FULLER-O'BRIEN
GLA 1803097RA
1,000,000 CSL xs 0

National Union
9/30/85-9/30/86



GENERAL LIABILITY-AUTOMOBILE POLICY

No. GLA 180 30 97 RA
GLA 194 00 08 RA
RENEWAL OF NUMBER

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

A CAPITAL STOCK COMPANY

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

DECLARATIONS

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)

The O'Brien Corporation
450 East Grand Avenue
South San Francisco, California 94080

Alexander & Alexander
Three Embarcadero Ctr., Ste 1700
San Francisco, California 94111

Item 2. Policy Period: (Mo. Day Yr.)

From September 30, 1985 to September 30, 1986

12:01 A.M., standard time at the address of the named insured as stated herein.

The named insured is:

☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other: _____

Business of the named insured is: (ENTER BELOW)

Paint and Coatings Industry

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	$ Incl.	L9288	Personal Injury Liability Insurance
$		Completed Operations and Products Liability Insurance	$		Physicians', Surgeons' and Dentists' Professional Liability Insurance
$ 32,855	A128	Comprehensive Automobile Liability Insurance	$ Incl.	L6426	Premises Medical Payments Insurance
$ 602,455	L6395a	Comprehensive General Liability Insurance	$		Special Protective and Highway Liability Insurance New York Department of Transportation
$		Comprehensive Personal Insurance			
$ Incl.	L9484	Contractual Liability Insurance	$		Storekeeper's Insurance
$		Druggists' Liability Insurance	$ Incl.	A116c	Uninsured Motorists Insurance
$		Elevator Collision Insurance	$ Incl.	241b	Personal Injury Protection Endt
$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance	$ Incl.	A121a	Auto Phy. Dam. Ins. (Fleet Automatic)
$		Farmer's Comprehensive Personal Insurance			
$		Farmer's Medical Payments Insurance	$		
$		Garage Insurance			
$					Form numbers of endorsements, other than these entered on Coverage Part(s), attached at issue:
$ 635,310	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
$	$	$

OBR 0001137

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.

December 31, 1985
NYC:sdj

Countersigned:

*Not applicable in Texas

28321 *1/80)

49 TOC 000064

Ptd. In U.S.A.

By _____ Authorized Representative

NATIONAL UNION FIRE INSURANCE COMPANY
OF PITTSBURGH, PA.
(A stock insurance company, herein called the company)

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"policy territory" means:

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

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

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

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

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

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

SUPPLEMENTARY PAYMENTS

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

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

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

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

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

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 National Union Fire Insurance Company has caused this policy to be signed by its president and secretary and countersigned on the declarations page by a duly authorized representative of the company.

Marion E. Fajen Secretary

President

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

Nuclear Energy Liability Exclusion Endorsement--Broad Form

It is agreed that:

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 or 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.

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;

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;

(i) 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**;

(j) 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**;

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

(l) 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**;

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

(n) 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;

(o) 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.

(p) 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**.

COVERAGE PART

L 6395a
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. GLA 180 30 97RA to complete said policy.

ADDITIONAL DECLARATIONS

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

Interest of named insured in such premises (CHECK BELOW)

☐ 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 — each occurrence	Limits of Liability — aggregate	Advance Premiums
A—Bodily Injury Liability	$ 1,000,000	$	$ 361,473
B—Property Damage Liability	$ CSL	$	$ 240,982
Form numbers of endorsements attached at issue			$
		Total Advance Premium	$ 602,455

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 Composite Rate Endorsement #2				S	280,203	186,802
				E	81,270	54,180
		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units (f) Admissions	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit (f) Per 100 Admissions			
Escalators (Number of Premises)		Number Insured	Per Landing			
Included						Included
Independent Contractors		Cost	Per $100 of Cost			
Included						Included
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts			
Included						Included
Products		(b) Sales	(b) Per $1,000 of Sales			
Included						Included
				Total Advance B.I. and P.D. Premiums	$ 361,473	$ 240,982

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.

(over)

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

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

LIABILITY

Adv-3009

L 9484
(Ed. 1-73)

CONTRACTUAL LIABILITY INSURANCE

(Blanket Coverage – Broad Form)

This endorsement, effective September 30, 1985 (12:01 A.M., standard time) forms a part of policy No. GLA 180 30 97 RA

issued to The O'Brien Corporation

by National Union Fire Insurance Company of Pittsburgh, Pa.

