon Statutes;

(f) to **bodily injury** sustained by a **relative** while **occupying** any **motor vehicle** owned by such **relative** or furnished for the **relative's** regular use and not insured for Oregon Personal Injury Protection benefits, including a motorcycle or moped as defined in Oregon Statutes.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION ENDORSEMENT (UTAH)

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

SECTION I

PERSONAL INJURY PROTECTION COVERAGE

The Company will pay personal injury protection benefits to or on behalf of each **eligible injured person** for

(a) **medical expenses,**

(b) **work loss,**

(c) **funeral expenses,** and

(d) **survivor loss**

with respect to **bodily injury** sustained by an **eligible injured person** caused by an accident involving the use of a **motor vehicle** as a motor vehicle.

Exclusions

This coverage does not apply:

(a) to **bodily injury** sustained by any person while **occupying** a **motor vehicle** which is owned by the **named insured** and which is not an **insured motor vehicle;**

(b) to **bodily injury** sustained by the **named insured** or any **relative** while **occupying** a **motor vehicle** which is owned by a **relative** and for which the security required by the Utah Automobile No-Fault Insurance Act is not in effect;

(c) to **bodily injury** sustained by any person while operating the **insured motor vehicle** without the express or implied consent of the **insured** or while not in lawful possession of the **insured motor vehicle;**

(d) to **bodily injury** sustained by any person while **occupying** or, while a **pedestrian** through the use of any **motor vehicle,** other than the **insured motor vehicle,** for which the security required under the Utah Automobile No-Fault Insurance Act is in effect;

(e) to **bodily injury** sustained by any person, if such person's conduct contributed to his injury under either of the following circumstances:

(1) causing injury to himself intentionally, or

(2) while committing a felony;

(f) to **bodily injury** sustained by any person arising out of the use of any **motor vehicle** while located for use as a residence or premises;

(g) 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;

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

(i) to **bodily injury** to any person who is entitled to payments or benefits under the provisions of Utah's Workmen's Compensation Law.

Definitions

When used in reference to this coverage:

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

"eligible injured person" means

(a) the **named insured** or any **relative** who sustains **bodily injury** caused by an accident involving the use of any **motor vehicle;**

(b) any other person who sustains **bodily injury** caused by an accident while

(1) **occupying** the **insured motor vehicle** with the consent of the **insured,** or

(2) **occupying** any other **motor vehicle,** other than a public or livery conveyance, operated by the **named insured** or a **relative,** or

(3) a **pedestrian** if the accident involves the use of the **insured motor vehicle;**

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

"insured" means the **named insured,** the spouse or other **relative** of the **named insured** who resides in the same household as the **named insured,** including those who usually make their home in the same household but temporarily live elsewhere, or any person using the described **motor vehicle** with the permission, either expressed or implied, of the owner.

"insured motor vehicle" means a **motor vehicle** with respect to which

(a) the **bodily injury** liability insurance of the policy applies and for which a specific premium is charged, and

(b) the **named insured** is required to maintain security under the provisions of the Utah Automobile No-Fault Insurance Act;

"medical expenses" means the reasonable expenses incurred for necessary medical, surgical, x-ray, dental and rehabilitation services, including prosthetic devices, necessary ambulance, hospital and nursing services, and any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing; however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required.

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SPECIAL ENDORSEMENT K

It is hereby agreed that in consideration of the premium charged, the following limits of liability apply:

Bodily Injury	$ 500,000 Each Person $1,000,000 Each Occurrence
Property Damage-Physical Damage to Property	$1,000,000 Each Occurrence $1,000,000 Aggregate

For: Oregon - Washington Railroad & Navigation Co., an Oregon Corp. and its lessee Union Pacific Railroad Co., a Utah Corporation.

To Cover: Two (2) Undertrack Unloading Pits with conveyors at Umatilla in Umatilla Co. or Used Unloading Pits.

All other conditions remain the same.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

NATIONAL FARMERS UNION PROPERTY AND CASUALTY CO.

THIS ENDORSEMENT FORMS A PART OF THE POLICY TO WHICH ATTACHED.

POLICY NO. VEHICLE NO.

EFFECTIVE DATE

ENDORSEMENT

SPECIAL ENDORSEMENT A

"STOP GAP" LIABILITY

ENDORSEMENT

It is agreed that providing the Insured has complied with the provisions of the Workmen's Compensation Law or Laws herein mentioned, it is agreed that if, under any circumstances, it is determined that an employee of the Insured, who is on the records of the Insured to be reported and declared under the Workmen's Compensation Law or Laws of the State of WA, NV, ND, WY, MN shall sustain bodily injury by accident or disease, including death at any time resulting therefrom, arising out of and in the course of his employment by the Insured but is not entitled to receive (or elects not to accept) the benefits provided by the aforementioned law or laws, then the Company will pay on behalf of the Insured all sums that the Insured shall become legally obligated to pay as damages on account of such bodily injury or disease.

EXCLUSIONS

THE INSURANCE GRANTED BY THIS ENDORSEMENT SHALL NOT APPLY TO:

A. Aircraft operation, or the performance of any duties in connection with aircraft while in flight;

B. Any premium, assessment, penalty, fine, or other obligation imposed by any Workmen's Compensation Law or Laws;

C. Any claim with respect to which the Insured is deprived of any defense or any defenses, or is otherwise subject to penalty because of rejection by the Insured of, default in premium payment under, or any other failure to comply with the provisions of the law or laws above named;

D. Bodily injury, disease or death suffered or caused by any person employed by the Insured in violation of law as to age, or under the age of 14 years in any event;

E. Any disease, or aggravation thereof, other than as included in the law or laws as above named;

F. Bodily injury, disease or death on account of which benefits are payable under the Workmen's Compensation Law or any occupational disease law of any State, or under the United States Longshoremen's and Harbor Worker's Compensation Act nor to any obligation for which the Insured or any company as his insurer may be held liable under any Workmen's Compensation Law, Unemployment Compensation or Disability Benefits Law or any similar law;

G. Any liability assumed by the Insured under any contract or agreement;

H. Bodily injury, disease or death, sustained by a master or member of the crew of any vessel or by any employee of the Insured in the course of an Employment subject to the Federal Employer's Liability Act.

I. Bodily injury, disease or death suffered or caused by any employee whose remuneration has not been included in the total remuneration upon which the premium for this endorsement is based.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

AUTHORIZED REPRESENTATIVE

SPECIAL ENDORSEMENT 1

It is hereby agreed that CA 9903, Auto Medical Payments, Limits of Liability, Paragraph E, shall be $1,000 per accident.

All other conditions remain the same.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

SPECIAL ENDORSEMENT 2
NAMED INSURED ENDORSEMENT

Farmers Union Central Exchange, Incorporated: Wholly owned subsidiaries and all of their operations and joint ventures of whatsoever nature as are now or hereafter constituted.

1. Farmers Union Central Exchange, Inc.

2. Farmers Union Central Exchange, Inc. dba: CENEX.

3. Farmers Union Central Exchange, Inc. dba: PAX Company.

4. Farmers Union Central Exchange, Inc. dba: Full Circle Incorporated.

5. CENEX Ag. Inc.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

SPECIAL ENDORSEMENT 3

ADDITIONAL INSURED ENDORSEMENT

It is agreed that the following are added as additional insured:

1. All additional insureds so identified and included on certificates of insurance on file with the Company, but only as respects the certificate holders interest that appears on the certificate of insurance.

2. Any person, organization, trustee, estate or governmental entity to whom or to which the Named Insured is obligated, by virtue of a written contract or by the issuance or existence of a permit, to provide insurance such as is afforded by this policy, but only with respect to operations by or on behalf of the Named Insured and then only for the limits of liability specified in such contract, but in no event for limits of liability in excess of the applicable limits of liability of this policy.

SPECIAL ENDORSEMENT 4
ADDITIONAL INSUREDS
(LICENSOR)

In consideration of the premium charged for the policy or policies to which this endorsement is attached, it is understood and agreed that the OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, an Oregon Corporation, and its lessee, UNION PACIFIC RAILROAD COMPANY, a Utah Corporation, (hereinafter collectively called "Licensor"), are Additional Insureds, but only as respects any and all liability, damages, recoveries, judgements, cost, expenses, charges and demands, on account of injuries to or death of persons whomsoever (including without limitation the Licensor's agent, servants and employees) or loss or destruction of or damage to property whatsoever (including without limitation property owned, leased, occupied or used by or in the care, custody and control of the Licensor or any employee of the Licensor) resulting from the maintenance or use of an unloading pit upon the Licensor's right-of-way and under its tracks at or near Madras, Jefferson County, Oregon, as more particularly described in agreement dated June 18, 1965, as extended, assigned and amended, by and between the Licensor and the insured, or resulting from the use thereof by the Insured, the Insured's agents, servants, employees, patrons or customers, contractors, subcontractors, or by any other person or persons other than agents, servants or employees of the Licensor, whether caused or contributed to by the negligence of the Licensor, the Licensor's agents, servants and employees, or otherwise. The Insurance Company agrees to appear and defend, in the name of the Licensor, any suit or action at law brought against the Licensor on account of any such person injuries or death, or loss of, destruction of, or damage to property, and to pay and satisfy any final judgement that may be rendered against the Licensor in any such suit or action at Law.

Any and all exclusions and provisions of the policy or policies to which this endorsement is attached which are inconsistent with the coverage specified in this endorsement shall be and are hereby superseded.

The coverage under the policy to which this endorsement is attached is primary and exclusive of any carried by the Licensor, and shall be exhausted first, notwithstanding the fact that the Licensor may have other valid and collectible insurance covering the same risk.

SPECIAL ENDORSEMENT 4 (Continued)

The policy to which this endorsement is attached shall not be cancelled, altered, terminated or amended by the Insurance Company or its agent or agents unless the Licensor is given at least thirty (30) days written notice of intent to cancel or terminate such policy.

Pacific Supply Cooperative & Full Circle, Inc.
815 N.E. Davis Street
Portland, Oregon 97208

SPECIAL ENDORSEMENT 5
ADDITIONAL INSUREDS
(Designated Premises)

This endorsement, effective September 30, 1984 (12:01 A.M. Standard Time) forms a part of policy number 21-87133-25-01 issued to Farmers Union Central Exchange, by National Farmers Union Insurance Companies.

Name of person or organization: Ideal Basic Industries
Location of premises: S.W. one-quarter of section 19-37S-6W, Willamette Meridian, Josephine County, Oregon

It is agreed that with respect to the insurance afforded under the Personal Liability coverage:

1) The "Persons Insured" provision is amended to include the person or organization named above, but only with respect to the ownership, maintenance or use of the premises designated above and operations necessary or incidental thereto.

2) The insurance with respect to said person or organization does not apply to bodily injury to any employee of said person or organization arising out of or in the course of his employment by said person or organization.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

SPECIAL ENDORSEMENT 6

"The Cancellation provisions of this policy are changed to provide that 90 days cancellation notice shall be given the Insured in event of cancellation by this Company."

All other conditions remain the same.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

SPECIAL ENDORSEMENT 7

EMPLOYEE BENEFITS LIABILITY

A. COVERAGE:

The Company will pay on behalf of the Named Insured all sums which the Named Insured shall become legally obligated to pay as damages because of injury to the rights or interests of employees or their beneficiaries in employee benefits programs caused by any improper advice, error or omission in the administration of such programs by persons authorized by the Named Insured, and the Company shall have the right and duty to defend any suit against the Named Insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgement or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgements or settlements.

B. EXCLUSIONS:

This section does not apply to:

1. Any claim based upon an allegedly unfairly discriminatory, dishonest, fraudulent, or malicious act;

2. Any claim with respect to which insurance is afforded in whole or in part under any other coverage afforded by the policy or any endorsement thereto;

3. Any claim based upon the failure of the Named Insured or any insurer to pay or provide the benefits allegedly due under any contract relating to employee benefits programs, whether such failure is due to oversight or miscalculation or to a difference of opinion as to what benefits are in fact due under the contract;

4. Any claim based upon the failure of stock or any compensation, investment or savings program to produce the financial gain represented.

C. LIMITS OF LIABILITY:

1. The limit of liability stated as applicable to "each claim" in Section F of this endorsement is the limit of the Company's liability for all damages arising out of any one claim; but subject to the above provision respecting "each claim", the total liability for all damages arising out of all claims made during the policy period shall not exceed the limit of liability as "aggregate".

2. The Company's liability under this section shall not attach to that portion of any claim which is within the deductible amount, provided, however, that irrespective of the amount of any claim, notice of the claim shall be given by or on behalf of the Insured to the Company within 30 days of Risk Management having knowledge of the claim and the Company may, at its option, investigate and settle the claim, in which event the Named Insured agrees to reimburse the Company for all amounts paid by the Company within the deductible amount.

D. COVERAGE PERIOD:

If during the policy period the Insured shall become aware of any incident which may subsequently give rise to a claim covered by this insurance, the Insured shall give notice thereof, in writing, to the Company as soon as practicable and any claim which may subsequently arise out of such incident shall be deemed to have been first made during the effective period of the policy in which such notice is given.

E. DEFINITIONS:

When used in reference to this section:

1. "Administration" means, with respect to employee benefits programs, the determination of the eligibility of employees to participate in such programs, the enrollment of employees therein, the handling and keeping of records pertaining thereto, the interpreting of the provisions thereof and the giving of advice or counsel to employees or their beneficiaries with respect to their rights or interests therein.

2. "Damages" means those damages which are payable because of injury to the rights or interests of employees or their beneficiaries in employee benefits programs.

3. "Employee benefits programs" means the group life insurance, group accident or health insurance, pension, employee stock subscription, workmen's compensation, unemployment insurance, social security and disability benefits.

   Should the Named Insured, during the policy period, institute additional similar programs, such programs are included within the meaning of the term "employee benefits programs" provided the Company is notified of such additional program, or programs, within a period of thirty days after the effective date thereof.

4. "Insured" also includes any employee of the Named Insured who is authorized to act in the administration of the Named Insured's employee benefits programs.

F. LIMITS OF LIABILITY:

$500,000 Each Claim
$500,000 Aggregate
$ 1,000 Deductible

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

SPECIAL ENDORSEMENT 8

In consideration of premium charged, it is hereby amended that Comprehensive Automobile Liability Insurance includes employees as PERSONS INSURED under NON-OWNED AUTOMOBILE. This insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

All other conditions remain unchanged.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

ENDORSEMENT 9

NON-OPERATING WORKING INTEREST OF THE INSURED

Such insurance as is afforded by the policy for Bodily Injury Liability and Property Damage Liability applies with respect to the interests of the Named Insured in producing, plugged, or abandoned Oil or Gas or distillate wells in which the insured has a non-operating working interest, subject to the following provisions:

1. The liability of the company shall not exceed any amounts in excess of the Named Insured's Proportionate part of the total amount of such loss and expense in the exact relation that his proportionate ownership interest in any such properties bares to the total ownership interest therein, regardless of whether one or more of the parties, including the named insured, in such total loss and expense, or whether such total loss and expense shall have been held to be a joint liability as between two or more said parties, including the named insured.

2. If there is other insurance available to the insured against a loss covered by this endorsement, the insurance under the endorsement shall be excess over any other valid and collectible insurance.

ENDORSEMENT 10

ADDITIONAL INSURED-WORKING INTEREST

It is agreed that:

The unqualified word "Insured" shall with respect to development, management and operation of oil and gas properties also include any co-owner, Joint Venturer or Mining Partner who is represented by the insured as agent, or has obtained through the Named Insured or shares with the Named Insured, a financial interest in such properties and participates in the cost of development and operations of such properties.

SPECIAL ENDORSEMENT 11

BLANKET WAIVER OF SUBROGATION

It is agreed that with respect to such insurance as is afforded by the Policy, the Company waives any right of subrogation it may acquire against the principal named below by reason of any payment made on account of Bodily Injury, including death resulting therefrom, or Property Damage sustained in the course of the named insured's operation:

Principal: All as required by written contract

SPECIAL ENDORSEMENT 12

REVISED SUBROGATION ENDORSEMENT

"In the event of any payment under this policy, the Company shall be subrogated to the extent of such payment, to all the Insured's rights of recovery therefor and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights, but the Company shall have no rights of subrogation against any owned or controlled subsidiary or affiliated companies of the Named Insured.

"This Insured shall do nothing after loss to prejudice such rights. If any amount is recovered as a result of the exercise of such rights such amount shall be apportioned as follows:

"First, any interests (including the Insured) that shall have paid an amount over and above any payment made under the policy shall be reimbursed up to the amount paid by such interest; second, the Company shall be reimbursed out of the balance then remaining, up to the amount paid under this policy; third, the Insured is entitled to the residue. The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned (including the Insured) in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of the Company, the expenses thereof shall be borne by the Company."

SPECIAL ENDORSEMENT 13

REVISED NOTICE OF OCCURRENCE ENDORSEMENT

It is agreed that the conditions of the general provisions is amended to read:

(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 there, and the names and addresses of the injured, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable after the office of Supervisor, Corporate Risk Management has been notified of such accident. The named insured shall promptly take at its expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.

SPECIAL ENDORSEMENT 14

PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT (ERRORS & OMISSIONS)

ELECTRONIC DATA PROCESSING PERSONNEL

The company, in consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified herein, agrees with the "named insured" as follows:

I. COVERAGE

The company will pay on behalf of the "insured" all sums which the "insured" shall become legally obligated to pay as damages because of any negligent act, error or omission in the performance of professional services by any Electronic Data Processing person in their capacity as such, and the Company will defend any suit against the insured seeking damages payable under the terms of this endorsement, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

EXCLUSIONS - This coverage does not apply to:

A. Any claim based upon any dishonest, fraudulent or malicious act.

B. Any claim with respect to which insurance is afforded in whole or in part under any other coverage afforded by the policy or any endorsement thereto, or by any other insurance available to the insured, whether on a primary, excess or contingent basis;

C. Any claim based upon the failure of any investment to produce the financial gain represented;

D. Any liability to a "named insured" under the policy;

E. Any claim based upon war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to:

1. Liability assumed by the insured under an incidental contract, or

2. Expenses for first aid under the Supplementary payments provision;

F. To any obligation for which the "insured" or any carrier as his "insurer" may be held liable under any Workers' Compensation, Unemployment Compensation or disability benefits law, or under any similar law;

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

H. Personal Injury and Property Damage as defined on the policy.

II. LIMITS OF LIABILITY

The limit of liability stated in this endorsement's schedule as applicable to "each claim", is the limit of the Company's liability for all damages arising out of any one claim; but subject to the above provision respecting "each claim", the total liability for all damages arising out of all claims made during each consecutive annual period shall not exceed the limit of liability stated in the schedule as "aggregate".

III. ENDORSEMENT PERIOD

This endorsement applies only to acts, errors or omissions which occur during the policy period.

IV. DEFINITION

When used in reference to this insurance, "insured" also includes any employee of the "named insured" provided the "insured" was in his or her capacity as an Electronic Data Processing person, in the employment of the "named insured".

V. SCHEDULE

Limit of Liability: As specified in the General Liability schedule of the policy.

ENDORSEMENT 15

"IN REM"

It is agreed that such insurance as is afforded by the policy, coverage shall not be deined solely on the grounds that the claim or suit against the insured is based on an "IN REM" proceeding.

SPECIAL ENDORSEMENT 16

PREMIUM PAYMENT PLAN

It is hereby agreed and understood that the premium for the policy period beginning September 30, 1983, will be remitted to the insurer according to the following schedule:

Date	Amount
September 30, 1984	$36,194
October 30, 1984	36,191
November 30, 1984	36,191
December 30, 1984	36,191
January 30, 1985	36,191
February 28, 1985	36,191
March 30, 1985	36,191
April 30, 1985	36,191
May 30, 1985	36,191
June 30, 1985	36,191
July 30, 1985	36,191
August 30, 1985	36,191

SPECIAL ENDORSEMENT #17

It is hereby agreed that Section VIII of the Broad Form Comprehensive General Liability Endorsement, GL 0404 (5-81) is amended to apply to watercraft of 50 feet in length or less.

It is also agreed that exclusion (B) (1) regarding contractual agreements in Section II of this endorsement is hereby deleted.

All other terms and conditions remain the same.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

3-26-84

SPECIAL ENDORSEMENT #18

VENDORS - BROAD FORM ENDORSEMENT

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:

(i) The insurance with respect to the vendor does not apply to:

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

(2) 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,

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

(4) 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.

(ii) 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.

(iii) The insurance does not apply with respect to accidents which occur outside the United States of America, its territories or possessions, or Canada.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

SPECIAL ENDORSEMENT #19

It is agreed that this policy covers the liability assumed by the insured under Track Lease No. 19789-D dated April 20, 1984, issued by the Soo Line Railroad Company for track in the NW¼ NW¼, Section 31, Township 150 North, Range 72 West, in Wells County, North Dakota.

SPECIAL ENDORSEMENT #20

For each incurred loss in excess of $100,000 the insured shall pay the insurer for Loss Adjustment Expenses (LAE) equal to 19% of the incurred loss that is in excess of $100,000; subject to a maximum LAE assessment of $60,183.00 for this policy period. This assessment shall be due within 60 days of the date that the loss reserves are set by the insurer.

In the event that a loss is settled for less than it was reserved, the insured shall be entitled to a proportional return of LAE for only those losses closed between $100,000 and $416,755 and for which an LAE assessment was levied.

The LAE assessment as provided herein shall apply only to those losses that are reported during this policy period.

Excess SIR Losses

$316,753.
x .19
60,183

Form MCS-90
(7/81)

OMB NO. 2125-0074

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer with a gross vehicle weight rating of 10,000 pounds or more propelled or drawn by mechanical power and used on a highway for transporting property.

BODILY INJURY includes injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage or potential for damage to human health, the natural environment, fish, shellfish and wildlife.

PROPERTY DAMAGE includes damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded for public liability does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

XX This insurance is primary and the company shall not be liable for amounts in excess of $1,000,000 for each accident.

☐ This insurance is excess and the company shall not be liable for amounts in excess of $_____ for each accident in excess of the underlying limit of $_____ for each accident.

Whenever required by the Bureau or the ICC the company agrees to furnish the Bureau or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the Bureau or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is: _____.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date notice is received by the ICC at its office in Washington, D.C.).

Issued to Farmers Union Central Exchange, Inc. of Inver Grove Heights, Minnesota

Dated at Denver, Colorado this 26 day of October, 19 84

Amending Policy No. 21-87133-25-02

Effective Date September 30, 1984

Countersigned by _____
Authorized Company Representative

Name of Insurance Company National Farmers Union Property & Casualty Company

©1981

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY—KANSAS

For a covered **auto** licensed or principally garaged in, or **garage operations** conducted in, Kansas, the policy is changed as follows:

A. CHANGES IN LIABILITY INSURANCE

OUR LIMIT OF LIABILITY applies except that **we** will apply the limit shown in the declarations to first provide the separate limits required by Kansas law as follows:

a. $15,000 for **bodily injury** to any one person caused by any one **accident,**

b. $30,000 for **bodily injury** to two or more persons caused by any one **accident,** and

c. $5,000 for **property damage** caused by any one **accident.**

This provision will not change **our** limit of liability.

B. CHANGES IN CONDITIONS

CANCELLING THIS POLICY DURING THE POLICY PERIOD does not apply. The following Condition applies instead:

TERMINATION

A. Cancellation

1. **You** may cancel the policy by returning it to **us** or by giving **us** advance notice of the date cancellation is to take effect.
2. **We** may cancel the policy by mailing **you** notice. If **we** cancel for non-payment of premium **we** will mail **you** at least 10 days notice. If **we** cancel for any other reason **we** will mail **you** at least 30 days notice.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. If this policy is cancelled, **you** may be entitled to a premium refund. However, making or offering to make the refund is not a condition of cancellation. If **you** cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If **we** cancel, the refund, if any, will be computed pro rata.

B. Non-Renewal

1. If **we** decide not to renew or continue this policy **we** will mail **you** at least 30 days notice before the end of the policy period. If **we** offer to renew or continue and **you** do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that **you** have not accepted **our** offer.
2. If **we** fail to mail proper notice and **you** obtain other insurance this policy will end on the effective date of that insurance.

C. Mailing of Notices

Any notice of cancellation or non-renewal will be mailed by certified or registered mail or United States post office certificate of mailing to **your** last known address. However, **we** may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.

D. Notice to Director of Vehicles

If **you** terminate, on a date other than the expiration date, by non-payment of premium or at **your** request, **we** will notify the director of vehicles within 20 days after that termination date.

If **we** terminate **we** will notify the director of vehicles on or before the effective date of termination.

© 1982

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN POLICY—OKLAHOMA

For a covered **auto** licensed in, or **garage operations** conducted in, Oklahoma, the policy is changed as follows:

A. CHANGES IN LIABILITY INSURANCE

OUR LIMIT OF LIABILITY is changed by adding the following:

Liability insurance is provided in this policy in accordance with coverage required by the Compulsory Insurance Law of Oklahoma.

B. CHANGES IN CONDITIONS

1. OTHER INSURANCE is changed by adding the following:

When two policies providing liability insurance apply to an **auto** and:

a. One provides coverage to a named **insured** who is an authorized motor vehicle dealer,

b. The other provides coverage to a person not engaged in that business, and

c. At the time of an **accident** a person described in 2. is operating the **auto,** then that person's liability insurance is primary and the dealer's liability insurance is excess over any insurance available to that person, provided:

(1) The person is operating the **auto** with the permission of the dealer, and

(2) The change in financial responsibility is evidenced by a release signed by the person operating the **auto,** and

(3) No fee or lease charge has been made by the dealer for the use of the **auto.**

2. CANCELLING THIS POLICY DURING THE POLICY PERIOD is changed by adding the following:

We will not cancel or refuse to renew LIABILITY INSURANCE or Collision Coverage solely because an **insured** has been involved in a motor vehicle collision and the **insured** was not at fault.

A230
(Ed. 1-74)

CP 02 54 (Ed. 1-74)

TERMINATION PROVISIONS AMENDMENT—MICHIGAN

It is agreed that with respect to the "Cancellation" provisions of the policy:

1. The words "at the address shown in this policy," appearing in the first paragraph of the "Cancellation" Condition, are amended to read "at his address last known to the company or its authorized agent."
2. The provisions (if forming a part of the policy) of the endorsement entitled "Termination Provisions Amendment—Michigan" apply as stated therein.
3. The provisions, if any, forming a part of the policy which (by endorsement or otherwise) amend the "Cancellation" provisions of the policy other than as stated or designated in this endorsement are deleted.

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

AUTHENTIC

A230
(Ed. 1-74)

LA211
(Ed. 1-74)

AG 01 62 (Ed. 1-74)

AMENDMENT OF POLICY PROVISIONS SUPPLEMENT—WISCONSIN

It is agreed that paragraph 7A of Amendment of Policy Provisions—Wisconsin is amended to read as follows:

During the last thirty days of each annual period of this policy commencing with its original effective date, the company shall not exercise its right to cancel the insurance unless 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 finance plan or extension of credit. If this policy is written without a fixed expiration date or for a policy period longer than one year, this policy may be terminated by the company effective on the expiration of any such annual period by mailing to the **insured** named in Item 1 of the declarations at the address shown in this policy, written notice of such termination not less than thirty days prior to the expiration of such annual period. 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.

Notwithstanding the failure of the company to comply with the foregoing provisions of this Condition, this policy shall terminate 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.

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

AUTHENTIC

LA211
(Ed. 1-74)

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

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | Policy No. | Endorsement No.

Named Insured

Additional Premium $ Incl,

Countersigned by _____
(Authorized Representative)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE

UNDERGROUND RESOURCES AND EQUIPMENT COVERAGE

It is agreed that the following additional provisions apply with respect to **property damage** included within the **underground resources and equipment hazard** arising out of the operations performed by or on behalf of the **named insured** and described in this endorsement:

Limits of Liability

With respect to **property damage** included within the **underground resources and equipment hazard** the limits of liability provisions stated elsewhere in the policy are replaced by the following:

The total liability of the company for all damages because of all **property damage** included within the **underground resources and equipment hazard** and arising out of operations in connection with any one well shall not exceed the limit of liability stated below as "aggregate".

Exclusions

This insurance does not apply:

(a) to any cost or expense incurred by or at the request of the **named insured** or any **co-owner of the working interest** in connection with controlling or bringing under control any oil, gas or water well;

(b) to damages claimed by any **co-owner of the working interest**;

Definitions

"underground resources and equipment hazard" includes **property damage** to any of the following:

(a) oil, gas, water or other mineral substances which have not been reduced to physical possession above the surface of the earth or above the surface of any body of water;

(b) any well, hole, formation, strata or area in or through which exploration for or production of any substance is carried on;

(c) any casing, pipe, bit, tool, pump or other drilling or well servicing machinery or equipment located beneath the surface of the earth in any such well or hole or beneath the surface of any body of water.

"co-owner of the working interest" means any person or organization who is, with the **named insured**, a co-owner, joint venturer or mining partner in mineral properties who participates in the operating expense of such properties or who has the right to participate in the control, development or operation of such properties.

Agreement in Connection with Blow-Outs or Cratering of Wells

Upon the **occurrence** of a blow-out or cratering of any oil, gas or water well resulting from or in connection with operations performed by or on behalf of the **named insured**, the **named insured** hereby agrees that he will, at his own cost and expense, use due and reasonable diligence to take all such prompt and immediate steps for the purpose of controlling or bringing under control such well as shall be required of him by regulation, order or directive of public authorities having jurisdiction in the matter, unless such regulation, order or directive is being complied with by others.

For failure or delay of the **named insured** to comply with the obligations of this agreement, the company shall not be liable for any **property damage** included within the **underground resources or equipment hazard** resulting from the blow-out or cratering of any such well.

Description of Operations

Gasoline Recovery—from casing head or natural gas

Oil Lease Operators or Gas Lease Operators—natural gas

Oil or Gas Well Shooting

Oil or Gas Wells—cleaning or swabbing—by contractors

Oil or Gas Wells—servicing—by contractors

Oil or Gas Wells—drilling or redrilling, installation or recovery of casing

Limit of Liability: $ 1,000,000 Aggregate

The policy to which this endorsement is attached is written in pursuance of and is to be construed in accordance with the MOTOR CARRIER ACT, (TITLE 8, CHAPTER 1, RCM 1947, Sections 8-101 to 8-130), and the rules and regulations of the Public Service Commission of the State of Montana adopted thereunder. The policy is to be filed with the state in accordance with said statutes and rules.

In consideration of the premium stated in the policy to which this endorsement is attached, the Company hereby agrees to pay any final judgment recovered against the insured for bodily injury to or the death of any person or loss of or damage to property of others (excluding injury to or death of the insured's employees while engaged in the course of their employment, and loss of or damage to property of the insured, and property transported by the insured, designated as cargo), resulting from the negligent operation, maintenance, or use of motor vehicles under certificate of public convenience and necessity or permit issued to the insured by the Public Service Commission of the State of Montana, under the Motor Carrier Act (R.C.M. 1947, Sections 8-101 et seq.), within the limits of liability hereinafter provided, regardless of whether such motor vehicles are specifically described in the policy or not. It is understood and agreed that upon failure of the Company to pay any such final judgment recovered against the insured, the judgment creditor may maintain an action in any court of competent jurisdiction against the Company to compel such payment. The bankruptcy or insolvency of the insured shall not relieve the Company of any of its obligations hereunder. The liability of the Company extends to such losses, damages, injuries, or deaths whether incurring on the route or in the territory authorized to be served by the insured or elsewhere in the State of Montana.

The liability of the Company on each motor vehicle for the following limits shall be a continuing one notwithstanding any recovery hereunder:

SCHEDULE OF LIMITS

MOTOR CARRIERS — BODILY INJURY LIABILITY — PROPERTY DAMAGE LIABILITY

(1) KIND OF EQUIPMENT	(2) Limit for bodily injuries to or death of one person	(3) Limit for bodily injuries to or death of all persons injured or killed in any one accident (subject to a maximum of $25,000 for bodily injuries to or death of one person)	(4) Limit for loss or damage in any one accident to property of others (excluding cargo)
Passenger Equipment (Seating Capacity)			
Seven passengers or less	$25,000	$100,000	$10,000
8 to 12 passengers, inclusive	25,000	150,000	10,000
13 to 20 passengers, inclusive	25,000	200,000	10,000
21 to 30 passengers, inclusive	25,000	250,000	10,000
31 passengers or more	25,000	300,000	10,000
Freight Equipment			
All motor vehicles used in the transportation of property	$25,000	$100,000	$10,000

Nothing contained in the policy or any other endorsement thereon, nor the violation of any of the provisions of the policy or of any endorsement thereon by the insured, shall relieve the Company from liability hereunder or from the payment of any such final judgment.

This endorsement may not be cancelled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the insured giving thirty (30) days' notice in writing to the Public Service Commission of the State of Montana at its offices at 1227 11th Avenue, Helena, Montana 59601, said thirty (30) days' notice to commence to run from the date notice is actually received at the office of said Commission.

Attached to and forming a part of Policy No. 21-87133-25-02 issued by the National Farmers Union Property and Casualty Insurance Company to Farmers Union Central Exchange, Inc.

(DATE) (Signature of agent or other officer)

NATIONAL FARMERS UNION PROPERTY AND CASUALTY CO.

THIS ENDORSEMENT FORMS A PART OF THE POLICY TO WHICH ATTACHED

POLICY NO.
21-87133-25-02

VEHICLE NO.
21-099

EFFECTIVE DATE
November 29, 1984

IT IS AGREED BETWEEN THE COMPANY AND THE NAMED INSURED THAT:

ENDORSEMENT

In consideration of no additional premium, it is agreed that Special Endorsement 14 is revised to include Accounting personnel, in addition to Electronic Data Processing personnel.

All other conditions remain the same.

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

12-18-84 ts

PG-310

INSURED'S COPY

NATIONAL FARMERS UNION
PROPERTY & CASUALTY COMPANY

THIS ENDORSEMENT FORMS A PART OF THE POLICY TO WHICH ATTACHED.

POLICY NO. 21-87133-25-02 VEHICLE NO.

EFFECTIVE DATE 11-29-84

ENDORSEMENT

ENDORSEMENT #21

LAWYERS MALPRACTICE INJURY COVERAGE PART

LIMITS OF LIABILITY: $1,000,000 Each Claim
$1,000,000 Aggregate

DEDUCTIBLE: $ 100,000 Each Claim

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of lawyers' malpractice injury to which this policy applies and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury or 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 filed after the applicable limit of the company's liability has been exhausted by payment or judgments or settlements.

EXCLUSIONS

This insurance does not apply to:

1. any dishonest, fraudulent, criminal or malicious act or omission of the insured;

2. injury arising out of the rendering of or failure to render professional legal services to the named insured or any officer, director or stockholder or employee thereof;

3. bodily injury, personal injury or property damage;

4. any loss sustained by the insured as the beneficiary or distributee of any trust or estate,

but part 2. of this exclusion does not apply to the gratuitous rendering of such services to any officer or employee of the named insured if such services are not related to the business of the named insured.

AUTHORIZED REPRESENTATIVE

INSURER'S COPY

ENDORSEMENT #21 (Continued)

ENDORSEMENT

DEFINITIONS

"Lawyers' malpractice injury" means injury arising out of the rendering of or failure to render during the policy period, professional legal services by any attorney at law who is a salaried officer or employee of the named insured.

LIMITS OF LIABILITY

The limit of liability stated in this form as applicable to "each claim" is the total limit of the company's liability for all damages arising out of all acts or omissions in connection with the same professional service regardless of the number of claims or claimants.

Subject to the foregoing provision respecting "each claim", the limit of liability stated in this form as "aggregate" is the total limit of the company's liability hereunder for all damages.

TERRITORY

This insurance applies to Lawyers' Malpractice injury which takes place anywhere, provided that the claim is made or suit is brought in the United States of America, its territories or possessions or Canada.

Umbrella Excess Liability Policy

CONTENTS

We've designed your Umbrella Excess Liability Policy so it can be tailored to fit your individual insurance needs. Because each policy may be different, the pages aren't numbered consecutively. Here's a list of commonly referred to items in the same order as they appear in your policy.

Introduction Page

Name and mailing address of insured
Name and location of insurance company
Policy dates
Former policy number
Your premium
Name and address of our authorized representative

General Rules

Your policy period
Estimated premiums
Our right to inspect and audit
Policy changes
Assignment and transfer
Cancellation
Recovering damages from a third party
Fraud and misrepresentation
How state law affects this policy
Arbitration of property disputes
Lawsuits against us
Provision required by law

What To Do If You Have A Loss

Coverage Summary and Coverages

The Coverage Summary shows the variable information that affects your coverage.

Each type of coverage included in your policy is provided by a separate form called an insuring agreement. These agreements follow the "What To Do If You Have A Loss" page.

POLICY CHANGE ENDORSEMENT

St Paul

This endorsement summarizes the changes to your policy. All other terms of your policy not affected by these changes remain the same.

How Your Policy Is Changed

FORM 40502 - PROFESSIONAL SERVICES EXCLUSION ENDORSMENT IS DELETED AND REPLACED BY FORM 43707 INSURANCE AND RELATED WORK EXCLUSION ENDORSEMENT UMBRELLA EXCESS LIABILITY.

Premium Change Which Is Due Now

Additional Premium N/A

Returned Premium N/A

If issued after the date your policy begins, these spaces must be completed and our representative must sign below.

Policy issued to

CENEX AGENCY, INC.

Authorized representative

Endorsement takes effect

12-31-87

Policy Number

506XA0541

40704 Ed.5-84 Printed in U.S.A.

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Endorsement

INSURANCE AND RELATED WORK EXCLUSION ENDORSEMENT – UMBRELLA EXCESS LIABILITY

St Paul

This endorsement changes your Umbrella Excess Liability Protection.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Insurance and related work. We won't cover injury or damage that results from:

1. Assumption of any obligation under an insurance contract or treaty by any protected person.

2. Failure to carry out, or the improper carrying out of any contractual or other obligation or duty in connection with an insurance contract or treaty.

3. Membership in or contribution to any voluntary or involuntary:
- plan, pool or association;
- insolvency or guarantee fund; or
- any similar fund organization or association.

4. Performance of or failure to perform professional services in:
- advising, inspecting, reporting or making recommendations in the protected person's capacity as an insurance agent, broker, consultant, representative or company;
- obtaining insurance, reinsurance or suretyship coverages;
- the investigation, defense or settlement of any claim under any contract of insurance, self-insurance, reinsurance or suretyship;
- the auditing of accounts or records of others;
- the conduct of an investment loan, or real estate department or operation;
- any capacity as a fiduciary or trustee for mutual, pension or welfare funds or similar activities; or
- the performance of any claim, investigative, adjustment, engineering or inspection service for a fee.

Insurance contract or treaty means any contract or treaty of:
- insurance;
- reinsurance;
- suretyship;
- annuity endowment; or
- employee benefit plan;

including applications, receipts or binders.

Other Terms

All other terms of your policy remain the same.

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UMBRELLA EXCESS LIABILITY PROTECTION
SCHEDULE OF BASIC INSURANCE

St Paul

This schedule describes your Basic Insurance.

"REVISED"

Schedule of Basic Insurance

Commercial General Liability	**Limits of Insurance**	
Insurer ST. PAUL FIE AND MARINE INS CO.		
Policy number GL00604381	General total limit.	$ 2,000,000.
Policy period 12-31-87 TO 12-31-88	Products and completed work total limit.	$ 0
Policy coverage is: ☐ claims-made ☐ not claims-made	Personal injury and advertising injury limit.	$ 1,000,000.
	Each event limit.	$ 1,000,000.
	Fire damage limit.	$ 50,000.

Automobile Liability	**Limits of Insurance**
Insurer	*Bodily injury and property damage combined* Each accident $
Policy number	
Policy period	*Bodily injury* Each person $ / Each accident $
	Property damage Each accident $

Employer's Liability	**Limits of Insurance**
Insurer	Bodily injury by accident Each accident $
Policy number	
Policy period	Bodily injury by disease Policy limit $ / Each employee $

If issued after the date your policy begins, these spaces must be completed and our representative must sign below.

Policy issued to

CENEX AGENCY, INC AND AG AGENCY, INC.

Authorized representative

Schedule takes effect: 12-31-87

Policy Number: 506XA0541

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INTRODUCTION

St Paul

506XA0541

This policy protects against a variety of losses. There are also some restrictions. We've written the policy in plain, easy-to-understand English. We encourage you to read it carefully to determine what is and is not covered, as well as the rights and duties of those protected.

The words you, your and yours mean the insured named here:

Cenex Agency, Inc and
Ag Agency, Inc
PO Box 43366
St. Paul, MN 55164

Which is a:

☒ corporation	☐ individual
☐ partnership	☐ joint venture
☐ other	☐ condominium

We, us, our and ours mean the **St. Paul Fire and Marine Insurance Company.** We're a capital stock company located in St. Paul, Minnesota.

Your policy is composed of General Rules, an explanation of What To Do If You Have A Loss, one or more Coverage Summaries, and one or more Insuring Agreements explaining your coverage. It may also include one or more endorsements. Endorsements are documents that change your policy. The agreements and endorsements included when this policy begins are listed below. One of our authorized representatives must also countersign the policy before it is valid.

This policy will begin on 12-31-87 and continue until 12-31-88. Your former policy, number 506XA0541 is automatically cancelled on the date this policy begins.

In return for your premium, we'll provide the protection stated in this policy. Your premium is $17,194.00

Forms Included When This Policy Begins

Form number and edition date		
General Rules	40701	05-84
Minnesota Required Endorsement	40573	08-82
What To Do If You Have A Loss	40755	10-86
Umbrella Excess Liability Protection Schedule of Insurance	43666	12-85
Umbrella Excess Liability Protection	43209	02-83
Umbrella Excess Liability Protection Coverage Summary	43664	12-85
Umbrella Excess Limits of Coverage Endorsement	43662	12-85
Excess Errors and Omissions Coverage Summary	43319	03-84
Excess Errors and Omissions Claims Made	43128	01-84
ERISA Exclusion Endorsement	PEX011	
Umbrella Excess Pollution Exclusion Endorsement	43691	04-86
Auto Liability Limitation Endorsement	43111	02-82
Professional Services Exclusion Endorsement	40502	01-80

Our authorized representative is:
2204510

Johnson & Higgins, Inc
100 Washington Square
Minneapolis, MN 55440

President Secretary

Robert J. Haugh Juanita B. Luis

Authorized Representative Date

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These rules apply to the entire policy unless you're notified otherwise.

