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

# ASSOCIATED INDEMNITY CORPORATION

A STOCK COMPANY
HEREIN CALLED THE COMPANY

F 001670

**BLANKET LIABILITY POLICY NO.
LP 130 1920**

## DECLARATIONS

1. NAME OF INSURED – The Dow Chemical Company, and any domestic or foreign corporation in which it owns or may own, directly or indirectly, more than 50% of the combined voting power.

2. MAILING ADDRESS – Midland, Michigan

3. POLICY PERIOD – 60 Months, beginning on the 1st day of January, 1969, and ending on the 1st day of January, 1974, 12:01 A.M. Standard Time at Midland, Michigan.

4. TERRITORY – This policy applies only to occurrences and accidents which take place during the policy period anywhere in the world; provided, however, as respects all claims or suits made or prosecuted outside the United States of America, its territories or possessions, or Canada, the company will defend, or with prior approval of the company permit the Insured to defend, all claims or suits made or prosecuted outside the United States of America, its territories or possessions, or Canada.

5.

| COVERAGES | LIMITS OF LIABILITY | ESTIMATED ANNUAL PREMIUMS |
|---|---|---|
| COVERAGE A. PERSONAL INJURY LIABILITY | $ 500,000 EACH PERSON<br>$2,500,000 EACH OCCURRENCE<br>$2,500,000 AGGREGATE | INCL. |
| COVERAGE B. PROPERTY DAMAGE LIABILITY | $2,500,000 EACH OCCURRENCE<br>$2,500,000 AGGREGATE | INCL. |
| COVERAGE C. AUTOMOBILE MEDICAL PAYMENTS | $ 2,000 EACH PERSON | INCL. |
| | ADVANCE PREMIUM | SEE END'T. #4 |

DATE OF ISSUE APRIL 15, 1969

MARSH & Mc[illegible]
INSURANCE
ONE WOODWARD AVENUE · DE[illegible]OIT, MICH [illegible]

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CONFIDENTIAL

ASSOCIATED INDEMNITY CORPORATION — SAN FRANCISCO, CALIFORNIA

(A Stock Insurance Company, herein called the Company)



agrees with the Insured, named in the declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of this policy:

## INSURING AGREEMENTS

### I. COVERAGE A – PERSONAL INJURY LIABILITY

To pay on behalf of the insured all sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law, or assumed by the insured under contract or agreement for damages, including damages for care and loss of services, because of the personal injury, including death at any time resulting therefrom, sustained by any person or persons.

### COVERAGE B – PROPERTY DAMAGE LIABILITY

To pay on behalf of the insured all sums which the insured shall become obligated to pay by reason of the liability imposed upon the insured by law, or assumed by the insured under contract or agreement for damages because of injury to or destruction of property, including the loss of use thereof.

### COVERAGE C – AUTOMOBILE MEDICAL PAYMENTS

To pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical, X-ray and Dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services to or for each person who sustains personal injury, sickness or disease, caused by accident, while in or upon or while entering into or alighting from any automobile.

### II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

It is further agreed that the Company will defend in the name and in behalf of the insured any suit against the insured alleging injury, damage, or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company shall have the right to make such investigation, negotiation and settlement of any claim or suit as may be deemed expedient by the Company.

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 personal injury to which this policy applies;

(d) Reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the Company's request, or incurred in connection with the insured's defense and settlement, if any, of claims or suits brought or prosecuted outside the United States, its territories or possessions or Canada provided the Company has previously approved such defense or settlement;

### III. DEFINITION OF "NAMED INSURED" AND "INSURED."

The words "named insured," whenever used in this policy, include not only the named insured but also each domestic or foreign corporation in which it owns or may own, directly or indirectly, more than 50% of the combined voting power, in the same manner and to the same extent as if a separate policy has been issued to each.

The unqualified word "insured," wherever used in this policy, includes not only the named insured but also:

(a) Any partner, executive officer, director, comptroller, controller, trustee, employee or stockholder of the named insured while acting in his capacity as such;

(b) With respect only to an owned automobile or a hired automobile, any person while using such automobile and any person or organization legally responsible for the use thereof, provided the actual use of the automobile is with permission of the named insured. The insurance extended by this subdivision (b), with respect to any person or organization other than the named insured, shall not apply:

(1) to personal injury to or the death of any person who is a named insured;
(2) with respect to an automobile while used with any trailer not covered by like insurance in the Company; or with respect to a trailer while used with any automobile not covered by like insurance in the Company;
(3) to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence or accident arising out of the operation thereof;
(4) with respect to any hired automobile, to the owner thereof or any employee of such owner unless the named insureds or any of them, has assumed the liability of such owner by contract.



### Exclusions

This policy does not apply:

(a) to assault and battery if committed by or at the direction o an executive officer of the named insured;

(b) to claims arising out of any negligent act, error or omissio in connection with the use of advertising through radi broadcasting, telecasting, newspapers or magazines by or in th interest of the named insured;

(c) under coverages (a) and (c), except with respect to liabilit assumed by the insured under contract or agreement or liabilit of employees resulting from the operation of automobile owned or hired by the named insured (1) to personal injury t or the death of any employee of the Insured arising out of an in the course of his employment by the **insured** or (2) 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;

(d) under coverage (b), to injury to or destruction, including the loss of use of (1) property owned or transported by the **named insured** or (2) 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 coverages (a) and (b), except with respect to operations performed by independent contractors, to the ownership, operation, maintenance, existence, or use, of **watercraft** other than barges, scows, lighters, launches, tugs used in connection therewith. Rowboats, canoes and other similar **watercraft** while away from premises owned, rented or controlled by the **named insured**;

(f) under coverages (a) and (b), except with respect to the operations of independent contractors of the **named insured**, to the ownership, operation, maintenance, existence or use, including loading or unloading, of **aircraft**;

(g) under coverages (a) and (b), to the liability of any partner, executive officer, director, comptroller, trustee, employee or stockholder of the **named insured** with respect to any **automobile** owned in full or in part by or registered in the name of such person or a member of his household;

(h) under coverage (c), to **personal injury** or death of any person or insured who is an employee of an automobile sales agency, repair shop, service station, storage garage or public parking place, if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law.

(i) to **personal injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution.

## Conditions

### 1. Limits of Liability

#### Coverage A

The limit of **personal injury** liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of **personal injury** sustained by one person as the result of any one **occurrence**; but subject to the above provision respecting "each person," the total liability of the Company for all **damages** because of **personal injury** sustained by two or more persons as the result of any one **occurrence** shall not exceed the limit of **personal injury** liability stated in the declarations as applicable to "each **occurrence**."

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

#### Coverage B

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

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Subject to the above provision respecting "each **occurrence**," the total liability of the Company for **all damages** because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the declarations as "aggregate."

(1) All **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis.

(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**, 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 building 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 **personal injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence.**

#### Coverage C

The limit of **automobile** medical payments stated in the declarations as applicable to "**each person**" is the limit of the Company's liability for all expenses incurred by or on behalf of **each person**, including each insured, who sustains **personal injury**, sickness, disease or death as the result of any one accident.

### 2. 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.

### 3. Cross Liability

The Company agrees that for the purpose of this insurance an employee of one insured shall not be construed as an employee

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of any other **insured** unless, at the time of the injury or death, such employee was engaged in the employment of such other **insured**. Further, the Company agrees that right of subrogation against any of the **insureds**, or any subsidiary, affiliated or associated company(ies) is waived.

**4. Inspection and Audit**

The Company shall be permitted but no obligated to inspect the **named insured's** property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe.

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

**5. Other Definitions**

(a) Personal Injury

The term "**Personal Injury**" shall mean:

(1) with respect to **occurrences** arising out of **false arrest, false imprisonment, false eviction, detention, malicious prosecution, assault and battery**, and **libel, slander** or **defamation** of **character**, any injury or damage;
(2) with respect to **occurrences** arising out of other causes, bodily injury, mental injury, mental anguish, shock, sickness, disease, disability or death.

(b) Occurrence and Accident

The word "**occurrence**" as used in this policy, shall include a single **occurrence** or a single accident, or a series of them arising out of one event or disaster.

(c) Automobile

The word "**automobile**," as used in this policy, shall mean a land motor vehicle, trailer or semi-trailer. "**Owned automobile**," shall mean an **automobile** owned in full or in part by or registered in the name of the **insured** and any trailer designated for use with a private passenger **automobile** while used with an "**owned automobile**" or a private passenger **automobile** leased from a leasing concern. "**Hired automobile**," shall mean an **automobile** used under contract in behalf of the named **insured**, provided such **automobile** is not owned in full or in part by or registered in the name of (1) the **named insured**, (2) a partner, executive officer, comptroller, director, trustee or stockholder thereof, or (3) an employee or agent of the **named insured** who is granted an operating allowance of any sort for the use of such automobile, unless the **named insured** or any of them has assumed the liability of such owner by contract. "**Non-owned automobile**," shall mean any other **automobile**. The terms of this policy shall apply separately to each **automobile** insured hereunder, but with respect to the limit of **personal injury** liability, **property damage** liability and **automobile** medical payments, a motor vehicle and a trailer or trailers attached thereto shall be held to be one **automobile**.

(d) "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:

(e) "**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."

**6. Notice of Occurrence or Accident**

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. The **named insured** shall promptly take at his own expense all reasonable steps to prevent additional bodily injury or property damage from arising out of the same or similar conditions at the same location where the initial bodily injury or property damage occurred; provided, (1) that a failure to take such preventive measures shall not constitute a breach of this Condition unless the Company has requested the **named insured** in writing to undertake such preventive measures, and (2) such expense shall not be recoverable under this policy. The **insured** shall be deemed to have complied with this condition if notice of an occurrence or an accident is given to the Company as soon as practicable after such **occurrence** or accident has been reported to the **insured's** insurance or legal department at its office in Midland, Michigan.

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

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**8. Notice of Claim or Suit**

If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the Company or any of its authorized agents every demand, notice, summons or other process received by the **insured** or the **insured's** representatives.

**9. 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 **personal 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.

