

DEFENDANTS

O'BRIEN

GENERAL LIABILITY-AUTOMOBILE

RM

No. GLA 157 91 28

NEW
RENEWAL OF NUMBER

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

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

MEMBERS OF THE AMERICAN INTERNATIONAL GROUP
EXECUTIVE OFFICES
70 PINE STREET
NEW YORK, N.Y. 10270

Insured's Name and Mailing Address
THE O'BRIEN CORPORATION
(SEE ENDORSEMENT #1)
450 EAST GRAND AVENUE
SOUTH SAN FRANCISCO, CA.

PRODUCER
CRUMP RISK MANAGEMENT SERVICES
151 UNION STREET, SUITE 600
SAN FRANCISCO, CA. 94111
#01085

POLICY PERIOD: FROM 9-01-86 TO 9-01-87 AT 12:01 A.M., STANDARD TIME AT PLACE OF ISSUANCE Years

The named insured is:
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other:

Business of the named insured is: (ENTER BELOW)
MANUFACTURER OF PAINTS AND VARNISHES

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the Coverage Part(s) indicated below by specific premium charge(s) and attached to and forming a part of this policy.

Advance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premiums	Coverage Part No(s).	Coverage Part(s)
$		Automobile Medical Payments Insurance	$		Hospital Professional Liability Insurance
$		Automobile Physical Damage Insurance (Dealers)	$		Manufacturers' and Contractors' Liability Insurance
$		Automobile Physical Damage Insurance (Fleet Automatic)	$		Owner's and Contractor's Protective Liability Insurance
$		Automobile Physical Damage Insurance (Non-Fleet)	$		Owners', Landlords' and Tenants' Liability Insurance
$ INCLUDED	A128	Basic Automobile Liability Insurance	$ INCLUDED	A6111	Personal Injury Liability Insurance
$		Completed Operations and Products Liability Insurance	$		Physicians', Surgeons' and Dentists' Professional Liability Insurance
$		Comprehensive Automobile Liability Insurance	$		Premises Medical Payments Insurance
$ 923,175.	L6395	Comprehensive General Liability Insurance	$		Special Protective and Highway Liability Insurance New York Department of Transportation
$		Comprehensive Personal Insurance			
$		Contractual Liability Insurance	$		Storekeeper's Insurance
$		Druggists' Liability Insurance	$ INCLUDED	A116	Uninsured Motorists Insurance
$		Elevator Collision Insurance	$ INCLUDED	END'T#7	EMPLOYEE BENEFITS LIABILITY INSURANCE
$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance	$		
$		Farmer's Comprehensive Personal Insurance			
$		Farmer's Medical Payments Insurance	$		
$		Garage Insurance			
$ SEE ENDORSEMENT #22					

Form numbers of endorsements, other than those entered on Coverage Part(s) attached at issue

$ 923,175. Total Advance Premium for this policy.

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date	1st Anniversary	2nd Anniversary
$	$	$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned: OCTOBER 14, 1986 PR/cp

NU00036

*Not applicable in Texas

By _____ Authorized Representative

26288 49 TOC 000150 Ptd. in U.S.A. BRANCH OFFICE COPY OKD6300 X-F (1-1-73)

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"policy territory" means:

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

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

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

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

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

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

SUPPLEMENTARY PAYMENTS

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

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

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

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

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

CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Secretary

President

AMERICAN HOME ASSURANCE COMPANY

Secretary

President

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Secretary

President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

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

It is agreed that:

I. The policy does not apply:

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

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

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

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

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

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

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

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

II. As used in this endorsement:

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

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

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

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

"waste" means any material

(a) containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and

(b) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**;

"nuclear facility" means

(a) any **nuclear reactor**,

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

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

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

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

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

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

NEW YORK—It is agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement— Broad Form", printed above, do not apply in New York with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

NU00039

COVERAGE PART

L 6395a
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. RH CLA 157 91 28, to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the **named insured** (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

Interest of **named insured** in such premises (CHECK BELOW)

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

Part occupied by **named insured** (ENTER BELOW)

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

SCHEDULE

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

Coverages	Limits of Liability		Advance Premiums
	each occurrence	aggregate	
A—Bodily Injury Liability	$ SEE	$ SINGLE	$ 923,175.
B—Property Damage Liability	$ LIMIT	$ ENDORSEMENTS	$ INCLUDED
Form numbers of endorsements attached at issue			$
		Total Advance Premium	$ 923,175.

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates B.I.	Rates P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations AS PER SCHEDULE ON FILE WITH COMPANY		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units (f) Admissions	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit (f) Per 100 Admissions	SEE COMPOSITE RATE ENDORSEMENT	923,175.	INCLUDED
Escalators (Number at Premises)		Number Insured	Per Landing	SEE COMPOSITE RATE ENDORSEMENT	INCLUDED	INCLUDED
Independent Contractors		Cost	Per $100 of Cost	SEE COMPOSITE RATE ENDORSEMENT	INCLUDED	INCLUDED
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts	SEE COMPOSITE RATE ENDORSEMENT	INCLUDED	INCLUDED
Products		(b) Sales	(b) Per $1,000 of Sales			
				Total Advance B.I. and P.D. Premiums	$923,175.	INCLUDED

When used as a premium basis:

1. **"admissions"** means the total number of persons, other than employees of the **named insured**, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. **"cost"** means the total cost to the **named insured** with respect to operations performed for the **named insured** during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. **"receipts"** means the gross amount of money charged by the **named insured** for such operations by the **named insured** or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the **named insured** collects as a separate item and remits directly to a governmental division;
4. **"remuneration"** means the entire remuneration earned during the policy period by proprietors and by all employees of the **named insured**, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. **"sales"** means the gross amount of money charged by the **named insured** or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the **named insured** and such others collect as a separate item and remit directly to a governmental division.

NTI00040

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

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

A. **bodily injury** or

B. **property damage**

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

Exclusions

This insurance does not apply:

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

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

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

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

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
(1) any watercraft owned or operated by or rented or loaned to any **insured**, or
(2) any other watercraft operated by any person in the course of his employment by any **insured**;
but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **named insured**;

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

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

(h) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable
(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
(2) if not so engaged, as an owner or lessor of premises used for such purposes,
if such liability is imposed
(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

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

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

(k) to **property damage** to
(1) property owned or occupied by or rented to the **insured**,
(2) property used by the **insured**, or
(3) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;
but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **named insured**;

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

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
(1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or
(2) the failure of the **named insured's products** or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;
but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;

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

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

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

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

II. PERSONS INSURED

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

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

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

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

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

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

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

III. LIMITS OF LIABILITY

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

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the schedule as applicable to "each occurrence".

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

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

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

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

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

IV. POLICY TERRITORY

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

ENDORSEMENT #1

This endorsement, effective 12:01 A.M. SEPTEMBER 1, 1986 forms a part of policy No. RM GLA 157 91 28 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

NAMED INSURED ENDORSEMENT

THE O'BRIEN CORPORATION;
FULLER-O'BRIEN CORPORATION;
FULLER-O'BRIEN INTERNATIONAL
SALES CORPORATION;
NAPKO CONTINENTAL CORPORATION;
AND ANY OTHER ENTITY WHILE THE NAMED INSURED
OWNS MORE THAN 50% INTEREST.

AUTHORIZED REPRESENTATIVE

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

LIABILITY — GL 04 04 (Ed. 05 81) — *ENDORSEMENT #4* — L 6111 (Ed. 5-81)

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

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

This *endorsement, effective* SEPTEMBER 1, 1986 (12:01 A. M., standard time) , forms a part of policy No. RM GLA 157 91 28

issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Authorized Representative

SCHEDULE

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

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

Limit of Liability—*Fire Legal Liability* Coverage:
$50,000 per occurrence unless otherwise indicated herein: $ 500,000 per occurrence.

Advance Premium	Premium Basis
$	_____% OF THE TOTAL COMPREHENSIVE GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED
$	MINIMUM PREMIUM

I. CONTRACTUAL LIABILITY COVERAGE

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

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

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

(2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including
(a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
(b) supervisory, inspection or engineering services;

(3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
(b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

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

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

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

(D) The following additional condition applies:
Arbitration
The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

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

(B) This insurance does not apply:

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

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

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

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

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

(6) to advertising injury arising out of
(a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
(b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
(c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) with respect to advertising injury
(a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or
(b) to any injury arising out of any act committed by the insured with actual malice.

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

(D) **Additional Definitions**
"Advertising injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.
"Personal injury" means injury arising out of one or more of the following offenses committed during the policy period:
1. false arrest, detention, imprisonment, or malicious prosecution;
2. wrongful entry or eviction or other invasion of the right of private occupancy;
3. a publication or utterance
(a) of a libel or slander or other defamatory or disparaging material, or
(b) in violation of an individual's right of privacy;
except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

III. PREMISES MEDICAL PAYMENTS COVERAGE

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

This insurance does not apply:

(A) to bodily injury
(1) arising out of the ownership, maintenance, operation, use, loading or unloading of
(a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
(b) any other automobile or aircraft operated by any person in the course of his employment by any insured,
but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;
(2) arising out of
(a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
(b) the operation or use of any snowmobile or trailer designed for use therewith;
(3) owned or operated by or rented or loaned to any insured, or
(4) operated by any person in the course of his employment by any insured;
(3) arising out of the ownership, maintenance, operation, use, loading or unloading of
(a) any watercraft owned or operated by or rented or loaned to any insured, or
(b) any other watercraft operated by any person in the course of his employment by any insured;
but this exclusion does not apply to watercraft while ashore on the insured premises;

NU00046
49 TOC 000160

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

(B) to bodily injury

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

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

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

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

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

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

(b) to a minor,

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

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

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

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

(C) to bodily injury

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

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

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

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

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

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

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

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

LIMITS OF LIABILITY

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

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

ADDITIONAL DEFINITIONS

When used herein:

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

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

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

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

IV. HOST LIQUOR LAW LIABILITY COVERAGE

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

V. FIRE LEGAL LIABILITY COVERAGE—REAL PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

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

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

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

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

This coverage does not apply to:

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

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

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

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

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

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

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

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

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

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

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

(b) to Premises Medical Payments Coverage.

X. ADDITIONAL PERSONS INSURED

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

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

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

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

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

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

XI. EXTENDED BODILY INJURY COVERAGE

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

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

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

AUTHENTICATED

ENDORSEMENT #5

This endorsement, effective 12:01 A.M. SEPTEMBER 1, 1986 forms a part of

policy No. RM GLA 157 91 28 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

AMENDMENT OF DEFINITION OF PERSONAL INJURY

IT IS AGREED THE DEFINITION OF "PERSONAL INJURY" IS AMENDED TO INCLUDE DISCRIMINATION, OR WRONGFUL TERMINATION, (UNLESS INSURANCE THEREFOR IS PROHIBITED BY LAW) NOT COMMITTED BY OR AT THE DIRECTION OF THE INSURED.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #6

This endorsement, effective 12:01 A.M. SEPTEMBER 1, 1986 forms a part of

policy No. RM GLA 157 91 28 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

EXCLUSION OF LIABILITY FROM CERTAIN PRODUCTS ENDORSEMENT

SOLVENT BASED CYPRESSIDE COATING SYSTEM

IN CONSIDERATION OF THE PREMIUM CHARGED THIS INSURANCE DOES NOT APPLY TO PROPERTY DAMAGE INCLUDED WITHIN THE PRODUCTS HAZARD ARISING OUT OF THE "SOLVENT BASED CYPRESSIDE COATING SYSTEM" SOLD TO MASONITE CORPORATION IN LAUREL, MISSISSIPPI.

ACCEPTED ON BEHALF OF THE NAMED INSURED:

BY: _____

TITLE: _____

DATE: _____

ACCEPTED ON BEHALF OF THE PRODUCER:

BY: _____

TITLE: _____

DATE: _____

_____
AUTHORIZED REPRESENTATIVE

ENDORSEMENT #7

This endorsement, effective 12:01 A.M. SEPTEMBER 1, 1986 forms a part of Policy No. RM GLA 157 91 28 issued to THE O'BRIEN CORPORATION by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Additional Declarations

EMPLOYEE BENEFITS LIABILITY INSURANCE

COVERAGE	LIMIT OF LIABILITY	DEDUCTIBLE
Employee Benefits Liability Insurance	$ 1,000,000 Each Occurrence $ 1,000,000 Annual Aggregate	$ 500,000 Each Occurrence

PREMIUM COMPUTATION

Est. No. of Employees	Rate Per Employee	Advance Premium
	First 5,000 INCLUDED	$ INCLUDED
	Next 5,000 IN COMPOSITE	$
	Over 10,000 ENDORSEMENT	$
	Total Advance Premium	$ INCLUDED

In consideration of the payment of the premium, this Company agrees with the Insured named in the Declarations to afford the coverage set forth herein. The other terms, conditions and limits of liability in other sections of the policy to which this endorsement is attached shall not apply to insurance afforded hereunder.