Special Rights And Duties Of The First Named Insured

You agree that when more than one insured is named in the introduction, the first named insured has special rights and duties. These rights and duties are explained in the following General Rules:

- Premiums.
- Cancellation.
- Policy Changes.

Your Policy Period

Insuring agreements in this policy begin at 12:01 a.m., standard time, on the effective date. If this policy replaces policies ending at noon, rather than 12:01 a.m., coverage begins at noon when the old policy ends.

Insuring agreements added to this policy after its effective date begin on the effective date of the added agreement.

Coverage ends at 12:01 a.m., standard time, on the expiration date. If all or part of this policy is cancelled for any reason before that date, that coverage will end at 12:01 a.m., standard time, on the cancellation date.

Premiums

We compute the premium you pay for this policy using information available at the time. So, all or part of your premium may be based on estimates. If estimates are used, we'll compute your actual premium when complete information is available at the end of the policy period. If it's more than you've paid, you'll owe us the difference. If it's less, we'll return the difference. But you won't pay less than any minimum annual premium agreed on. The first named insured is responsible for paying all premiums and will be the one to whom we'll pay any return premiums.

You must keep accurate records of the information we'll need to compute your premium. Your agent can explain the type of records we'll need. The first named insured agrees to send copies of these records at the end of each policy period - or any other time we request them.

Our Right To Inspect And Audit

You agree to let us inspect your property and business operations during normal business hours while this policy is in force. We're not, however, required to make inspections. Nor will we guarantee that your property or operations are safe, or that they conform to any laws, codes, standards or regulations. This rule also applies to any organization which makes insurance inspections, surveys, reports or recommendations for us.

You also agree to let us examine and audit your financial books and records that relate to this insurance at any time up to 3 years after this policy ends.

Policy Changes

This policy contains all the agreements between you and us concerning this insurance. The first named insured is authorized to make changes in this policy with our consent. This policy can only be changed by a written form included as part of the policy. This form must be signed by one of our authorized representatives.

We make changes in our standard insurance policy forms from time to time. These changes must conform to state law and are filed with insurance supervisory authorities for approval. While your coverage is in force we can make any change in the form of this policy that broadens or extends your coverage. If we do, and the change can be added to your policy without increasing the premium, you'll automatically receive the benefit of the extended or broadened

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coverage on the day the change is effective in your state.

Assignment And Transfers

Neither you nor anyone else covered under this policy can assign or turn over your interest in it without our written consent attached to the policy.

However, there is one exception. If you are an individual named insured and you die, your rights and duties will be transferred to your legal representative; but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties concerning that property.

Cancellation

The first named insured can cancel this policy in whole or part at any time.

To cancel, the first named insured must deliver the policy or the part to be cancelled to us or to any of our authorized agents. If this isn't possible notify us by mail and include the date coverage is to end. We'll refund the unused premium to the first named insured, less a charge for early cancellation.

If we cancel this policy, we'll mail or deliver a cancellation notice to the first named insured at least 30 days before coverage will end: 10 days if we're cancelling for nonpayment of premium. If notice is mailed, proof of mailing to the first named insured's last mailing address known to us will be considered proof you were notified. Any unused premium will be refunded to the first named insured as soon as possible. However, the cancellation will be effective whether or not we've made or offered a refund.

Recovering Damages From A Third Party

Any person protected under this policy may be able to recover all or part of a loss from someone other than us. Because of this, each protected person must do all that's possible after a loss to preserve any right of recovery available. If we make a payment under this policy that right of recovery will belong to us. If we recover more than we've paid, the excess will belong to the person who had the loss. But we'll deduct our recovery expenses first.

Fraud And Misrepresentation

This policy is void if you or any other protected person hide any important information from us, mislead us, or attempt to defraud or lie to us about any matter concerning this insurance - either before or after a loss. Of course, everyone makes mistakes. Unintentional errors or omissions won't affect your rights under this policy.

Appraisal Of Property Disputes

If your policy includes property insurance and agreement can't be reached on the amount of a property loss or the value of the property, the following procedure will be used:

1. One of us will make a written demand for an appraisal.
2. Each will select a competent and impartial appraiser and notify the other of the selection within 30 days of the demand.
3. The appraisers will select a competent and impartial umpire. If they can't agree on an umpire, either may ask that one be selected by a judge of a court having jurisdiction.
4. The appraisers will state separately the amount of the loss and the value of the property. If they don't agree, they'll submit their appraisals to the umpire. Agreement of two out of three will be binding.

You'll pay your appraiser and we'll pay ours. Other costs of the appraisal and the umpire will be shared equally by you and us.

If we submit to an appraisal, we'll still retain our right to deny the claim.

How State Law Affects This Policy

Any part of this policy that conflicts with state law is automatically changed to conform to the law.

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Lawsuits Against Us

No one can sue us to recover under this policy unless all of its terms have been lived up to.

If your policy includes property insurance. Any lawsuit to recover on a property claim must begin within 2 years after the date on which the direct physical loss or damage occurred. State law gives you more time for property located in these states:
- North Dakota, North Carolina, Maryland - 3 years;
- Wyoming - 4 years; and
- Kansas, Nebraska - 5 years.

If your policy includes liability insurance. No one can sue us on a liability claim until the amount of the protected person's liability has been finally decided either by a trial or by a written agreement signed by the protected person, by us and by the party making this claim. Once liability has been determined by judgment or by written agreement, the party making the claim may be able to recover under this policy, up to the limits of coverage that apply. But that party can't sue us directly or join us in a suit against the protected person until liability has been so determined.

If the protected person or his or her estate goes bankrupt or becomes insolvent, we'll still be obligated under this policy.

Provision Required By Law

"This policy is issued under and in pursuance of the laws of the State of Minnesota, relating to Guaranty Surplus and Special Reserve Funds." Chapter 437, General Laws of 1909. (This provision applies only if this policy is issued in the St. Paul Fire and Marine Insurance Company.)

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This endorsement changes your policy to comply with Minnesota law.

Our Right To Inspect And Audit

The second paragraph of the Our Right To Inspect And Audit section of the General Rules is replaced by the following.

You also agree to allow us to examine and audit your financial books and records that relate to this insurance at any time up to 1 year after this policy ends.

Other Terms

All other terms of your policy remain the same.

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Loss Or Damage To Covered Property

If an accident or incident causes a property loss that's covered under this policy you must:

1. Notify the police if a law may have been broken.

2. Tell us or our agent what happened as soon as possible. Include the time and place of the event, a description of the property and the names and addresses of any witnesses.

3. Do what is reasonable and necessary to protect covered property from further damage. Keep a record of your expenses for consideration in your claim.

4. If feasible, separate the damaged property from the undamaged and make an inventory of the damaged items. This doesn't apply to Auto insurance if included in your policy.

5. Cooperate with us in the investigation and settlement of the claim. Show us the damaged property and any records you have to prove your loss at such times as may reasonably be required. Also permit us to take samples of damaged property for inspection, testing, and analysis. If your loss involves a covered auto, permit us to inspect the auto before it is repaired or disposed of.

6. Allow us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. If we do, you agree to sign a copy of your answers.

7. Send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We'll supply the forms. We'll pay within 30 days after we reach agreement with you.

Someone Is Injured Or Something Happens Which Can Result In A Liability Claim

If an accident or incident occurs that may involve this policy, you or any other protected person involved must:

1. Notify the police if a law may have been broken.

2. Tell us or our agent what happened as soon as possible. Do this even though no claim has been made but you or another protected person is aware of having done something that may later result in a claim. This notice should include:
- The time and place of the event;
- The protected person involved;
- The specific nature of the incident including the type of claim that may result; and
- The names and addresses of any witnesses and injured people.

Important Exception For Hospitals
If Professional Hospital Liability Protection - Claims Made is included in this policy, we won't consider a "Patient Incident Report" or "Variance Report" to be your report of a claim made - even if you send it to us or one of our agents.

3. Send us copies of all demands or legal documents if someone makes a claim or starts a lawsuit.

4. Cooperate and assist us in securing and giving evidence, attending hearings and trials, and obtaining the attendance of witnesses.

5. Not assume any financial obligation or pay out any money without our consent. But this rule doesn't apply to first aid given to others at the time of an accident.

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UMBRELLA EXCESS LIABILITY PROTECTION
SCHEDULE OF BASIC INSURANCE

St Paul

This schedule describes your Basic Insurance.

Schedule of Basic Insurance

Commercial General Liability	**Limits of Insurance**	
Insurer St. Paul Fire & Marine		
Policy number GL00604381	General total limit.	$ 2,000,000.
Policy period 12-31-87 to 12-31-88	Products and completed work total limit.	$ 2,000,000.
	Personal injury and advertising injury limit.	$ 1,000,000.
	Each event limit.	$ 1,000,000.
	Fire damage limit.	$ 100,000.

Automobile Liability	**Limits of Insurance**	
Insurer	*Bodily injury and property damage combined*	
Policy number	Each accident	
Policy period	$	
	Bodily injury	
	Each person	Each accident
	$	$
	Property damage	
	Each accident	
	$	

Employer's Liability	**Limits of Insurance**	
Insurer	Bodily injury by accident	
Policy number	Each accident	
	$	
Policy period	Bodily injury by disease	
	Policy limit	Each employee
	$	$

If issued after the date your policy begins, these spaces must be completed and our representative must sign below.

Policy issued to

Cenex Agency, Inc and Ag Agency, Inc

Authorized representative	Schedule takes effect	Policy Number
	12-31-87	506XA0541

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We've designed this agreement to provide extra protection, over your basic liability insurance. Of course, there are some limitations which are explained later in this agreement.

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What This Agreement Covers

We'll pay amounts you and others protected under this agreement are legally required to pay as damages for covered bodily injury, property damage, personal injury, and advertising injury claims, caused by an event.

Event means an accidental event that results in bodily injury or property damage the protected person didn't expect or intend to happen. An event also means an act or a series of similar or related acts that result in personal injury or advertising injury.

Bodily injury means any harm to a person's health that happens while this agreement is in effect. Bodily injury includes any physical harm, sickness or disease. And it includes mental anguish, injury or illness, whether or not there has been physical harm or illness. If a bodily injury is covered, we'll cover damages for care, loss of services or death resulting from the injury.

Property damage means any damage to tangible property of others that happens while this agreement is in effect. This includes loss of use of the damaged property resulting from the damage. Property damage also includes loss of use of other's property that hasn't been physically damaged if caused by an accidental event that happens while this agreement is in effect.

Personal injury means any of the following acts of interference with an individual's rights that happens in the course of your business while this agreement is in effect:
- false arrest, wrongful detention, malicious prosecution, humiliation or false imprisonment;
- libel, slander, defamation of character, or invasion of an individuals right of privacy. But not such acts that arise from advertising activities;
- wrongful entry, wrongful eviction or other invasion of the right of private occupancy; or
- assault or battery committed to prevent or remove a danger to people or property.

Advertising injury means any of the following acts of interference with a person's rights that happens in the course of your business while this agreement is in effect:
- libel, slander, defamation of character, or invasion of an individuals right of privacy;
- infringement of any copyright, title or slogan;
- piracy, unfair competition or idea misappropriation under an implied contract;

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when the act is committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arises out of your advertising activities.

Injury or damage. When we say injury or damage we mean bodily injury, property damage, personal injury or advertising injury.

Coverage In Addition To Your Basic Insurance

When a claim covered by this agreement is covered by your Basic Insurance, we'll pay damages you and others protected by this agreement are legally required to pay if those damages are over the coverage limits of your Basic Insurance. But we'll only pay amounts up to the limits of coverage under this agreement. For example:

You are the owner of a store. A customer slips and falls in your store and suffers serious injury. The customer then sues you and the court awards him $1,000,000 in damages.

You have a basic liability insurance policy with a coverage limit of $750,000 and the limit of coverage under this agreement is $1,000,000. We'll therefore pay $250,000 since that's the amount by which the damages exceed the limit of your Basic Insurance; and it's also less than the limit under this agreement.

Your Basic Insurance is listed on the Schedule of Basic Insurance. It doesn't matter whether you bought the insurance from us or from other insurance companies.We refer to this insurance as your Basic Insurance in this agreement.

If the total limits of your Basic Insurance (which may be referred to in the Basic Insurance policies as aggregate limits) are reduced by the payment of claims resulting from all events that occur during our policy year and that would be covered by this agreement, we'll pay damages above those reduced limits. And if the limit of your Basic Insurance were used up altogether to pay claims that would be covered by this agreement, this agreement will then cover you as if it were your Basic Insurance.

Damages you are legally required to pay are either:

- amounts you or other protected persons must pay under a court judgment; or

- amounts you or another protected person must pay under the terms of a settlement agreement signed by you, by us, and by the party making the claim.

But they don't include legal expenses, your office expenses or the salaries of your employees. Amounts recovered from other sources are deducted from amounts you or another protected person must pay to determine the net liability.

Defense of claims. We won't pay the cost of, or conduct the investigation, defense, or settlement of a claim if those costs are covered by your Basic Insurance. However, we do have the right to associate in the defense and control of any claim that is reasonably likely to involve us.

If any event results in claims that use up the limits of coverage under your Basic Insurance, we'll then take over the defense of any claim resulting from the same event that has been brought against you or any other protected person. But we'll only do this if:

- the claim is covered by this agreement; and

- this agreement is immediately in excess of your Basic Insurance. This means you don't have other excess insurance with another company that would apply over your Basic Insurance. Of course, you may have excess insurance that applies to claims over the limits of coverage in this agreement.

Coverage When Your Basic Insurance Doesn't Apply

If your Basic Insurance doesn't cover a claim which is covered by this agreement, we'll pay damages that you or other protected persons are legally required to pay. However, you'll be responsible for the claim up to the deductible amount shown on the Coverage Summary. Of course, our payments won't exceed the limit of coverage.

Additional benefits. All of the following benefits are in addition to the limits of coverage. These

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benefits apply only when your Basic Insurance doesn't apply.

Defending lawsuits. We'll defend any suit brought against you or any other protected person for covered claims, even if the suit is groundless or fraudulent. We have the right to investigate, negotiate and settle any suit or claim if we believe that is proper. We'll pay all costs of defending the suit, including interest on that part of any judgment that doesn't exceed the limit of coverage that applies. But we won't defend a suit or pay a claim after the limit of coverage has been used up in paying judgments or settlements.

Expenses related to defense. We'll also pay all reasonable costs that you or any protected person incur at our request while helping us investigate or defend a claim or suit. This includes up to $200.00 per day for actual loss of earnings. For example, if someone sues you, we may ask you to be a witness in a trial. If you lose earnings as a result, we'll pay up to $200.00 per day for earnings you actually lose.

Legal bonds. We'll pay premiums for appeal bonds, or bonds to release property that's being used to secure a legal obligation, that are required in a suit we defend. We'll pay premiums for bonds valued up to the limit of coverage. We'll also pay the cost of bail bonds required because of a covered auto accident, including bonds for related traffic law violations. But we have no obligation to apply for or furnish these bonds.

If the laws of a foreign country prohibit us from providing these Additional Benefits, we'll pay any similar expenses you incur with our written consent.

Who Is Protected Under This Agreement

Protected persons are people and organizations protected under this agreement.

Here's a list of "protected persons" and certain limitations on their liability protection. Each is protected separately. However, the limits of coverage shown in the Coverage Summary are shared by all protected persons.

Who Is Protected For Claims Not Related To Autos

This section describes those protected for claims not arising out of the use of autos. Persons who are protected for auto-related claims are described in the next section of this agreement.

Individual. If this policy is in your name as an individual, you and your spouse are protected against claims resulting from conducting your business as a sole proprietor.

Partnership–joint venture. If this policy is in the name of a partnership or joint venture, that organization is protected. Individual partners or co-venturers are also protected for their liability as members of the named organization. But we won't protect any person or organization for their liability resulting from membership in a partnership or joint venture which is not named as an insured in the introduction.

Corporation. If this policy is in the name of a corporation, or other type of organization, its executive officers, directors and stockholders are protected while they're acting within the scope of their duties for the named organization.

Employees. Your employees are protected while they're acting within the scope of their duties for you.

Subsidiaries. If you have subsidiaries or own or control other companies before the date this agreement takes effect, they're protected. We'll also protect other such companies that you acquire while this agreement is in effect if you notify us within 60 days after you acquire them.

Real estate manager. Any person or organization is protected while acting as a real estate manager for you.

Those protected under your Basic Insurance. We'll protect any other person or organization who is protected under your Basic Insurance, subject to the same coverage limitations as your Basic Insurance.

Those you have agreed to protect. We'll protect any person, organization, trustee or estate with

whom you've entered into a written contract that requires you to provide the kind of protection offered by this agreement. However, this protection only applies in connection with:

•operations you conduct or that are conducted on your behalf; or
•facilities you own or use.

Who Is Protected For Auto-Related Claims

The following persons are protected for auto-related claims and the extent of coverage is explained.

1. You.

2. Those protected under your Basic Insurance. We'll protect any other person or organization who is protected under your Basic Insurance, subject to the same coverage limitations as your Basic Insurance.

3. Anyone while using with your permission an auto you own, rent or borrow. However, we won't protect:
•the owner of an auto you rent or borrow if the owner is an employee of yours or a member of an employee's household, unless covered under your Basic Insurance;

•you or anyone else, if this policy is in the name of a partnership, for the use of an auto owned by or registered in the name of a partner, unless covered under your Basic Insurance;

•anyone while working in the business of selling, servicing, repairing or parking autos, unless the business is yours;

•anyone while moving property to or from an auto, unless he or she is one of your employees, a person who leases or borrows an auto from you, or any of that person's employees.

4. Anyone legally responsible for the actions of a protected person, to the extent of that responsibility. But we'll protect the owner or anyone else from whom you rent or borrow an auto only if that auto is a trailer connected to an auto you own.

Autos are cars, trucks, trailers and other land vehicles designed for travel on public roads - but not mobile equipment.

Mobile equipment means the following types of land vehicles:
•Those that don't have to be licensed.
•Those designed for use mainly off public roads.
•Those kept for use only on your premises or that part of a road or other access adjacent to your premises.
•Those used only to provide mobility for permanently attached specialized equipment. For example, these include well drilling rigs, power cranes, concrete mixers that remain on a job site and similar equipment.
•Specialized equipment like bulldozers, rollers, graders, farm machinery and similar equipment.

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Where We Cover

We cover events that take place anywhere.

Limits Of Coverage

Two types of limits - an "Each event limit" and a "Total limit" - apply to the amount we'll pay. These limits are shown in the Coverage Summary.

Each Event Limit

This is the most we'll pay for all claims that result from any one event. This applies no matter how many persons protected under this agreement are involved or how many claims are made. We'll consider all bodily injury and property damage caused by continuous or repeated exposure to basically the same conditions to be the result of one event.

We'll also consider all personal injury caused by a series of similar or related acts to be the result of one event.

And we'll consider all advertising injury caused by a series of acts in which the same or similar advertising material is used to be the result of one event. Regardless of the number or kinds of media involved.

A photo used in your advertising campaign includes two men in the background. They never consented to the use of their pictures. You use the photo in different magazine ads and television commercials over a few weeks. Both men sue you for invasion of privacy. We'll consider their claims to be the result of one event.

Total Limit

The total limit is the most we'll pay for all claims involving products and completed work, that result from all accidental events that occur in a policy year. By policy year, we mean each consecutive annual period of this agreement.

Products and completed work. The total limit applies to bodily injury and property damage that happens away from your premises and is caused by your products, your completed work, or people relying on statements or warranties you've made about your products or completed work.

Your products mean any product or its container which you or others using your name have manufactured, sold, handled or distributed, if the injury or damage occurs after you've given physical possession of the product or container to others. We won't consider a vehicle to be a container. We won't consider items rented to others to be your products. Nor will we consider your products to include an item you haven't sold but which you allow others to use - like a vending machine.

Completed work means work you've completed, had completed for you or abandoned.

When we consider work to be completed. We'll consider work to be completed at the earliest of the following, even though further service, maintenance, correction, repair or replacement is required because of a defect:

- When all work contracted to be done by you or on your behalf has been finished.
- When all work to be done by you or on your behalf at the site of the work which causes the injury or damage has been finished.
- When the part of the work which causes the injury or damage has been put to its intended use by someone other than another contractor who is working for a principal on the same project.

However, we won't consider uninstalled or abandoned materials or tools to be completed work. Nor will we consider any work done in connection with transporting property - other than a condition created by the loading or unloading of a vehicle - to be completed work.

The Deductible

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The Coverage Summary shows the amount of the deductible. The protected person will be responsible up to that amount for each event to which your Basic Insurance doesn't apply. We'll pay covered claims over the deductible amount up to the limit of coverage that applies. We may pay all or part of the deductible on your behalf. If we do, you agree to repay that amount to us promptly.

Exclusions–Claims We Won't Cover

We won't cover or defend against claims for any of the following liabilities.

Prior acts. We won't cover advertising injury claims, nor will we cover personal injury claims for libel, slander, defamation of character or invasion of an individuals right of privacy when the claim is based on an event that happened before this agreement was in effect.

Such an event may involve a series of similar or related acts, statements or the use of similar advertising material. If it does, we won't cover claims based on that event when the first act, statement, advertisement, publicity article, broadcast or telecast of the series happened before this agreement was in effect.

Advertising. We won't cover advertising injury claims that result from any of the following:
- failure to perform your obligations under a contract;
- infringement of trademark, service mark or trade name by using any of them as the trademark, service mark or trade name of the goods or services you sell or advertise or offer for sale (but this exclusion will not apply to infringement of someone else's titles or slogans);
- incorrect description of goods or or services; or
- mistakes in the advertised price of goods or services.

Worker's compensation. We won't cover obligations that protected persons or their insurers have under worker's compensation, unemployment compensation, disability benefits or similar laws. But this exclusion won't apply to liability of others you've assumed under a contract or agreement.

Product recall. We won't cover losses based on the recall or withdrawal of your products from the market for any reason. Nor will we cover losses resulting from the recall or withdrawal of any work you've completed or had completed for you. Or of any item of which your products or work forms a part.

Damage to your products or work. We won't cover damage to your products caused by the product itself or by any of its parts. Nor will we cover damage to your work that's caused by the work itself or by materials or equipment connected with it. But we will cover liability claims for damage to your completed work which results from work done for you by others, such as contractors, if covered by your basic insurance.

Business risk. We won't cover loss of use of tangible property that hasn't been physically damaged when the loss of use is caused by your failure to live up to a contract or by the failure of your products or work to live up to your promises. But we will cover loss of use of tangible property of others that's caused by sudden or accidental damage or destruction of your products or work after they've been used by another person. For example:

You supply a customer with a motor that is part of a conveyor belt. You give a one-year warranty against breakdown of the motor. It breaks down after six months. Although the conveyor isn't damaged, your customer has losses due to loss of use of the belt. We won't cover this loss. However, if the motor had suddenly caught fire, we would cover your liability for the loss of use of the belt.

Pollution. We won't cover injury or damage caused by the discharge, dispersal, release or escape of:
- smoke, vapor, soot or fumes;
- acids, alkalis, toxic chemicals, liquids or gases; or
- waste material or other irritants or contaminants.

But this exclusion won't apply if such discharge, dispersal, release or escape is sudden and accidental.

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Injury to fellow employees. We won't cover an employee for claims resulting from injury to or death of another employee of the same employer, that happens in the course of such employment.

But if such claims are covered by your Basic Insurance, this exclusion will not apply. We'll cover these claims subject to the same coverage limitations as your Basic Insurance.

Aircraft. We won't cover claims for injury or damage due to the ownership, maintenance, use, loading or unloading of:
•an aircraft owned, operated, rented or borrowed by any protected person; or
•any other aircraft operated by anyone in the course of his or her employment by any protected person.

But if such claims are covered by your Basic Insurance, this exclusion will not apply. We'll cover these claims subject to the same coverage limitations as your Basic Insurance.

Aircraft means only those aircraft designed to transport people or property.

Watercraft. We won't cover claims for injury or damage due to the ownership, maintenance, use, loading or unloading of any watercraft over 75 feet long unless:
•such claims are covered by your Basic Insurance; or
•you notify us within 30 days after you acquire such a watercraft.

Damage to property you own or control. We won't cover claims for property damage to:
•property you or any other protected person owns;
•property owned or rented by one protected person that is rented to, used by, or in the custody or control of another protected person;
•aircraft or watercraft you or any other protected person rents, uses, has custody of or controls; or
•property you or any other protected person rents, occupies, uses, has custody of or controls, to the extent you or the other protected person are required by contract to insure the property.

War. We won't cover liabilities you assume by contract if they arise out of war (declared or undeclared), invasion, civil war, rebellion, revolution, military or usurped power or confiscation or nationalization of property by a government or other public authority. But this exclusion does not apply to liabilities arising out of events that take place in the United States of America, its territories or possessions, or Canada.

Nuclear energy liability. We won't cover liability for which you or other protected persons are covered under a nuclear energy liability policy issued by a group such as one of the following:
•The American Nuclear Insurers;
•The Mutual Atomic Energy Liability Underwriters; or
•The Nuclear Insurance Association of Canada.

Nor will we cover a liability that would have been covered by a policy of one of those groups if its limit hadn't been used up.

We won't cover claims for property damage to a nuclear facility located in the United States or Canada when the liability arises out of services or materials you or any protected person furnished to the facility. This includes liability for all forms of radioactive contamination. And we won't cover any claims that arise out of services or materials that you or other protected persons furnish to any nuclear facility located outside the United States or Canada.

We won't cover claims resulting from radioactive, toxic, explosive or other hazardous properties of nuclear material in any of these three situations:

1. You or other protected persons are required by law to maintain financial protection for nuclear events. Or you or they are entitled, or would have been entitled had this policy not been issued, to indemnity for nuclear events from the United States.
2. The nuclear material is located at, or at any time discharges from, any nuclear facility that is owned or operated by you or any protected person. Nor will we cover such claims if the nuclear facility owned by you or any protected person is operated by others.
3. The nuclear material is contained in spent fuel or waste that you, any protected person, or others acting for either, have at any time possessed, transported or disposed of.

Nuclear material means source material, special nuclear material or by-product material as defined under the federal Atomic Energy Act.

Nuclear facilities are any of the following:
- Nuclear reactors.
- Enrichment plants.
- Fuel or spent fuel handling or processing plants.
- A location used for handling, storing or disposing of nuclear waste.
- A location containing more than 25 grams of plutonium or uranium 233 combined, or more than 250 grams of uranium 235.

Spent fuel is any fuel element or component, whether solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

Nuclear waste is waste from any of the first three nuclear facilities named above which contains by-product material. But we won't consider waste to include tailings or other wastes from the processing of ore to extract or concentrate uranium or thorium to produce source material.

Other Rules For This Agreement

The following are general rules and conditions that apply to this agreement. You should also look at the "General Rules" page that's attached.

Other Insurance

If other insurance applies to claims covered by this agreement, the insurance under this agreement is excess and we won't make any payments until the other insurance has been used up. This won't be true, however, if the other insurance is specifically written to be excess over this agreement.

Except to the extent stated in this agreement, this insurance isn't subject to the terms, conditions, or limitations of any of your other insurance.

Appealing Judgments

We can appeal a judgment against any person protected under this agreement if:
- the judgment is for more than the amount of your deductible or the limits of coverage under your Basic Insurance, whichever applies; and

- the protected person and the Basic Insurers do not appeal it.

If we appeal the judgment, we will pay the costs of the appeal and any interest on those costs. Those payments will be in addition to the limits of coverage under this agreement.

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Paying Covered Claims

If you are required to pay a covered claim either by the judgement of a court or by agreement with the person who made the claim and with us you may go ahead and pay the claim. If you then give us proof that you did so, we'll reimburse you for the amount by which your payment exceeds either the coverage limits of your Basic Insurance or the deductible, whichever applies.

Or, if you ask us to do so, we'll pay the person who made the claim.

Keeping Your Basic Insurance In Effect

You promise to keep the insurance policies listed in the Schedule of Basic Insurance in effect while this agreement is in effect. You promise not to change the terms, conditions or limits of coverage of those policies; and, if you renew or replace any of them, to make sure that the new policy is not more restrictive than the one it replaces. This insurance will remain in effect if you break any of these promises but we won't be liable for more than we would have been if you had kept your promises.

If you replace a policy listed in the Schedule with an equivalent revised standard form policy that's published by Insurance Services Office or similar rating organization, we'll treat that as a renewal or replacement without any change of terms or conditions. And we won't regard using up part or all of the limits of coverage of your Basic Insurance due to all events during one policy year as a change of terms or conditions.

If you're unable to recover from a Basic Insurer because it becomes insolvent or because you fail to comply with the terms of your contract with that insurer, this agreement will only apply to amounts over the limits shown in the Schedule of Basic Insurance.

Adjustment of premium

Ordinarily, we charge you a flat premium for this agreement. However, we may change your premium if you add new persons or property to those which are protected under your Basic Insurance. You must notify us promptly if this happens. Then, if you must pay an additional premium on your Basic Insurance because of the additional persons or property, we'll have the right to charge you an additional premium for this agreement.

Recovering Damages From A Third Party

This section replaces the section with the same title on the "General Rules" page, but only for this agreement.

Any person protected under this agreement may be able to recover all or part of a loss from someone other than us. Because of this, each protected person must do all that's possible to preserve any right of recovery available. If we make a payment under this policy, that right of recovery will belong to us.

Division of recovery. Any amount recovered will be divided as follows:

- First, any protected person or insurer who paid amounts over the limits of coverage under this agreement will be reimbursed for the actual excess amount paid.

- Next, we'll be reimbursed for any payments we've actually made.

- Then if any amount remains, it will belong to any Basic Insurer or protected person who paid damages to the person who made the claim.

Expenses of recovery proceedings will be divided in the same ratio as the recovery is shared. But if we bring proceedings on our own to try to obtain a recovery and we fail to do so, we'll pay all the expenses of those proceedings ourselves.

What To Do If You Have A Loss

The What To Do If You Have A Loss page is replaced by the following only for this agreement:

Someone is injured or something happens which can result in a liability claim. If there's an accident or incident likely to involve this agreement, you or any other protected person must:

1. Tell us or our agent what happened as soon as possible. Do this even though no claim has been made by you or another protected person is aware of having done something that may later result in a claim. This notice should include:

- The time and place of the event;
- The protected person involved;
- The specific nature of the incident including the type of claim that may result; and
- The name and addresses of any injured people and witnesses.

2. Notify the police if a law may have been broken.

3. Send us copies of all demands or legal documents if someone makes a claim or starts a lawsuit.

4. Cooperate and assist us in securing and giving evidence, attending hearings and trials, and obtaining the attendance of witnesses.

5. Refrain from taking on any financial obligations or paying out any money without our authorization. Doing so may result in our not making reimbursement of the payment even though the cost is covered by the policy. But this rule doesn't apply to money spent for emergency first aid to others at the time of an accident.

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UMBRELLA EXCESS LIABILITY PROTECTION COVERAGE SUMMARY

St Paul

This Coverage Summary shows the limits of coverage that apply to your Umbrella Excess Liability Protection.

Limits Of Coverage	
General total limit.	$ 2,000,000.
Products and completed work total limit.	$ 2,000,000.
Personal injury and advertising injury limit.	$ 2,000,000.
Each event limit.	$ 2,000,000.
Deductible (Applies to each event or offense not covered by Your Basic Insurance)	$ 10,000.

IMPORTANT NOTE

Umbrella Retroactive Date:

The umbrella retroactive date applies only if the Umbrella Excess Liability Protection - Claims-Made insuring agreement is a part of this policy.

However, if no date is shown above and the claims-made agreement applies, we'll consider the umbrella retroactive date to be the same as the beginning date of this policy.

If issued after the date your policy begins, these spaces must be completed and our representative must sign below.

Authorized representative

Policy issued to

Cenex Agency, Inc and Ag Agency, Inc

Summary takes effect	Policy Number
12-31-87	506XA0541

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UMBRELLA EXCESS LIMITS OF COVERAGE ENDORSEMENT

St Paul

This endorsement changes your Umbrella Excess Liability Protection.

How Coverage Is Changed

The Limits of Coverage section is replaced by the following.

Limits Of Coverage

The limits shown in the Coverage Summary and the information contained in this section fix the most we'll pay regardless of the number of:
•protected persons;
•claims made or suits brought; or
•persons or organizations making claims or bringing suits.

General total limit. This is the most we'll pay for the combined total of:
•all covered bodily injury and property damage that happens in a policy year; and
•all covered personal injury and advertising injury caused by all offenses committed in a policy year.

However, this limit doesn't apply to covered bodily injury and property damage that:
•result from your products and completed work; and
•happen away from premises you own, rent or lease.
Instead, the Products and completed work total limit applies. We explain that limit below.

Policy year means the policy period shown in the Introduction when the policy period is one year or less. But when the policy period is longer than one year, it means each consecutive annual period, and the remaining period if any, that the policy is in effect, starting with the date the policy begins.

Products and completed work total limit. This is the most we'll pay for the combined total of all covered bodily injury and property damage that:
•result from your products and completed work; and
•happens in a policy year away from premises you own, rent or lease.

Your products mean goods or products that:
•you;
•others using your name; or
•others whose business or assets you've acquired;
have manufactured, sold, handled, distributed or disposed of, including containers, materials, parts or equipment provided in connection with your products. It includes warranties or statements made about the fitness, quality, durability or performance of your products.

But we won't consider your products to include:
•Products that are still in your physical possession.
•Real property.
•Containers that are vehicles.
•Property rented to others.
•Property you haven't sold, but which you allow others to use. For example, a vending machine.

Your work means work done by or for you, including the materials, parts or equipment provided in connection with your work. It includes warranties or statements made about the fitness, quality, durability or performance of your work.

Your completed work means your work that is completed at the earliest of the following times, including work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete:
•When all of the work called for in your contract has been completed.
•When all of the work to be done at the work site has been completed, if your contract calls for work at more than one site.
•When that part of the work at the work site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

However, we won't consider the following to be completed work:
•Work that hasn't yet been completed or abandoned.
•Uninstalled equipment, abandoned or unused materials, or tools.

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•Work done in connection with transporting property - other than a condition created in or on a vehicle by the loading or unloading of it.

Personal injury and advertising injury limit. This is the most we'll pay for all covered personal injury and advertising injury sustained by any one person or organization and caused by all offenses committed in a policy year.

Each event limit. This is the most we'll pay for all covered bodily injury and property damage that results from any one event.

How the Limits of Coverage apply to an extension of the policy period. If the original policy period shown in the Introduction is extended for less than 12 months, each extended period will be considered to be part of the last policy year. For example:

Your policy period is for three years. During the last policy year you request a three month extension. We agree. As a result, your last policy year becomes 15 months. It will be subject to the same limits of coverage that applied when the policy year was 12 months.

How the Limits of Coverage apply if a total limit is left blank. If the amount of the General total limit or the Products and completed work total limit is left blank in the Coverage Summary, that total limit will be considered to be the same as the Each event limit. If the amount of the Personal injury and advertising injury limit is left blank in the Coverage Summary, that limit will be considered to be the same as the Each event limit.

Other Terms

All other terms of your policy remain the same.

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EXCESS ERRORS AND OMISSIONS LIABILITY PROTECTION - CLAIMS MADE COVERAGE SUMMARY

StPaul

This Coverage Summary shows the limit of coverage and Basic Insurance for your Excess Liability Protection.

Limit Of Coverage.

$2,000,000. Each claim and $ Total limit

Schedule of Basic Errors and Omissions Liability Insurance

Insurance Agents Errors And Omissions Liability Protection - Claims Made	**Limit of insurance**	
	$ 1,000,000.	Each wrongful act
Insurer St. Paul Fire & Marine	$ 3,000,000.	Total limit Each policy year
Policy number GL00604381		
Policy period 12-31-87 to 12-31-88		
Real Estate Agents Errors And Omissions Liability Protection - Claims Made	**Limit of insurance**	
	$	Each wrongful act
Insurer	$	Total limit Each policy year
Policy number		
Policy period		
Type of coverage:	**Limit of insurance**	
	☐ $	Each wrongful act
Insurer	$	Total limit Each policy year
Policy number		
Policy period	☐ $	Each error
	$	Total limit

If issued after the date your policy begins, these spaces must be completed and our representative must sign below.

Policy issued to

Cenex Agency, Inc and Ag Agency, Inc

Authorized representative

Coverage takes effect 12-31-87

Policy Number 506XA0541

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EXCESS ERRORS AND OMISSIONS LIABILITY PROTECTION - CLAIMS MADE

St Paul

We've designed this agreement to give extra liability protection over the amounts provided by your Basic Errors and Omissions Liability insurance. Of course there are some limitations which are explained later in this agreement.

Important Note: This is a claims made coverage. Please read it carefully, especially the When A Claim Is Covered section.

What This Agreement Covers

We'll pay amounts which you and others protected under this agreement are legally required to pay as damages over the coverage limits provided by your Basic Errors and Omissions Liability Insurance, in accordance with its applicable provisions.

Your Basic Errors and Omissions Liability Insurance is shown in the Excess Errors And Omissions Liability Protection Coverage Summary. We refer to this insurance as your Basic Insurance in this agreement.

Damages you are legally required to pay are either:

•amounts you or other protected persons must pay under a court judgement; or
•amounts you or another protected person must pay under the terms of a settlement agreement signed by you, us and the party making the claim.

But they don't include legal expenses, your office expenses or the salaries of your employees. Amounts recovered from other resources are deducted from amounts you or another protected person must pay to determine our net liability.

The terms of your Basic Insurance apply to this agreement, except for the following:

•premium;
•limit of coverage;
•any obligation to investigate or defend, and the associated expenses;
•any "other insurance" provision; and
•any other provision that is inconsistent with the provisions of this agreement.

This agreement will apply only to coverages for which an amount is indicated under the Limit of insurance section in the Schedule of Basic Errors and Omissions Liability Insurance in the Coverage Summary, and then only in excess of the amount shown.

When A Claim Is Covered

The coverage provided by this agreement applies only when the following conditions are met.

•The claim is first made while this agreement is in effect; and
•The claim is first made in accordance with the terms of your Basic Insurance.

Limit Of Coverage

The Limit Of Coverage shown in the Excess Errors and Omissions Liability Protection Coverage Summary is the most we'll pay regardless of the number of protected persons under this agreement or persons to whom you may be liable for damages.

If the total limit of coverage for your Basic Insurance is reduced solely by payment of claims made after the date this agreement takes effect, this agreement will become excess of the reduced Basic Insurance limit. And if the total limit of your Basic Insurance is used up solely by payment of claims made after the date this agreement takes effect, then coverage will continue under this agreement as if it were your Basic Insurance. And then only if you had no knowledge prior to the effective date of this agreement, that such claims would be made.

Reporting Endorsement

Any provision for a Reporting Endorse-

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ment under your Basic Insurance is also a part of this agreement. However, you may exercise this right under this agreement only if you also exercise this right under your Basic Insurance.

Recovering Damages From A Third Party

This section replaces the section with the same title in the "General Rules," but only for this agreement.

Any protected person may be able to recover all or part of a loss from someone other than us. Because of this, each protected person must do all that's possible to preserve any right of recovery available. If we make a payment under this policy, that right of recovery will belong to us.

Division of recovery. Any amount recovered will be divided as follows:
•First, any protected person or insurer who paid amounts over the limits of coverage under this agreement will be reimbursed for the actual amount paid.

•Next, we'll be reimbursed for any payments we've actually made.

•Then if any amount remains, it will belong to any Basic Insurer or protected person who paid damages to the person who made the claim.

Expenses of recovery proceedings will be divided in the same ratio as the recovery is shared. But, if we bring proceedings on our own to try to obtain a recovery and we fail to do so, we'll pay all the expenses of those proceedings ourselves.

Other Rules For This Agreement

The following rules apply to this agreement. You should also look at the "General Rules" page that's attached.

Changes in premium. Any changes in premium for your Basic Insurance must be promptly reported to us. And the premium for this agreement, subject to the minimum premium, may be adjusted accordingly.

Keeping your Basic Insurance in effect. You promise to keep the insurance policies listed in the Schedule of Basic Errors and Omissions Liability Insurance in effect while this agreement is in effect. You promise not to change the terms or conditions of those policies; and, if you renew or replace any of them, to make sure that the new policy is not more restrictive than the one it replaces. This insurance will remain in effect if you break any of these promises but we won't be liable for more than we would have been if you had kept your promises.

We won't consider it a change in the terms of your Basic Insurance if the limits of coverage are reduced or used up because of payment of claims first made during the period of this agreement.

If you are unable to recover from a Basic Insurer because it becomes insolvent, this agreement will only apply to amounts over the limits shown in the Schedule of Basic Errors and Omissions Liability Insurance.

Other insurance. If insurance other than your Basic Insurance applies to claims covered by this agreement, this agreement is excess over and above such other insurance and we won't make any payments until the other insurance has been used up. This won't be true, however, if the other insurance is specifically written to be excess over this agreement.

Our participation in defense. We won't be obligated to participate in the investigation, settlement or defense of any claim or suit against a protected person. But if we do so with the mutual consent of us and the protected person or the Basic Insurance carrier, the related expenses will be paid over and above the Limit of Coverage shown in the Excess Errors and Omissions Liability Coverage Summary. But the percentage of the total expenses we pay is calculated as follows:

$$\frac{\text{Damages we pay under this agreement}}{\text{Total damage amount payable}} = \text{Percentage of total expense we pay}$$

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E. R. I. S. A. EXCLUSION ENDORSEMENT

This endorsement changes your Umbrella Excess Liability Protection.

HOW YOUR COVERAGE IS CHANGED

Your protection is changed by adding the following to the Exclusions - Claims We Won't Cover Section. The effect of this change is to reduce your coverage.

ERISA. We won't cover personal injury or property damage claims that results from any offense related to the Employee Retirement Income Security Act of 1974, or any amendments to that act.

OTHER TERMS

All other terms of your policy remain the same.

40502 Ed 1-80 Printed in U.S.A.

If we issue this form after the date your policy takes effect, we must complete these spaces and our representative must sign below.

Authorized representative

Policy issued to

Cenex Agency, Inc and Ag Agency, Inc

Agreement takes effect

12-31-87

Policy number

506XA0541

Insuring Agreement _____.

Endorsement number _____ to Insuring Agreement _____.

