GENERAL-AUTOMOBILE LIABILITY POLICY

STOCK COMPANY

THE HOME INDEMNITY COMPANY

ew Hampshire

INSURANCE HOME COMPANIES

GA—9 98 35 21

PLAINTIFF'S EXHIBIT

CFB-47

cMANUS & PELLOUCHOUD, INC.
INSURANCE COUNSELORS
Telephone: 427-1961
141 W. JACKSON BLVD., CHICAGO, ILL.

DECLARATIONS

Item 1. Named Insured and Address

Chicago Fire Brick Company
Etal (See Endt. #1)
1467 N. Elston Avenue
Chicago, Illinois 60622

Item 2. Policy Period:
From 1/1/80 to 1/1/81 — 37549 Producer No. — 190 OPC
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

Audit Period: ☐ Monthly (A) ☐ Quarterly (B) ☐ Semi-Annual (C) ☒ Annual (D) ☐ 3 yrs. (H) ☐ None (N) (SIC 50-39)

Business of named insured is Manufacturer of Building Materials & Refractory specialties

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.

2-12-80mem

Coverage Parts	Form Number	†Advance Premiums
Comprehensive General Liability Insurance	H 21013 (F)	$ 59,484.00
Premises Medical Payments Insurance		$
Contractual Liability Insurance	L 9484	$ Included
Personal Injury Liability Insurance	H 21015 (F)	$ Included
Basic Automobile Liability Insurance		$
Comprehensive Automobile Liability Insurance		$
Automobile Medical Payments Insurance		$
Garage Insurance		$
Uninsured Motorists Insurance		$
Automobile Physical Damage Insurance		$
Other		

*If, Policy Period is more than one year premium is payable	Effective Date††	1st Anniversary††	2nd Anniversary††	TOTAL ADVANCE PREMIUM	$ 57,484.00

The first and second anniversary premiums do not include the premiums for automobile coverages if applicable.

Endorsements attached to policy

Countersigned by Geo. A. Kriesinker — Authorized Representative

*Not applicable in Texas

If the Policy Period is more than one year. †The premiums shown for Fixed Exposure hazards are the full three year premiums. Any premiums shown for Subject-To-Audit hazards are the annual deposit premiums. ††Any annual deposit premiums for Subject-To-Audit hazards are payable as of the effective date and each anniversary date, whether or not the remainder of premium is payable on installments

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THE HOME INDEMNITY COMPANY

—Manchester, New Hampshire—

(A stock insurance company, herein called the company)

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

DEFINITIONS

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

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

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

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

"**completed operations hazard**" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

(1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,

(2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

(a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"**elevator**" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"**explosion hazard**" includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the **named insured** by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard**, or (4) for which liability is assumed by the **insured** under an **incidental contract**;

"**incidental contract**" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

"**insured**" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each **insured** against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"**mobile equipment**" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"**named insured**" means the person or organization named in Item 1. of the declarations of this policy;

"**named insured's products**" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but "**named insured's products**" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"**occurrence**" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**;

"**policy territory**" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a **product** which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"**products hazard**" includes **bodily injury** and **property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

"**property damage**" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

"**underground property damage hazard**" includes underground property damage as defined herein and **property damage** to any other property at any time resulting therefrom. "Underground property damage" means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The **underground property damage hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxed against the **insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **insured** because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;

(d) reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed $25 per day.

Attach Coverage Part(s) and Endorsement(s) (If Any) Here

CONDITIONS

1. Premium: All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit: The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws: When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **insured** agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit:

(a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company: No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

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

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

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

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

11. Cancellation: This policy may be cancelled by the **named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

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

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

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the declarations page by a duly authorized representative of the company.

Timothy P Reames

TIMOTHY P REAMES *Secretary*

Henry Lenz

HENRY P. LENZ, *President*
of THE HOME INDEMNITY COMPANY
CITY INSURANCE COMPANY
THE HOME INSURANCE CO OF ILLINOIS

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

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

It is agreed that:

I. This policy does not apply:

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

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

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

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

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

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

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

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

II. As used in this endorsement:

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

"**nuclear material**" means **source material**, **special nuclear material** or **by-product material**;

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

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

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

"**nuclear facility**" means

(a) any **nuclear reactor**,

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

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

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

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

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

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

NEW YORK EXCEPTION: The "Nuclear Energy Liability Exclusion Endorsement (Broad Form)" does not apply to Automobile Liability Insurance in New York.