**10. Assistance and Cooperation of the Insured.**

The **insured** shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of **personal injury** or **property damage** with respect to which 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.

**11. 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.

**12. Other Insurance**

If the **insured** has other insurance against a loss covered by this policy, the insurance provided by this policy shall be excess insurance over such other valid and collectible insurance.

**13. Subrogation**

In the event of any payment under this policy, the Company shall be subrogated, to the extent of such payment, to all the **insured's** rights of recovery therefor and the **insured** shall execute all papers required and shall do everything that may be necessary to secure such rights. Any amount recovered as a result of such proceedings shall be apportioned as follows: the Company shall first be reimbursed to the extent of its actual payments hereunder, if any balance then remains said balance shall be applied to reimburse the **insured**. The expenses of all proceedings necessary to the recovery of any such amount shall be apportioned between the **insured** and the Company in the ratio of their respective recoveries as finally settled. If there should be no recovery the expenses thereof shall be borne by the Company.

**14. Conflicting Statutes**

If any condition in this policy conflicts with any specific statutory provisions in the state or province in which it is claimed that the **insured** is liable for any such injuries or loss as are covered by this policy, such specific statutory provision shall be substituted for such condition.

**15. Liberal**

This policy shall be considered an honorable undertaking the purposes of which are not to be defeated by a narrow or technical construction of its provisions, but shall be subject to a liberal interpretation for the purpose of giving effect to the real intention of the parties hereto.

**16. 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, provided however, that changes may be made in the written portion of the declarations by the agent countersigning this policy when initiated by such agent or by endorsement issued to form a part hereof signed by such agent.

**17. 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 cancelled shall cover the **insured's** legal representative for the unexpired portion of such period.

**18. Cancellation**

This policy may be cancelled by either of the parties by mailing written notice to the other party stating when, not less than ninety (90) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by either of the parties hereto, to the other at their respective addresses as shown in this policy shall be sufficient proof of notice, and the insurance under this policy shall end on such effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

Upon cancellation, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The check of either party hereto, or of its representatives mailed or delivered as aforesaid shall be sufficient tender of any refund or premium due.

**19. Participation in Profits**

This policy shall participate in profits as apportioned by the directors.

**IN WITNESS WHEREOF, ASSOCIATED INDEMNITY CORPORATION** has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the Company unless it has been countersigned by a duly authorized agent thereof.

SPECIMEN
SECRETARY

SPECIMEN
PRESIDENT

DO 063309
CONFIDENTIAL

COUNTERSIGNED: MARSH & McLENNAN

AGENT P. E. Glossop

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS IS AN EXACT COPY OF THE COVERAGES AND LIMITS OF LIABILITY AFFORDED BY POLICY #LP 130 1920 ISSUED TO THE DOW CHEMICAL COMPANY

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DO 063310
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
|---|---|---|
| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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|---|---|
| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS<br>SPECIMEN<br>PRESIDENT | PRODUCER<br>MARSH & MC LENNAN<br>COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1-65 SETS

| AMENDATORY ENDORSEMENT #1 RISK ACCT. #307 117 |
|---|

THIS POLICY DOES NOT APPLY:

TO PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM THE FAILURE OF THE NAMED INSURED'S PRODUCTS OR WORK COMPLETED BY OR FOR THE NAMED INSURED TO PERFORM THE FUNCTION OR SERVE THE PURPOSE INTENDED BY THE NAMED INSURED, IF SUCH FAILURE IS DUE TO A MISTAKE OR DEFICIENCY IN ANY DESIGN, FORMULA, PLAN, SPECIFICATIONS, ADVERTISING MATERIAL OR PRINTED INSTRUCTION PREPARED OR DEVELOPED BY ANY INSURED, BUT THIS EXCLUSION DOES NOT APPLY TO PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM THE ACTIVE MALFUNCTIONING OF SUCH PRODUCTS OR WORK;

TO DAMAGE 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.

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CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
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| LP 130 19 20 | THE DOW CHEMICAL COMPANY | 1-1-69 CS |

| | PRODUCER |
|---|---|
| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | MARSH & MC LENNAN |
| Fred H Merrill PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1-65 SETS

Inefficacy

inability to ~~produce~~ the desired effect

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## AMENDATORY ENDORSEMENT #2

IT IS AGREED THAT:

THIS POLICY DOES NOT APPLY TO ANY SUMS THE INSURED MAY BECOME LIABLE TO PAY FOR REMOVAL OF OBSTRUCTIONS UNDER STATUTORY POWERS BECAUSE OF GROUNDING OR STRANDING OF WATERCRAFT COVERED UNDER THIS POLICY.

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DO 063313
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
|---|---|---|
| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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|---|---|
| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | PRODUCER<br>MARSH & MC LENNAN |
| PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1-65 SETS

# PREMIUM COMPUTATION ENDORSEMENT #3

IT IS AGREED:

THAT PARAGRAPH 1 OF CONDITION 2, PREMIUM, IS AMENDED AS FOLLOWS:

THE PREMIUM FOR THIS POLICY SHALL BE COMPUTED ANNUALLY ON A LOSS RATED BASIS.

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DO 063314
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
|---|---|---|
| LP-130 19 20 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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|---|---|
| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | PRODUCER<br>MARSH & MC LENNAN |
| Fred H Merrill PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1-65 SETS

## ANNUAL PREMIUM AND INSTALLMENT ENDORSEMENT #4

IT IS AGREED THAT:

1. THE PREMIUM SUBJECT TO DIVIDEND SHALL BE DETERMINED BY APPLYING A RATE OF $1.1411 FOR EACH $1,000. OF DOMESTIC AND CANADIAN SALES.

2. THE PREMIUM NOT SUBJECT TO DIVIDEND SHALL BE $483,000.

3. THE TOTAL ESTIMATED ANNUAL PREMIUM FOR THE 1-1-69 TO 1-1-70 POLICY PERIOD IS $2,072,634.

4. THE ESTIMATED ANNUAL PREMIUM IS TO BE PAID IN TWO INSTALLMENTS AS FOLLOWS:

| INSTALLMENT DUE | 1-1-69 | 7-1-69 |
|---|---|---|
| AUTOMOBILE PERSONAL INJURY | $378,840. | $197,463. |
| AUTOMOBILE PROPERTY DAMAGE | 121,770. | 54,856. |
| GENERAL LIABILITY PERSONAL INJURY | 338,250. | 189,729. |
| GENERAL LIABILITY PROPERTY DAMAGE | 514,140. | 277,586. |
| | $1,353,000. | $719,634. |

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DO 063315
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
|---|---|---|
| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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

PRESIDENT

PRODUCER
MARSH & MC LENNAN

COUNTERSIGNATURE OF AUTHORIZED AGENT
P. E. Glossop

180001—1-65 SETS

#5

# ILLINOIS ADDITIONAL PREMIUM ENDORSEMENT - 5 YEAR

IT IS AGREED THAT IN THE EVENT THE SUM OF 34% OF LOSS INCURRED AND LOSS INCURRED EXCEEDS THE PREMIUM PAID FOR THIS POLICY FOR THE POLICY PERIOD 1-1-69 TO 1-1-74, THE NAMED INSURED SHALL PAY SUCH DIFFERENCE TO THE COMPANY AS AN ADDITIONAL PREMIUM IN THE STATE OF ILLINOIS, SUBJECT TO THE FOLLOWING PROVISIONS:

1. THE MAXIMUM ILLINOIS ADDITIONAL PREMIUM SHALL BE 20% OF STANDARD PREMIUM.

2. LOSS INCURRED SHALL MEAN THE SUM OF ALL LOSSES PAID AND THE RESERVES FOR UNPAID LOSSES AS ESTIMATED BY THE COMPANY, LIMITED TO $150,000 PER OCCURRENCE, PLUS ALLOCATED LOSS ADJUSTMENT EXPENSES PAID DURING THE POLICY PERIOD SET FORTH ABOVE. ALLOCATED LOSS ADJUSTMENT EXPENSE SHALL MEAN THE ACTUAL PAYMENTS AS MADE BY THE COMPANY IN CONNECTION WITH EACH SPECIFIC CLAIM, EXCLUDING THE COST OF INVESTIGATION AND ADJUSTMENT BY FEE ADJUSTERS OR BY SALARIED EMPLOYEES.

3. IF THE ILLINOIS ADDITIONAL PREMIUM THUS COMPUTED EXCEEDS THE AMOUNT PAID BY THE NAMED INSURED, THE NAMED INSURED SHALL PAY THE DIFFERENCE TO THE COMPANY. IF ANY COMPUTATION OF THE ILLINOIS ADDITIONAL PREMIUM PRODUCES A SMALLER ILLINOIS ADDITIONAL PREMIUM, THE DIFFERENCE SHALL BE RETURNED TO THE NAMED INSURED.

4. IN THE EVENT OF CANCELLATION OF THE POLICY BY THE NAMED INSURED, OR BY THE COMPANY FOR NON-PAYMENT OF PREMIUM, PRIOR TO THE END OF THE POLICY PERIOD SET FORTH ABOVE, THE COMPUTATION OF THE MAXIMUM ILLINOIS ADDITIONAL PREMIUM SHALL BE BASED UPON THE TOTAL STANDARD PREMIUM COMPUTED PRO-RATA TO THE EXPIRATION OF THE POLICY PERIOD SET FORTH ABOVE.

F 001681

DO 063316
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
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| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | PRODUCER<br>MARSH & MC LENNAN |
| SECRETARY PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1-65 SETS

#6

IT IS AGREED THAT:

ITEM 1. OF THE DECLARATIONS - NAME OF INSURED - INCLUDES THE FOLLOWING:

DOW CHEMICAL FINANCIAL CORPORATION
DOW BADISCHE COMPANY
LUREX N.V.
THE LUREX COMPANY LIMITED

F 001682

DO 063317
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
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| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 CS |

| | PRODUCER |
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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | MARSH & MC LENNAN |
| SPECIMEN PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glorup |

180001—1.65 SETS

#7

IT IS AGREED THAT:

IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE IN POLICY COVERAGE, THIRTY (30) DAYS PRIOR WRITTEN NOTICE WILL BE GIVEN THE CONTRACTING OFFICER, UNITED STATES ARMY SIGNAL SUPPLY AGENCY, FORT MONMOUTH PROCUREMENT OFFICE, FORT MONMOUTH, NEW JERSEY.