Endorsement number _____ to

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UMBRELLA EXCESS POLLUTION EXCLUSION ENDORSEMENT

St Paul

This endorsement changes your Umbrella Excess Liability Protection.

How Coverage Is Changed

The Pollution exclusion in the Exclusions - Claims We Won't Cover section is replaced by the following.

Pollution. We won't cover bodily injury or property damage that results from pollution at or from:
- your premises;
- a waste or disposal site;
- your work site; or
- while being transported or towed by a covered auto, including loading and unloading; or
- while being stored, disposed of, treated or processed in or on a covered auto.

Nor will we cover bodily injury or property damage that results from pollution caused by waste pollutants.

We also won't cover any loss, cost or expense that results from any governmental request or order that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants or waste pollutants.

But this exclusion doesn't apply to fuels, lubricants, fluids or exhaust gases that have leaked from a covered auto if they're needed for or result from normal electrical, hydraulic or mechanical functioning of the auto and leak from the part of the auto designed by it's manufacturer to hold or dispose of them.

Nor does this exclusion apply to fluids or fuels that have leaked from a covered auto after an accident. Nor does it apply to the overturn or upset of a covered auto.

Pollution means the actual, alleged or threatened discharge, dispersal, release or escape of pollutants.

Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including:
- smoke, vapors, soot, fumes;
- acids, alkalis, chemicals; and
- waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

Your premises means any premises you own, rent, lease or occupy. It also includes premises you no longer own, rent, lease or occupy.

Waste site means any site or location used, or being used, by or for you or others for the handling, storage, disposal, processing or treatment of waste.

Your work site means any site or location on which work is being performed by or for you when:
- pollutants are brought on or to the site in connection with such work; or
- the work is to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Waste pollutants mean those pollutants which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any other person or organization for whom you're legally responsible.

Other Terms

All other terms of your policy remain the same.

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AUTO LIABILITY LIMITATION ENDORSEMENT

St Paul

This endorsement changes your Umbrella Excess Liability Protection.

How Your Coverage Is Changed

This endorsement limits your auto coverage.

We won't cover injury or damage resulting from the ownership, maintenance, use, loading or unloading of an auto unless it's covered under your basic insurance.

Other Terms

All other terms of this policy remain the same.

If issued after the date your policy begins, these spaces must be completed and our representative must sign below.	Policy issued to Cenex Agency, Inc and Ag Agency, Inc
Authorized representative	Endorsement takes effect: 12-31-87
	Policy Number: 506XA0541

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The St Paul

PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT

This endorsement changes your Umbrella Excess Liability Protection.

How Your Coverage Is Changed

Your protection is changed by add the following exclusion to the Exclusions-Claims We Won't Cover section. The effect of this change is to reduce your coverage.

Professional services. We won't cover injury or damage resulting from the performance of or the failure to perform any professional services by you or any of your employees.

Other Terms

All other terms of your policy remain the same.

If we issue this form after the date your policy takes effect, we must complete these spaces and our representative must sign below.

Authorized representative

Policy issued to

Cenex Agency, Inc and Ag Agency, Inc

Agreement takes effect

12-31-87

Policy number

506XA0541

Insuring Agreement _____.
Endorsement number _____ to Insuring Agreement _____.
Endorsement number _____ to

40502 Ed. 1-80 Printed in U.S.A.

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UMBRELLA LIABILITY DECLARATIONS

DECLARATIONS

POLICY NUMBER: TUM-7-2237291	AGENT 0264
NAMED INSURED & ADDRESS: FARMERS UNION CENTRAL EXCHANGE, INC. 5500 CENEX DRIVE INVER GROVER HEIGHTS, MINNESOTA 55075	POLICY PERIOD: FROM 12:01 A.M., 9-30-87 TO 12:01 A.M., 9-30-88 STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

SCHEDULE OF UNDERLYING INSURANCE:

COMPANY & POLICY NO.	TYPE OF COVERAGE	(For General Liability indicate "Occurrence" or "Claims-made" and Retroactive Date)	LIMITS
MSI INSURANCE COMPANY POLICY NO. 2238268	GENERAL LIABILITY	OCCURRENCE	$3,000,000 GENERAL AGG. $1,000,000 PRODUCTS AGG. $1,000,000 OCCURRENCE
	AUTOMOBILE LIABILITY		$1,000,000 SINGLE LIMIT
NATIONWIDE INSURANCE COMPANY POLICY NO. 85WC-956-0001001	EMPLOYERS LIABILITY		$500,000/500,000/500,000
I.R.I.	FIRE LEGAL		$10,000
ST. PAUL FIRE & MARINE INSURANCE COMPANY	GENERAL LIABILITY		$1,000,000 EACH EVENT $2,000,000 AGGREGATE

LIMITS OF INSURANCE - COVERAGES A and B:

$ 4,000,000 GENERAL AGGREGATE
$ 4,000,000 PRODUCTS - COMPLETED OPERATIONS AGGREGATE
$ 4,000,000 EACH INCIDENT

The MINIMUM RETENTION is $0 for COVERAGE A unless an amount is entered $ _____
The DEDUCTIBLE is $10,000 for COVERAGE B unless an amount is entered $ _____

RETROACTIVE DATE (IF APPLICABLE) COVERAGE A: _____ COVERAGE B: _____

If any coverage under this policy is on a "Claims-made" basis, the Supplemental Extended Reporting Period, if purchased, lasts for 3 years from the end of the policy period, unless there is an entry below:

COVERAGE A: _____ YEARS COVERAGE B: _____ YEARS

The premium for the Supplemental Extended Reporting Period is limited to a maximum of 200% of the annual premium of the applicable coverage, unless there is an entry below:

COVERAGE A: _____ % COVERAGE B: _____ %

ENDORSEMENTS ATTACHED TO THIS POLICY: IL 0021 Broad Form Nuclear Exclusion
SEE ATTACHED

PREMIUM: $460,000.00 ANNUAL FLAT CHARGE

Countersignature 4-11-88/JB
Date

Authorized Representative

Mutual Service Casualty Insurance Company
Mailing Address: P.O. Box 64035/St. Paul, MN 55164
Home Office: Two Pine Tree Drive/Arden Hills, MN 55112

ENDORSEMENT #1

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TUM-7-2237291 , issued by the Mutual Service Casualty Insurance Company:

SUBJECT TO ALL OTHER TERMS AND CONDITIONS OF THE POLICY, IT IS UNDERSTOOD AND AGREED THAT THE POLICY STATED BELOW IS HEREBY AMENDED AS FOLLOWS:

FARMERS UNION CENTRAL EXCHANGE INCORPORATED AND ANY SUBSIDIARY OR AFFILIATED COMPANIES NOW OR HEREAFTER CONSTITUTED. SUBSIDIARIES OR AFFILIATED COMPANIES MEANS ANY COMPANY OR ENTITY OF WHICH AT LEAST 50% OF THE STOCK IS OWNED BY FARMERS UNION CENTRAL EXCHANGE INCORPORATED OR FOR WHICH IT HAS ASSUMED AN ACTIVE MANAGEMENT INCLUDING BUT NOT LIMITED TO THE FOLLOWING COMPANIES:

CENEX ACCOUNTING SERVICES, INC.
CENEX AG, INC.
CENEX FINANCE ASSOCIATION
CENEX, INC.
CENEX, LTD.
CENEX PETROLEUM, INC.
CENEX SERVICE COMPANY
FULL CIRCLE, INC.
PAX COMPANY
CENEX AGENCY, INC.
CENEX FOUNDATION
AG AGENCY, INCORPORATED
HORNOI TRANSPORT, INC.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

ENDORSEMENT #2

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TUM-7-2237291 , issued by the Mutual Service Casualty Insurance Company:

ADVERTISERS LIABILITY ENDORSEMENT - FOLLOWING FORM

EXCEPT INSOFAR AS COVERAGE IS AVAILABLE TO THE INSURED IN THE UNDERLYING INSURANCE LISTED IN ITEM 4 OF THE DECLARATIONS, THIS POLICY SHALL NOT APPLY TO ADVERTISING INJURY.

ADVERTISING INJURY MEANS INJURY ARISING OUT OF AN OFFENSE COMMITTED DURING THE POLICY PERIOD OCCURRING IN THE COURSE OF THE NAMED INSURED'S ADVERTISING ACTIVITIES, IF SUCH INJURY ARISES OUT OF LIBEL, SLANDER DEFAMATION, VIOLATION OF RIGHT OF PRIVACY, PIRACY, INFAIR COMPETITION, OR INFRINGMENT OF COPY COPYRIGHT, TITLE OR SLOGAN.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

ENDORSEMENT #3

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TUM-7-2237291 , issued by the Mutual Service Casualty Insurance Company:

IT IS AGREED THAT THIS POLICY COVERS THE LIABILITY ASSUMED BY THE INSURED UNDER LEASE NO. 26030 DATED OCTOBER 16, 1986 ISSUED BY THE SOO LINE RAILROAD COMPANY FOR TRACK IN THE SE 1/4, NE 1/4 OF SECTION 17, TOWNSHIP 23 NORTH RANGE 17 IN BLACK CREEK, OUTAGAMIE COUNTY, WISCONSIN.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

3UG-14 (2-74)

Form MCS - 90
(7/83)

Form Approved
OMB No. 2125-0074

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to FARMERS UNION CENTRAL EXCHANGE INC. of 5500 CENEX DRIVE
INVER GROVE HEIGHTS, MN 55075

Dated at ST. PAUL, MINNESOTA this 7th day of DECEMBER, 1987

Amending Policy No. TUM-7-2237291 Effective Date 9-30-87

Name of Insurance Company MUTUAL SERVICE CASUALTY INSURANCE COMPANY

Countersigned by _____
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "☒", for the limits shown:

☐ This insurance is primary and the company shall not be liable for amounts in excess of $_____ for each accident.

☒ This insurance is excess and the company shall not be liable for amounts in excess of $4,000,000 for each accident in excess of the underlying limit of $1,000,000 for each accident.

Whenever required by the Bureau or the ICC the company agrees to furnish the Bureau or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the Bureau or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is: _____

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage or potential for damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.
THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.
The limits shown in the schedule are for information purposes only.

(Over)

SCHEDULE OF LIMITS
Public Liability

Type of Carriage*	Commodity Transported	July 1, 1981	July 1, 1984
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 500,000	$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	$ 500,000	$1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$5,000,000

***Note:** The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

MUTUAL POLICY CONDITIONS

MUTUALITY: While this or any other policy issued by us is in force, you are a member of the company and entitled to a single vote at all meetings of the members. You are entitled to any dividends declared by the Board of Directors on your policy under conditions set by law and that board.

ANNUAL MEETING NOTICE: The annual meetings of the members of the company are held in the home office at Arden Hills, Minnesota at 10:00 a.m. on the second Tuesday in February.

NON-ASSESSABLE POLICY: This policy is non-assessable, which means that your responsibility for our obligation is limited to the premium charged for your insurance.

This policy is signed on behalf of Mutual Service Casualty Insurance Company by its President and Secretary at Arden Hills, Minnesota, and countersigned in the Declarations by an Authorized Representative of our company.

Secretary

President

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATIONS OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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COMMERCIAL UMBRELLA LIABILITY INSURANCE
IMPORTANT CHANGES IN YOUR POLICY

We are renewing your Commercial Umbrella Liability Insurance with a new policy in simplified language. The new policy is a result of industry changes in underlying programs, such as General Liability and Business Auto, where revised contract language and coverage provisions impact your Commercial Umbrella Policy. The general scope of coverage is the same as before, the intent being to provide "excess liability coverage" over insurance provided by your underlying policies, as well as "extended liability coverage" for liability exposures not covered by the underlying insurance.

This insurance is subject to the COMMON POLICY CONDITIONS. These conditions deal with the broad subjects of **Cancellation, Changes** (to the policy), **Transfer of Your Rights and Duties Under the Policy.** SECTION IV in your Umbrella Policy carries the specific conditions applicable to Coverage A and Coverage B for this insurance only.

EXCESS LIABILITY COVERAGE

Coverage A - Excess Liability Coverage provides only excess liability coverage over "underlying" policies which are scheduled on the Umbrella Liability Declarations. Coverage parallels that provided by the underlying insurance, but pays only after the underlying policy's limits have been exhausted. This coverage is either on an "occurrence" or "claims made" basis, depending on the terms of the individual "underlying" policy.

In the new policy, excess liability coverage may be subject to a MINIMUM RETENTION. If applicable, the umbrella pays only those sums in excess of the retention. The Declarations state whether the MINIMUM RETENTION applies.

EXTENDED LIABILITY COVERAGE

Coverage B - Extended Liability Coverage provides coverage for some liability hazards not covered by the underlying insurance. This coverage is subject to a DEDUCTIBLE stated in the Declarations. Coverage B - Extended Liability Coverage applies on a "claims made" basis, regardless of how the underlying policy is written. Coverage responds only to **claims first made during the policy period** for damages resulting from an injury which **occurred during the policy period and after any RETROACTIVE DATE designated in the Declarations.** Coverage B does not apply to claims which are covered by underlying insurance.

EXCLUSIONS

Liability hazards which are not covered by your policy are stated under **Exclusions**. They are shown separately for Coverage A and Coverage B.

LIMITS OF INSURANCE

Under your new policy, three limits of insurance apply to Coverages A and B combined. These limits are designated in the Declarations:

- a **General Aggregate** limit applicable to all injury or damage other than that which arises from automobile exposures and the products-completed operations hazard. This aggregate also applies to defense costs.
- a **Products-Completed Operations Aggregate** limit applicable to injury or damage arising from the products-completed operation hazard. This aggregate also applies to defense costs.
- an **Each Incident** limit, similar to an "occurrence" limit, but generalized to apply to other types of damage, including occupational disease. Defense costs are **not** included under this limit.

NO COVERAGE IS PROVIDED BY THIS SUMMARY NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE EXPENSE ENDORSEMENT

The Coverage A and Coverage B Insuring Agreements are amended as follows:

The amount we pay for "defense expense", except payment for damages in settlement of a "claim" or "suit", does not reduce the limits of insurance; but our right or duty to defend ends when we have used up the Amount of Insurance available in the payment of damages as provided in SECTION III — LIMITS OF INSURANCE.

This endorsement supersedes any provision in the policy which is inconsistent with the above agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREJUDGMENT INTEREST EXPENSE ENDORSEMENT

The Coverage A and Coverage B Insuring Agreements are amended to include prejudgment interest expense as follows:

> We will pay, with respect to any "claim" or "suit" we defend, prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer. Payment of prejudgment interest does not reduce the limit of insurance.

This endorsement supersedes any provision in the policy which is inconsistent with the above agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN AMENDMENT OF POLICY CONDITIONS

This endorsement modifies insurance provided as follows:

The Common Policy Conditions are amended as follows:

1. The following is added to **CANCELLATION** (Common Policy Conditions):

   If this policy has been in effect for 60 days or is a renewal, we will not cancel this policy except for nonpayment of premium. This agreement will apply to each successive policy period for which we consent to renew or continue this policy. We are not obligated to renew or continue this policy beyond the expiration date of any annual period beginning with its original effective date, provided that if this policy is written:

   a. Without a fixed expiration; or

   b. For a policy period longer than one year

   we may terminate this policy effective on the expiration of any such annual period by mailing to the first Named Insured at the address shown in this policy, written notice of such termination not less than 30 days prior to the expiration of such annual period. If notice is mailed, proof of mailing will be sufficient proof of notice.

   Even if we have not complied with the above provisions, this policy will end 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.

2. The following is added to **CHANGES** (Common Policy Conditions):

   If one of our agents knows of a fact that breaches a condition of this policy, we will be considered to have knowledge of this same fact if:

   a. The agent knows of this fact at the time the policy issued or an application is made; or

   b. The agent later learns of this fact in the course of his dealings as an agent with you.

   Any fact that breaches a condition of this policy and is known to the agent prior to loss shall not void the policy or prevent a recovery in the event of loss.

3. The following condition is added:

   WHEN WE DO NOT RENEW

   If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. Even if we do not comply with these terms, the policy will terminate:

   1. On the expiration date, if:

      a. The first Named Insured has notified us that he does not want to renew this policy; or

      b. We mail notice or renewal premium due to the first Named Insured, not more than 45 days or less than 10 days before expiration date which states that the policy will end if the first Named Insured has not paid the renewal premium before such expiration date.

2. On the effective date of any other insurance policy issued as replacement for any insurance afforded by this policy, with respect to insurance to which both policies apply.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Section V - Conditions (Coverage B) is amended as follows:

1. If a "suit" is brought in Wisconsin, Condition 3. LEGAL ACTION AGAINST US is replaced by the following:

   3. Legal Action Against Us

      A person or organization may sue us directly to recover damages allegedly caused by you or join us as a defendant in a "suit" brought against you for damages. But we will not be liable for damages that are in excess of the Limit of Insurance.

2. The following is added to Condition 6. Representations:

   No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this policy affects our obligation under this policy unless:

   a. We rely on it and it is either material or made with intent to deceive; or

   b. The facts misrepresented or falsely warranted contribute to the loss.

   No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this policy unless such failure or breach:

      1. Exists at the time of loss; and

      2. Either increases the risk at the time of the loss or contributes to the loss.

      The provisions of this condition do not apply to nonpayment of premium.

3. Condition 8. Transfer of Rights of Recovery Against Others To Us is replaced by the following:

   In the event of any payment under this policy, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE AND RELATED OPERATIONS LIMITATION ENDORSEMENT
Coverages A and B

It is agreed that this policy does not apply to any "injury" for which the insured may be liable because of:

1. With respect to any contract or treaty of insurance, reinsurance, suretyship, annuity endowment or employee benefit plan, including applications, receipts or binders:

   a. Any obligation assumed by any insured; or

   b. The failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise;

2. Membership in or contribution to any plan, pool, association, insolvency or guarantee fund or any similar fund, organization or association, whether voluntary or involuntary;

3. The rendering or failure to render professional services in:

   a. Advising, inspecting, reporting or making recommendations in the insured's capacity as an insurance company, consultant, broker, agent or representative thereof;

   b. Effecting insurance, reinsurance or suretyship coverages;

   c. Investigating, defending or settling any "claim" under any contract of insurance, self-insurance, reinsurance or suretyship;

   d. Auditing of accounts or records of others;

   e. Conducting an investment, loan or real estate department or operation;

   f. Acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds or other similar activities; or

   g. Performing any "claim", investigative, adjustment, engineering or inspection service for a fee.

4. "Property damage" to negotiable and non-negotiable instruments or contracts representing money or other property, real or personal, or to other property the custody of which the insured has undertaken in any fiduciary capacity, including that of trustee, guardian, custodian, escrow agent or similar capacity, either gratuitously or otherwise.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT EXCLUSION
Coverage A Only

It is agreed that this policy does not apply to any "injury" arising out of the ownership, operation, maintenance, or use, including loading and unloading of any aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUID PETROLEUM GAS LIMITATION
Coverage B Only

It is agreed that Coverage B of this policy does not apply to any "bodily injury" or "property damage" caused by or arising out of the sale, installation, distribution, handling, transportation or storage for the purpose of distribution or sale of liquefied petroleum gases or installation, servicing or repair of liquefied petroleum gas systems, piping or customers equipment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY EXTENSION
Coverage A Only

It is agreed that exclusion o. of Section I, Coverage A, is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY EXCLUSION ENDORSEMENT
Coverage B Only

It is agreed that Coverage B of this policy does not apply to any "injury" arising out of any of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication of material that violates a person's right of privacy; or

f. Mental injury, mental anguish, shock, discrimination or humiliation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS - COMPLETED OPERATIONS EXCLUSION
Coverage B only

It is agreed that Coverage B of this policy does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard" as defined in this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINANCIAL INSTITUTIONS' LIMITATION ENDORSEMENT
Coverages A and B

It is agreed that Coverages A and B of this policy do not apply to any "injury" for which the insured may be liable because of:

1. Loss of or depreciation of any property, real, or personal, held by, deposited with, entrusted to, or otherwise in the care, custody or control of the insured, or as to which the insured is for any purpose exercising physical control;

2. Any obligation assumed by or on behalf of the insured under any binder, policy or contract of insurance, reinsurance, suretyship, annuity or endowment, or resulting from any act, errors or omission in effecting such binders, policies or contracts;

3. Any negligent act, error, omission or breach of duty in performing or failure to perform banking or "fiduciary" services, or in giving financial, economic or investment advice, or in rendering investment, advisory or management services;

4. Any dishonest or fraudulent acts of the insured or any director, officer or employee of the insured;

It is agreed that Coverage B of this policy does not apply to the ownership, maintenance, operation, use, control or management of any property or business enterprise for which the insured is acting in a "fiduciary" or representative capacity.

As used in this endorsement "fiduciary" includes:

administrator; executor; trustee under will or trust agreement; committee for incompetents; guardian; any agent or sub-agent for any of the foregoing; custodian or securities; manager of real or personal property; interest or dividend disbursing agent; paying agent; fiscal agent; transfer agent; registrar; agent for voting trustee; warrant agent; depository; agent for a committee of holders of stock or securities: escrow agent; trustee under bond indenture; sinking fund agent; receiver of trustee appointed by any court in receivership, bankruptcy or reorganization proceedings; or any other similar trust or representative capacity.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDAHO AMENDMENT OF POLICY PROVISIONS

I. SUPPLEMENTAL EXTENDED REPORTING PERIOD

The Supplemental Extended Reporting Period provision in the Declarations applicable to a "Claims-made" policy is replaced by the following:

If any coverage under this policy is on a "Claims-made" basis, the Supplemental Extended Reporting Period, if purchased, is of unlimited duration.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA AMENDMENT OF POLICY PROVISIONS

EXTENDED REPORTING PERIODS

1. IN SECTION IV - EXTENDED REPORTING PERIODS (COVERAGE A), item 3. is amended as follows:

   The second paragraph is replaced by the following:

   > You must give us a written request for the endorsement within 60 days after the end of the policy period; provided, however, that in the case of a renewal rate increase of greater than 35%, effective written request is given if it is received either within 60 days after the end of the policy period, or within 30 days after receipt by you of a complete renewal pricing, whichever is later. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and purchase a Supplemental Extended Reporting Period Endorsement on any "underlying insurance," or maintain "underlying insurance."

2. IN SECTION IV - EXTENDED REPORTING PERIODS (COVERAGE B), item 3. is amended as follows:

   The second paragraph is replaced by the following:

   > You must give us a written request for this endorsement within 60 days after the end of the policy period; provided, however, that in the case of a renewal rate increase of greater than 35%, effective written request is given if it is received either within 60 days after the end of the policy period, or within 30 days after receipt by you of a complete renewal pricing, whichever is later. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON AMENDMENT OF POLICY PROVISIONS

1. The following is added under Condition 6. Representations in SECTION V (Coverage B):

   All statements and descriptions in any application for this insurance policy, by or in behalf of the insured, shall be deemed to be representations and not warranties. Misrepresentations, omissions, concealments of facts and incorrect statements shall not prevent a recovery under the policy unless the misrepresentations, omissions, concealments of fact and incorrect statements:

   a. Are contained in a written application for this insurance policy, and a copy of the application is endorsed upon or attached to the insurance policy when issued;

   b. Are shown by us to be material, and we show reliance thereon; and

   c. Are either:

      (1) Fraudulent; or

      (2) Material either to the acceptance of the risk or to the hazard assumed by us.

2. The definition of "Defense Expense" in paragraph 3 of SECTION VI (applicable to Coverages A and B), is amended as follows:

   Subparagraph (1) in 3.a. (following "Defense expense" does not include:) is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE EXCLUSION ENDORSEMENT
(Herbicides, Insecticides, Rodenticides, Fertilizers, Fungicides and Weed Burning)
Coverage B Only

It is agreed that Coverage B of this policy does not apply to any "property damage" to property dusted, sprayed, fertilized or treated in any manner by or for the insured as respects property owned, leased or rented by the insured or to any property on which the insured or any other person on behalf of the insured is applying or has applied Herbicides, Insecticides, Rodenticides, Fertilizers or Fungicides or is or has conducted Weed Burning Operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL PROPERTY IN YOUR CARE, CUSTODY OR CONTROL EXCLUSION
Coverages A only

It is agreed that exclusion a. of Section I - Coverage A is deleted and replaced with the following.

a. "Property Damage" to:

(1) Personal property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Personal property loaned to you;

(4) Personal property in your care, custody or control;

(5) That particular part of personal property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any personal property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REAL PROPERTY IN YOUR CARE, CUSTODY OR CONTROL EXCLUSION
Coverage A only

It is agreed that exclusion a. of Section I - Coverage A is deleted and replaced with the following.

a. "Property Damage" to:

(1) Real property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Real property loaned to you;

(4) Real property in your care, custody or control;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any real property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGES EXCLUSION
Coverages A and B

It is agreed that this policy does not apply to punitive or exemplary damages awarded against any insured. Furthermore, we have no duty to defend any "suit" seeking punitive or exemplary damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL UMBRELLA POLICY AMENDATORY ENDORSEMENT
CONFORMITY with STATUTE

It is agreed that any terms of this policy or its endorsements attached, which are in conflict with the statutes of the state where this policy is issued, are amended to conform to such statutes.

MSI Insurance®

Mutual Service Insurance Companies

COMMERCIAL UMBRELLA LIABILITY
COVERAGE FORM

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Introduction — Coverages A and B

Various provisions in this policy restrict coverage. Read the entire policy and any "underlying insurance" carefully to determine rights, duties and what is covered and not covered.

Throughout this policy the words "you" and "yours" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

With respect to Coverage A, the words "this insurance" mean the excess liability insurance provided under this Policy.

The word "insured" means any person or organization qualifying as such under SECTION II — WHO IS AN INSURED for Coverage B, and any person qualifying as such under "underlying insurance" for Coverage A.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI — DEFINITIONS of this Policy.

Mutual Service Casualty Insurance Company
Mailing Address: P.O. Box 64035, St. Paul, MN 55164
Home Office: Two Pine Tree Drive, Arden Hills, MN 55112

2UG-1383 (1-97)

k. "Property damage" including any cost of clean-up, removal or abatement to any property, or the cost of monitoring any property because of the actual or alleged presence of asbestos in any form.

l. "Injury" arising out of "Aircraft Products" as defined herein.

m. "Injury" arising out of "bodily injury" to the master or any crew member of any watercraft while such person is employed by an insured.

n. "Property damage" resulting from non-pollination, cross-pollination, germination or maturity failure in any degree, substitution of one type for another or erroneous mixtures, insect infestation, or the presence of any noxious weed seeds or seed diseases as a result of the sale, distribution, use or existence of any seeds.

o. "Injury" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;
(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

p. "Injury" arising out of the employment practices of the insured, including wrongful dismissal of, or wrongful termination of or discrimination against any officer or employee.

q. "Injury" initiated, alleged, caused to be brought about by any Named Insured (the claimaint) against any other Named Insured (the defendent) as long as either maintains partial ownership or majority interest over the other.

r. "Injury" to any minor who is in the care of any insured for physiological, psychiatric or child care services, or to any adult who is in the care of any insured for physiological, psychiatric or custodial care services, but only if such services are provided by or at the direction of:

(1) Any insured;
(2) Any employee of any insured; or
(3) Any other person actually or apparently acting on behalf of any insured.

3. Defense Of Claims Or Suits

a. When we have the duty to defend, we will pay for all "defense expense" once our duty to defend begins. We may investigate any claim or suit as we think appropriate.

If we exercise our right to defend when there is no duty, we will pay only that "defense expense" we incur.

If we provide a defense, we may investigate any claim or suit at our discretion. We may settle such claim or suit within the Amount of Insurance available at the time of the settlement.

b. Our right or duty to defend ends when we have used up the Amount of Insurance available in the payment of any combination of judgments, settlements or "defense expense," as provided under SECTION III — LIMITS OF INSURANCE. This applies both to claims and suits pending at that time and those filed thereafter.

c. When we control the defense of a claim or suit, we will pay for the "defense expense." If by mutual agreement or court order the insured assumes control before the applicable Amount of Insurance available is used up, we will reimburse the insured for reasonable "defense expense." In either case, the amounts we pay will reduce the Amount of Insurance available as provided under SECTION III — LIMITS OF INSURANCE.

d. As soon as practicable after we become aware that an Amount of Insurance available is used up:

(1) We will notify you of any outstanding claims and suits subject to that Amount; and

(2) You will then arrange to assume control of the defense of all such claims and suits against you or any other insured when our right or duty to defend them ends.

e. We will assist the insured in the transfer of control of the defense of claims and suits under c. or d. above. Until such arrangements are completed, we will take on behalf of any insured those steps that we think appropriate:

(1) To avoid a default in any claim or suit; or

(2) To the continued defense of a claim or suit.

You agree that if we take such steps:

(1) We do not waive or give up any of our rights under this insurance; and

(2) You will reimburse us for any "defense expense" that arises out of such steps if the applicable Amount of Insurance available has been used up.

4. Minimum Retention

The Minimum Retention, if any, shown in the Declarations applies to all "injury" and damage arising out of any one "incident," if at the time of the first claim or suit for any such injury or damage the applicable "aggregate limit" of the "underlying insurance" has been used up by payment of judgments, settlements, and any costs or expenses subject to such limit.

Section I — Coverages
Coverage B — Extended Liability Coverage

1. Insuring Agreement

   a. We will pay those sums the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies. This insurance does not apply to "injury" which occurred before the Retroactive Date, if any, shown in the Declarations or which occurs after the policy period. This insurance applies only to "injury" which occurs in the "coverage territory."

   b. We have the right and duty to defend "claims" or "suits" against the insured seeking such damages and to pay for the "defense expense." This right and duty is limited as described in paragraph 3., under Defense Of Claims Or Suits.

   c. Each payment we make for damages or "defense expense" reduces the Amount of Insurance available, as provided under SECTION III — LIMITS OF INSURANCE.

   d. We have no obligation under this insurance to make payments or to perform acts or services except as provided for under a. and b. above.

   e. Damages include prejudgment interest awarded against the insured.

   f. This insurance applies to "injury" only if a "claim" for damages because of the "injury" is first made against any insured during the policy period.

      (1) A "claim" by a person or organization seeking damages will be deemed to have been made when notice of such "claim" is received and recorded by any insured or by us, whichever comes first.

      (2) All "claims" for damages because of "injury" to the same person, including damages "claimed" by any person or organization for care, loss of services, or death resulting at any time from the "injury," will be deemed to have been made at the time the first of those "claims" is made against any insured.

      (3) All "claims" for damages because of "property damage" causing loss to the same person or organization as a result of an "incident" will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

   This insurance does not apply to:

   a. "Injury" that is the subject of the insurance policies shown on the Schedule of Underlying Insurance in the Declaration.

   b. "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured.

   c. "Injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

   d. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

   e. (1) "Injury" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

      (a) At or from premises you own, rent or occupy;

(b) At or from any site or location used by you or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any person or organization for whom you may be legally responsible; or

(d) At or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) Any loss, cost, or expense arising out of any governmental direction or request you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Subparagraphs (a) and (d) (i) of paragraph (1) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

f. "Injury" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

g. "Property damage" to:

(1) Property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you.

h. "Property damage" to "your product" arising out of it or any part of it.

i. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

j. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

k. Damages "claimed" for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";
(2) "Your work"; or
(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

l. Any obligation imposed under any of the following laws:

(1) The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended, or similar provisions of any federal, state or local statutory or common law, or

(2) Any first party personal injury, automobile no-fault, uninsured motorists, underinsured motorists law or any similar law.

m. "Injury" excluded by the Nuclear Energy Liability Exclusion Endorsement attached to this policy.

n. "Injury" arising out of the rendering of or failure to render any professional services.

o. "Injury" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

p. Any obligation to reimburse an insurer as provided by the Terms of the "Endorsement For Motor Carrier Policies of Insurance For Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980" or under the Terms of any similar endorsement required by Federal or state statute.

q. "Bodily Injury" to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above. This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under a written contract.

r. "Bodily Injury" as defined herein caused by any of the following diseases:

(1) Asbestosis
(2) Mesothelioma
(3) Emphysema
(4) Pneumoconiosis
(5) Pulmonary Fibrosis
(6) Pleuritis
(7) Endothelioma
(8) or any other lung disease or any ailment caused by, or aggravated by exposure, inhalation, consumption or absorption of asbestos in any form.

s. "Property damage" including any cost of clean-up, removal, or abatement to any property, or the cost of monitoring any property, of the actual or alleged presence of asbestos in any form.

t. "Injury" arising out of "Aircraft Products" as defined herein.

u. "Injury" arising out of:

(1) The ownership, operation, maintenance, or use, including loading and unloading of any watercraft.

(2) "Bodily injury" to the master or any crew member of any watercraft while such person is employed by an insured.

(3) The ownership, operation, maintenance, or use, including loading and unloading of any aircraft.

v. "Property damage" resulting from non-pollination, cross-pollination, germination or maturity failure in any degree, substitution of one type for another or erroneous mixtures, insect infestation, or the presence of any noxious weed seeds or seed diseases as a result of the sale, distribution, use or existence of any seeds.

w. "Injury" arising out of the employment practices of the insured, including wrongful dismissal of, or wrongful termination of or discrimination against any officer or employee.

x. "Injury" of, initiated, alleged, caused to be brought about by any Named Insured (the claimant) against any other Named Insured (the defendant) as long as either maintains partial ownership or majority interest over the other.

y. "Injury" to any minor who is in the care of any insured for physiological, psychiatric or child care services, or to any adult who is in the care of any insured for physiological, psychiatric or custodial care services, but only if such services are provided by or at the direction of:

(1) Any insured;
(2) Any employee of any insured; or
(3) Any other person actually or apparently acting on behalf of any insured.

3. Defense of Claims or Suits

a. We have the right and duty to defend "claims" or "suits" against the insured seeking damages payable under this insurance. We may:

(1) Investigate any "claim" or "suit," and

(2) Settle within the applicable Amount of Insurance available;

as we think appropriate.

b. Our right and duty to defend such "claims" or "suits" ends when we have used up the Amount of Insurance available, as provided under SECTION III — LIMITS OF INSURANCE. This applies both to "claims" and "suits" pending at that time and those filed thereafter.

c. When we control the defense of a "claim" or "suit," we will pay for the "defense expense." If by mutual agreement or court order the insured assumes control before the applicable Amount of Insurance available is used up, we will reimburse the insured for reasonable "defense expense." In either case, however, the amounts we pay will reduce the Amount of Insurance available, as provided under SECTION III — LIMITS OF INSURANCE.

d. As soon as practicable after we become aware that the Amount of Insurance available is used up:

(1) We will notify you of any outstanding "claims" and "suits" subject to that Amount; and

(2) You will then arrange to assume control of the defense of all such "claims" and "suits" against you or any other insured when our right and duty to defend them ends.

e. We will assist the insured in the transfer of control of the defense of "claims" and "suits" under c. or d. above. Until such arrangements are completed, we will take on behalf of any insured those steps that we think appropriate:

(1) To avoid a default in any "claim" or "suit"; or

(2) To the continued defense of a "claim" or "suit."

You agree that if we take such steps:

(1) We do not waive or give up any of our rights under this insurance; and

(2) You will reimburse us for any "defense expense" that arises out of such steps if the Amount of Insurance available has been used up.

4. Deductible — Per Incident

The deductible is the amount stated in the Declarations. The deductible shall apply separately to all damages because of "injury" as a result of any one "incident" regardless of the number of persons or organizations who sustain damages because of that "incident."

We will only pay for damages in excess of the deductible amount, up to the amount of insurance available. The deductible does not apply to the payment of "defense expenses."

Section II —
Coverage B — Who is an Insured

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

   a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you.

      However, none of these employees is an insured for "bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment.

   b. Any person (other than your employee) or any organization while acting as your real estate manager.

   c. Any person or organization having proper temporary custody of your property if you die, but only:

      (1) With respect to liability arising out of the maintenance or use of that property; and

      (2) Until your legal representative has been appointed.

   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

   b. Coverage does not apply to "bodily injury" or "property damage" which occurred before you acquired or formed the organization; and

   c. Coverage does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Section III —
Coverage A and B — Limits of Insurance

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay under the terms of this insurance regardless of the number of:

   a. Insureds;

   b. "Claims" made or "suits" brought;

   c. Persons or organizations making claims or bringing "suits."

2. The Amount of Insurance stated as the General Aggregate Limit is the most we will pay for the sum of:

   a. Damages under Coverages A and B, other than damages because of "injury" or damage:

      (1) included within "the products-completed operations hazard"; or

      (2) arising out of the ownership, operation, maintenance, use, loading or unloading, or entrustment to others of an auto; and

   b. "Defense expense" for "claims" and "suits" seeking damages payable under a. above, except as provided in the Appeals Condition (Coverage A).

   Each payment we make for such damages or "defense expense" reduces by the amount of the payment the General Aggregate Limit. This reduced limit will then be the Amount of Insurance available for further expenses and damages of these kinds.

3. The Amount of Insurance stated as the Products-Completed Operations Aggregate Limit is the most we will pay under Coverages A and B for the sum of:

   a. Damages because of "injury" or damage included in the "products-completed operations hazard," and

   b. "Defense expense" for "claims" and "suits" seeking damages payable under a. above, except as provided in the Appeals Condition (Coverage A).

   Each payment we make for such damages or "defense expense" reduces by the amount of the payment the Products-Completed Operations Aggregate Limit. This reduced limit will then be the Amount of Insurance available for further expenses and damages of these kinds.

4. The Amount of Insurance stated as the Each Incident Limit is the most we will pay for the sum of damages under Coverages A and B because of all "injury" and damage arising out of any one "incident" involving the ownership, operation, maintenance, use, loading or unloading, or entrustment to others of an auto.

   Each payment we make for such damages or "defense expense" reduces by the amount of the payment the Each Incident Limit.

5. The Limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

Section IV — Extended Reporting Periods
Coverage A

With respect to coverage under this insurance that is excess over "underlying insurance" which applies on a claims-made basis:

1. We will provide one or more Extended Reporting Periods, as described below if:

   a. This policy is cancelled or not renewed; or

   b. We renew or replace this policy with insurance that:

      (1) has a Retroactive Date later than the date shown in the Declarations of this policy; or

      (2) does not apply to bodily injury or property damage on a claims-made basis.

2. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

   a. Five years for claims arising out of an "incident" reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 3.a. of SECTION V — CONDITIONS; or

   b. Sixty days for all other claims.

   The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

3. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. It lasts for the period of time shown in the Declarations. This supplemental period starts:

   a. Five years after the end of the policy period for claims arising out of an "incident" reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 3.a. of SECTION V — CONDITIONS; or

   b. Sixty days after the end of the policy period for all other claims.

   You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and purchase a Supplemental Extended Reporting Period Endorsement on any "underlying insurance," or maintain "underlying insurance."

   We will determine the actual premium for the Extended Reporting Period Endorsement at the time the endorsement is issued. In doing so, we may take into account the following:

   a. The exposures insured;

   b. Previous types and amounts of insurance;

   c. Amounts of Insurance available under this policy for future payment of damages and "defense expenses"; and

   d. Other related factors.

   The premium for the Extended Reporting Period Endorsement will not exceed the percentage shown in the Declarations of the annual premium for Coverage A of the policy to which the endorsement would be attached. It will be fully earned when the Endorsement takes effect.

4. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for injury or damage that occur before the end of the policy period (but not before the Retroactive Date, if any, shown in the Declarations).

   Claims for such injury or damage which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the policy period.

   Once in effect, Extended Reporting Periods may not be cancelled, unless "underlying insurance" is not maintained.

5. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any claim to which this policy applies.

Section IV — Extended Reporting Periods Coverage B

1. We will provide one or more Extended Reporting Periods, as described below, if:

   a. We cancel or do not renew this Policy; or

   b. We renew or replaces this Policy with insurance that:

      (1) has a Retroactive Date later than the date shown in the Declarations of this Policy; or

      (2) does not apply to "injury" on a claims-made basis.

2. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

   a. Five years for "claims" arising out of an "incident" reported to us, not later than 60 days after the end of the policy, in accordance with paragraph 3.,a. of SECTION V — CONDITIONS; or

   b. Sixty days for all other "claims."

   The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims."

3. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. It lasts for the period of time shown in the Declarations. This supplemental period starts:

   a. Five years after the end of the policy period for "claims" arising out of an "incident" reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 3.,a. of SECTION V — CONDITIONS; or

   b. Sixty days after the end of the policy period for all other "claims."

   You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

   We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

   a. The exposures insured;

   b. Previous types and amounts of insurance;

   c. Amount of Insurance available under this Policy for future payment of damages and "defense expenses"; and

   d. Other related factors.

   The premium will not exceed the percentage shown in the Declarations of the annual premium for Coverage B of the policy to which the endorsement would be attached. It will be fully earned when the Endorsement takes effect.

4. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for "injury" that occur before the end of the policy period (but not before the Retroactive Date, if any, shown in the Declarations).

"Claims" for such injury or damage which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the policy period.

Once in effect, Extended Reporting Periods may not be cancelled.

5. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any "claim" to which this Policy applies.

Section V — Conditions
Coverage A

If any of the following conditions are contrary to Conditions contained in the "underlying insurance" the provisions contained in this policy apply.

1. Appeals

   In the event the "underlying insurer" elects not to appeal a judgment in excess of the limits of the "underlying insurance," we may elect to make such appeal. If we so elect, we shall be liable, in addition to the applicable Amount of Insurance, for all "defense expenses" we incur.

2. Bankruptcy Of Underlying Insurer

   In the event of bankruptcy or insolvency of any "underlying insurer," the insurance afforded by this policy shall not replace such "underlying insurance," but shall apply as if the "underlying insurance" was valid and collectible.

3. Duties In The Event Of Incident, Claim Or Suit

   a. You must see to it that we are notified as soon as practicable of an "incident" which may result in a claim to which this insurance applies. To the extent possible notice should include:

      (1) How, when and where the "incident" took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "incident."

      Notice of an "incident" is not notice of a claim.

   b. If a claim is received by any insured you must:

      (1) Immediately record the specifics of the claim and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a suit;

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation, settlement or defense of the claim or suit;

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply; and

      (5) Notify us immediately of any judgment or settlement of any claim or suit brought against any insured.

   d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Maintenance of Underlying Insurance

   a. You agree to maintain the "underlying insurance" in full force and effect during the term of this policy, and to inform us within 30 days of any replacement of that "underlying insurance" by the same or another company.

   b. In the event any "underlying insurance" is cancelled or not renewed and not replaced, you must notify us immediately. You must also notify us immediately if the Retroactive Date of any "underlying insurance" is changed. We will not be liable under this insurance for more than we would have been liable if that "underlying insurance" has not terminated, or if the Retroactive Date had not been changed.