INSURING AGREEMENTS

1. Employee Benefits Liability

The Company will indemnify the Insured for all sums which the Insured shall become legally obligated to pay as damages because of any claim made against the Insured due to any negligent act, error or omission of the Insured, or any other person for whose acts the Insured is legally liable, in the administration of the Insured's Employee Benefits Programs, as defined herein, and this Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such negligent act, error or omission, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; but this Company shall not be obligated to defend any suit after the applicable limit of this Company's liability has been exhausted by payment of judgments or settlements.

DEFINITIONS

1. Definition of "Insured"

With respect to the insurance afforded by this endorsement the unqualified word "Insured" includes the Named Insured; provided that (a) if the Named Insured is designated as an individual, the insurance applies only to the conduct of a business of which he is the sole proprietor and (b) the unqualified word "Insured" also includes the following:

(i) if the Named Insured is or includes a partnership or joint venture, any partner or member thereof but only with respect to his liability as such;

(ii) any executive officer, director or stockholder of the Named Insured while acting within the scope of his duties as such;

(iii) any employee, provided such employee is authorized to act in the administration of the Named Insured's Employee Benefits Programs.

2. "Employee Benefits Programs"

The term "Employee Benefits Programs" means (a) group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workmen's compensation, unemployment insurance, social benefits, disability benefits, and (b) any other similar employee benefits instituted after the effective date of this endorsement provided this Company is notified within thirty days after the institution of such benefits.

3. "Administration"

The unqualified word "administration" wherever used shall mean:

(a) Giving counsel to employees with respect to the Employee Benefits Programs;

(b) Interpreting the Employee Benefits Programs;

(c) Handling of records in connection with the Employee Benefits Programs;

(d) Effective enrollment, termination or cancellation of employees under the Employee Benefits Programs; provided all such acts are authorized by the Named Insured.

4. "Occurrence"

The word "occurrence" shall mean any negligent act, error or omission of the Insured in the Administration (as defined herein) of the Insured's Employee Benefits Program (as defined herein) occurring during the term of coverage provided by this endorsement.

(The Attach use need be completed only when this endorsement is issue[d] subsequent to preparation of the policy.)

LIABILITY

GL 20 15 (Ed. 07 66) ENDORSEMENT #8 L 9113a
G 113 (Ed 7-66)

ADDITIONAL INSURED

(Vendors—Broad Form)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

This endorsement, effective SEPTEMBER 1, 1986 (12:01 A. M., standard time), forms a part of policy No. RM GLA 157 91 28

issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Authorized Representative

SCHEDULE

Name of Vendor(s)	Description of Product(s)
PER SCHEDULE ON FILE WITH COMPANY	

It is agreed that the "Persons Insured" provision is amended to include any person or organization designated above (herein referred to as "vendor"), as an insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products designated above subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
   (a) any express warranty unauthorized by the named insured;
   (b) bodily injury or property damage arising out of
      (i) any physical or chemical change in the form of the product made intentionally by the vendor,
      (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
      (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
      (iv) products which after distribution or sale by the named insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. The insurance does not apply to any person or organization, as insured, from whom the named insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

AUTHENTIC

ENDORSEMENT #9

This endorsement, effective 12:01 A. M. SEPTEMBER 1, 1986 forms a part of

policy No. RM GLA 157 91 28 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - CONTRACTUAL

IT IS AGREED THAT THE WORD "INSURED" INCLUDES ANY OTHER PARTY PROVIDED THE NAMED INSURED IS OBLIGATED BY VIRTUE OF A WRITTEN CONTRACT OR AGREEMENT TO PROVIDE INSURANCE SUCH AS IS AFFORDED BY THIS POLICY, BUT ONLY IN RESPECT TO OPERATIONS BY OR ON BEHALF OF THE NAMED INSURED OR OF FACILITIES OWNED OR LEASED OR USED BY THE NAMED INSURED.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #10

This endorsement, effective 12:01 A.M. SEPTEMBER 1, 1986 forms a part of

policy No. RM GLA 157 91 28 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

NOTICE OF OCCURRENCE

IN THE EVENT OF AN OCCURRENCE, WRITTEN NOTICE CONTAINING PARTICULARS SUFFICIENT TO IDENTIFY THE INSURED AND ALSO REASONABLY OBTAINABLE INFORMATION WITH RESPECT TO THE TIME, PLACE AND CIRCUMSTANCES THEREOF, AND THE NAMES AND ADDRESSES OF THE INJURED AND OF AVAILABLE WITNESSES, SHALL BE GIVEN BY OR FOR THE INSURED TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS AS SOON AS PRACTICABLE, AFTER ANY EMPLOYEE WHO MAY BE DESIGNATED BY THE INSURED TO GIVE SUCH NOTICE HAS THE KNOWLEDGE OF THE EVENT.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #11

This endorsement, effective 12:01 A.M. SEPTEMBER 1, 1986 forms a part of

policy No. RM GLA 157 91 28 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

NOTICE OF CANCELLATION

IT IS HEREBY AGREED THAT THE CONDITIONS OF THIS POLICY APPLYING TO CANCELLATION ARE AMENDED AS FOLLOWS:

THIS POLICY MAY BE CANCELLED BY THE INSURED BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE INSURED AT THE ADDRESS SHOWN IN THIS POLICY, WRITTEN NOTICE STATING WHEN NOT LESS THAN SIXTY (60) DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE, EXCEPT IN THE CASE CANCELLATION SHALL BE EFFECTIVE NOT LESS THAN TEN (10) DAYS AFTER WRITTEN NOTICE.

IN THE EVENT THE COMPANY ELECTS TO NON-RENEW, THE COMPANY WILL MAIL TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THE POLICY WRITTEN NOTICE. SUCH WRITTEN NOTICE WILL BE MAILED AT LEAST NINETY (90) DAYS PRIOR TO THE EXPIRATION DATE STATED IN THE DECLARATIONS.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #12

This endorsement, effective 12:01 A.M. SEPTEMBER 1, 1986 forms a part of

policy No. RM GLA 1579128 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

HAZARDOUS SUBSTANCE REMEDIAL ACTION EXCLUSION

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, RESULTING FROM ANY SUIT, ACTION, PROCEEDING OR ORDER BROUGHT OR ISSUED BY OR ON BEHALF OF ANY FEDERAL, STATE OR LOCAL 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, 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 CLEANUP 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, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS.

AUTHORIZED REPRESENTATIVE

(The Attaching Claus be completed only when this endorsement is issued subs to preparation of the policy.)

IL 09 28 (Ed. 06 85) ENDORSEMENT #13 GU 271 (Ed. 6-85)

POLLUTION EXCLUSION

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

BUSINESSOWNERS POLICY
COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE

This endorsement, effective SEPTEMBER 1, 1986 (12:01 A. M., standard time), forms a part of Policy No. RM GLA 157 91 28

issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Authorized Representative

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

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

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

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

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

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

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

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

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

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

AUTHENTICATED

Copyright, Insurance Services Office, Inc., 1985

NU00056

49 TOC 000170

ENDORSEMENT #14

This endorsement, effective 12:01 AM. SEPTEMBER 1, 1986 forms a part of policy No. RM GLA 157 91 28 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

TEXAS AUTOMOBILE LIABILITY COVERAGE

IN CONSIDERATION OF AN ESTIMATED ANNUAL PREMIUM OF $54,350.00 CHARGED AND COLLECTED UNDER POLICY RM BA 154 9180, IT IS AGREED THAT ALL AUTOMOBILES OWNED BY THE INSURED GARAGED IN THE STATE OF TEXAS ARE COVERED UNDER THIS POLICY.

AUTHORIZED REPRESENTATIVE

NU00057

CP 00 10 (Ed. 10-75)

COVERAGE PART — COMPREHENSIVE AUTOMOBILE LIABILITY INSUI. E — A 128 (Ed. 10-75)

For attachment to Policy No. RM GLA 157 91 28 to complete said policy.

SCHEDULE

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

Coverages	Limits of Liability		Advance Premiums
C—Bodily Injury Liability	1,000 thousand dollars each person	1,000 thousand dollars each occurrence	$ 54,350.00
D—Property Damage Liability	thousand dollars each occurrence INCLUDED		$ INCLUDED
Form numbers of endorsements attached at issue			$
		Total Advance Premium	$

Description of Hazards						Advance Premiums	
1. Owned Automobiles — Premium Basis — Per Automobile						BI	PD
Town or City and State In Which the Automobile Will Be Principally Garaged	Year of Model	Trade Name	Body Type and Model; Truck Size; or Bus Seating Capacity	Identification Number Serial Number Motor Number	Purposes of Use		
ALL AUTOMOBILES OWNED BY THE INSURED GARAGED IN THE STATE OF TEXAS ONLY						54,350.	INCLUDED
2. Hired Automobiles — Premium Basis — Cost of Hire							
Estimated Total Cost of Hire For Each State Where the Named Insured Is Located. State / Estimated Total Cost Of Hire					Rates Per $100 Cost of Hire: BI / PD		
INCLUDED IF ANY						INCLUDED	INCLUDED
3. Non-Owned Automobiles—Premium Basis—Total Number of Employees At All Locations							
Total Number of Employees At All Locations							
INCLUDED IF ANY						INCLUDED	INCLUDED
					Total Advance B.I. and P.D. Premiums	$54,350.00	$ INCLUDED

When used as a premium basis:

"cost of hire" is the total amount incurred for the hire of automobiles not including charges for services performed by motor carriers of property or passengers which are subject to the compulsory insurance requirements of any motor carrier law or regulation.

I. COVERAGE C—BODILY INJURY LIABILITY

COVERAGE D—PROPERTY DAMAGE LIABILITY

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

C. bodily injury or

D. property damage

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

Exclusions

This insurance does not apply:

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

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

(c) 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 any such injury arising out of and in the course of domestic employment by the insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(d) to property damage to

(1) property owned or being transported by the insured, or

(2) property rented to or in the care, custody or control of the insured, or to which the insured is for any purpose exercising physical control, other than property damage to a residence or private garage by a private passenger automobile covered by this insurance;

(e) 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 expenses for first aid under the Supplementary Payments provision;

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

II. PERSONS INSURED

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

(a) the named insured;

(b) any partner or executive officer thereof, but with respect to a non-owned automobile only while such automobile is being used in the business of the named insured;

(c) any other person while using an owned automobile or a hired automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be an insured only if he is:
(1) a lessee or borrower of the automobile, or
(2) an employee of the named insured or of such lessee or borrower;

(d) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (a), (b) or (c) above.

None of the following is an insured:

(i) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;

(ii) the owner or lessee (of whom the named insured is a sub-lessee) of a hired automobile or the owner of a non-owned automobile, or any agent or employee of any such owner or lessee;

(iii) an executive officer with respect to an automobile owned by him or by a member of his household;

(iv) any person or organization, other than the named insured, with respect to:

(1) a motor vehicle while used with any trailer owned or hired by such person or organization and not covered by like insurance in the company (except a trailer designed for use with a private passenger automobile and not being used for business purposes with another type motor vehicle), or

(2) a trailer while ed with any motor vehicle owned or hired by such person or or ition and not covered by like insurance in the company;

(v) any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the named insured.

This insurance does not apply to bodily injury or property damage arising out of (1) a non-owned automobile used in the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured, or (2) if the named insured is a partnership, an automobile owned by or registered in the name of a partner thereof.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles to which this policy applies, the company's liability is limited as follows:

Coverage C—The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

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

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

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the territory described in paragraph (1) or (2) of the definition of policy territory.

V. ADDITIONAL DEFINITIONS

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

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"hired automobile" means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured, provided such automobile is not owned by or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

"non-owned automobile" means an automobile which is neither an owned automobile nor a hired automobile;

"owned automobile" means an automobile owned by the named insured;

"private passenger automobile" means a four wheel private passenger or station wagon type automobile;

"trailer" includes semi-trailer but does not include mobile equipment.