THE TERMS OF THIS ENDORSEMENT APPLY TO THE DOW CHEMICAL COMPANY, DOWELL DIVISION OF THE DOW CHEMICAL COMPANY AND DOW INDUSTRIAL SERVICE DIVISION OF THE DOW CHEMICAL COMPANY.

F 001683

DO 063318
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
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| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS<br>PRESIDENT | PRODUCER<br>MARSH & MC LENNAN<br>COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1-65 SETS

#8

IT IS AGREED THAT:

SUCH INSURANCE AS IS AFFORDED BY THE POLICY APPLIES TO ANY OBLIGATION ASSUMED BY THE NAMED INSURED UNDER ANY CONTRACT OR AGREEMENT TO DEFEND ANY PERSON, FIRM OR ORGANIZATION.

F 001684

DO 063319
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
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| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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

PRESIDENT

PRODUCER
MARSH & MC LENNAN

COUNTERSIGNATURE OF AUTHORIZED AGENT
P. E. Glossop

180001—1-65 SETS

#9

IT IS AGREED THAT:

THE UNQUALIFIED WORD INSURED INCLUDES ANY EMPLOYEE, AS OWNER OF RECORD, WITH RESPECT TO AUTOMOBILES FURNISHED BY THE NAMED INSURED AND USED OUTSIDE OF THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS, OR CANADA, PROVIDED THE ACTUAL USE OF THE AUTOMOBILE IS WITH THE PERMISSION OF THE NAMED INSURED.

F 001685

DO 063320
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
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| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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

SPECIMEN
PRESIDENT

PRODUCER
MARSH & MC LENNAN

COUNTERSIGNATURE OF AUTHORIZED AGENT
P. E. Glossop

180001—1-65 SETS

#10

IT IS AGREED THAT:

SUCH INSURANCE AS IS AFFORDED BY THE POLICY FOR AUTOMOBILE MEDICAL PAYMENTS APPLIES WITH RESPECT TO ANY NON-OWNED AUTOMOBILE IF INSURANCE FOR THE USE THEREOF IS AFFORDED UNDER COVERAGE A OF THE POLICY.

F 001686

DO 063321
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
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| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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| | PRODUCER |
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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | MARSH & MC LENNAN |
| PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1-65 SETS

#11

F 001687

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

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

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

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

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

IV. As used in this endorsement

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

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

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

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

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

**"nuclear facility"** means

(a) any nuclear reactor,

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

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

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

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

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

with respect to injury to or destruction of property, the word **"injury"** or **"destruction"** includes all forms of radioactive contamination of property.

**LP 130 1920**

DO 063372
CONFIDENTIAL

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

71-X

PRESIDENT

#12
UNITED STATES FURNISHED VEHICLES

IT IS AGREED THAT:

SUCH INSURANCE AS IS AFFORDED BY THE POLICY ALSO APPLIES TO ANY AUTOMOBILES MAINTAINED FOR USE OR USED BY THE NAMED INSURED IN THE PERFORMANCE OF ANY CONTRACTS FOR THE UNITED STATES OF AMERICA AND TO ANY OTHER AUTOMOBILES WHILE BEING USED IN THE PERFORMANCE OF SUCH CONTRACTS. ANY AUTOMOBILE FURNISHED THE NAMED INSURED BY THE UNITED STATES OF AMERICA FOR USE IN THE PERFORMANCE OF SUCH CONTRACT SHALL BE DEEMED TO BE AN OWNED AUTOMOBILE AS DEFINED IN THE POLICY.

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DO 063323
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
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| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | PRODUCER<br>MARSH & MC LENNAN |
| PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1-65 SETS

#13

ADDITIONAL INSURED - OWNER OF GAS AND OIL LEASE "WORKING INTEREST"

IT IS AGREED THAT:

THE UNQUALIFIED WORD "INSURED" SHALL, WITH RESPECT TO DEVELOPMENT AND OPERATION OF GAS AND OIL PROPERTIES BY THE NAMED INSURED, ALSO INCLUDE ANY CO-OWNER, JOINT ADVENTURER OR MINING PARTNER WHO HAS A FINANCIAL INTEREST IN AND PARTICIPATES IN THE COST OF DEVELOPMENT AND OPERATION OF SUCH PROPERTIES.

THE TERMS OF THIS ENDORSEMENT APPLY TO:

1. E. COCKRELL JR. AND MRS. DULA DASHIELL COCKRELL, - NON-OPERATORS, WITH RESPECT TO JOINT OPERATIONS RELATING TO LANDS IN THE WILLIAM KINGSTON AND PETER POWELL SURVEY AND THE MORRISON MOSES AND WILLIAM COOPER SURVEY, HAWKINSVILLE AREA, MATAGORDA COUNTY, TEXAS AND THE STEVEN F. AUSTIN SURVEY, A-22, BRAZORIA COUNTY, TEXAS.

2. UNION OIL COMPANY OF CALIFORNIA, NON-OPERATOR, WITH RESPECT TO JOINT OPERATIONS OF OIL AND GAS LEASES LOCATED IN GLENN COUNTY, CALIFORNIA.

3. MICHAEL T. HALBOUTY, NON-OPERATOR, WITH RESPECT TO JOINT OPERATIONS RELATING TO BRAZOS-HALBOUTY-HELEN WILKINSON WELL NO. 1, J. E. PIERCE SURVEY, A-398, COLLEGEPORT FIELD, MATAGORDA COUNTY, TEXAS.

4. UNION OIL COMPANY OF CALIFORNIA AND THE TEXAS COMPANY, NON-OPERATORS, WITH RESPECT TO JOINT OPERATIONS RELATING TO WALNUT GROVE GAS UNIT "A", SACRAMENTO COUNTY, CALIFORNIA.

5. GULF OIL CORPORATION, NON-OPERATOR, WITH RESPECT TO JOINT OPERATIONS WITH THE DOW CHEMICAL COMPANY, RELATING TO OIL AND GAS LEASE OPERATING AGREEMENT DATED MARCH 17, 1958, BETWEEN THE DOW CHEMICAL COMPANY, OPERATOR, AND GULF OIL CORPORATION, NON-OPERATOR, COVERING DOW'S LEASE NO. 2221, DATED FEBRUARY 18, 1958, COVERING 1,000 ACRES OF LAND, MORE OR LESS, IN MATAGORDA COUNTY, TEXAS.

F 001689

DO 063324
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
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| | PRODUCER |
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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | MARSH & MC LENNAN |
| PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1-65 SETS

#14

UNDERGROUND PROPERTY DAMAGE COVERAGE PAGE 1 OF 2

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY WITH RESPECT TO INJURY TO OR DESTRUCTION OF UNDERGROUND PROPERTY, INCLUDING THE LOSS OF USE THEREOF, ARISING OUT OF THE OPERATIONS DESCRIBED IN THIS ENDORSEMENT, INCLUDING SUCH OPERATIONS PERFORMED FOR THE NAMED INSURED BY INDEPENDENT CONTRACTORS OR THEIR SUBCONTRACTORS WHEN COVERED BY THE POLICY, IS SUBJECT TO THE FOLLOWING PROVISIONS:

F 001690

LIMIT OF LIABILITY

THE LIMIT OF LIABILITY STATED HEREIN AS "AGGREGATE" IS THE TOTAL LIMIT OF THE COMPANY'S LIABILITY FOR ALL DAMAGES BECAUSE OF INJURY TO OR DESTRUCTION OF UNDERGROUND PROPERTY, INCLUDING THE LOSS OF USE THEREOF, ARISING OUT OF ALL SUCH OPERATIONS PERFORMED BY OR IN BEHALF OF THE NAMED INSURED IN CONNECTION WITH ANY ONE WELL.

THE LIMIT OF LIABILITY STATED HEREIN APPLIES ONLY TO THE LIABILITY OF THE COMPANY FOR DAMAGES AS RESPECTS UNDERGROUND PROPERTY. THE LIMITS OF LIABILITY STATED IN THE POLICY APPLY TO THE LIABILITY OF THE COMPANY FOR DAMAGES AS RESPECTS PROPERTY OTHER THAN UNDERGROUND PROPERTY AND DO NOT APPLY AS RESPECTS THE INSURANCE REFERRED TO IN THIS ENDORSEMENT.

EXCLUSIONS

THE INSURANCE DOES NOT APPLY:

(A) TO ANY COST OR EXPENSE INCURRED BY OR AT THE REQUEST OF THE NAMED INSURED, OR ANY OTHER PERSON OR ORGANIZATION AS CO-OWNER OF THE WORKING INTEREST IN THE UNDERGROUND PROPERTY WITH THE NAMED INSURED IN CONNECTION WITH CONTROLLING OR BRINGING UNDER CONTROL ANY OIL, GAS OR WATER WELL;

(B) TO INJURY TO OR DESTRUCTION OF THE INTEREST OF ANY PERSON OR ORGANIZATION AS CO-OWNER OF THE WORKING INTEREST IN THE UNDERGROUND PROPERTY WITH THE NAMED INSURED.

