NATIONAL UNION RMGL 3258402
10/1/91 - 10/1/92

LIABILITY - GL/PRD 10/1/92
HANSON NATIONAL UNION
RMGL 325-84-02

PREMIUM AGREEMENT

Made this 1st day of October, 1991

by and between

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PENNSYLVANIA/

BIRMINGHAM FIRE INSURANCE COMPANY OF PENNSYLVANIA/

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Pennsylvania Corporations

with offices at 70 Pine Street, New York, NY 10270

(hereinafter called the "Company")

and

Hanson Industries

a New Jersey Corporation

with offices at: 100 Wood Avenue South, Iselin, NJ 08830

(hereinafter called "Hanson")

WHEREAS, the Company along with affiliated companies has issued the following insurance policies:

(1)	WC	123-2931	(10)	WC	123-2935
(2)	WC	123-2932	(11)	GL	325-8233
(3)	WC	123-2933	(12)	GL	325-8234
(4)	WC	123-2934	(13)	GL	325-8235
(5)	WC	123-2936	(14)	CA	142-7998
(6)	WC	123-2939	(15)	CA	142-7999
(7)	WC	123-3624	(16)	CA	142-8000
(8)	WC	123-2938	(17)	CA	142-8001
(9)	WC	123-2937	(18)	RMBE	325-8237

(hereinafter called "Policies") for the period 12:01a.m. Central Standard Time October 1, 1991 to 12:01a.m. Central Standard Time October 1, 1992 and

WHEREAS, the Company has agreed to compute and adjust the premium for the policies in accordance with this Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and upon the terms and conditions hereinafter set forth, it is agreed as follows:

ARTICLE I

DEFINITIONS

A. The term "Rating Period" as used in this Agreement shall mean:

   (i) the period of time between 12:01a.m. Central Time October 1, 1991 to 12:01a.m. Central Time October 1, 1992 and

B. The term "Premium" as used in this Agreement shall mean the sum of the following:

   (i) A Basic Premium of 9.7% of the standard premium.

   (ii) A Loss Conversion charge of 8.5% of incurred losses.

   (iii) Incurred losses; and

   (iv) any other charges agreed to herein

C. The term "Incurred Losses" as used in this agreement shall mean the sum of:

   (1) All losses actually paid;

   (2) Case and IBNR reserves for unpaid losses as estimated by the Company

   (3) Paid and Reserved (case and IBNR) allocated loss adjustment expenses

D. The term "Allocated Loss Adjustment Expense" as used in this Agreement shall mean all court costs, fees and expenses; post judgment interest; fees for service of process; fees to attorneys; costs of undercover operative and detective services; fees for independent adjusters or attorneys for investigation of adjustment of claims beyond initial investigation cost of employing experts for preparation of maps, photographs, diagrams, chemical or physical analysis of for advice, opinion or testimony concerning claims under investigation, in litigation, or for which a Declaratory Judgment is sought; costs for legal transcripts of testimony taken at coroner's inquests, criminal or civil proceedings; cost of any public records; costs of depositions and court-reported or recorded statements; and any other similar fees, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss or to the protection and perfection of the subrogation rights of any insured covered by a policy issued hereunder.

E. Standard Premium - The Premium computed in accordance with the provision of the policies.

ARTICLE II

A. The premium adjustments shall be calculated in accordance with Article I B.

B. Premium Payment Plan:

   Initial premium paid in full during the policy period in 12 equal monthly payments (First installment due at inception).

C. The premium will be adjusted based on actual incurred losses. The first such adjustment will occur 18 months after the policy inception date. Subsequent adjustment will be made annually thereafter. The "Premium" formula will be used to calculate the indicated premium defined in Article II (A) at each adjustment, and will be used for the final adjustments.

If the initial premium plus any premiums billed under the provision of Article II exceeds the indicated premium as valued at a given adjustment date, then a return premium credit will be made to Hanson . If such indicated premium exceeds the initial premium, plus any premiums billed under the provisions of this paragraph, then Hanson will be billed for the additional premium.

D. The premium so computed shall be the Final Premium if a mutual agreement is reached between the Company and the Insured.

E. In the event that Hanson shall:

1) at any time become delinquent in the payment of Premium in accordance with Agreement; or

2) shall be insolvent or bankrupt or commit an act of bankruptcy or make an assignment for the benefit of creditors; then

The National Union Fire Insurance Company of Pittsburgh, Pa, Birmingham Fire Insurance Company and Insurance Company of the State of Pennsylvania may, at their sole option, effect the collection of such balances by declaring the earned premium as developed using the formula in this Agreement, due under the Policy and effect collection thereof.

ARTICLE III

LOSS LIMITATION

The incurred losses as defined in Article I hereof which shall be included in computing the Premium Adjustments shall not include that portion of any individual loss in excess of the following limits per accident and/or occurrence each line:

Workers Compensation/Employers Liability	-	$150,000
General Liability	-	$150,000
Automobile Liability	-	$150,000

ARTICLE IV

CANCELLATIONS

In the event of cancellation of the Policy by either party, the Premium shall be determined in accordance with the provisions of this Agreement.

ARTICLE V

ARBITRATION CLAUSE

All disputes or differences arising out of the interpretation of this Agreement shall be submitted to the decision of two (2) Arbitrators, one to be chosen by each party, and in the event the Arbitrators fail to agree, to the decision of an Umpire to be chosen by the Arbitrators. The

Arbitrators and Umpire shall be executive officials of Fire or Casualty Insurance or Reinsurance Companies or Corporate Risk Management Departments. If either of the parties fails to appoint an Arbitrator within one (1) month after being requested by the other party in writing to do so, or if the Arbitrators fails to appoint an Umpire within one (1) month of a request in writing by either of them to do so, such Arbitrator or Umpire, as the case may be, shall at the request of either party, be appointed by a Justice of the Supreme Court of the State of New York.

The Arbitration proceedings shall take place in New York, New York. The applicant shall submit its case within one (1) month after the appointment of the Court of Arbitration, and the respondent shall submit his reply within one (1) month after receipt of a claim. The Arbitrators and Umpire are relieved from all judicial formality and may abstain from following the strict rules of law. They shall settle any dispute under this Agreement according to an equitable rather than a strictly legal interpretation of its terms and their decision shall be final and not subject to appeal.

Each party shall bear the expense of its Arbitrator and shall jointly and equally share with the other the expenses of the Umpire and of the Arbitration.

This Article shall survive the termination of this Agreement.

ARTICLE VI

NOTICES

All notices required hereunder shall be sent to: Hanson Industries, 99 Wood Avenue South, Iselin, New Jersey 08830, Attention : Risk Management Department; and to the Company at: 70 Pine Street, 3rd Floor, New York, New York 10270, Attention: Mr. Gregg Springer.

ARTICLE VII

JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of New York. The proper venue for all actions shall be New York, New York.

ARTICLE VIII

WAIVER OF RIGHTS

Forbearance, neglect or failure by the Company to enforce any and all of the provisions of this Agreement or to insist upon strict compliance by Hanson shall not be construed as a waiver of any rights or privileges of the Company. A waiver of or a past act or circumstances shall not constitute or be a source of conduct or waiver of any subsequent action or circumstances.

ARTICLE IX

ENTIRETY OF AGREEMENT

This Agreement supersedes all previous Agreements as to the same subject matter, whether oral or written, between the Company and Hanson and this Agreement constitutes the entire and sole contract between the parties and any prior statements, agreements, or representation between the parties are merged herein.

ARTICLE X

OFFSET CLAUSE

Each party shall have the right to offset any balance due to the other party against any balance due from the other party under this Agreement, whether such balances are due to premium, losses, expenses or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives in New York, New York.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
BIRMINGHAM FIRE INSURANCE COMPANY OF PENNSYLVANIA
INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

BY: [signature]

TITLE: VP

ADDRESS: 70 Pine Street
New York, NY 10270

and in Iselin, New Jersey.