VI. ADDITIONAL CONDITIONS

A. **Excess Insurance—Hired and Non-Owned Automobiles**

With respect to a hired automobile, or a non-owned automobile, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

B. **Out of State Insurance**

If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the company's liability and kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

TX-03-24. SINGLE LIMIT OF LIABILITY
ENDORSEMENT #15

This endorsement forms a part of Policy No. RM GLA 1579128 issued to THE O'BRIEN CORPORATION

by the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. at its Agency
(Name of Insurance Company)

located (city and state) SAN FRANCISCO, CA. and is effective from 9-01-86
(12:01 A.M. Standard Time)

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

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

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

AUTOMOBILE LIABILITY INSURANCE
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE
GARAGE INSURANCE

SCHEDULE

Coverages	Limits of Liability
Bodily Injury Liability and Property Damage Liability	$ 1,000,000 each occurrence

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to **Bodily Injury** Liability and **Property Damage** Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) **automobiles** to which this policy applies, the company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

The limit of liability stated in the schedule of this endorsement as applicable to "each **occurrence**" is the total limit of the company's liability for all damages because of **bodily injury**, including damages for care and loss of services, or **property damage** as a result of any one **occurrence**, provided that with respect to any one **occurrence** for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for **bodily injury** liability and for **property damage** liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

By .....
(Duly Authorized Representative)

FORM TX-03-24.—SINGLE LIMIT OF LIABILITY
Texas Standard Automobile Endorsement
Revised April 1, 1975

241b. SONAL INJURY PROTECTIOI NDORSEMENT

ENDORSEMENT #16

(Basic Automobile Liability Insurance,

Comprehensive Automobile Liability Insurance, Garage Insurance)

This endorsement forms a part of Policy No RM GLA 1579128 issued to THE O'BRIEN CORPORATION

by the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. at its Agency
(Name of Insurance Company)

located (city and state) SAN FRANCISCO, CA. and is effective from 9-01-86
(12:01 A.M. Standard Time)

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

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

SCHEDULE

Coverage	Limits of Liability	Advance Premium
Personal Injury Protection Coverage	$ 2,500 each person	$ INCLUDED

Description of Insured Motor Vehicles
(Check appropriate block)

- ☒ Any automobile owned by the named insured.
- ☐ Any private passenger automobile owned by the named insured.
- ☐ Any motor vehicle to which are attached dealer's license plates issued to the named insured.
- ☐ Any motor vehicle designated in the Declarations of the policy by the letters P. I. P. and a motor vehicle ownership of which is acquired during the policy period by the named insured as a replacement therefor.
- ☐ .....

In consideration of the premium for this endorsement, the Company agrees with the named insured, subject to all of the provisions of this endorsement and all of the provisions of the policy except as modified herein, as follows:

PERSONAL INJURY PROTECTION

INSURING AGREEMENT

In accordance with the provision of Article 5.06-3 of the Insurance Code of Texas and all Acts amendatory or supplementary thereto, the Company will pay:

(1) the named insured or any member of the insured's household who sustains bodily injury, caused by accident, in a motor vehicle accident, and

(2) any other person who sustains bodily injury, caused by accident,

(a) while occupying the insured motor vehicle, or

(b) while using such vehicle with the permission of the named insured, or the spouse of the insured if a resident of the same household,

for losses incurred by such injured person within three years of the date of such accident for:

(1) all reasonable and necessary medical expenses incurred for services furnished, and

(2) (a) if the person sustaining such bodily injury is an income or wage producer at the time of such accident, benefits for loss of income sustained by such person, while living, as a direct and proximate result of such accident, and

(b) if the person sustaining such bodily injury is not an income or wage producer at the time of such accident, benefits in reimbursement for necessary and reasonable expenses incurred for essential services ordinarily performed by such injured person for the care and maintenance of the family or family household,

during the period of such injured person's disability.

EXCLUSIONS

This insurance does not apply:

(a) to any person who:

(1) intentionally causes the accident resulting in the bodily injury of such person, or

(2) sustains bodily injury while in the commission of a felony or while seeking to elude lawful apprehension or arrest by a law enforcement official;

(b) to the named insured or any member of the insured's household who sustains bodily injury while occupying or through being struck by a motor vehicle owned by such named insured or any member of the insured's household which is not an insured motor vehicle.

(SEE REVERSE SIDE FOR FURTHER PROVISIONS)

By .....
(Duly Authorized Representative)

FORM 241b.—PERSONAL INJURY PROTECTION ENDORSEMENT
Texas Standard Automobile Endorsement
Revised April 1, 1979

LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved or claims made, the total aggregate limit of liability for all benefits of every kind for loss or expense incurred by or on behalf of any one person who sustains bodily injury as the result of any one accident shall not exceed the limit of liability set out in the schedule of this endorsement. If the person receiving payment under this coverage is also making a claim against the insured under bodily injury liability coverage of this policy or against the Company under the bodily injury provisions of the uninsured/underinsured motorists coverage of this policy, such insured and the Company shall be entitled to an offset, credit or deduction against any award made to such guest or passenger in an amount of money equal to the amounts paid by the owner, operator or the Company under "personal injury protection" to such guest or passenger and the bodily injury liability and uninsured/underinsured motorists coverages of this policy are hereby amended accordingly; provided, however, nothing herein shall be construed to authorize a direct action against the Company.

DEFINITIONS

"actual income lost" means the difference between the monthly rate of income being earned on the date of accident and income received during the period of disability, measuring income on the date of accident as follows:

(a) if income is a salary or fixed remuneration, by the monthly rate of income being earned on the date of accident;

(b) otherwise, by the average monthly income actually earned during the twelve month period immediately preceding the date of accident, or if the insured has been engaged in his occupation as of the date of accident for a period of less than twelve months, by the average monthly income actually earned during that period;

"benefits for loss of income" means eighty (80%) per cent of actual income lost because of disability resulting from insured bodily injury which prevents the injured person from performing the substantial duties of his usual occupation;

"bodily injury" means bodily injury, sickness, or disease, including death at any time resulting therefrom;

"income" means wages, salary, tips, commissions, professional fees, and other earnings from work or employment;

"income or wage producer" means a person who at the time of an accident was in an occupational status where such person was earning or producing income;

"insured motor vehicle" means an automobile owned or leased by the named insured which is described in the schedule as an insured motor vehicle to which bodily injury liability coverage of the policy applies;

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

"member of the insured's household" means a relative of the individual named insured who is a resident of the same household;

"motor vehicle" means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power;

"named insured" means the person or organization named in the declarations;

"occupying" means in or upon or entering into or alighting from;

"person" means a natural person and not a corporation, partnership, association or business name.

CONDITIONS

1. **Policy Provisions.** None of the insuring agreements, exclusions or conditions of the policy shall apply to the insurance afforded by this endorsement except the conditions "Notice," "Assistance and Cooperation of the Insured," "Changes," "Assignment," "Cancelation" and "Declarations" and any endorsement which specifically refers to "Personal Injury Protection."

2. **Premium.** If during the policy period the number of insured motor vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the Company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the Company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the Company; if less, the Company shall return to the named insured the unearned portion paid by such insured.

3. **Proof of Claim and Medical Reports.** As soon as practicable, and no later than six months after the date of accident, the person making claim shall give to the Company written proof of claims, including full particulars of the nature and extent of the injuries and treatment received and contemplated and medical expenses incurred, the nature and extent of actual income lost, all such instruments and papers relating to income as the Company may reasonably require to establish benefits for loss of income, and such other information as may assist the Company in determining the amount due and payable. The injured person shall submit to mental or physical examinations by physicians selected by the Company and at the Company's expense when and as often as the Company may reasonably require and such person or, in the event of disability, incapacity or death, the legal representative, shall upon each request by the Company execute authorization to enable the Company to obtain medical reports and copies of records.

Proof of claim shall be made upon forms furnished by the Company unless the Company shall have failed to furnish such forms within fifteen days after receiving notice of claim. The person making claim shall submit to examination under oath by any person named by the Company, and subscribe the same, as often as may reasonably be required.

4. **Other Insurance.** If there is other personal injury protection insurance against a loss covered by the provisions of this endorsement, the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in this endorsement bears to the total applicable limit of liability of all valid and collectible personal injury protection insurance; provided, however, the insurance afforded hereunder shall be excess over any other valid and collectible personal injury protection insurance available to the named insured or any member of the insured's household.

5. **Payment of Loss.** Any payment under this coverage, including benefits for loss of income, are payable to the person who is disabled or, if the disabled person is an unemancipated minor, to the parent or guardian who has custody of such minor, within thirty days after satisfactory proof thereof is received by the Company. Subject to proof of claim:

(a) accrued medical expenses and benefits for loss of income are payable every two weeks;

(b) any benefits for a period of less than two weeks for which the Company is liable are payable at termination of the disability period.

6. **Action Against Company.** No action shall lie against the Company unless as a condition precedent thereto there shall have been full compliance with all the terms of the policy and of this endorsement and until thirty days after the required notice of accident and proof of loss have been filed with the Company.

7. **Policy Period, Territory.** This insurance applies only to accidents which occur during the policy period of the policy to which the endorsement is attached, in the United States of America, its territories and possessions, or Canada, or while the motor vehicle is being transported between ports thereof.

TX-03-6' AMENDATORY ENDORSEMEI' —NOTICE
ENDORSEMENT #17

This endorsement forms a part of Policy No. RM GLA 1579128 issued to THE O'BRIEN CORPORATION

by the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. at its Agency
(Name of Insurance Company)

located (city and state) SAN FRANCISCO, CA. and is effective from 9-01-86
(12:01 A.M. Standard Time)

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

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE
GARAGE INSURANCE

As respects **bodily injury** liability and **property damage** liability, unless the company is prejudiced by the **insured's** failure to comply with the requirement, any provision of this policy requiring the **insured** to give notice of action, **occurrence** or **loss**, or requiring the **insured** to forward demands, notices, summons or other legal process, shall not bar liability under this policy.

By .....
(Duly Authorized Representative)

FORM TX-03-69.—AMENDATORY ENDORSEMENT—NOTICE
Texas Standard Automobile Endorsement
Prescribed October 1, 1974

TX-03-18A. NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form) ENDORSEMENT #18

This endorsement forms a part of Policy No. RM GLA 1579128 issued to THE O'BRIEN CORPORATION

by the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. (Name of Insurance Company) at its Agency

located (city and state) SAN FRANCISCO, CA. and is effective from 9-01-86 (12:01 A.M. Standard Time)

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

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

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

ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

It is agreed that:

I. *The policy does not apply:*

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

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

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

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

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

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

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

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

II. As used in this endorsement:

NU00064

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

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

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

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

"waste" means any waste material (1) containing **byproduct material** other than the tailings or **wastes** produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and (2) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility;**

"nuclear facility" means

(a) any **nuclear reactor,**

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

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

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

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

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

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

ENDORSEMENT #19

This endorsement forms a part of Policy No RM GLA 1579128 issued to THE O'BRIEN CORPORATION

by the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. at its Agency
(Name of Insurance Company)

located (city and state) SAN FRANCISCO, CA. and is effective from 9-01-86
(12:01 A.M. Standard Time)

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

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE
GARAGE INSURANCE

In the event of cancelation or material change which reduces or restricts the insurance afforded by the policy, the company agrees to mail 60 days prior written notice of such cancelation or material change to THE O'BRIEN
(Enter name and address)
CORPORATION, 450 EAST GRAND AVENUE, SOUTH SAN FRANCISCO, CA.

By .....
(Duly Authorized Representative)

FORM TX-03-59.—CANCELATION PROVISION OR COVERAGE CHANGE ENDORSEMENT
Texas Standard Automobile Endorsement
Prescribed October 1, 1974

AUTOMOBILE LIABILITY INSUR : ENDORSEMENT #20

This endorsement forms a part of Policy No. RM GLA 1579128 issued to THE O'BRIEN CORPORATION

by the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. at its Agency
(Name of Insurance Company)

located (city and state) SAN FRANCISCO, CA. and is effective from 9-01-86
(12:01 A.M. Standard Time)

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

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

It is agreed that the premium pertaining to Texas for Automobile Liability, Medical Payments insurance and Personal Injury Protection coverage is subject to discount in accordance with the following procedure:

1. **Texas Automobile Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 4 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas Automobile Liability Standard Premium.

2. **Total Standard Premium for All States.** The Automobile Liability, Medical Payments and Personal Injury Protection coverage Premium computed in accordance with the provisions of the policies designated in paragraph 4 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.