CONDITIONS

DO 063325
CONFIDENTIAL

1. DEFINITIONS:

(A) UNDERGROUND PROPERTY. THE TERM "UNDERGROUND PROPERTY," AS USED IN THIS ENDORSEMENT, MEANS OIL, GAS, WATER OR OTHER MINERAL SUBSTANCES, INCLUDING ANY TITLE, INTEREST OR ESTATE THEREIN, WHICH, AT THE TIME OF THE ACT OR OMISSION CAUSING LOSS OF, INJURY TO OR DESTRUCTION OF SUCH SUBSTANCE, OR LOSS, IMPAIRMENT OR REDUCTION OF THE VALUE OF SUCH TITLE, INTEREST OR ESTATE, HAS NOT BEEN REDUCED TO PHYSICAL POSSESSION ABOVE THE EARTH'S

| POLICY NUMBER | INSURED | EFFECTIVE |
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FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF TEXAS

SPECIMEN

PRESIDENT

PRODUCER
MARSH & MC LENNAN

COUNTERSIGNATURE OF AUTHORIZED AGENT
P. E. Glossop

180001—1-65 SETS

#14

UNDERGROUND PROPERTY DAMAGE COVERAGE PAGE 2 OF 2

SURFACE; SUCH TERM ALSO MEANS ANY WELL, HOLE, FORMATION, STRATA OR AREA BENEATH THE SURFACE OF THE EARTH IN OR THROUGH WHICH EXPLORATION FOR OR PRODUCTION OF ANY SUCH SUBSTANCE IS CARRIED ON, OR ANY CASING, PIPE, BIT, TOOL, PUMP, OR OTHER DRILLING OR WELL SERVICING MACHINERY OR EQUIPMENT WHICH IS LOCATED IN ANY SUCH WELL OR HOLE BENEATH THE EARTH'S SURFACE AT THE TIME OF THE ACCIDENT CAUSING INJURY OR DESTRUCTION.

(B) CO-OWNER OF THE WORKING INTEREST. THE TERM "CO-OWNER OF THE WORKING INTEREST" AS USED IN THIS ENDORSEMENT MEANS CO-OWNERS, JOINT VENTURES OR MINING PARTNERS IN MINERAL PROPERTIES WHO PARTICIPATE IN THE OPERATING EXPENSE OF SUCH PROPERTIES OR HAVING THE RIGHT TO PARTICIPATE IN THE CONTROL, DEVELOPMENT, OR OPERATION OF SUCH PROPERTIES.

2. AGREEMENT IN CONNECTION WITH BLOW-OUTS OR CRATERING OF WELLS

UPON THE OCCURRENCE OF A BLOW-OUT OR CRATERING OF ANY OIL, GAS OR WATER WELL RESULTING FROM OR IN CONNECTION WITH OPERATIONS PERFORMED BY OR IN BEHALF OF T NAMED INSURED. THE NAMED INSURED HEREBY AGREES THAT HE WILL AT HIS OWN COST AND EXPENSE USE DUE AND REASONABLE DILIGENCE TO TAKE ALL SUCH PROMPT AND IMMEDIATE STEPS FOR THE PURPOSE OF CONTROLLING OR BRINGING UNDER CONTROL SUCH WELL AS SHALL BE REQUIRED OF HIM BY REGULATION, ORDER OR DIRECTIVE OF PUBLIC AUTHORITIES HAVING JURISDICTION IN THE MATTER, UNLESS SUCH REGULATION, ORDER OR DIRECTIVE IS BEING COMPLIED WITH BY OTHERS.

FOR FAILURE OR DELAY OF THE NAMED INSURED TO COMPLY WITH THE OBLIGATIONS OF THIS AGREEMENT, THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OF OR DAMAGE TO UNDERGROUND PROPERTY, OR ANY TITLE, INTEREST OR ESTATE THEREIN, RESULTING FROM THE BLOW-OUT OR CRATERING OF ANY SUCH WELL.

F 001691

DESCRIPTION OF OPERATIONS

OIL LEASE OPERATORS-ALL OPERATIONS
GASOLINE RECOVERY-FROM CASING HEAD OR NATURAL GAS
OIL OR GAS WELLS-CLEANING OR SWABBING-BY CONTRACTORS
OIL OR GAS WELLS-DRILLING OR REDRILLING, INSTALLATION OR RECOVERY OF CASING
GAS LEASE OPERATORS-NATURAL GAS-ALL OPERATIONS
OIL OR GAS WELL SHOOTING

LIMIT OF LIABILITY

$ 100,000 AGGREGATE

DO 063326
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
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| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | PRODUCER<br>MARSH & MC LENNAN |
| PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1-65 SETS

#15

IT IS AGREED THAT:

SUCH INSURANCE AS IS AFFORDED BY THE POLICY AS RESPECTS THOSE AUTOMOBILES LICENSED IN THE PROVINCE OF SASKATCHEWAN SHALL BE EXCESS OF THE AMOUNT PAYABLE THEREFOR UNDER THE AUTOMOBILE ACCIDENT ACT (SASKATCHEWAN), AND AMENDMENTS THERETO, HAD THIS POLICY NOT BEEN ISSUED.

F 001692

DO 063327
CONFIDENTIAL

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| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | PRODUCER<br>MARSH & MC LENNAN |
| PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT |

180001—1-65 SETS

#16

IT IS AGREED THAT:

POLICY LP 130 1920 INCLUDES COVERAGE FOR THE CHRISTOPHER FOUNDATION, AS ADDITIONAL INSURED, BUT ONLY AS RESPECTS THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES LOCATED AT 8300 BAKER AVENUE, CLEVELAND, OHIO, AND LEASED TO DOBECKMUN COMPANY, A DIVISION OF THE DOW CHEMICAL COMPANY.

F 001693

DO 063328
CONFIDENTIAL

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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | PRODUCER<br>MARSH & MC LENNAN |
| SPECIMEN PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT |

180001—1-65 SETS

#17

IT IS AGREED THAT:

POLICY LP 130 1920 INCLUDES COVERAGE FOR JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, AS ADDITIONAL INSURED, BUT ONLY AS RESPECTS THE OWNERSHIP, MAINTENANCE OR USE OF THE PREMISES LOCATED AT 5300 DOBECKMUN AVENUE, CLEVELAND, OHIO, AND LEASED TO DOBECKMUN COMPANY, A DIVISION OF THE DOW CHEMICAL COMPANY, INCLUDING THE RAILROAD SIDETRACK AGREEMENT PERTAINING THERETO.

F 001694

DO 0633.19
CONFIDENTIAL

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| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

| | PRODUCER |
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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | MARSH & MC LENNAN |
| Fred H Merrill<br>PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT |

180001—1-65 SETS

#18

IT IS AGREED THAT:

IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE IN POLICY COVERAGE, TEN (10) DAYS PRIOR WRITTEN NOTICE WILL BE GIVEN THE SECRETARY OF STATE, 336 S. ASHLAND AVENUE, CHICAGO, ILLINOIS.

THE TERMS OF THIS ENDORSEMENT APPLY TO THE DOW CHEMICAL COMPANY, DOWELL DIVISION OF THE DOW CHEMICAL COMPANY AND DOW INDUSTRIAL SERVICE DIVISION OF THE DOW CHEMICAL COMPANY.

F 001695

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CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS<br>SPECIMEN PRESIDENT | PRODUCER<br>MARSH & MC LENNAN<br>COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1-65 SETS

#19

IT IS AGREED THAT:

IN THE EVENT OF TERMINATION, CANCELLATION, OR MATERIAL CHANGE OF THE POLICY, TEN (10) DAYS PRIOR WRITTEN NOTICE WILL BE GIVEN TO THE MICHIGAN STATE HIGHWAY DEPARTMENT, LANSING, MICHIGAN.

F 001696

DO 063331
CONFIDENTIAL

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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS<br>SPECIMEN<br>PRESIDENT | PRODUCER<br>MARSH & MC LENNAN<br>COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1-65 SETS

#20

IT IS AGREED THAT:

IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE IN POLICY COVERAGE, THIRTY (30) DAYS PRIOR WRITTEN NOTICE WILL BE GIVEN THE DEPARTMENT OF THE NAVY, OFFICE OF NAVAL MATERIAL, INSURANCE BRANCH, WASHINGTON,D. C.

COVERAGE UNDER THIS POLICY IS PROVIDED IN CONNECTION WITH OPERATIONS UNDER ALL DEPARTMENT OF THE NAVY COST-TYPE CONTRACTS.

F 001697

DO 063332
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE | |
|---|---|---|---|
| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 | CS |

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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | PRODUCER<br>MARSH & MC LENNAN |
| SPECIMEN PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossup |

180001—1-65 SETS

#21

IT IS AGREED THAT:

THE UNQUALIFIED WORD "INSURED" ALSO INCLUDES THE ORGANIZATION DESIGNATED BELOW, BUT ONLY WITH RESPECT TO THEIR OWNERSHIP OF THE PREMISES LOCATED AT 201 E. PALMER STREET, INDIANAPOLIS, INDIANA AND LEASED TO ALLIED LABORATORIES, DIVISION OF THE DOW CHEMICAL COMPANY.

NAME OF ORGANIZATION

C. A. SCHRADER COMPANY, INC.
33 E. 55TH STREET
INDIANAPOLIS, INDIANA

F 001698

DO 063333
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
|---|---|---|
| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | PRODUCER<br>MARSH & MC LENNAN |
| PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1-65 SETS

| #22 |
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IT IS AGREED THAT:

THE INSURANCE AFFORDED BY THE POLICY APPLIES TO ASSESSMENTS LEVIED AGAINST THE INSURED UNDER THE TERMS OF ANY PROVINCIAL FOREST ACT IN THE DOMINION OF CANADA.

F 001699

DO 063334
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
|---|---|---|
| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | PRODUCER<br>MARSH & MC LENNAN |
| PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT |

180001—1-65 SETS

#23

IT IS AGREED THAT:

THE DEFINITION OF OWNED AUTOMOBILE IS EXTENDED TO INCLUDE AUTOMOBILES LEASED FROM LEASING CONCERNS BY THE NAMED INSURED.

F 001700

DO 063335
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
|---|---|---|
| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | PRODUCER<br>MARSH & MC LENNAN |
| PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1-65 SETS

#24

IT IS AGREED THAT:

THE DEFINITION OF INSURED IS AMENDED TO INCLUDE THE FOLLOWING BUT ONLY WITH RESPECT TO WORK BEING PERFORMED BY THE DOW INDUSTRIAL SERVICE DIVISION OF THE DOW CHEMICAL COMPANY:

ATLANTIC CITY ELECTRIC COMPANY

IT IS FURTHER AGREED THAT:

1. IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE IN THE POLICY, TEN (10) DAYS PRIOR WRITTEN NOTICE WILL BE GIVEN TO THE ATLANTIC CITY ELECTRIC COMPANY.