COVERAGE PART

PERSONAL INJURY LIABILITY INSURANCE

For attachment to Policy No. GA 9983521, to complete said policy.

SCHEDULE

Coverage	Limits of Liability
P—Personal Injury Liability	$ 1,000 ,000 aggregate nil % Insured's Participation

Exclusion (c) deleted

The insurance afforded is only with respect to **personal injury** arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.

Groups of Offenses		Advance Premiums
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	7.5%	$ Incl.
B. Libel, Slander, Defamation or Violation of Right of Privacy	3.75%	$ Incl.
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	3.75%	$ Incl.
Form numbers of endorsements attached at issue		$
	Total Advance Premium	$ Included
	Minimum Premium	$ in Composite Rate

I. COVERAGE P—PERSONAL INJURY LIABILITY

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

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

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

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

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

Exclusions

This insurance does not apply:

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

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

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

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

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

II. PERSONS INSURED

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

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

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

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

This insurance does not apply to **personal injury** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

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

If a participation percentage is stated in the schedule for the **insured**, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the **insured**; provided, the company may pay the **insured's** portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"**damages**" means only those damages which are payable because of **personal injury** arising out of an offense to which this insurance applies.

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

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

LIABILITY

Adv-3009

L 9484 (Ed 1-73)

CONTRACTUAL LIABILITY INSURANCE

(Blanket Coverage – Broad Form)

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No GA 9983521

issued to

by INFORMATION RECORDED AS THIS ENDORSEMENT ATTACHED TO POLICY WHEN ISSUED.

Geo. A. Kriesbacher Jr.
Authorized Representative

SCHEDULE

The insurance afforded for **contractual liability** is only with respect to such of the following Coverages as are indicated by a specific premium charge applicable thereto. The limits 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

Advance Premiums	Limits of Liability		Coverages
	each occurrence	aggregate	
$	$		Contractual Bodily Injury Liability
$	$	$	Contractual Property Damage Liability
$	Total Advance Premium		

Advance Premiums		Rates		Premium Bases	Code No.	Designation of Contracts on File or Known to the Company
Bodily Injury	Property Damage	B.I.	P.D.			
	Included	(a) Per $100 of Cost (b) Per $1,000 of Sales in Composite		(a) Cost (b) Sales Rate		All written agreements
$	$	Total Advance B.I. and P.D. Premiums				

The following exclusions do not apply with respect to any "construction agreement":

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 COVERAGES – CONTRACTUAL BODILY INJURY LIABILITY
CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured**, by reason of **contractual liability** assumed by him under any written contract of the type designated in the schedule for this insurance, shall become legally obligated to pay as damages because of

bodily injury or
property damage

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

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

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

Exclusions

This insurance does not apply:

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

(b) (1) if the **insured** is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of professional services performed by such **insured**, including
  (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
  (ii) supervisory, inspection or engineering services,

(2) 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
  (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
  (ii) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the **bodily injury** or **property damage**;

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

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

(over)

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

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

if such liability is imposed

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

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

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

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

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

(g) to **property damage** to

(1) property owned or occupied by or rented to the **insured**,
(2) property used by the **insured**, or
(3) property in the care, custody or control of the **insured** or as to which the insured is for any purpose exercising physical control;

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

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

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

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

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

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

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

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

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

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

Unless stated in the schedule as not applicable, the following exclusions also apply to **contractual liability** assumed by the **insured** under any agreement relating to construction operations

This insurance does not apply:

(o) to **bodily injury** or **property damage** arising out of construction, maintenance or repair of watercraft or loading or unloading thereof,

(p) to **bodily injury** or **property damage** arising out of operations, within fifty feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;

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

(r) to **property damage** included within

(1) the **explosion hazard**,
(2) the **collapse hazard**, or
(3) the **underground property damage hazard**.

II PERSONS INSURED

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

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

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

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

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

III. LIMITS OF LIABILITY

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

Contractual Bodily Injury Liability — 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**".

Contractual Property Damage Liability — The total liability of the company for all **damages** because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the schedule as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all **damages** because of all **property damage** to which this coverage applies shall not exceed the limit of **property damage** liability stated in the schedule as "aggregate". Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the **named insured**.