3. **Premium Discount—Texas**

   (a) **For policy periods of one year or less**—The Texas Automobile Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the "Table of Texas Premium Discount Percentages Automobile Liability)" set out on the reverse side hereof.

   (b) **For policy periods of more than one year**—The Texas Automobile Liability Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said "Table of Texas Premium Discount Percentages (Automobile Liability)" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.

   (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas Automobile Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas Automobile Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas Automobile Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4.

Policy Numbers	Estimated Standard Premium
	Total

Applicable premium discount percentages based on total estimated advance standard premium:

Public (excluding School Buses), Long Distance and Zone Rated Automobiles ..... %

Garage Liability ..... %

All other, including School Buses ..... %

(SEE REVERSE SIDE FOR FURTHER PROVISIONS)

By .....
(Duly Authorized Representative)

FORM 25C.—PREMIUM DISCOUNT ENDORSEMENT—TEXAS
Texas Standard Automobile Endorsement
Revised July 1, 1982

NU00066

TEXAS PREMIUM DISCOUNTS

TABLE OF AUTOMOBILE LIABILITY DISCOUNT RATIOS

PUBLIC (EXCL SCHOOL BUSES), LONG DISTANCE AND ZONE RATED AUTOMOBILES						GARAGES						ALL OTHER (INCLUDING SCHOOL BUSES)					
Standard Premium	Discount Ratio	Standard Premium	Discount Ratio	Standard Premium	Discount Ratio	Standard Premium	Discount Ratio	Standard Premium	Discount Ratio	Standard Premium	Discount Ratio	Standard Premium	Discount Ratio	Standard Premium	Discount Ratio	Standard Premium	Discount Ratio
$1000	.000	$8702	.037	$37946	.074	$1000	.000	$6154	.055	$40181	.110	$1000	.000	$6667	.053	$43120	.106
1053	.001	8934	.038	39015	.075	1010	.001	6293	.056	40918	.111	1011	.001	6850	.054	43926	.107
1177	.002	9179	.039	40145	.076	1029	.002	6437	.057	41683	.112	1031	.002	7043	.055	44762	.108
1334	.003	9437	.040	41344	.077	1048	.003	6589	.058	42477	.113	1053	.003	7247	.056	45632	.109
1539	.004	9711	.041	42616	.078	1068	.004	6747	.059	43301	.114	1076	.004	7463	.057	46535	.110
1819	.005	10000	.042	43969	.079	1090	.005	6914	.060	44159	.115	1099	.005	7693	.058	47475	.111
2223	.006	10308	.043	45410	.080	1112	.006	7089	.061	45051	.116	1124	.006	7937	.059	48454	.112
2858	.007	10635	.044	46950	.081	1135	.007	7273	.062	45980	.117	1150	.007	8197	.060	49474	.113
4000	.008	10984	.045	48597	.082	1158	.008	7467	.063	46948	.118	1177	.008	8475	.061	50538	.114
5038	.009	11356	.046	50364	.083	1183	.009	7672	.064	47957	.119	1205	.009	8772	.062	51649	.115
5115	.010	11755	.047	52265	.084	1209	.010	7888	.065	49011	.120	1235	.010	9091	.063	52809	.116
5194	.011	12182	.048	54314	.085	1236	.011	8116	.066	50113	.121	1266	.011	9434	.064	54023	.117
5276	.012	12642	.049	56531	.086	1265	.012	8359	.067	51265	.122	1299	.012	9804	.065	55295	.118
5360	.013	13138	.050	58937	.087	1295	.013	8616	.068	52471	.123	1334	.013	10205	.066	56627	.119
5448	.014	13674	.051	61556	.088	1326	.014	8889	.069	53735	.124	1370	.014	10639	.067	58025	.120
5538	.015	14256	.052	64419	.089	1359	.015	9181	.070	55062	.125	1409	.015	11112	.068	59494	.121
5631	.016	14889	.053	67561	.090	1393	.016	9492	.071	56456	.126	1450	.016	11628	.069	61039	.122
5727	.017	15582	.054	71026	.091	1429	.017	9825	.072	57923	.127	1493	.017	12196	.070	62667	.123
5827	.018	16342	.055	74865	.092	1467	.018	10182	.073	59467	.128	1539	.018	12821	.071	64384	.124
5930	.019	17180	.056	79143	.093	1507	.019	10567	.074	61096	.129	1588	.019	13514	.072	66198	.125
6037	.020	18109	.057	83940	.094	1550	.020	10981	.075	62817	.130	1640	.020	14286	.073	68116	.126
6147	.021	19143	.058	89355	.095	1595	.021	11429	.076	64638	.131	1695	.021	15152	.074	70150	.127
6262	.022	20304	.059	95518	.096	1642	.022	11915	.077	66568	.132	1755	.022	16130	.075	72308	.128
6381	.023	21613	.060	102593	.097	1693	.023	12445	.078	68616	.133	1819	.023	17242	.076	74604	.129
6505	.024	23104	.061	110800	.098	1747	.024	13024	.079	70794	.134	1887	.024	18519	.077	77050	.130
6634	.025	24815	.062	120435	.099	1804	.025	13659	.080	73115	.135	1961	.025	20000	.078	79662	.131
6768	.026	26800	.063	131905	.100	1865	.026	14359	.081	75594	.136	2041	.026	21740	.079	82457	.132
6908	.027	29131	.064	145790	.101	1930	.027	15136	.082	78246	.137	2128	.027	23810	.080	85455	.133
7053	.028	30440	.065	162942	.102	2000	.028	16000	.083	81091	.138	2223	.028	26316	.081	88680	.134
7205	.029	31124	.066	184667	.103	2076	.029	16970	.084	84151	.139	2326	.029	29412	.082	92157	.135
7363	.030	31840	.067	213077	.104	2157	.030	18065	.085	87451	.140	2440	.030	30323	.083	95919	.136
7529	.031	32589	.068	251819	.105	2245	.031	19311	.086	91021	.141	2565	.031	30719	.084	100000	.137
7702	.032	33374	.069	307778	.106	2341	.032	20741	.087	94894	.142	2703	.032	31126	.085	104445	.138
7883	.033	34198	.070	395715	.107	2445	.033	22400	.088	99112	.143	2858	.033	31544	.086	109303	.139
8073	.034	35064	.071	554000	.108	2559	.034	24348	.089	103721	.144	3031	.034	31973	.087	114635	.140
8272	.035	35975	.072	923334	.109	2683	.035	26667	.090	108781	.145	3226	.035	32414	.088	120513	.141
8482	.036	36934	.073	2770000	.110	2821	.036	29474	.091	114359	.146	3449	.036	32868	.089	127028	.142
						2973	.037	30341	.092	120541	.147	3704	.037	33334	.090	134286	.143
						3143	.038	30759	.093	127429	.148	4000	.038	33813	.091	142425	.144
						3334	.039	31189	.094	135152	.149	4348	.039	34307	.092	151613	.145
						3549	.040	31632	.095	143871	.150	4762	.040	34815	.093	162069	.146
						3794	.041	32087	.096	153794	.151	5051	.041	35339	.094	174075	.147
						4075	.042	32555	.097	165186	.152	5155	.042	35878	.095	188000	.148
						4400	.043	33038	.098	178400	.153	5264	.043	36435	.096	204348	.149
						4783	.044	33534	.099	193914	.154	5377	.044	37008	.097	223810	.150
						5046	.045	34046	.100	212381	.155	5495	.045	37600	.098	247369	.151
						5138	.046	34574	.101	234737	.156	5618	.046	38212	.099	276471	.152
						5234	.047	35119	.102	262353	.157	5748	.047	38843	.100	313334	.153
						5334	.048	35680	.103	297334	.158	5883	.048	39496	.101	361539	.154
						5437	.049	36261	.104	343077	.159	6025	.049	40171	.102	427273	.155
						5545	.050	36860	.105	405455	.160	6173	.050	40870	.103	522223	.156
						5657	.051	37479	.106	495556	.161	6330	.051	41593	.104	671429	.157
						5774	.052	38120	.107	637143	.162	6494	.052	42343	.105	940000	.158
						5895	.053	38783	.108	892000	.163					1566667	.159
						6022	.054	39470	.109	1486667	.164					4700000	.160
										4460000	.165						

ENDORSEMENT #21

This endorsement, effective 12:01 A. M. SEPTEMBER 1, 1986 forms a part of

policy No. RM GLA 157 91 28 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

NON-CUMULATIVE LIMITS ENDORSEMENT

(MULTIPLE POLICIES AFFORDING IDENTICAL COVERAGES FOR IDENTICAL NAMED INSUREDS OR DIFFERENT NAMED INSUREDS SIMILARLY FINANCIALLY CONTROLLED).

THE NAMED INSURED ACKNOWLEDGES THAT IT IS FINANCIALLY COMBINABLE WITH THE BELOW ENTITIES, IF ANY, WHICH ARE INSURED BY THE COMPANY UNDER SEPARATE POLICIES ALSO NOTED BELOW.

RM BA 154 9180 BUT ONLY AS RESPECTS AUTOMOBILE LIABILITY COVERAGE

IT IS AGREED AS FOLLOWS:

1. IT IS THE INTENTION OF THE NAMED INSURED AND OF THE COMPANY THAT IN THE EVENT OF A CLAIM BEING MADE WHICH INVOLVES BOTH THE INSURANCE AFFORDED BY THIS POLICY AND OF OTHERS OF THE ABOVE LISTED, THE COMPANY'S LIMIT OF LIABILITY IS NOT THE SUM OF THE LIMITS OF LIABILITY OF THOSE RELATED POLICIES.

2. THE TOTAL LIMIT OF LIABILITY OF THE COMPANY UNDER THE RELATED POLICIES, WHICH SHALL BE APPLICABLE TO SUCH A CLAIM, SHALL BE THE HIGHEST LIMIT OF LIABILITY APPLICABLE UNDER ONE POLICY OR ANOTHER OF THE RELATED. IN NO EVENT, WITH RESPECT TO SUCH A CLAIM, SHALL THE LIMITS OF LIABILITY OF BOTH POLICIES BE CUMULATIVE.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #22

This endorsement, effective 12:01 A. M. SEPTEMBER 1, 1986 forms a part of

policy No RM GLA 157 91 28 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

SCHEDULE OF FORMS AND ENDORSEMENTS AT ISSUANCE

ENDT. NUMBER	FORM NUMBER	DESCRIPTION
-	L6395	COVERAGE PART - COMPREHENSIVE GENERAL LIABILITY INSURANCE
1	- - -	NAMED INSURED ENDORSEMENT
2	- - -	SINGLE LIMIT ENDORSEMENT
3	- - -	COMPOSITE RATE ENDORSEMENT
4	L6111	BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT
5	- - -	AMENDMENT OF PERSONAL INJURY DEFINITION
6	- - -	EXCLUSION OF LIABILITY FROM CERTAIN PRODUCTS ENDORSEMENT
7	- - -	EMPLOYEE BENEFITS LIABILITY INSURANCE
8	L9113	ADDITIONAL INSURED - VENDORS BROAD FORM
9	- - -	ADDITIONAL INSURED
10	- - -	NOTICE OF OCCURRENCE
11	- - -	NOTICE OF CANCELLATION
12	- - -	HAZARDOUS SUBSTANCE REMEDIAL ACTION EXCLUSION
13	- - -	POLLUTION EXCLUSION
14	- - -	TEXAS AUTO COVERAGE ENDORSEMENT
-	A128	COVERAGE - COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
15	TX 03-24	SINGLE LIMIT OF LIABILITY

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #22

This endorsement, effective 12:01 A. M. SEPTEMBER 1, 1986 forms a part of policy No. RM GLA 157 91 28 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ENDT. NUMBER	FORM NUMBER	DESCRIPTION
16	241 B	PERSONAL INJURY PROTECTION ENDORSEMENT
17	TX 03-69	AMENDATORY ENDORSEMENT - NOTICE
18	TX 03-18	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
19	TX 03-59	CANCELATION PROVISION OR COVERAGE CHANGE ENDORSEMENT
20	25 C	PREMIUM DISCOUNT ENDORSEMENT - TEXAS
21	- - -	NON-CUMULATIVE LIMITS ENDORSEMENT
22	- - -	SCHEDULE OF FORMS AND ENDORSEMENTS AT ISSUANCE

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #23

This endorsement, effective 12:01 A. M. September 1, 1986 forms a part of policy No. RMGLA 157 9128 issued to The O'Brien Corporation

by National Union Fire Insurance Company of Pittsburgh, Pa.