2. IF THE ADDITIONAL INSURED HAS OTHER INSURANCE AGAINST A LOSS COVERED BY THIS POLICY, THE INSURANCE UNDER THIS POLICY SHALL BE PRIMARY INSURANCE.

3. CROSS LIABILITY IS CONTAINED IN CONDITION 3 OF THE POLICY.

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DO 063336
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
|---|---|---|
| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | PRODUCER<br>MARSH & MC LENNAN |
| SPECIMEN PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1.65 SETS

#25

IT IS AGREED THAT:

THE DEFINITION OF INSURED IS AMENDED TO INCLUDE THE FOLLOWING BUT ONLY WITH RESPECT TO WORK BEING PERFORMED UNDER CONTRACT BY THE DOW INDUSTRIAL SERVICE DIVISION OF THE DOW CHEMICAL COMPANY:

PACIFIC GAS AND ELECTRIC COMPANY

IT IS FURTHER AGREED THAT:

1. IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE IN THE POLICY, TEN (10) DAYS PRIOR WRITTEN NOTICE WILL BE GIVEN TO THE PACIFIC GAS AND ELECTRIC COMPANY.

2. CROSS LIABILITY IS CONTAINED IN CONDITION 3 OF THE POLICY.

F 001702

DO 063337
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
|---|---|---|
| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS<br>PRESIDENT | PRODUCER<br>MARSH & MC LENNAN<br>COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1-65 SETS

| | #26 | RISK ACCT. #307 117 |
|---|---|---|

IT IS AGREED THAT:

THE UNQUALIFIED WORD "INSURED" ALSO INCLUDES THE ORGANIZATIONS DESIGNATED BELOW, BUT ONLY WITH RESPECT TO THE LEASE OF PREMISES AGREEMENT DATED MARCH 30, 1962 IN CONNECTION WITH THE PREMISES LOCATED AT LEVITOWN, BURLINGTON INDUSTRIAL PARK, MT. HOLLY BURLINGTON, BURLINGTON COUNTY, NEW JERSEY.

NAME OF ORGANIZATIONS

RADIO CORPORATION OF AMERICA (TENANT), 30 ROCKEFELLER PLAZA, NEW YORK, NEW YORK

RIKER REALTY COMPANY (LANDLORD), BURLINGTON, NEW JERSEY

SECOND FEDERAL SAVINGS & LOAN ASSOCIATION OF PHILADELPHIA BURLINGTON, BURLINGTON COUNTY, NEW JERSEY

F 001703

DO 063338
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
|---|---|---|
| LP 130 19 20 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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

Fred H Merrill PRESIDENT

PRODUCER
MARSH & MC LENNAN

COUNTERSIGNATURE OF AUTHORIZED AGENT
P. E. Glossop

180001—1-65 SETS

#27
ADDITIONAL INSURED - LESSOR

IT IS AGREED THAT:

SUCH INSURANCE AS IS AFFORDED BY THE POLICY FOR BODILY INJURY LIABILITY AND FOR PROPERTY DAMAGE LIABILITY APPLIES TO THE PERSON OR ORGANIZATION DESIGNATE BELOW, AS INSURED, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OWNERSHIP, MAINTENANCE OR USE OF THAT PART OF THE PREMISES DESIGNATED BELOW LEASED BY SAID PERSON OR ORGANIZATION TO THE NAMED INSURED, SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

THE INSURANCE DOES NOT APPLY:

(1) TO ACCIDENTS WHICH OCCUR AFTER THE NAMED INSURED CEASES TO BE A TENANT IN SAID PREMISES;
(2) TO STRUCTURAL ALTERATIONS, NEW CONSTRUCTION OR DEMOLITION OPERATIONS PERFORMED BY OR FOR SAID PERSON OR ORGANIZATION.

THE EXCLUSION IN THE POLICY RELATING TO LIABILITY ASSUMED BY CONTRACT IS REPLACED BY THE FOLLOWING WITH RESPECT TO THE INSURANCE AFFORDED TO SAID PERSON OR ORGANIZATION:

TO LIABILITY ASSUMED BY SAID PERSON OR ORGANIZATION UNDER ANY CONTRACT OR AGREEMENT, BUT THIS EXCLUSION DOES NOT APPLY TO THE FOLLOWING TYPES OF WRITTEN AGREEMENTS RELATING TO THE PREMISES:

(1) ANY EASEMENT AGREEMENT, EXCEPTION IN CONNECTION WITH A RAILROAD GRADE CROSSING,
(2) ANY AGREEMENT REQUIRED BY MUNICIPAL ORDINANCE, EXCEPT IN CONNECTION WITH WORK FOR THE MUNICIPALITY,
(3) ANY ELEVATOR OR ESCALATOR MAINTENANCE AGREEMENT, OR
(4) ANY LEASE OR PREMISES AGREEMENT.

F 001704

SCHEDULE

DESIGNATION OF PREMISES

2801-2923 RONAN
MIDLAND, MICHIGAN

NAME OF ADDITIONAL INSURED

PRUDENTIAL REAL ESTATE TRUST AND COLLINS TUTTLE MANAGEMENT CORP.

NO CHARGE

DO 063339
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
|---|---|---|
| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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

SPECIMEN PRESIDENT

PRODUCER
MARSH & MC LENNAN

COUNTERSIGNATURE OF AUTHORIZED AGENT
P. E. Glossop

180001—1-65 SETS

#28

## INCIDENTAL PROFESSIONAL LIABILITY

IT IS AGREED THAT THE INSURANCE AFFORDED APPLIES SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

F 001705

1. THE INSURANCE ALSO APPLIES TO

   (A) PERSONAL INJURY, OR

   (B) PROPERTY DAMAGE

   OCCURRING DURING THE POLICY PERIOD AND ARISING OUT OF MALPRACTICE, ERROR OR MISTAKE COMMITTED AT OR IN CONNECTION WITH THE PREMISES

   (1) IN THE RENDERING OF OR FAILURE TO RENDER MEDICAL, SURGICAL, DENTAL, X-RAY OR NURSING SERVICE OR TREATMENT, OR THE FURNISHING OF FOOD OR BEVERAGES IN CONNECTION THEREWITH, OR

   (2) THE FURNISHING OR DISPENSING OF DRUGS OR MEDICAL, DENTAL OR SURGICAL SUPPLIES OR APPLIANCES.

2. THE INSURED SHALL GIVE WRITTEN NOTICE IN ACCORDANCE WITH THE CONDITIONS OF THE POLICY, UPON BECOMING AWARE OF ANY CLAIM OR ALLEGATION OF MALPRACTICE ERROR, OR MISTAKE.

3. THE LIMIT OF PERSONAL INJURY LIABILITY STATED IN THE DECLARATIONS AS APPLICABLE TO EACH OCCURRENCE SHALL ALSO BE THE TOTAL LIMIT OF THE COMPANY'S LIABILITY UNDER THIS ENDORSEMENT.

4. THE INSURANCE DOES NOT APPLY

   (A) TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSURER MAY BE HELD LIABLE UNDER ANY WORKMEN'S COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW OR ANY SIMILAR LAW, OR

   (B) TO PERSONAL INJURY TO ANY PERSON TO OR FOR WHOM BENEFITS OR DAMAGES ON ACCOUNT THEREOF ARE PAYABLE UNDER ANY VALID AND COLLECTIBLE VOLUNTARY COMPENSATION OR EMPLOYER'S LIABILITY INSURANCE AVAILABLE TO THE INSURED.

DO 063340
CONFIDENTIAL

5. EXCLUSION (C) DOES NOT APPLY TO THIS INSURANCE.

6. THE SUPPLEMENTARY PAYMENTS PROVISION OF THE POLICY SHALL NOT APPLY TO THIS INSURANCE INSOFAR AS IT PROVIDES FOR THE PAYMENT OF EXPENSES INCURRED BY THE INSURED FOR FIRST AID AT THE TIME OF ACCIDENT.

| POLICY NUMBER | INSURED | EFFECTIVE |
|---|---|---|
| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | PRODUCER<br>MARSH & MC LENNAN |
| SPECIMEN<br>PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1-65 SETS

#29

# UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY ENDORSEMENT

F 001700

It is agreed that:

1. The certification of the policy, as proof of financial responsibility under the provisions of any state or federal motor carrier law or regulations promulgated by any public or federal authority having jurisdiction with respect thereto, amends the policy to provide insurance for automobile bodily injury and property damage liability in accordance with the provisions of such law or regulations to the extent of the coverage and limits of liability required thereby; provided only that the insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except by reason of the obligation assumed in making such certifications.

2. Cancellation of the policy and this endorsement may be effected only after giving 10 days notice in writing to the public or federal authority with which such certificate has been filed.

3. The Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance has been filed with public or federal authority No.(s) 18, as identified on the reverse side hereof.

DO 063341
CONFIDENTIAL

Forming a part of the policy to which attached.