Contractual Bodily Injury and Property Damage Liability — 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 ENDORSEMENT TERRITORY

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

V. ADDITIONAL DEFINITIONS

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

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

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

VI. ADDITIONAL CONDITIONS

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

Premium

The advance premium stated in the schedule is the estimated premium on account of such written contracts as are on file with or known to the company The **named insured** shall notify the company of all other written contracts entered into during the policy period to which this insurance applies

When used as a premium basis:

1. the word "**cost**" means the total cost of all work in connection with all contracts of the type designated in the schedule for this insurance with respect to which "**cost**" is the basis of premium, regardless of whether any liability is assumed under such contracts by the **insured**. It includes the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the **insured**, or others including all fees, allowances, bonuses or commissions made, paid or due It shall not include the cost of any operations to which exclusions (o) or (p) apply, unless such exclusions are voided in the schedule

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

COVERAGE PART

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. GA 9983521, 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)

See Endorsement #1

Interest of named insured in such premises (check below)

[X] Owner [ ] General Lessee [ ] Tenant [ ] Other

Part occupied by named insured (enter below)

Entire

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

SCHEDULE

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

Coverages	Limits of Liability — Each occurrence	Limits of Liability — Aggregate
A—Bodily Injury Liability	$ See ,000	$ Endt. No. ,000
B—Property Damage Liability	$ 2 ,000	$ 2 ,000

Description of Hazards	Code No.	Premium Bases	Rates B.I.	Rates P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations						
Included in Composite Rate						
Excess Limits Charge					Included	
		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units (f) Admissions	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit (f) Per 100 Admissions			
Escalators (Number at Premises)		Number Insured	Per Landing			
Independent Contractors		Cost	Per $100 of Cost			
Included in Composite Rate						
Completed Operations—Products						
Composite Rate	42	b) 28,000,000	1.232	.821	34,496.	22,988.
		(a) Receipts (b) Sales	(a) Per $1000 of Receipts (b) Per $1000 of Sales			
Form numbers of endorsements at issue: L6139(13), L9235(14)			TOTALS		$ 34,496.	$ 22,988.
						$
				Total Advance Premium	$ 57,484.	

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.

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

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

A. **bodily injury** or

B. **property damage**

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

Exclusions

This insurance does not apply:

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

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
  (1) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or
  (2) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**;

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

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

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

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
  (1) any watercraft owned or operated by or rented or loaned to any **insured**, or
  (2) any other watercraft operated by any person in the course of his employment by any **insured**,

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

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

(g) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  (1) liability assumed by the **insured** under an **incidental contract**, or
  (2) expenses for first aid under the Supplementary Payments provision;

(h) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable
  (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  (2) if not so engaged, as an owner or lessor of premises used for such purposes

if such liability is imposed
  (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
  (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person,

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

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

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

(k) to **property damage** to
  (1) property owned or occupied by or rented to the **insured**,
  (2) property used by the **insured**, or
  (3) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control,

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

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

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
  (1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or
  (2) the failure of the **named insured's products** or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work 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 schedule as applicable to "each **occurrence**."

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

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

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the schedule as "aggregate":
  (1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;
  (2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures
  (3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

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

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

IV POLICY TERRITORY

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

ENDORSEMENT NO. 13

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

LIABILITY

GL 02 00 (Ed. 01 76)
G 533

L 6139
(Ed. 1-76)

AMENDMENT OF TERMINATION PROVISIONS

(Illinois)

This endorsement, effective 1/1/80 (12:01 A. M., standard time), forms a part of policy No. GA 9983521

issued to

by

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

[illegible signature]
Authorized Representative

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.

AUTHENTIC

Additional premium included in Composite Rate ENDORSEMENT NO. 12

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

LIABILITY

GL 20 06 (Ed. 07 66)
G 106

L 9106
(Ed 10-66)

ADDITIONAL INSURED

(Employees)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

This endorsement, effective 1/1/80 (12:01 A. M., standard time), forms a part of policy No. GA 9983521

issued to

by

INF[illegible] [illegible]CORDED
AS THIS ENDORSEMENT ATTACHED
TO POLICY WHEN ISSUED.

Geo. A. Streckeler
Authorized Representative

It is agreed that the "Persons Insured" provision is amended to include any employee of the **named insured** while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

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

AUTHENTIC

Additional premium Included in Composite Rate ENDORSEMENT NO. 11

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

LIABILITY

L 9488
(Ed. 1 73)

Adv. 3007

INCIDENTAL MALPRACTICE COVERAGE

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

This endorsement, effective 1/1/80 (12:01 A. M., standard time), forms a part of policy No. GA 9983521

issued to

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

Geo. G. Griesbaker Authorized Representative

It is agreed that.