Authorized Representative

SCHEDULE

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

Advance Premiums	Limits of Liability		Coverages
	each occurrence	aggregate	
$ Incl.	$ 1,000,000		Contractual Bodily Injury Liability
$ Incl.	$ CSL	$	Contractual Property Damage Liability
$ Incl.	Total Advance Premium		

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

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

The company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

1 **COVERAGES – CONTRACTUAL BODILY INJURY LIABILITY**
CONTRACTUAL PROPERTY DAMAGE LIABILITY

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

bodily injury or
property damage

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

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

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

(over)

Exclusions

This insurance does not apply:

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

(b) (1) if the **insured** is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of professional services performed by such **insured**, including

(i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(ii) supervisory, inspection or engineering services;

(2) if the indemnitee of the **insured** is an architect, engineer or surveyor, to the liability of the **indemnitee**, his agents or employees, arising out of

(i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

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

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

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

49 TOC 000070

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

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

if such liability is imposed

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

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

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

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

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

(g) to **property damage** to

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

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

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

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

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

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

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

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

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

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

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

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

This insurance does not apply:

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

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

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

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

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

II PERSONS INSURED

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

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

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

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

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

III LIMITS OF LIABILITY

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

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

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

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

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

IV ENDORSEMENT TERRITORY

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

V ADDITIONAL DEFINITIONS

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

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

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

VI ADDITIONAL CONDITIONS

Arbitration

The company shall be entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding

Premium

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

When used as a premium basis

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

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

AUTHENTICI

COVERAGE PART

PERSONAL INJURY LIABILITY INSURANCE

L 9288 (Ed. 1-73)

For attachment to Policy No. GLA 180 30 97 RA, to complete said policy.

SCHEDULE

Coverage	Limits of Liability	
P—Personal Injury Liability	1,000 thousand dollars aggregate	0 % Insured's Participation

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

Groups of Offenses	Advance Premiums
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	$ Included
B. Libel, Slander, Defamation or Violation of Right of Privacy	$ Included
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	$ Included
Form numbers of endorsements attached at issue Exclusion "A" & "C" deleted	$
	Total Advance Premium $ Included
	Minimum Premium $

I. COVERAGE P—PERSONAL INJURY LIABILITY

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

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

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

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

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

Exclusions

This insurance does not apply:

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

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

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

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

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

II. PERSONS INSURED

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

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

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

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

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

III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

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

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

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

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

AUTHENTIC

COVERAGE PART

PREMISES MEDICAL PAYMENTS INSURANCE

L 6426
(Ed. 1-73)

For attachment to Policy No. GLA 180 30 97 RA to complete said policy.

SCHEDULE

The insurance afforded is only with respect to the following Coverage indicated by specific premium charge or charges. 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 Premiums
E—Premises Medical Payments	250 dollars each person	10,000 dollars each accident	X X X
(a) Premises and operations			$ Incl.
(b) Escalators			$
(c) Sports activities			$
Form numbers of endorsements attached at issue			$
		Total Advance Premium $	Incl.

I. COVERAGE E—PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** 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 this policy.

Exclusions

This insurance does not apply:

(a) to **bodily injury**

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or

(ii) 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 (i) 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 (ii) the operation or use of any snowmobile or trailer designed for use therewith;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any watercraft owned or operated by or rented or loaned to any **insured**, or

(ii) 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**; or

(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 any **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 (i) maintenance and repair of the **insured premises** or (ii) 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 (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) 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 (i) 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 therein, 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 unless a premium charge is entered for sport activities in the policy with respect to Premises Medical Payments Coverage;

(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.

II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the schedule as 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 liability stated in the schedule as applicable to "each accident".

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

III. ADDITIONAL DEFINITIONS

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

"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.

IV. POLICY PERIOD; TERRITORY

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

V. 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.

AUTHENTIC

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

LIABILITY

GL 04 10 (Ed. 11 69)
G 209

L 9132
Ed 11-69

REAL PROPERTY — LIABILITY — FIRE

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

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

This endorsement, effective September 30, 1985 (12.01 A. M., standard time) , forms a part of policy No. GLA 180 30 97 RA

issued to The O'Brien Corporation

by National Union Fire Insurance Company of Pittsburgh, Pa.

Authorized Representative

Premium	Rate (per $100 of Limit)	Limit of Liability	Description of Property
$ Included		$ 500,000 each occurrence	

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

1. With respect to the insurance provided by this endorsement, all of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

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

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

AUTHENTIC

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

LIABILITY

L 9488
(Ed 1-73)

Adv. 3007

INCIDENTAL MALPRACTICE COVERAGE

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

This endorsement, effective September 30, 1985 (12:01 A. M., standard time), forms a part of policy No. GLA 180 30 97 RA

issued to The O'Brien Corporation

by National Union Fire Insurance Company of Pittsburgh, Pa.

Authorized Representative

It is agreed that:

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

AUTHENTIC

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

LIABILITY

GL 20 15 (Ed. 07 66)
G 113

L 9114a
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 30, 1985 12:01 A.M. standard time, forms a part of policy No. GLA 180 30 97 RA

issued to The O'Brien Corporation

by National Union Fire Insurance Company of Pittsburgh, Pa.

Authorized Representative

SCHEDULE

Name of Vendor(s)

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 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

OBR 0001149

49 TOC 000076

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

LIABILITY

Adv. 3006

L 9486
(Ed 1-73)

BROAD FORM PROPERTY DAMAGE ENDORSEMENT
(Including Completed Operations)

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

This endorsement, effective September 30, 1985 (12:01 A. M., standard time.) forms a part of policy No. GLA 180 30 97 RA

issued to The O'Brien Corporation

by National Union Fire Insurance Company of Pittsburgh, Pa.