HANSON INDUSTRIES

BY: [signature]

TITLE: Director Risk Mgmt

ADDRESS: 99 Wood Ave, Iselin NJ

1. NATIONAL UNION FIRE INSUR COMPANY OF PITTSBURGH
A STOCK COMPANY

2. AMERICAN HOME ASSURANCE CC "A"
A STOCK COMPANY

Member Companies of American International Group
EXECUTIVE OFFICES
70 PINE STREET, NEW YORK, N.Y. 10270

3. THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
A STOCK COMPANY

1 COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BY NUMBER (HEREIN CALLED THE COMPANY).

COMMERCIAL GENERAL LIABILITY DECLARATIONS

POLICY NO. RM GL 325-84-02

NAMED INSURED HANSON INDUSTRIES

MAILING ADDRESS 100 WOOD AVENUE SOUTH
ISELIN NJ 08830-0000

POLICY PERIOD: From 10/01/91 **to** 10/01/92 **at**

12:01 A.M. Standard Time at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (Other Than Prod-Comp Operations)	$	1,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	$	1,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	$	1,000,000	
EACH OCCURRENCE LIMIT	$	1,000,000	
FIRE DAMAGE LIMIT	$	50,000	Any One Fire
MEDICAL EXPENSE LIMIT	$	5,000	Any One Person

Forms Of Business: ☐ Individual ☐ Partnership ☐ Joint Venture ☒ Organization (Other than Partnership or Joint Venture)

Business Description: DIVERSIFIED MFG.

Location Of All Premises You Own, Rent or Occupy: SEE ATTACHED SCHEDULE

CLASSIFICATION	CODE NO.	PREMIUM BASIS	RATE.	ADVANCE PREMIUM	
				PR/CO	ALL OTHER
SEE ATTACHED SCHEDULE					

Premium shown is payable: $ at inception.

TOTAL: $ 52,900

ENDORSEMENTS ATTACHED TO THIS POLICY: SEE ATTACHED SCHEDULE.

COUNTERSIGNED ______ (Date) BY ______ (Authorized Representative)

Date Issued 04/01/92

GLD054534

0049-GLD-000054534

COMMON POLICY DECLARATIONS

POLICY NO. RM GL 325-84-02
RENEWAL OF: 2498707

1. NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH,PA.
2. AMERICAN HOME ASSURANCE COMPANY
3. THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

MEMBERS OF THE
AMERICAN INTERNATIONAL GROUP, INC
EXECUTIVE OFFICES
70 PINE STREET
NEW YORK, N.Y.

1 COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BY NUMBER
A STOCK INSURANCE COMPANY (HEREIN CALLED THE COMPANY)

PRODUCER NO: 08869
SEDGWICK, JAMES OF NE
40 BROAD STREET
BOSTON MA 02109-0000

NAMED INSURED HANSON INDUSTRIES

MAILING ADDRESS 100 WOOD AVENUE SOUTH
ISELIN NJ 08830-0000

POLICY PERIOD: From 10/01/91 **To** 10/01/92 **At**
12:01 A.M. Standard Time at your mailing address shown above

BUSINESS DESCRIPTION DIVERSIFIED MFG.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT		PREMIUM
Boiler and Machinery Coverage Part	$	NOT COVERED
Commercial Auto Coverage Part	$	NOT COVERED
Commercial Crime Coverage Part	$	NOT COVERED
Commercial General Liability Coverage Part	$	52,900
Commercial Inland Marine Coverage Part	$	NOT COVERED
Commercial Property Coverage Part	$	NOT COVERED
Farm Coverage Part	$	NOT COVERED
TOTAL	$	52,900

Premium shown is payable: $ 52,900 **at inception.**

Forms applicable to all Coverage Parts: SEE ATTACHED SCHEDULE.
(Show numbers)

COUNTERSIGNED ______________ BY ______________
(Date) (Authorized Signature)

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Elizabeth M. Tuck
Secretary
National Union Fire Insurance Company of Pittsburgh PA
American Home Assurance Company
The Insurance Company Of The State Of Pennsylvania

William Smith
President
National Union Fire Insurance Company of Pittsburgh PA

Date issued 04/01/92

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time:
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions.

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESS AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

COMMON POLICY DECLARATIONS

POLICY NO. RM GL 325-84-02

RENEWAL OF: 2498707

1. NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH,PA.
2. AMERICAN HOME ASSURANCE COMPANY
3. THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

MEMBERS OF THE AMERICAN INTERNATIONAL GROUP, INC
EXECUTIVE OFFICES
70 PINE STREET
NEW YORK, N.Y.

[1] COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BY NUMBER
A STOCK INSURANCE COMPANY (HEREIN CALLED THE COMPANY)

PRODUCER NO: 08869
SEDGWICK, JAMES OF NE
40 BROAD STREET
BOSTON MA 02109-0000

NAMED INSURED HANSON INDUSTRIES

MAILING ADDRESS 100 WOOD AVENUE SOUTH
ISELIN NJ 08830-0000

POLICY PERIOD: From 10/01/91 **To** 10/01/92 **At 12:01 A.M. Standard Time at your mailing address shown above**

BUSINESS DESCRIPTION DIVERSIFIED MFG.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT		PREMIUM
Boiler and Machinery Coverage Part	$	NOT COVERED
Commercial Auto Coverage Part	$	NOT COVERED
Commercial Crime Coverage Part	$	NOT COVERED
Commercial General Liability Coverage Part	$	52,900
Commercial Inland Marine Coverage Part	$	NOT COVERED
Commercial Property Coverage Part	$	NOT COVERED
Farm Coverage Part	$	NOT COVERED
TOTAL	$	52,900

Premium shown is payable: $ 52,900 **at inception.**

Forms applicable to all Coverage Parts: SEE ATTACHED SCHEDULE.
(Show numbers)

COUNTERSIGNED ______________ (Date) BY ______________ (Authorized Signature)

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Elizabeth M. Tuck
Secretary
National Union Fire Insurance Company of Pittsburgh PA
American Home Assurance Company

William Smith
President
National Union Fire Insurance Company of Pittsburgh, PA

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0049-GLD-000054538

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory;" and

(2) The "bodily injury" or "property damage" occurs during the policy period.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions.

This insurance does not apply to:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

(2) That the insured would have in the absence of the contract or agreement.

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. "Bodily injury" to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

f. **(1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

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

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

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

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V.8.).

h. "Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. "Property damage" to:

(1) Property you own, rent, or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

k. "Property damage" to "your product" arising out of it or any part of it.

l. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work;" or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product;"

(2) "Your work;" or

(3) "Impaired property;"

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III).

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this coverage part applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

b. This insurance applies to:

(1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;

(2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions.

This insurance does not apply to:

a. "Personal injury" or "advertising injury:"

(1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or

(4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

b. "Advertising injury" arising out of:

(1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

(2) The failure of goods, products or services to conform with advertised quality or performance;

(3) The wrong description of the price of goods, products or services; or

(4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement.

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions.

We will not pay expenses for "bodily injury:"

a. To any insured.

b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. To a person injured on that part of premises you own or rent that the person normally occupies.

d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. To a person injured while taking part in athletics.

f. Included within the "products-completed operations hazard."

g. Excluded under Coverage A.

h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

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4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $100 a day because of time off from work.

5. All costs taxed against the insured in the "suit."

6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
   a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is an insured for:
      (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury," or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
      (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
      (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
   b. Any person (other than your employee), or any organization while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
   a. "Bodily injury" to a co-employee of the person driving the equipment; or
   b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits."
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage C;
   b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard;" and
   c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage A; and
   b. Medical expenses under Coverage C

   because of all "bodily injury" and "property damage" arising out of any one "occurrence."
6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy.**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of Occurrence, Claim Or Suit.**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit;"

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit;" and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work;"

(2) That is Fire insurance for premises rented to you; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit.

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew.

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

b. Oral or written publication of material that violates a person's right of privacy;

c. Misappropriation of advertising ideas or style of doing business; or

d. Infringement of copyright, title or slogan.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or

c. All parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in a. above; or

(b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work;" or

b. Your fulfilling the terms of the contract or agreement.

6. "Insured contract" means:

a. A lease of premises;

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(1) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

c. Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in b. above and supervisory, inspection or engineering services; or

d. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

7. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto;"

b. While it is in or on an aircraft, watercraft or "auto;" or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered.

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos:"

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing;

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

10. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication of material that violates a person's right of privacy.

11.a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned.

b. "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials;

(3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.

12. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.

13. "Suit" means a civil proceeding in which damage because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

14. "Your product" means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product;" and

b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your work" means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work;" and

b. The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR VEHICLE LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The following are added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

1. When this Coverage Part is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the coverage part for Bodily Injury Liability or Property Damage Liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
2. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverages required by any motor vehicle insurance law. We will provide the required limits for those coverages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES – CANCELLATION AND NONREWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A.

1. Paragraph 2. of the CANCELLATION Common Policy Conditions is replaced by the following:

2.

a. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium.