ADDITIONAL INSURED ENDORSEMENT

CITY OF TACOMA

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CITY OF TACOMA OF THE STATE OF WASHINGTON IS INCLUDED AS AN ADDITIONAL INSURED BUT SOLELY AS RESPECTS THE LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

IT IS FURTHER AGREED THAT IF THIS POLICY IS CANCELLED BEFORE ITS EXPIRATION DATE, THE COMPANY WILL ENDEAVOR TO MAIL TEN (10) DAYS NOTICE OF CANCELLATION TO:

CITY OF TACOMA
2602 SOUTH TACOMA AVENUE
TACOMA, WASHINGTON 98409.

5/21/86

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #24

This endorsement, effective 12:01 A.M., September 1, 1986

forms a part of Policy Number GLA 157 9128

Issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

AMENDMENT
HIRED AUTOMOBILES AND NON-OWNED AUTOMOBILES

It is agreed that the following premiums for Hired and Non-Owned Automobiles are charged as follows:

Hired Automobiles

Bodily Injury	9	X	3.59	X	.74			=24
Property Damage	3	X	1.55	X	.91	X	.74	= 3

Non-Owned Automobiles

Bodily Injury	19	X	3.59	X	.74			=50
Property Damage	12	X	1.55	X	.91	X	.74	=13

Total Annual Premium For Hired and Non-Owned Automobiles $90.00

Authorized Signature

(10/6/87)

NU00072

No. GLA 157 9128

NEW
RENEWAL OF NUMBER

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

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

Insured's Name and Mailing Address

THE O'BRIEN CORPORATION
450 EAST GRAND AVENUE
SOUTH SAN FRANCISCO, CALIFORNIA

POLICY PERIOD: FROM 9/1/86 TO 9/1/87 AT 12:01 A.M. STANDARD TIME

BROKER:

CRUMP RISK MANAGEMENT SERVICES, INC.
151 UNION STREET, SUITE 600
SAN FRANCISCO, CA 94111

The named insured is:
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other: _____

Business of the named insured is: (ENTER BELOW)

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the Coverage Part(s) indicated below by specific premium charge(s) and attached to and forming a part of this policy.

Advance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premiums	Coverage Part No(s).	Coverage Part(s)
$		Automobile Medical Payments Insurance	$		Hospital Professional Liability Insurance
$		Automobile Physical Damage Insurance (Dealers)	$		Manufacturers' and Contractors' Liability Insurance
$		Automobile Physical Damage Insurance (Fleet Automatic)	$		Owner's and Contractor's Protective Liability Insurance
$		Automobile Physical Damage Insurance (Non-Fleet)	$		Owners', Landlords' and Tenants' Liability Insurance
$		Basic Automobile Liability Insurance	$		Personal Injury Liability Insurance
$		Completed Operations and Products Liability Insurance	$		Physicians', Surgeons' and Dentists' Professional Liability Insurance
$ 15,314	A 128	Comprehensive Automobile Liability Insurance	$		Premises Medical Payments Insurance
$		Comprehensive General Liability Insurance	$		Special Protective and Highway Liability Insurance New York Department of Transportation
$		Comprehensive Personal Insurance			
$		Contractual Liability Insurance	$		Storekeeper's Insurance
$		Druggists' Liability Insurance	$ INCLUDED	A 116d	Uninsured Motorists Insurance
$		Elevator Collision Insurance	$		PERSONAL INJURY
$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance	INCLUDED	241b	PROTECTION
$		Farmer's Comprehensive Personal Insurance	$		
$		Farmer's Medical Payments Insurance	$		
$		Garage Insurance			
$		SEE ENDORSEMENT #12			Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue
$ 15,314		Total Advance Premium for this policy.			

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date	1st Anniversary	2nd Anniversary
$	$	$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named Insured, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned: JUNE 2, 1987 PR/lt

NU00073

*Not applicable in Texas

By _____ Authorized Representative

26288 (10/85) 49 TOC 000187

Ptd. in U.S.A.

OKP6300-X-F (1-1-73)

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"policy territory" means:

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

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

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

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

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

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

SUPPLEMENTARY PAYMENTS

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

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

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

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

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

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

CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Maureen Tully
Secretary

President

AMERICAN HOME ASSURANCE COMPANY

Maureen Tully
Secretary

President

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Maureen Tully
Secretary

President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

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

It is agreed that:

I. This policy does not apply:

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

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

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

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

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

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

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

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

II. As used in this endorsement:

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

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

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

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

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

"nuclear facility" means

(a) any **nuclear reactor**,

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

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

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

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

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

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

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

CP 00 10 (Ed. 10-75)

COVERAGE PART — COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE — A 128 (Ed. 10-75)

For attachment to Policy No. GLA 157 9128, to complete said policy.

SCHEDULE

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

Coverages	Limits of Liability		Advance Premiums
C—Bodily Injury Liability	SEE thousand dollars each person	thousand dollars each occurrence	$ INCLUDED
D—Property Damage Liability	ENDT thousand dollars each occurrence		$ INCLUDED
Form numbers of endorsements attached at issue			$
		Total Advance Premium	$ INCLUDED

Description of Hazards						Advance Premiums	
1. Owned Automobiles — Premium Basis — Per Automobile						BI	PD
Town or City and State In Which the Automobile Will Be Principally Garaged	Year of Model	Trade Name	Body Type and Model; Truck Size; or Bus Seating Capacity	Identification Number Serial Number Motor Number	Purposes of Use		
FOR AUTOS GARAGED IN THE STATE OF TEXAS ONLY						INCLUDED	INCLUDED
2. Hired Automobiles — Premium Basis — Cost of Hire							
Estimated Total Cost of Hire For Each State Where the Named Insured Is Located. State			Estimated Total Cost Of Hire		Rates Per $100 Cost of Hire: BI / PD		
IF ANY						INCLUDED	INCLUDED
3. Non-Owned Automobiles—Premium Basis—Total Number of Employees At All Locations							
Total Number of Employees At All Locations							
IF ANY						INCLUDED	INCLUDED
					Total Advance B.I. and P.D. Premiums	$	$

When used as a premium basis:

"cost of hire" is the total amount incurred for the hire of automobiles not including charges for services performed by motor carriers of property or passengers which are subject to the compulsory insurance requirements of any motor carrier law or regulation.

COVERAGE C—BODILY INJURY LIABILITY

COVERAGE D—PROPERTY DAMAGE LIABILITY

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

C. bodily injury or

D. property damage

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

Exclusions

This insurance does not apply:

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

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

(c) 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 any such injury arising out of and in the course of domestic employment by the insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(d) to property damage to

(1) property owned or being transported by the insured, or

(2) property rented to or in the care, custody or control of the insured, or to which the insured is for any purpose exercising physical control, other than property damage to a residence or private garage by a private passenger automobile covered by this insurance;

(e) 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 expenses for first aid under the Supplementary Payments provision;

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

II. PERSONS INSURED

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

(a) the named insured;

(b) any partner or executive officer thereof, but with respect to a non-owned automobile only while such automobile is being used in the business of the named insured;

(c) any other person while using an owned automobile or a hired automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be an insured only if he is:

(1) a lessee or borrower of the automobile, or

(2) an employee of the named insured or of such lessee or borrower;

(d) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (a), (b) or (c) above.

None of the following is an insured:

(i) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;

(ii) the owner or lessee (of whom the named insured is a sub-lessee) of a hired automobile or the owner of a non-owned automobile, or any agent or employee of any such owner or lessee;

(iii) an executive officer with respect to an automobile owned by him or by a member of his household;

(iv) any person or organization, other than the named insured, with respect to:

(1) a motor vehicle while used with any trailer owned or hired by such person or organization and not covered by like insurance in the company (except a trailer designed for use with a private passenger automobile and not being used for business purposes with another type motor vehicle), or

(2) a trailer while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the company;

(v) any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the named insured.

This insurance does not apply to bodily injury or property damage arising out of (1) a non-owned automobile used in the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured, or (2) if the named insured is a partnership, an automobile owned by or registered in the name of a partner thereof.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles to which this policy applies, the company's liability is limited as follows:

Coverage C—The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

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

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

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the territory described in paragraph (1) or (2) of the definition of policy territory.

V. ADDITIONAL DEFINITIONS

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

"automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"hired automobile" means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured, provided such automobile is not owned by or registered in the name of (a) a partner or executive officer of the named insured or (b) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

"non-owned automobile" means an automobile which is neither an owned automobile nor a hired automobile;

"owned automobile" means an automobile owned by the named insured;

"private passenger automobile" means a four wheel private passenger or station wagon type automobile;

"trailer" includes semi-trailer but does not include mobile equipment.

VI. ADDITIONAL CONDITIONS

A. Excess Insurance—Hired and Non-Owned Automobiles

With respect to a hired automobile, or a non-owned automobile, this insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

B. Out of State Insurance

If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the company's liability and kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

AUTHENTIC

COVERAGE PART

UNINSURED/UNDERINSURED MOTORISTS COVERAGE

(Bodily Injury—Property Damage)

A 116d
(Ed. 1-80)

For attachment to Policy No. GLA 157 9128, to complete said policy.

SCHEDULE

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

Coverage		Limits of Liability		Advance Premium
U—Uninsured/Underinsured Motorists Coverage	Bodily Injury	SEE ENDT thousand dollars each person	thousand dollars each occurrence	$ INCLUDED
	Property Damage	thousand dollars each occurrence		$ INCLUDED
Form numbers of endorsements attached at issue				$
SEE FORM TX-02-03			Total Advance Premium	$ INCLUDED
Designated Insured				

Description of Insured Motor Vehicles (Check appropriate box)

- [X] Any automobile owned by the named insured
- [ ] Any private passenger automobile owned by the named insured
- [ ] Any automobile to which are attached dealer's license plates issued to the named insured
- [ ] Any automobile designated in the declarations of the policy by the letters "UM/UIM" and an automobile ownership of which is acquired during the policy period by the named insured as a replacement therefor
- [ ] _____

I. COVERAGE U—UNINSURED/UNDERINSURED MOTORISTS

(Damages for Bodily Injury and Property Damage caused by Uninsured or Underinsured Motor Vehicles)

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured or underinsured motor vehicle because of bodily injury or property damage, caused by an occurrence and arising out of the ownership, maintenance or use of such uninsured or underinsured motor vehicle; provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, may be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration in accordance with the arbitration provision of this policy, or by judicial determination.

No judgment against any person or organization alleged to be legally responsible for the bodily injury or property damage shall be conclusive, as between the insured and the company, of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company.

The company shall not be obligated to make any payment because of bodily injury or property damage to which this insurance applies and which arises out of the ownership, maintenance or use of an underinsured motor vehicle until after the limits of liability under all bodily injury or property damage liability, bonds or insurance policies respectively applicable at the time of the occurrence to damages because of bodily injury or because of property damage have been exhausted by payment of judgments or settlements. Any payment shall be made as provided in (c) (2) of "Limits of Liability" under the terms of the condition "Trust Agreement."

Exclusions

This insurance does not apply:

(a) to bodily injury or property damage with respect to which the insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;
(b) so as to inure directly or indirectly to the benefit of any workers' compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workers' compensation or disability benefits law or any similar law;
(c) so as to inure directly or indirectly to the benefit of any insurer of property;
(d) to bodily injury or property damage, or both, resulting from the intentional acts of the insured;
(e) to bodily injury to an insured while occupying a motor vehicle (other than an insured motor vehicle) owned by the named insured or relative, or through being struck by such a motor vehicle.

II. PERSONS INSURED

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

(a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;
(b) any other person while occupying an insured motor vehicle; and
(c) any person, with respect to damages he is entitled to recover because of bodily injury or property damage to which this insurance applies sustained by an insured under (a) or (b) above.

The insurance applies separately with respect to each insured, except with respect to the limits of the company's liability.

III. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are insureds under this insurance, (2) policies or bonds applicable, (3) claims made or suits brought on account of bodily injury or property damage, or (4) motor vehicles to which this insurance applies:

(a) The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each occurrence" is the total limit of the company's liability for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence. In order to avoid insurance benefit payments in excess of actual damages sustained, subject only to the limits set out in the schedule and other applicable provisions of this coverage, the company shall pay all covered damages not paid or payable under any workers' compensation law, disability benefits law, any similar law, automobile medical payments, automobile medical expense coverage or personal injury protection coverage.
(b) The limit of property damage liability stated in the schedule is the total limit of the company's liability for all damages because of property damage to all property of one or more insureds as the result of any one occurrence.
(c) Any amount payable under the terms of this insurance because of bodily injury or property damage sustained in an occurrence by a person who is an insured shall be reduced by
  (1) all sums paid on account of such bodily injury or property damage by or on behalf of
    (i) the owner or operator of the uninsured motor vehicle, and
    (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury or property damage,
  including all sums paid under the bodily injury or property damage liability coverage of the policy, and
  (2) the amount recovered or recoverable from the insurer of an underinsured motor vehicle.
(d) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person insured under the bodily injury or property damage liability coverage of the policy.
(e) Any amount payable under the terms of this insurance because of property damage shall be subject to a deductible amount of $250 except as may be determined by the provisions of (f) hereof.
(f) If the insured has both collision coverage and uninsured or underinsured property damage liability coverage, the insured may elect to recover under either coverage. In the event neither coverage is sufficient alone to cover all damage resulting from a single occurrence, the insured may recover under both coverages, provided:
  (1) when recovering under both coverages, the insured shall designate one coverage as the primary coverage, and the damages payable shall be subject to the stated deductible;
  (2) the primary coverage must be exhausted before any recovery is made under the secondary coverage;
  (3) if both coverages are utilized in the payment of damages from a single occurrence, (i) the insured shall not be subject to the deductible applicable to the secondary coverage when the amount of the deductible otherwise applicable to the secondary coverage is the same as or less than the amount of the deductible applicable to the primary coverage, but (ii) if the amount of the deductible otherwise applicable to the secondary coverage is greater than the amount of the deductible applicable to the primary coverage, payment to the insured under the secondary coverage shall be reduced only by the amount of the difference between the two deductibles;
  (4) in no event shall the insured recover under both coverages more than the actual damages suffered.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to occurrences during the policy period and within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL DEFINITIONS

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

"bodily injury" means bodily injury, sickness or disease, including death, sustained by an insured under (a) or (b) of the Persons Insured provision;

"designated insured" means an individual named in the schedule under Designated Insured;

"motor vehicle" means a land motor vehicle or trailer other than
(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,
(b) a vehicle operated on rails or crawler treads, or
(c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means a motor vehicle which causes an occurrence resulting in bodily injury or property damage arising out of actual physical contact of such vehicle with the person or property of the insured or with a vehicle which the insured is occupying at the time of the occurrence, provided:
(a) there cannot be ascertained the identity of either the operator or owner of such motor vehicle;
(b) the insured or someone on his behalf shall have reported the occurrence within 24 hours after the injury or damage is discovered or should reasonably have been discovered to a police, peace or judicial officer or to the Texas Department of Public Safety, and shall have filed with the company within 91 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
(c) at the company's request, prior to repair, the insured or his legal representative makes available for inspection the property damaged as a result of the occurrence.

"insured motor vehicle" means an automobile:
(a) described in the schedule as an insured automobile to which the bodily injury and property damage liability coverage of the policy applies;
(b) while temporarily used as a substitute for an insured automobile as described in subparagraph (a) above when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
(c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household;

but the term "insured motor vehicle" shall not include:
(i) an automobile while used as a public or livery eyance, unless such use is specifically declared and described in t cy;
(ii) an automobile while being used without the permi...on of the owner;
(iii) under subparagraphs (b) and (c) above, an automobile owned by the named insured, any designated insured or any resident of the same household as the named or designated insured on which the named insured has rejected Uninsured/Underinsured Motorists Coverage; or
(iv) under subparagraphs (b) and (c) above, an automobile furnished for the regular use of the named insured or any resident of the same household;

"occupying" means in or upon or entering into or alighting from;

"property damage" means injury to or destruction, including loss of use thereof, of (i) an insured motor vehicle owned by the named insured or his spouse, if a resident of the same household, (ii) any property owned by an insured under (a) or (b) of the Persons Insured provision while contained in such insured motor vehicle and (iii) any property owned by an insured under (a) of the Persons Insured provision while contained in any insured motor vehicle;

"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"uninsured motor vehicle" means:
(a) a motor vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured motor vehicle is principally garaged, no bodily injury and property damage liability bond or insurance policy applicable at the time of the occurrence with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury and property damage liability bond or insurance policy applicable at the time of the occurrence but the company writing the same denies coverage thereunder or is or becomes insolvent; or
(b) a hit-and-run vehicle;
but the term "uninsured motor vehicle" shall not include:
(i) an insured motor vehicle or any motor vehicle furnished for the regular use of the named insured or a relative,
(ii) a motor vehicle or trailer owned or operated by a self-insurer within the meaning of any motor vehicle financial responsiblity law, motor carrier law or any similar law,
(iii) a land motor vehicle or trailer if operated on rails or crawler treads or while located for use as a residence or premises and not as a vehicle,
(iv) a motor vehicle or trailer owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing unless the operator of such vehicle is uninsured and there does not exist a valid Federal or State statute imposing liability on a governmental entity for damages suffered as a consequence of the acts of such uninsured operator, or
(v) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

If a dispute exists as to whether a motor vehicle is uninsured, the burden of proof, as to that issue, shall be upon the company.

"underinsured motor vehicle" means a motor vehicle with respect to the ownership, maintenance or use of which, as respects damages because of bodily injury or property damage or both, the sum of the limits of liability under all bodily injury and property damage liability bonds and insurance policies and limits of liability imposed on a governmental entity by any valid Federal or State statute respectively applicable to bodily injury or property damage at the time of the occurrence is less than, or has been reduced by payment of claims arising from the same occurrence to an amount less than, the applicable limits of liability under this insurance

VI. ADDITIONAL CONDITIONS

A. Premium

If during the policy period the number of insured motor vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

B. Proof of Claim

If a dispute exists as to whether a motor vehicle is uninsured, the burden of proof, as to that issue, shall be upon the company.

As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim. The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

The insured or other person making claim for damage to property shall file proof of loss with the company within 91 days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement setting forth the interest of the insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, and the description and amounts of all other insurance covering such property.

At the company's request, prior to repair, the insured or his legal representative shall make available inspection the property damaged as a result of any occurrence for w aim is made under this insurance.

C. Assistance and Cooperation of the Insured

After notice of claim under this insurance, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury or property damage; and in any action against the company, the company may require the insured to join such person or organization as a party defendant.

D. Notice of Legal Action

If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury or property damage against any person or organization legally responsible for the use of a motor vehicle involved in the occurrence, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

E. Other Insurance

With respect to bodily injury to an insured while occupying a motor vehicle not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the insured has other similar bodily injury insurance available to him and applicable to the occurrence, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

With respect to property damage, the insurance hereunder shall apply only as excess insurance over any other valid and collectible insurance of any kind applicable to such property damage, and this insurance shall apply only in the amount by which the limit of liability for this coverage exceeds the amount recoverable under such other insurance.

F. Arbitration

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured or underinsured motor vehicle because of bodily injury or property damage, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree may, by agreement, be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

G. Trust Agreement

In the event of payment to any person under the uninsured motorists insurance:
(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury or property damage for cause of which such payment is made;
(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;
(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;
(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

In the event of payment to any person under the underinsured motorists insurance, the preceding conditions apply except:
(a) the company shall have no claim to the amount recovered or recoverable from an insurer of an underinsured motor vehicle; and,
(b) a release only of an insurer of an underinsured motor vehicle does not violate these conditions.

H. Payment of Loss by the Company

Any amount due hereunder is payable:
(a) to the insured, or
(b) if the insured be a minor to his parent or guardian, or
(c) if the insured be deceased to his surviving spouse, otherwise
(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;
provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

I. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of the policy applicable to this coverage.

J. Modifying Endorsements

The insurance afforded hereunder shall be subject to any modifications made by any endorsement attached to the policy (whether at the time of issue or subsequent to issue) which specifically refers to "Uninsured/Underinsured Motorists Coverage."

T. 3-24. SINGLE LIMIT OF LIA ITY ENDT #1

This endorsement forms a part of Policy No GLA 157 9128 issued to THE O'BRIEN CORPORATION

by the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA at its Agency
(Name of Insurance Company)

located (city and state) SAN FRANCISCO, CALIFORNIA and is effective from 09/01/86
(12:01 A.M. Standard Time)

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

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein

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

AUTOMOBILE LIABILITY INSURANCE
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE
GARAGE INSURANCE

SCHEDULE

Coverages	Limits of Liability
Bodily Injury Liability and Property Damage Liability	$ 1,000 ,000 each **occurrence**

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to **Bodily Injury** Liability and **Property Damage** Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) **automobiles** to which this policy applies, the company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

The limit of liability stated in the schedule of this endorsement as applicable to "each **occurrence**" is the total limit of the company's liability for all damages because of **bodily injury**, including damages for care and loss of services, or **property damage** as a result of any one **occurrence**, provided that with respect to any one **occurrence** for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for **bodily injury** liability and for **property damage** liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

By
(Duly Authorized Representative)

FORM TX-03-24.—SINGLE LIMIT OF LIABILITY
Texas Standard Automobile Endorsement
Revised April 1, 1975

ENDT #2

TX-02-03. UNINSURED/UNDERINSURED MOTORISTS COVERAGE SINGLE LIMIT

This endorsement forms a part of Policy No. GLA 157 9128 issued to THE O'BRIEN CORPORATION

by the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA at its Agency
(Name of Insurance Company)

located (city and state) SAN FRANCISCO, CALIFORNIA and is effective from 09/01/86
(12:01 A.M. Standard Time)

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

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

BASIC AUTOMOBILE LIABILITY INSURANCE

GARAGE INSURANCE

Schedule

Coverages	Limits of Liability
Bodily Injury and Property Damage	$ 55,000 each occurence

It is agreed that the provisions of the Uninsured/Underinsured Motorists Coverage Part captioned "LIMITS OF LIABILITY" sections (a) and (b) relating to **Bodily Injury** and **Property Damage** is amended to read as follows:

Bodily Injury and **Property Damage:**

(a) The limit of liability stated in the schedule of this endorsement as applicable to "each **occurrence**" is the total limit of the company's liability for all damages because of **bodily injury**, or **property damage** as a result of any one **occurence.**

In order to avoid insurance benefit payments in excess of actual damages sustained, subject only to the limits set out in the schedule and other applicable provisions of this coverage, the company shall pay all covered damages not paid or payable under any workers' compensation law, disability benefits law, any similar law, automobile medical payments, automobile medical expense coverage or personal injury protection coverage.

Sections (c), (d), (e), and (f) are relettered to (b), (c), (d), and (e).

By .....
(Duly Authorized Representative)

FORM TX-02-03.—UNINSURED/UNDERINSURED MOTORISTS COVERAGE
SINGLE LIMIT
Texas Standard Automobile Endorsement
Prescribed May 1, 1986

241b. PER NAL INJURY PROTECTION E: ORSEMENT

(Basic Automobile Liability Insurance, Comprehensive Automobile Liability Insurance, Garage Insurance)

ENDT #3

This endorsement forms a part of Policy No. GLA 157 9128 issued to THE O'BRIEN CORPORATION

by the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA (Name of Insurance Company) at its Agency

located (city and state) SAN FRANCISCO, CALIFORNIA and is effective from 09/01/86 (12:01 A.M. Standard Time)

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

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

SCHEDULE

Coverage	Limits of Liability	Advance Premium
Personal Injury Protection Coverage	$ 2,500 each person	$ INCLUDED SEE ENDT

Description of Insured Motor Vehicles
(Check appropriate block)

- ☒ Any automobile owned by the named insured.
- ☐ Any private passenger automobile owned by the named insured.
- ☐ Any motor vehicle to which are attached dealer's license plates issued to the named insured.
- ☐ Any motor vehicle designated in the Declarations of the policy by the letters P. I. P. and a motor vehicle ownership of which is acquired during the policy period by the named insured as a replacement therefor.
- ☐ .....

In consideration of the premium for this endorsement, the Company agrees with the named insured, subject to all of the provisions of this endorsement and all of the provisions of the policy except as modified herein, as follows:

PERSONAL INJURY PROTECTION

INSURING AGREEMENT

In accordance with the provision of Article 5.06-3 of the Insurance Code of Texas and all Acts amendatory or supplementary thereto, the Company will pay:

(1) the named insured or any member of the insured's household who sustains bodily injury, caused by accident, in a motor vehicle accident, and

(2) any other person who sustains bodily injury, caused by accident,

(a) while occupying the insured motor vehicle, or

(b) while using such vehicle with the permission of the named insured, or the spouse of the insured if a resident of the same household,

for losses incurred by such injured person within three years of the date of such accident for:

(1) all reasonable and necessary medical expenses incurred for services furnished, and

(2) (a) if the person sustaining such bodily injury is an income or wage producer at the time of such accident, benefits for loss of income sustained by such person, while living, as a direct and proximate result of such accident, and

(b) if the person sustaining such bodily injury is not an income or wage producer at the time of such accident, benefits in reimbursement for necessary and reasonable expenses incurred for essential services ordinarily performed by such injured person for the care and maintenance of the family or family household,

during the period of such injured person's disability.