James G. Fader
Authorized Representative

Classifications

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

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

(y) to property damage

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

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

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

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

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

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

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

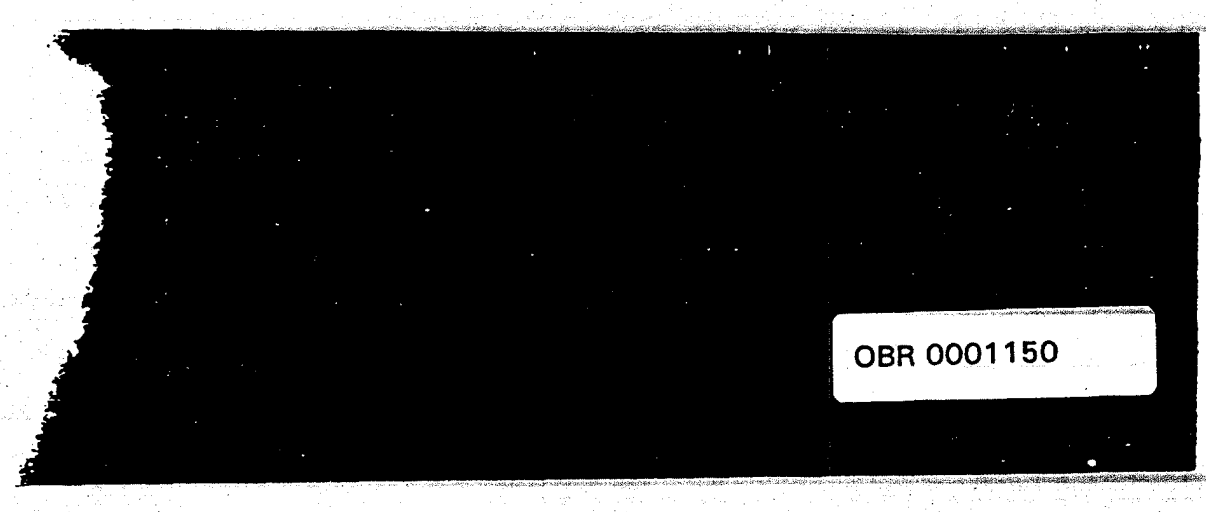
(ii) out of which any property damage arises, or

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

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

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

AUTHENTIC



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

LIABILITY

GL 20 06 (Ed. 07 66)
G 106

L 9106
(Ed. 10-66)

ADDITIONAL INSURED
(Employees)

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

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

This endorsement, effective September 30, 1985 (12:01 A.M., standard time) forms a part of policy No. GLA 180 30 97 RA

issued to The O'Brien Corporation

by National Union Fire Insurance Company of Pittsburgh, Pa.

Authorized Representative

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

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

AUTHENTIC

TX-03-31. LOSS PAYABLE CLAUSE

This endorsement forms a part of Policy No. GLA1B03097RA 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) New York, New York and is effective from September 30, 198:
(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 PHYSICAL DAMAGE INSURANCE (Fleet Automatic)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Dealers)

Loss or damage, if any, under this insurance shall be payable as interest may appear to Per Schedule on File with Company and this insurance as to the interest of the Bailment Lessor, Conditional Vendor, Mortgagee or other secured party or Assignee of Bailment Lessor, Conditional Vendor, Mortgagee or other secured party (herein called the Lienholder) shall not be invalidated by any act or neglect of the Lessee, Mortgagor, Owner of the within described **automobile** or other Debtor nor by any change in the title or ownership of the property, provided, however, that the conversion, embezzlement or secretion by the Lessee, Mortgagor, Purchaser or other Debtor in possession of the property insured under a bailment lease, conditional sale, mortgage or other security agreement is not covered under this insurance, unless specifically insured against and premium paid therefor; and provided, also, that in case the Lessee, Mortgagor, Owner or other Debtor shall neglect to pay any premium due under this insurance the Lienholder shall, on demand, pay the same.

Provided also, that the Lienholder shall notify the company of any change of ownership or increase of hazard which shall come to the knowledge of said Lienholder and, unless permitted by this insurance, it shall be noted thereon and the Lienholder shall, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this insurance shall be null and void.

The company reserves the right to cancel this insurance at any time as provided by its terms, but in such case the company shall notify the Lienholder when not less than ten days thereafter such cancelation shall be effective as to the interest of said Lienholder therein and the company shall have the right, on like notice, to cancel this agreement.

If the **named insured** fails to render proof of **loss** within the time granted in the policy conditions, such Lienholder shall do so within ninety-one days thereafter, in form and manner as provided by this insurance, and further, shall be subject to the provisions of this insurance relating to appraisal and time of payment and of bringing suit.