(2) Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy.

(3) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy.

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel, we will mail or deliver to the first Named Insured and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

(a) 10 days before the effective date of cancellation if cancellation is for the reason stated in b.(1) above, or

(b) 45 days before the effective date of cancellation if cancellation is for the reasons stated in b.(3) or (4) above.

2. The following is added to the CANCELLATION Common Policy Condition:

7. If we cancel this policy in accordance with paragraph A.1. of this endorsement, any unearned premium will be refunded to the first Named Insured prior to the effective date of cancellation.

B. The following is added as an additional Condition and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and the agent, if any, at least 45 days before:

   a. The expiration date; or

   b. The anniversary date if this is a continuous policy.

2. Notice of nonrenewal will state the reason for nonrenewal.

3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/91 forms a part of

policy No. GL 325-84-02 issued to HANSON INDUSTRIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

RADIOACTIVE MATTER EXCLUSION

This policy does not apply to:

"Bodily Injury" or "Property Damage" arising from the actual, alleged or threatened exposure of person(s) or property to any radioactive matter.

AUTHORIZED REPRESENTATIVE

45782(5.87)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/91 forms a part of

policy No. GL 325-84-02 issued to HANSON INDUSTRIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

EMPLOYEE BODILY INJURY EXCLUSION

It is agreed that exclusion (e) relating to bodily injury to any employee is replaced by the following:

(e) "bodily injury" to:

(1) an employee of the insured arising out of and in the course of employment by the insured;

(2) a past. present or prospective employee of the insured, arising from any employment action. practice or policy of the insured including but not limited to that on hiring or firing, promotion or demotion. performance evaluation, compensation, disciplinary action, retirement, layoff or transfer. or

(3) any relative or member of the family of that past, present, or prospective employee as a consequence of (1) or (2) above.

This exclusion applies:

(1) whether the insured is or may be held liable as an employer or in any other capacity: and

(2) to any obligation to share damages with or repay someone else who must pay damages because of the injury.

AUTHORIZED REPRESENTATIVE

46460(9 87)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

1. The following is added to paragraph **1.a.(2)** of COVERAGE A. and COVERAGE B. (Section I):

   The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.

2. The following is added as the final full paragraph of **1.** Insuring Agreement of COVERAGE A. and COVERAGE B. (Section I):

   Damages include prejudgment interest awarded against the insured.

3. References to prejudgment interest in the Supplementary Payments section of COVERAGES (Section I) are deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to exclusion f. of COVERAGE A (Section 1):

Subparagraphs (a) and (d)(i) of paragraph (1) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

INSURED'S COPY

GLD054557

0049-GLD-000054557

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:

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

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

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

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

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

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

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

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

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

1. The following is added to paragraph 1.a.(3) of COVERAGE (Section I):

   The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.

2. The following is added as the final full paragraph of 1. Insuring Agreement of COVERAGE (Section I):

   Damages include prejudgement interest awarded against the insured.

3. References to prejudgement interest in the Supplementary Payments section of COVERAGE (Section I) are deleted.

ENDORSEMENT #001

This endorsement, effective 12:01 a.m 10/01/91

Forms a part of policy no.: GL 325-84-02

Issued to: Hanson Industries

By National Union Fire Insurance Company of Pittsburgh, Pa.

COMPOSITE RATING PLAN PREMIUM ENDORSEMENT

It is agreed that the premium for the policy to which this endorsement is attached shall be computed upon a composite basis in accordance with the Company's rules, rates, rating plans, premium & minimum premiums and the other terms of the policy.

When used as a premium basis: COMPREHENSIVE GENERAL LIABILITY INSURANCE

Rates and premiums for the first $1,000,000

Estimated Sales	Composite Rate Per 1000 of Sales		Total Estimated Annual Premium		Deposit Premium	
	BI	PD	BI	PD	BI	PD
1,000,000	5.29	INCL.	52,900	INCL.	52,900	INCL.

Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.

The endorsement is attached to the policy indicated above and is effective on the date stated herein at 12:01 a.m. standard time at the address of the Insured as described in the Declaration.

Authorized Representative

ENDORSEMENT #003

This endorsement, effective 12:01 a.m 10/01/91

Forms a part of policy no. GL 325-84-02

Issued to: Hanson Industries.

By National Union Fire Insurance Company of Pittsburgh, Pa.

WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee or employees of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

Authorized Representative

ENDORSEMENT #004

This endorsement, effective 12:01 A.M. 10/01/91

forms a part of Policy No. GL 325-84-02

Issued to: Hanson Industries

By National Union Fire Insurance Company Of Pittsburgh, PA.

NAMED INSURED

Hanson Industries and affiliated, associated or subsidiary Companies now held or hereafter acquired or constituted and including its interest in joint venture.

Authorized Representative

Endorsement #005

This endorsement, effective 12:01 a.m 10/01/91

Forms a part of policy no.: GL 325-84-02

Issued to: Hanson Industries

By: National Union Fire Insurance Company of Pittsburgh, Pa.

"IN REM" ENDORSEMENT

Such coverage as is afforded by this policy shall not be denied solely on the basis that the claim or suit against the Insured is based upon an "In Rem" proceeding.

An action "In Rem" shall be considered an action "In Personam".

Authorized Representative

ENDORSEMENT #006

This endorsement, effective 12:01 a.m. 10/01/91

Forms a part of policy no.: GL 325-84-02

Issued to: Hanson Industries

By: National Union Fire Insurance Company of Pittsburgh, Pa.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
(HEREINAFTER CALLED "THE COMPANY")

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

PART I - COVERAGE

To pay on behalf of the Insured all sums which the Insured shall be obligated to pay by reason of the liability:

Imposed upon the Insured by law, or assumed under contract, or agreement by the Named Insured;

For damages on account of:

1. Personal injuries
2. Property damage
3. Advertising liability

Caused by or arising out of each occurrence;

A. Within the United States of America, its territories or possessions, or Canada, or
B. With respect to the products hazard, anywhere in the world, except with respect to loss arising of foreign-based operations of the Named Insured. As used herein, "Foreign-Based Operations" means:

    1. Construction, fabrication, erection or installation operations outside the United States of America, its territories or possessions, or

    2. Manufacturing, selling or distributing goods or products at or from locations outside the United States of America, its territories or possessions, but "Foreign-Based Operations" do not include the

distribution or sale of goods or products manufactured in the United States of America, its territories or possessions.

PART II - DEFENSE/SUPPLEMENTARY PAYMENTS

With respect to the insurance afforded by this policy, the Company shall have the right to defend any suit against the Insured seeking damages, even if the allegations of the suit are groundless, false or fraudulent, and make such investigation and settlement of any claim or suit as is agreed to by the Company. The Company shall not be obligated to pay any claim or defend any suit after the applicable limits of the Company's liability have been exhausted by payment of judgments or settlements.

The Company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the Insured outside the United States of America, its territories or possessions, or Canada. If the Company elects not to investigate, settle or defend any such claim or such settlement thereof as the Company and the Insured deem expedient, the Company shall then reimburse the Insured for the reasonable costs of such investigation and defense, within the reasonable costs of such investigation and defense, within the applicable limits of the Company's liability, for the amount of any settlement so authorized.

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 suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds:

(c) Expenses incurred by the Insured for first aid to others at the time of an accident, for bodily injury to which this policy applies:

(d) Reasonable expenses incurred by the Insured at the

Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings, not to exceed $25 per day.

PART III - PERSONS INSURED

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

(A) The Named Insured:

(B) Any other owned, controlled, affiliated or subsidiary (including a subsidiary thereof) company or any other organization in which the Insured acquires active management or financial control, but excluding Hygrade Food Products, Old Salt Seafood and Endicott Johnson Corporation;

(C) If the Named Insured is designated in the declaration as a partnership or joint venture. The partnership or joint venture so designated and any partner or member thereof but only with respect to his liabilities as such;

(D) Any person or organization with respect to real estate management for the Named Insured;

(E) Any officer, executive, director, stockholder or employee of the Named Insured, but only while acting on behalf of such Named Insured and within the scope of his duties as such;

(F) Any doctor, nurse, dentist or dietician employed by the Named Insured on a full-time or part-time basis, as respects injury arising out of any rendering or failure to render professional services on behalf of the Named Insured;

(G) Any lawyer, accountant, risk/insurance manager or tax consultant employed by the Named Insured, as respects damages because of injury caused by any negligent act, error or omission in the performance of professional services on behalf of the Named Insured;

(H) Any person or organization designated in writing as a vendor, but only with respect to the distribution or sale in the regular course of the vendor's business, of the Named Insured's products, except with respect to:

(1) Any express warranty unauthorized by the Named Insured;

(2) Personal injury or Property damage arising out of any

act or failure to act by the vendor, including:

i. Any modification, faulty assembly or alteration of any product that affects performance or safety of the product;

ii. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

iii. Products, which after distribution or sale by the Named Insured, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(I) Any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or permit to provide insurance such as is afforded by the terms of this policy, but only with respect to operations by or on behalf of the Named Insured or to facilities of or facilities used by the Named Insured and then, only to the extent of the coverage required by such contract and for the limits of liability specified in such contract but in no event for insurance not afforded by this policy nor for limits of liability in excess of the applicable limits of liability of this policy;

(J) Any club/organization sponsored by and affiliated with the Named Insured.