(Complete the following only if endorsement is to become effective after policy inception date)

| POLICY NUMBER | INSURED | EFFECTIVE |
|---|---|---|
| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>SPECIMEN<br>Fred H Merrill<br>PRESIDENT 70-X | PRODUCER<br>MARSH & MC LENNAN<br>COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

100,065—8-64

RISK #307-117

#30

IT IS AGREED THAT:

LINE FOUR AND LINE ELEVEN OF CONDITION 5. (C) OF THE POLICY ARE AMENDED TO READ AS SHOWN BELOW:

LINE FOUR:

"REGISTERED IN THE NAME OF THE INSURED AND ANY TRAILER DESIGNED"

LINE ELEVEN:

"EXECUTIVE OFFICER, COMPTROLLER, CONTROLLER, DIRECTOR, TRUSTEE OR STOCKHOLDER"

F 001707

DO 063342
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
|---|---|---|
| LP 130 1920 | THE DOW CHEMICAL COMPANY | 1-1-69 |

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| | PRODUCER |
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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | MARSH & MC LENNAN |
| Fred H Merrill PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1.65 SETS

931

RISK ACCT. #307 117

IT IS AGREED THAT:

THE CITY OF LOS ANGELES, ITS OFFICERS, AGENTS AND EMPLOYEES, AND THE BOARD OF HARBOR COMMISSIONERS THEREOF, ARE ADDED AS ADDITIONAL INSUREDS, WITH RESPECT TO LEGAL LIABILITY AND DEFENSE OF CLAIMS ARISING OUT OF THE OWNERSHIP, MAINTENANCE OR USE OF PREMISES LEASED BY THE BOARD OF HARBOR COMMISSIONERS TO THE DOW CHEMICAL COMPANY

IT IS FURTHER AGREED THAT:

THIS POLICY SHALL NOT BE CANCELLED OR REDUCED IN COVERAGE OR AMOUNT UNTIL THE BOARD OF HARBOR COMMISSIONERS AND THE CITY ATTORNEY OF THE CITY OF LOS ANGELES HAVE BEEN GIVEN THIRTY (30) DAYS NOTICE THEREOF BY REGISTERED MAIL

F 001708

DO 063343
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
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| LP 130 19 20 | THE DOW CHEMICAL COMPANY | 7-25-69 |

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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | PRODUCER<br>MARSH & MC LENNAN |
| Fred H Merrill PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT<br>P. E. Glossop |

180001—1-65 SETS

RISK ACCT: #307-117

F 001709

# DANGEROUS ARTICLES TRANSPORTATION ENDORSEMENT

1. THIS ENDORSEMENT IS ATTACHED TO THE POLICY DESCRIBED BELOW TO ASSURE COMPLIANCE BY THE NAMED INSURED WITH APPROPRIATE PROVISIONS OF TITLE 21 OF THE CALIFORNIA ADMINISTRATIVE CODE AND THE VEHICLE CODE, AND THE PERTINENT RULES, REGULATIONS AND PERMIT PROVISIONS OF THE STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF BAY TOLL CROSSINGS, AND ITS OFFICERS, AGENTS AND EMPLOYEES INCIDENT TO THE ISSUANCE OF A PERMIT GRANTING THE NAMED INSURED PERMISSION TO OPERATE VEHICLES AND TRANSPORT DANGEROUS ARTICLES WHICH WOULD OTHERWISE BY UNLAWFUL.

2. THE COMPANY HEREBY AMENDS THE POLICY DESCRIBED BELOW IN ACCORDANCE WITH ALL APPLICABLE CALIFORNIA STATUTUES. THIS AMENDMENT SHALL APPLY ONLY WHILE THE NAMED INSURED IS OPERATING THE VEHICLES DESCRIBED BELOW WITHIN THE STATE OF CALIFORNIA AND INCIDENT TO THE SAID PERMIT. THE COMPANY SHALL NOT BE RELIEVED FROM LIABILITY HEREUNDER OR FROM THE PAYMENT OF ANY FINAL JUDGMENT RESULTING THEREFROM BY REASON OF ANYTHING CONTAINED IN THE POLICY OR ANY ENDORSEMENTS THEREON, OR THE VIOLATION OF ANY PROVISIONS OF THE PERMIT ISSUED, FOR WHICH THIS ENDORSEMENT IS A CONDITION PRECEDENT, SUCH AS TIME, ROUTES, DESCRIPTIONS, TERMS, PROVISIONS, CONDITIONS, STIPULATIONS, RULES, REGULATIONS OR REQUIREMENTS OF THIS PERMIT, OR THE VIOLATION OF ANY OF THE PROVISIONS OF THE POLICY OR OF ANY ENDORSEMENT THEREON BY THE NAMED INSURED.

3. THE STATE OF CALIFORNIA IS HEREBY DECLARED TO BE AN ADDITIONAL INSURED IN THE BELOW-NUMBERED POLICY INSOFAR AS IT MAY BE HELD LIABLE AS A CONSEQUENCE OF THE ISSUANCE OF THE PERMIT HEREINBEFORE REFERRED TO.

4. THE INSURANCE WILL NOT BE CANCELLED WITHOUT AT LEAST TEN (10) DAYS' PRIOR WRITTEN NOTICE TO THE OPERATIONS ENGINEER, DIVISION OF BAY TOLL CROSSING TOLL PLAZA, OAKLAND, CALIFORNIA 94608.

5. IT IS UNDERSTOOD AND AGREED THAT THIS POLICY COVERS THE LIABILITY OF THE INSURED ASSUMED UNDER ANY PERMIT OR PERMITS ISSUED BY THE STATE OF CALIFORNIA FOR THE TRANSPORTATION OF FLAMABLE LIQUIDS,FLAMABLE COMPRESSED GASES, CORROSIVE LIQUIDS, OR EXPLOSIVES ACROSS THE RICHMOND - SAN RAFAEL, CARGUINEZ, BENICIA - MARTINEZ, SAN MATEO - HAYWARD, DUNBARTON, AND VINCENT THOMAS BRIDGES

6. THE PERMITTEE IS RESPONSIBLE FOR ALL LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE WHICH MAY OCCUR THROUGH ANY ACT OR OMISSION OF THE PERMITTEE WHEN ACTING UNDER THIS PERMIT, AND IN THE EVENT ANY CLAIM IS MADE AGAINST THE STATE OF CALIFORNIA OR ANY DEPARTMENT, OFFICER, OR EMPLOYEE THEREOF, THROUGH, BY REASON OF, OR IN CONNECTION WITH ANY SUCH ACT OR OMISSION, PERMITTEE SHALL DEFEND, INDEMNIFY AND HOLD THEM AND EACH OF THEM HARMLESS FROM SUCH CLAIM.

DO 063344
CONFIDENTIAL

| POLICY NUMBER | INSURED | EFFECTIVE |
|---|---|---|
| LP-130 19 20 | DOW INDUSTRIAL SERVICE DIVISION OF THE DOW CHEMICAL CO. | 1-1-69 |

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| FIREMAN'S FUND INSURANCE COMPANY<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS | PRODUCER<br>MARSH & MC LENNAN |
| Fred H Merrill PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT |

180001—1-65 SETS

DO 063345
CONFIDENTIAL

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

F 001710

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

OREGON PUBLIC UTILITY COMMISSIONER F 001711

# ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY—AUTOMATIC COVERAGE

The policy to which this endorsement is attached is an automobile bodily injury liability and property damage liability policy, and is hereby amended to assure compliance by the named insured, as a motor carrier of passengers or property with appropriate provisions of the Motor Transportation Code of Oregon, as amended, and the pertinent rules and regulations of the Public Utility Commissioner of Oregon, promulgated in accordance with the provisions of the Motor Transportation Code of Oregon.

In consideration of the premium stated in the policy to which this endorsement is attached, or becomes a part, when duly countersigned, the company hereby agrees to pay any final judgment recovered against the named insured for bodily injury to or the death of any persons or loss of or damage to property of others (excluding injury to or death of the named insured's employees while engaged in the course of their employment, and loss of or damage to property owned or operated by or in the care, custody or control of the named insured, and property transported by the named insured, designated as cargo, and to any obligation for which the named insured may be held liable under any workmen's compensation law), resulting from the negligent operation, maintenance, ownership, or use of motor vehicles under permit issued to the named insured by the Public Utility Commissioner of Oregon, or otherwise under the Oregon Motor Transportation Code, within the limits of liability hereinafter provided, regardless of whether such motor vehicles are specifically described in the policy or not. It is understood and agreed that upon failure of the company to pay any such final judgment recovered against the named insured, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment. The bankruptcy or insolvency of the named insured shall not relieve the company of any of its obligations hereunder. The liability of the company extends to such losses, damages, injuries, or deaths whether occurring on the route or in the territory authorized to be served by the named insured or elsewhere, within the State of Oregon, but as respects this endorsement only while operating under the provisions of the Motor Transportation Code of Oregon.

The liability of the company on each motor vehicle for the following limits shall be a continuing one notwithstanding any recovery hereunder, in the following minimum amounts:

| Type of Motor Vehicle: | Bodily Injury Limit for Each Person | Liability Limit for Each Accident | Property Damage Liability Limit for Each Accident |
|---|---|---|---|
| Each motor vehicle authorized for use in the transportation of property or persons | $10,000 | $20,000 | $10,000 |

In the event the policy to which this endorsement is attached is issued for limits greater than those prescribed herein, the terms and conditions of this endorsement shall apply only to the minimum limits set forth in this endorsement.

Nothing contained in the policy or any endorsements thereon, nor the violation of any of the provisions of the policy or of any endorsement thereon by the named insured, shall relieve the company from liability hereunder or from the payment of any such final judgment, but as respects any equipment of the named insured while being operated by others under an interchange of equipment agreement or requirement, the insurance afforded by this policy shall be in excess over any other valid and collectible insurance available to the named insured.

The named insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy, except for the agreement contained in this endorsement.

Cancellation of this endorsement or of the policy to which it is attached may be effected by the company or the named insured giving not less than 15 days' notice in writing to the Public Utility Commissioner of Oregon at his office in Salem, Oregon, said notice to commence to run from the date notice is actually received at the office of said Commissioner.

Attached to and forming a part of Policy No. LP 1301920 issued by the ASSOCIATED INDEMNITY COMPANY (herein called company) of 15 WASHINGTON ST., NEWARK, NEW JERSE

To DOW CHEMICAL COMPANY, A CORPORATION of

Dated at PORTLAND OREGON this 27TH Day of DECEMBER, 1968

Authorized Company Representative

MP-944—1-1-54 Revised

Printed and for Sale by Pacific Stationery Company, Portland 4, Ore. 11742

DO 063346
CONFIDENTIAL

# PUBLIC LIABILITY AND PROPERTY DAMAGE ENDORSEMENT

## THE STATE CORPORATION COMMISSION

## STATE OF KANSAS

**Docket No. 15600**

F 001712

It is understood and agreed that the policy to which this endorsement is attached is written in pursuance of and such policy shall fulfill the insurance requirements of section 66-1, 128, General Statutes of Kansas 1935, or as may be hereafter amended, and the rules and regulations of the State Corporation Commission adopted thereunder with respect to liability for injuries to persons (except employees of the assured injured in the course of their employment) and for damage to property (except cargo). The obligations and promises of this endorsement, however, shall be effective only while the equipment covered by this policy is being operated within the State of Kansas.

