Declarations

The Travelers

The Travelers Insurance Company
The Travelers Indemnity Company
Hartford, Connecticut

DECLARATIONS

Comprehensive General Liability Policy Number RSLG 376172

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Item 1. Name of Insured: SOUTHERN ALKALI CORPORATION

Address (No. street, town, county, state): CORPUS CHRISTI, TEX.

Locations of all premises owned, rented or controlled by named insured (Enter "same" if same location as above address): SEE SCHEDULES

Interest of named insured in such premises (Enter "Owner," "General Lessee" or "Tenant"): TENANT   Part occupied by named insured: NOT DISCLOSED

Business of the named insured is: CHEMICAL MFG.

Item 2. Policy Period: From JUNE 28, 1949 to JUNE 28, 1950 12:01 A. M., standard time at the address of the named insured as stated herein.

Item 3.

	Coverages	Limits of Liability		Advance Premiums
The Travelers Insurance Company	A. Bodily Injury Liability	$ 100,000.	each person	S-3661.42
		$ 2,000,000.	each accident	E-$ 225.48
		$ 2,000,000.	aggregate products	
The Travelers Indemnity Company	B. Property Damage Liability	$ 1,000,000.	each accident	S-1582.50
		$ 1,000,000.	aggregate operations	E- 397.35
		$ 1,000,000.	aggregate protective	R-2759.36
		$ 1,000,000.	aggregate products	$
		$ 1,000,000.	aggregate contractual	

The letter "X" in any premium space shall mean that insurance is not afforded with respect to the coverage opposite thereto.

Symbol numbers of endorsements forming a part of the policy on its effective date: 3488-2945(2) 1221*(A-2) [illegible]

Total Advance Premium: S-$5243.92 E- 622.83 R- 2759.36

Item 4. The declarations are completed on attached schedules designated 1 TO 3 INCLUSIVE

Item 5. The schedules disclose all hazards insured hereunder known to exist at the effective date of this policy, *except as herein stated:* **

Date of Issue AUG. 6, 1949

**Absence of an entry in this item means "No exceptions."

JN

[illegible] AGENCY, INC.

Countersigned by W. C. H. [signature]

W. C. HALL [illegible]

C-4819 Ed. Dec. 1947 PRINTED IN U.S.A.

BB 0016321

The Travelers Insurance Company
and
The Trav lers Indemnity Company
Hartford, Connecticut

(Each a Stock Insurance Company, Herein Called the Company)

Severally Agree with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy, provided The Travelers Insurance Company shall be the insurer with respect to Coverage A and no other and The Travelers Indemnity Company shall be the insurer with respect to Coverage B and no other:

Insuring Agreements

I. Coverage A—Bodily Injury Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person and caused by accident.

Coverage B—Property Damage Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident.

II. Def nse, Settlement, Supplementary Payments. As respects the insurance afforded by the other terms of this policy the company shall:

(a) defend any suit against the insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;

(b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;

(c) pay all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;

(d) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;

(e) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request.

The amounts incurred under this insuring agreement, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this policy.

III. Definition of Insured. The unqualified word "insured" includes the named insured and also includes any partner, executive officer, director or stockholder thereof while acting within the scope of his duties as such.

IV. Policy Period, Territory. This policy applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, Canada or Newfoundland.

Exclusions

This policy does not apply:

(a) to liability assumed by the insured under any contract or agreement except a contract as defined herein;

(b) except with respect to operations performed by independent contractors, to watercraft while away from premises owned, rented or controlled by the named insured, automobiles while away from such premises or the ways immediately adjoining, or aircraft, or the loading or unloading thereof;

(c) **under Coverage A**, except with respect to liability assumed under contract covered by this policy, to bodily injury to or sickness, disease or death of any employee of the insured while engaged in the employment of the insured, or to any obligation for which the insured or any company as his insurer may be held liable under any workmen's compensation law;

(d) **under Coverage B**, to injury to or destruction of (1) property owned, occupied or used by or rented to the insured, or (2) except with respect to liability assumed under sidetrack agreements and the use of elevators or escalators, property in the care, custody or control of the insured, or (3) any goods or products manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises;

(e) **under Coverage B**, except with respect to liability assumed under contract covered by this policy and except in so far as this exclusion is stated in the declarations to be inapplicable, to (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, elevator tanks or cylinders, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators, in so far as any of these occur on or from premises owned or rented by the named insured and injure or destroy buildings or contents thereof.