PART IV - LIMITS OF LIABILITY

The total liability of the Company for all damages, including damages for care and loss of service, because of personal injury sustained by one or more persons as the result of any one occurrence and all damages because of all property damage sustained by one or more person or organization as the result of any one occurrence is:

A combined single limit of: $2,000,000 per occurrence.

(As respects any loss arising out of coverage provided for damages because of injury caused by any negligent act, error or omission in the performance of professional services on behalf of the Named Insured by any tax consultant, a sublimit of $250,000. combined single limit per occurrence shall apply.)

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all personal injury included within the completed operations hazard; (2) all personal injury included within the products hazard; (3) all property damages to which this coverage applies and described in any of the numbered applicable sub-paragraphs in the limits of liability sections of the forms of the Company; and (4) all other hazards in the Company's manuals to which an aggregate limit is applicable shall not exceed the above combined single limit which will apply in these instances as "aggregate".

PART V - EXCLUSIONS

This policy shall not apply:

A. To property damage to:

(1) Property owned by the Insured;

(2) The Named Insured's products arising out of such products or any part of such products;

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

(4) Property used by the Insured.

B. To personal injury or property damage resulting from the failure of the Insured's products or work completed by or for the Insured to perform the function or serve the purpose intended by the Insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions 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;

C. To damages claimed for the withdrawal, inspections, repair, replacement or loss of use of the Insured's products or work completed by or for the Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

D. With respect to advertising liability, to claims made against the Insured for:

(1) Infringement of registered trade marks, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

(2) Incorrect description of any article or commodity;

(3) Mistake in advertised price;

(4) To any Insured in the business of advertising, broadcasting, publishing or telecasting;

(5) To any injury arising out of any act committed by the Insured with actual malice.

E. To personal injury or property damage arising out of aircraft products and/or all sums which any Insured shall become legally obligated to pay as damages resulting in or from grounding of any aircraft;

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

G.1. Under any liability coverage, to injury, sickness, disease, death or destruction;

A. With respect to which an Insured under the policy is an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insured 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 us, or had this policy not been issued, would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization;

2. Under any medical payments coverage or under any supplementary payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease, death resulting from hazardous properties of nuclear

material and arising out of the operations of a nuclear facility by any person or organization;

3. Under any liability coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear materials, if:

A. The nuclear material:

(1) is at any nuclear facility owned or operated by or on behalf an Insured; or

(2) has been discharged or dispensed 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 or use of any nuclear facility, but if such facility is located within the United States of America, its (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this policy:

A. "Hazardous Properties" include radioactive, toxic or explosive properties;

B. "Nuclear Material" means source material, special nuclear material or by-product material;

C. "Source Material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any laws amendatory thereof;

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

E. "Waste" means any waste material:

(1) Containing by-product material; and

(2) Resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (F.1) or (F.2) thereof.

F. "Nuclear Facility" means:

(1) Any nuclear reactor;

(2) Any equipment or device designed or used for

(a) Separating the isotopes of uranium or plutonium;

(b) Processing or utilizing spent fuel; or

(c) Handling, processing or packaging waste;

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

(4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

G. "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;

H. To bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the Insured under any contract, or

(2) Expenses for first aid under the supplementary payments provision;

I. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) Any automobile or aircraft owned or operated by or rented or loaned to any Insured, or

(2) Any other automobile or aircraft operated by any person in the course of his employment by any Insured;

But this exclusion does not apply to the parking of any automobile on premises owned by, rented to or controlled by the Named Insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any Insured;

J. 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 benefit law, or under any similar law;

K. To bodily injury to any employee of the Insured arising out of and in the course of his employment by the Insured or to any obligation of the Insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability by the Insured under any contract;

L. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) Any watercraft owned or operated by or rented or loaned to any Insured; or

(2) Any other watercraft operated by any person in the course of his employment by any Insured; but this exclusion does not apply to watercraft while on premises owned by, rented to or controlled by the Named Insured, or to any watercraft under 75 feet in length and/or approximately 156 feet in length.

M. If the Insured or the indemnitee of the Insured is an architect, engineer or surveyor, to personal injury or property damage arising out of professional services performed by the Insured or which causes liability of the indemnitee, his agents or employees, arising out of

(1) The preparation or approval of maps, drawings, opinion reports, surveys, change orders, designs or specifications;

(2) Supervisory, inspection or engineering services;

(3) The giving of or failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of this personal injury or property damage;

N. To loss of use of tangible property which has not been physically injured or destroyed resulting from a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreements;

O. With respect to personal injury coverage, to personal injury:

(1) Arising out of the willed violation of a rental statute or ordinance committed by or with the knowledge or consent of any Insured;

(2) Sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Named Insured;

(3) Arising out of any publication or utterance concerning any organization or business enterprise or its products or services, made by or at the direction of any Insured with knowledge of the falsity thereof;

P. To property damage to premises alienated by the Named Insured arising out of such premises or any part thereof;

Q. As respects coverage provided for professional services provided or by any failure to provided these services, on behalf of the Named Insured:

(1) To any dishonest, fraudulent, criminal or malicious act or omission of any Insured or employee; or

(2) To any claim made by an employer against an Insured who is a salaried employee of such an employer.

PART VI - DEFINITIONS

A. **ADVERTISING OFFENSE:** means

(1) Libel, slander or defamation;

(2) Any infringement of copyright, title or slogan;

(3) Piracy, plagiarism or unfair competition or idea misappropriation under an implied contract;

(4) Any invasion of right of privacy, committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities.

B. **AIRCRAFT:** means any heavier than air or lighter than air aircraft designed to transport persons or property.

C. **AUTOMOBILE:** means a land motor vehicle, trailer or semi-trailer (including any machinery or apparatus attached thereto).

D. **COMPLETED OPERATIONS HAZARD:** includes personal injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured. "Operations" include materials, parts or equipment furnished in connection therewith.

Operations shall be deemed completed at the earliest of the following times:

(1) When all operations to be performed by or on behalf of the Insured at the site of the operations have been completed; or

(2) When all operations to be performed by or on behalf of the Insured under the contract 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.

(1) The publication or utterance of a libel or slander or other defamatory or disparaging material or publication or utterance in violation or an individual's right of privacy; except that maliciously published or uttered by, at the direction of or with the consent of the Insured and except that contained in any advertisement, publicity article, broadcast or telecast and arising out of any Insured's advertising activities;

(2) Discrimination, except where prohibited by law or related to any employment practices of the Insured.

G. **NAMED INSURED'S PRODUCTS:** means goods or products manufacture, sold, handled or distributed or leased to others by the Named Insured or others trading under his named, including any container thereof other than a vehicle.

H. **POLICY PERIOD:** This policy applies to personal injuries, property damage, advertising liability, as a result of occurrences taking place at or after the effective date specified in the declarations page, but prior to the expiration date.

I. **"PRODUCTS HAZARDS":** includes personal injury and property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respects thereto, only if the personal injury or property damage occurs away from premises owned by or rented to the Insured and after physical possession has been relinquished to others. The products hazard also includes liability assumed with respect to the products hazard. The products hazard also includes testing or demonstration, if away from premises owned or controlled by the Named Insured.

J. **PROPERTY DAMAGE:** means

(1) Injury to or destruction of tangible property including loss of use thereof or resulting therefrom; or

(2) Loss of the use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

PART VII - CONDITIONS

A. **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, the audit period 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.

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

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

C. **NOTICE OF OCCURRENCE:** Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which in the event that the Insured should be liable, are likely to involve this policy, notice shall be sent to the Company as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to give rise to claims hereunder, shall not prejudice such claims.