      If the Retroactive Date of any "underlying insurance" is changed, we may, at our option:

      (1) Cancel this policy as of the effective date of the change in the Retroactive Date; and

      (2) Offer to renew or rewrite this insurance with the same Retroactive Date as the "underlying insurance."

   c. Reduction or exhaustion of the "aggregate limit" of any "underlying insurance" by payments for judgments, settlements or "defense expense" will not be a failure to maintain "underlying insurance" in full force and effect.

      If the "aggregate limit" of the "underlying insurance" is reduced or used up due to payments for injury or damage that:

      (1) occurred prior to the Retroactive Date of this insurance; or

      (2) is excluded under this insurance,

      this insurance will apply as if such payments had not been made.

   d. No statement contained in this Condition limits our right to cancel or not renew this Policy.

5. Other Insurance

   This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

6. Policy Period

   a. If the "underlying insurance" applies on a claims-made basis, this insurance will respond to injury or damage only if a claim for damages is first received and recorded, in the manner prescribed by the "underlying insurance," during the policy period of this insurance shown in the Declarations, including any Extended Reporting Period applicable to this insurance, regardless of any Extended Reporting Period applicable to the "underlying insurance."

   b. If the "underlying insurance" does not apply on a claims-made basis, this insurance will respond to injury or damage that occurs, or arises from an offense committed, during the policy period of this insurance shown in the Declarations.

Section V — Conditions
Coverage B

1. Bankruptcy

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under Coverage B.

2. Duties In The Event Of Incident, Claim Or Suit

   a. You must see to it that we are notified as soon as practicable of an "incident" which may result in a "claim" to which this insurance applies. To the extent possible notice should include:

      (1) How, when and where the "incident" took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any "injury" or damage arising out of the event.

      Notice of an "incident" is not notice of a "claim."

   b. If a "claim" is received by any insured, you must:

      (1) Immediately record the specifics of the "claim" and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the "claim" as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit";

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" or damage to which this insurance may also apply; and

      (5) Notify us immediately of any judgment or settlement of any "claim" or "suit" brought against any insured.

   d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. Legal Action Against Us

   No person or organization has a right under this Policy:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the limits of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

   This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis.

5. Premium Audit

   a. We will compute all premiums for this Policy in accordance with our rules and rates.

   b. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured. If the Policy Limit of this insurance is used up prior to the end of the Policy Period, the premium is fully earned.

   c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

   By accepting this policy, you agree:

   a. The statements in the Declarations are accurate and complete;

   b. Those statements are based upon representations you made to us; and

   c. We have issued this policy in reliance upon your represenations.

7. Separation Of Insureds

   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

   a. As if each Named Insured were the only Named Insured; and

   b. Separately to each insured against whom "claim" is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

   If the insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Section VI — Definitions
Coverage A Only

1. "Aggregate limit" means the maximum amount stated in the policy for which the insurer will be liable, regardless of the number of covered claims.

2. "Occurrence limit" means any specific limit, other than an "aggregate limit," applicable to any "underlying insurance," regardless of whether such limit is subject to an "aggregate limit" in the "underlying policy."

3. "Underlying insurance" means the liability insurance coverage provided under policies shown in the Declarations, for the limits and periods indicated. It includes any policies issued to replace those policies during the term of this insurance that provide:

   a. At least the same policy limits;

   b. Coverage for the same hazards insured against, except as modified by general program revisions or as agreed to by us in writing; and

   c. The same Retroactive Date, if issued on a claim-made basis.

   "Underlying insurance" also includes any Extended Reporting Periods on the policies shown in the Declarations. It includes only policies shown in the Declarations or endorsed onto this policy.

4. "Underlying insurer" means any insurer who issues a policy of "underlying insurance."

5. "Underlying policy" means a policy providing "underlying insurance."

Section VI — Definitions
Coverage B Only

1. "Advertising injury" means injury arising out of one or more of the following offenses:

   a. Oral or written publication of material that slanders or libels a person or organization or, disparages a person's or organization's goods, products or services;

   b. Oral or written publication of material that violates a person's right of privacy;

   c. Misappropriation of advertising ideas or style of doing business; or

   d. Infringement of copyright, title or slogan, committed in the course of advertising your goods, products or services.

2. "Coverage Territory" means anywhere in the world if the insured's responsibility to pay damages is determined in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada or in a settlement we agree to.

3. "Claim" means a demand upon the insured for compensatory damages or services. "Claim" does not include reports of accidents, acts, errors, occurrences, offenses or omissions which may give rise to a "claim" under this policy.

4. "Suit" means a civil proceeding in which damages to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

Section VI — Definitions
Both Coverages A and B

1. "Aircraft Products" means aircraft (including missiles and spacecraft) and any article furnished by you or subsidiary companies 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.

2. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

3. "Defense expense" means payments allocated to a specific "claim" or "suit" for its investigation, settlement, or defense, including:

   a. Attorney fees and all other litigation expenses.

   b. The cost of bonds to appeal a judgment or award in any "suit" we defend.

   c. Up to $250 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which bodily injury liability coverage under this insurance applies.

   d. The cost of bonds to release attachments, but only for bond amounts within the Amount of Insurance available.

   e. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit," including actual loss of earnings up to $100 a day because of time off from work.

   f. Costs taxed against the insured in the "suit."

   g. Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of SECTION III — LIMITS OF INSURANCE.

   "Defense expense" does not include:

   a. Salaries and expenses of our employees or the insured's employees, other than:

      (1) That portion of our employed attorney's fees, salaries and expenses allocated to a specific "claim" or "suit"; and

      (2) The expenses described in e. above.

   b. Fees and expenses of independent adjusters we hire.

4. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by:

   a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

   b. Your fulfilling the terms of the contract or agreement.

5. "Incident" means:

   a. With respect to "bodily injury" to persons other than your employees and "property damage," an accident, including continuous or repeated exposure to substantially the same general harmful conditions;

   b. With respect to "bodily injury" to your employees arising out of and in the cause of their employment by you, the accident or disease which causes the "bodily injury"; and

   c. With respect to offenses committed by the insured resulting in "personal injury" or "advertising injury" other than "bodily injury," all such "injury" sustained by any one person or organization.

6. "Injury" means "bodily injury," "property damage," "advertising injury" or "personal injury."

7. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:

   a. False arrest, detention or imprisonment;

   b. Malicious prosecution;

   c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;

   d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

   e. Oral or written publication of material that violates a person's right of privacy, arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

8. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

      (1) Products that are still in your physical possession; or

      (2) Work that has not yet been completed or abandoned.

   b. "Your work" will be deemed completed at the earliest of the following times:

      (1) When all of the work called for in your contract has been completed.

      (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

      (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

      Work that may need service, maintenance correction, repair or replacement, but which is otherwise complete, will be treated as completed.

   c. This hazard does not include "bodily injury" or "property damage" arising out of:

      (1) The transportation of property, unless the "injury" or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;

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

9. "Property damage" means:

   a. Physical injury to tangible property, including all resulting loss of use of that property; or

   b. Loss of use of tangible property that is not physically injured.

10. "Your product" means:

   a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

      (1) You;
      (2) Others trading under your name; or
      (3) A person or organization whose business or assets you have acquired; and

   b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

   "Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. and b. above.

   "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

11. "Your work" means:

   a. Work or operations performed by you or on your behalf; and

   b. Materials, parts or equipment furnished in connection with such work or operations.

   "Your work" includes 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.

ENDORSEMENT #1

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TUM-7-2237291 , issued by the Mutual Service Casualty Insurance Company:

SUBJECT TO ALL OTHER TERMS AND CONDITIONS OF THE POLICY, IT IS UNDERSTOOD AND AGREED THAT THE POLICY STATED BELOW IS HEREBY AMENDED AS FOLLOWS:

FARMERS UNION CENTRAL EXCHANGE INCORPORATED AND ANY SUBSIDIARY OR AFFILIATED COMPANIES NOW OR HEREAFTER CONSTITUTED. SUBSIDIARIES OR AFFILIATED COMPANIES MEANS ANY COMPANY OR ENTITY OF WHICH AT LEAST 50% OF THE STOCK IS OWNED BY FARMERS UNION CENTRAL EXCHANGE INCORPORATED OR FOR WHICH IT HAS ASSUMED AN ACTIVE MANAGEMENT INCLUDING BUT NOT LIMITED TO THE FOLLOWING COMPANIES:

CENEX ACCOUNTING SERVICES, INC.
CENEX AG, INC.
CENEX FINANCE ASSOCIATION
CENEX, INC.
CENEX, LTD.
CENEX PETROLEUM, INC.
CENEX SERVICE COMPANY
FULL CIRCLE, INC.
PAX COMPANY
CENEX AGENCY, INC.
CENEX FOUNDATION
AG AGENCY, INCORPORATED
HORNOI TRANSPORT, INC.
Canada, Inc.
CENEX Agri-Fuels
Full Circle, Inc.
Suburban Transportation, Inc.
Cornbelt, ~~Inc.~~ Inc.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

3UG-14 (2-74)

COMMON
POLICY DECLARATIONS

MSI Insurance®

POLICY NO. TGA-7-2238268

NAMED INSURED AND ADDRESS
FARMERS UNION CENTRAL EXCHANGE, INC.
5500 CENEX DRIVE
INVER GROVE HEIGHTS, MINNESOTA 55075

AGENT
0264

BUSINESS DESCRIPTION:
FARM SUPPLY
COOPERATIVE

The named insured is: ☐ Individual ☐ Corporation ☐ Partnership ☒ Other (Specify) COOPERATIVE

Policy Period: From 9-30-87 To 9-30-88 ☒ 12:01 A.M., standard time at your mailing address shown above ☐

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy is renewed automatically for additional policy periods, subject to the current rates, rules and forms, unless you receive notice of non-renewal. If the renewal premium is unpaid, the policy will be terminated after ten (10) days written notice to the insured, mortgagee and other interested parties listed.

THIS POLICY CONSISTS OF THE FOLLOWING COMMERCIAL COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Property Coverage Part	$
Inland Marine Coverage Part	$
General Liability Coverage Part	$ INCLUDED
Crime Coverage Part(s)	$
Auto Coverage Part(s)	$ INCLUDED
Estimated Total Premium	$

Forms/Endorsements applicable to all Coverage Parts:

2UG-2528
2UM-3692
MMP-3003
3UG-14 (END. #1)

The named insured has elected to make payment(s) of Mutual Service Casualty Insurance Company premiums on the following basis:

☐ Annually ☐ Quarterly ☐ Monthly
☐ Semi-Annually ☐ Special Plan

5-27-89/JB
Countersignature Date

Authorized Representative

Mutual Service Casualty Insurance Company
Mailing Address: P.O. Box 64035/St. Paul, MN 55164
Home Office: Two Pine Tree Drive/Arden Hills, MN 55112

MUTUAL POLICY CONDITIONS

MUTUALITY: While this or any other policy issued by us is in force, you are a member of the company and entitled to a single vote at all meetings of the members. You are entitled to any dividends declared by the Board of Directors on your policy under conditions set by law and that board.

ANNUAL MEETING NOTICE: The annual meetings of the members of the company are held in the home office at Arden Hills, Minnesota at 10:00 a.m. on the second Tuesday in February.

NON-ASSESSABLE POLICY: This policy is non-assessable, which means that your responsibility for our obligation is limited to the premium charged for your insurance.

This policy is signed on behalf of Mutual Service Casualty Insurance Company by its President and Secretary at Arden Hills, Minnesota, and countersigned in the Declarations by an Authorized Representative of our company.

Secretary

President

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATIONS OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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COMMERCIAL GENERAL LIABILITY INSURANCE
SUMMARY OF BROADENINGS AND RESTRICTIONS IN COVERAGE
IN SIMPLIFIED COMMERCIAL GENERAL LIABILITY INSURANCE

We are renewing your General Liability insurance with a new policy in simplified language. The new policy will result in some broadenings and restrictions in certain areas.

Following is a summary of the broadenings and reductions in the General Liability coverages which are subject to the simplication program. This summary applies to your policy to the extent that the commentary herein applies to the coverage(s) afforded under your new policy and to the extent that it has application to the scope of coverage provided under the policy being replaced.

NO COVERAGE IS PROVIDED BY THIS SUMMARY NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The comparative information below relates to old and new policies that apply on an "occurrence" basis. If the new policy replacing your current policy applies on a "claims-made" basis instead of an "occurrence" basis, the coverage differences (broadenings and restrictions) noted herein are basically the same for the "claims-made" policy except the coverage trigger for the "claims-made" version is different than for the "occurrence" basis. See Part IV of this Summary for further explanation.

I. REDUCTIONS OF COVERAGE

A. Contractual Liability Coverage

a. Contractual liability is restricted to tort liability assumed from another person or organization:

b. Coverage for liability assumed in connection with the ownership, maintenance or use of any auto owned or operated by or rented or loaned to any insured is no longer afforded.

(This comparison is based on the assumption that the insured currently has contractual liability coverage. However, the inclusion of contractual liability coverage, other than contractual liability assumed under any contract or agreement which is an "incidental contract" under the old CGL policy, would be construed as a broadening of coverage if the insured does not have contractual liability coverage under the current general liability policy.)

B. Pollution Liability Coverage

Coverage with respect to the following situations is no longer afforded:

Sudden and accidental emissions of pollutants

a. at or from insured premises;

b. at or from a site used for the handling, storage, disposal, processing or treastment of waste;

c. if the insured handles, transports, etc. the pollutants as waste;

d. if the pollutants are brought to a job site in connection with the operations being performed at that site; or

e. if the operations involve the clean up, containment, etc. of the pollutants.

C. Loading or unloading of an aircraft or watercraft

Coverage with respect to the loading or unloading of an aircraft or watercraft may be restricted depending upon the factual circumstances because the term "loading or unloading" is now being defined.

D. Mobile Equipment Coverage

The road hazard is no longer covered for the following types of self-propelled vehicles:

a. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

b. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

E. Property Damage Liability Coverage

a. Property in care, custody or control

The exception for elevators with respect to property in the care, custody or control of the insured has been eliminated so that property on elevators will be treated the same as other property in the care, custody or control of the insured.

b. Broad Form Property Damage Liability Coverage

To the extent that the care, custody or control exclusion applies, coverage is no longer provided away from the insured's premises for:

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(1) tool or equipment loaned to the insured while not actually being used;

(2) any portion of personal property upon which operations are not being performed.

(The restriction of coverage in this area only applies when the insured currently has the Broad Form Property Damage Liability coverage. Otherwise, the inclusion of the Broad Form Property Damage Liability coverage in the new policy would be a broadening of the insured's coverage.)

F. Medical Payments Coverage

a. Medical payments are now subject to the newly established policy General Aggregate Limit as well as the Occurrence Limit.

b. All insureds have been excluded from the medical payments coverage rather than just the named insured, partners and employee as in the old policy.

c. Medical payments coverage for employees of non-residents has been eliminated.

(The restriction of coverage in this area only applies when the insured currently has the Medical Payments coverage. Otherwise, the inclusion of the Medical Payments coverage in the new policy would be a broadening of the insured's coverage.)

G. First Aid Coverage

First aid coverage has been built into the Medical Payments coverage and will be subject to the applicable policy limits.

H. Who Is An Insured

a. Automatic Coverage for Newly Acquired Organizations

(1) Coverage is limited to liability for bodily injury or property damage that occurs after the newly acquired organization becomes an insured,

(2) Coverage for Personal Injury or Advertising Injury is limited to offenses committed after the organization becomes an insured, and

(3) Coverage is no longer afforded automatically for newly formed partnerships.

(The restriction of coverage in this area applies only when the insured currently has the Automatic Coverage for Newly Acquired Organization. Otherwise, the inclusion of the Automatic Coverage for Newly Acquired Organization would be a broadening of the insured's coverage.)

b. Coverage for liability arising out of the conduct of past partnership or joint ventures which are not shown as named insureds in the Declarations has been eliminated.

I. Limits of Insurance

a. The establishment of a General Aggregate Limit presents a restriction on coverage for losses which were not previously subject to the aggregate limit concept.

b. Fire Damage Legal Liability Coverage

Payment for Fire Damage Legal Liability is now subject to the applicable "General Aggregate" limit.

(The restriction of coverage in this area applies only if the insured currently has the Fire Legal Liability Coverage. Otherwise, the inclusion of the Fire Damage Coverage in the new policy would be a broadening of the insured's coverage.)

J. Commercial General Liability Conditions

a. Other Insurance Condition

The Excess provision now indicates that the limited coverage for aircraft, watercraft and autos is on an excess basis.

II. BROADENING OF COVERAGE

A. Bodily Injury Liability Coverage

Bodily Injury resulting from the use of reasonable force to protect persons or property is now covered.

(This applies only to insureds who do not have the Broad Form Comprehensive General Liability endorsement.)

B. Contractual Liability Coverage

a. Tort liability for bodily injury and property damage assumed under an "insured contract" is now covered.

b. The "third party beneficiary" and "operation within 50 feet of railroad" exclusions are eliminated for this coverage.

(This applies only to insureds who do not have contractual liability coverage other than contractual liability assumed under any contract or agreement which is qualified to be an "incidental contract" under the old CGL policy. Otherwise, the coverage in this area may be restricted. Refer to Section I "Reduction of Coverage" for details.)

C. Liquor Liability Coverage

a. Statutory liability of an owner or lessor who leases premises to someone in the liquor business but who is not engaged in the liquor business himself is now covered.

b. Liquor law liability assumed by any insured who is not engaged in the liquor business is now covered.

D. Pollution Liability Coverage

Coverage with respect to the following situations is now provided:

Non-sudden or gradual emissions of pollutants (other than waste):

a. arising out of the products/completed operations hazard;

b. occurring away from insured premises in connection with ongoing operations if:

(1) the pollutants were not brought on the site in connection with operations, and

(2) operations do not involve the clean up, containment, etc. of pollutants.

E. Non-owned Watercraft Coverage

Non-owned watercraft under 26 feet in length are now covered.

(This applies only to insureds who do not currently have the coverage for non-owned watercraft under 26 feet in length as provided under the Broad Form CGL Endorsement.)

F. Mobile Equipment Coverage

The use or operation of snowmobiles is no longer specifically excluded.

G. Property Damage Liability Coverage

a. The exclusion of property in the insured's care, custody or control no longer applies to real property.

b. The alienated premises exclusion no longer applies to premises built and held vacant for sale by the insured.

H. Personal and Advertising Injury Liability Coverage

Coverage for Personal and Advertising Injury Liability is now provided to the insured.

(This applies only to insureds who do not currently have Personal Injury or Advertising Injury Liability coverage. Otherwise, the coverage in this area may be restricted. Refer to Section I "Reduction of Coverage" for details.)

I. Fire Damage Liability

Fire Damage Legal Liability Coverage is now provided.

(This applies only to insureds who do not currently have Fire Damage Legal Liability Coverage. Otherwise, the coverage in this area may present a restriction of coverage. Refer to Section I "Reduction of Coverage" for details.)

J. Medical Payments Coverage

a. Medical Payments coverage is now provided.

b. Per person limit is increased from $1,000 to $5,000.

(This applies only to insureds who do not currently have medical payments coverage. Otherwise, the coverage in this area may present a restriction on the insured. Refer to Section I "Reduction of Coverage" for details. Nevertheless, the increase of per person limit from $1,000 to $5,000 represents a definite broadening of this coverage to any insured.)

K. Supplementary Payments Coverage

The amount of actual loss of earnings under the "reasonable expenses" provision has been increased from $25 to $100 a day.

L. Who is An Insured

a. Employees are covered as insureds.

(This applies only to insureds who do not currently have "employees as additional insureds coverage".)

b. Newly acquired organizations are covered automatically.

(This applies only to insureds who do not currently have automatic Newly Acquired Organization coverage. Otherwise, the coverage in this area may present a restriction on the insured. Refer to Section I "Reduction of Coverage" for details.)

M. Definitions—"Coverage Territory"

As long as the insured's legal obligation to pay damage is determined in a suit on merits in the United States of America (including its territories and possessions), Puerto Rico and Canada:

(1) Products liability coverage is extended worldwide and is no longer limited to goods or products that are sold for consumption within the described territories.

(2) Worldwide coverage now applies for liability arising out of activities of those insureds temporarily on business trips outside the policy territory.

(This applies only to insureds who do not currently have Broad Form CGL endorsement coverage.)

N. Common Policy Conditions—Cancellation

Notice of cancellation to the insured is extended to 30 days for any reason other than nonpayment of premium.

III. CLARIFICATIONS AND PROCEDURE CHANGES

A. Entrustment of Auto, Aircraft or Watercraft

For clarification purposes, liability arising out of entrustment of any auto, aircraft or watercraft is explicitly excluded. This may be perceived as a restriction of coverage.

B. Personal Injury Liability

Coverage with respecct to "wrongful entry or eviction or other invasion of the right of

private occupancy" has been clarified. This may be perceived as a restriction of coverage.

(This applies only to insureds who currently have the Personal Injury Liability Coverage on their policies.)

C. Advertising Injury Liability Coverage

For clarification purposes, a new exclusion which deals with the failure of goods, products or services to conform with the advertised quality or performance has been added to this coverage. This may be perceived as a restriction of coverage.

(This applies only to insureds who currently have Advertising Liability Coverage on their policies.)

D. Limits of Insurance

a. A new provision which clarifies how the limits of insurance applies when the last policy period reached its anniversary and is extended for an additional period of less than 12 months has been added. Dependent upon how a company currently interprets this situation, this may represent a restriction of coverage.

b. The combining of the BI and PD into a single limit may present a different coverage result for a given insured depending on the extent of the new limit purchased and if an incident causes bodily injury only, property damage only, or a combination of bodily injury and property damage.

E. Inspection and Survey Condition

For clarification purposes, a new provision which indicates that this condition also applies to any rating, advisory rate service or similar organization has been added. This may be perceived as a restriction of coverage.

F. Duties in the Event of Occurrence, Claim or Suit Condition

This Condition now specifically requires that the Named Insured is responsible for notifying the company of an occurrence. It also requires that the Named Insured is responsible to see that the company receives prompt written notice of any claim or suit.

This is a procedural change from the current policy.

G. Premium Audit Condition

This Condition now specifies that the first Named Insured is responsible for the payment of premium due and for keeping the records or information for premium computation purpose. In addition, only the first Named Insured will receive the excess premium, if any, returned by the company.

This is a procedural change from the current policy.

IV. CLAIMS-MADE POLICY

Since the coverage provided under the "claims-made" version of the new General Liability policy is basically identical to that under the "occurrence" version, the coverage changes (restriction and broadening) noted above also apply to the "claims-made" policy.

However, because the "claims-made" policy provides coverage with a different coverage trigger, you may experience some variation with respect to limits, depending on when a claim is actually made. Furthermore there are some special provisions such as the retroactive date and extended reporting period, unique to a "claims-made" policy only, which may result in a different scope of coverage.

If you have switched to a "claims-made" policy from an "occurrence" policy, further explanation has been provided herewith or such may be obtained by contacting your company representative.

CG 00 01 11 85

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II—WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V—DEFINITIONS.

SECTION I—COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS—COVERAGES A AND B. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "suit" seeking those damages. But:

(1) The amount we will pay for damages is limited as described in SECTION III—LIMITS OF INSURANCE;

(2) We may investigate and settle any claim or "suit" at our discretion; and

(3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

b. 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".

c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions.

This insurance does not apply to:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract"; or

(2) That the insured would have in the absence of the contract or agreement.

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

e. "Bodily injury" to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) At or from premises you own, rent or occupy;

(b) At or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any person or organization for whom you may be legally responsible; or

(d) At or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) Any loss, cost, or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V.8).

h. "Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. "Property damage" to:

(1) Property you own, rent, or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises:

(3) Property loaned to you;

(4) Personal property in your care, custody or control;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. "Property damage" to "your product" arising out of it or any part of it.

l. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in SECTION III—LIMITS OF INSURANCE.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS—COVERAGES A AND B. We will have the right and duty to defend any "suit" seeking those damages. But:

(1) The amount we will pay for damages is limited as described in SECTION III—LIMITS OF INSURANCE;

(2) We may investigate and settle any claim or "suit" at our discretion; and

(3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

b. This insurance applies to "personal injury" only if caused by an offense:

(1) Committed in the "coverage territory" during the policy period; and

(2) Arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

c. This insurance applies to "advertising injury" only if caused by an offense committed:

(1) In the "coverage territory" during the policy period; and

(2) In the course of advertising your goods, products or services.

2. Exclusions.

This insurance does not apply to:

a. "Personal injury" or "advertising injury":

(1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or

(4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

b. "Advertising injury" arising out of:

(1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

(2) The failure of goods, products or services to conform with advertised quality or performance;

(3) The wrong description of the price of goods, products or services; or

(4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement.

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination,

as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. **Exclusions.**

We will not pay expenses for "bodily injury":

a. To any insured.

b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. To a person injured on that part of premises you own or rent that the person normally occupies.

d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.

e. To a person injured while taking part in athletics.

f. Included within the "products-completed operations hazard".

g. Excluded under Coverage A.

h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS—COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $100 a day because of time off from work.
5. All costs taxed against the insured in the "suit".
6. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

[illegible] accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II—WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, none of these employees is an insured for:

(1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment; or

(2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or

(3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).

b. Any person (other than your employee), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission.

Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-employee of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or, the end of the policy period, whichever is earlier;

   b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III—LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

   a. Medical expenses under Coverage C; and

   b. Damages under Coverage A and Coverage B, except damages because of injury and damage included in the "products-completed operations hazard".

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of injury and damage included in the "products-completed operations hazard".

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage A; and

   b. Medical expenses under Coverage C

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy.**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Claim Or Suit.**

   a. You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:

      (1) How, when and where the "occurrence" took place; and

      (2) The names and addresses of any injured persons and witnesses.

   b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us.**

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance.**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) That is Fire insurance for premises rented to you; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit.**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations.**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds.**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us.**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V—DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

b. Oral or written publication of material that violates a person's right of privacy;

c. Misappropriation of advertising ideas or style of doing business; or

d. Infringement of copyright, title or slogan.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or

c. All parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in a. above; or

(b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

6. "Insured contract" means:

a. A lease of premises;

b. A sidetrack agreement;

c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;

d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;

f. An elevator maintenance agreement; or

g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

b. 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

c. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

7. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is

accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing;

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

10. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication of material that violates a person's right of privacy.

11. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned.

b. "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials;

(3) Products or operations for which the classification in this Coverage Part or in our man-

ual of rules includes products or completed operations.

12. "Property damage" means:

    a. Physical injury to tangible property, including all resulting loss of use of that property; or

    b. Loss of use of tangible property that is not physically injured.

13. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

14. "Your product" means:

    a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

        (1) You;

        (2) Others trading under your name; or

        (3) A person or organization whose business or assets you have acquired; and

    b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    "Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. and b. above.

    "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your work" means:

    a. Work or operations performed by you or on your behalf; and

    b. Materials, parts or equipment furnished in connection with such work or operations.

    "Your work" includes 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE (OCCURRENCE FORM ENDORSEMENT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

COVERAGE D. EMPLOYEE BENEFITS LIABILITY is added as follows: LIMIT $1,000,000/1,000,000

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages on account of any claim made against the insured by any employee, former employee, or their beneficiaries or legal representatives, for injury caused by any negligent act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, in the "administration" of the insured's "employee benefits" program. We will have the right and duty to defend any "suit" seeking such damages. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS.** But:

(1) The amount we will pay for damages is limited as described herein in **5. Limits of Insurance;**

(2) We may investigate any claim or "suit" at our discretion, but we will not make settlement or compromise any claim or "suit" without the insured's written consent; and

(3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements in accordance with this coverage.

b. This coverage applies only to claims which:

(1) come under the legal jurisdiction of a court of law or a court of equity within the "coverage territory;" and

(2) result from negligent acts, errors or omissions of the insured in the "administration" of your "employee benefits" program, provided the claim is made or "suit" is brought during the policy period and, at the effective date of this endorsement, the insured had no knowledge of or could not have reasonably foreseen any circumstances which might result in a claim or "suit."

2. Exclusions.

This insurance does not apply to:

a. any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination, or humiliation;

b. "bodily injury," "property damage," "personal injury" or "advertising injury;"

c. any claim for failure of performance of contract by any insurer;

d. any claim based upon the insured's failure to comply with any law concerning Workers' Compensation, Unemployment Insurance, Social Security or Disability Benefits;

e. any claim based upon (1) failure of stock shares to perform as represented by an insured, (2) advice given by an insured to an employee to participate or not to participate in any stock subscription plan, or (3) the investment or non-investment of funds;

f. any claim based upon any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations or responsibilities, imposed by the Federal Employee Retirement Income Security Act of 1974.

3. **Who is an Insured.**

SECTION II — WHO IS AN INSURED is replaced by the following (applicable to Employee Benefits Liability Coverage only).

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

(3) An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

b. Each of the following is also an insured:

(1) Your employees who are authorized to act in the "administration" of your "employee benefits" program.

(2) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

(3) Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:

(a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(b) Coverage under this provision does not apply to claims arising out of any negligent act, error or omission that occurred before you acquired or formed the organization.

4. **Additional Definitions.**

a. "Employee benefits" means group life insurance, group health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation or savings plans, workers' compensation, unemployment insurance, social security and disability benefits insurance.

b. "Administration" means:

(1) Giving counsel to employees with respect to the "employee benefits" program;

(2) Interpreting the "employee benefits" program;

(3) Handling of records in connection with the "employee benefits" program;

(4) Effecting enrollment, termination or cancellation of employees under the "employee benefits" program;

provided all such acts are authorized by you.

c. For purposes of this endorsement only, "suit" means a civil proceeding in which damages because of any act, error or omission included under Employee Benefits Liability Coverage are alleged. "Suit" includes an arbitration proceeding alleging such damages to which the insured must submit or submit with our consent.

5. Limits of Insurance

The following is added under **SECTION III — LIMITS OF INSURANCE.**

Applicable to Employee Benefits Liability Coverage only (this provision does not increase the Limits of Insurance):

1. The Each Occurrence Limit is the most we will pay for all damages arising out of any one claim.

2. The General Aggregate Limit is the most we will pay for the sum of damages arising out of all claims.

6. Additional Conditions

The terms of this coverage in conflict with statutes of the state where this policy is issued are changed to conform with those statutes.

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ENDORSEMENT #1

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

SUBJECT TO ALL OTHER TERMS AND CONDITIONS OF THE POLICY, IT IS UNDERSTOOD AND AGREED THAT THE POLICY STATED BELOW IS HEREBY AMENDED AS FOLLOWS:

THE NAMED INSURED SHALL READ:

FARMERS UNION CENTRAL EXCHANGE INCORPORATED AND ANY SUBSIDIARY OR AFFILIATED COMPANIES NOW OR HEREAFTER CONSTITUTED. SUBSIDIARIES OR AFFILIATED COMPANIES MEANS ANY COMPANY OR ENTITY OF WHICH AT LEAST 50% OF THE STOCK IS OWNED BY FARMERS UNION CENTRAL EXCHANGE INCORPORATED OR FOR WHICH IT HAS ASSUMED AN ACTIVE MANAGEMENT INCLUDING BUT NOT LIMITED TO THE FOLLOWING COMPANIES:

CENEX ACCOUNTING SERVICES, INC.
CENEX AG, INC.
CENEX FINANCE ASSOCIATION
CENEX, INC.
CENEX, LTD.
CENEX PETROLEUM, INC.
CENEX SERVICE COMPANY
FULL CIRCLE, INC.
PAX COMPANY
CENEX AGENCY, INC.
CENEX FOUNDATION
AG AGENCY, INC.
HORNOI TRANSPORTATION COMPANY, INC.

THE NAMED INSURED DOES NOT INCLUDE:

CENEX/LAND O'LAKES AGRONOMY COMPANY

All other terms and conditions of the policy remain unchanged.

Randall L. Stowting
Authorized Representative

GENERAL LIABILITY
COVERAGE PART
DECLARATIONS - PAGE 1

POLICY NUMBER: TGA-7-2238268

NAMED INSURED:
FARMERS UNION CENTRAL EXCHANGE, INC.
5500 CENEX DRIVE
INVER GROVE HEIGHTS, MINNESOTA 55075

LIMITS OF INSURANCE			
General Aggregate Limit (Other than Products — Completed Operations)		$	3,000,000
Products-Completed Operations Aggregate Limit		$	1,000,000
Personal & Advertising Injury Limit		$	1,000,000
Each Occurrence Limit		$	1,000,000
Fire Damage Limit	Any one fire	$	50,000
Medical Expense Limit	Any one person	$	5,000

COVERAGE FORM

☒ Commercial General Liability Coverage Form ("Occurrence" Version CG-0001)

☐ Commercial General Liability Coverage Form ("Claims-Made" Version CG-0002)

RETROACTIVE DATE ("Claims-Made" Version CG-0002 only)

Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown below

Retroactive Date. _____
(Enter Date or "None" if no Retroactive Date applies.)

FORMS/ENDORSEMENTS APPLICABLE

IL 00 21 11 85 Broad Form Nuclear Exclusion

2UG-2531	2UG-8169	CG-2012	CG-2248	CG-0168	CG-0181
2UG-3528	CG-0033	CG-2015	CG-2247	IL-0120	CG-0215
2UG-2011	CG-0300	CG-2024	2UG-971	CG-0124	CG-0218
CL-130	CG-2262	CG-2028	TCP-1450	CG-0212	CG-2832
CG-0001	CG-2019	CG-2018	CG-2404	CG-0216	2UG-1794
3UG-14	CG-2011	CG-2116	CG-9901	CG-0160	

TOTAL ADVANCE PREMIUM $ INCLUDED

Policy No. TGA-7-2238268

GENERAL LIABILITY
COVERAGE PART
DECLARATIONS - PAGE 2

Location of All Premises You Own, Rent or Occupy:	Your Interest	Portion You Occupy

GENERAL LIABILITY HAZARDS

CLASSIFICATION	CODE NO.	PREMIUM BASES	RATE		ADVANCE PREMIUMS	
			PREMS/OPS	PR/CO	PREMS/OPS	PR/CO
		A = AREA C = TOTAL COST M = ADMISSIONS P = PAYROLL S = GROSS SALES U = UNITS T =				
SEE COMPOSITE RATE ENDORSEMENT					INCLUDED	INCLUDED

*Indicates minimum premium.

QUICK REFERENCE
COMMERCIAL GENERAL LIABILITY COVERAGE PART

READ YOUR POLICY CAREFULLY

The Commercial General Liability Coverage Part in your policy consists of Declarations, a Coverage Form (either CG 00 01 or CG 00 02), Common Policy Conditions and Endorsements, if applicable. Following is a Quick Reference indexing of the principal provisions contained in each of the components making up the Coverage Part.

DECLARATIONS
- Named Insured
- Limits of Insurance
- Forms and Endorsements applying to the Coverage Part at time of issue.

COVERAGE FORM (CG 00 01 or CG 00 02)

- SECTION I — COVERAGES
  - Coverage A — Bodily Injury and Property Damage Liability
    - Insuring Agreement
    - Exclusions
  - Coverage B — Personal and Advertising Injury Liability
    - Insuring Agreement
    - Exclusions
  - Coverage C — Medical Payments
    - Insuring Agreement
    - Exclusions
  - Supplementary Payments
- SECTION II — WHO IS AN INSURED
- SECTION III — LIMITS OF INSURANCE
- SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS
  - Bankruptcy
  - Duties in the Event of Occurrence, Claim or Suit
  - Legal Action Against Us
  - Other Insurance
  - Premium Audit
  - Representations
  - Separation of Insureds
  - Transfer of Rights of Recovery Against Others to Us
  - When We Do Not Renew (applicable to CG 00 02 only)
  - Your Right to Claim and "Occurrence" Information (applicable to CG 00 02 only)
- SECTION V — EXTENDED REPORTING PERIODS (applicable to CG 00 02 only)
- SECTION VI — DEFINITIONS (SECTION V in CG 00 01)

COMMON POLICY CONDITIONS and MUTUAL POLICY CONDITIONS (2UM-3692)
- Cancellation
- Changes
- Examination of Your Books and Records
- Inspections and Surveys
- Premiums
- Transfer of Your Rights and Duties Under This Policy

ENDORSEMENTS (If Any)

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POLICY NUMBER: TGA-7-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 02 12 11 85

CANCELLATION BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

Paragraph 2. of CANCELLATION (Common Policy Conditions) is replaced by the following:

2. We may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. The number of days shown in the Schedule before the effective date of cancellation if we cancel for any other reason.

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ENDORSEMENT #2

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

COMPOSITE RATE

THE PREMIUM FOR THIS POLICY SHALL BE COMPUTED IN ACCORDANCE WITH THE EXPOSURE BASIS AND RATE DESIGNATED IN THE SCHEDULE BELOW EXCEPT THE ANNUAL ADVANCE PREMIUM STATED BELOW IS AN ESTIMATED PREMIUM ONLY. UPON TERMINATION OF EACH ANNUAL PERIOD, THE EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH THE POLICY AND THIS ENDORSEMENT. IF THE EARNED PREMIUM THUS COMPUTED EXCEEDS THE ADVANCE PREMIUM PAID, THE NAMED INSURED SHALL PAY THE EXCESS TO THE COMPANY; IF LESS, COMPANY SHALL RETURN TO THE NAMED INSURED THE UNEARNED PORTION PAID BY SUCH INSURED.

RECORDS

THE FIRST NAMED INSURED MUST KEEP RECORDS OF THE INFORMATION WE NEED FOR PREMIUM COMPUTATION AND SEND US COPIES AT SUCH TIMES AS WE MAY REQUEST.

AUDIT

WE MAY EXAMINE AND AUDIT YOUR BOOKS AND RECORDS AS THEY RELATE TO THIS POLICY AT ANY TIME DURING THE POLICY PERIOD AND UP TO THREE YEARS AFTERWARDS.

SCHEDULE

ESTIMATED EXPOSURE BASIS	RATE	PRO-RATED DEPOSIT PREMIUM	AUDIT PERIOD
850,000,000	.7985/ 1,000 SALES	$678,744.00	ANNUAL

All other terms and conditions of the policy remain unchanged.

Randall A. Hawkins
Authorized Representative

3UG-14 (2-74)

ENDORSEMENT #3

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

SUBJECT TO ALL OTHER TERMS AND CONDITIONS OF THE POLICY, IT IS UNDERSTOOD AND AGREED THAT THE POLICY STATED BELOW IS HEREBY AMENDED AS FOLLOWS:

IT IS HEREBY AGREED THAT IN CONSIDERATION OF THE PREMIUM CHARGED, THE FOLLOWING LIMITS OF LIABILITY APPLY:

BODILY INJURY	$ 500,000. EACH PERSON $1,000,000. EACH OCCURRENCE
PROPERTY DAMAGE-PHYSICAL	$1,000,000. EACH OCCURRENCE
DAMAGE TO PROPERTY	$1,000,000. AGGREGATE

FOR: OREGON - WASHINGTON RAILROAD & NAVIGATION CO., AN OREGON CORP. AND ITS LESSEE UNION PACIFIC RAILROAD CO., A UTAH CORPORATION.

TO COVER: TWO (2) UNDERTRACK UNLOADING PITS WITH CONVEYERS AT UMATILLA IN UMATILLA COUNTY OR USED UNLOADING PITS.

ALL OTHER CONDITIONS REMAIN THE SAME.

All other terms and conditions of the policy remain unchanged.

9-30-87

TGA-7-2238268

Authorized Representative

3UG-14 (2-74)

ENDORSEMENT #4

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

WE AGREE COMMON POLICY CONDITIONS SHOWN ON FORM 2UM-3692(1-87) IS CHANGED AS FOLLOWS:

PARAGRAPH A. CANCELLATION

SUB-PARAGRAPH 2

2. WE MAY CANCEL THIS POLICY BY MAILING OR DELIVERING TO THE FIRST NAMED INSURED WRITTEN NOTICE OF CANCELLATION AT LEAST:

   A. 10 DAYS BEFORE THE EFFECTIVE DATE OF CANCELLATION IF WE CANCEL FOR NON-PAYMENT OF PREMIUM; OR

   B. 90 DAYS BEFORE THE EFFECTIVE DATE OF CANCELLATION IF WE CANCEL FOR ANY OTHER REASON.

All other terms and conditions of the policy remain unchanged.

Randall L. Stowting
Authorized Representative

POLICY NUMBER: TGA-7-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 03 00 11 85

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount and Basis of Deductible	
Bodily Injury Liability	$	per claim
	$ SEE BELOW	per occurrence
Property Damage Liability	$	per claim
	$ SEE BELOW	per occurrence
Bodily Injury Liability and Property Damage Liability Combined	$	per claim
	$ SEE BELOW	per occurrence

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):—

DEDUCTIBLE SHALL BE $1,000,000 EACH OCCURRENCE, FURTHER SUBJECT TO $3,000,000 ANNUAL AGGREGATE ALL AUTOMOBILE LIABILITY AND GENERAL LIABILITY LOSSES COMBINED.

1. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages, and the limits of insurance applicable to "each occurrence" for such coverages will be reduced by the amount of such deductible. "Aggregate" limits for such coverages shall not be reduced by the application of such deductible amount.
2. The deductible amounts stated in the Schedule apply as follows:
   A. **PER CLAIM BASIS**—if the deductible is on a "per claim" basis, the deductible amount applies:
      1. Under the Bodily Injury Liability or Property Damage Liability Coverage, respectively:
         a. To all damages because of "bodily injury" sustained by one person, or
         b. To all damages because of "property damage" sustained by one person or organization,

      as the result of any one "occurrence".
      2. Under Bodily Injury Liability and Property Damage Liability Coverage combined to all damages because of "bodily injury" and "property damage" sustained by one person or organization as the result of any one "occurrence".