Conditions

The conditions, except Conditions 8 and 9, apply to all coverages. Conditions 8 and 9 apply only to the coverage noted thereunder.

1. Premium. The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The premium stated in the declarations is an estimated premium only. Upon termination of this policy, the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

When used as a premium basis:

(1) the word "remuneration" means (a) the entire remuneration earned during the policy period by all employees of the named insured, other than drivers of teams or automobiles and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company, and subject with respect to each executive officer to a maximum and a minimum of $100 and $30 per week, and (b) the remuneration of each proprietor at a fixed amount of $2,000 per annum;

(2) the word "receipts" means the gross amount of money charged by the named insured for such operations by the named

(Continued on Page 3)

BB 0016322

D clarati ns Schedule 1 — Liability Policy Number RSLG-376172

Description of Hazards	Code No.	Premium Bases	Rates Coverage A	Rates Coverage B	Advance Premiums Coverage A	Advance Premiums Coverage B
(a) Premises—Operations		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration			
SEE SCHEDULES 2945					S402.38 E212.76	231.97 49.55 R1072.55
PER ENDORSEMENT 1721*(B)					S 54.04 E 18.07	75.20 18.88 R131.23
(b) Elevators		Number Insured	Per Elevator			
NO EXPOSURE ON EFFECTIVE DATE OF POLICY						
(c) Independent Contractors—Let or Sublet Work		Cost	Per $100 of Cost			
NO EXPOSURE ON EFFECTIVE DATE OF POLICY						
(d) Products (Including Completed Operations)		Sales	Per $1000 of Sales			
CHEMICALS-N.O.C.-(MANUFACTURER)	#033	8,000,000	S.40 E.124	.159 .041 R.194	3200.00 992.00	1272.00 328.00 1552.00
(e) Contractual		Number Insured	Per Contract			
NO EXPOSURE ON EFFECTIVE DATE OF POLICY						
		COMPREHENSIVE PREMIUM		S E	5.00 2.65	3.33 .92 R 3.58
		Total Advance Premiums			$ S-3661.42 E-1225.48	$ 1582.50 397.35 R2759.35

Date of Issue

3488

C-4933 PRINTED IN U.S.A.

BB 0016323

THE TRAVELERS

Declarations Schedule 2 Liability Policy Number RSLG-376172

Description of Hazards	Code No.	Premium Bases	Rates Coverage A	Rates Coverage B	Advance Premiums Coverage A	Advance Premiums Coverage B
(1)DRAUGHTSMEN	3485					
(2)STEVEDORING-BY HAND OR BY MEANS OF HAND TRUCKS EXCLUSIVELY-NO HOISTING OF CARGO-N.P.D. WITH "STEVEDORING-N.O.C." IN CONNECTION WITH THE LOADING OR UNLOADING OF ANY ONE VESSEL-<u>INCLUDING COVERAGE FOR ACCIDENTS, OTHER THAN ACCIDENTS ON BOARD VESSELS, WHICH OCCUR AT THE SITE OF THE OPERATIONS AND AFTER THE OPERATIONS HAVE BEEN COMPLETED OR ABANDONED.</u>	3435					
(3)MANUFACTURING OF VARIOUS ALKALI PRODUCTS INCLUDING CHLORINE GAS RATED AS: CHEMICAL MFG.-N.O.C.	2471					
(4)CLERICAL OFFICE EMPLOYEES-N.O.C.	3485					
(5)SALESMEN, COLLECTORS OR MESSENGERS-OUTSIDE	3484					
(6)VESSELS-BARGES, SCOWS, CANAL BOATS OR LIGHTERS, OR SAILING VESSELS-N.O.C.-EXCLUDING WHARF AND WATER-FRONT PROPERTY OWNED BY OR RENTED TO THE INSURED AND USED FOR FREIGHT OR PASSENGER PURPOSES, AND WITH RESPECT TO BODILY INJURY LIABILITY, EXCLUDING THE PASSENGER HAZARD-(STEVEDORING OPERATIONS TO BE SEPARATELY RATED).	3441					
<u>LOCATIONS</u>	<u>OPERATIONS</u>	(C)	(C)	(C)		
STATE OF N.Y. #31	(5) 3484	23,000.	S.01	.019	2.30	4.37
			E.005	.004	.12	.92
				R.024		5.52
	(4) 3485	1,600.	S.005	.006	.08	.10
			E.0027	.002	.04	.03
				R.008		.13
STATE OF LA. #17	(1) 3485	IF ANY	S.005	.006		
			E.0027	.002		
				R.008		
	(2)3435	IF ANY	S.15	.188		
			E.080	.039		
				R.243		