1. The definition of **"bodily injury"** is amended to include injury arising out of the rendering of or failure to render professional services by any physician, dentist or nurse while employed by the **named insured** to provide such services.
2. Exclusion (j) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

AUTHENTIC

ENDORSEMENT NO. 14

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

LIABILITY

L 9235
(Ed 7-78)

GL 00 19 (Ed. 7-78)

GENERAL LIABILITY

AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

This endorsement, effective 1/1/80 (12 01 A. M., standard time), forms a part of policy No GA9983521

issued to

by

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

Geo. A. Griesheber [illegible]
Authorized Representative

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**.

AUTHENTIC

ENDORSEMENT NO. 10

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

LIABILITY

G115
ISO G115
ADDITIONAL INSURED
(Owners or Lessees)

L 9451
(Ed 1-73)

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

This endorsement, effective 1/1/80 (12:01 A. M., standard time), forms a part of policy No. GA 9983521

issued to

by

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

Leo a Kriebaker H.C.
Authorized Representative

It is agreed that:

1. The "Persons Insured" provision is amended to include as an insured the person or organization named below but only with respect to liability arising out of operations performed for such insured by or on behalf of the named insured.

2. The applicable limit of the company's liability for the insurance afforded under the Contractual Liability Insurance Coverage Part forming a part of this policy shall be reduced by any amount paid as damages under this endorsement in behalf of the person or organization named below

Name of Person or Organization
(Additional Insured)

Terminal Warehouse, Inc.
1779 Marvo Drive
Akron, Ohio 44306

AUTHENTIC

ENDORSEMENT NO. 9

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

LIABILITY

G115
ISO G115
ADDITIONAL INSURED
(Owners or Lessees)

L 9451
(Ed 1-73)

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

This endorsement, effective 1/1/80 (12:01 A. M., standard time), forms a part of policy No. GA 9983521

issued to

by

[illegible] [illegible] ...RSED
AS THIS ENDORSEMENT ATTACHED
TO POLICY WHEN ISSUED.

Geo. A. Grieshaber [illegible]
Authorized Representative

It is agreed that:

1. The "Persons Insured" provision is amended to include as an insured the person or organization named below but only with respect to liability arising out of operations performed for such insured by or on behalf of the named insured.

2. The applicable limit of the company's liability for the insurance afforded under the Contractual Liability Insurance Coverage Part forming a part of this policy shall be reduced by any amount paid as damages under this endorsement in behalf of the person or organization named below.

Name of Person or Organization (Additional Insured)

D & S Distribution Service
3029 N. 114th Street
Wauwatosa, Wisconsin 53222

AUTHENTIC

Chicago Fire Brick
Annual Reports &
Insurance 000240

ENDORSEMENT NO. 8

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

LIABILITY

L 9132
(Ed 11-69)

G 209

REAL PROPERTY — LIABILITY — FIRE

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
STOREKEEPER'S INSURANCE

This endorsement, effective 1/1/80 (12.01 A. M., standard time), forms a part of policy No. GA 9983521

issued to

by

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

Geo. A. Griesheber #c
Authorized Representative

Premium	Rate (per $100 of Limit)	Limit of Liability	Description of Property
$ Included in Composite Rate		$ 25,000. each occurrence	All Locations

It is agreed that the Property Damage Liability Coverage applies to **property damage** to structures or portions thereof rented to or occupied by the **named insured** and described in this endorsement, including fixtures permanently attached thereto, if such **property damage** arises out of fire, subject to the following additional provisions:

1. With respect to the insurance provided by this endorsement, 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.

2. The limit of liability stated in this endorsement applies separately to the insurance under this endorsement and is in lieu of any other limit of liability stated in the policy.