   B. **PER OCCURRENCE BASIS**—if the deductible is on a "per occurrence" basis, the deductible amount applies:
      1. Under the Bodily Injury Liability or Property Damage Liability Coverage, respectively:
         a. To all damages because of "bodily injury" as the result of any one "occurrence", or
         b. To all damages because of "property damage" as the result of any one "occurrence".

      regardless of the number of persons or organizations who sustain damages because of that "occurrence".
      2. Under Bodily Injury Liability and Property Damage Liability Coverage combined to all damages because of "bodily injury" and "property damage" as the result of any one

(over)

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ENDORSEMENT #5

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

AMENDATORY ENDORSEMENT - ADDITIONAL DEFINITION

IT IS AGREED THAT THE FOLLOWING DEFINITION IS ADDED:

"LOADING OR UNLOADING", WITH RESPECT TO AN AUTOMOBILE, MEANS THE HANDLING OF PROPERTY AFTER IT IS MOVED FROM THE PLACE WHERE IT IS ACCEPTED FOR MOVEMENT INTO OR ONTO AUTOMOBILE OR WHILE IT IS IN OR ON AN AUTOMOBILE OR WHILE IT IS BEING MOVED FROM AN AUTOMOBILE TO THE PLACE WHERE IT IS FINALLY DELIVERED, BUT "LOADING OR UNLOADING" DOES NOT INCLUDE THE MOVEMENT OF PROPERTY BY MEANS OF A MECHANICAL DEVICE (OTHER THAN A HAND TRUCK) NOT ATTACHED TO THE AUTOMOBILE.

All other terms and conditions of the policy remain unchanged.

Randall L. Bowling
Authorized Representative

3UG-14 (2-74)

ENDORSEMENT #6

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

ADDITIONAL INSURED - WORKING INTEREST

IT IS AGREED THAT:

THE UNQUALIFIED WORD "INSURED" SHALL WITH RESPECT TO DEVELOPMENT, MANAGEMENT AND OPERATION OF OIL AND GAS PROPERTIES ALSO INCLUDE ANY CO-OWNER, JOINT VENTURER OR MINING PARTNER WHO IS REPRESENTED BY THE INSURED AS AGENT, OR HAS OBTAINED THROUGH THE NAMED INSURED OR SHARES WITH THE NAMED INSURED, A FINANCIAL INTEREST IN SUCH PROPERTIES AND PARTICIPATES IN THE COST OF DEVELOPMENT AND OPERATIONS OF SUCH PROPERTIES.

All other terms and conditions of the policy remain unchanged.

Randall L. Hawking
Authorized Representative

POLICY NUMBER: TGA-7-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 11 11 85

ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You): ANY PREMISES LEASED
2. Name of Person or Organization (Additional Insured): AS SHOWN ON CERTIFICATE OF INSURANCE
3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

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POLICY NUMBER: TGA-7-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 12 11 85

ADDITIONAL INSURED—STATE OR POLITICAL SUBDIVISIONS—PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State or Political Subdivision:

ANY STATE OR POLITICAL SUBDIVISION

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
   a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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POLICY NUMBER: TGA-7-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 15 11 85

ADDITIONAL INSURED—VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Vendor): ALL VENDORS OF NAMED INSUREDS PRODUCTS

Your Products: VARIOUS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "vendor") shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional provisions:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   g. Products which, after distribution or sale by you, 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. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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POLICY NUMBER: TGA-7-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 24 11 85

ADDITIONAL INSUREDS—OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation of Premises (Part Leased to You):	SW 1/4 OF SECTION 19-37S-6W, WILLAMETTE MERIDIAN, JOSEPHINE COUNTY, OREGON
Name of Person or Organization:	IDEAL BASIC INDUSTRIES

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land;
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

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POLICY NUMBER: TGA-7-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 28 11 85

ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

AS IDENTIFIED AND INCLUDED ON CERTIFICATES OF INSURANCE ON FILE WITH THE COMPANY LIMITED TO THE INTEREST AS SHOWN ON THE CERTIFICATE OF INSURANCE.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

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POLICY NUMBER: TGA-7-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 18 11 85

ADDITIONAL INSURED—MORTGAGEE, ASSIGNEE, OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

AS IDENTIFIED AND INCLUDED ON CERTIFICATE OF INSURANCE ON FILE WITH COMPANY LIMITED TO THE INTEREST AS SHOWN ON THE CERTIFICATE OF INSURANCE.

Designation of Premises:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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POLICY NUMBER: TGA-7-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 21 16 11 85

EXCLUSION—DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Professional Services:

1. ACCOUNTANT

2.

3.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any professional services shown in the Schedule, this insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" due to the rendering or failure to render any professional service.

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ENDORSEMENT #7

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

FELLOW EMPLOYEE COVERAGE

WHO IS AN INSURED PARAGRAPH 2A. IS AMENDED AS FOLLOWS:

2. EACH OF THE FOLLOWING IS ALSO AN INSURED:

   A. YOUR EMPLOYEES, OTHER THAN YOUR EXECUTIVE OFFICERS, BUT ONLY FOR ACTS WITHIN THE SCOPE OF THEIR EMPLOYMENT BY YOU. HOWEVER, NONE OF THESE EMPLOYEES IS AN INSURED FOR:

      1) "BODILY INJURY" OR "PERSONAL INJURY" TO YOU OR TO A CO-EMPLOYEE WHILE IN THE COURSE OF HIS OR HER EMPLOYMENT UNLESS CAUSED BY A DIRECTOR, OFFICER, MANAGER, DEPARTMENT HEAD, OR SUPERVISOR, WHILE IN THE SCOPE OF HIS OR HER EMPLOYMENT; OR

      2) "BODILY INJURY" OR "PERSONAL INJURY" ARISING OUT OF HIS OR HER PROVIDING OR FAILING TO PROVIDE PROFESSIONAL HEALTH CARE SERVICES; OR

      3) "PROPERTY DAMAGE" TO PROPERTY OWNED OR OCCUPIED BY OR RENTED OR LOANED TO THAT EMPLOYEE, ANY OF YOUR OTHER EMPLOYEES, OR ANY OF YOUR PARTNERS OR MEMBERS (IF YOU ARE A PARTNERSHIP OR JOINT VENTURE).

All other terms and conditions of the policy remain unchanged.

Authorized Representative

ENDORSEMENT #8

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

PUMPING OPERATIONS

WE AGREE TO WAIVE OUR RIGHT TO ASSERT THE EXCLUSION UNDER GENERAL LIABILITY INSURANCE COVERAGE FORM CG-0001 SUBSECTION OF SECTION 2 EXCLUSIONS WHICH STATES "THIS INSURANCE DOES NOT APPLY TO PROPERTY DAMAGE TO 3) PERSONAL PROPERTY IN YOUR CARE, CUSTODY OR CONTROL:

THE WAIVER APPLIES TO SITUATIONS IN WHICH YOU ARE PUMPING LP GAS OR SIMILAR FLUIDS, FROM OVERTURNED RAILROAD CARS, TANK TRUCKS OR TRAILER TANKS AS AN ACCOMMODATION TO THE OWNER OF SAID UNIT.

WE FURTHER AGREE THAT BEFORE YOU BEGIN THIS ACTIVITY, YOU WILL OBTAIN A RELEASE OF LIABILITY OR HOLD-HARMLESS AGREEMENT FROM THE OWNER OF SAID TANK OF CONTAINER.

ALL OTHER CONDITIONS REMAIN THE SAME.

All other terms and conditions of the policy remain unchanged.

Randall L. Hawking
Authorized Representative

ENDORSEMENT #9

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

IT IS AGREED THAT THIS POLICY COVERS THE LIABILITY ASSUMED BY THE INSURED UNDER TRACT LEASE NO. 19789-D DATED APRIL 20, 1984, ISSUED BY THE SOO LINE RAILROAD COMPANY FOR TRACK IN THE NW 1/4, SECTION 31, TOWNSHIP 150 NORTH, RANGE 72 WEST, IN WELLS COUNTY, NORTH DAKOTA.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

3UG-14 (2-74)

ENDORSEMENT #10

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

REVISED NOTICE OF OCCURRENCE ENDORSEMENT

IT IS AGREED THAT THE CONDITIONS OF THE GENERAL PROVISIONS IS AMENDED TO READ:

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 THEREIN, AND THE NAMES AND ADDRESSES OF THE INJURED, SHALL BE GIVEN BY OR FOR THE INSURED TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS AS SOON AS PRACTICABLE AFTER THE OFFICE OF SUPERVISOR, CORPORATE RISK MANAGEMENT HAS BEEN NOTIFIED OF SUCH ACCIDENT. THE NAMED INSURED SHALL PROMPTLY TAKE AT ITS EXPENSE ALL REASONABLE STEPS TO PREVENT OTHER BODILY INJURY OR PROPERTY DAMAGE FROM ARISING OUT OF THE SAME OR SIMILAR CONDITIONS, BUT SUCH EXPENSE SHALL NOT BE RECOVERABLE UNDER THIS POLICY.

All other terms and conditions of the policy remain unchanged.

Randall L. Stowting
Authorized Representative

ENDORSEMENT #11

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

"IN REM"

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY, COVERAGE SHALL NOT BE DENIED SOLELY ON THE GROUNDS THAT THE CLAIM OR SUIT AGAINST THE INSURED IS BASED ON AN "IN REM" PROCEEDING.

All other terms and conditions of the policy remain unchanged.

Randall L. Stowting
Authorized Representative

3UG-14 (2-74)

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

ADDITIONAL INSURED
(LICENSOR)

IN CONSIDERATION OF THE PREMIUM CHARGED FOR THE POLICY OR POLICIES TO WHICH THIS ENDORSEMENT IS ATTACHED, IT IS UNDERSTOOD AND AGREED THAT THE OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, AND OREGON CORPORATION, AND ITS LESSEE, UNION PACIFIC RAILROAD COMPANY, A UTAH CORPORATION, (HEREINAFTER COLLECTIVELY CALLED "LICENSOR"), ARE ADDITIONAL INSUREDS, BUT ONLY AS RESPECTS ANY AND ALL LIABILITY, DAMAGES, RECOVERIES, JUDGMENTS, COST, EXPENSES, CHARGES AND DEMANDS, ON ACCOUNT OF INJURIES TO OR DEATH OF PERSONS WHOMSOEVER (INCLUDING WITHOUT LIMITATION THE LICENSOR'S AGENT, SERVANTS AND EMPLOYEES) OR LOSS OR DESTRUCTION OF OR DAMAGE TO PROPERTY WHATSOEVER (INCLUDING WITHOUT LIMITATION PROPERTY OWNED, LEASED, OCCUPIED OR USED BY OR IN THE CARE, CUSTODY AND CONTROL OF THE LICENSOR OR ANY EMPLOYEE OF THE LICENSOR) RESULTING FROM THE MAINTENANCE OR USE OF AN UNLOADING PIT UPON THE LICENSOR'S RIGHT-OF-WAY AND UNDER ITS TRACKS AT OR NEAR MADRAS, JEFFERSON COUNTY, OREGON, AS MORE PARTICULARLY DESCRIBED IN AGREEMENT DATED JUNE 18, 1965, AS EXTENDED, ASSIGNED AND AMENDED, BY AND BETWEEN THE LICENSOR AND THE INSURED, OR RESULTING FROM THE USE THEREOF BY THE INSURED, THE INSURED'S AGENTS, SERVANTS, EMPLOYEES, PATRONS OR CUSTOMERS, CONTRACTORS, SUBCONTRACTORS, OR BY ANY OTHER PERSON OR PERSONS OTHER THAN AGENTS, SERVANTS OR EMPLOYEES OF THE LICENSOR, WHETHER CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OF THE LICENSOR, THE LICENSOR'S AGENTS, SERVANTS AND EMPLOYEES, OR OTHERWISE. THE INSURANCE COMPANY AGREES TO APPEAR AND DEFEND, IN THE NAME OF THE LICENSOR, ANY SUIT OR ACTION AT LAW BROUGHT AGAINST THE LICENSOR ON ACCOUNT OF ANY SUCH PERSON INJURIES OR DEATH, OR LOSS OF, DESTRUCTION OF, OR DAMAGE TO PROPERTY, AND TO PAY AND SATISFY ANY FINAL JUDGMENT THAT MAY BE RENDERED AGAINST THE LICENSOR IN ANY SUCH SUIT OR ACTION AT LAW.

ANY AND ALL EXCLUSIONS AND PROVISIONS OF THE POLICY OR POLICIES TO WHICH THIS ENDORSEMENT IS ATTACHED WHICH ARE INCONSISTENT WITH THE COVERAGE SPECIFIED IN THIS ENDORSEMENT SHALL BE AND ARE HEREBY SUPERSEDED.

All other terms and conditions of the policy remain unchanged.

Randall A. Stowting
Authorized Representative

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

ADDITIONAL INSURED (LICENSOR) CONTINUED

THE COVERAGE UNDER THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED IS PRIMARY AND EXCLUSIVE OF ANY CARRIED BY THE LICENSOR, AND SHALL BE EXHAUSTED FIRST, NOTWITHSTANDING THE FACT THAT THE LICENSOR MAY HAVE OTHER VALID AND COLLECTIBLE INSURANCE COVERING THE SAME RISK.

THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL NOT BE CANCELLED, ALTERED, TERMINATED OR AMENDED BY THE INSURANCE COMPANY OR ITS AGENT OR AGENTS UNLESS THE LICENSOR IS GIVEN AT LEAST THIRTY (30) DAYS WRITTEN NOTICE OF INTENT TO CANCEL OR TERMINATE SUCH POLICY.

All other terms and conditions of the policy remain unchanged.

Randall L. Hawkins
Authorized Representative

ENDORSEMENT #14

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

NON-OWNED WATERCRAFT

WE AGREE EXCLUSION G. (2) ON PAGE 2 OF FORM CG-0001(11-85) IS CHANGED AS FOLLOWS:

2). A WATERCRAFT YOU DO NOT OWN THAT IS:

A. LESS THAN 50 FEET LONG THAT IS:

B. NOT BEING USED TO CARRY PERSONS OR PROPERTY FOR A CHARGE.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

3UG-14 (2-74)

ENDORSEMENT #15

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

IT IS AGREED THAT THIS POLICY COVERS THE LIABILITY ASSUMED BY THE INSURED UNDER LEASE NO. 26030 DATED OCTOBER 16, 1986 ISSUED BY THE SOO LINE RAILROAD COMPANY FOR TRACK IN THE SE 1/4, NE 1/4 OF SECTION 17, TOWNSHIP 23 NORTH RANGE 17 IN BLACK CREEK, OUTAGAMIE COUNTY, WISCONSIN.

All other terms and conditions of the policy remain unchanged.

Randall J. Stowting
Authorized Representative

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

ENDORSEMENT SCHEDULE

2UG-2011	QUICK REFERENCE - COMMERCIAL GENERAL LIABILITY COVERAGE PART
CL-130	COMMERCIAL GENERAL LIABILITY INSURANCE - SIMPLIFIED
3UG-14	COMPOSITE RATE ENDORSEMENT
3UG-14	LIMITS PROVISION (UMATILLA) ENDORSEMENT
3UG-14	CANCELLATION NOTICE CHANGE
2UG-8169	EMPLOYEE BENEFITS LIABILITY
CG-0001	COMMERCIAL GENERAL LIABILITY COVERAGE FORM (OCCURRENCE)
CG-0300	DEDUCTIBLE LIABILITY INSURANCE
3UG-14	AMENDATORY ENDORSEMENT - ADDITIONAL DEFINITION
CG-2262	UNDERGROUND RESOURCES & EQUIPMENT COVERAGE
3UG-14	ADDITIONAL INSURED - WORKING INTEREST
CG-2011	ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
CG-0033	LIQUOR LIABILITY
CG-2012	ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS
CG-2015	ADDITIONAL INSURED - VENDORS
CG-2024	ADDITIONAL INSURED - OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED
CG-2028	ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT
3UG-14	FELLOW EMPLOYEE COVERAGE
CG-2018	ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE OR RECEIVER
CG-2116	EXCLUSION - INSURANCE OR RELATED OPERATIONS
CG-2247	EXCLUSION - SALINE SUBSTANCES CONTAMINATION
CG-2248	EXCLUSION OF INSURANCE OR RELATED OPERATIONS
3UG-14	PUMPING OPERATIONS
3UG-14	ASSUMED LIABILITY (SOO LINE RAILROAD TRACK) ENDORSEMENT
2UG-971	PUNITIVE DAMAGES EXCLUSION ENDORSEMENT
TCP-1450	POLLUTION LIABILITY - ANHYDROUS AMMONIA
CG-2404	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS
3UG-14	REVISED NOTICE OF OCCURRENCE ENDORSEMENT
3UG-14	"IN REM" ENDORSEMENT
3UG-14	CONTRACTUAL LIABILITY CHANGE ENDORSEMENT

All other terms and conditions of the policy remain unchanged.

Authorized Representative

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

ENDORSEMENT SCHEDULE

CG-9901	MOTOR VEHICLE LAWS
CG-0168	MICHIGAN CHANGES - PREJUDGMENT INTEREST
IL-0120	MINNESOTA CHANGES - EXAMINATION OF YOUR BOOKS & RECORDS
CG-0124	WISCONSIN CHANGES - AMENDMENT OF POLICY CONDITIONS
CG-0212	CANCELLATION BY US - MICHIGAN
CG-0216	SOUTH DAKOTA CHANGES - CANCELLATIONS
CG-0160	WYOMING CHANGES
CG-0181	WASHINGTON EL CHANGES
CG-0215	WASHINGTON CHANGES
CG-0216	SOUTH DAKOTA CHANGES
CG-0218	MINNESOTA CHANGES
CG-2832	COLORADO CHANGES
3UG-14	ADDITIONAL INSURED - LICENSOR
3UG-14	NON-OWNED WATERCRAFT
3UG-14	SOO LINE RAILROAD ENDORSEMENT
2UG-1794	CERTIFICATE OF INSURANCE

All other terms and conditions of the policy remain unchanged.

Randall L. Stowting
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 02 18 05 86

MINNESOTA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following is added to the CANCELLATION Common Policy Condition:

7. Cancellation of Policies In Effect For 90 Days Or More

If this policy has been in effect for 90 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. nonpayment of premium;

b. misrepresentation or fraud made by or with the knowledge of the insured in obtaining the policy or in pursuing a claim under the policy;

c. actions by the insured that have substantially increased or substantially changed the risk insured;

d. refusal of the insured to eliminate known conditions that increase the potential for loss after notification by the insurer that the condition must be removed;

e. substantial change in the risk assumed, except to the extent that the insurer should reasonably have foreseen the change or contemplated the risk in writing the contract;

f. loss of reinsurance by the insurer which provided coverage to the insurer for a significant amount of the underlying risk insured. Cancellation notice pursuant to this ground shall contain the information which advises that the first Named Insured has the right to appeal the cancellation to the commissioner of commerce within ten days from the date of receipt of the notice;

g. a determination by the commissioner that the continuation of the policy could place the insurer in violation of the Minnesota insurance laws;

h. nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance; provided, however, that this provision for cancellation for failure to pay dues shall not be applicable to persons who are retired at 62 years of age or older or who are disabled according to social security standards;

If we cancel this policy based on the above provision, we will mail or deliver a written notice to the first Named Insured 30 days before the effective date of cancellation except for nonpayment of premium. The notice shall contain a statement of reasons for such cancellation.

If we cancel this policy for nonpayment of premium, we will mail or deliver a written notice to the first Named Insured 10 days before the effective date of cancellation. The notice shall contain the information regarding the amount of premium due and the due date. Cancellation for nonpayment of premium shall not be effective if payment of the amount due is made prior to the effective date of such cancellation.

B. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.

The following WHEN WE DO NOT RENEW Condition is added:

If we elect not to renew this policy, we shall mail or deliver a written notice to the first Named Insured shown in the Declarations 30 days before the expiration date of this policy except if you have insured elsewhere, or accepted replacement coverage, or requested or agreed not to renew this policy.

C. The EXAMINATION OF YOUR BOOKS AND RECORDS Common Policy Condition is replaced by the following:

We may examine and audit your books and records as they related to this policy at any time during the policy period and up to one year afterward.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 01 20 11 85

MINNESOTA CHANGES—EXAMINATION OF YOUR BOOKS AND RECORDS

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The EXAMINATION OF YOUR BOOKS AND RECORDS Common Policy Condition is replaced by the following:

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to one year afterward.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 01 24 02 86

WISCONSIN CHANGES—AMENDMENT OF POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. The following is added to CANCELLATION (Common Policy Conditions):

   If this Coverage Part has been in effect for 60 days or is a renewal, we will not cancel this Coverage Part except for nonpayment of premium. This agreement will apply to each successive policy period for which we consent to renew or continue this Coverage Part. We are not obligated to renew or continue this Coverage Part beyond the expiration date of any annual period beginning with its original effective date, provided that, if this Coverage Part is written:

   a. Without a fixed expiration date; or

   b. For a policy period longer than one year

   we may terminate this Coverage Part effective on the expiration of any such annual period by mailing to the first Named Insured at the address shown in this Coverage Part, written notice of such termination not less than 30 days prior to the expiration of such annual period. If notice is mailed, proof of mailing will be sufficient proof of notice.

   Even if we have not complied with the above provisions, this Coverage Part will end on the effective date of any other insurance policy issued as a replacement for any insurance afforded by this Coverage Part, with respect to any such insurance to which both such policies apply.

2. The following is added to CHANGES (Common Policy Conditions):

   If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

   a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or

   b. The agent later learns of this fact in the course of his dealings as an agent with you.

   Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

3. If a "suit" is brought in Wisconsin, Condition 3. LEGAL ACTION AGAINST US (Section IV) is replaced by the following:

   3. LEGAL ACTION AGAINST US

   A person or organization may sue us directly to recover damages allegedly caused by you or join us as a defendant in a suit brought against you for damages. But we will not be liable for damages that are in excess of the Limit of Insurance.

4. The following is added to Condition 6. REPRESENTATIONS (Section IV):

   No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Part affects our obligation under this Coverage Part unless:

   a. We rely on it and it is either material or made with intent to deceive; or

   b. The facts misrepresented or falsely warranted contribute to the loss.

   No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach:

   a. Exists at the time of the loss; and

   b. Either increases the risk at the time of the loss or contributes to the loss.

   The provisions of this condition do not apply to nonpayment of premium.

5. Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV) is replaced by the following:

   In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the

(over)

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insured has been fully compensated for damages.

6. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.

   The following Condition is added:

   WHEN WE DO NOT RENEW

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. Even if we do not comply with these terms, this Coverage Part will terminate:

   1. On the expiration date, if:
      a. The first Named Insured has notified us that he does not want to renew this Coverage Part; or
      b. We mail notice of renewal premium due to the first Named Insured, not more than 45 days or less than 10 days before expiration date which states that the Coverage Part will end if the first Named Insured has not paid the renewal premium before such expiration date.
   2. On the effective date of any other insurance policy issued as replacement for any insurance afforded by this Coverage Part, with respect to insurance to which both policies apply.

   If notice is mailed proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. The first sentence in **1.a** of the **Insuring Agreement** under **Coverage A** (Section I) is replaced by the following:

   1. Insuring Agreement.

   a. We will pay those sums that the insured becomes legally obligated to pay as damages, *excluding punitive or exemplary damages*, because of "bodily injury" or "property damage" to which this insurance applies.

2. The last full sentence in the first paragraph in **1.a** of the **Insuring Agreement** is replaced by the following:

   We will have the right and duty to defend any "suit" seeking those damages provided, however, we have no duty to defend any "suit" seeking *punitive or exemplary damages.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 19 11 85

ADDITIONAL INSURED—OIL OR GAS OPERATIONS—NONOPERATING, WORKING INTERESTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include as an insured:

1. You with respect to any nonoperating working interest in any oil or gas lease with any co-owners, joint ventures, or mining partners, but only with respect to liability arising out of such interest;
2. Any of your co-owners, joint venturers, or mining partners having a nonoperating working interest with you in any oil or gas lease, but only with respect to their liability arising out of such interest;
3. You and any owners or co-owners of oil or gas leases but only with respect to your or their liability for operations you conduct as operating agent under written contract with the owner or co-owner.

To the extent insurance would be afforded under this endorsement, the limitation under WHO IS AN INSURED (Section II) with respect to any partnership or joint venture not shown as a Named Insured in the Declarations does not apply.

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Mutual Service Casualty Insurance Company
Mailing Address: P.O. Box 64035/St. Paul, MN 55164
Home Office: Two Pine Tree Drive/Arden Hills, MN 55112

Certificate of Insurance

Policy Number	Effective Date	Expiration Date
TGA-7-2238256	9-30-87	9-30-88

This is to certify that Mutual Service Casualty Insurance Company has issued to the Insured named herein the policies listed and such policies apply with respect to the hazards and for the coverages and limits of liability indicated by specific entry herein, subject to all of the terms, conditions and exclusions in such policies. This certificate of insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by these policies. (Specific entry is indicated by ☒.)

Name and address for whom Certificate of Insurance is issued:
SOO LINE BUILDING
BOX 530
MINNEAPOLIS, MINNESOTA 55440

Name of Insured and address
FARMERS UNION CENTRAL EXCHANGE, INC.
5500 CENEX DRIVE
INVER GROVE HEIGHTS, MINNESOTA 55075

☐ This certificate holder is also a lienholder

See attached Form No. _____

TYPE OF POLICY OR COVERAGE

☒ General Liability	☐ Automobile	☐
		☐
☒ Occurrence	☐ Described Vehicles Only (See Below)	☐
☐ Claims Made	☐ All Owned Vehicles	☐ Umbrella Policy
	☐ Non-Owned Vehicles	☐ *Contractors Equipment Coverage*
☐	☐ Comprehensive	☐ Garage
	☐ Specified Perils	☐ Dealer
☐ Owner's & Contractors Protective	☐ Hired Autos	☐ Non Dealer
		☐ Dealers Physical Damage
☐	☐ $ Deductible Collision	☐ _____ Ded. Collision
☐		☐ Comprehensive
		☐ Specified Perils
		☐

FARMOWNERS POLICY

$	Each Occurrence (Farm and Personal Liability)
$	Each Person (Medical Payments to Others)
$ 25,000	Each Accident (Medical Payments to Others)

LIMITS OF LIABILITY

General Liability

$ 3,000,000	General Aggregate Limit
$ 1,000,000	Products Comp/Ops Aggregate Limit
$ 1,000,000	Personal & Advertising Injury Limit
$ 1,000,000	Each Occurrence Limit
$ 50,000	Fire Damage Limit (Any one fire)
$ 5,000	Medical Expense Limit (Any one person)

Split Limits ☐ AUTOMOBILE ☐ GARAGE

$	Each Person	$	Each Accident
$	Each Accident		
	(Bodily Injury)		(Property Damage)

Combined Single Limit

$	Each Accident — AUTOMOBILE
$	Each Accident — AUTO GARAGE
$	General Aggreg.—UMBRELLA
$	Prods./Co.Op. Aggregate
$	Each Incident

Building or Location	Limit
	$
	$
	$
	$
	$
	$

Description of operations/locations/vehicles/restrictions/additional insureds/special items

REGARDING LEASE #26030

POLLUTION LIABILITY COVERAGE IS NOT PROVIDED BY THIS POLICY.

Mutual Service Casualty Insurance Company agrees to give 10/ _____ days written notice to the holder of this Certificate of Insurance in the event of cancellation of any policy or coverage listed above.

Randall A. Stowting
Authorized Representative

2UG-1794 (1-87)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 22 48 11 85

EXCLUSION—INSURANCE AND RELATED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage", "advertising injury", or "personal injury" for which the insured may be held liable because of:

1. With respect to any contract or treaty of insurance, reinsurance, suretyship, annuity endowment or employee benefit plan, including applications, receipts or binders:
   a. Any obligation assumed by any insured; or
   b. The failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise;
2. Membership in or contribution to any plan, pool, association, insolvency or guarantee fund or any similar fund, organization or association, whether voluntary or involuntary;
3. The rendering or failure to render professional services in:
   a. Advising, inspecting, reporting or making recommendations in the insured's capacity as an insurance company, consultant, broker, agent or representative thereof;
   b. Effecting insurance, reinsurance or suretyship coverages;
   c. Investigating, defending or settling any claim under any contract of insurance, self-insurance, reinsurance or suretyship;
   d. Auditing of accounts or records of others;
   e. Conducting an investment, loan or real estate department or operation;
   f. Acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds or other similar activities; or
   g. Performing any claim, investigative, adjustment, engineering or inspection service for a fee.

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EXCLUSION—SALINE SUBSTANCES CONTAMINATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Oil or Gas Lease Operators—natural gas
Oil or Gas Lease Operators—natural gas—within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay.

With respect to operations performed by you or on your behalf and shown in the Schedule:

1. This insurance does not apply to "property damage" included within the "saline substance contamination hazard".
2. "Saline substance contamination hazard" includes "property damage" to any of the following wherever located:
   - **(a)** Oil, gas, water or other mineral substance, if the "property damage" is caused directly or indirectly by a saline substance;
   - **(b)** Any other property, if the "property damage" results from the "property damage" described in (a) above.

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POLICY NUMBER: TGA-7-2238268

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UNDERGROUND RESOURCES AND EQUIPMENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Underground Resources and Equipment Hazard Property Damage $1,000,000 Aggregate Limit

Description of Operations:

Gasoline Recovery—From casing head or natural gas
Oil or Gas Lease operations—natural gas
Oil or Gas Lease Operations—natural gas—within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay
Oil or Gas Wells—cleaning or swabbing by contractors
Oil or Gas Wells—cleaning or swabbing by contractors—within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay.
Oil or Gas Wells—drilling or redrilling, installation or recovery of casing
Oil or Gas Wells—drilling or redrilling, installation or recovery of casing—within the limits of any town or city, on the right-of-way of any railroad
Oil or Gas Wells—servicing—by contractors
Oil or Gas Wells—shooting

The following provisions are added with respect to "property damage" included within the "underground resources and equipment hazard" arising out of the operations performed by you or on your behalf and described in this endorsement:

1. With respect to "property damage" included within the "underground resources and equipment hazard" the following is added to LIMITS OF INSURANCE (Section III):

   8. Subject to 5. above, the Underground Resources and Equipment Property Damage Aggregate Limit shown in the Schedule or in the Declarations as subject to this endorsement is the most we will pay under Coverage A for the sum of damages because of all "property damage" included within the "underground resources and equipment hazard" and arising out of operations in connection with any one well.

2. The following exclusions are added to COVERAGE A (Section I): This insurance does not apply to:

   1. Any costs or expense incurred by you or at your request or by or at the request of any "co-owner of the working interest" in connection with controlling or bringing under control any oil, gas or water well;

   2. Damages claimed by any "co-owner of the working interest".

3. The following additional definitions apply:

   "Underground resources and equipment hazard" includes "property damage" to any of the following:

   1. Oil, gas, water or other mineral substances which have not been reduced to physical possession above the surface of the earth or above the surface of any body of water;

   2. Any well, hole, formation, strata or area in or through which exploration for or production of any substance is carried on;

   3. Any casing, pipe, bit, tool, pump or other drilling or well servicing machinery or equipment located beneath the surface of the earth in any such well or hole or beneath the surface of any body of water.

   "Co-owner of the working interest" means any person or organization who is, with you, a co-owner, joint venturer or mining partner in mineral properties who:

   1. Participates in the operating expense of such properties; or

   2. Has the right to participate in the control, development or operation of such properties.

4. Upon the "occurrence" of a blow-out or cratering of any oil, gas or water well resulting from or in connection with operations performed by you or on your

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behalf, you agree that you will at your own cost and expense, promptly and diligently take whatever steps are necessary or legally required of you or necessary for you or any other person to bring such well under control.

If you delay or fail to comply with this agreement, we will not be liable for any "property damage" included within the "underground resources or equipment hazard" resulting from the blow-out or cratering of any such well.

POLICY NUMBER: TGA-7-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION DESIGNATED IN WRITTEN CONTRACTS WITH THE INSURED.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

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SOUTH DAKOTA CHANGES—CANCELLATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. Paragraph 2. of CANCELLATION Common Policy Condition is replaced by the following:

   2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   a. 20 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. 30 days before the effective date of cancellation if we cancel for any other reason.

   After 60 days from the effective date of policy issuance a notice of cancellation may not be issued unless it is based upon at least one of the following reasons as stated in South Dakota law:

   (1) Nonpayment of premium;

   (2) Discovery of fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

   (3) Discovery of willful or reckless acts or omissions on the part of the Named Insured which increase any hazard insured against;

   (4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;

   (5) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

   (6) A determination by the director of insurance that the continuation of the policy would place the insurer in violation of the insurance laws of this state.

2. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.

   The following Condition is added:

   WHEN WE DO NOT RENEW

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal not less than 30 days before:

   1. The expiration date; or
   2. The anniversary date if it is a continuous policy.

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WASHINGTON CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETE OPERATIONS LIABILITY COVERAGE PART

1. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.

   The following Condition is added:

   WHEN WE DO NOT RENEW

   We may elect not to renew this coverage part by mailing or delivering written notice of nonrenewal to the first Named Insured's, or the first Named Insured's representative in charge of the subject of the insurance, last mailing address known to us, provided that we give at least 45 days written notice of nonrenewal, including the actual reason for nonrenewal.

   Otherwise, we will renew this coverage part unless:

   a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's representative in charge of the subject of the insurance, at least 20 days before the expiration date.

   b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy.

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WASHINGTON STATE—AMENDMENT OF EMPLOYERS LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

Exclusion e. of COVERAGE A (Section I) applies only to "bodily injury" to any employee of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to employees of the insured whose employment is subject to the Industrial Insurance Act of Washington, exclusion e. is replaced with the following:

This insurance does not apply to "bodily injury" to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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MICHIGAN CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. CANCELLATION (Common Policy Conditions) is amended as follows:
   a. Paragraph 1. is replaced by the following:

      The first Named Insured shown in the Declarations may cancel this policy by surrendering the policy to us or our authorized agent or by mailing or delivering to us or our authorized agent advance written notice of cancellation.

   b. Paragraph 3. is replaced by the following:

      We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.

   c. Paragraph 4. is replaced by the following:

      The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period.
2. The paragraph relating to pre-judgment interest in SUPPLEMENTARY PAYMENTS (Section I) is replaced by the following:

   Pre-judgment interest awarded against the insured on that part of the judgment we pay.
3. With respect to the DUTIES Condition (Section IV), notice to our authorized agent shall be considered notice to us.
4. The following is added to CONDITIONS (Section IV):

   When We Do Not Renew

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

   If notice is mailed, proof of mailing shall be sufficient proof of notice.

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WYOMING CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

1. The following is added to paragraph 1.a.(3) of COVERAGE (Section I):
   The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.
2. The following is added as the final full paragraph of 1. Insuring Agreement of COVERAGE (Section I):
   Damages include prejudgement interest awarded against the insured.
3. References to prejudgement interest in the Supplementary Payments section of COVERAGE (Section I) are deleted.

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSMENT (Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:

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

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

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

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

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

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

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

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

2. As used in this endorsement:

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

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

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

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"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

(a) Any "nuclear reactor;"

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

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LIQUOR LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

SECTION I - LIQUOR LIABILITY COVERAGE

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. This insurance applies only to "injury" which occurs during the policy period in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages. But:

(1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE;

(2) We may investigate and settle any claim or "suit" at our discretion; and

(3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

2. Exclusions.

This insurance does not apply to:

a. "Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

c. "Bodily injury" to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the "injury."

d. To "injury" arising out of any alcoholic beverage sold, served or furnished while any required license is suspended or after such license expires, is cancelled or revoked.

e. "Injury" arising out of "your product." This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

f. Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.

2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $100 a day because of time off from work.

4. All costs taxed against the insured in the "suit."

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5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
   a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, none of these employees is an insured for:
      (1) "Bodily injury" to you or to a co-employee while in the course of his or her employment;
      (2) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
   b. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
   b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits."
2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

   The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - LIQUOR LIABILITY CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

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2. Duties In The Event Of Injury, Claim Or Suit.

a. You must see to it that we are notified promptly when "injury" occurs which may result in a claim. Notice should include:

(1) How, when and where the "injury" or damage took place; and

(2) The names and addresses of any injured persons and witnesses.

b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit."

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit;"

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit;" and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit.

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

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8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V - DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, provided the "injury" or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
   c. All parts of the world if:
      (1) The "injury" or damage arises out of:
         (a) Goods or products sold by you in the territory described in a. above; or
         (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
      (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
3. "Injury" means all damages, including damages because of "bodily injury" and "property damage," and including damages for care, loss of services or loss of support.
4. "Property damage" means:
   a. Physical injury to tangible property, including all resulting loss of use of that property; or
   b. Loss of use of tangible property that is not physically injured.
5. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR VEHICLE LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The following are added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

1. When this Coverage Part is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the coverage part for Bodily Injury Liability or Property Damage Liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
2. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverages required by any motor vehicle insurance law. We will provide the required limits for those coverages.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY COVERAGE — ANHYDROUS AMMONIA (BODILY INJURY LIABILITY ONLY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

EXCLUSION 2.f. (Coverage A) does not apply to "bodily injury" arising from the sudden and accidental discharge, disposal, release or escape of anhydrous ammonia.

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ENDORSEMENT #11

Effective 9-30-87 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-7-2238268 , issued by the Mutual Service Casualty Insurance Company:

"IN REM"

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY, COVERAGE SHALL NOT BE DENIED SOLELY ON THE GROUNDS THAT THE CLAIM OR SUIT AGAINST THE INSURED IS BASED ON AN "IN REM" PROCEEDING.

All other terms and conditions of the policy remain unchanged.

Randall L. Stanley
Authorized Representative

3UG-14 (2-74)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 22 47 11 85

EXCLUSION—SALINE SUBSTANCES CONTAMINATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Oil or Gas Lease Operators—natural gas
Oil or Gas Lease Operators—natural gas—within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay.

With respect to operations performed by you or on your behalf and shown in the Schedule:

1. This insurance does not apply to "property damage" included within the "saline substance contamination hazard".
2. "Saline substance contamination hazard" includes "property damage" to any of the following wherever located:
   - **(a)** Oil, gas, water or other mineral substance, if the "property damage" is caused directly or indirectly by a saline substance;
   - **(b)** Any other property, if the "property damage" results from the "property damage" described in (a) above.

AUTHENTIC

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NO. E 21-87133-25-01
21-099

National Farmers Union Property and Casualty Company

DENVER, COLORADO 80251

A CAPITAL STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

DECLARATIONS

Item 1. **Named Insured** and Address: (No., Street, Town or City, County, State)

Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

Item 2. Policy Period: (Mo. Day Yr.)

From September 30, 1983 to September 30, 1984
12:01 A.M., standard time at the address of the **named insured** as stated herein.

The **named insured** is:

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Other: Cooperative

Business of the **named insured** is: (ENTER BELOW)
Regional Farm Supply Cooperative

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

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 Part(s)	Coverage Part No(s).	Advance Premiums	Coverage Part(s)	Coverage Part No(s).	Advance Premiums
Automobile Medical Payments Insurance	CA 9903	$ Included	Hospital Professional Liability Insurance		$
Automobile Physical Damage Insurance (Dealers)		$	Manufacturers' and Contractors' Liability Insurance		$
Automobile Physical Damage Insurance (Fleet Automatic)		$	Owner's and Contractor's Protective Liability Insurance		$
Automobile Physical Damage Insurance (Non-Fleet)		$	Owners', Landlords' and Tenants' Liability Insurance		$
Basic Automobile Liability Insurance		$	Personal Injury Liability Insurance		$
Completed Operations and Products Liability Insurance		$	Physicians', Surgeons' and Dentists' Professional Liability Insurance		$
Comprehensive Automobile Liability Insurance	CP 0010	$ Included	Premises Medical Payments Insurance		$
Comprehensive General Liability Insurance	L 6395a	$ 375,000	Special Protective and Highway Liability Insurance New York Department of Transportation		$
Comprehensive Personal Insurance		$	Storekeeper's Insurance		$
Contractual Liability Insurance		$	Uninsured Motorists Insurance	See Spec. End. I	$ Included
Druggists' Liability Insurance		$	Personal Injury Protection	See Spec. End. J	$ Included
Elevator Collision Insurance		$			
Farm Employers' Liability and Farm Employees' Medical Payments Insurance		$	Spec. Endorsement K		$ Included
Farmer's Comprehensive Personal Insurance		$			
Farmer's Medical Payments Insurance		$			$
Garage Insurance	CA 0020	$ Included			

Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue: Special Endorsement A, #1,#2,#3,#4,#5,#6,#7,#8,#9,#10,#11,#12,#13,#14,#15, #16,#17,#18,#19,#20,#21,Form MCS 90, CP 0254, AG0162, GL 0418

Total Advance Premium for this policy. $ 375,000

* 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
$	$	$

Countersigned:

*Not applicable in Texas 12-29-83 sk

By _____ Authorized Representative

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OTP6300-X-G
(6-79)

Ptd. in U.S.A.

COVERAGE PART

L 6395a
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. 21-87133-25-01, 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		Advance Premiums
	each occurrence	aggregate	
A—Bodily Injury Liability *	$	$	$
B—Property Damage Liability * $1,000,000 CSL each occurrence $2,000,000 annual	$	$	$
Form numbers of endorsements attached at issue aggregate as respects products liability,GL0404			$ Included
Special Endorsements D, E,F,B,G, CP 0559, G 114a, G114b		**Total Advance Premium**	$ Included

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates B.I.	Rates P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations Gross Payroll Rated .625 per $100		(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		Included	Included
Escalators (Number at Premises)		Number Insured	Per Landing		Included	Included
Independent Contractors		Cost	Per $100 of Cost		Included	Included
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts		Included	Included
Products		(b) Sales	(b) Per $1,000 of Sales		Included	Included
				Total Advance B.I. and P.D. Premiums	$	$

12-29-83 ck

15

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

(l) to **property damage** to property owned or occupied by or rented to the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;

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

(n) 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;

(o) 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;

(p) 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

No. E 21-87133-25-01
21-099

GENERAL LIABILITY-AUTOMOBILE DAILY REPORT

National Farmers Union Property and Casualty Company

DENVER, COLORADO 80251

Renewal

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)
Farmers Union Central Exchange, Inc.
1185 North Concord Street
South St. Paul, Minnesota 55075

Item 2. Policy Period: (Mo. Day Yr.)
From September 30, 1981 to September 30, 1982
12:01 A.M., standard time at the address of the named insured as stated herein.