It is further understood and agreed that the company waives a description of the motor vehicles, trailers or semitrailers insured hereunder and the policy is hereby amended and extended so as to cover any and all motor vehicles, trailers and semitrailers operated or used by the assured pursuant to the certificate, permit or license issued by the State Corporation Commission of Kansas.

Nothing contained in the policy or any endorsement thereon, nor the violation of any of the provisions thereof by the assured, shall relieve the company from liability thereunder as an insurer; provided, that nothing herein shall be construed to prohibit the company from providing for the right of reimbursement or subrogation as between itself and the assured in cases where the carrier is operating equipment in violation of the permit, license or certificate issued to him by the Commission.

The cancelation of the policy to which this endorsement is attached shall not take effect until after ten (10) days notice in writing, by the company, shall have first been given to the State Corporation Commission of Kansas, at its office at Topeka, Kansas. Said ten (10) days notice to commence from the date notice is actually received at the office of the Commission.

Attached to and forming part of policy number LP 130 19 20 of the Associated Indemnity Corp.
Name of insuring company

of San Francisco, Calif. issued to The Dow Chemical Company

Countersigned ______________________ Date ______________________
Authorized Agent

NBCU 3305

DO 063347
CONFIDENTIAL

PUC 2.503
Colo. Form 5—INS Second Revision 1966

F 001713

The Public Utilities Commission of the State of Colorado

## UNIFORM PUBLIC LIABILITY AND PROPERTY DAMAGE ENDORSEMENT

The policy to which this endorsement is attached is written in pursuance of, and is to be construed in accordance with, any one or more of the following laws of the State of Colorado:

Chapter 115-9-10—C.R.S. 1963
Chapter 115-11-9—C.R.S. 1963
Chapter 115-10-6—C.R.S. 1963

and the Rules and Regulations of the Public Utilities Commission of the State of Colorado adopted thereunder and applicable to the Insured. In consideration of the premium stated in the policy to which this endorsement is attached, the Insurer hereby waives a description of the motor vehicle or motor vehicles to be insured thereunder, and agrees to pay any final judgment within the limits set forth in the policy or endorsements attached thereto, for injury to, and/or death of persons (with the exception of any employee of the Assured) and damage to property (excluding property of the Assured or property which is rented or leased by the Assured or property other than the baggage of passengers in the custody of the Assured or carried in or upon any automobile of the Assured) resulting from the ownership, maintenance or use of any and all motor vehicles and/or trailers, pursuant to a Certificate of Public Convenience and Necessity or a Permit issued by the Public Utilities Commission of the State of Colorado, and further agrees that upon the failure of the Insurer to pay any such final judgment, such judgment creditor may maintain an action in any court of competent jurisdiction to compel such payment. It is understood and agreed by and between the Insurer and the Assured that the right of any person to recover hereunder shall not be affected by any act or omission of the Assured or of any employee of the Assured with regard to any condition or requirement of said policy, but all the terms and conditions of the policy shall remain in full force and be binding as between the Insurer and the Assured; and the Insurer shall be reimbursed by the Assured for any and all loss, costs or expenses paid or incurred by the Insurer which the Insurer would not be obligated to pay under the provisions of the policy independently of this endorsement.

### MINIMUM SCHEDULE

*On each motor vehicle used for the transportation of persons and/or property:

| Passenger Capacity | Not to Exceed for Death or Injury to: Any One Person | All Persons | Property Damage |
|---|---|---|---|
| 12 or less | $25,000 | $ 50,000 | $5,000 |
| 13 to 18, inclusive | 25,000 | 70,000 | 5,000 |
| 19 to 24, inclusive | 25,000 | 90,000 | 5,000 |
| More than 24 | 25,000 | 100,000 | 5,000 |

**On vehicles used for the transportation of property: For death or injury to any one person, $25,000; all persons, $50,000; property damage, $5,000.

All conditions and provisions of this policy, and any statements or agreements contained therein or endorsed thereon in conflict with this endorsement are, by agreement of all parties hereto, held null and void insofar as they are in conflict herewith.

The policy to which this endorsement is attached shall not be cancelled until after ten days notice in writing shall have first been given by the Insurance Company or its authorized agent to the Public Utilities Commission of the State of Colorado, at its office at Denver, Colorado, said ten days notice to commence to run from the date the date notice is actually received at the office of the Commission **AND TO BE ON PAPER 8½ INCHES BY 11 INCHES.**

**ATTACHED TO AND FORMING A PART OF POLICY NO** LP 130 1920

issued by the ASSOCIATED INDEMNITY CORPORATION Insurance Company

to DOWELL DIVISION OF THE DOW CHEMICAL COMPANY

*Eliminate reference to transportation of passengers when endorsement is attached to policy issued to a property carrier only.
**Eliminate reference to transportation of property when endorsement is attached to policy issued to a passenger carrier only.
Full schedule applies to carrier of both passengers and property.
THIS FORM OF ENDORSEMENT IS REQUIRED TO BE ATTACHED TO THE POLICY OF PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE BUT NOT TO THE CERTIFICATE OF INSURANCE AND MUST BE GIVEN TO THE INSURED AND NOT FILED WITH THE COMMISSION.

DO 063348
CONFIDENTIAL

NBCU 2133F

PUC 2.503
Colo. Form 6—INS Second Revision 1966

The Public Utilities Commission of the State of Colorado

## UNIFORM PUBLIC LIABILITY AND PROPERTY DAMAGE ENDORSEMENT

F 001714

The policy to which this endorsement is attached is written in pursuance of, and is to be construed in accordance with, any one or more of the following laws of the State of Colorado:

Chapter 115-9-10—C.R.S. 1963
Chapter 115-11-9—C.R.S. 1963
Chapter 115-10-6—C.R.S. 1963

and the Rules and Regulations of the Public Utilities Commission of the State of Colorado adopted thereunder and applicable to the Insured. In consideration of the premium stated in the policy to which this endorsement is attached, the Insurer hereby waives a description of the motor vehicle or motor vehicles to be insured thereunder, and agrees to pay any final judgment within the limits set forth in the policy or endorsements attached thereto, for injury to, and/or death of persons (with the exception of any employee of the Assured) and damage to property (excluding property of the Assured or property which is rented or leased by the Assured or property other than the baggage of passengers in the custody of the Assured or carried in or upon any automobile of the Assured) resulting from the ownership, maintenance or use of any and all motor vehicles and/or trailers, pursuant to a Certificate of Public Convenience and Necessity or a Permit issued by the Public Utilities Commission of the State of Colorado, and further agrees that upon the failure of the Insurer to pay any such final judgment, such judgment creditor may maintain an action in any court of competent jurisdiction to compel such payment. It is understood and agreed by and between the Insurer and the Assured that the right of any person to recover hereunder shall not be affected by any act or omission of the Assured or of any employee of the Assured with regard to any condition or requirement of said policy, but all the terms and conditions of the policy shall remain in full force and be binding as between the Insurer and the Assured; and the Insurer shall be reimbursed by the Assured for any and all loss, costs or expenses paid or incurred by the Insurer which the Insurer would not be obligated to pay under the provisions of the policy independently of this endorsement.

### MINIMUM SCHEDULE

*On each motor vehicle used for the transportation of persons and/or property:

| Passenger Capacity | Not to Exceed for Death or Injury to: Any One Person | All Persons | Property Damage |
|---|---|---|---|
| 12 or less . . . . . . . . . . . . . | $25,000 | $ 50,000 | $5,000 |
| 13 to 18, inclusive . . . . . . . . . | 25,000 | 70,000 | 5,000 |
| 19 to 24, inclusive . . . . . . . . . | 25,000 | 90,000 | 5,000 |
| More than 24 . . . . . . . . . . | 25,000 | 100,000 | 5,000 |

**On vehicles used for the transportation of property: For death or injury to any one person, $25,000; all persons, $50,000; property damage, $5,000.

All conditions and provisions of this policy, and any statements or agreements contained therein or endorsed thereon in conflict with this endorsement are, by agreement of all parties hereto, held null and void insofar as they are in conflict herewith.

The policy to which this endorsement is attached shall not be cancelled until after ten days notice in writing shall have first been given by the Insurance Company or its authorized agent to the Public Utilities Commission of the State of Colorado, at its office at Denver, Colorado, said ten days notice to commence to run from the date the date notice is actually received at the office of the Commission **AND TO BE ON PAPER 8½ INCHES BY 11 INCHES.**

**ATTACHED TO AND FORMING A PART OF POLICY NO.** LP 130 1920

issued by the ASSOCIATED INDEMNITY CORPORATION Insurance Company

to DOW INDUSTRIAL SERVICE DIVISION OF THE DOW CHEMICAL COMPANY

*Eliminate reference to transportation of passengers when endorsement is attached to policy issued to a property carrier only.
**Eliminate reference to transportation of property when endorsement is attached to policy issued to a passenger carrier only.
Full schedule applies to carrier of both passengers and property.
THIS FORM OF ENDORSEMENT IS REQUIRED TO BE ATTACHED TO THE POLICY OF PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE BUT NOT TO THE CERTIFICATE OF INSURANCE AND MUST BE GIVEN TO THE INSURED AND NOT FILED WITH THE COMMISSION.

DO 063349
CONFIDENTIAL

NBCU 2133F

F 001715

ENDORSEMENT TO AUTOMOBILE LIABILITY POLICY

Policy No. LP 130 19 20, dated 1-1-69, issued to DOWELL DIVISION OF THE DOW CHEMICAL CO. MIDLAND, MICHIGAN hereby endorsed and the property damage liability limit is hereby increased to $25,000.00 insofar as the Mississippi State Highway Department is concerned. It is understood and agreed that the property damage coverage under this policy is extending to and does include any damage to the roadway, bridges, culverts, shoulder approaches, or other appurtenances of the highways under the jurisdiction of the said State Highway Department by the equipment of said insured up to $25,000.00 regardless of whether said damage was the result of an accident or not. This endorsement covers any such damage to said highways and structures caused by the operation of said equipment when hauling loads which are in excess of the legal weight and dimensions.