Date of Issue
6-8-49

Total Advance Premiums

2945
C-2600 PRINTED IN U.S.A.

BB 0016324

THE TRAVELERS

Declarations Schedule 5 Liability Policy Number RSLG-376172

Description of Hazards	Code No.	Premium Bases	Rates Coverage A	Rates Coverage B	Advance Premiums Coverage A	Advance Premiums Coverage B
LOCATIONS	OPERATIONS	(C)	(C)	(C)		
STATE OF LA.,#17 (CONT'D.)	(3) 2471	1100000.	S.035	.019	385.00	209.00
			E.0186	.004	204.60	44.00
				R.094		1034.00
	(4) 3485	100,000.	S.005	.006	5.00	6.00
			E.0027	.002	2.70	2.00
				R.008		8.00
					MINIMUM	
	(6) 3441	IF ANY	S.65	1.438	10.00	12.50
			E.345	.299	5.30	3.60
				R1.863		24.90

Date of Issue
8-8-49

Total Advance Premiums ~~3402.35~~ ~~251.97~~
E212.76 49.55
R-1072.55

2945
C-2600 PRINTED IN U.S.A.

BB 0016325

Effective from JUNE 28, 1949 Amending Policy numbered RSLG-376172
At 12:01 A. M. Standard Time

Issued to SOUTHERN ALKALI CORPORATION

It is agreed that as of the effective date hereof the Policy is amended in the following particulars:

"OCCURRENCE" ENDORSEMENT

THE WORDS "AND CAUSED BY ACCIDENT" ARE ELIMINATED FROM COVERAGE A-BODILY INJURY LIABILITY AND THE WORDS "CAUSED BY ACCIDENT" ARE ELIMINATED FROM COVERAGE B-PROPERTY DAMAGE LIABILITY.

THE WORD "ACCIDENT" WHEREVER IT APPEARS IN THE POLICY OR IN ENDORSEMENTS MADE A PART OF THE POLICY IS AMENDED TO READ "OCCURRENCE." THE WORD "OCCURRENCE" MEANS AN ACCIDENT OR A CONTINUOUS OR REPEATED EXPOSURE TO CONDITIONS, WHICH RESULTS IN INJURY DURING THE POLICY PERIOD. ALL DAMAGES ARISING OUT OF SUCH EXPOSURES TO SUBSTANTIALLY THE SAME GENERAL CONDITIONS SHALL BE CONSIDERED AS ARISING OUT OF ONE OCCURRENCE.

1721*

THE POLICY DOES NOT APPLY TO INJURY INTENTIONALLY CAUSED BY THE INSURED.

(A)

ADVANCE PREMIUM FOR THIS ENDORSEMENT-

COVERAGE A	$S-54.04 $E-18.07
COVERAGE B	$S-75.20 $E-18.88 $R-131.23

Date of Issue

8-8-49

Changes affecting insurance afforded by The Travelers Insurance Company are executed for that Company only. Changes affecting insurance afforded by The Travelers Indemnity Company are executed for that Company only. Changes affecting insurance afforded by The Travelers Fire Insurance Company are executed for that Company only.