The named insured is:
☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Other: Cooperative

Business of the named insured is: (ENTER BELOW)
Regional Farm Supply Cooperative

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

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 Part(s)	Coverage Part No(s).	Advance Premiums	Coverage Part(s)	Coverage Part No(s).	Advance Premiums
Automobile Medical Payments Insurance	CP 0015	$ Included	Hospital Professional Liability Insurance		$
Automobile Physical Damage Insurance (Dealers)		$	Manufacturers' and Contractors' Liability Insurance		$
Automobile Physical Damage Insurance (Fleet Automatic)	CP 0035	$ Included	Owner's and Contractor's Protective Liability Insurance		$
Automobile Physical Damage Insurance (Non-Fleet)		$	Owners', Landlords' and Tenants' Liability Insurance		$
Basic Automobile Liability Insurance		$	Personal Injury Liability Insurance		$
Completed Operations and Products Liability Insurance		$	Physicians', Surgeons' and Dentists' Professional Liability Insurance		$
Comprehensive Automobile Liability Insurance	CP 0010	$ Included	Premises Medical Payments Insurance		$
Comprehensive General Liability Insurance	L 6395a	$ Included	Special Protective and Highway Liability Insurance New York Department of Transportation		$
Comprehensive Personal Insurance		$			
Contractual Liability Insurance		$	Storekeeper's Insurance		$
Druggists' Liability Insurance		$	Uninsured Motorists Insurance	CP 0025	$ Included
Elevator Collision Insurance		$	Personal Injury Protection	per endorsements	$ Included
Farm Employers' Liability and Farm Employees' Medical Payments Insurance		$			$
Farmer's Comprehensive Personal Insurance		$			
Farmer's Medical Payments Insurance		$			$
Garage Insurance	CA 0020	$ Included			

Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue: Special Endorsements A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P
AG 0162, G 114, CP 0254, Liability Insurance Endorsement

Total Advance Premium for this policy. $403,000

* 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
$	$	$

10/1/81 slh

Countersigned:

*Not applicable in Texas

By _____ Authorized Representative

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OTD6300-X-F
(1-1-73)

Ptd. in U.S.A.

COVERAGE PART

L 6395a (Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. 21-87133-25-01, 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		Advance Premiums
	each occurrence	aggregate	
A—Bodily Injury Liability *	$	$	$
B—Property Damage Liability *	$1,000,000 CSL each occurrence; $2,000,000 annual aggregate as respects products liability		$
Form numbers of endorsements attached at issue			$ Included
Ten Pak Endorsement, Special Endorsements F, J, L, C, CP 0559		**Total Advance Premium**	$ Included

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates B.I.	Rates P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations Gross Receipts Rated .310 per $1,000		(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		Included	Included
Escalators (Number at Premises)		Number Insured	Per Landing		Included	Included
Independent Contractors		Cost	Per $100 of Cost		Included	Included
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts		Included	Included
Products		(b) Sales	(b) Per $1,000 of Sales		Included	Included
				Total Advance B.I. and P.D. Premiums	$ Included	$ Included

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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;

named insured after such products or work have been put to use by any person or organization other than an **insured**;

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

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

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

(q) to **property damage** included within:
- (1) the **explosion hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "x",
- (2) the **collapse hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "c",
- (3) *the* ***underground property damage hazard*** in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

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

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

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

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

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

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,
- (i) an employee of the **named insured** while operating any such equipment in the course of his employment, and
- (ii) any other person while operating with the permission of the **named insured** any such equipment registered in the name of the **named insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **insured** under this paragraph (e) with respect to:
- (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
- (2) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii).

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

III. LIMITS OF LIABILITY

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

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

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

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

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the schedule as "aggregate":
- (1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any ***incidental contract*** *relating to such premises or operations, but excluding* **property damage** included in subparagraph (2) below;
- (2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned

MSI Insurance®

SCHEDULE OF COMMERCIAL POLICIES

NAMED INSURED AND ADDRESS	AGENT
FARMERS UNION CENTRAL EXCHANGE, INC. 5500 CENEX DRIVE INVER GROVE HEIGHTS, MINNESOTA 55075	0264

The named insured is: ☐ Individual ☒ Corporation ☐ Partnership ☐ Other (Specify)

Policy Period: From 9-30-86 To 9-30-87

POLICY TYPE	POLICY NO.	PREMIUM
GENERAL LIABILITY	CL-6-2238268	$ INCLUDED
BUSINESS AUTO	AF-6-2238268	$ INCLUDED
GARAGE		$
TRUCKERS		$
		$
TOTAL PREMIUM ALL LISTED POLICIES		$ 979,966.00

Premium Payment

The named insured has elected to make payment(s) of Mutual Service Casualty Insurance Company premiums on the following basis:

☐ Semi-Annual ☐ Annual ☒ Quarterly ☐ Monthly ☐ Special Plan

MUTUAL SERVICE CASUALTY INSURANCE COMPANY
Mailing Address: Box 64035/St. Paul, MN 55164
Home Office: Two Pine Tree Drive/Arden Hills, MN 55112

1-13-87/JB

2UC-3671 (4-84)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | Policy No. | Endorsement No.

Named Insured | Countersigned by _____ (Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
BUSINESSOWNERS POLICY
COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE

POLLUTION EXCLUSION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

(1) to **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) at or from premises owned, rented or occupied by the **named insured;**

(b) at or from any site or location used by or for the **named insured** or others for the handling, storage, disposal, processing or treatment of waste;

(c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **named insured** or any person or organization for whom the **named insured** may be legally responsible; or

(d) at or from any site or location on which the **named insured** or any contractors or subcontractors working directly or indirectly on behalf of the **named insured** are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) to any loss, cost or expense arising out of any governmental direction or request that the **named insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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ORIGINAL

GENERAL – AUTOMOBILE LIABILITY POLICY
NATIONWIDE MUTUAL INSURANCE COMPANY

COLUMBUS, OHIO

DECLARATIONS AND POLICY PROVISIONS – PART ONE

This Declarations page, Policy Provisions, Coverage Part(s) and Endorsements complete the below numbered policy.

ITEM 1. Named Insured and Address

Farmers Union Central Exchange, Inc.
(See Endorsement #2)
5500 Cenex Drive
Inver Grove Heights, MN 55075

POLICY NUMBER
85GA-956-964-0002

Replaced or Transferred from POLICY NUMBER

ITEM 2. Policy Period: From

MO.	DAY	YEAR		MO.	DAY	YEAR
9	30	19 85	to	9	30	1986

12:01 A.M., standard time, at the address of the Named Insured as stated herein, and the policy is renewed for succeeding periods of one year(s) each thereafter as provided by the Policy Period-Territory of the Coverage Part(s).

ITEM 3. The insurance afforded is only with respect to such of the following Part(s) and/or endorsements designated by the mark ☒ and Coverages therein 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.

	LIMITS OF LIABILITY		ADVANCE PREMIUM
☒ Comprehensive General Liability Insurance	BODILY INJURY LIABILITY		
☐ Owners', Landlords' and Tenants' Liability Insurance	Each Occurrence	Aggregate	
☐ Manufacturers' and Contractors' Liability Insurance	$ 2,000,000.	$ Combined	$ 1,890,443.
☐ Contractual Liability Insurance	PROPERTY DAMAGE LIABILITY		
☐ Completed Operations and Products Liability Insurance	Each Occurrence	Aggregate	
	$ Single	$ Limit	$
☐ Premises Medical Payments Insurance	Each Person	Each Accident	
	$	$	$
☐ Comprehensive Family Liability Endorsement	See Endorsement for Limits of Liability		$
☐ Storekeeper's Liability Insurance	See Coverage Part for Limits of Liability		$
☐ Garage Insurance	See Coverage Part for Limits of Liability		$
☐ Basic Automobile Liability Insurance	BODILY INJURY LIABILITY		
	Each Person	Each Occurrence	
	$	$	$
☐ Comprehensive Automobile Liability Insurance	PROPERTY DAMAGE LIABILITY		
	Each Person	Each Occurrence	
		$	$
☐ Automobile Medical Payments Insurance	Each Person	Each Accident	
	$		$
☐ Uninsured Motorists Insurance	$	$	$
☐ Automobile Physical Damage Insurance	See Coverage Part for Limits of Liability		$
☒ Endorsements and Additional Coverage Parts	See endorsement #19		$ 1,890,443.
AUDIT PERIOD: ANNUAL, unless otherwise stated		TOTAL ADVANCE PREMIUM	$

ITEM 4. The Named Insured is: Individual ☐; Partnership ☐; Corporation ☒ Other ☐ _____

ITEM 5. During the past three years no insurer has cancelled any similar insurance issued to the Named Insured, nor declined to issue such insurance, unless otherwise stated herein:

K.B. 2-10-86 Cenex Insurance Agency #9700

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Countersigned at _____ By _____
Authorized Representative

Cas. 1200-1B-6-75

ORIGINAL

COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART TWO

NATIONWIDE MUTUAL INSURANCE COMPANY

COLUMBUS, OHIO

SCHEDULE — **General — Automobile Liability Policy No.**

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUMS	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises — Operations All Premises - Operation, Products, Completed Operations, Employee Benefits, including coverage as provided by GL 04 04 Gas Dealers - Liquified Petroleum Minimum Premium BI $ PD $	e)sales 59851	(a) Area (sq. ft.) (b) Frontage (c) Remuneration (d) Units 1,653,000,000. Included in Composite Rate See Endorsement #18	(a) Per 100 sq. ft. of Area (b) Per linear ft. (c) Per $100 of Remuneration (d) Per Unit 1.144	Incl.		
Escalators (Number at Premises) Included Minimum Premium BI $ PD $		Number Insured	Per Landing			
Independent Contractors Included Minimum Premium BI $ PD $		Cost	Per $100 of Cost			
Completed Operations Included		(a) Receipts	(a) Per $1,000 of Receipts			
Products Included Minimum Premium BI $ PD $		(b) Sales	(b) Per $1,000 of Sales			
				Total Advance Premium	$	$

Location of all premises owned by, rented to or controlled by the Named Insured is the same as Item 1 of the declarations unless otherwise stated herein: Per Schedule on file with Nationwide Mutual Insurance Company

Interest of Named Insured in such premises:_____ Part occupied by Named Insured:_____
(ENTER "OWNER", "GENERAL LESSEE" OR "TENANT")

4

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

COVERAGE B – PROPERTY DAMAGE LIABILITY

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

Coverage A. bodily injury or
Coverage B. property damage

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

Exclusions

This insurance does not apply:

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

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  (1) any automobile or aircraft owned or operated by or rented or loaned to any Insured, or
  (2) any other automobile or aircraft operated by any person in the course of his employment by any Insured;
  but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Named Insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any Insured;

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

(d) to bodily injury or property damage arising out of and in the course of the transporation 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 performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured;

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

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

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

(q) to property damage included within:
  (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x"
  (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c"
  (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

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

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

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

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

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

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  (i) an employee of the Named Insured while operating any such equipment in the course of his employment, and
  (ii) any other person while operating with the permission of the Named Insured any such equipment registered in the name of the Named Insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;
  provided that no person or organization shall be an Insured under this paragraph (e) with respect to:
  (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
  (2) property damage to property owned by, rented to, in charge of or occupied by the Named Insured or the employer of any person described in subparagraph (ii).

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

III. LIMITS OF LIABILITY

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

Coverage A – The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the 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 receipt basis including property damage for which liability is assumed under an 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.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective | Policy No. | Endorsement No.

Named Insured | Countersigned by _____ (Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE

POLLUTION EXCLUSION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

(1) to **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) at or from premises owned, rented or occupied by the **named insured;**

(b) at or from any site or location used by or for the **named insured** or others for the handling, storage, disposal, processing or treatment of waste;

(c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **named insured** or any person or organization for whom the **named insured** may be legally responsible; or

(d) at or from any site or location on which the **named insured** or any contractors or subcontractors working directly or indirectly on behalf of the **named insured** are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) to any loss, cost or expense arising out of any governmental direction or request that the **named insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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GENERAL LIABILITY-AUTOMOBILE POLICY

No. E 21-87133-25-02
21-099

NATIONAL FARMERS UNION PROPERTY & CASUALTY COMPANY

DENVER, COLORADO 80251

PA 71

A CAPITAL STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

DECLARATIONS

Item 1. **Named Insured** and Address: (No., Street, Town or City, County, State)

. Farmers Union Central Exchange, Inc.
5500 Cenex Drive
Inver Grove Heights, Minnesota 55075

Item 2. Policy Period: (Mo. Day Yr.)

From September 30, 1984 to September 30, 1985
12:01 A.M., standard time at the address of the **named insured** as stated herein.

The named insured is:

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Other: Cooperative

Business of the **named insured** is: (ENTER BELOW)
Regional Farm Supply Cooperative

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

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 Part(s)	Coverage Part No(s).	Advance Premiums
Automobile Medical Payments Insurance	CA 9903	$ Included
Automobile Physical Damage Insurance (Dealers)		$
Automobile Physical Damage Insurance (Fleet Automatic)		$
Automobile Physical Damage Insurance (Non-Fleet)		$
Basic Automobile Liability Insurance		$
Completed Operations and Products Liability Insurance		$
Comprehensive Automobile Liability Insurance	CP 0010	$ Included
Comprehensive General Liability Insurance	L 6395a	$ 434,295
Comprehensive Personal Insurance		$
Contractual Liability Insurance		$
Druggists' Liability Insurance		$
Elevator Collision Insurance		$
Farm Employers' Liability and Farm Employees' Medical Payments Insurance		$
Farmer's Comprehensive Personal Insurance		$
Farmer's Medical Payments Insurance		$
Garage Insurance	CA 0020	$ Included

Coverage Part(s)	Coverage Part No(s).	Advance Premiums
Hospital Professional Liability Insurance		$
Manufacturers' and Contractors' Liability Insurance		$
Owner's and Contractor's Protective Liability Insurance		$
Owners', Landlords' and Tenants' Liability Insurance		$
Personal Injury Liability Insurance		$
Physicians', Surgeons' and Dentists' Professional Liability Insurance		$
Premises Medical Payments Insurance		$
Special Protective and Highway Liability Insurance New York Department of Transportation		$
Storekeeper's Insurance		$
Uninsured Motorists Insurance	See Spec. End. I	$ Included
Personal Injury Protection	See Spec. End. J	$ Included
Spec. Endorsement K		$ Included
		$

Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue Special Endorsement A, #1,#2,#3,#4,#5,#6,#7,#8,#9,#10,#11,#12,#13,#14,#15, #16,#17,#18,#19,#20, Form MCS 90, CA 0122, CA 0132, CP 0254, AG0162, GL 0413, MV-4

Total Advance Premium for this policy. $ 434,295

* 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
$	$	$

Countersigned: 10-26-84 ts

*Not applicable in Texas

By _____ Authorized Representative

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OTP6300-X-G
(6-79)

Ptd. in U.S.A.

COVERAGE PART

L 6395a
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. 21-87133-25-02, 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		Advance Premiums
	each occurrence	aggregate	
A—Bodily Injury Liability	$	$	$
B—Property Damage Liability $1,000,000 CSL each occurrence		$ 2,000,000 annual aggregate as respects products liability, GL0404	$ Included
Form numbers of endorsements attached at issue Special Endorsements B,D,E,F,G, CP 0559, G 114a, G114b		**Total Advance Premium**	$ Included

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates B.I.	Rates P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations Gross Payroll Rated .753 per $100		(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		Included	Included
Escalators (Number at Premises)		Number Insured	Per Landing		Included	Included
Independent Contractors		Cost	Per $100 of Cost		Included	Included
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts		Included	Included
Products		(b) Sales	(b) Per $1,000 of Sales		Included	Included
				Total Advance B.I. and P.D. Premiums	$	$

8

10-26-84 ts

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 **named insured** after such products or work have been put to use by any person or organization other than an **insured**;

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

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

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

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

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

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

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

II. PERSONS INSURED

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

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

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

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

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

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

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

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

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

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

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

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

III. LIMITS OF LIABILITY

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

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

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

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

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

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

(2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract**

Policy Digest

Type of Policy:	General Liability - Automobile
Named Insured:	Farmers Union Central Exchange, Inc.
Policy Term:	September 30, 1983 to September 30, 1984
Insurance Company:	National Farmers Union Property & Casualty Company
Policy Number:	E 21-87133-25-01 21-099
Premium:	$375,000 estimated annual premium - subject to audit
Limit of Liability:	Comprehensive General Liability - $1,000,000 Combined Single Limit Bodily Injury and Property Damage Liability each occurrence $2,000,000 annual aggregate as respects Products Liability All operations/locations Automobile Liability - $1,000,000 Bodily Injury and Property Damage Liability each occurrence All owned, hired and non-owned automobiles

Subject Observations:

A. Automobile

Deductible: $100,000 per occurrence; $600,000 annual aggregate (except Automobile Medical Payments and Personal Injury Protection)

General Liability - Automobile (continued)

Subject Observations (continued):

Composite Rating Endorsement

Truckmen Endorsement (all CENEX vehicles)

Uniform Motor Carrier Bodily Injury and Property Damage Liability Insurance Endorsement (Form F)

Special Endorsement C (Trailers) - Amendment of Persons Insured Exclusion

Uninsured/Underinsured Motorists Coverage - Statutory by State

Personal Injury Protection/Medical Payments - Statutory by State

Motor Carrier Act of 1980 Endorsement

Employees as Additional Insureds

Garage Liability Endorsement

B. Comprehensive General Liability

Premises - Operations

Escalators/Elevators

Independent Contractors

Completed Operations

Products Liability

Contractual Liability

Personal Injury and Advertising Injury Liability

Premises Medical Payments - $1,000 per person

Host Liquor Law Liability

Fire Legal Liability - Real Property - $50,000

Broad Form Property Damage Liability (including Completed Operations)

General Liability - Automobile (continued)

Subject Observations (continued):

Incidental Medical Malpractice Liability

Non-Owned Watercraft Liability (26 feet and under)

Limited Worldwide Liability

Additional Persons Insured

Extended Bodily Injury

Automatic Coverage - Newly-Acquired Organizations (90 days)

Broad Named Insured Wording

"Stop Gap" Liability Endorsement

Special Endorsement B - Deductible $100,000 per occurrence/ $600,000 annual aggregate

Special Endorsement K - $500,000 each person; $1,000,000 each occurrrence Bodily Injury; $1,000,000 each occurrrence/$1,000,000 annual aggregate Property Damage - Physical Damage to property for Oregon-Washington Railroad & Navigation Company and its Lessee, Union Pacific Railroad Co. to cover unloading pits at Umatilla Co.

Fellow Employee Coverage

Waiver of Care, Custody and Control Exclusion while pumping LP gas or similar fluids from overturned conveyances

Severability of Interests Endorsement

Amendment of Contractual Liability Coverage

Additional Insured, Vendors Limited Form (various parties)

Additional Insured, Licensor (various)

General Liability - Automobile (continued)

Subject Observations (continued):

Additional Insured, Designated Premises (various)

90 day Notice of Cancellation

Employee Benefits Liability - $500,000 each claim, $500,000 aggregate; $1,000 deductible

Non-Operating Working Interest of the Insured Endorsement

Additional Insured Working Interest Endorsement

Saline Hazard Endorsement ($300,000 sublimit)

Blowout and Cratering Endorsement ($300,000 sublimit)

Blanket Waiver of Subrogation (as required by written contract)

Revised Subrogation Endorsement

Revised Notice of Occurrence Endorsement

Additional Insured Endorsement (as required by written contract)

"In Rem" Endorsement

EDP Errors & Omissions Endorsement

Underground Resources & Equipment Coverage

MSI insurance®

UMBRELLA LIABILITY DECLARATIONS

DECLARATIONS

POLICY NUMBER: TUM-8-2237291	AGENT 0264
NAMED INSURED & ADDRESS: FARMERS UNION CENTRAL EXCHANGE, INC. 5500 CENEX DRIVE INVER GROVE HEIGHTS, MINNESOTA 55075	POLICY PERIOD: FROM 12:01 A.M., 9-30-88 TO 12:01 A.M., 9-30-89 STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

SCHEDULE OF UNDERLYING INSURANCE:

COMPANY & POLICY NO.	TYPE OF COVERAGE	(For General Liability indicate "Occurrence" or "Claims-made" and Retroactive Date)	LIMITS
MSI INSURANCE COMPANY POLICY NO. 2238268	GENERAL LIABILITY	OCCURRENCE	$3,000,000 GENERAL AGG. $1,000,000 PRODUCTS AGG. $1,000,000 OCCURRENCE
	AUTOMOBILE LIABILITY		$1,000,000 SINGLE LIMIT
TRAVELERS INSURANCE COMPANY POLICY NO. MVNUB139M175-4-88	EMPLOYERS LIABILITY		$1,000,000/1,000,000/1,000,000

LIMITS OF INSURANCE - COVERAGES A and B:

$ ~~4,000,000~~ GENERAL AGGREGATE
$ ~~4,000,000~~ PRODUCTS - COMPLETED OPERATIONS AGGREGATE
$ 4,000,000 EACH INCIDENT

The MINIMUM RETENTION is $0 for COVERAGE A unless an amount is entered $ _____
The DEDUCTIBLE is $10,000 for COVERAGE B unless an amount is entered $ _____

RETROACTIVE DATE (IF APPLICABLE) COVERAGE A: _____ COVERAGE B: ~~9-30-87~~

If any coverage under this policy is on a "Claims-made" basis, the Supplemental Extended Reporting Period, if purchased, lasts for 3 years from the end of the policy period, unless there is an entry below:

COVERAGE A: _____ YEARS COVERAGE B: _____ YEARS

The premium for the Supplemental Extended Reporting Period is limited to a maximum of 200% of the annual premium of the applicable coverage, unless there is an entry below:

COVERAGE A: _____ % COVERAGE B: _____ %

ENDORSEMENTS ATTACHED TO THIS POLICY: IL 0021 Broad Form Nuclear Exclusion
SEE ATTACHED

PREMIUM: $377,225.00 ANNUAL FLAT CHARGE

6-5-89/CM
Countersignature Date

Authorized Representative

Mutual Service Casualty Insurance Company
Mailing Address: P.O. Box 64035/St. Paul, MN 55164
Home Office: Two Pine Tree Drive/Arden Hills, MN 55112

2UC-785(1-87)
2UG-1383(1-87)
2UM-3692(1-87)
2UG-1269(1-87)
2UG-2143(3-88)
2UG-8667(5-87)
2UG-8668(5-87)
3UG-14(2-74)
MCS-90(7-83)
2UG-1433(1-87)
2UG-1476(1-87)
2UG-1436(1-87)
2UG-1446(1-87)
2UG-1491(1-87)
2UG-1492(1-87)
2UG-1494(1-87)
2UG-1497(1-87)
2UG-1563(1-87)
2UG-1577(1-87)
2UG-1579(1-87)
2UG-1587(1-87)
2UG-1540(1-87)
2UG-8679(5-87)
2UG-8681(5-87)
2UG-8019(7-87)
2UG-1794(4-88)

ENDORSEMENT

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TUM-8-2237291 , issued by the Mutual Service Casualty Insurance Company:

SUBJECT TO ALL OTHER TERMS AND CONDITIONS OF THE POLICY, IT IS UNDERSTOOD AND AGREED THAT THE POLICY STATED BELOW IS HEREBY AMENDED AS FOLLOWS:

FARMERS UNION CENTRAL EXCHANGE INCORPORATED AND ANY SUBSIDIARY OR AFFILIATED COMPANIES NOW OR HEREAFTER CONSTITUTED. SUBSIDIARIES OR AFFILIATED COMPANIES MEANS ANY COMPANY OR ENTITY OF WHICH AT LEAST 50% OF THE STOCK IS OWNED BY FARMERS UNION CENTRAL EXCHANGE INCORPORATED OR FOR WHICH IT HAS ASSUMED AN ACTIVE MANAGEMENT INCLUDING BUT NOT LIMITED TO THE FOLLOWING COMPANIES:

CENEX ACCOUNTING SERVICES, INC.
CENEX AG, INC.
CENEX FINANCE ASSOCIATION
CENEX, INC.
CENEX, LTD.
CENEX PETROLEUM, INC.
CENEX SERVICE COMPANY
FULL CIRCLE, INC.
PAX COMPANY
CENEX AGENCY, INC.
CENEX FOUNDATION
AG AGENCY, INCORPORATED
HORNOI TRANSPORT, INC.

All other terms and conditions of the policy remain unchanged.

C W Quandt

Authorized Representative

ENDORSEMENT

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TUM-8-2237291 , issued by the Mutual Service Casualty Insurance Company:

ADVERTISERS LIABILITY ENDORSEMENT - FOLLOWING FORM

EXCEPT INSOFAR AS COVERAGE IS AVAILABLE TO THE INSURED IN THE UNDERLYING INSURANCE LISTED IN ITEM 4 OF THE DECLARATIONS, THIS POLICY SHALL NOT APPLY TO ADVERTISING INJURY.

ADVERTISING INJURY MEANS INJURY ARISING OUT OF AN OFFENSE COMMITTED DURING THE POLICY PERIOD OCCURRING IN THE COURSE OF THE NAMED INSURED'S ADVERTISING ACTIVITIES, IF SUCH INJURY ARISES OUT OF LIBEL, SLANDER DEFAMATION, VIOLATION OF RIGHT OF PRIVACY, PIRACY, INFAIR COMPETITION, OR INFRINGMENT OF COPY COPYRIGHT, TITLE OR SLOGAN.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

ENDORSEMENT

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TUM-8-2237291 , issued by the Mutual Service Casualty Insurance Company:

IT IS AGREED THAT THIS POLICY COVERS THE LIABILITY ASSUMED BY THE INSURED UNDER LEASE NO. 26030 DATED OCTOBER 16, 1986 ISSUED BY THE SOO LINE RAILROAD COMPANY FOR TRACK IN THE SE 1/4, NE 1/4 OF SECTION 17, TOWNSHIP 23 NORTH RANGE 17 IN BLACK CREEK, OUTAGAMIE COUNTY, WISCONSIN.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

Form MCS - 90
(7/83)

Form Approved
OMB No. 2125-0074

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to FARMERS UNION CENTRAL EXCHANGE of 5500 CENEX DRIVE
INVER GROVE HEIGHTS, MN 55075

Dated at ST. PAUL, MINNESOTA this 6TH day of JUNE, 19 89

Amending Policy No. TUM-8-2237291 Effective Date 9-30-88 TO 9-30-89

Name of Insurance Company MUTUAL SERVICE CASUALTY INSURANCE COMPANY

Countersigned by _____
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "☒", for the limits shown:

☐ This insurance is primary and the company shall not be liable for amounts in excess of $_____ for each accident.

☒ This insurance is excess and the company shall not be liable for amounts in excess of $4,000,000 for each accident in excess of the underlying limit of $1,000,000 for each accident.

Whenever required by the Bureau or the ICC the company agrees to furnish the Bureau or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the Bureau or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is: 612/631-7236

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.
THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.
The limits shown in the schedule are for information purposes only.

(Over)

SCHEDULE OF LIMITS
Public Liability

Type of Carriage*	Commodity Transported	July 1, 1981	January 1, 1985
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 500,000	$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	$ 500,000	$1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	$1,000,000	$5,000,000

***Note:** The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EMPLOYEE BENEFITS LIABILITY

This endorsement modifies insurance provided under the Coverage designated by "X" in the applicable box.

☐ **Coverage A** only

☐ **Coverage B** only

☒ **Coverage A** and **B**

It is agreed that this policy does not apply to any "claim" or "suit" for damages arising from any negligent act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, in the administration of the insured's "employee benefits" program.

"Employee benefits" means group life insurance, group health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation or savings plans, workers' compensation, unemployment insurance, social security and disability benefits insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSMENT (Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:
   A. Under any Liability Coverage, to "bodily injury" or "property damage:"
      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
      (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured;" or
      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:
   "Hazardous properties" include radioactive, toxic or explosive properties;
   "Nuclear material" means "source material," "Special nuclear material" or "by-product material;"
   "Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
   "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

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"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

(a) Any "nuclear reactor;"

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

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MUTUAL POLICY CONDITIONS

MUTUALITY: While this or any other policy issued by us is in force, you are a member of the company and entitled to a single vote at all meetings of the members. You are entitled to any dividends declared by the Board of Directors on your policy under conditions set by law and that board.

ANNUAL MEETING NOTICE: The annual meetings of the members of the company are held in the home office at Arden Hills, Minnesota at 10:00 a.m. on the second Tuesday in February.

NON-ASSESSABLE POLICY: This policy is non-assessable, which means that your responsibility for our obligation is limited to the premium charged for your insurance.

This policy is signed on behalf of Mutual Service Casualty Insurance Company by its President and Secretary at Arden Hills, Minnesota, and countersigned in the Declarations by an Authorized Representative of our company.

Secretary

President

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATIONS OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE EXPENSE ENDORSEMENT

The Coverage A and Coverage B Insuring Agreements are amended as follows:

The amount we pay for "defense expense", except payment for damages in settlement of a "claim" or "suit", does not reduce the limits of insurance; but our right or duty to defend ends when we have used up the Amount of Insurance available in the payment of damages as provided in SECTION III — LIMITS OF INSURANCE.

This endorsement supersedes any provision in the policy which is inconsistent with the above agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREJUDGMENT INTEREST EXPENSE ENDORSEMENT

The Coverage A and Coverage B Insuring Agreements are amended to include prejudgment interest expense as follows:

> We will pay, with respect to any "claim" or "suit" we defend, prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer. Payment of prejudgment interest does not reduce the limit of insurance.

This endorsement supersedes any provision in the policy which is inconsistent with the above agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINANCIAL INSTITUTIONS' LIMITATION ENDORSEMENT
Coverages A and B

It is agreed that Coverages A and B of this policy do not apply to any "injury" for which the insured may be liable because of:

1. Loss of or depreciation of any property, real, or personal, held by, deposited with, entrusted to, or otherwise in the care, custody or control of the insured, or as to which the insured is for any purpose exercising physical control;

2. Any obligation assumed by or on behalf of the insured under any binder, policy or contract of insurance, reinsurance, suretyship, annuity or endowment, or resulting from any act, errors or omission in effecting such binders, policies or contracts;

3. Any negligent act, error, omission or breach of duty in performing or failure to perform banking or "fiduciary" services, or in giving financial, economic or investment advice, or in rendering investment, advisory or management services;

4. Any dishonest or fraudulent acts of the insured or any director, officer or employee of the insured;

It is agreed that Coverage B of this policy does not apply to the ownership, maintenance, operation, use, control or management of any property or business enterprise for which the insured is acting in a "fiduciary" or representative capacity.

As used in this endorsement "fiduciary" includes:

administrator; executor; trustee under will or trust agreement; committee for incompetents; guardian; any agent or sub-agent for any of the foregoing; custodian or securities; manager of real or personal property; interest or dividend disbursing agent; paying agent; fiscal agent; transfer agent; registrar; agent for voting trustee; warrant agent; depository; agent for a committee of holders of stock or securities: escrow agent; trustee under bond indenture; sinking fund agent; receiver of trustee appointed by any court in receivership, bankruptcy or reorganization proceedings; or any other similar trust or representative capacity.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN AMENDMENT OF POLICY CONDITIONS

This endorsement modifies insurance provided as follows:

The Common Policy Conditions are amended as follows:

1. The following is added to **CANCELLATION** (Common Policy Conditions):

   If this policy has been in effect for 60 days or is a renewal, we will not cancel this policy except for nonpayment of premium. This agreement will apply to each successive policy period for which we consent to renew or continue this policy. We are not obligated to renew or continue this policy beyond the expiration date of any annual period beginning with its original effective date, provided that if this policy is written:

   a. Without a fixed expiration; or

   b. For a policy period longer than one year

   we may terminate this policy effective on the expiration of any such annual period by mailing to the first Named Insured at the address shown in this policy, written notice of such termination not less than 30 days prior to the expiration of such annual period. If notice is mailed, proof of mailing will be sufficient proof of notice.

   Even if we have not complied with the above provisions, this policy will end 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.

2. The following is added to **CHANGES** (Common Policy Conditions):

   If one of our agents knows of a fact that breaches a condition of this policy, we will be considered to have knowledge of this same fact if:

   a. The agent knows of this fact at the time the policy issued or an application is made; or

   b. The agent later learns of this fact in the course of his dealings as an agent with you.

   Any fact that breaches a condition of this policy and is known to the agent prior to loss shall not void the policy or prevent a recovery in the event of loss.

3. The following condition is added:

   WHEN WE DO NOT RENEW

   If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. Even if we do not comply with these terms, the policy will terminate:

   1. On the expiration date, if:

      a. The first Named Insured has notified us that he does not want to renew this policy; or

      b. We mail notice or renewal premium due to the first Named Insured, not more than 45 days or less than 10 days before expiration date which states that the policy will end if the first Named Insured has not paid the renewal premium before such expiration date.

2. On the effective date of any other insurance policy issued as replacement for any insurance afforded by this policy, with respect to insurance to which both policies apply.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Section V - Conditions (Coverage B) is amended as follows:

1. If a "suit" is brought in Wisconsin, Condition 3. LEGAL ACTION AGAINST US is replaced by the following:

   3. Legal Action Against Us

      A person or organization may sue us directly to recover damages allegedly caused by you or join us as a defendant in a "suit" brought against you for damages. But we will not be liable for damages that are in excess of the Limit of Insurance.

2. The following is added to Condition 6. Representations:

   No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this policy affects our obligation under this policy unless:

   a. We rely on it and it is either material or made with intent to deceive; or

   b. The facts misrepresented or falsely warranted contribute to the loss.

   No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this policy unless such failure or breach:

      1. Exists at the time of loss; and

      2. Either increases the risk at the time of the loss or contributes to the loss.

      The provisions of this condition do not apply to nonpayment of premium.

3. Condition 8. Transfer of Rights of Recovery Against Others To Us is replaced by the following:

   In the event of any payment under this policy, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE AND RELATED OPERATIONS LIMITATION ENDORSEMENT
Coverages A and B

It is agreed that this policy does not apply to any "injury" for which the insured may be liable because of:

1. With respect to any contract or treaty of insurance, reinsurance, suretyship, annuity endowment or employee benefit plan, including applications, receipts or binders:

   a. Any obligation assumed by any insured; or

   b. The failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise;

2. Membership in or contribution to any plan, pool, association, insolvency or guarantee fund or any similar fund, organization or association, whether voluntary or involuntary;

3. The rendering or failure to render professional services in:

   a. Advising, inspecting, reporting or making recommendations in the insured's capacity as an insurance company, consultant, broker, agent or representative thereof;

   b. Effecting insurance, reinsurance or suretyship coverages;

   c. Investigating, defending or settling any "claim" under any contract of insurance, self-insurance, reinsurance or suretyship;

   d. Auditing of accounts or records of others;

   e. Conducting an investment, loan or real estate department or operation;

   f. Acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds or other similar activities; or

   g. Performing any "claim", investigative, adjustment, engineering or inspection service for a fee.

4. "Property damage" to negotiable and non-negotiable instruments or contracts representing money or other property, real or personal, or to other property the custody of which the insured has undertaken in any fiduciary capacity, including that of trustee, guardian, custodian, escrow agent or similar capacity, either gratuitously or otherwise.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDAHO AMENDMENT OF POLICY PROVISIONS

I. SUPPLEMENTAL EXTENDED REPORTING PERIOD

The Supplemental Extended Reporting Period provision in the Declarations applicable to a "Claims-made" policy is replaced by the following:

If any coverage under this policy is on a "Claims-made" basis, the Supplemental Extended Reporting Period, if purchased, is of unlimited duration.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT EXCLUSION
Coverage A Only

It is agreed that this policy does not apply to any "injury" arising out of the ownership, operation, maintenance, or use, including loading and unloading of any aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUID PETROLEUM GAS LIMITATION
Coverage B Only

It is agreed that Coverage B of this policy does not apply to any "bodily injury" or "property damage" caused by or arising out of the sale, installation, distribution, handling, transportation or storage for the purpose of distribution or sale of liquefied petroleum gases or installation, servicing or repair of liquefied petroleum gas systems, piping or customers equipment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY EXTENSION
Coverage A Only

It is agreed that exclusion o. of Section I, Coverage A, is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY EXCLUSION ENDORSEMENT
Coverage B Only

It is agreed that Coverage B of this policy does not apply to any "injury" arising out of any of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication of material that violates a person's right of privacy; or

f. Mental injury, mental anguish, shock, discrimination or humiliation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS - COMPLETED OPERATIONS EXCLUSION
Coverage B only

It is agreed that Coverage B of this policy does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard" as defined in this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE EXCLUSION ENDORSEMENT
(Herbicides, Insecticides, Rodenticides, Fertilizers, Fungicides and Weed Burning)
Coverage B Only

It is agreed that Coverage B of this policy does not apply to any "property damage" to property dusted, sprayed, fertilized or treated in any manner by or for the insured as respects property owned, leased or rented by the insured or to any property on which the insured or any other person on behalf of the insured is applying or has applied Herbicides, Insecticides, Rodenticides, Fertilizers or Fungicides or is or has conducted Weed Burning Operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REAL PROPERTY IN YOUR CARE, CUSTODY OR CONTROL EXCLUSION
Coverage A only

It is agreed that exclusion a. of Section I - Coverage A is deleted and replaced with the following.

a. "Property Damage" to:

(1) Real property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Real property loaned to you;

(4) Real property in your care, custody or control;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any real property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGES EXCLUSION
Coverages A and B

It is agreed that this policy does not apply to punitive or exemplary damages awarded against any insured. Furthermore, we have no duty to defend any "suit" seeking punitive or exemplary damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL UMBRELLA POLICY AMENDATORY ENDORSEMENT
CONFORMITY with STATUTE

It is agreed that any terms of this policy or its endorsements attached, which are in conflict with the statutes of the state where this policy is issued, are amended to conform to such statutes.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON AMENDMENT OF POLICY PROVISIONS

1. The following is added under Condition 6. Representations in SECTION V (Coverage B):

   All statements and descriptions in any application for this insurance policy, by or in behalf of the insured, shall be deemed to be representations and not warranties. Misrepresentations, omissions, concealments of facts and incorrect statements shall not prevent a recovery under the policy unless the misrepresentations, omissions, concealments of fact and incorrect statements:

   a. Are contained in a written application for this insurance policy, and a copy of the application is endorsed upon or attached to the insurance policy when issued;

   b. Are shown by us to be material, and we show reliance thereon; and

   c. Are either:

      (1) Fraudulent; or

      (2) Material either to the acceptance of the risk or to the hazard assumed by us.

2. The definition of "Defense Expense" in paragraph 3 of SECTION VI (applicable to Coverages A and B), is amended as follows:

   Subparagraph (1) in 3.a. (following "Defense expense" does not include:) is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA AMENDMENT OF POLICY PROVISIONS

EXTENDED REPORTING PERIODS

1. IN SECTION IV - EXTENDED REPORTING PERIODS (COVERAGE A), item 3. is amended as follows:

   The second paragraph is replaced by the following:

   You must give us a written request for the endorsement within 60 days after the end of the policy period; provided, however, that in the case of a renewal rate increase of greater than 35%, effective written request is given if it is received either within 60 days after the end of the policy period, or within 30 days after receipt by you of a complete renewal pricing, whichever is later. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and purchase a Supplemental Extended Reporting Period Endorsement on any "underlying insurance," or maintain "underlying insurance."

2. IN SECTION IV - EXTENDED REPORTING PERIODS (COVERAGE B), item 3. is amended as follows:

   The second paragraph is replaced by the following:

   You must give us a written request for this endorsement within 60 days after the end of the policy period; provided, however, that in the case of a renewal rate increase of greater than 35%, effective written request is given if it is received either within 60 days after the end of the policy period, or within 30 days after receipt by you of a complete renewal pricing, whichever is later. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

Mutual Service Casualty Insurance Company
Mailing Address: P.O. Box 64035/St. Paul, MN 55164
Home Office: Two Pine Tree Drive/Arden Hills, MN 55112

Certificate of Insurance

Policy Number	Effective Date	Expiration Date
TUM-8-2237291	9-30-88	9-30-89

This is to certify that Mutual Service Casualty Insurance Company has issued to the Insured named herein the policies listed and such policies apply with respect to the hazards and for the coverages and limits of liability indicated by specific entry herein, subject to all of the terms, conditions and exclusions in such policies. This certificate of insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by these policies. (Specific entry is indicated by ☒.)

Name and address for whom Certificate of Insurance is issued:

SOO LINE BUILDING
BOX 530
MINNEAPOLIS, MINNESOTA 55440

☐ This certificate holder is also a lienholder

See attached Form No. _____

Name of Insured and address

FARMERS UION CENTRAL EXCHANGE, INC.
5500 CENEX DRIVE
INVER GROVE HEIGHTS, MINNESOTA 55075

TYPE OF POLICY OR COVERAGE			FARMOWNERS POLICY	
☐ General Liability	☐ Automobile	☐ Businessowners' Policy		
		☐ APT-O-PAC Policy	$	Each Occurrence (Farm and Personal Liability)
☐ Occurrence	☐ Described Vehicles Only (See Below)	☐		
☐ Claims Made	☐ All Owned Vehicles	X ☐ Umbrella Policy	$	Each Person (Medical Payments to Others)
☐	☐ Non-Owned Vehicles	☐ Contractors Equipment Coverage		
	☐ Comprehensive	☐ Garage	$ 25,000	Each Accident (Medical Payments to Others)
☐ Owner's & Contractors Protective	☐ Specified Perils	☐ Dealer		
	☐ Hired Autos	☐ Non Dealer		
☐	☐ $ Deductible Collision	☐ Dealers Physical Damage		
☐		☐ _____ Ded. Collision		
		☐ Comprehensive		
		☐ Specified Perils		
		☐		

LIMITS OF LIABILITY

GENERAL LIABILITY		Combined Single Limit	
$	General Aggregate Limit	$	Each Accident — AUTOMOBILE
$	Products Comp/Ops Aggregate Limit	$	Each Accident — AUTO GARAGE
$	Personal & Advertising Injury Limit	$ 4,000,000	General Aggreg.—UMBRELLA
$	Each Occurrence Limit	$ 4,000,000	Prods./Co.Op. Aggregate
$	Fire Damage Limit (Any one fire)	$ 4,000,000	Each Incident
$	Medical Expense Limit (Any one person)		

Split Limits	☐ AUTOMOBILE	☐ GARAGE
$ Each Person	$ Each Accident	
$ Each Accident		
(Bodily Injury)	(Property Damage)	

Building or Location	Limit
	$
	$
	$
	$
	$
	$

Description of operations/locations/vehicles/restrictions/additional insureds/special items

RE: LEASE #26050

POLLUTION LIABILITY COVERAGE IS NOT PROVIDED BY THIS POLICY.