It is further understood and agreed that, should the above mentioned policy limit the liability for damage to hauls of a specified length, all such provisions are hereby specifically waived and full liability is assumed for any damage to any part of a Mississippi state highway by any of the equipment owned, leased or operated by said insured, if said equipment and load is in excess of legal size or weight, regardless of the length of the haul.

We agree to give the Engineer of Maintenance, State Highway Department, Jackson, Mississippi, at least ten (10) days' notice of the cancellation of this policy or of any change in said policy which would affect this endorsement.

This endorsement covers any and all equipment owned, leased or operated by said insured when used to transport loads which exceed the limits as to size and weight as specified in the Laws of Mississippi.

Attached to and forming a part of Policy No. LP 130 19 20.
Issued by ASSOCIATED INDEMNITY CORPORATION.

The above numbered policy expires 1-1-74.

~~ASSOCIATED INDEMNITY CORPORATION~~
SURETY COMPANY
BY: [signature]
AGENT
JACKSON, MISSISSIPPI
ADDRESS

COUNTERSIGNED REED. NIVEN, JR. - AGENT
MISSISSIPPI RESIDENT AGENT
BY: [signature]
JACKSON, MISSISSIPPI
ADDRESS

DO 063350
CONFIDENTIAL

## PREMIUM ENDORSEMENT

If the binder to which this endorsement is attached is not replaced by a policy of insurance within thirty days after the effective date of the binder, the named insured shall pay the Company the provisional premium stated below. The provisional premium is an estimate of the advance (or deposit) premium which the named insured will be required to pay under the terms of said policy when issued, and will be credited against the actual advance (or deposit) premium as specified therein. Any excess paid by the named insured as a provisional premium under the binder will be returned; any deficit will be payable under the terms of said policy.

Failure to pay the provisional premium will subject the binder to cancellation for non-payment of premium, in accordance with the terms and conditions of the applicable policy form currently issued for the coverage(s) contemplated by the binder.

If the binder is cancelled for any reason, or if the binder is not replaced by a policy of insurance accepted by the named insured, premium charge will be made for the period the binder is in effect in accordance with current rules and rates of applicable Company manuals.

Provisional Premium $ SEE END'T. #100132

| BINDER NUMBER | INSURED | EFFECTIVE |
|---|---|---|
| LP 130 19 20 | THE DOW CHEMICAL COMPANY | 1-1-73 |

| | PRODUCER |
|---|---|
| FIREMAN'S FUND INSURANCE COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY OF ILLINOIS<br>FIREMAN'S FUND INSURANCE COMPANY OF TEXAS<br>THE AMERICAN INSURANCE COMPANY<br>NATIONAL SURETY CORPORATION<br>ASSOCIATED INDEMNITY CORPORATION<br>AMERICAN AUTOMOBILE INSURANCE COMPANY<br><br>PRESIDENT | MARSH & MCLENNAN<br>COUNTERSIGNATURE OF AUTHORIZED AGENT |

180058—3-71

See A 185-239
originals returned for signature

F 001716

DO 063351
CONFIDENTIAL

# INSTALLMENT PAYMENT OF PREMIUM

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

**DISTRIBUTION OF PREMIUM**

| DUE DATE | AUTO | G.L. | TOTAL PREMIUM |
|---|---|---|---|
| 1-1-73 | 102,091 | 535,975 | 638,066 |
| 2-1-73 | 11,680 | 61,320 | 73,000 |
| 3-1-73 | 11,680 | 61,320 | 73,000 |
| 4-1-73 | 11,680 | 61,320 | 73,000 |
| 5-1-73 | 11,680 | 61,320 | 73,000 |
| 6-1-73 | 11,680 | 61,320 | 73,000 |
| 7-1-73 | 11,680 | 61,320 | 73,000 |
| 8-1-73 | 11,680 | 61,320 | 73,000 |
| 9-1-73 | 11,680 | 61,320 | 73,000 |
| 10-1-73 | 11,680 | 61,320 | 73,000 |
| 11-1-73 | 11,680 | 61,320 | 73,000 |
| 12-1-73 | 11,680 | 61,320 | 73,000 |
| | 230,571 | 1,210,495 | |

TOTAL INSTALLMENT CHARGE $ 1,441,066

| POLICY NUMBER | INSURED | EFFECTIVE |
|---|---|---|
| ~~LP 130 19 20~~ | THE DOW CHEMICAL COMPANY | 1-1-73 |

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

PRESIDENT 80-X

PRODUCER

Marsh & McLennan

COUNTERSIGNATURE OF AUTHORIZED AGENT

100132—2-65

F 001717

DO 063352
CONFIDENTIAL

FIREMAN'S FUND AMERICAN
INSURANCE COMPANIES

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

BINDER NUMBER
LP-130 19 20

THE COMPANY OR COMPANIES CHECKED ABOVE HEREBY ACKNOWLEDGE THEMSELVES BOUND, SUBJECT TO ALL THE TERMS, CONDITIONS AND AGREEMENTS OF THE COMPANY'S(IES) PRESENT FORM OF POLICY(IES) NOT INCONSISTENT HEREWITH FOR SUCH COVERAGES AS ARE INDICATED BY THE INSERTION OF A PREMIUM CHARGE OR THE WORD "BOUND" IN THE APPROPRIATE COLUMN BELOW.

| NAME AND ADDRESS OF INSURED OR EMPLOYER | LOCATION OF PROPERTY, DESCRIPTION OF OPERATIONS, BUSINESS CONDUCTED |
|---|---|
| THE DOW CHEMICAL COMPANY<br>MIDLAND, MICHIGAN | |

| KIND OF INSURANCE | LIMITS OF LIABILITY | INSERT PREMIUM OR "BOUND" |
|---|---|---|
| WORKMEN'S COMPENSATION | STATUTORY | |
| EMPLOYERS' LIABILITY | $ EACH PERSON<br>$ EACH ACCIDENT | |
| BODILY INJURY LIABILITY OTHER THAN AUTOMOBILE * | $ 500,000. EACH PERSON<br>$ 2,500,000. EACH ACCIDENT OR OCCURRENCE<br>$ 2,500,000. AGGREGATE PRODUCTS | BOUND |
| MEDICAL PAYMENTS OTHER THAN AUTOMOBILE | $ EACH PERSON<br>$ EACH ACCIDENT | |
| PROPERTY DAMAGE LIABILITY OTHER THAN AUTOMOBILE * | $ 2,500,000. EACH ACCIDENT OR OCCURRENCE<br>$ 2,500,000. AGGREGATE OPERATIONS<br>$ 2,500,000. AGGREGATE PROTECTIVE<br>$ 2,500,000. AGGREGATE PRODUCTS<br>$ 2,500,000. AGGREGATE CONTRACTUAL | BOUND |
| AUTO: BODILY INJURY LIABILITY * | $ 500,000. EACH PERSON<br>$ 2,500,000. EACH ACCIDENT OR OCCURRENCE | BOUND |
| PROPERTY DAMAGE LIABILITY * | $ 2,500,000. EACH ACCIDENT OR OCCURRENCE | BOUND |
| MEDICAL PAYMENTS | $ 2,000. EACH PERSON | BOUND |
| COMPREHENSIVE—LOSS OF OR DAMAGE TO THE AUTOMOBILE, EXCEPT BY COLLISION OR UPSET BUT INCLUDING FIRE, THEFT AND WINDSTORM | ACTUAL CASH VALUE UNLESS OTHERWISE STATED HEREIN<br>$ | |
| COLLISION OR UPSET | ACTUAL CASH VALUE LESS<br>$ DEDUCTIBLE | |
| TOWING AND LABOR COSTS | $ 25 FOR EACH DISABLEMENT | |
| UNINSURED MOTORISTS | $ EACH PERSON<br>$ EACH ACCIDENT | |

| YEAR | TRADE NAME | BODY TYPE | SERIAL OR MOTOR NUMBER | SCHEDULE ADDITIONAL AUTOMOBILES ON REVERSE SIDE |
|---|---|---|---|---|
| | | | | |

OTHER (INSERT FORM OF COVERAGE)

*IF COMPREHENSIVE, SO STATE. IF NOT COMPREHENSIVE, FOR "OTHER THAN AUTO", LIST FORM SUCH AS OLT, ELEV., ETC.

SPECIAL CONDITIONS, COVERAGES OR LIMITATIONS

F1001718

| THIS BINDER EFFECTIVE FROM | BROKER OR AGENT |
|---|---|
| DATE 1-1-73 HOUR 12:01 AM TO 1-1-74 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN | MARSH & MC LENNAN |

THIS BINDER MAY BE CANCELED AT ANY TIME BY THE INSURED. IT MAY BE CANCELED AT ANY TIME BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN ABOVE WRITTEN NOTICE STATING WHEN NOT LESS THAN TEN DAYS THEREAFTER SUCH CANCELATION SHALL BE EFFECTIVE. THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE. DELIVERY OF SUCH WRITTEN NOTICE BY THE COMPANY SHALL BE EQUIVALENT TO MAILING.

PREMIUM CHARGE WILL BE MADE IN COMPLIANCE WITH THE COMPANY'S RULES AND RATES FOR THE TIME THE BINDER IS IN EFFECT IF NO POLICY OF INSURANCE IN PLACE HEREOF IS ISSUED AND ACCEPTED BY THE NAMED INSURED. THE ISSUANCE OF SUCH A POLICY SHALL VOID THIS BINDER.

THIS BINDER IS NOT VALID UNLESS COUNTERSIGNED BY A DULY AUTHORIZED AGENT OF THE COMPANY.

| COUNTERSIGNATURE DATE | AUTHORIZED AGENT |
|---|---|
| HOUR | |

DO 063353
CONFIDENTIAL

385021-3-66