If claims are made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

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

D. **ACTION AGAINST THE COMPANY:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the Insured's 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.

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

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

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

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

(3) With respect to losses to which this policy applies by reason of Part I - Coverage, Item (B), the insurance afforded by this policy does not apply to that portion

of the loss for which the Insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

The insurance afforded by this policy shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the Insured, such as but not limited to fire and extended coverage, builders' risk coverage or installation risk coverage.

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

G. **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 set up 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.

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

I. **CANCELLATION/NON-RENEWAL:** This policy may be cancelled by the Named Insured by surrender thereof to the Company or its representatives or by mailing to the Company or its representatives written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company or its representatives by sending them by registered mail, notice of the Named Insured stating when, not less than ninety (90) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or its representatives to the Named Insured at the address shown in this policy shall be sufficient proof of notice, and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or its respective representations shall be equivalent to mailing.

It is agreed that irrespective of any other items or conditions contained in the policy or endorsements attached thereto, this policy may be cancelled by the Company or its representatives for non-payment of any unpaid portion of the premium by delivering to the Named Insured or by sending to the Named Insured by registered mail, at the Named Insured's address as shown herein, not less than ten (10) days' written notice stating when the cancellation shall be effective.

If this policy shall be cancelled by the Named Insured, the Company shall retain the customary short rate portion of the premium for the period this policy has been in force. If this policy shall be cancelled by the Company, the Company shall retain the pro rata portion of the premium for the period this policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium with such notice.

J. **DECLARATIONS:** By acceptance of this policy, the Named Insured agrees that the statements in the application and the declarations, and in any subsequent notice relating to underlying insurance are its agreements and representation that this policy is issued and continued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Named Insured and the Company or any of its agents relating to this insurance.

Authorized Representative

ENDORSEMENT #007

This endorsement, effective 12:01 A.M 10/01/91

Forms a part of Policy No. GL 325-84-02

Issued to: Hanson Industries

By National Union Fire Insurance Company Of Pittsburgh, PA.

POLLUTION EXCLUSION

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

(1) to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
  (a) at or from premises you own, rent or occupy;
  (b) at or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste material:
  (c) which are at any time transported, handled, stored, treated, disposed of or processed as waste by or for you or any person or organization for whom you may be legally responsible; or
  (d) at or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations:
    (i) to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants; or
    (ii) if the pollutants are brought on or to the site or location by or for you.

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

<u>Pollutants</u> means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. <u>Waste material</u> includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

All other terms and conditions remain the uncahanged.

Authorized Representative

ENDORSEMENT # 7

This endorsement, effective 12:01 A.M. 10/01/91 forms part of policy No. RMGL 325-84-02 issued to Hanson Industries by: National Union Fire Insurance Company of Pittsburgh, PA.

It is hereby agreed that the Limits of Insurance section of the Declaration Page is amended as follows:

General Aggregate Limit (Other than Prod-Comp Operations)	$2,000,000
Products - Completed Operations Aggregate Limit	$2,000,000
Personal & Advertising Injury Limit	$2,000,000
Each Occurrence Limit	$2,000,000
Fire Damage Limit	$ 50,000
Medical Expense Limit	$ 5,000

All other terms and conditions remain unchanged.

AUTHORIZED REPRESENTATIVE

INSURED'S COPY

AIG Risk Management, Inc.
New York Regional Office
80 Pine Street
New York, N.Y. 10005

A Member Company of American International Group, Inc.

December 13, 1993

Mr. Donald L. Shoenewolf
Director of Risk Management
Hanson Industries
99 Wood St.
Iselin, N.J. 08830

Re : Hanson Industries
October 1, 1991-1992 General Liability Policy

Dear Mr. Schoenewolf:

When we renewed Hanson's General Liability policy for the year begining October 1,1991, Sedgwick Boston asked for policy numbers so they could issue Certificates of Insurance prior to the renewal date. In response, we advised them that the General Liability Policy number would be GL 325 8234; the number they then showed on the Certificates.

Unfortunatly and inadvertently, when the actual policy was subsequently issued it carried the number RMGL 325 8402 and was filed as such.

We regret any inconvenience or confusion this error may have caused but assure you that the policy in your possesssion numbered RMGL 3258402 is correct for the 1991 - 1992 policy year.

Yours truly,

Robert B. Gerber
Senior Underwriter

49864 (9/90)

COMMON POLICY DECLARATIONS

POLICY NO. RM GL 325-84-02

RENEWAL OF: 2498707

1. NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH,PA.
2. AMERICAN HOME ASSURANCE COMPANY
3. THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

MEMBERS OF THE AMERICAN INTERNATIONAL GROUP, INC EXECUTIVE OFFICES 70 PINE STREET NEW YORK, N.Y.

1 — COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BY NUMBER A STOCK INSURANCE COMPANY (HEREIN CALLED THE COMPANY)

PRODUCER NO: 08869
SEDGWICK, JAMES OF NE
40 BROAD STREET
BOSTON MA 02109-0000

NAMED INSURED HANSON INDUSTRIES

MAILING ADDRESS 100 WOOD AVENUE SOUTH
ISELIN NJ 08830-0000

POLICY PERIOD: From 10/01/91 **To** 10/01/92 **At**
12:01 A.M. Standard Time at your mailing address shown above

BUSINESS DESCRIPTION DIVERSIFIED MFG.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT		PREMIUM
Boiler and Machinery Coverage Part	$	NOT COVERED
Commercial Auto Coverage Part	$	NOT COVERED
Commercial Crime Coverage Part	$	NOT COVERED
Commercial General Liability Coverage Part	$	52,900
Commercial Inland Marine Coverage Part	$	NOT COVERED
Commercial Property Coverage Part	$	NOT COVERED
Farm Coverage Part	$	NOT COVERED
TOTAL	$	52,900

Premium shown is payable: $ 52,900 at inception.

Forms applicable to all Coverage Parts: SEE ATTACHED SCHEDULE.
(Show numbers)

COUNTERSIGNED ______________ (Date) BY ______________ (Authorized Signature)

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Elizabeth M. Tuck
Secretary
National Union Fire Insurance Company of Pittsburgh PA.
American Home Assurance Company
The Insurance Company Of The State Of Pennsylvania

William Smith
President
National Union Fire Insurance Company of Pittsburgh, PA.

Date Issued: 04/01/9:

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions.

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESS AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

1. NATIONAL UNION FIRE INSUR
COMPANY OF PITTSBURGH
A STOCK COMPANY

2. AMERICAN HOME ASSURANCE CO
A STOCK COMPANY

AIG Member Companies of American International

EXECUTIVE OFFICES
70 PINE STREET, NEW YORK, N.Y. 10270

3. THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
A STOCK COMPANY

1

COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BY NUMBER (HEREIN CALLED THE COMPANY).

COMMERCIAL GENERAL LIABILITY DECLARATIONS

MEDICAL EXPENSE LIMIT

Forms Of Business: ☐ Individual ☐ Partnership ☐ Joint Venture ☒ Organization (Other than Partnership or Joint Venture)

Business Description: DIVERSIFIED MFG.

Location Of All Premises You Own, Rent or Occupy: SEE ATTACHED SCHEDULE

CLASSIFICATION	CODE NO.	PREMIUM BASIS	RATE.	ADVANCE PREMIUM PR/CO	ADVANCE PREMIUM ALL OTHER
SEE ATTACHED SCHEDULE					

Premium shown is payable: $ at inception.

TOTAL: $ 52,900

ENDORSEMENTS ATTACHED TO THIS POLICY: SEE ATTACHED SCHEDULE.

COUNTERSIGNED ______ (Date) BY ______ (Authorized Representative)

Date Issued 04/01/92

GLD054586

0049-GLD-000054586

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory;" and

(2) The "bodily injury" or "property damage" occurs during the policy period.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions.

This insurance does not apply to:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

(2) That the insured would have in the absence of the contract or agreement.

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. "Bodily injury" to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

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

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

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

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V.8.).

h. "Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. "Property damage" to:

(1) Property you own, rent, or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

k. "Property damage" to "your product" arising out of it or any part of it.

l. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work;" or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product;"

(2) "Your work;" or

(3) "Impaired property;"

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III).

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this coverage part applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B.

b. This insurance applies to:

(1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;

(2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions.