Mutual Service Casualty Insurance Company agrees to give 10/ _____ days written notice to the holder of this Certificate of Insurance in the event of cancellation of any policy or coverage listed above.

1

2UG-1794 (4-88)

Authorized Representative

MSI Insurance®

Mutual Service Insurance Companies

COMMERCIAL UMBRELLA LIABILITY
COVERAGE FORM

Coverage Form Contents

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Introduction — Coverages A and B

Various provisions in this policy restrict coverage. Read the entire policy and any "underlying insurance" carefully to determine rights, duties and what is covered and not covered.

Throughout this policy the words "you" and "yours" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

With respect to Coverage A, the words "this insurance" mean the excess liability insurance provided under this Policy.

The word "insured" means any person or organization qualifying as such under SECTION II — WHO IS AN INSURED for Coverage B, and any person qualifying as such under "underlying insurance" for Coverage A.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI — DEFINITIONS of this Policy.

Mutual Service Casualty Insurance Company
Mailing Address: P.O. Box 64035, St. Paul, MN 55164
Home Office: Two Pine Tree Drive, Arden Hills, MN 55112

2UG-1383 (1-87)

Section I — Coverages
Coverage A — Excess Liability Coverage

1. Insuring Agreement

   a. We will pay those sums, in excess of the amount payable under the terms of any "underlying insurance," that the insured becomes legally obligated to pay as damages because of injury or damage to which this insurance applies, provided the "underlying insurance" also applies, or would apply but for the exhaustion of its applicable limits of insurance. If, however, a Minimum Retention applies, as set forth in paragraph 4 below, we will pay only those sums in excess of the Minimum Retention.

   b. We will have the right to participate in the defense of claims or suits against the insured seeking damages because of injury or damage to which this insurance may apply. We will have a duty to defend such claims or suits when the applicable limit of insurance of the "underlying insurance" has been used up by payment of judgments, settlements and any cost or expense subject to such limit.

      This right or duty to defend is limited as set forth in paragraph 3, below.

   c. The amount we will pay for damages and "defense expense" is limited as described in SECTION III — LIMITS OF INSURANCE. Damages include prejudgment interest awarded against the insured.

   d. With respect to any coverage provided by "underlying insurance" that is on a claims-made basis, this insurance does not apply to "injury" or damage which occurred before the Retroactive Date, if any, shown in the Declarations of this policy, or which occurs after the policy period.

   e. This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance," except:

      (1) We will have no obligation under this insurance with respect to any claim or suit that is settled without our consent; and

      (2) With respect to any provisions to the contrary contained in this insurance.

2. Exclusions

   The exclusions applicable to the "underlying insurance" also apply to this insurance. Additionally, this insurance does not apply to:

   a. "Property damage" to:

      (1) Property you own, rent, or occupy;

      (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

      (3) Property loaned to you.

   b. Any obligation to pay expenses under any medical payments coverage.

   c. Any obligation to reimburse an insurer as provided by the terms of the "Endorsement For Motor Carrier Policies of Insurance For Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980" or under the terms of any similar endorsement required by Federal or State statute.

   d. Any obligation imposed by law under any automobile no-fault, uninsured motorist, underinsured motorist, workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. "Injury" excluded by the Nuclear Energy Liability Exclusion Endorsement attached to this policy.

f. "Injury" arising out of the rendering of, or failure to render any professional services.

g. (1) "Injury" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) At or from premises you own, rent or occupy;

(b) At or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any person or organization for whom you may be legally responsible; or

(d) At or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) Any loss, cost or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Subparagraphs (a) and (d) (i) of paragraph (1) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

h. Any obligation imposed by The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended, or similar provisions of any federal, state or local statutory or common law.

i. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";
(2) "Your work"; or
(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

j. "Bodily Injury" as defined herein caused by any of the following diseases:

(1) Asbestosis
(2) Mesothelioma
(3) Emphysema
(4) Pneumoconiosis
(5) Pulmonary Fibrosis
(6) Pleuritis
(7) Endothelioma
(8) or any other lung disease or any ailment caused by, or aggravated by exposure, inhalation, consumption or absorption or asbestos in any form.

k. "Property damage" including any cost of clean-up, removal or abatement to any property, or the cost of monitoring any property because of the actual or alleged presence of asbestos in any form.

l. "Injury" arising out of "Aircraft Products" as defined herein.

m. "Injury" arising out of "bodily injury" to the master or any crew member of any watercraft while such person is employed by an insured.

n. "Property damage" resulting from non-pollination, cross-pollination, germination or maturity failure in any degree, substitution of one type for another or erroneous mixtures, insect infestation, or the presence of any noxious weed seeds or seed diseases as a result of the sale, distribution, use or existence of any seeds.

o. "Injury" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;
(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

p. "Injury" arising out of the employment practices of the insured, including wrongful dismissal of, or wrongful termination of or discrimination against any officer or employee.

q. "Injury" initiated, alleged, caused to be brought about by any Named Insured (the claimaint) against any other Named Insured (the defendent) as long as either maintains partial ownership or majority interest over the other.

r. "Injury" to any minor who is in the care of any insured for physiological, psychiatric or child care services, or to any adult who is in the care of any insured for physiological, psychiatric or custodial care services, but only if such services are provided by or at the direction of:

(1) Any insured;
(2) Any employee of any insured; or
(3) Any other person actually or apparently acting on behalf of any insured.

3. Defense Of Claims Or Suits

a. When we have the duty to defend, we will pay for all "defense expense" once our duty to defend begins. We may investigate any claim or suit as we think appropriate.

If we exercise our right to defend when there is no duty, we will pay only that "defense expense" we incur.

If we provide a defense, we may investigate any claim or suit at our discretion. We may settle such claim or suit within the Amount of Insurance available at the time of the settlement.

b. Our right or duty to defend ends when we have used up the Amount of Insurance available in the payment of any combination of judgments, settlements or "defense expense," as provided under SECTION III — LIMITS OF INSURANCE. This applies both to claims and suits pending at that time and those filed thereafter.

c. When we control the defense of a claim or suit, we will pay for the "defense expense." If by mutual agreement or court order the insured assumes control before the applicable Amount of Insurance available is used up, we will reimburse the insured for reasonable "defense expense." In either case, the amounts we pay will reduce the Amount of Insurance available as provided under SECTION III — LIMITS OF INSURANCE.

d. As soon as practicable after we become aware that an Amount of Insurance available is used up:

(1) We will notify you of any outstanding claims and suits subject to that Amount; and

(2) You will then arrange to assume control of the defense of all such claims and suits against you or any other insured when our right or duty to defend them ends.

e. We will assist the insured in the transfer of control of the defense of claims and suits under c. or d. above. Until such arrangements are completed, we will take on behalf of any insured those steps that we think appropriate:

(1) To avoid a default in any claim or suit; or

(2) To the continued defense of a claim or suit.

You agree that if we take such steps:

(1) We do not waive or give up any of our rights under this insurance; and

(2) You will reimburse us for any "defense expense" that arises out of such steps if the applicable Amount of Insurance available has been used up.

4. Minimum Retention

The Minimum Retention, if any, shown in the Declarations applies to all "injury" and damage arising out of any one "incident," if at the time of the first claim or suit for any such injury or damage the applicable "aggregate limit" of the "underlying insurance" has been used up by payment of judgments, settlements, and any costs or expenses subject to such limit.

Section I — Coverages
Coverage B — Extended Liability Coverage

1. Insuring Agreement

   a. We will pay those sums the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies. This insurance does not apply to "injury" which occurred before the Retroactive Date, if any, shown in the Declarations or which occurs after the policy period. This insurance applies only to "injury" which occurs in the "coverage territory."

   b. We have the right and duty to defend "claims" or "suits" against the insured seeking such damages and to pay for the "defense expense." This right and duty is limited as described in paragraph 3., under Defense Of Claims Or Suits.

   c. Each payment we make for damages or "defense expense" reduces the Amount of Insurance available, as provided under SECTION III — LIMITS OF INSURANCE.

   d. We have no obligation under this insurance to make payments or to perform acts or services except as provided for under a. and b. above.

   e. Damages include prejudgment interest awarded against the insured.

   f. This insurance applies to "injury" only if a "claim" for damages because of the "injury" is first made against any insured during the policy period.

      (1) A "claim" by a person or organization seeking damages will be deemed to have been made when notice of such "claim" is received and recorded by any insured or by us, whichever comes first.

      (2) All "claims" for damages because of "injury" to the same person, including damages "claimed" by any person or organization for care, loss of services, or death resulting at any time from the "injury," will be deemed to have been made at the time the first of those "claims" is made against any insured.

      (3) All "claims" for damages because of "property damage" causing loss to the same person or organization as a result of an "incident" will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

   This insurance does not apply to:

   a. "Injury" that is the subject of the insurance policies shown on the Schedule of Underlying Insurance in the Declaration.

   b. "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured.

   c. "Injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

   d. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

   e. (1) "Injury" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

      (a) At or from premises you own, rent or occupy;

(b) At or from any site or location used by you or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any person or organization for whom you may be legally responsible; or

(d) At or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) Any loss, cost, or expense arising out of any governmental direction or request you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Subparagraphs (a) and (d) (i) of paragraph (1) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

f. "Injury" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

g. "Property damage" to:

(1) Property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you.

h. "Property damage" to "your product" arising out of it or any part of it.

i. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

j. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

k. Damages "claimed" for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";
(2) "Your work"; or
(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

l. Any obligation imposed under any of the following laws:

(1) The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended, or similar provisions of any federal, state or local statutory or common law, or

(2) Any first party personal injury, automobile no-fault, uninsured motorists, underinsured motorists law or any similar law.

m. "Injury" excluded by the Nuclear Energy Liability Exclusion Endorsement attached to this policy.

n. "Injury" arising out of the rendering of or failure to render any professional services.

o. "Injury" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

p. Any obligation to reimburse an insurer as provided by the Terms of the "Endorsement For Motor Carrier Policies of Insurance For Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980" or under the Terms of any similar endorsement required by Federal or state statute.

q. "Bodily Injury" to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above. This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under a written contract.

r. "Bodily Injury" as defined herein caused by any of the following diseases:

(1) Asbestosis
(2) Mesothelioma
(3) Emphysema
(4) Pneumoconiosis
(5) Pulmonary Fibrosis
(6) Pleuritis
(7) Endothelioma
(8) or any other lung disease or any ailment caused by, or aggravated by exposure, inhalation, consumption or absorption of asbestos in any form.

s. "Property damage" including any cost of clean-up, removal, or abatement to any property, or the cost of monitoring any property, of the actual or alleged presence of asbestos in any form.

t. "Injury" arising out of "Aircraft Products" as defined herein.

u. "Injury" arising out of:

(1) The ownership, operation, maintenance, or use, including loading and unloading of any watercraft.

(2) "Bodily injury" to the master or any crew member of any watercraft while such person is employed by an insured.

(3) The ownership, operation, maintenance, or use, including loading and unloading of any aircraft.

v. "Property damage" resulting from non-pollination, cross-pollination, germination or maturity failure in any degree, substitution of one type for another or erroneous mixtures, insect infestation, or the presence of any noxious weed seeds or seed diseases as a result of the sale, distribution, use or existence of any seeds.

w. "Injury" arising out of the employment practices of the insured, including wrongful dismissal of, or wrongful termination of or discrimination against any officer or employee.

x. "Injury" of, initiated, alleged, caused to be brought about by any Named Insured (the claimant) against any other Named Insured (the defendant) as long as either maintains partial ownership or majority interest over the other.

y. "Injury" to any minor who is in the care of any insured for physiological, psychiatric or child care services, or to any adult who is in the care of any insured for physiological, psychiatric or custodial care services, but only if such services are provided by or at the direction of:

(1) Any insured;
(2) Any employee of any insured; or
(3) Any other person actually or apparently acting on behalf of any insured.

3. Defense of Claims or Suits

a. We have the right and duty to defend "claims" or "suits" against the insured seeking damages payable under this insurance. We may:

(1) Investigate any "claim" or "suit," and

(2) Settle within the applicable Amount of Insurance available;

as we think appropriate.

b. Our right and duty to defend such "claims" or "suits" ends when we have used up the Amount of Insurance available, as provided under SECTION III — LIMITS OF INSURANCE. This applies both to "claims" and "suits" pending at that time and those filed thereafter.

c. When we control the defense of a "claim" or "suit," we will pay for the "defense expense." If by mutual agreement or court order the insured assumes control before the applicable Amount of Insurance available is used up, we will reimburse the insured for reasonable "defense expense." In either case, however, the amounts we pay will reduce the Amount of Insurance available, as provided under SECTION III — LIMITS OF INSURANCE.

d. As soon as practicable after we become aware that the Amount of Insurance available is used up:

(1) We will notify you of any outstanding "claims" and "suits" subject to that Amount; and

(2) You will then arrange to assume control of the defense of all such "claims" and "suits" against you or any other insured when our right and duty to defend them ends.

e. We will assist the insured in the transfer of control of the defense of "claims" and "suits" under c. or d. above. Until such arrangements are completed, we will take on behalf of any insured those steps that we think appropriate:

(1) To avoid a default in any "claim" or "suit"; or

(2) To the continued defense of a "claim" or "suit."

You agree that if we take such steps:

(1) We do not waive or give up any of our rights under this insurance; and

(2) You will reimburse us for any "defense expense" that arises out of such steps if the Amount of Insurance available has been used up.

4. Deductible — Per Incident

The deductible is the amount stated in the Declarations. The deductible shall apply separately to all damages because of "injury" as a result of any one "incident" regardless of the number of persons or organizations who sustain damages because of that "incident."

We will only pay for damages in excess of the deductible amount, up to the amount of insurance available. The deductible does not apply to the payment of "defense expenses."

Section II —
Coverage B — Who is an Insured

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

   a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you.

      However, none of these employees is an insured for "bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment.

   b. Any person (other than your employee) or any organization while acting as your real estate manager.

   c. Any person or organization having proper temporary custody of your property if you die, but only:

      (1) With respect to liability arising out of the maintenance or use of that property; and

      (2) Until your legal representative has been appointed.

   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

   b. Coverage does not apply to "bodily injury" or "property damage" which occurred before you acquired or formed the organization; and

   c. Coverage does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Section III —
Coverage A and B — Limits of Insurance

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay under the terms of this insurance regardless of the number of:

   a. Insureds;

   b. "Claims" made or "suits" brought;

   c. Persons or organizations making claims or bringing "suits."

2. The Amount of Insurance stated as the General Aggregate Limit is the most we will pay for the sum of:

   a. Damages under Coverages A and B, other than damages because of "injury" or damage:

      (1) included within "the products-completed operations hazard"; or

      (2) arising out of the ownership, operation, maintenance, use, loading or unloading, or entrustment to others of an auto; and

   b. "Defense expense" for "claims" and "suits" seeking damages payable under a. above, except as provided in the Appeals Condition (Coverage A).

   Each payment we make for such damages or "defense expense" reduces by the amount of the payment the General Aggregate Limit. This reduced limit will then be the Amount of Insurance available for further expenses and damages of these kinds.

3. The Amount of Insurance stated as the Products-Completed Operations Aggregate Limit is the most we will pay under Coverages A and B for the sum of:

   a. Damages because of "injury" or damage included in the "products-completed operations hazard," and

   b. "Defense expense" for "claims" and "suits" seeking damages payable under a. above, except as provided in the Appeals Condition (Coverage A).

   Each payment we make for such damages or "defense expense" reduces by the amount of the payment the Products-Completed Operations Aggregate Limit. This reduced limit will then be the Amount of Insurance available for further expenses and damages of these kinds.

4. The Amount of Insurance stated as the Each Incident Limit is the most we will pay for the sum of damages under Coverages A and B because of all "injury" and damage arising out of any one "incident" involving the ownership, operation, maintenance, use, loading or unloading, or entrustment to others of an auto.

   Each payment we make for such damages or "defense expense" reduces by the amount of the payment the Each Incident Limit.

5. The Limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

Section IV — Extended Reporting Periods
Coverage A

With respect to coverage under this insurance that is excess over "underlying insurance" which applies on a claims-made basis:

1. We will provide one or more Extended Reporting Periods, as described below if:

   a. This policy is cancelled or not renewed; or

   b. We renew or replace this policy with insurance that:

      (1) has a Retroactive Date later than the date shown in the Declarations of this policy; or

      (2) does not apply to bodily injury or property damage on a claims-made basis.

2. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

   a. Five years for claims arising out of an "incident" reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 3.a. of SECTION V — CONDITIONS; or

   b. Sixty days for all other claims.

   The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

3. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. It lasts for the period of time shown in the Declarations. This supplemental period starts:

   a. Five years after the end of the policy period for claims arising out of an "incident" reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 3.a. of SECTION V — CONDITIONS; or

   b. Sixty days after the end of the policy period for all other claims.

   You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and purchase a Supplemental Extended Reporting Period Endorsement on any "underlying insurance," or maintain "underlying insurance."

   We will determine the actual premium for the Extended Reporting Period Endorsement at the time the endorsement is issued. In doing so, we may take into account the following:

   a. The exposures insured;

   b. Previous types and amounts of insurance;

   c. Amounts of Insurance available under this policy for future payment of damages and "defense expenses"; and

   d. Other related factors.

   The premium for the Extended Reporting Period Endorsement will not exceed the percentage shown in the Declarations of the annual premium for Coverage A of the policy to which the endorsement would be attached. It will be fully earned when the Endorsement takes effect.

4. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for injury or damage that occur before the end of the policy period (but not before the Retroactive Date, if any, shown in the Declarations).

   Claims for such injury or damage which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the policy period.

   Once in effect, Extended Reporting Periods may not be cancelled, unless "underlying insurance" is not maintained.

5. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any claim to which this policy applies.

Section IV — Extended Reporting Periods
Coverage B

1. We will provide one or more Extended Reporting Periods, as described below, if:

   a. We cancel or do not renew this Policy; or

   b. We renew or replaces this Policy with insurance that:

      (1) has a Retroactive Date later than the date shown in the Declarations of this Policy; or

      (2) does not apply to "injury" on a claims-made basis.

2. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

   a. Five years for "claims" arising out of an "incident" reported to us, not later than 60 days after the end of the policy, in accordance with paragraph 3.,a. of SECTION V — CONDITIONS; or

   b. Sixty days for all other "claims."

   The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims."

3. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. It lasts for the period of time shown in the Declarations. This supplemental period starts:

   a. Five years after the end of the policy period for "claims" arising out of an "incident" reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 3.,a. of SECTION V — CONDITIONS; or

   b. Sixty days after the end of the policy period for all other "claims."

   You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

   We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

   a. The exposures insured;

   b. Previous types and amounts of insurance;

   c. Amount of Insurance available under this Policy for future payment of damages and "defense expenses"; and

   d. Other related factors.

   The premium will not exceed the percentage shown in the Declarations of the annual premium for Coverage B of the policy to which the endorsement would be attached. It will be fully earned when the Endorsement takes effect.

4. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for "injury" that occur before the end of the policy period (but not before the Retroactive Date, if any, shown in the Declarations).

"Claims" for such injury or damage which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the policy period.

Once in effect, Extended Reporting Periods may not be cancelled.

5. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any "claim" to which this Policy applies.

Section V — Conditions
Coverage A

If any of the following conditions are contrary to Conditions contained in the "underlying insurance" the provisions contained in this policy apply.

1. Appeals

   In the event the "underlying insurer" elects not to appeal a judgment in excess of the limits of the "underlying insurance," we may elect to make such appeal. If we so elect, we shall be liable, in addition to the applicable Amount of Insurance, for all "defense expenses" we incur.

2. Bankruptcy Of Underlying Insurer

   In the event of bankruptcy or insolvency of any "underlying insurer," the insurance afforded by this policy shall not replace such "underlying insurance," but shall apply as if the "underlying insurance" was valid and collectible.

3. Duties In The Event Of Incident, Claim Or Suit

   a. You must see to it that we are notified as soon as practicable of an "incident" which may result in a claim to which this insurance applies. To the extent possible notice should include:

      (1) How, when and where the "incident" took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "incident."

      Notice of an "incident" is not notice of a claim.

   b. If a claim is received by any insured you must:

      (1) Immediately record the specifics of the claim and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a suit;

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation, settlement or defense of the claim or suit;

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply; and

      (5) Notify us immediately of any judgment or settlement of any claim or suit brought against any insured.

   d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Maintenance of Underlying Insurance

   a. You agree to maintain the "underlying insurance" in full force and effect during the term of this policy, and to inform us within 30 days of any replacement of that "underlying insurance" by the same or another company.

   b. In the event any "underlying insurance" is cancelled or not renewed and not replaced, you must notify us immediately. You must also notify us immediately if the Retroactive Date of any "underlying insurance" is changed. We will not be liable under this insurance for more than we would have been liable if that "underlying insurance" has not terminated, or if the Retroactive Date had not been changed.

      If the Retroactive Date of any "underlying insurance" is changed, we may, at our option:

      (1) Cancel this policy as of the effective date of the change in the Retroactive Date; and

      (2) Offer to renew or rewrite this insurance with the same Retroactive Date as the "underlying insurance."

   c. Reduction or exhaustion of the "aggregate limit" of any "underlying insurance" by payments for judgments, settlements or "defense expense" will not be a failure to maintain "underlying insurance" in full force and effect.

      If the "aggregate limit" of the "underlying insurance" is reduced or used up due to payments for injury or damage that:

      (1) occurred prior to the Retroactive Date of this insurance; or

      (2) is excluded under this insurance,

      this insurance will apply as if such payments had not been made.

   d. No statement contained in this Condition limits our right to cancel or not renew this Policy.

5. Other Insurance

   This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

6. Policy Period

   a. If the "underlying insurance" applies on a claims-made basis, this insurance will respond to injury or damage only if a claim for damages is first received and recorded, in the manner prescribed by the "underlying insurance," during the policy period of this insurance shown in the Declarations, including any Extended Reporting Period applicable to this insurance, regardless of any Extended Reporting Period applicable to the "underlying insurance."

   b. If the "underlying insurance" does not apply on a claims-made basis, this insurance will respond to injury or damage that occurs, or arises from an offense committed, during the policy period of this insurance shown in the Declarations.

Section V — Conditions
Coverage B

1. Bankruptcy

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under Coverage B.

2. Duties In The Event Of Incident, Claim Or Suit

   a. You must see to it that we are notified as soon as practicable of an "incident" which may result in a "claim" to which this insurance applies. To the extent possible notice should include:

      (1) How, when and where the "incident" took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any "injury" or damage arising out of the event.

      Notice of an "incident" is not notice of a "claim."

   b. If a "claim" is received by any insured, you must:

      (1) Immediately record the specifics of the "claim" and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the "claim" as soon as practicable.

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit";

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" or damage to which this insurance may also apply; and

      (5) Notify us immediately of any judgment or settlement of any "claim" or "suit" brought against any insured.

   d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. Legal Action Against Us

   No person or organization has a right under this Policy:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the limits of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

   This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis.

5. Premium Audit

   a. We will compute all premiums for this Policy in accordance with our rules and rates.

   b. Premium shown in this Policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured. If the Policy Limit of this insurance is used up prior to the end of the Policy Period, the premium is fully earned.

   c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

   By accepting this policy, you agree:

   a. The statements in the Declarations are accurate and complete;

   b. Those statements are based upon representations you made to us; and

   c. We have issued this policy in reliance upon your represenations.

7. Separation Of Insureds

   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

   a. As if each Named Insured were the only Named Insured; and

   b. Separately to each insured against whom "claim" is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

   If the insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Section VI — Definitions
Coverage A Only

1. "Aggregate limit" means the maximum amount stated in the policy for which the insurer will be liable, regardless of the number of covered claims.

2. "Occurrence limit" means any specific limit, other than an "aggregate limit," applicable to any "underlying insurance," regardless of whether such limit is subject to an "aggregate limit" in the "underlying policy."

3. "Underlying insurance" means the liability insurance coverage provided under policies shown in the Declarations, for the limits and periods indicated. It includes any policies issued to replace those policies during the term of this insurance that provide:

   a. At least the same policy limits;

   b. Coverage for the same hazards insured against, except as modified by general program revisions or as agreed to by us in writing; and

   c. The same Retroactive Date, if issued on a claim-made basis.

   "Underlying insurance" also includes any Extended Reporting Periods on the policies shown in the Declarations. It includes only policies shown in the Declarations or endorsed onto this policy.

4. "Underlying insurer" means any insurer who issues a policy of "underlying insurance."

5. "Underlying policy" means a policy providing "underlying insurance."

Section VI — Definitions
Coverage B Only

1. "Advertising injury" means injury arising out of one or more of the following offenses:

   a. Oral or written publication of material that slanders or libels a person or organization or, disparages a person's or organization's goods, products or services;

   b. Oral or written publication of material that violates a person's right of privacy;

   c. Misappropriation of advertising ideas or style of doing business; or

   d. Infringement of copyright, title or slogan, committed in the course of advertising your goods, products or services.

2. "Coverage Territory" means anywhere in the world if the insured's responsibility to pay damages is determined in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada or in a settlement we agree to.

3. "Claim" means a demand upon the insured for compensatory damages or services. "Claim" does not include reports of accidents, acts, errors, occurrences, offenses or omissions which may give rise to a "claim" under this policy.

4. "Suit" means a civil proceeding in which damages to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

Section VI — Definitions
Both Coverages A and B

1. "Aircraft Products" means aircraft (including missiles and spacecraft) and any article furnished by you or subsidiary companies 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.

2. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

3. "Defense expense" means payments allocated to a specific "claim" or "suit" for its investigation, settlement, or defense, including:

   a. Attorney fees and all other litigation expenses.

   b. The cost of bonds to appeal a judgment or award in any "suit" we defend.

   c. Up to $250 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which bodily injury liability coverage under this insurance applies.

   d. The cost of bonds to release attachments, but only for bond amounts within the Amount of Insurance available.

   e. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit," including actual loss of earnings up to $100 a day because of time off from work.

   f. Costs taxed against the insured in the "suit."

   g. Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of SECTION III — LIMITS OF INSURANCE.

   "Defense expense" does not include:

   a. Salaries and expenses of our employees or the insured's employees, other than:

      (1) That portion of our employed attorney's fees, salaries and expenses allocated to a specific "claim" or "suit"; and

      (2) The expenses described in e. above.

   b. Fees and expenses of independent adjusters we hire.

4. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by:

   a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

   b. Your fulfilling the terms of the contract or agreement.

5. "Incident" means:

   a. With respect to "bodily injury" to persons other than your employees and "property damage," an accident, including continuous or repeated exposure to substantially the same general harmful conditions;

   b. With respect to "bodily injury" to your employees arising out of and in the cause of their employment by you, the accident or disease which causes the "bodily injury"; and

   c. With respect to offenses committed by the insured resulting in "personal injury" or "advertising injury" other than "bodily injury," all such "injury" sustained by any one person or organization.

6. "Injury" means "bodily injury," "property damage," "advertising injury" or "personal injury."

7. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:

   a. False arrest, detention or imprisonment;

   b. Malicious prosecution;

   c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;

   d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

   e. Oral or written publication of material that violates a person's right of privacy, arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

8. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

      (1) Products that are still in your physical possession; or

      (2) Work that has not yet been completed or abandoned.

   b. "Your work" will be deemed completed at the earliest of the following times:

      (1) When all of the work called for in your contract has been completed.

      (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

      (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

      Work that may need service, maintenance correction, repair or replacement, but which is otherwise complete, will be treated as completed.

   c. This hazard does not include "bodily injury" or "property damage" arising out of:

      (1) The transportation of property, unless the "injury" or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;

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

9. "Property damage" means:

   a. Physical injury to tangible property, including all resulting loss of use of that property; or

   b. Loss of use of tangible property that is not physically injured.

10. "Your product" means:

   a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

      (1) You;
      (2) Others trading under your name; or
      (3) A person or organization whose business or assets you have acquired; and

   b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

   "Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. and b. above.

   "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

11. "Your work" means:

   a. Work or operations performed by you or on your behalf; and

   b. Materials, parts or equipment furnished in connection with such work or operations.

   "Your work" includes 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.

GENERAL LIABILITY
COVERAGE PART
DECLARATIONS - PAGE 1

POLICY NUMBER TGA-8-2238268 88-89

NAMED INSURED

FARMERS UNION CENTRAL EXCHANGE, INC.
5500 CENEX DRIVE
INVER GROVE HEIGHTS, MINNESOTA 55075

LIMITS OF INSURANCE			
General Aggregate Limit (Other than Products — Completed Operations)		$	3,000,000
Products-Completed Operations Aggregate Limit		$	1,000,000
Personal & Advertising Injury Limit		$	1,000,000
Each Occurrence Limit		$	1,000,000
Fire Damage Limit	Any one fire	$	50,000
Medical Expense Limit	Any one person	$	5,000

COVERAGE FORM

☒ Commercial General Liability Coverage Form ("Occurrence" Version CG-0001)

☐ Commercial General Liability Coverage Form ("Claims-Made" Version CG-0002)

RETROACTIVE DATE ("Claims-Made" Version CG-0002 only)

Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown below
Retroactive Date. _____
(Enter Date or "None" if no Retroactive Date applies.)

FORMS/ENDORSEMENTS APPLICABLE

IL 00 21 11 85 Broad Form Nuclear Exclusion

SEE ENDORSEMENT SCHEDULE 3UG-14 #16

TOTAL ADVANCE PREMIUM $ INCLUDED

Mutual Service Casualty Insurance Company
Mailing Address: P.O. Box 64035/St. Paul, MN 55164
Home Office: Two Pine Tree Drive/Arden Hills, MN 55112

COMMON
POLICY DECLARATIONS

MSI insurance®

POLICY NO. TGA-8-2238268

NAMED INSURED AND ADDRESS
FARMERS UNION CENTRAL EXCHANGE, INC.
5500 CENEX DRIVE
INVER GROVE HEIGHTS, MINNESOTA 55075

AGENT
0264

BUSINESS DESCRIPTION:
FARM SUPPLY
COOPERATIVE

The named insured is: ☐ Individual ☐ Corporation ☐ Partnership ☒ Other (Specify) COOPERATIVE

Policy Period: From 9-30-88 To 9-30-89 ☒ 12:01 A.M., standard time at your mailing address shown above ☐

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.
This policy is renewed automatically for additional policy periods, subject to the current rates,rules and forms, unless you receive notice of non-renewal. If the renewal premium is unpaid, the policy will be terminated after ten (10) days written notice to the insured, mortgagee and other interested parties listed.

THIS POLICY CONSISTS OF THE FOLLOWING COMMERCIAL COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Property Coverage Part	$
Inland Marine Coverage Part	$
General Liability Coverage Part	$ INCLUDED
Crime Coverage Part(s)	$
Auto Coverage Part(s) ALL VEHICLES EXCEPT NEW YORK	$ INCLUDED
AUTO COVERAGE PART(S) VEHICLES GARAGED IN NEW YORK	INCLUDED
Estimated Total Premium	$ 964,528.00

Forms/Endorsements applicable to all Coverage Parts:

2UG-2528(4-88)
2UM-3692(1-87)
MMP-3003
3UG-14 (END. #1)(2-74)

The named insured has elected to make payment(s) of Mutual Service Casualty Insurance Company premiums on the following basis:

☐ Annually ☒ Quarterly ☐ Monthly
☐ Semi-Annually ☐ Special Plan

6-6-89/CM
Countersignature Date

CW Quandt
Authorized Representative

Mutual Service Casualty Insurance Company
Mailing Address: P.O. Box 64035/St. Paul, MN 55164
Home Office: Two Pine Tree Drive/Arden Hills, MN 55112

ENDORSEMENT SCHEDULE 3UG-14 #16

2UG-2531(1-87)
2UG-3528(11-87)
2UG-2011(1-87)
CG-0001(11-85)
3UG-14(2-74)
2UG-8169(5-88)
CG-0033(11-85)
CG-0300(11-85)
CG-2262(11-85)
CG-2019(11-85)
CG-2011(11-85)
CG-2012(11-85)
CG-2015(11-85)
CG-2024(11-85)
CG-2028(11-85)
CG-2018(11-85)
CG-2116(11-85)
CG-2248(11-85)
CG-2247(11-85)
2UG-971(1-87)
TCP-1450(11-88)
CG-2404(11-85)
CG-9901(11-85)
CG-0168(7-88)
IL-0120
CG-0124(1-87)
CG-0212(11-85)
CG-0216(2-86)
CG-0160(2-86)
CG-0181(2-87)
CG-0215(6-86)
CG-0218(5-86)
CG-2832(2-86)
2UG-1794(4-88)

Policy No. TGA-8-2238268

MSI Insurance®

GENERAL LIABILITY
COVERAGE PART
DECLARATIONS - PAGE 2

Location of All Premises You Own, Rent or Occupy:	Your Interest	Portion You Occupy

GENERAL LIABILITY HAZARDS

CLASSIFICATION	CODE NO.	PREMIUM BASIS	RATE		ADVANCE PREMIUMS	
			PREMS/OPS	PR/CO	PREMS/OPS	PR/CO
SEE COMPOSITE RATE ENDORSEMENT		A = AREA C = TOTAL COST M = ADMISSIONS P = PAYROLL S = GROSS SALES U = UNITS T =			INCLUDED	INCLUDED

*Indicates minimum premium.

Mutual Service Casualty Insurance Company
Mailing Address: P.O. Box 64035/St. Paul, MN 55164
Home Office: Two Pine Tree Drive/Arden Hills, MN 55112

QUICK REFERENCE
COMMERCIAL GENERAL LIABILITY COVERAGE PART

READ YOUR POLICY CAREFULLY

The Commercial General Liability Coverage Part in your policy consists of Declarations, a Coverage Form (either CG 00 01 or CG 00 02), Common Policy Conditions and Endorsements, if applicable. Following is a Quick Reference indexing of the principal provisions contained in each of the components making up the Coverage Part.

DECLARATIONS
- Named Insured
- Limits of Insurance
- Forms and Endorsements applying to the Coverage Part at time of issue.

COVERAGE FORM (CG 00 01 or CG 00 02)

- SECTION I — COVERAGES
  - Coverage A — Bodily Injury and Property Damage Liability
    - Insuring Agreement
    - Exclusions
  - Coverage B — Personal and Advertising Injury Liability
    - Insuring Agreement
    - Exclusions
  - Coverage C — Medical Payments
    - Insuring Agreement
    - Exclusions
  - Supplementary Payments
- SECTION II — WHO IS AN INSURED
- SECTION III — LIMITS OF INSURANCE
- SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS
  - Bankruptcy
  - Duties in the Event of Occurrence, Claim or Suit
  - Legal Action Against Us
  - Other Insurance
  - Premium Audit
  - Representations
  - Separation of Insureds
  - Transfer of Rights of Recovery Against Others to Us
  - When We Do Not Renew (applicable to CG 00 02 only)
  - Your Right to Claim and "Occurrence" Information (applicable to CG 00 02 only)
- SECTION V — EXTENDED REPORTING PERIODS (applicable to CG 00 02 only)
- SECTION VI — DEFINITIONS (SECTION V in CG 00 01)

COMMON POLICY CONDITIONS and MUTUAL POLICY CONDITIONS (2UM-3692)
- Cancellation
- Changes
- Examination of Your Books and Records
- Inspections and Surveys
- Premiums
- Transfer of Your Rights and Duties Under This Policy

ENDORSEMENTS (If Any)

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POLICY NUMBER: TGA-8-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 24 04 11 85

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION DESIGNATED IN WRITTEN CONTRACTS WITH THE INSURED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

AUTHENTIC

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LIQUOR LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

SECTION I - LIQUOR LIABILITY COVERAGE

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. This insurance applies only to "injury" which occurs during the policy period in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages. But:

(1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE;

(2) We may investigate and settle any claim or "suit" at our discretion; and

(3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

2. Exclusions.

This insurance does not apply to:

a. "Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

c. "Bodily injury" to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the "injury."

d. To "injury" arising out of any alcoholic beverage sold, served or furnished while any required license is suspended or after such license expires, is cancelled or revoked.

e. "Injury" arising out of "your product." This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

f. Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $100 a day because of time off from work.
4. All costs taxed against the insured in the "suit."

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5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
   a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, none of these employees is an insured for:
      (1) "Bodily injury" to you or to a co-employee while in the course of his or her employment;
      (2) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
   b. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
   b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits."
2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

   The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - LIQUOR LIABILITY CONDITIONS

1. **Bankruptcy.**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

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2. **Duties In The Event Of Injury, Claim Or Suit.**

   a. You must see to it that we are notified promptly when "injury" occurs which may result in a claim. Notice should include:

      (1) How, when and where the "injury" or damage took place; and

      (2) The names and addresses of any injured persons and witnesses.

   b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit."

   c. You and any other involved insured must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit;"

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit;" and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.

   d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us.**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance.**

   If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

   a. **Primary Insurance**

      This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

   b. **Method of Sharing**

      If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

      If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit.**

   a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

   b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

   c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations.**

   By accepting this policy, you agree:

   a. The statements in the Declarations are accurate and complete;

   b. Those statements are based upon representations you made to us; and

   c. We have issued this policy in reliance upon your representations.

7. **Separation of Insureds.**

   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

   a. As if each Named Insured were the only Named Insured; and

   b. Separately to each insured against whom claim is made or "suit" is brought.

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8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V - DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, provided the "injury" or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
   c. All parts of the world if:
      (1) The "injury" or damage arises out of:
         (a) Goods or products sold by you in the territory described in a. above; or
         (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
      (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
3. "Injury" means all damages, including damages because of "bodily injury" and "property damage," and including damages for care, loss of services or loss of support.
4. "Property damage" means:
   a. Physical injury to tangible property, including all resulting loss of use of that property; or
   b. Loss of use of tangible property that is not physically injured.
5. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

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POLICY NUMBER: TGA-8-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 02 12 11 85

CANCELLATION BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

Paragraph 2. of CANCELLATION (Common Policy Conditions) is replaced by the following:

2. We may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. The number of days shown in the Schedule before the effective date of cancellation if we cancel for any other reason.

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CG 22 47 11 85

EXCLUSION—SALINE SUBSTANCES CONTAMINATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Oil or Gas Lease Operators—natural gas
Oil or Gas Lease Operators—natural gas—within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay.

With respect to operations performed by you or on your behalf and shown in the Schedule:

1. This insurance does not apply to "property damage" included within the "saline substance contamination hazard".
2. "Saline substance contamination hazard" includes "property damage" to any of the following wherever located:
   - **(a)** Oil, gas, water or other mineral substance, if the "property damage" is caused directly or indirectly by a saline substance;
   - **(b)** Any other property, if the "property damage" results from the "property damage" described in (a) above.

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EXCLUSION—INSURANCE AND RELATED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage", "advertising injury", or "personal injury" for which the insured may be held liable because of:

1. With respect to any contract or treaty of insurance, reinsurance, suretyship, annuity endowment or employee benefit plan, including applications, receipts or binders:
   a. Any obligation assumed by any insured; or
   b. The failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise;
2. Membership in or contribution to any plan, pool, association, insolvency or guarantee fund or any similar fund, organization or association, whether voluntary or involuntary;
3. The rendering or failure to render professional services in:
   a. Advising, inspecting, reporting or making recommendations in the insured's capacity as an insurance company, consultant, broker, agent or representative thereof;
   b. Effecting insurance, reinsurance or suretyship coverages;
   c. Investigating, defending or settling any claim under any contract of insurance, self-insurance, reinsurance or suretyship;
   d. Auditing of accounts or records of others;
   e. Conducting an investment, loan or real estate department or operation;
   f. Acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds or other similar activities; or
   g. Performing any claim, investigative, adjustment, engineering or inspection service for a fee.

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PUNITIVE DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. The first sentence in **1.a** of the **Insuring Agreement** under **Coverage A** (Section I) is replaced by the following:

   1. Insuring Agreement.

   a. We will pay those sums that the insured becomes legally obligated to pay as damages, *excluding punitive or exemplary damages*, because of "bodily injury" or "property damage" to which this insurance applies.

2. The last full sentence in the first paragraph in **1.a** of the **Insuring Agreement** is replaced by the following:

   We will have the right and duty to defend any "suit" seeking those damages provided, however, we have no duty to defend any "suit" seeking *punitive or exemplary damages.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY COVERAGE — ANHYDROUS AMMONIA (BODILY INJURY LIABILITY ONLY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

EXCLUSION 2.f. (Coverage A) does not apply to "bodily injury" arising from the sudden and accidental discharge, dispersal, release or escape of anhydrous ammonia.

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MICHIGAN CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. CANCELLATION (Common Policy Conditions) is amended as follows:

a. Paragraph 1. is replaced by the following:

The first Named Insured shown in the Declarations may cancel this policy by surrendering the policy to us or our authorized agent or by mailing or delivering to us or our authorized agent advance written notice of cancellation.

b. Paragraph 3. is replaced by the following:

We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.

c. Paragraph 4. is replaced by the following:

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period.

d. Paragraph 5. is replaced by the following:

If this policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than 15% of the total premium payable on the policy or $25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

2. The paragraph relating to prejudgment interest in SUPPLEMENTARY PAYMENTS (Section I) is replaced by the following:

Prejudgment interest awarded against the insured on that part of the judgment we pay.

3. With respect to the DUTIES Condition (Section IV), notice to our authorized agent shall be considered notice to us.

4. The following is added to CONDITIONS (Section IV) and supersedes any other provision to the contrary:

When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing shall be sufficient proof of notice.

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CG 01 24 01 87

WISCONSIN CHANGES—AMENDMENT OF POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. The following is added to the CANCELLATION Common Policy Condition:

7. If this Coverage Part has been in effect for 60 days or more or is a renewal, except as provided in paragraph 8. below, we may cancel this Coverage Part only for one or more of the following reasons:

a. Nonpayment of premium;

b. Material misrepresentation;

c. Substantial change in the risk assumed except to the extent that we should have foreseen the change or contemplated the risk in writing this Coverage Part; or

d. Substantial breaches of contractual duties, conditions or warranties.