THE TRAVELERS INSURANCE COMPANY	THE TRAVELERS INDEMNITY COMPANY	THE TRAVELERS FIRE INSURANCE COMPANY
Chas. J. Haugh Secretary, Compensation and Liability Dept.	S. A. Klein Secretary	W. R. Rearick Secretary

Countersigned by W. C. Hall

W. C. HALL, Vice-Pres.

C-444Y PRINTED IN U.S.A.

BB 0016326

Effective from JUNE 28, 1949 Amending Policy numbered RSLG-376172
At 12:01 A. M. Standard Time

Issued to SOUTHERN ALKALI CORPORATION

It is agreed that as of the effective date hereof the Policy is amended in the following particulars:

1721 ★ COVERAGE PROVIDED BY THIS POLICY IS RESTRICTED TO LOCATIONS DEFINED IN THE DECLARATIONS OF THE POLICY.

(B)

Date of Issue

8-8-49

Changes affecting insurance afforded by The Travelers Insurance Company are executed for that Company only. Changes affecting insurance afforded by The Travelers Indemnity Company are executed for that Company only. Changes affecting insurance afforded by The Travelers Fire Insurance Company are executed for that Company only.

THE TRAVELERS INSURANCE COMPANY THE TRAVELERS INDEMNITY COMPANY THE TRAVELERS FIRE INSURANCE COMPANY

G. E. Peterson
Secretary, Compensation and Liability Dept.

S. A. Klein
Secretary

W. R. Learick
Secretary

Countersigned by W. C. Hall
W. C. HALL, Vice-Pres.

C-444Y SMALL PRINTED IN U S A

BB 0016327

Effective from JUNE 28, 1949 Amending Policy numbered RSLG-376172
At 12:01 A. M. Standard Time

Issued to SOUTHERN ALKALI CORPORATION

It is agreed that as of the effective date hereof the Policy is amended in the following particulars:

1721 ★
(c)

SUCH INSURANCE AS IS AFFORDED UNDER THE PRODUCTS HAZARDS APPLIES ALSO WITH RESPECT TO ANY ACCIDENT OCCURRING DURING THE POLICY PERIOD OUTSIDE OF THE UNITED STATES OF AMERICA, CANADA OR NEWFOUNDLAND, PROVIDED CLAIM IS MADE AND ORIGINAL SUIT IS BROUGHT AGAINST THE INSURED WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS, CANADA OR NEWFOUNDLAND.

Date of Issue
8-8-49

Changes affecting insurance afforded by The Travelers Insurance Company are executed for that Company only. Changes affecting insurance afforded by The Travelers Indemnity Company are executed for that Company only. Changes affecting insurance afforded by The Travelers Fire Insurance Company are executed for that Company only.

THE TRAVELERS INSURANCE COMPANY THE TRAVELERS INDEMNITY COMPANY THE TRAVELERS FIRE INSURANCE COMPANY

G. E. Peterson
Secretary, Compensation and Liability Dept.

L. A. Klein
Secretary

W. R. Rearick
Secretary

Countersigned by

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BB 0016328

Effective from JUNE 28, 1949 Amending Policy numbered RSLG-376172
At 12:01 A. M. Standard Time

Issued to SOUTHERN ALKALI CORPORATION

It is agreed that as of the effective date hereof the Policy is amended in the following particulars:

1721 ★ EXCLUSION (A) DOES NOT APPLY TO BARGES OPERATED BY THE NAMED INSURED.

(D)

Date of Issue
8-8-49

Changes affecting insurance afforded by The Travelers Insurance Company are executed for that Company only. Changes affecting insurance afforded by The Travelers Indemnity Company are executed for that Company only. Changes affecting insurance afforded by The Travelers Fire Insurance Company are executed for that Company only.

THE TRAVELERS INSURANCE COMPANY THE TRAVELERS INDEMNITY COMPANY THE TRAVELERS FIRE INSURANCE COMPANY

G. E. Peterson
Secretary, Compensation and Liability Dept.

S. A. Klein
Secretary

M. L. Rearick
Secretary

Countersigned by W. C. Hall
W. C. HALL, Vice-Pres.