Whenever the company shall pay the Lienholder any sum for **loss** or damage under this insurance and shall claim that, as to the Lessee, Mortgagor, Owner or other Debtor, no liability therefor existed, the company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may at its option, pay to the Lienholder the whole principal due or to grow due on the mortgage or other security agreement with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all such other securities; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.

Whenever a payment of any nature becomes due under this insurance, separate payment may be made to each party of interest provided the company protects the equity of all parties.

By _____
(Duly Authorized Representative)

FORM TX-03-31.—LOSS PAYABLE CLAUSE
Texas Standard Automobile Endorsement
Prescribed October 1, 1974

25C. PREMIUM DISCOUNT ENDORSEMENT—TEXAS

AUTOMOBILE LIABILITY INSURANCE

This endorsement forms a part of Policy No GLA1803097RA 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) New York, New York and is effective from September 30, 1985
(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
GLA 180 30 97 RA	Included in Composite Rate
	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	8 %

(SEE REVERSE SIDE FOR FURTHER PROVISIONS)

49 TOC 000080 OBR 0001153

By (Duly Authorized Representative)

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

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						

TX-10-91. AMENDATORY ENDORSEMENT—PHYSICAL DAMAGE SUPPLEMENTARY PAYMENTS

This endorsement forms a part of Policy No. GLA1803097RA 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) New York, New York and is effective from September 30, 1985
(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 PHYSICAL DAMAGE INSURANCE (Fleet Automatic)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)

It is agreed that the physical damage coverage, supplementary payments provision reading as follows:

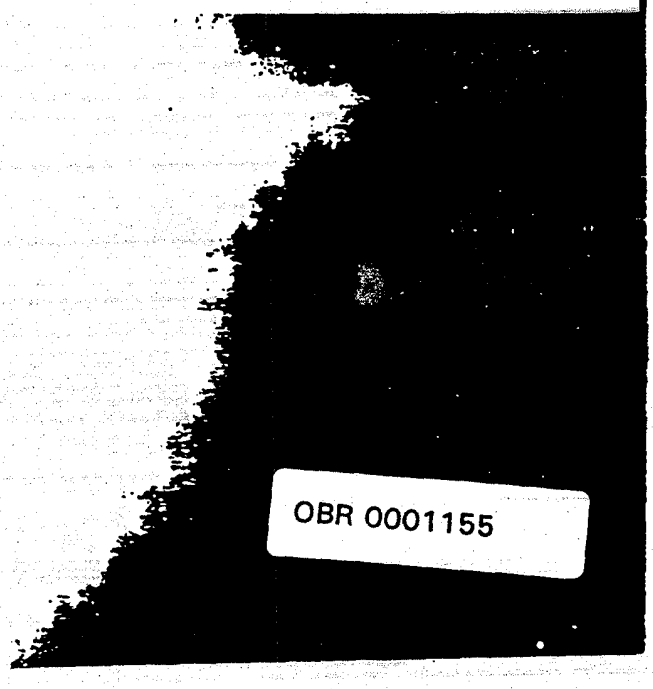
"(b) reimburse the **named insured**, in the event of a theft covered by this insurance of an entire **covered automobile** of the **private passenger** type (not used as a public or livery conveyance and not, at time of theft, being held for sale by an automobile dealer), for expense incurred for the rental of a substitute for such **covered automobile** during the period commencing 48 hours after such theft has been reported to the company and the police and terminating, regardless of expiration of the policy period, when such **covered automobile** is returned to use or the company pays for the **loss**; but, as to any one such theft, such reimbursement shall not exceed $10 for any one day nor $300 total."

Is amended to read:

"(b) reimburse the **named insured**, in the event of a theft covered by this insurance of an entire **covered automobile** of the **private passenger** type (not used as a public or livery conveyance and not, at time of theft, being held for sale by an automobile dealer), for expense incurred for the rental of a substitute for such **covered automobile** during the period commencing 48 hours after such theft has been reported to the company and the police and terminating, regardless of expiration of the policy period, when such **covered automobile** is returned to use or the company pays for the **loss**; but, as to any one such theft, such reimbursement shall not exceed $15 for any one day nor $450 total."

By _____
(Duly Authorized Representative)

FORM TX-10-91.—AMENDATORY ENDORSEMENT—PHYSICAL DAMAGE SUPPLEMENTARY PAYMENTS
Texas Standard Automobile Endorsement
Prescribed January 1, 1980



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

(Broad Form)

This endorsement forms a part of Policy No. GLA1803097RA issued to The O'Brien Corporation

by the National Union Fire Insurance Company of Pittsburgh, Pa. of its Agency
(Name of Insurance Company)

located (city and state) New York, New York and is effective from September 30, 1985
(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.