AUTHENTIC

Additional Premium included in Composite Rate ENDORSEMENT NO. 7

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

LIABILITY

Adv. 3006

L 9486
(Ed 1 73)

BROAD FORM PROPERTY DAMAGE ENDORSEMENT

(Including Completed Operations)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE

CONTRACTUAL LIABILITY INSURANCE

This endorsement, effective 1/1/80 (12:01 A. M., standard time), forms a part of policy No. GA 9983521

issued to

by

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

Geo. W. Kreichaber HC
Authorized Representative

Classifications

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

A. The exclusions relating to **property damage** to (1) property owned, occupied or used by or rented to the **insured** or in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control and (2) work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (y) and (z):

(y) to **property damage**

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

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

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

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

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

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

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

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

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

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

B. The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the **insured**, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

AUTHENTIC

HOST LIQUOR LIABILITY INSURANCE ENDORSEMENT
ILLINOIS

ENDORSEMENT NO. 6

Issued by — Please type full name of insuring company The Home Indemnity Company

POLICY NUMBER	NAMED INSURED
GA 9983521	Chicago Fire Brick Company

POLICY INCEPTION	POLICY EXPIRATION
1/1/80	1/1/81
EFFECTIVE DATE AND TIME OF ENDORSEMENT	**DATE PREPARED**
1/1/80	2/13mem

PRODUCER	PRODUCER NO. — OPC
McManus & Pellouchoud, Inc.	37549-190

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

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

SCHEDULE

LIMITS OF LIABILITY

$ see ,000 each common cause
$endt.#2 ,000 aggregate

Classification	Code No.	Premium
Host Liquor Liability	~~x5xxxx~~ 70414	$ Included in Composite Rate

It is agreed that such insurance as is afforded by the policy under Coverages A and B shall apply also to such bodily injury or property damage arising out of the serving or giving of any alcoholic beverage.

ADDITIONAL EXCLUSIONS:

The insurance provided by the provisions of this endorsement does not apply:

(a) To liability resulting from the sale of alcoholic beverages by the insured.

(b) To liability of any person or organization engaged in the business of manufacturing, selling or distributing of alcoholic beverages or an owner or lessor of premises used for such purposes.

AMENDED DEFINITION:

The definition "bodily injury", as respects the insurance provided by this endorsement is amended to read:

"bodily injury" means bodily injury, sickness or disease or loss of support sustained by any person which occurs duirng the policy period including death at anytime resulting therefrom.

continued on reverse side

SIGNATURE OF AUTHORIZED REPRESENTATIVE	Due at Endorsement	ADDITIONAL PREMIUM	RETURN PREMIUM
[signature]	EFFECTIVE DATE	$	$

PREMIUM ADJUSTMENT IF THE PREMIUM IS PAYABLE IN ANNUAL INSTALLMENT:

DATES DUE	PRESENT INSTALLMENT	INCREASE	DECREASE	REVISED INSTALLMENTS
		$	$	$
		$	$	$
TOTAL PREMIUM TO POLICY EXPIRATION		$	$	$

-25756 F

ADDITIONAL DEFINITION:
When used in reference to this endorsement:

> "damages" means all damages, including damages for death, care, loss of services, loss of support, or loss of use of property, which are payable because of injury to which insurance under this endorsement applies.

AMENDED PROVISION:
Provision III Limits of Liability are deleted as respects the insurance provided by this endorsement and the following is substituted therefor:

> "Regardless of the number of insureds under this insurance, the company's liability is limited as follows:
>
> The limit of liability stated in the schedule as applicable to "each common cause" is the total liability of the company for all damages sustained by one or more persons as the result of the serving or giving of any alcoholic beverage to any one person.
>
> The limit of liability stated in the schedule as "aggregate" is, subject to the above provisions respecting "each common cause", the total limit of the company's liability hereunder for all damages.

ADDITIONAL CONDITION:
LIMITATION OF COVERAGE – OTHER LIABILITY INSURANCE

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

NON-PREMIUM ENDORSEMENT — Endorsement No. 5

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

The Home Indemnity Company

POLICY NUMBER	NAMED INSURED	
GA 9983521	Chicago Fire Brick Company	
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED	POLICY EXPIRATION
1/1/80		1/1/81
PRODUCER		PRODUCER NO.—OPC
McManus & Pellouchoud, Inc.		37549-190

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

WORLD-WIDE PRODUCTS LIABILITY INSURANCE

The Bodily Injury and Property Damage Coverages also apply to bodily injury or Property damage which occurs, during the policy period, outside the policy territory provided:

(a) such injury or damage is included in the products hazard and

(b) the original suit for such injury or damage is brought within the policy territory.