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BB 0016329

Effective from JUNE 28, 1949 Amending Policy numbered RSLG-376172
At 12:01 A. M. Standard Time

Issued to SOUTHERN ALKALI CORPORATION

It is agreed that as of the effective date hereof the Policy is amended in the following particulars:

1721 ★

(E)

THE LIMITS OF LIABILITY STATED IN THIS POLICY SHALL IN NO EVENT BE CUMULATIVE WITH THE LIMITS OF LIABILITY STATED IN CONCURRENT LIABILITY POLICY RSLG-2375371.

Date of Issue
8-6-49

Changes affecting insurance afforded by The Travelers Insurance Company are executed for that Company only. Changes affecting insurance afforded by The Travelers Indemnity Company are executed for that Company only. Changes affecting insurance afforded by The Travelers Fire Insurance Company are executed for that Company only.

THE TRAVELERS INSURANCE COMPANY THE TRAVELERS INDEMNITY COMPANY THE TRAVELERS FIRE INSURANCE COMPANY

G. C. Peterson
Secretary, Compensation and Liability Dept.

L. A. Klein
Secretary

W. R. Rearick
Secretary

Countersigned by W. C. Hall
W. C. HALL, Vice-Pres.

C-444Y SMALL PRINTED IN U.S.A.

BB 0016330

Effective from JUNE 28, 1949 Amending Policy numbered RSLG-376172
At 12:01 A. M. Standard Time

Issued to SOUTHERN ALKALI CORPORATION

It is agreed that as of the effective date hereof the Policy is amended in the following particulars:

DEPOSIT PREMIUM ENDORSEMENT

1721 (F) ★

THE DEPOSIT PREMIUM STATED IN THE POLICY IS THE SUM OF:
S-5235.59
E-1619.26
R-2755.78

S- 8.33 A PERCENTAGE OF THE ANNUAL PREMIUM SUBJECT TO
E- 3.57 AUDIT AND THE FLAT CHARGE PREMIUM PAYABLE IN
R- 3.58 ADVANCE.

Date of Issue
8-8-49

Changes affecting insurance afforded by The Travelers Insurance Company are executed for that Company only. Changes affecting insurance afforded by The Travelers Indemnity Company are executed for that Company only. Changes affecting insurance afforded by The Travelers Fire Insurance Company are executed for that Company only.

THE TRAVELERS INSURANCE COMPANY THE TRAVELERS INDEMNITY COMPANY THE TRAVELERS FIRE INSURANCE COMPANY

G. E. Peterson
Secretary, Compensation and Liability Dept.

L. A. Klein
Secretary

W. R. Rearick
Secretary

Countersigned by W. C. Hall
W. C. HALL, Vice-Pres

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BB 0016331

PERIODICAL PREMIUM PAYMENT

1. **Deposit Premium**—In lieu of the payment in advance of the entire advance premium stated in this Policy, the Employer or Insured shall pay upon delivery of this Policy the sum expressed in the Declarations and hereinafter referred to as the deposit premium.

2. **Premium Adjustment Days**—Such one of the following sections of this endorsement applies as is indicated by entry of the endorsement symbol number 3578 and section symbol in the space in the Declarations of the Policy for "Symbol numbers of endorsements forming a part of the Policy on its effective date."

   Section M (3578M)—Monthly—A date one calendar month after the date upon which this Policy Period begins shall be known as the first adjustment day and the corresponding date of each successive month thereafter, including the date of expiration of this Policy Period, shall be known as adjustment days.

   Section Q (3578Q)—Quarterly—A date three calendar months after the date upon which this Policy Period begins shall be known as the first adjustment day and the corresponding date of each successive third month thereafter, including the date of expiration of this Policy Period, shall be known as adjustment days.