By .....
(Duly Authorized Representative)

FORM TX-03-18A.—NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)
Texas Standard Automobile Endorsement
Revised September 1, 1979

OBR 0001156

TX-10-81. CUSTOMIZED VANS – LIMITED PHYSICAL DAMAGE COVERAGE

(Applicable only to such of the coverages of Fire, Lightning and Transportation, Theft, Comprehensive, Collision, Windstorm, Hail, Earthquake or Explosion, Combined Additional Coverage or Dealers' Supplemental Coverage as are defined in the policy and for which coverage is afforded)

This endorsement forms a part of Policy No GLA1803097RA 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) New York, New York and is effective from September 30, 1985
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 PHYSICAL DAMAGE INSURANCE (Fleet Automatic)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Dealers)

It is agreed that such insurance as is afforded by the policy is subject to the following additional exclusions

The insurance does not apply

to the increased cost of repair or replacement of any van type vehicle insured hereunder because of loss or damage as respects any additional parts, equipment, furnishings, fixtures or finishing, including special paint, murals or graphics, commonly called "customizing", not available from the original manufacturer of the vehicle as standard parts, equipment, furnishings, fixtures or finishing

This exclusion does not apply if the value or original cost new of such additional parts, equipment, furnishings, fixtures or finishing has been reported to the company prior to the loss and such value or original cost new has been included in calculation of the physical damage coverage premium charges applicable to such vehicle

By (Duly Authorized Representative)

FORM TX-10-81 —CUSTOMIZED VANS – LIMITED PHYSICAL DAMAGE COVERAGE
Texas Standard Automobile Endorsement
Prescribed January 1, 1978

A927e. SOUND RECEIVING AND TRANSMITTING EQUIPMENT EXCLUDED

(To be attached to the Automobile Combination Policies, Automobile Physical Damage Policy or Automobile Physical Damage Coverage Parts – Fleet, Non-Fleet or Dealers)

(Applicable only to such of the coverages of Fire, Lightning and Transportation, Theft, Comprehensive, Collision, Windstorm, Hail, Earthquake or Explosion, Combined Additional Coverage or Dealers' Supplemental Coverage as are defined in the policy and for which coverage is afforded)

This endorsement forms a part of Policy No GLA1803097RA 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) New York, New York and is effective from September 30, 1985
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 such insurance as is afforded by the policy is subject to the following additional exclusions

The insurance does not apply

to loss of or damage to any device or instrument or a combination of devices or instruments designed as a Citizens Band radio, two-way mobile radio or telephone, including its accessories, equipment and antenna

This exclusion does not apply to a Citizens Band radio, including accessories, equipment, and antenna for use therewith, that is designed and manufactured as an integral part of a unit in combination with one or more of the following: AM radio, FM radio or tape player

This exception to the exclusion applies only to such units installed in the vehicle dash or console

By (Duly Authorized Representative)

FORM A927e.—SOUND RECEIVING AND TRANSMITTING EQUIPMENT EXCLUDED
Texas Standard Automobile Endorsement
Revised January 1, 1978

TX-03-69. AMENDATORY ENDORSEMENT—NOTICE

This endorsement forms a part of Policy No GLA1803097RA 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) New York, New York and is effective from September 30, 1985
(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-06-64C. COMMERCIAL TRAILERS AND MOBILE EQUIPMENT

This endorsement forms a part of Policy No GLA1803097RA 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) New York, New York and is effective from September 30, 1985
(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 semi-trailers 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

By
(Duly Authorized Representative)

FORM TX-06-64C.—COMMERCIAL TRAILERS AND MOBILE EQUIPMENT
Texas Standard Automobile Endorsement
Revised July 1, 1982

TX-03-24. SINGLE LIMIT OF LIABILITY

This endorsement forms a part of Policy No GLA1803097RA 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) New York, New York and is effective from September 30, 1985
(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

COVERAGE PART

AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic)

A 121a (Ed. 8-74)

For attachment to Policy No. GLA 180 30 97RA to complete said policy

SCHEDULE

PHF Item 1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges and under each such Coverage applies only to such covered automobiles as are indicated, by entry herein, of one or more of the designating numerals for that purpose appearing in PHF Item 4. The limit of the company's liability against each such Coverage shall be as stated or designated herein, subject to all the terms of this insurance having reference thereto.

COVERAGES	COVERED AUTOMOBILES	LIMIT OF LIABILITY — Each covered automobile: If ACTUAL CASH VALUE (ACV) Enter ACV and DEDUCTIBLE	If STATED AMOUNT Enter AMOUNT and DEDUCTIBLE	OTHERWISE Enter $ meaning "as separately stated in PHF Item 2"	ADVANCE PREMIUM
O — COMPREHENSIVE	1	ACV $ 500	$ $		$ Included
P — COLLISION	1	ACV $ 500			$ Included
Q — FIRE, LIGHTNING OR TRANSPORTATION			$ $		$
R — THEFT			$ $		$
S — WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION			$ $		$
T — COMBINED ADDITIONAL			$ $		$
V — TOWING (Not available in California)		$25 for each disablement			$
Form numbers of endorsements attached at issue					$
				Total Advance Premium	$ Included