EXCLUSIONS

This insurance does not apply:

(a) to any person who:

(1) intentionally causes the accident resulting in the bodily injury of such person, or

(2) sustains bodily injury while in the commission of a felony or while seeking to elude lawful apprehension or arrest by a law enforcement official;

(b) to the named insured or any member of the insured's household who sustains bodily injury while occupying or through being struck by a motor vehicle owned by such named insured or any member of the insured's household which is not an insured motor vehicle.

(SEE REVERSE SIDE FOR FURTHER PROVISIONS)

By .....
(Duly Authorized Representative)

FORM 241b.—PERSONAL INJURY PROTECTION ENDORSEMENT
Texas Standard Automobile Endorsement
Revised April 1, 1979

LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved or claims made, the total aggregate limit of liability for all benefits of every kind for loss or expense incurred by or on behalf of any one person who sustains bodily injury as the result of any one accident shall not exceed the limit of liability set out in the schedule of this endorsement. If the person receiving payment under this coverage is also making a claim against the insured under bodily injury liability coverage of this policy or against the Company under the bodily injury provisions of the uninsured/underinsured motorists coverage of this policy, such insured and the Company shall be entitled to an offset, credit or deduction against any award made to such guest or passenger in an amount of money equal to the amounts paid by the owner, operator or the Company under "personal injury protection" to such guest or passenger and the bodily injury liability and uninsured/underinsured motorists coverages of this policy are hereby amended accordingly; provided, however, nothing herein shall be construed to authorize a direct action against the Company.

DEFINITIONS

"actual income lost" means the difference between the monthly rate of income being earned on the date of accident and income received during the period of disability, measuring income on the date of accident as follows:

(a) if income is a salary or fixed remuneration, by the monthly rate of income being earned on the date of accident;

(b) otherwise, by the average monthly income actually earned during the twelve month period immediately preceding the date of accident, or if the insured has been engaged in his occupation as of the date of accident for a period of less than twelve months, by the average monthly income actually earned during that period;

"benefits for loss of income" means eighty (80%) per cent of actual income lost because of disability resulting from insured bodily injury which prevents the injured person from performing the substantial duties of his usual occupation;

"bodily injury" means bodily injury, sickness, or disease, including death at any time resulting therefrom;

"income" means wages, salary, tips, commissions, professional fees, and other earnings from work or employment;

"income or wage producer" means a person who at the time of an accident was in an occupational status where such person was earning or producing income;

"insured motor vehicle" means an automobile owned or leased by the named insured which is described in the schedule as an insured motor vehicle to which bodily injury liability coverage of the policy applies;

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

"member of the insured's household" means a relative of the individual named insured who is a resident of the same household;

"motor vehicle" means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power;

"named insured" means the person or organization named in the declarations;

"occupying" means in or upon or entering into or alighting from;

"person" means a natural person and not a corporation, partnership, association or business name.

CONDITIONS

1. **Policy Provisions.** None of the insuring agreements, exclusions or conditions of the policy shall apply to the insurance afforded by this endorsement except the conditions "Notice," "Assistance and Cooperation of the Insured," "Changes," "Assignment," "Cancelation" and "Declarations" and any endorsement which specifically refers to "Personal Injury Protection."

2. **Premium.** If during the policy period the number of insured motor vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the Company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the Company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the Company; if less, the Company shall return to the named insured the unearned portion paid by such insured.

3. **Proof of Claim and Medical Reports.** As soon as practicable, and no later than six months after the date of accident, the person making claim shall give to the Company written proof of claims, including full particulars of the nature and extent of the injuries and treatment received and contemplated and medical expenses incurred, the nature and extent of actual income lost, all such instruments and papers relating to income as the Company may reasonably require to establish benefits for loss of income, and such other information as may assist the Company in determining the amount due and payable. The injured person shall submit to mental or physical examinations by physicians selected by the Company and at the Company's expense when and as often as the Company may reasonably require and such person or, in the event of disability, incapacity or death, the legal representative, shall upon each request by the Company execute authorization to enable the Company to obtain medical reports and copies of records.

Proof of claim shall be made upon forms furnished by the Company unless the Company shall have failed to furnish such forms within fifteen days after receiving notice of claim. The person making claim shall submit to examination under oath by any person named by the Company, and subscribe the same, as often as may reasonably be required.

4. **Other Insurance.** If there is other personal injury protection insurance against a loss covered by the provisions of this endorsement, the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in this endorsement bears to the total applicable limit of liability of all valid and collectible personal injury protection insurance; provided, however, the insurance afforded hereunder shall be excess over any other valid and collectible personal injury protection insurance available to the named insured or any member of the insured's household.

5. **Payment of Loss.** Any payment under this coverage, including benefits for loss of income, are payable to the person who is disabled or, if the disabled person is an unemancipated minor, to the parent or guardian who has custody of such minor, within thirty days after satisfactory proof thereof is received by the Company. Subject to proof of claim:

(a) accrued medical expenses and benefits for loss of income are payable every two weeks;

(b) any benefits for a period of less than two weeks for which the Company is liable are payable at termination of the disability period.

6. **Action Against Company.** No action shall lie against the Company unless as a condition precedent thereto there shall have been full compliance with all the terms of the policy and of this endorsement and until thirty days after the required notice of accident and proof of loss have been filed with the Company.

7. **Policy Period, Territory.** This insurance applies only to accidents which occur during the policy period of the policy to which the endorsement is attached, in the United States of America, its territories and possessions, or Canada; or while the motor vehicle is being transported between ports thereof.

ENDORSEMENT #4

This endorsement, effective 12:01 A. M. September 1, 1986 forms a part of

policy No. GLA 157 9128 issued to THE O'BRIEN CORPORATION

by **National Union Fire Insurance Company of Pittsburgh, Pa.**

SPECIFIC CAR RATING AT $1,000,000 COMBINED SINGLE LIMITS

Territory	Class Code	Base Rate	Increased Limits Factor/Power Units / Experience Mod Factor						
01	PP3	323	X	1.56	X	.74	X	34	=12682
04	PP3	233	X	1.56	X	.74	X	1	= 269
22	PP3	257	X	1.56	X	.74	X	2	= 594
28	PP3	231	X	1.56	X	.74	X	1	= 267
40	PP3	249	X	1.56	X	.74	X	1	= 287
42	PP3	197	X	1.56	X	.74	X	1	= 227
46	PP3	168	X	1.56	X	.74	X	1	= 194

PIP at $2,500					UM at 55,000 CSL			
26	X	.74	X 34	= 646	24	X	34	= 816
24	X	.74	X 1	= 18	24	X	1	= 24
25	X	.74	X 2	= 36	24	X	2	= 48
24	X	.74	X 1	= 18	17	X	1	= 17
25	X	.74	X 1	= 18	17	X	1	= 17
24	X	.74	X 1	= 18	17	X	1	= 17
23	X	.74	X 1	= 17	17	X	1	= 17

TOTAL BI/PD Premium	**14,520.**
TOTAL PIP Premium	**771.**
PREMIUM DISCOUNT (.061)	**-933.**
TOTAL UM Premium	**956.**
TOTAL ANNUAL PREMIUM	**$15,314.**

05/27/1987

AUTHORIZED REPRESENTATIVE

NU00085

TX-03-17. IN RANCE FOR EXCLUDED USE AN AUTOMOBILE

This endorsement forms a part of Policy No. GLA 157 9128 issued to THE O'BRIEN CORPORATION

by the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA at its Agency
(Name of Insurance Company)

located (city and state) SAN FRANCISCO, CALIFORNIA and is effective from 09/01/86
(12:01 A.M. Standard Time)

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

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

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

BASIC AUTOMOBILE LIABILITY INSURANCE
COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE

It is agreed that any endorsement which limits the insurance with respect to the **automobile** designated in the endorsement to use of the **automobile** for the purposes described therein shall not apply if the **named insured** notifies the company within thirty days after the first use of the **automobile** during the policy period for other purposes.

By .....
(Duly Authorized Representative)

FORM TX-03-17.—INSURANCE FOR EXCLUDED USE OF AN AUTOMOBILE
Texas Standard Automobile Endorsement
Prescribed October 1, 1974

ENDT #6

TX-03-18A. NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement forms a part of Policy No. GLA 157 9128 issued to THE O'BRIEN CORPORATION

by the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA (Name of Insurance Company) at its Agency

located (city and state) SAN FRANCISCO, CALIFORNIA and is effective from 09/01/86 (12:01 A.M. Standard Time)

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

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

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

ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

It is agreed that:

I. The policy does not apply:

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

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

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

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

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

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

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

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

II. As used in this endorsement:

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

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

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

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

"waste" means any waste material (1) containing **byproduct material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and (2) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**;

"nuclear facility" means

(a) any **nuclear reactor**,

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

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

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

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

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

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

TX-03-(AMENDATORY ENDORSEME —NOTICE

This endorsement forms a part of Policy No. GLA 157 9128 issued to THE O'BRIEN CORPORATION

by the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA at its Agency
(Name of Insurance Company)

located (city and state) SAN FRANCISCO, CALIFORNIA and is effective from 09/01/86
(12:01 A.M. Standard Time)

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

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE
GARAGE INSURANCE

As respects **bodily injury** liability and **property damage** liability, unless the company is prejudiced by the **insured's** failure to comply with the requirement, any provision of this policy requiring the **insured** to give notice of action, **occurrence** or **loss**, or requiring the **insured** to forward demands, notices, summons or other legal process, shall not bar liability under this policy.

By _____
(Duly Authorized Representative)

FORM TX-03-69.—AMENDATORY ENDORSEMENT—NOTICE
Texas Standard Automobile Endorsement
Prescribed October 1, 1974

ENDT #8

TX-06-64C. COMMERCIAL TRAILERS AND MOBILE EQUIPMENT

This endorsement forms a part of Policy No GLA 157 9128 issued to THE O'BRIEN CORPORATION

by the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA at its Agency
(Name of Insurance Company)

located (city and state) SAN FRANCISCO, CALIFORNIA and is effective from 09/01/86
(12 01 A.M. Standard Time)

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

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE

It is agreed that such **Bodily Injury** Liability and **Property Damage** Liability insurance as is afforded by the policy also applies to

1. **Trailers** or semitrailers not described in the policy with load capacities of 2,000 pounds or less designed primarily for travel on public roads
2. Mobile equipment while being carried or towed by any **automobile** to which automobile liability insurance under this policy applies. However, coverage does not apply for operation of such mobile equipment
3. **Trailers** not described in the policy provided such **trailers** are designed for use with and being pulled by a private passenger automobile, pickup, panel truck or van if not customarily used for business purposes with another type automobile.

49 TOC 000203

By
(Duly Authorized Representative)

NU00089

FORM TX-06-64C.—COMMERCIAL TRAILERS AND MOBILE EQUIPMENT
Texas Standard Automobile Endorsement

ENDT #9

TX-10-97 SUPPLEMENTARY DEATH BENEFIT

This endorsement forms a part of Policy No. GLA 157 9128 issued to THE O'BRIEN CORPORATION

by the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA at its Agency
(Name of Insurance Company)

located (city and state) SAN FRANCISCO, CALIFORNIA and is effective from 09/01/86
(12:01 A.M. Standard Time)

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

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

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

AUTOMOBILE MEDICAL PAYMENTS INSURANCE
PERSONAL INJURY PROTECTION INSURANCE
GARAGE INSURANCE
AUTOMOBILE DEATH INDEMNITY INSURANCE

It is agreed that the policy is to provide Supplementary Death Benefit with respect to benefits paid or payable under Personal Injury Protection Insurance, Medical Payment Insurance and/or Automobile Death Indemnity Insurance as afforded by this policy and subject to the provisions of Personal Injury Protection Insurance, Medical Payment Insurance and/or Automobile Death Indemnity except as limited by this endorsement.