   Section S (3578S)—Semi-annual—A date six calendar months after the date upon which this Policy Period begins shall be known as the first adjustment day and the corresponding date of each successive sixth month thereafter, including the date of expiration of this Policy Period, shall be known as adjustment days.

3. **Premium Due on Adjustment Days**—Upon the first and all succeeding adjustment days, there shall be a further premium immediately due the Company when determined either by audit, as provided in the Policy, or by written statement to be furnished by the Employer or Insured upon written request exhibiting the basis for premium computation as set forth in the Policy. The acceptance of such a statement of premium basis by the Company or the receipt of premium thereon shall not operate as a waiver of the Company's right to audit the books of the Employer or Insured as provided in the Policy.

4. **Application of Deposit Premium**—The deposit premium shall be applied to the last settlement only. The provisions of this endorsement shall apply to any extension of this Policy Period.

This endorsement is executed by The Travelers Insurance Company as respects insurance afforded by that company only; it is executed by The Travelers Indemnity Company as respects insurance afforded by that company only.

THE TRAVELERS INSURANCE COMPANY

3578 Chas. J. Haugh
Secretary
Compensation and Liability Div.

THE TRAVELERS INDEMNITY COMPANY

S. A. Klein
Secretary

C-5429 4-49 PRINTED IN U.S.A.

BB 0016332

insured or by others during the policy period as are rated on a receipts basis, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

(3) the word "cost" means the total cost of all operations performed for the named insured during the policy period by independent contractors on each separate project, including materials used or delivered for use, except maintenance or ordinary alterations and repairs on premises owned or rented by the named insured;

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

The named insured shall maintain for each hazard records of the information necessary for premium computation on the basis stated in the declarations, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit. The company shall be permitted to inspect the insured premises, operations and elevators and to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

3. Notice of Accident. When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

4. Notice of Claim or Suit. If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

5. Assistance and Cooperation of the Insured. The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

6. Definitions. (a) **Contract.** The word "contract" means a warranty of goods or products or, if in writing, a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement, or elevator or escalator maintenance agreement.

(b) **Automobile.** The word "automobile" means a land motor vehicle, trailer or semitrailer, providing the following described equipment shall not be deemed an automobile except while towed by or carried on a motor vehicle not so described: any crawler-type tractor, farm implement, ditch or trench digger, power crane or shovel, grader, scraper, roller, well drilling machinery, asphalt spreader, concrete mixer, mixing and finishing equipment for highway work, other than a concrete mixer of the mix-in-transit type, and, if not subject to motor vehicle registration, any equipment used principally on premises owned by or rented to the named insured, farm tractor or trailer.

(c) **Products Hazard.** The term "products hazard" means

(1) the handling or use of, the existence of any condition in or a warranty of goods or products manufactured, sold, handled or distributed by the named insured, other than equipment rented to or located for use of others but not sold, if the accident occurs after the insured has relinquished possession thereof to oth and away from premises owned, rented or controlled by t insured or on premises for which the classification stated division (a) of the declarations or in the company's man excludes any part of the foregoing;

(2) operations, if the accident occurs after such operations ha been completed or abandoned at the place of occurrence ther and away from premises owned, rented or controlled by t insured, except (a) pick-up and delivery, (b) the existence tools, uninstalled equipment and abandoned or unused materi and (c) operations for which the classification stated in divis (a) of the declarations or in the company's manual specifica includes completed operations; provided, operations shall not deemed incomplete because improperly or defectively p formed or because further operations may be required pursua to a service or maintenance agreement.

(d) **Assault and Battery.** Assault and battery shall be deem an accident unless committed by or at the direction of the insur

7. Limits of Liability. The inclusion herein of more than one insur shall not operate to increase the limits of the company's liability.

8. Limits of Liability. Coverage A The limit of bodily injury liability stated the declarations as applicable to "each p son" is the limit of the company's liability for all damages, includi damages for care and loss of services, arising out of bodily injur sickness or disease, including death at any time resulting therefro sustained by one person in any one accident; the limit of such liab ty stated in the declarations as applicable to "each accident" subject to the above provision respecting each person, the tot limit of the company's liability for all damages, including damag for care and loss of services, arising out of bodily injury, sickness disease, including death at any time resulting therefrom, sustained two or more persons in any one accident.