Maximum Limit of Liability

Any one covered automobile	All covered automobiles	All covered automobiles at any one location
$	$	$

Records to be submitted: ☐ Monthly ☐ Quarterly ☐ Semi-Annually

PHF Item 2. Covered Automobiles as of Effective Date of this Insurance

a. Description: Purposes of Use (P & B — Pleasure and Business; C — Commercial)

Auto	Year Model	Trade Name	Body Type—Capacity (Truck Load, Gallonage, Bus Seating), Identification (I), Serial (S), Motor (M) No., Cylinders (No.), Model	Principally Garaged In (Town, State)	Purpose of Use	Classification
1						
2						
3		Fleet Automatic and as per Records on File with Company				
4						
5						
6						
7						

b. Facts Respecting Purchase

Auto	List Price	Actual Cost	Purchased Mo. & Yr.—New (N), Used (U)	Rating Symbol	Any loss under Coverages other than Towing is payable as interest may appear to the named insured and the Loss Payee named below
1					
2					
3					
4					
5					
6					
7					

c. Limit of Liability (if not stated in PHF Item 1) Net Rates, Advance Premium

Auto	LIMIT OF LIABILITY—Each covered automobile described in (a) above and covered for: Coverage other than Collision Enter Amount or "ACV"	and Deductible	Collision "ACV"	Enter and Deductible
1	$	$	ACV	$
2	$	$	ACV	$
3	$	$	ACV	$
4	$	$	ACV	$
5	$	$	ACV	$
6	$	$	ACV	$
7	$	$	ACV	$

Net Rates	Coverages
	O — Comprehensive
X X X	P — Collision
	Q — Fire, Lightning or Transportation
	R — Theft
	S — Windstorm, Hail, Earthquake or Explosion
	T — Combined Additional
X X X	V — Towing

"ACV" — ACTUAL CASH VALUE

Auto	ADVANCE PREMIUM: Coverage O	Coverage P	Coverage Q	Coverage R	Coverage S	Coverage T	Coverage V
1	$	$	$	$	$	$	$
2	$	$	$	$	$	$	$
3	$	$	$	$	$	$	$
4	$	$	$	$	$	$	$
5	$	$	$	$	$	$	$
6	$	$	$	$	$	$	$
7	$	$	$	$	$	$	$
Totals	$	$	$	$	$	$	$

PHF Item 3. Except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, the named insured is the sole owner of every covered automobile designated in PHF Item 1 as covered under this insurance, unless otherwise stated herein.

PHF Item 4. Explanation of entries in PHF Item 1 for designating the covered automobiles to which this insurance applies, under each Coverage afforded:

1 = all covered automobiles
2 = all registered covered automobiles
3 = all covered automobiles of the private passenger type
4 = all covered automobiles of the commercial type
5 = the covered automobiles described in PHF Item 2 (including newly acquired vehicles, subject to the provisions of paragraph (b) of the "covered automobile" definition)

When so entered in addition to numerals 1, 2, 3 or 4
6 = excluding vehicles leased to the named insured
7 = excluding, under Collision Coverage, any vehicle not having an actual cash value of at least $_____

(over)

A 121a (Ed. 8-74)

OBR 0001160

49 TOC 000087

I COVERAGE AGREEMENTS

1. The company will pay for loss to **covered automobiles**, under
COVERAGE O. COMPREHENSIVE—from any cause except collision; but, for the purpose of this coverage, breakage of glass and loss caused by missiles, falling objects, fire, theft or larceny, windstorm, hail, earthquake, explosion, riot or civil commotion, malicious mischief or vandalism, water, flood, or colliding with a bird or animal, shall not be deemed loss caused by **collision**;
COVERAGE P. COLLISION — caused by **collision**;
COVERAGE Q. FIRE, LIGHTNING OR TRANSPORTATION — caused by
(a) fire or lightning,
(b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the **covered automobile** is located, or
(c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the **covered automobile** is being transported.
COVERAGE R. THEFT — caused by theft or larceny,
COVERAGE S. WINDSTORM, HAIL, EARTHQUAKE OR EXPLOSION -- caused by windstorm, hail, earthquake or explosion,
COVERAGE T. COMBINED ADDITIONAL — caused by
(a) windstorm, hail, earthquake or explosion,
(b) riot or civil commotion,
(c) the forced landing or falling of any aircraft or its parts or equipment,
(d) malicious mischief or vandalism,
(e) flood or rising waters, or
(f) external discharge or leakage of water,
provided that, with respect to each **covered automobile**,
(i) under the Comprehensive coverage (except as to loss from any of the causes described in the Fire, Lightning or Transportation coverage) and under the Collision coverage, such payment shall be only for the amount of each loss in excess of the deductible amount, if any, stated in the schedule as applicable thereto;
(ii) under the Combined Additional coverage $25 shall be deducted from the amount of each loss caused by malicious mischief or vandalism.