INSURING AGREEMENT AND LIMIT OF LIABILITY

It is agreed the company will pay a supplementary death benefit equal to the limit shown for the coverages but not exceeding ten thousand ($10,000) per person because of death:

1 Caused by an automobile accident; and
2 Sustained by an **insured** while wearing a **seat belt** or protected by an **airbag.**

The company will pay the benefit, if death from an automobile accident occurs within three years of the date of such accident, except under Automobile Death Indemnity, death must occur within one year of the date of such accident.

PROOF OF CLAIM FOR DEATH BENEFIT

The **beneficiary** must furnish us with proof of death of the **insured**, accompanied by a police report or other suitable proof, that the **insured** at the time the automobile accident occurred, was wearing a **seat belt** or protected by an **airbag.**

OTHER INSURANCE

Any amounts payable under the Supplementary Death Benefit shall not be reduced by any other amounts paid or payable under this policy.

DEFINITIONS

"Insured" as used in this endorsement means the same persons who are covered under Automobile Medical Payments Insurance, Personal Injury Protection Insurance, Garage Insurance (Coverage I) and/or Automobile Death Indemnity Insurance.

"Seat Belt" means manual or automatic safety belts or seat and shoulder restraints or a child restraint device.

"Airbag" is a functioning airbag designed to protect the occupant of a seat in an automobile.

"Beneficiary" means (in order of priority of payment):

1 the surviving spouse if a resident in the same household as the deceased at the time of the accident, or
2 if the deceased is an unmarried minor, either of the surviving parents who had legal custody at the time of the accident, or
3 the estate of the deceased.

By _____
(Duly Authorized Representative)

FORM TX-10-97—SUPPLEMENTAL DEATH BENEFIT
Texas Standard Automobile Endorsement
Prescribed July 1, 1985

NU00090

ENDT #10

25D. PREMIUM DISCOUNT ENDORSEMENT — TEXAS

Autombile Liability Insurance

It is agreed that the premium pertaining to Texas for Automobile Liability, Medical Payments insurance and Personal Injury Protection coverage is subject to discount in accordance with the following procedure:

1. **Texas Automobile Liability Standard Premium**. Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 4. hereof, other than this endorsement and exclusive of the application of any retrospective ratng plan, shall be known as the Texas Automobile Liability Standard Premium.
2. **Total Standard Premium for all States**. The Automobile Liability, Medical Payments and Personal Injury Protection coverage Premium computed in accordance with the provisions of the policies designated in paragraph 4 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount — Texas**
   (a) **For policy periods of one year or less** — The Texas Automobile Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the "Table of Texas Premium Discount Percentages Automobile Liability" set out on the reverse side hereof.
   (b) **For policy periods of more than one year** — The Texas Automobile Liability Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said "Table of Texas Premium Discount Percentages (Automobile Liablity)" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.
   (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas Automobile Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas Automobile Liability Standard Premium the applicable percentages stated in the Table opposite the Total Standard Premium, and (2) the discount determined by applying to thot portion of the Texas Automobile Liability Standard Premium which is subject to retrospective roting the applicable percentage stated in said Table opposite so much of hte Total Standard Premium as is subject to retrospective rating.

Policy Numbers	Estimated Standard Premium
GLA 157 9128	16,247.

49 TOC 000205

Total

Applicable premium discount percentages based on total estimated advance premium:

Public (excluding School Buses), Long Distance and Zone Rated Automobiles .061 %

All other, including School Buses and Garages %

NU00091

TEXAS PREMIUM DISCOUNTS

TABLE OF AUTOMOBILE LIABILITY DISCOUNT RATIOS

PUBLIC (EXCL. SCHOOL BUSES), LONG DISTANCE AND ZONE RATED AUTOMOBILES AND						ALL OTHER (INCLUDING) SCHOOL BUSES GARAGES					
Total Standard Premium	Discount Ratio	Total Standard Premium	Discount Ratio	Total Standard Premium	Discount Ratio	Total Standard Premium	Discount Ratio	Total Standard Premium	Discount Ratio	Total Standard Premium	Discount Ratio
$5000	.000	$9471	.037	$39042	.074	$5000	.000	$12000	.053	$46789	.106
5034	.001	10000	.038	40141	.075	5028	.001	12329	.054	47664	.107
5103	.002	10274	.039	41305	.076	5085	.002	12677	.055	48572	.108
5173	.003	10564	.040	42538	.077	5143	.003	13044	.056	49515	.109
5245	.004	10870	.041	43847	.078	5203	.004	13433	.057	50496	.110
5320	.005	11195	.042	45239	.079	5264	.005	13847	.058	51516	.111
5396	.006	11539	.043	46722	.080	5326	.006	14286	.059	52578	.112
5475	.007	11905	.044	48306	.081	5390	.007	14755	.060	53685	.113
5556	.008	12296	.045	50000	.082	5455	.008	15255	.061	54839	.114
5640	.009	12712	.046	51819	.083	5522	.009	15790	.062	56044	.115
5726	.010	13158	.047	53774	.084	5591	.010	16364	.063	57304	.116
5814	.011	13637	.048	55883	.085	5661	.011	16982	.064	58621	.117
5906	.012	14151	.049	58164	.086	5733	.012	17648	.065	60000	.118
6000	.013	14706	.050	60639	.087	5807	.013	18368	.066	61446	.119
6098	.014	15307	.051	63334	.088	5883	.014	19149	.067	62963	.120
6199	.015	15958	.052	66280	.089	5961	.015	20000	.068	64557	.121
6303	.016	16667	.053	69513	.090	6041	.016	20931	.069	66234	.122
6411	.017	17442	.054	73077	.091	6123	.017	21952	.070	68000	.123
6522	.018	18293	.055	77028	.092	6207	.018	23077	.071	69864	.124
6638	.019	19231	.056	81429	.093	6294	.019	24325	.072	71831	.125
6757	.020	20271	.057	86364	.094	6383	.020	25715	.073	73914	.126
6881	.021	21429	.058	91936	.095	6475	.021	27273	.074	76120	.127
7010	.022	22728	.059	98276	.096	6570	.022	29033	.075	78462	.128
7143	.023	24194	.060	105556	.097	6667	.023	30178	.076	80953	.129
7282	.024	25863	.061	114000	.098	6767	.024	30539	.077	83607	.130
7426	.025	27778	.062	123914	.099	6871	.025	30910	.078	86441	.131
7576	.026	30000	.063	135715	.100	6977	.026	31289	.079	89474	.132
7732	.027	30646	.064	150000	.101	7087	.027	31678	.080	92728	.133
7895	.028	31319	.065	167648	.102	7200	.028	32076	.081	96227	.134
8065	.029	32023	.066	190000	.103	7318	.029	32485	.082	100000	.135
8242	.030	32759	.067	219231	.104	7439	.030	32904	.083	104082	.136
8427	.031	33530	.068	259091	.105	7564	.031	33334	.084	108511	.137
8621	.032	34338	.069	316667	.106	7693	.032	33775	.085	113334	.138
8824	.033	35186	.070	407143	.107	7827	.033	34229	.086	118605	.139
9037	.034	36076	.071	570000	.108	7965	.034	34694	.087	124391	.140
9260	.035	37013	.072	950000	.109	8109	.035	35173	.088	130770	.141
9494	.036	38000	.073	2850000	.110	8257	.036	35665	.089	137838	.142
						8412	.037	36171	.090	145715	.143
						8572	.038	36691	.091	154546	.144
						8738	.039	37227	.092	164517	.145
						8911	.040	37778	.093	175863	.146
						9091	.041	38346	.094	188889	.147
						9279	.042	38932	.095	204000	.148
						9474	.043	39535	.096	221740	.149
						9678	.044	40158	.097	242858	.150
						9891	.045	40800	.098	268422	.151
						10113	.046	41464	.099	300000	.152
						10345	.047	42149	.100	340000	.153
						10589	.048	42858	.101	392308	.154
						10844	.049	43590	.102	463637	.155
						11112	.050	44348	.103	566667	.156
						11393	.051	45133	.104	728572	.157
						11689	.052	45946	.105	1020000	.158
										1700000	.159
										5100000	.160

ENDORSEMENT #11

TX-02-[illegible]. AMENDMENT OF TERMINATI[illegible] PROVISIONS

(Not applicable to Texas Automobile Insurance Plan policy)

This endorsement forms a part of Policy No. GLA 157 9128 issued to THE O'BRIEN CORPORATION

by the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. at its Agency
(Name of Insurance Company)

located (city and state) SAN FRANCISCO, CALIFORNIA and is effective from 9/1/86
(12:01 A.M. Standard Time)

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

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE
GARAGE INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE
PERSONAL INJURY PROTECTION
UNINSURED/UNDERINSURED MOTORISTS COVERAGE
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Dealers)

1. It is agreed that the first paragraph of the "Cancelation" Condition is replaced by the following:

This policy may be canceled by the **insured** named in item 1 of the declarations by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancelation shall be effective.

This policy may be canceled by the company by mailing to the **insured** named in item 1 of the declarations at the address shown in the policy, written notice stating when not less than forty-five days thereafter such cancelation shall be effective, except:

a. Upon failure of the **named insured** to discharge his obligation in the payment of premium for the policy or any installment thereof, whether payable directly to the company or its agents or indirectly under any premium finance plan or extension of credit, the company may cancel the policy by mailing written notice to the **named insured** at least ten days prior to the effective date of cancelation;

b. Upon a substantial change in operations resulting in an increase in exposure within the control of the **insured** which would produce an increase in rate, the company may cancel the policy by mailing written notice to the **named insured** at least ten days prior to the effective date of cancelation;

c. Upon a determination by the State Board of Insurance that the continuation of the policy would violate or place the company in violation of the Insurance Code, the company may cancel the policy by mailing written notice to the **named insured** at least ten days prior to the effective date of cancelation;

d. Where a company has been placed in supervision, conservatorship, or receivership, the company may cancel a policy by mailing written notice to the **named insured** at least ten days prior to the effective date of cancelation upon approval or at the direction of the supervisor, conservator or receiver; or

e. On a **new** policy, not a renewal in the same company, a company may cancel within sixty days of the initial effective date of policy by mailing written notice to the **named insured** at least ten days prior to the effective date of cancelation.

The company may comply with this provision by requiring or permitting its agent to notify the policyholder. However, the responsibility of giving notice to the **named insured** remains with the company if the agent fails to carry out its instructions to notify the **named insured.**

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

2. The following Condition is added:

NON-RENEWAL

If the company elects not to renew this policy, it shall mail to the **insured** named in item 1 of the declarations, at the address shown in this policy, written notice of such non-renewal not less than forty-five days prior to the expiration date, except where a company has been placed in supervision, conservatorship, or receivership, the company may decline renewal of a policy by mailing written notice to the **named insured** at least ten days prior to the expiration date upon approval or at the direction of the supervisor, conservator or receiver.

The company may comply with this provision by requiring or permitting its agent to notify the policyholder. However, the responsibility of giving notice to the **named insured** remains with the company if the agent fails to carry out its instructions to notify the **named insured.**

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of non-renewal stated in the notice shall become the end of the policy period. Delivery of such written notice by the company shall be equivalent to mailing.

By .....
(Duly Authorized Representative)

ENDORSEMENT #12

This endorsement, effective 12:01 A. M. SEPTEMBER 1, 1986 forms a part of

policy No. GLA 157 9128 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

SCHEDULE OF FORMS AND ENDORSEMENTS AT ISSUANCE

ENDT NUMBER	FORM NUMBER	DESCRIPTION
---	A128	COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE - COVERAGE PART
---	A116d	UNINSURED/UNDERINSURED MOTORISTS COVERAGE
1	TX 03 24	SINGLE LIMIT OF LIABILITY
2	TX 02 03	UNINSURED/UNDERINSURED MOTORISTS COVERAGE SINGLE LIMIT
3	241b	PERSONAL INJURY PROTECTION ENDORSEMENT
4	---	SPECIFIC CAR RATING ENDORSEMENT
5	TX 03 17	INSURANCE FOR EXCLUDED USE OF AN AUTOMOBILE
6	TX 03 18A	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
7	TX 03 69	AMENDATORY ENDORSEMENT - NOTICE
8	TX 06 64C	COMMERCIAL TRAILERS AND MOBILE EQUIPMENT
9	TX 10 97	SUPPLEMENTARY DEATH BENEFIT
10	25D	PREMIUM DISCOUNT ENDORSEMENT - TEXAS
11	TX 02 04	AMENDMENT OF TERMINATION PROVISIONS
12	---	SCHEDULE OF FORMS AND ENDORSEMENTS AT ISSUANCE

AUTHORIZED REPRESENTATIVE