This agreement will apply to each successive policy period for which we consent to renew or continue this Coverage Part.

8. We are not obligated to renew or continue this Coverage Part beyond the expiration date of any annual period beginning with its original effective date, provided that, if this Coverage Part is written:

a. Without a fixed expiration date; or

b. For a policy period of longer than one year,

we may terminate this Coverage Part effective on the expiration of any such annual period by mailing or delivering to the first Named Insured written notice of such termination not less than 60 days prior to the expiration of such annual period. If notice is mailed, proof of mailing will be sufficient proof of notice.

Even if we have not complied with the above provisions, this Coverage Part will end on the effective date of any other insurance policy issued as a replacement for any insurance afforded by this Coverage Part, with respect to any such insurance to which both such policies apply.

We may terminate this Coverage Part because of termination of an insurance marketing intermediary's contract with us, but only if the notice of termination contains an offer to continue this Coverage Part with us if we receive a written request from the first Named Insured prior to the termination date.

2. The following is added to CHANGES (Common Policy Conditions):

If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or

b. The agent later learns of this fact in the course of his dealings as an agent with you.

Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

3. The LEGAL ACTION AGAINST US Condition (Section IV) does not apply.

4. The following is added to Condition 6. REPRESENTATIONS (Section IV):

No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Part affects our obligation under this Coverage Part unless:

a. We rely on it and it is either material or made with intent to deceive; or

b. The facts misrepresented or falsely warranted contribute to the loss.

No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach:

a. Exists at the time of the loss; and

(over)

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b. Either increases the risk at the time of the loss or contributes to the loss.

The provisions of this condition do not apply to nonpayment of premium.

5. Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV) is replaced by the following:

In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

6. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.

The following Condition is added:

WHEN WE DO NOT RENEW

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date. Even if we do not comply with these terms, this Coverage Part will terminate:

1. On the expiration date, if the first Named Insured has notified us that he does not want to renew this Coverage Part; or

2. On the effective date of any other insurance policy issued as replacement for any insurance afforded by this Coverage Part, with respect to insurance to which both policies apply.

We may refuse to renew this Coverage Part because of termination of an insurance marketing intermediary's contract with us, but only if the notice of nonrenewal contains an offer to renew this Coverage Part with us if we receive a written request from the first Named Insured prior to the renewal date.

If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

1. Given you written notice of the renewal or continuation premium, not more than 60 days nor less than 10 days prior to the due date of the premium; and

2. Stated clearly in the notice the effect of nonpayment of premium by the due date.

If notice is mailed proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 02 16 02 86

SOUTH DAKOTA CHANGES—CANCELLATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. Paragraph 2. of CANCELLATION Common Policy Condition is replaced by the following:

   2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   a. 20 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. 30 days before the effective date of cancellation if we cancel for any other reason.

   After 60 days from the effective date of policy issuance a notice of cancellation may not be issued unless it is based upon at least one of the following reasons as stated in South Dakota law:

   (1) Nonpayment of premium;

   (2) Discovery of fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

   (3) Discovery of willful or reckless acts or omissions on the part of the Named Insured which increase any hazard insured against;

   (4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;

   (5) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

   (6) A determination by the director of insurance that the continuation of the policy would place the insurer in violation of the insurance laws of this state.

2. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.

   The following Condition is added:

   WHEN WE DO NOT RENEW

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal not less than 30 days before:

   1. The expiration date; or
   2. The anniversary date if it is a continuous policy.

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WYOMING CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

1. The following is added to paragraph 1.a.(3) of COVERAGE (Section I):
   The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.
2. The following is added as the final full paragraph of 1. Insuring Agreement of COVERAGE (Section I):
   Damages include prejudgement interest awarded against the insured.
3. References to prejudgement interest in the Supplementary Payments section of COVERAGE (Section I) are deleted.

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CG 01 81 02 87

WASHINGTON STATE—AMENDMENT OF EMPLOYERS LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

Exclusion e. of COVERAGE A (Section I) applies only to "bodily injury" to any employee of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to employees of the insured whose employment is subject to the Industrial Insurance Act of Washington, exclusion e. is replaced with the following:

This insurance does not apply to "bodily injury" to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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WASHINGTON CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETE OPERATIONS LIABILITY COVERAGE PART

1. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.

   The following Condition is added:

   WHEN WE DO NOT RENEW

   We may elect not to renew this coverage part by mailing or delivering written notice of nonrenewal to the first Named Insured's, or the first Named Insured's representative in charge of the subject of the insurance, last mailing address known to us, provided that we give at least 45 days written notice of nonrenewal, including the actual reason for nonrenewal.

   Otherwise, we will renew this coverage part unless:

   a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's representative in charge of the subject of the insurance, at least 20 days before the expiration date.

   b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy.

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MINNESOTA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following is added to the CANCELLATION Common Policy Condition:

7. Cancellation of Policies In Effect For 90 Days Or More

If this policy has been in effect for 90 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. nonpayment of premium;

b. misrepresentation or fraud made by or with the knowledge of the insured in obtaining the policy or in pursuing a claim under the policy;

c. actions by the insured that have substantially increased or substantially changed the risk insured;

d. refusal of the insured to eliminate known conditions that increase the potential for loss after notification by the insurer that the condition must be removed;

e. substantial change in the risk assumed, except to the extent that the insurer should reasonably have foreseen the change or contemplated the risk in writing the contract;

f. loss of reinsurance by the insurer which provided coverage to the insurer for a significant amount of the underlying risk insured. Cancellation notice pursuant to this ground shall contain the information which advises that the first Named Insured has the right to appeal the cancellation to the commissioner of commerce within ten days from the date of receipt of the notice;

g. a determination by the commissioner that the continuation of the policy could place the insurer in violation of the Minnesota insurance laws;

h. nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance; provided, however, that this provision for cancellation for failure to pay dues shall not be applicable to persons who are retired at 62 years of age or older or who are disabled according to social security standards;

If we cancel this policy based on the above provision, we will mail or deliver a written notice to the first Named Insured 30 days before the effective date of cancellation except for nonpayment of premium. The notice shall contain a statement of reasons for such cancellation.

If we cancel this policy for nonpayment of premium, we will mail or deliver a written notice to the first Named Insured 10 days before the effective date of cancellation. The notice shall contain the information regarding the amount of premium due and the due date. Cancellation for nonpayment of premium shall not be effective if payment of the amount due is made prior to the effective date of such cancellation.

B. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.

The following WHEN WE DO NOT RENEW Condition is added:

If we elect not to renew this policy, we shall mail or deliver a written notice to the first Named Insured shown in the Declarations 30 days before the expiration date of this policy except if you have insured elsewhere, or accepted replacement coverage, or requested or agreed not to renew this policy.

C. The EXAMINATION OF YOUR BOOKS AND RECORDS Common Policy Condition is replaced by the following:

We may examine and audit your books and records as they related to this policy at any time during the policy period and up to one year afterward.

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ADDITIONAL INSURED—OIL OR GAS OPERATIONS—NONOPERATING, WORKING INTERESTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include as an insured:

1. You with respect to any nonoperating working interest in any oil or gas lease with any co-owners, joint ventures, or mining partners, but only with respect to liability arising out of such interest;
2. Any of your co-owners, joint venturers, or mining partners having a nonoperating working interest with you in any oil or gas lease, but only with respect to their liability arising out of such interest;
3. You and any owners or co-owners of oil or gas leases but only with respect to your or their liability for operations you conduct as operating agent under written contract with the owner or co-owner.

To the extent insurance would be afforded under this endorsement, the limitation under WHO IS AN INSURED (Section II) with respect to any partnership or joint venture not shown as a Named Insured in the Declarations does not apply.

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AMENDMENT OF INSPECTION AND AUDIT CONDITION (MINNESOTA)

The Inspection and Audit Condition is amended by changing "three years" to "one year" regarding the time in which to examine and audit the books and records.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 28 32 02 86

COLORADO CHANGES

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. Paragraph 2. of CANCELLATION (Common Policy Conditions) is replaced by the following:
   2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
      a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
      b. 45 days before the effective date of cancellation if we cancel for any other reason.
2. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.

   The following Condition is added:

   WHEN WE DO NOT RENEW

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal not less than 45 days before the expiration date.
3. The provisions of paragraph 2 of this endorsement do not apply:
   a. In the case of nonpayment of premium;
   b. If the first Named Insured fails to pay any premium deposit we require for renewal; or
   c. If the coverage to which this endorsement applies has been in effect less than 60 days, unless it is a renewal policy.

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CG 99 01 11 85

MOTOR VEHICLE LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following are added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

1. When this Coverage Part is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the coverage part for Bodily Injury Liability or Property Damage Liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
2. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverages required by any motor vehicle insurance law. We will provide the required limits for those coverages.

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSMENT (Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:
   A. Under any Liability Coverage, to "bodily injury" or "property damage:"
      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
      (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured;" or
      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:
   "Hazardous properties" include radioactive, toxic or explosive properties;
   "Nuclear material" means "source material," "Special nuclear material" or "by-product material;"
   "Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
   "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

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"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

(a) Any "nuclear reactor;"

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

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ENDORSEMENT #1

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-8-2238268 , issued by the Mutual Service Casualty Insurance Company:

SUBJECT TO ALL OTHER TERMS AND CONDITIONS OF THE POLICY, IT IS UNDERSTOOD AND AGREED THAT THE POLICY STATED BELOW IS HEREBY AMENDED AS FOLLOWS:

THE NAMED INSURED SHALL READ:

FARMERS UNION CENTRAL EXCHANGE INCORPORATED AND ANY SUBSIDIARY OR AFFILIATED COMPANIES NOW OR HEREAFTER CONSTITUTED. SUBSIDIARIES OR AFFILIATED COMPANIES MEANS ANY COMPANY OR ENTITY OF WHICH AT LEAST 50% OF THE STOCK IS OWNED BY FARMERS UNION CENTRAL EXCHANGE INCORPORATED OR FOR WHICH IT HAS ASSUMED AN ACTIVE MANAGEMENT INCLUDING BUT NOT LIMITED TO THE FOLLOWING COMPANIES:

CENEX ACCOUNTING SERVICES, INC.
CENEX AG, INC.
CENEX FINANCE ASSOCIATION
CENEX, INC.
CENEX, LTD.
CENEX PETROLEUM, INC.
CENEX SERVICE COMPANY
FULL CIRCLE, INC.
PAX C@MPANY
CENEX AGENCY, INC.
CENEX FOUNDATION
AG AGENCY, INC.
HORNOI TRANSPORTATION COMPANY, INC.

THE NAMED INSURED DOES NOT INCLUDE:

CENEX/LAND O'LAKES AGRONOMY COMPANY

All other terms and conditions of the policy remain unchanged.

Authorized Representative

3UG-14 (2-74)

ENDORSEMENT #2

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-8-2238268 , issued by the Mutual Service Casualty Insurance Company:

COMPOSITE RATE

THE PREMIUM FOR THIS POLICY SHALL BE COMPUTED IN ACCORDANCE WITH THE EXPOSURE BASIS AND RATE DESIGNATED IN THE SCHEDULE BELOW EXCEPT THE ANNUAL ADVANCE PREMIUM STATED BELOW IS AN ESTIMATED PREMIUM ONLY. UPON TERMINATION OF EACH ANNUAL PERIOD, THE EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH THE POLICY AND THIS ENDORSEMENT. IF THE EARNED PREMIUM THUS COMPUTED EXCEEDS THE ADVANCE PREMIUM PAID, THE NAMED INSURED SHALL PAY THE EXCESS TO THE COMPANY; IF LESS, COMPANY SHALL RETURN TO THE NAMED INSURED THE UNEARNED PORTION PAID BY SUCH INSURED.

RECORDS

THE FIRST NAMED INSURED MUST KEEP RECORDS OF THE INFORMATION WE NEED FOR PREMIUM COMPUTATION AND SEND US COPIES AT SUCH TIMES AS WE MAY REQUEST.

AUDIT

WE MAY EXAMINE AND AUDIT YOUR BOOKS AND RECORDS AS THEY RELATE TO THIS POLICY AT ANY TIME DURING THE POLICY PERIOD AND UP TO THREE YEARS AFTERWARDS.

SCHEDULE

DIVISION	ESTIMATED EXPOSURE BASIS (SALES)	RATE PER $000 SALES	DEPOSIT PREMIUM	AUDIT PERIOD
PETROLEUM	$863,100,000	$ .22	$186,535	ANNUAL
TRANSPORATION	$ 24,863,998	$18.54	$460,869	ANNUAL
CENEX LTD.	$130,000,000	$ 2.44	$317,124	ANNUAL
CORPORATE ADMINISTRATION	N/A	N/A	N/A	N/A
TOTAL:	$1,017,963,998.		$964,528.	

All other terms and conditions of the policy remain unchanged.

Authorized Representative

3UG-14 (2-74)

ENDORSEMENT #3

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-8-2238268 , issued by the Mutual Service Casualty Insurance Company:

SUBJECT TO ALL OTHER TERMS AND CONDITIONS OF THE POLICY, IT IS UNDERSTOOD AND AGREED THAT THE POLICY STATED BELOW IS HEREBY AMENDED AS FOLLOWS:

IT IS HEREBY AGREED THAT IN CONSIDERATION OF THE PREMIUM CHARGED, THE FOLLOWING LIMITS OF LIABILITY APPLY:

BODILY INJURY	$ 500,000. EACH PERSON $1,000,000. EACH OCCURRENCE
PROPERTY DAMAGE-PHYSICAL	$1,000,000. EACH OCCURRENCE
DAMAGE TO PROPERTY	$1,000,000. AGGREGATE

FOR: OREGON - WASHINGTON RAILROAD & NAVIGATION CO., AN OREGON CORP. AND ITS LESSEE UNION PACIFIC RAILROAD CO., A UTAH CORPORATION.

TO COVER: TWO (2) UNDERTRACK UNLOADING PITS WITH CONVEYERS AT UMATILLA IN UMATILLA COUNTY OR USED UNLOADING PITS.

ALL OTHER CONDITIONS REMAIN THE SAME.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

ENDORSEMENT #4

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-8-2238268 , issued by the Mutual Service Casualty Insurance Company:

WE AGREE COMMON POLICY CONDITIONS SHOWN ON FORM 2UM-3692(1-87) IS CHANGED AS FOLLOWS:

PARAGRAPH A. CANCELLATION

SUB-PARAGRAPH 2

2. WE MAY CANCEL THIS POLICY BY MAILING OR DELIVERING TO THE FIRST NAMED INSURED WRITTEN NOTICE OF CANCELLATION AT LEAST:

   A. 10 DAYS BEFORE THE EFFECTIVE DATE OF CANCELLATION IF WE CANCEL FOR NON-PAYMENT OF PREMIUM; OR

   B. 90 DAYS BEFORE THE EFFECTIVE DATE OF CANCELLATION IF WE CANCEL FOR ANY OTHER REASON.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

ENDORSEMENT

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-8-2238268 , issued by the Mutual Service Casualty Insurance Company:

DEDUCTIBLE LIABILITY INSURANCE
CONTINUED

SCHEDULE

DIVISION	(GENERAL LIABILITY COVERAGE AND AUTOMOBILE LIABILITY COMBINED)	AMOUNT OF DEDUCTIBLE
PETROLEUM	BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY COMBINED	$1,000,000 PER OCC. $3,000,000 AGGR.
TRANSPORTATION	BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY COMBINED	$ 100,000 PER OCC. $1,000,000 AGGR.
CENEX LTD.	BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY COMBINED	$ 250,000 PER OCC. $1,000,000 AGGR.
CORPORATE ADMINISTRATION	BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY COMBINED	$ 100,000 PER OCC. $1,000,000 AGGR.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE ABOVE STATED DEDUCTIBLES APPLY AS FOLLOWS:

ALL LOSSES WITHIN THE PER OCCURRENCE LIMIT FOR THE TRANSPORTATION, CENEX LTD. AND CORPORATE ADMINISTRATION DIVISIONS REDUCE BOTH THEIR RESPECTIVE AGGREGATE LIMITS AND THE PETROLEUM DIVISIONS AGGREGATE.

PETROLEUM DIVISION LOSSES REDUCE ITS STATED AGGREGATE ONLY. IN NO WAY DO LOSSES WITHIN THIS DIVISION AFFECT EITHER THE PER OCCURRENCE, OR AGGREGATE DEDUCTIBLE LIMITS OF THE THREE REMAINING DIVISIONS.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

ENDORSEMENT #5

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-8-2238268 , issued by the Mutual Service Casualty Insurance Company:

AMENDATORY ENDORSEMENT - ADDITIONAL DEFINITION

IT IS AGREED THAT THE FOLLOWING DEFINITION IS ADDED:

"LOADING OR UNLOADING", WITH RESPECT TO AN AUTOMOBILE, MEANS THE HANDLING OF PROPERTY AFTER IT IS MOVED FROM THE PLACE WHERE IT IS ACCEPTED FOR MOVEMENT INTO OR ONTO AUTOMOBILE OR WHILE IT IS IN OR ON AN AUTOMOBILE OR WHILE IT IS BEING MOVED FROM AN AUTOMOBILE TO THE PLACE WHERE IT IS FINALLY DELIVERED, BUT "LOADING OR UNLOADING" DOES NOT INCLUDE THE MOVEMENT OF PROPERTY BY MEANS OF A MECHANICAL DEVICE (OTHER THAN A HAND TRUCK) NOT ATTACHED TO THE AUTOMOBILE.

All other terms and conditions of the policy remain unchanged.

C W Quandt

Authorized Representative

ENDORSEMENT #6

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-8-2238268 , issued by the Mutual Service Casualty Insurance Company:

ADDITIONAL INSURED - WORKING INTEREST

IT IS AGREED THAT:

THE UNQUALIFIED WORD "INSURED" SHALL WITH RESPECT TO DEVELOPMENT, MANAGEMENT AND OPERATION OF OIL AND GAS PROPERTIES ALSO INCLUDE ANY CO-OWNER, JOINT VENTURER OR MINING PARTNER WHO IS REPRESENTED BY THE INSURED AS AGENT, OR HAS OBTAINED THROUGH THE NAMED INSURED OR SHARES WITH THE NAMED INSURED, A FINANCIAL INTEREST IN SUCH PROPERTIES AND PARTICIPATES IN THE COST OF DEVELOPMENT AND OPERATIONS OF SUCH PROPERTIES.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

3UG-14 (2-74)

POLICY NUMBER: TGA-8-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 11 11 85

ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You): ANY PREMISES LEASED
2. Name of Person or Organization (Additional Insured): AS SHOWN ON CERTIFICATE OF INSURANCE
3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

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POLICY NUMBER: TGA-8-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 12 11 85

ADDITIONAL INSURED—STATE OR POLITICAL SUBDIVISIONS—PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State or Political Subdivision:

ANY STATE OR POLITICAL SUBDIVISION

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
   a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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POLICY NUMBER: TGA-8-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 15 11 85

ADDITIONAL INSURED—VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Vendor): ALL VENDORS OF NAMED INSUREDS PRODUCTS

Your Products: VARIOUS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "vendor") shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional provisions:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   g. Products which, after distribution or sale by you, 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. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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POLICY NUMBER: TGA-8-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 24 11 85

ADDITIONAL INSUREDS—OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation of Premises (Part Leased to You): S/W 1/4 OF SECTION 19-37S-6W, WILLAMETTE MERIDIAN, JOSEPHINE COUNTY, OREGON

Name of Person or Organization: IDEAL BASIC INDUSTRIES

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land;
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

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POLICY NUMBER: TGA-8-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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ADDITIONAL INSURED—LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

AS IDENTIFIED AND INCLUDED ON CERTIFICATES OF INSURANCE ON FILE WITH THE COMPANY LIMITED TO THE INTEREST AS SHOWN ON THE CERTIFICATE OF INSURANCE.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

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POLICY NUMBER: TGA-8-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 18 11 85

ADDITIONAL INSURED—MORTGAGEE, ASSIGNEE, OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

AS IDENTIFIED AND INCLUDED ON CERTIFICATES OF INSURANCE ON FILE WITH THE COMPANY LIMITED TO THE INTEREST AS SHOWN ON THE CERTIFICATE OF INSURANCE.

Designation of Premises:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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POLICY NUMBER: TGA-8-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 21 16 11 85

EXCLUSION—DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Professional Services:

1. ACCOUNTANT

2.

3.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any professional services shown in the Schedule, this insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" due to the rendering or failure to render any professional service.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following: LIMIT $1,000,000/$1,000,000

COMMERCIAL GENERAL LIABILITY COVERAGE PART (CG 00 01).

The following is added under **SECTION I — COVERAGES:**

COVERAGE D. EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages on account of any claim made against the insured by any employee, former employee, or their beneficiaries or legal representatives, for injury caused by any negligent act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, in the "administration" of the insured's "employee benefits" program. We will have the right and duty to defend any "suit" seeking such damages. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS.** But:

(1) The amount we will pay for damages is limited as described hereafter in **5. Limits of Insurance;**

(2) We may investigate any claim or "suit" at our discretion, but we will not make settlement or compromise any claim or "suit" without the insured's written consent; and

(3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under the Section I liability coverage or medical expenses under Coverage C.

b. This coverage applies only to claims which:

(1) come under the legal jurisdiction of a court of law or a court of equity within the "coverage territory;" and

(2) result from negligent acts, errors or omissions of the insured in the "administration" of your "employee benefits" program, provided the claim is made or "suit" is brought during the policy period and, at the effective date of this endorsement, the insured had no knowledge of or could not have reasonably foreseen any circumstances which might result in a claim or "suit."

2. Exclusions.

This insurance does not apply to:

a. any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination, or humiliation;

b. "bodily injury," "property damage," "personal injury" or "advertising injury;"

c. any claim for failure of performance of contract by any insurer;

d. any claim based upon the insured's failure to comply with any law concerning Workers' Compensation, Unemployment Insurance, Social Security or Disability Benefits;

e. any claim based upon (1) failure of stock shares to perform as represented by an insured, (2) advice given by an insured to an employee to participate or not to participate in any stock subscription plan, or (3) the investment or non-investment of funds;

f. any claim based upon any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations or responsibilities, imposed by the Federal Employee Retirement Income Security Act of 1974.

3. **Who is an Insured.**

SECTION II — WHO IS AN INSURED is replaced by the following (applicable to Employee Benefits Liability Coverage only).

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

(3) An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

b. Each of the following is also an insured:

(1) Your employees who are authorized to act in the "administration" of your "employee benefits" program.

(2) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

(3) Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:

(a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(b) Coverage under this provision does not apply to claims arising out of any negligent act, error or omission that occurred before you acquired or formed the organization.

4. **Additional Definitions.**

a. "Employee benefits" means group life insurance, group health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation or savings plans, workers' compensation, unemployment insurance, social security and disability benefits insurance.

b. "Administration" means:

(1) Giving counsel to employees with respect to the "employee benefits" program;

(2) Interpreting the "employee benefits" program;

(3) Handling of records in connection with the "employee benefits" program;

(4) Effecting enrollment, termination or cancellation of employees under the "employee benefits" program;

provided all such acts are authorized by you.

c. For purposes of this endorsement only, "suit" means a civil proceeding in which damages because of any act, error or omission included under Employee Benefits Liability Coverage are alleged. "Suit" includes an arbitration proceeding alleging such damages to which the insured must submit or submit with our consent.

5. Limits of Insurance.

Applicable to Employee Benefits Liability Coverage only (this provision does not increase the Limits of Insurance):

1. The Each Occurrence Limit is the most we will pay for all damages arising out of any one claim.

2. The General Aggregate Limit applies to this coverage. Paragraph **2.b.** (SECTION III — LIMITS OF INSURANCE) in the Commercial General Liability Coverage Form is amended to include reference to Coverage D.

6. Additional Conditions.

The terms of this coverage in conflict with statutes of the state where this policy is issued are changed to conform with those statutes.

7. Supplementary Payments.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is extended to apply to coverage provided by this endorsement.

Mutual Service Casualty Insurance Company

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ENDORSEMENT #7

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-8-2238268 , issued by the Mutual Service Casualty Insurance Company:

FELLOW EMPLOYEE COVERAGE

WHO IS AN INSURED PARAGRAPH 2A. IS AMENDED AS FOLLOWS:

2. EACH OF THE FOLLOWING IS ALSO AN INSURED:

A. YOUR EMPLOYEES, OTHER THAN YOUR EXECUTIVE OFFICERS, BUT ONLY FOR ACTS WITHIN THE SCOPE OF THEIR EMPLOYMENT BY YOU. HOWEVER, NONE OF THESE EMPLOYEES IS AN INSURED FOR:

1) "BODILY INJURY" OR "PERSONAL INJURY" TO YOU OR TO A CO-EMPLOYEE WHILE IN THE COURSE OF HIS OR HER EMPLOYMENT UNLESS CAUSED BY A DIRECTOR, OFFICER, MANAGER, DEPARTMENT HEAD, OR SUPERVISOR, WHILE IN THE SCOPE OF HIS OR HER EMPLOYMENT; OR

2) "BODILY INJURY" OR "PERSONAL INJURY" ARISING OUT OF HIS OR HER PROVIDING OR FAILING TO PROVIDE PROFESSIONAL HEALTH CARE SERVICES; OR

3) "PROPERTY DAMAGE" TO PROPERTY OWNED OR OCCUPIED BY OR RENTED OR LOANED TO THAT EMPLOYEE, ANY OF YOUR OTHER EMPLOYEES, OR ANY OF YOUR PARTNERS OR MEMBERS (IF YOU ARE A PARTNERSHIP OR JOINT VENTURE).

All other terms and conditions of the policy remain unchanged.

Authorized Representative

ENDORSEMENT #8

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-8-2238268 , issued by the Mutual Service Casualty Insurance Company:

PUMPING OPERATIONS

WE AGREE TO WAIVE OUR RIGHT TO ASSERT THE EXCLUSION UNDER GENERAL LIABILITY INSURANCE COVERAGE FORM CG-0001 SUBSECTION OF SECTION 2 EXCLUSIONS WHICH STATES "THIS INSURANCE DOES NOT APPLY TO PROPERTY DAMAGE TO 3) PERSONAL PROPERTY IN YOUR CARE, CUSTODY OR CONTROL:

THE WAIVER APPLIES TO SITUATIONS IN WHICH YOU ARE PUMPING LP GAS OR SIMILAR FLUIDS, FROM OVERTURNED RAILROAD CARS, TANK TRUCKS OR TRAILER TANKS AS AN ACCOMMODATION TO THE OWNER OF SAID UNIT.

WE FURTHER AGREE THAT BEFORE YOU BEGIN THIS ACTIVITY, YOU WILL OBTAIN A RELEASE OF LIABILITY OR HOLD-HARMLESS AGREEMENT FROM THE OWNER OF SAID TANK OF CONTAINER.

ALL OTHER CONDITIONS REMAIN THE SAME.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

ENDORSEMENT #9

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-8-2238268 , issued by the Mutual Service Casualty Insurance Company:

IT IS AGREED THAT THIS POLICY COVERS THE LIABILITY ASSUMED BY THE INSURED UNDER TRACT LEASE NO. 19789-D DATED APRIL 20, 1984, ISSUED BY THE SOO LINE RAILROAD COMPANY FOR TRACK IN THE NW 1/4, SECTION 31, TOWNSHIP 150 NORTH, RANGE 72 WEST, IN WELLS COUNTY, NORTH DAKOTA.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

3UG-14 (2-74)

ENDORSEMENT #10

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-8-2238268 , issued by the Mutual Service Casualty Insurance Company:

REVISED NOTICE OF OCCURRENCE ENDORSEMENT

IT IS AGREED THAT THE CONDITIONS OF THE GENERAL PROVISIONS IS AMENDED TO READ:

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 THEREIN, AND THE NAMES AND ADDRESSES OF THE INJURED, SHALL BE GIVEN BY OR FOR THE INSURED TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS AS SOON AS PRACTICABLE AFTER THE OFFICE OF SUPERVISOR, CORPORATE RISK MANAGEMENT HAS BEEN NOTIFIED OF SUCH ACCIDENT. THE NAMED INSURED SHALL PROMPTLY TAKE AT ITS EXPENSE ALL REASONABLE STEPS TO PREVENT OTHER BODILY INJURY OR PROPERTY DAMAGE FROM ARISING OUT OF THE SAME OR SIMILAR CONDITIONS, BUT SUCH EXPENSE SHALL NOT BE RECOVERABLE UNDER THIS POLICY.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

ENDORSEMENT #11

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-8-2238268 , issued by the Mutual Service Casualty Insurance Company:

"IN REM"

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY, COVERAGE SHALL NOT BE DENIED SOLELY ON THE GROUNDS THAT THE CLAIM OR SUIT AGAINST THE INSURED IS BASED ON AN "IN REM" PROCEEDING.

All other terms and conditions of the policy remain unchanged.

C W Quandt
Authorized Representative

ENDORSEMENT #12

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-8-2238268 , issued by the Mutual Service Casualty Insurance Company:

CONTRACTUAL LIABILITY CHANGE

WE AGREE THE DEFINITION OF "INSURED CONTRACT" SHOWN ON PAGE 8 OF FORM CG-0001 IS CHANGED IN PART AS FOLLOWS:

6.(G.) THAT PART OF ANY OTHER CONTRACT OR AGREEMENT PERTAINING TO YOUR BUSINESS UNDER WHICH YOU ASSUME THE TORT LIABILITY OF ANOTHER TO PAY DAMAGES BECAUSE OF "BODILY INJURY" OR "PROPERTY DAMAGE" TO A THIRD PERSON OR ORGANIZATION. TORT LIABILITY MEANS A LIABILITY THAT WOULD BE IMPOSED BY LAW IN THE ABSENCE OF ANY CONTRACT OR AGREEMENT.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-8-2238268 , issued by the Mutual Service Casualty Insurance Company:

ADDITIONAL INSURED (LICENSOR)

IN CONSIDERATION OF THE PREMIUM CHARGED FOR THE POLICY OR POLICIES TO WHICH THIS ENDORSEMENT IS ATTACHED, IT IS UNDERSTOOD AND AGREED THAT THE OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, AND OREGON CORPORATION, AND ITS LESSEE, UNION PACIFIC RAILROAD COMPANY, A UTAH CORPORATION, (HEREINAFTER COLLECTIVELY CALLED "LICENSOR"), ARE ADDITIONAL INSUREDS, BUT ONLY AS RESPECTS ANY AND ALL LIABILITY, DAMAGES, RECOVERIES, JUDGMENTS, COST, EXPENSES, CHARGES AND DEMANDS, ON ACCOUNT OF INJURIES TO OR DEATH OF PERSONS WHOMSOEVER (INCLUDING WITHOUT LIMITATION THE LICENSOR'S AGENT, SERVANTS AND EMPLOYEES) OR LOSS OR DESTRUCTION OF OR DAMAGE TO PROPERTY WHATSOEVER (INCLUDING WITHOUT LIMITATION PROPERTY OWNED, LEASED, OCCUPIED OR USED BY OR IN THE CARE, CUSTODY AND CONTROL OF THE LICENSOR OR ANY EMPLOYEE OF THE LICENSOR) RESULTING FROM THE MAINTENANCE OR USE OF AN UNLOADING PIT UPON THE LICENSOR'S RIGHT-OF-WAY AND UNDER ITS TRACKS AT OR NEAR MADRAS, JEFFERSON COUNTY, OREGON, AS MORE PARTICULARLY DESCRIBED IN AGREEMENT DATED JUNE 18, 1965, AS EXTENDED, ASSIGNED AND AMENDED, BY AND BETWEEN THE LICENSOR AND THE INSURED, OR RESULTING FROM THE USE THEREOF BY THE INSURED, THE INSURED'S AGENTS, SERVANTS, EMPLOYEES, PATRONS OR CUSTOMERS, CONTRACTORS, SUBCONTRACTORS, OR BY ANY OTHER PERSON OR PERSONS OTHER THAN AGENTS, SERVANTS OR EMPLOYEES OF THE LICENSOR, WHETHER CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OF THE LICENSOR, THE LICENSOR'S AGENTS, SERVANTS AND EMPLOYEES, OR OTHERWISE. THE INSURANCE COMPANY AGREES TO APPEAR AND DEFEND, IN THE NAME OF THE LICENSOR, ANY SUIT OR ACTION AT LAW BROUGHT AGAINST THE LICENSOR ON ACCOUNT OF ANY SUCH PERSON INJURIES OR DEATH, OR LOSS OF, DESTRUCTION OF, OR DAMAGE TO PROPERTY, AND TO PAY AND SATISFY ANY FINAL JUDGMENT THAT MAY BE RENDERED AGAINST THE LICENSOR IN ANY SUCH SUIT OR ACTION AT LAW.

ANY AND ALL EXCLUSIONS AND PROVISIONS OF THE POLICY OR POLICIES TO WHICH THIS ENDORSEMENT IS ATTACHED WHICH ARE INCONSISTENT WITH THE COVERAGE SPECIFIED IN THIS ENDORSEMENT SHALL BE AND ARE HEREBY SUPERSEDED.

All other terms and conditions of the policy remain unchanged.

C W Daniels
Authorized Representative

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-8-2238268 , issued by the Mutual Service Casualty Insurance Company:

ADDITIONAL INSURED (LICENSOR) CONTINUED

THE COVERAGE UNDER THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED IS PRIMARY AND EXCLUSIVE OF ANY CARRIED BY THE LICENSOR, AND SHALL BE EXHAUSTED FIRST, NOTWITHSTANDING THE FACT THAT THE LICENSOR MAY HAVE OTHER VALID AND COLLECTIBLE INSURANCE COVERING THE SAME RISK.

THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL NOT BE CANCELLED, ALTERED, TERMINATED OR AMENDED BY THE INSURANCE COMPANY OR ITS AGENT OR AGENTS UNLESS THE LICENSOR IS GIVEN AT LEAST THIRTY (30) DAYS WRITTEN NOTICE OF INTENT TO CANCEL OR TERMINATE SUCH POLICY.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

ENDORSEMENT #14

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-8-2238268 , issued by the Mutual Service Casualty Insurance Company:

NON-OWNED WATERCRAFT

WE AGREE EXCLUSION G. (2) ON PAGE 2 OF FORM CG-0001(11-85) IS CHANGED AS FOLLOWS:

2). A WATERCRAFT YOU DO NOT OWN THAT IS:

A. LESS THAN 50 FEET LONG THAT IS:

B. NOT BEING USED TO CARRY PERSONS OR PROPERTY FOR A CHARGE.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

ENDORSEMENT #15

Effective 9-30-88 ,12:01 a.m. standard time, this endorsement forms a part of

Policy No. TGA-8-2238268 , issued by the Mutual Service Casualty Insurance Company:

IT IS AGREED THAT THIS POLICY COVERS THE LIABILITY ASSUMED BY THE INSURED UNDER LEASE NO. 26030 DATED OCTOBER 16, 1986 ISSUED BY THE SOO LINE RAILROAD COMPANY FOR TRACK IN THE SE 1/4, NE 1/4 OF SECTION 17, TOWNSHIP 23 NORTH RANGE 17 IN BLACK CREEK, OUTAGAMIE COUNTY, WISCONSIN.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

3UG-14 (2-74)

MUTUAL POLICY CONDITIONS

MUTUALITY: While this or any other policy issued by us is in force, you are a member of the company and entitled to a single vote at all meetings of the members. You are entitled to any dividends declared by the Board of Directors on your policy under conditions set by law and that board.

ANNUAL MEETING NOTICE: The annual meetings of the members of the company are held in the home office at Arden Hills, Minnesota at 10:00 a.m. on the second Tuesday in February.

NON-ASSESSABLE POLICY: This policy is non-assessable, which means that your responsibility for our obligation is limited to the premium charged for your insurance.

This policy is signed on behalf of Mutual Service Casualty Insurance Company by its President and Secretary at Arden Hills, Minnesota, and countersigned in the Declarations by an Authorized Representative of our company.

Secretary

President

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATIONS OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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POLICY NUMBER: TGA-8-2238268

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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UNDERGROUND RESOURCES AND EQUIPMENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Underground Resources and Equipment Hazard Property Damage $ 1,000,000 Aggregate Limit

Description of Operations:

Gasoline Recovery—From casing head or natural gas
Oil or Gas Lease operations—natural gas
Oil or Gas Lease Operations—natural gas—within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay
Oil or Gas Wells—cleaning or swabbing by contractors
Oil or Gas Wells—cleaning or swabbing by contractors—within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay.
Oil or Gas Wells—drilling or redrilling, installation or recovery of casing
Oil or Gas Wells—drilling or redrilling, installation or recovery of casing—within the limits of any town or city, on the right-of-way of any railroad
Oil or Gas Wells—servicing—by contractors
Oil or Gas Wells—shooting

The following provisions are added with respect to "property damage" included within the "underground resources and equipment hazard" arising out of the operations performed by you or on your behalf and described in this endorsement:

1. With respect to "property damage" included within the "underground resources and equipment hazard" the following is added to LIMITS OF INSURANCE (Section III):

   8. Subject to 5. above, the Underground Resources and Equipment Property Damage Aggregate Limit shown in the Schedule or in the Declarations as subject to this endorsement is the most we will pay under Coverage A for the sum of damages because of all "property damage" included within the "underground resources and equipment hazard" and arising out of operations in connection with any one well.

2. The following exclusions are added to COVERAGE A (Section I): This insurance does not apply to:

   1. Any costs or expense incurred by you or at your request or by or at the request of any "co-owner of the working interest" in connection with controlling or bringing under control any oil, gas or water well;

   2. Damages claimed by any "co-owner of the working interest".

3. The following additional definitions apply:

   "Underground resources and equipment hazard" includes "property damage" to any of the following:

   1. Oil, gas, water or other mineral substances which have not been reduced to physical possession above the surface of the earth or above the surface of any body of water;

   2. Any well, hole, formation, strata or area in or through which exploration for or production of any substance is carried on;

   3. Any casing, pipe, bit, tool, pump or other drilling or well servicing machinery or equipment located beneath the surface of the earth in any such well or hole or beneath the surface of any body of water.

   "Co-owner of the working interest" means any person or organization who is, with you, a co-owner, joint venturer or mining partner in mineral properties who:

   1. Participates in the operating expense of such properties; or

   2. Has the right to participate in the control, development or operation of such properties.

4. Upon the "occurrence" of a blow-out or cratering of any oil, gas or water well resulting from or in connection with operations performed by you or on your

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behalf, you agree that you will at your own cost and expense, promptly and diligently take whatever steps are necessary or legally required of you or necessary for you or any other person to bring such well under control.

If you delay or fail to comply with this agreement, we will not be liable for any "property damage" included within the "underground resources or equipment hazard" resulting from the blow-out or cratering of any such well.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II—WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V—DEFINITIONS.

SECTION I—COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS—COVERAGES A AND B. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "suit" seeking those damages. But:

(1) The amount we will pay for damages is limited as described in SECTION III—LIMITS OF INSURANCE;

(2) We may investigate and settle any claim or "suit" at our discretion; and

(3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

b. 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".

c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions.

This insurance does not apply to:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract"; or

(2) That the insured would have in the absence of the contract or agreement.

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

e. "Bodily injury" to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) At or from premises you own, rent or occupy;

(b) At or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any person or organization for whom you may be legally responsible; or

(d) At or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) Any loss, cost, or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V.8).

h. "Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. "Property damage" to:

(1) Property you own, rent, or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in your care, custody or control;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. "Property damage" to "your product" arising out of it or any part of it.

l. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in SECTION III—LIMITS OF INSURANCE.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS—COVERAGES A AND B. We will have the right and duty to defend any "suit" seeking those damages. But:

(1) The amount we will pay for damages is limited as described in SECTION III—LIMITS OF INSURANCE;

(2) We may investigate and settle any claim or "suit" at our discretion; and

(3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

b. This insurance applies to "personal injury" only if caused by an offense:

(1) Committed in the "coverage territory" during the policy period; and

(2) Arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

c. This insurance applies to "advertising injury" only if caused by an offense committed:

(1) In the "coverage territory" during the policy period; and

(2) In the course of advertising your goods, products or services.

2. Exclusions.

This insurance does not apply to:

a. "Personal injury" or "advertising injury":

(1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or

(4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

b. "Advertising injury" arising out of:

(1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

(2) The failure of goods, products or services to conform with advertised quality or performance;

(3) The wrong description of the price of goods, products or services; or

(4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement.

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination,

at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions.

We will not pay expenses for "bodily injury":

a. To any insured.

b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. To a person injured on that part of premises you own or rent that the person normally occupies.

d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.

e. To a person injured while taking part in athletics.

f. Included within the "products-completed operations hazard".

g. Excluded under Coverage A.

h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS—COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.

2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $100 a day because of time off from work.

5. All costs taxed against the insured in the "suit".

6. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II—WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, none of these employees is an insured for:

(1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment; or

(2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or

(3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).

b. Any person (other than your employee), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission.

Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-employee of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or, the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III—LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C; and

b. Damages under Coverage A and Coverage B, except damages because of injury and damage included in the "products-completed operations hazard".

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of injury and damage included in the "products-completed operations hazard".

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy.**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Claim Or Suit.**

a. You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:

(1) How, when and where the "occurrence" took place; and

(2) The names and addresses of any injured persons and witnesses.

b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) That is Fire insurance for premises rented to you; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit.

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V—DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

b. Oral or written publication of material that violates a person's right of privacy;

c. Misappropriation of advertising ideas or style of doing business; or

d. Infringement of copyright, title or slogan.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or

c. All parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in a. above; or

(b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

6. "Insured contract" means:

a. A lease of premises;

b. A sidetrack agreement;

c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;

d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;

f. An elevator maintenance agreement; or

g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

b. 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

c. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

7. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is

accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing;

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

10. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication of material that violates a person's right of privacy.

11. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned.

b. "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials;

(3) Products or operations for which the classification in this Coverage Part or in our man-

ual of rules includes products or completed operations.

12. "Property damage" means:
    a. Physical injury to tangible property, including all resulting loss of use of that property; or
    b. Loss of use of tangible property that is not physically injured.
13. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.
14. "Your product" means:
    a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
        (1) You;
        (2) Others trading under your name; or
        (3) A person or organization whose business or assets you have acquired; and
    b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    "Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. and b. above.

    "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your work" means:
    a. Work or operations performed by you or on your behalf; and
    b. Materials, parts or equipment furnished in connection with such work or operations.

    "Your work" includes 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.