2. The company will pay, under
COVERAGE V. TOWING — for towing and labor costs necessitated by the disablement of **covered automobiles**, provided the labor is performed at the place of disablement.

3. **SUPPLEMENTARY PAYMENTS**
In addition to the applicable limits of liability, the company will:
(a) with respect to such transportation insurance as is afforded herein, pay general average and salvage charges for which the **named insured** becomes legally liable;
(b) reimburse the **named insured**, in the event of a theft covered by this insurance of an entire **covered automobile** of the **private passenger type** (not used as a public or livery conveyance and not, at time of theft, being held for sale by an automobile dealer) for expense incurred for the rental of a substitute for such **covered automobile** during the period commencing 48 hours after such theft has been reported to the company and the police and terminating, regardless of expiration of the policy period, when such **covered automobile** is returned to use or the company pays for the loss; but as to any one such theft such reimbursement shall not exceed $10 for any one day nor $300 total.

4. Such insurance as is afforded under each coverage applies separately to each **covered automobile**, and a land motor vehicle and one or more trailers or semitrailers attached thereto shall be held to be separate **covered automobiles** as respects limits of liability and any deductible provisions applicable thereto.

Exclusions

This insurance does not apply
(a) to any **covered automobile** while used as a public or livery conveyance, unless such use is specifically declared and described in the schedule;
(b) to damage which is due and confined to
(i) wear and tear, or
(ii) freezing, or
(iii) mechanical or electrical breakdown or failure,
unless such damage is the result of other loss covered by this insurance;
(c) to tires unless
(i) loss be coincident with and from the same cause as other loss covered by this insurance, or
(ii) damaged by fire, by malicious mischief or vandalism or stolen and, as to the **covered automobile**, loss caused by such damage or theft is covered by this insurance;
(d) to loss due to
(i) war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing,
(ii) nuclear contamination;
(e) to loss to
(i) any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument is permanently installed in the **covered automobile**;
(ii) any tape, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound;
(f) to loss to a **camper body** designed for use with a **covered automobile** and not designated in the schedule and for which no premium has been charged if such camper body was owned at the inception of the policy period or the inception of any renewal or extension period thereof;
(g) under the Comprehensive and Theft coverages, to loss or damage due to conversion, embezzlement or secretion by any person in possession of a **covered automobile** under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance;
(h) under the Collision coverage, to breakage of glass if insurance with respect to such breakage is otherwise afforded herein;
(i) under the Windstorm, Hail, Earthquake or Explosion and Combined Additional coverages, to loss resulting from rain, snow or sleet, whether or not wind-driven.

II. LIMIT OF LIABILITY

1. The limit of the company's liability for loss to any one **covered automobile** shall not exceed the least of the following amounts:
(a) the actual cash value of such **covered automobile**, or if the loss is to a part thereof the actual cash value of such part, at time of loss; or
(b) what it would then cost to repair or replace such **covered automobile** or part thereof with other of like kind and quality, with deduction for depreciation; or
(c) the limit of liability stated in the schedule as applicable to "each **covered automobile**" under the coverage afforded for the loss to such **covered automobile**, provided that if such limit of liability is expressed as a stated amount it shall, with respect to a **covered automobile** newly acquired during the policy period and not described in the schedule, be deemed as having been replaced by "actual cash value";
and, subject to the above provisions, shall not in any event exceed the amount, if any, stated in the schedule as the "maximum limit of liability" applicable to "any one **covered automobile**."

2. The total limit of the company's liability for all loss directly attributable to a single happening out of which loss occurs shall not exceed:
(a) as to all **covered automobiles** at any one location, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting any one **covered automobile**;
(b) as to all **covered automobiles**, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting (i) any one **covered automobile** and (ii) any one location.

III. POLICY PERIOD, TERRITORY, PURPOSES OF USE

This insurance applies only to loss which occurs during the policy period while the **covered automobile** is within the United States of America, its territories or possessions or Canada or is being transported between ports thereof and, if a **covered automobile** described in the schedule is maintained and used for the purposes stated therein as applicable thereto.

IV. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):
"camper body" means a body designed to be mounted upon a **covered automobile** and equipped as sleeping or living quarters.
"collision" means (i) collision of a **covered automobile** with another object or with a vehicle to which it is attached, or (ii) upset of such **covered automobile**;
"commercial type" means
(i) a land motor vehicle of the truck, pick-up, express, sedan or panel delivery type including truck type tractors, trailers and semitrailers used for the transportation or delivery of goods or merchandise or for other business purposes, or
(ii) an altered **private passenger type** vehicle used for related business use;
"covered automobile" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto, but not including robes, wearing apparel or personal effects, which is either
(a) designated in the schedule, by description or otherwise, as a **covered automobile** to which this insurance applies and is
(i) owned by the **named insured**, or
(ii) leased to the **named insured** for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the **named insured** or for its repair or exchange, or
(b) if not so designated, such vehicle is newly acquired by the **named insured** during the policy period provided, however, that
(i) if it replaces a described **covered automobile**, or as of the date of its delivery this insurance applies to all **covered automobiles**, and
(ii) the **named insured** notifies the company within 30 days following such delivery date;
but **"covered automobile"** does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the **named insured**, unless specifically stated otherwise by endorsement forming a part of the policy;
"loss" means direct and accidental loss or damage;
"private passenger type" means a 4-wheel land motor vehicle of the private passenger or station wagon type;
as to **"purposes of use"**:
"commercial" means use principally in the business occupation of the **named insured** as stated in the declarations, including occasional use for personal, pleasure, family and other business purposes;
"pleasure and business" means personal, pleasure, family and business use.