This insurance does not apply to:

a. "Personal injury" or "advertising injury:"

(1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or

(4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

b. "Advertising injury" arising out of:

(1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

(2) The failure of goods, products or services to conform with advertised quality or performance;

(3) The wrong description of the price of goods, products or services; or

(4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement.

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions.

We will not pay expenses for "bodily injury:"

a. To any insured.

b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. To a person injured on that part of premises you own or rent that the person normally occupies.

d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. To a person injured while taking part in athletics.

f. Included within the "products-completed operations hazard."

g. Excluded under Coverage A.

h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.

2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit;"

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit;" and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work;"

(2) That is Fire insurance for premises rented to you; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit.

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew.

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

   a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

   b. Oral or written publication of material that violates a person's right of privacy;

   c. Misappropriation of advertising ideas or style of doing business, or

   d. Infringement of copyright, title or slogan.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada.

   b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or

   c. All parts of the world if:

   (1) The injury or damage arises out of:

   (a) Goods or products made or sold by you in the territory described in a. above; or

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos:"

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing;

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

10. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication of material that violates a person's right of privacy.

11.a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned.

b. "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials;

(3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.

12. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.

13. "Suit" means a civil proceeding in which damage because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

14. "Your product" means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product;" and

b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your work" means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work;" and

b. The providing of or failure to provide warnings or instructions.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/91 forms a part of

policy No. GL 325-84-02 issued to HANSON INDUSTRIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

RADIOACTIVE MATTER EXCLUSION

This policy does not apply to:

"Bodily Injury" or "Property Damage" arising from the actual, alleged or threatened exposure of person(s) or property to any radioactive matter.

AUTHORIZED REPRESENTATIVE

45782(5/87)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/91 forms a part of

policy No. GL 325-84-02 issued to HANSON INDUSTRIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

EMPLOYEE BODILY INJURY EXCLUSION

It is agreed that exclusion (e) relating to bodily injury to any employee is replaced by the following:

(e) "bodily injury" to:

(1) an employee of the insured arising out of and in the course of employment by the insured;

(2) a past, present or prospective employee of the insured, arising from any employment action, practice or policy of the insured including but not limited to that on hiring or firing, promotion or demotion, performance evaluation, compensation, disciplinary action, retirement, layoff or transfer, or

(3) any relative or member of the family of that past, present, or prospective employee as a consequence of (1) or (2) above.

This exclusion applies:

(1) whether the insured is or may be held liable as an employer or in any other capacity; and

(2) to any obligation to share damages with or repay someone else who must pay damages because of the injury.

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AUTHORIZED REPRESENTATIVE

46460(9/87)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

1. The following is added to paragraph 1.a.(2) of COVERAGE A. and COVERAGE B. (Section I):

   The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.

2. The following is added as the final full paragraph of 1. Insuring Agreement of COVERAGE A. and COVERAGE B. (Section I):

   Damages include prejudgment interest awarded against the insured.

3. References to prejudgment interest in the Supplementary Payments section of COVERAGES (Section I) are deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to exclusion f. of COVERAGE A (Section 1):

Subparagraphs (a) and (d)(i) of paragraph (1) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:

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

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

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

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

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

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

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

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

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

1. The following is added to paragraph 1.a.(3) of COVERAGE (Section I):

The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.

2. The following is added as the final full paragraph of 1. Insuring Agreement of COVERAGE (Section I):

Damages include prejudgement interest awarded against the insured.

3. References to prejudgement interest in the Supplementary Payments section of COVERAGE (Section I) are deleted.

ENDORSEMENT #001

This endorsement, effective 12:01 a.m 10/01/91

Forms a part of policy no.: GL 325-84-02

Issued to: Hanson Industries

By National Union Fire Insurance Company of Pittsburgh, Pa.

COMPOSITE RATING PLAN PREMIUM ENDORSEMENT

It is agreed that the premium for the policy to which this endorsement is attached shall be computed upon a composite basis in accordance with the Company's rules, rates, rating plans, premium & minimum premiums and the other terms of the policy.

When used as a premium basis: COMPREHENSIVE GENERAL LIABILITY INSURANCE

Rates and premiums for the first $1,000,000

Estimated Sales	Composite Rate Per 1000 of Sales		Total Estimated Annual Premium		Deposit Premium	
	BI	PD	BI	PD	BI	PD
1,000,000	5.29	INCL.	52,900	INCL.	52,900	INCL.

Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.

The endorsement is attached to the policy indicated above and is effective on the date stated herein at 12:01 a.m. standard time at the address of the Insured as described in the Declaration.

Authorized Representative

Endorsement #002

This endorsement, effective 12:01 A.M. 10/01/91

forms a part of policy no. GL 325-84-02

issued to : Hanson Industries

by National Union Fire Insurance Company of Pittsburgh, pa..

HAZARDOUS SUBSTANCE REMEDIAL ACTION ENDORSEMENT

This policy does not apply to the liability of the Insured, or liability of another for which the Insured may be liable in whole or in part to any federal, state or local governmental authority, resulting from any suit, action, proceeding or order brought or issued by, or on behalf of such a governmental authority seeking (a) remedial action or the costs thereof; (b) damages for injury to, destruction of or loss of natural resources, including the costs of assessing such injury, destruction or loss, if such suit, action or proceeding or order arises from the release of a hazardous substance at any area, whether or not owned by the Insured. The Company shall not have the obligation to defend any suit, action or proceeding seeking to impose such liability.

Special Definitions

The following definitions apply to this exclusion:

Release means any spilling, leaking, pumping, pouring, emitting, emptying, injecting, escaping, leaching, dumping or disposing into the environment.

Remedial Action means:

(a) The clean-up or removal of released hazardous substances from the environment; and
(b) Such actions as may be necessary to monitor, assess and evaluate the release or threat of release of hazardous substances; and
(c) The disposal of removed material, or the taking of such other actions as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result from a release or threat of release.

Hazardous Substance means smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants.

Authorized Representative

ENDORSEMENT #003

This endorsement, effective 12:01 a.m 10/01/91

Forms a part of policy no. GL 325-84-02

Issued to: Hanson Industries.

By National Union Fire Insurance Company of Pittsburgh, Pa.

WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee or employees of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

Authorized Representative

ENDORSEMENT #004

This endorsement, effective 12:01 A.M. 10/01/91

forms a part of Policy No. GL 325-84-02

Issued to: Hanson Industries

By National Union Fire Insurance Company Of Pittsburgh, PA.

NAMED INSURED

Hanson Industries and affiliated, associated or subsidiary Companies now held or hereafter acquired or constituted and including its interest in joint venture.

Authorized Representative

Endorsement #005

This endorsement, effective 12:01 a.m 10/01/91

Forms a part of policy no.: GL 325-84-02

Issued to: Hanson Industries

By: National Union Fire Insurance Company of Pittsburgh, Pa.

"IN REM" ENDORSEMENT

Such coverage as is afforded by this policy shall not be denied solely on the basis that the claim or suit against the Insured is based upon an "In Rem" proceeding.

An action "In Rem" shall be considered an action "In Personam".

Authorized Representative

ENDORSEMENT #006

This endorsement, effective 12:01 a.m. 10/01/91

Forms a part of policy no.: GL 325-84-02

Issued to: Hanson Industries

By: National Union Fire Insurance Company of Pittsburgh, Pa.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
(HEREINAFTER CALLED "THE COMPANY")

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

PART I - COVERAGE

To pay on behalf of the Insured all sums which the Insured shall be obligated to pay by reason of the liability:

Imposed upon the Insured by law, or assumed under contract, or agreement by the Named Insured;

For damages on account of:

1. Personal injuries
2. Property damage
3. Advertising liability

Caused by or arising out of each occurrence;

A. Within the United States of America, its territories or possessions, or Canada, or
B. With respect to the products hazard, anywhere in the world, except with respect to loss arising of foreign-based operations of the Named Insured. As used herein, "Foreign-Based Operations" means:

   1. Construction, fabrication, erection or installation operations outside the United States of America, its territories or possessions, or

   2. Manufacturing, selling or distributing goods or products at or from locations outside the United States of America, its territories or possessions, but "Foreign-Based Operations" do not include the

distribution or sale of goods or products manufactured in the United States of America, its territories or possessions.

PART II - DEFENSE/SUPPLEMENTARY PAYMENTS

With respect to the insurance afforded by this policy, the Company shall have the right to defend any suit against the Insured seeking damages, even if the allegations of the suit are groundless, false or fraudulent, and make such investigation and settlement of any claim or suit as is agreed to by the Company. The Company shall not be obligated to pay any claim or defend any suit after the applicable limits of the Company's liability have been exhausted by payment of judgments or settlements.