9. Limits of Liability. Coverage B The limit of property damage liability stat in the declarations as "aggregate operation is the total limit of the company's liability for all damages arisi out of injury to or destruction of property, including the loss of u thereof, caused by the ownership, maintenance or use of premis or operations rated upon a remuneration premium basis or by co tractors' equipment rated on a receipts premium basis.

The limit of property damage liability stated in the declaratio as "aggregate protective" is the total limit of the company's liabili for all damages arising out of injury to or destruction of propert including the loss of use thereof, caused by operations performed f the named insured by independent contractors or omissions or supe visory acts of the insured in connection therewith, except maint nance or ordinary alterations and repairs on premises owned or rent by the named insured.

The limit of property damage liability stated in the declaratio as "aggregate contractual" is the total limit of the company's liabili for all damages arising out of injury to or destruction of propert including the loss of use thereof, with respect to each contract.

These limits apply separately to each project with respect t operations being performed away from premises owned or rented b the named insured.

10. Limits of Liability—Products. The limits of bodily injury li bility and property damage liability stated in the declarations a "aggregate products" are respectively the total limits of the com pany's liability for all damages arising out of the products hazar All such damages arising out of one prepared or acquired lot of good or products shall be considered as arising out of one accident.

11. Other Insurance. If the insured has other insurance against loss covered by this policy the company shall not be liable under th policy for a greater proportion of such loss than the applicable lim of liability stated in the declarations bears to the total applicabl limit of liability of all valid and collectible insurance against suc loss.

12. Action Against Company. No action shall lie against the com pany unless, as a condition precedent thereto, the insured shall hav fully complied with all the terms of this policy, nor until the amoun of the insured's obligation to pay shall have been finally determine either by judgment against the insured after actual trial or by writte agreement of the insured, the claimant and the company.

(Continued on Page 4)

BB 0016333

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

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

. **Subrogati n.** 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.

. **Changes.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Secretary, Assistant Secretary of the company, or a Registrar specially authorized; provided, however, changes may be made in the written portion of the declarations by a manager or general agent of the company when initialed by such manager or general agent.

5. **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 or be adjudged bankrupt or insolvent within the policy period, this policy, unless canceled, shall, if written notice be given to the company within sixty days after the date of such death or adjudication, cover the named insured's legal representative as the named insured.

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

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancelation is effected and, if not then made, shall be made as soon as practicable after cancelation 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 named insured.

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

In witness whereof, The Travelers Insurance Company has caused this policy, with respect to Coverage A and such other parts of the policy as are applicable thereto, to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the declarations page by a duly authorized agent of the company.

Chas. J. Haugh
Secretary
Compensation and Liability Dept.

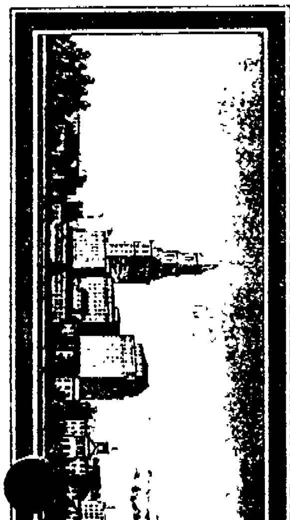
J W Randall
President

In witness whereof, The Travelers Indemnity Company has caused this policy, with respect to Coverage B and such other parts of the policy as are applicable thereto, to be signed by its President and a Secretary at Hartford, Connecticut, and countersigned on the declarations page by a duly authorized agent of the company.

J W Randall
President

L. A. Klein
Secretary

C-4819 Ed. Dec. 1947



COMPREHENSIVE
GENERAL LIABILITY
POLICY
NUMBER RSLG 376172
EXPIRES JUNE 28, 1950
ISSUED TO
SOUTHERN ALKALI
CORPORATION

The Travelers
The Travelers Insurance Company
The Travelers Indemnity Company
Hartford, Connecticut

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