Geo. C. Kriechbaum Jr.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H2230C FH 4/77

Chicago Fire Brick
Annual Reports and
Insurance 000245

NON-PREMIUM ENDORSEMENT — HOME INSURANCE COMPANIES — Endorsement No. 4

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

The Home Indemnity Company

POLICY NUMBER	NAMED INSURED	
GA 9983521	Chicago Fire Brick Company	
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED	POLICY EXPIRATION
1/1/80		1/1/81
PRODUCER		PRODUCER NO.–OPC
McManus & Pellouchoud, Inc.		37549-190

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

NON-OWEND WATERCRAFT INSURANCE

Exclusion (E) does not apply with respect to bodily injuyr or property damage arising out of the maintenance, operation or use, including loading or unloading, of any watercraft under 50 feet in length provided such watercraft is not owned by the Named Insured or is not being used to carry persons for a charge.

Geo. G Kreinhalter H C

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H22300FH 4/77

NON-PREMIUM ENDORSEMENT

Endorsement No. 3

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

The Home Indemnity Company

POLICY NUMBER	NAMED INSURED	
GA 9983521	Chicago Fire Brick Company	
EFFECTIVE DATE AND TIME OF ENDORSEMENT 1/1/80	DATE PREPARED	POLICY EXPIRATION 1/1/81
PRODUCER McManus & Pellouchoud, Inc.		PRODUCER NO.—OPC 37549-190

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

It is hereby agreed and understood that this policy does not provide any coverages for the following entity:

C & W Refractories, Ltd.
191 Victoria Avenue - South
Hamilton, Ontario, Canada L8N3C8

Geo. A. [illegible] He

SIGNATURE OF AUTHORIZED REPRESENTATIVE

-22300FH 4/77

SINGLE LIMIT OF LIABILITY | HOME INSURANCE COMPANIES | **ENDORSEMENT NO.** 2

ISSUED BY – *Type in Full Name of Insuring Company*		
The Home Indemnity Company		
POLICY NUMBER	NAME INSURED	
GA 9983521	Chicago Fire Brick Company	
EFFECTIVE DATE AND TIME OF ENDORSEMENT		DATE PREPARED
1/1/80 12:01 AM Standard Time		
PRODUCER		PRODUCER NO. – OPC
McManus & Pellouchoud, Inc.		37549-190

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

ALL LIABILITY INSURANCE, OTHER THAN COMPREHENSIVE PERSONAL INSURANCE, FARMER'S COMPREHENSIVE PERSONAL INSURANCE OR PERSONAL INJURY INSURANCE

It is agreed that with respect to the insurance indicated below by [X]

1. The total limit of the Company's liability for all damages as the result of any one occurrence is the amount stated below as applicable to "each occurrence'. Item III, Limits of Liability is amended accordingly.

2. Any aggregate limit of liability, the amount of which is specifically stated below or in the declarations, shall nevertheless continue to apply in accordance with all the terms of the policy applicable thereto.

COVERAGES	LIMITS OF LIABILITY
[ ] All Liability Insurance	$1,000,000. each occurrence
	$1,000,000. aggregate operations
[ ] Comprehensive Automobile Liability Insurance	$1,000,000. aggregate protective
[X] Comprehensive General Liability Insurance (Except Automobile)	$1,000,000. aggregate contractual
	$1,000,000. aggregate products

It is further agreed that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province the limit of liability stated herein for "each occurrence" shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the Company's liability.

NON-PREMIUM ENDORSEMENT

Endorsement No. 1

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

The Home Indemnity Company

POLICY NUMBER	NAMED INSURED	
GA 9983521	Chicago Fire Brick Company	
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED	POLICY EXPIRATION
1/1/80		1/1/81
PRODUCER		PRODUCER NO.—OPC
McManus & Pellouchoud, Inc.		37549-190

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

Item (1) of the policy declarations is completed to read as follows:

NAMED INSURED

Wellsville Fire Brick Company
P.O.Box 71, West Hwy. 19
Wellsville, Missouri 63384

ADDITIONAL LOCATIONS

1. 7531 S. Ashland Avenue
   Chicago, Ill. 60620
   Plant & Warehouse

2. 12171 Coyle Avenue
   Detroit, Michigan 48010
   Sales Office & Warehouse

3. P.O.Box 7006, 1779 Marvo Drive
   Akron, Ohio 44306
   Sales Office & Warehouse

4. 3029 N. 114th Street
   Wauwatosa, Wisc. 53222

[signature]

SIGNATURE OF AUTHORIZED REPRESENTATIVE