The Company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the Insured outside the United States of America, its territories or possessions, or Canada. If the Company elects not to investigate, settle or defend any such claim or such settlement thereof as the Company and the Insured deem expedient, the Company shall then reimburse the Insured for the reasonable costs of such investigation and defense, within the reasonable costs of such investigation and defense, within the applicable limits of the Company's liability, for the amount of any settlement so authorized.

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 suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds:

(c) Expenses incurred by the Insured for first aid to others at the time of an accident, for bodily injury to which this policy applies:

(d) Reasonable expenses incurred by the Insured at the

Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings, not to exceed $25 per day.

PART III - PERSONS INSURED

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

(A) The Named Insured:

(B) Any other owned, controlled, affiliated or subsidiary (including a subsidiary thereof) company or any other organization in which the Insured acquires active management or financial control, but excluding Hygrade Food Products, Old Salt Seafood and Endicott Johnson Corporation;

(C) If the Named Insured is designated in the declaration as a partnership or joint venture. The partnership or joint venture so designated and any partner or member thereof but only with respect to his liabilities as such;

(D) Any person or organization with respect to real estate management for the Named Insured;

(E) Any officer, executive, director, stockholder or employee of the Named Insured, but only while acting on behalf of such Named Insured and within the scope of his duties as such;

(F) Any doctor, nurse, dentist or dietician employed by the Named Insured on a full-time or part-time basis, as respects injury arising out of any rendering or failure to render professional services on behalf of the Named Insured;

(G) Any lawyer, accountant, risk/insurance manager or tax consultant employed by the Named Insured, as respects damages because of injury caused by any negligent act, error or omission in the performance of professional services on behalf of the Named Insured;

(H) Any person or organization designated in writing as a vendor, but only with respect to the distribution or sale in the regular course of the vendor's business, of the Named Insured's products, except with respect to:

(1) Any express warranty unauthorized by the Named Insured;

(2) Personal injury or Property damage arising out of any

act or failure to act by the vendor, including:

i. Any modification, faulty assembly or alteration of any product that affects performance or safety of the product;

ii. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

iii. Products, which after distribution or sale by the Named Insured, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(I) Any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or permit to provide insurance such as is afforded by the terms of this policy, but only with respect to operations by or on behalf of the Named Insured or to facilities of or facilities used by the Named Insured and then, only to the extent of the coverage required by such contract and for the limits of liability specified in such contract but in no event for insurance not afforded by this policy nor for limits of liability in excess of the applicable limits of liability of this policy;

(J) Any club/organization sponsored by and affiliated with the Named Insured.

PART IV - LIMITS OF LIABILITY

The total liability of the Company for all damages, including damages for care and loss of service, because of personal injury sustained by one or more persons as the result of any one occurrence and all damages because of all property damage sustained by one or more person or organization as the result of any one occurrence is:

A combined single limit of: $2,000,000 per occurrence.

(As respects any loss arising out of coverage provided for damages because of injury caused by any negligent act, error or omission in the performance of professional services on behalf of the Named Insured by any tax consultant, a sublimit of $250,000. combined single limit per occurrence shall apply.)

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all personal injury included within the completed operations hazard; (2) all personal injury included within the products hazard; (3) all property damages to which this coverage applies and described in any of the numbered applicable sub-paragraphs in the limits of liability sections of the forms of the Company; and (4) all other hazards in the Company's manuals to which an aggregate limit is applicable shall not exceed the above combined single limit which will apply in these instances as "aggregate".

PART V - EXCLUSIONS

This policy shall not apply:

A. To property damage to:

(1) Property owned by the Insured;

(2) The Named Insured's products arising out of such products or any part of such products;

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

(4) Property used by the Insured.

B. To personal injury or property damage resulting from the failure of the Insured's products or work completed by or for the Insured to perform the function or serve the purpose intended by the Insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions 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;

C. To damages claimed for the withdrawal, inspections, repair, replacement or loss of use of the Insured's products or work completed by or for the Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

D. With respect to advertising liability, to claims made against the Insured for:

(1) Infringement of registered trade marks, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

(2) Incorrect description of any article or commodity;

(3) Mistake in advertised price;

(4) To any Insured in the business of advertising, broadcasting, publishing or telecasting;

(5) To any injury arising out of any act committed by the Insured with actual malice.

E. To personal injury or property damage arising out of aircraft products and/or all sums which any Insured shall become legally obligated to pay as damages resulting in or from grounding of any aircraft;

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

G.1. Under any liability coverage, to injury, sickness, disease, death or destruction;

A. With respect to which an Insured under the policy is an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insured 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 us, or had this policy not been issued, would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization;

2. Under any medical payments coverage or under any supplementary payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease, death resulting from hazardous properties of nuclear

material and arising out of the operations of a nuclear facility by any person or organization;

3. Under any liability coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear materials, if:

A. The nuclear material:

(1) is at any nuclear facility owned or operated by or on behalf an Insured; or

(2) has been discharged or dispensed 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 or use of any nuclear facility, but if such facility is located within the United States of America, its (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this policy:

A. "Hazardous Properties" include radioactive, toxic or explosive properties;

B. "Nuclear Material" means source material, special nuclear material or by-product material;

C. "Source Material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any laws amendatory thereof;

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

E. "Waste" means any waste material:

(1) Containing by-product material; and

(2) Resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (F.1) or (F.2) thereof.

F. "Nuclear Facility" means:

(1) Any nuclear reactor;

(2) Any equipment or device designed or used for

(a) Separating the isotopes of uranium or plutonium;

(b) Processing or utilizing spent fuel; or

(c) Handling, processing or packaging waste;

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

(4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

G. "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;

H. To bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the Insured under any contract, or

(2) Expenses for first aid under the supplementary payments provision;

I. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) Any automobile or aircraft owned or operated by or rented or loaned to any Insured, or

(2) Any other automobile or aircraft operated by any person in the course of his employment by any Insured;

But this exclusion does not apply to the parking of any automobile on premises owned by, rented to or controlled by the Named Insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any Insured;

J. 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 benefit law, or under any similar law;

K. To bodily injury to any employee of the Insured arising out of and in the course of his employment by the Insured or to any obligation of the Insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability by the Insured under any contract;

L. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) Any watercraft owned or operated by or rented or loaned to any Insured; or

(2) Any other watercraft operated by any person in the course of his employment by any Insured; but this exclusion does not apply to watercraft while on premises owned by, rented to or controlled by the Named Insured, or to any watercraft under 75 feet in length and/or approximately 156 feet in length.

M. If the Insured or the indemnitee of the Insured is an architect, engineer or surveyor, to personal injury or property damage arising out of professional services performed by the Insured or which causes liability of the indemnitee, his agents or employees, arising out of

(1) The preparation or approval of maps, drawings, opinion reports, surveys, change orders, designs or specifications;

(2) Supervisory, inspection or engineering services;

(3) The giving of or failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of this personal injury or property damage;

N. To loss of use of tangible property which has not been physically injured or destroyed resulting from a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreements;

O. With respect to personal injury coverage, to personal injury:

(1) Arising out of the willed violation of a rental statute or ordinance committed by or with the knowledge or consent of any Insured;

(2) Sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Named Insured;

(3) Arising out of any publication or utterance concerning any organization or business enterprise or its products or services, made by or at the direction of any Insured with knowledge of the falsity thereof;

P. To property damage to premises alienated by the Named Insured arising out of such premises or any part thereof;

Q. As respects coverage provided for professional services provided or by any failure to provided these services, on behalf of the Named Insured:

(1) To any dishonest, fraudulent, criminal or malicious act or omission of any Insured or employee; or

(2) To any claim made by an employer against an Insured who is a salaried employee of such an employer.

PART VI - DEFINITIONS

A. **ADVERTISING OFFENSE:** means

(1) Libel, slander or defamation;

(2) Any infringement of copyright, title or slogan;

(3) Piracy, plagiarism or unfair competition or idea mis-appropriation under an implied contract;

(4) Any invasion of right of privacy, committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities.

B. **AIRCRAFT:** means any heavier than air or lighter than air aircraft designed to transport persons or property.

C. **AUTOMOBILE:** means a land motor vehicle, trailer or semi-trailer (including any machinery or apparatus

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attached thereto).

D. **COMPLETED OPERATIONS HAZARD:** includes personal injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured. "Operations" include materials, parts or equipment furnished in connection therewith.

Operations shall be deemed completed at the earliest of the following times:

(1) When all operations to be performed by or on behalf of the Insured at the site of the operations have been completed; or

(2) When all operations to be performed by or on behalf of the Insured under the contract 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.

(1) The publication or utterance of a libel or slander or other defamatory or disparaging material or publication or utterance in violation or an individual's right of privacy; except that maliciously published or uttered by, at the direction of or with the consent of the Insured and except that contained in any advertisement, publicity article, broadcast or telecast and arising out of any Insured's advertising activities;

(2) Discrimination, except where prohibited by law or related to any employment practices of the Insured.

G. **NAMED INSURED'S PRODUCTS:** means goods or products manufacture, sold, handled or distributed or leased to others by the Named Insured or others trading under his named, including any container thereof other than a vehicle.

H. **POLICY PERIOD:** This policy applies to personal injuries, property damage, advertising liability, as a result of occurrences taking place at or after the effective date specified in the declarations page, but prior to the expiration date.

I. "PRODUCTS HAZARDS": includes personal injury and property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respects thereto, only if the personal injury or property damage occurs away from premises owned by or rented to the Insured and after physical possession has been relinquished to others. The products hazard also includes liability assumed with respect to the products hazard. The products hazard also includes testing or demonstration, if away from premises owned or controlled by the Named Insured.

J. PROPERTY DAMAGE: means

(1) Injury to or destruction of tangible property including loss of use thereof or resulting therefrom; or

(2) Loss of the use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

PART VII - CONDITIONS

A. 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, the audit period 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.

B. INSPECTION AND AUDIT: The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property operations are safe or healthful, or are in compliance with any law, rule or regulation.

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

C. **NOTICE OF OCCURRENCE:** Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which in the event that the Insured should be liable, are likely to involve this policy, notice shall be sent to the Company as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to give rise to claims hereunder, shall not prejudice such claims.

If claims are made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

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

D. **ACTION AGAINST THE COMPANY:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the Insured's 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.

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

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

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

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

(3) With respect to losses to which this policy applies by reason of Part I - Coverage, Item (B), the insurance afforded by this policy does not apply to that portion

of the loss for which the Insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

The insurance afforded by this policy shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the Insured, such as but not limited to fire and extended coverage, builders' risk coverage or installation risk coverage.

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

G. 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 set up 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.

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

I. CANCELLATION/NON-RENEWAL: This policy may be cancelled by the Named Insured by surrender thereof to the Company or its representatives or by mailing to the Company or its representatives written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company or its representatives by sending them by registered mail, notice of the Named Insured stating when, not less than ninety (90) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or its representatives to the Named Insured at the address shown in this policy shall be sufficient proof of notice, and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or its respective representations shall be equivalent to mailing.

It is agreed that irrespective of any other items or conditions contained in the policy or endorsements attached thereto, this policy may be cancelled by the Company or its representatives for non-payment of any unpaid portion of the premium by delivering to the Named Insured or by sending to the Named Insured by registered mail, at the Named Insured's address as shown herein, not less than ten (10) days' written notice stating when the cancellation shall be effective.

If this policy shall be cancelled by the Named Insured, the Company shall retain the customary short rate portion of the premium for the period this policy has been in force. If this policy shall be cancelled by the Company, the Company shall retain the pro rata portion of the premium for the period this policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium with such notice.

J. DECLARATIONS: By acceptance of this policy, the Named Insured agrees that the statements in the application and the declarations, and in any subsequent notice relating to underlying insurance are its agreements and representation that this policy is issued and continued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Named Insured and the Company or any of its agents relating to this insurance.

Authorized Representative

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ENDORSEMENT #007

This endorsement, effective 12:01 A.M 10/01/91

Forms a part of Policy No. GL 325-84-02

Issued to: Hanson Industries

By National Union Fire Insurance Company Of Pittsburgh, PA.

POLLUTION EXCLUSION

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

(1) to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
 (a) at or from premises you own, rent or occupy;
 (b) at or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste material:
 (c) which are at any time transported, handled, stored, treated, disposed of or processed as waste by or for you or any person or organization for whom you may be legally responsible; or
 (d) at or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations:

 (i) to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants; or
 (ii) if the pollutants are brought on or to the site or location by or for you.

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

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

All other terms and conditions remain the uncahanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WYOMING CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A.

1. Paragraph 2. of the CANCELLATION Common Policy Conditions is replaced by the following:

2.

a. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium.

(2) Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy.

(3) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy.

(4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel, we will mail or deliver to the first Named Insured and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

(a) 10 days before the effective date of cancellation if cancellation is for the reason stated in b.(1) above; or

(b) 45 days before the effective date of cancellation if cancellation is for the reasons stated in b.(3) or (4) above.

2. The following is added to the CANCELLATION Common Policy Condition:

7. If we cancel this policy in accordance with paragraph A.1. of this endorsement, any unearned premium will be refunded to the first Named Insured prior to the effective date of cancellation.

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0049-GLD-000054624

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR VEHICLE LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The following are added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

1. When this Coverage Part is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the coverage part for Bodily Injury Liability or Property Damage Liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
2. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverages required by any motor vehicle insurance law. We will provide the required limits for those coverages.

ENDORSEMENT # 7

This endorsement, effective 12:01 A.M. 10/01/91 forms part of policy No. RMGL 325-84-02 issued to Hanson Industries by: National Union Fire Insurance Company of Pittsburgh, PA.

It is hereby agreed that the Limits of Insurance section of the Declaration Page is amended as follows:

General Aggregate Limit (Other than Prod-Comp Operations)	$2,000,000
Products - Completed Operations Aggregate Limit	$2,000,000
Personal & Advertising Injury Limit	$2,000,000
Each Occurrence Limit	$2,000,000
Fire Damage Limit	$ 50,000
Medical Expense Limit	$ 5,000

All other terms and conditions remain unchanged.

AUTHORIZED REPRESENTATIVE

INSURED'S COPY

National Union Fire Insurance Company of Pittsburgh, Pa.
80 Pine Street
New York, N.Y. 10005
212/770-7000

A Member Company of American International Group, Inc

April 15, 1992

Sedgwick James Of NE
40 Broad street
Boston, MA 02109

RE: Hanson Industries Inc.
Policy No. RM CA 142-80-00
EFF: 10/01/91 - 92

Dear Sir/Madam:

Enclosure, find your copy of the above policy. the Insured's copy will be forwarded to you as soon as its Countersigned.

If there is more information needed, contact our office.

Sincerely,

Armen Zatourian
Underwriting Assistant
NYDT Region

cc: File

1. NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH
A STOCK COMPANY

2. AMERICAN HOME ASSURANCE COMPANY
A STOCK COMPANY

AIG Member Companies of American International Group
EXECUTIVE OFFICES
70 PINE STREET, NEW YORK, N.Y. 10270

3. THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
A STOCK COMPANY

1 COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BY NUMBER (HEREIN CALLED THE COMPANY).

COMMERCIAL GENERAL LIABILITY DECLARATIONS

POLICY NO. RM GL 325-84-02

NAMED INSURED HANSON INDUSTRIES

MAILING ADDRESS 100 WOOD AVENUE SOUTH
ISELIN NJ 08830-0000

POLICY PERIOD: From 10/01/91 **to** 10/01/92 **at**

12:01 A.M. Standard Time at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (Other Than Prod-Comp Operations)	$	1,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	$	1,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	$	1,000,000	
EACH OCCURRENCE LIMIT	$	1,000,000	
FIRE DAMAGE LIMIT	$	50,000	Any One Fire
MEDICAL EXPENSE LIMIT	$	5,000	Any One Person

Forms Of Business: ☐ Individual ☐ Partnership ☐ Joint Venture ☒ Organization (Other than Partnership or Joint Venture)

Business Description: DIVERSIFIED MFG.

Location Of All Premises You Own, Rent or Occupy: SEE ATTACHED SCHEDULE

CLASSIFICATION	CODE NO.	PREMIUM BASIS	RATE.	ADVANCE PREMIUM	
				PR/CO	ALL OTHER
SEE ATTACHED SCHEDULE					

Premium shown is payable: $ at inception.

TOTAL: $ 52,900

ENDORSEMENTS ATTACHED TO THIS POLICY: SEE ATTACHED SCHEDULE.

COUNTERSIGNED ______________ BY ______________
(Date) (Authorized Representative)

Date issued 04/01/92