V. CONDITIONS

None of the Conditions of the policy shall apply to this insurance except "Premium", "Inspection and Audit", "Subrogation", "Changes", "Assignment", "Cancellation", and "Declarations". This insurance shall also be subject to the following additional Conditions:

1. **Named Insured's Duties in Event of Loss**
In the event of loss the **named insured** shall
(a) protect the **covered automobile**, whether or not this insurance applies to the loss, and any further loss or damage due to the **named insured's** failure to protect shall not be recoverable under this insurance; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;
(b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft or larceny, to the police;
(c) file with the company, within 91 days after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath;
(d) cooperate with the company and, upon the company's request, shall 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 **named insured** because of loss with respect to which this insurance applies and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;
but the **named insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

2. **Payment for Loss**
With respect to any loss covered by this insurance, the company may pay for said loss in money, or may:
(a) repair or replace the damaged or stolen property, or
(b) return at its expense any stolen property to the **named insured**, with payment for any resultant damage thereto, at any time before the loss is so paid or the property is so replaced, or
(c) take all or any part of the damaged or stolen property at the agreed or appraised value,
but there shall be no abandonment to the company.

3. **Appraisal**
If the **named insured** and the company fail to agree as to the amount of loss, either may, within 60 days after proof of loss is filed, demand an appraisal of the loss. In such event the **named insured** and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The **named insured** and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.
The company shall not be held to have waived any of its rights by any act relating to appraisal.

4. **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 this insurance nor until 30 days after proof of loss is filed and the amount of loss is determined as provided in this insurance.

5. **Other Insurance**
If the **named insured** has other insurance against a loss covered by this insurance, the company shall not be liable under this insurance for a greater proportion of such loss than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such loss; provided, however, with respect to any **covered automobile** newly acquired during the policy period and not described in the schedule, this insurance shall not apply to any loss against which the **named insured** has other valid and collectible insurance.

6. **No Benefit to Bailee**
None of the provisions of this insurance shall inure directly or indirectly to the benefit of any carrier or other bailee for hire.

7. **Terms of Insurance Conformed to Statute**
Terms of this insurance which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes.

AUTHENTICATED

241b. PERSONAL INJURY PROTECTION ENDORSEMENT

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

This endorsement forms a part of Policy No. GLA1803097RA 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) New York, New York and is effective from September 30, 1985
(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 in Composite Rate

Description of Insured Motor Vehicles
(Check appropriate block)

- [X] 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.

CP 00 10 (Ed. 10-75)

COVERAGE PART

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

A 128 (Ed. 10-75)

For attachment to Policy No. GLA 180 30 97 RA 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	As thousand dollars each person	Per thousand dollars each occurrence	$ 19,713
D—Property Damage Liability	Endt thousand dollars each occurrence	TX 03-24	$ 13,142
Form numbers of endorsements attached at issue			$
		Total Advance Premium	$ 32,855

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		
As Per Composite Rate Endorsement #3						S 13,354 E 6,359	8,903 4,239
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	
3. Non-Owned Automobiles—Premium Basis—Total Number of Employees At All Locations							
Total Number of Employees At All Locations							
					Total Advance B.I. and P.D. Premiums	$ 19,713	$ 13,142

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 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 1164
(Ed. 1-80)

For attachment to Policy No. GLA 180 30 97RA 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	500,000 thousand dollars each person	thousand dollars each occurrence	$ Included
	Property Damage	CSL thousand dollars each occurrence		$ Included

Form numbers of endorsements attached at issue

$

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.

This 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 of 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;

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but the term "**insured motor vehicle**" shall not include

(i) an automobile while used as a public or livery conveyance unless such use is specifically declared and described in the policy,

(ii) an automobile while being used without the permission 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 responsibility 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 for inspection the property damaged as a result of any occurrence for which claim 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 legally to be legally responsible for the **bodily injury** or **property damage**, and any action against the company, the company may require the **insured** 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 modification 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."

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

LIABILITY

GL 99 17 (Ed. 03 81)

L 6108
(Ed. 3-81)

AMENDMENT — LIMITS OF LIABILITY

(Single Limit)

(Individual Coverage Aggregate Limit)

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
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective September 30, 1985 (12:01 A.M. Standard Time) forms a part of policy No. GLA 180 30 97 RA

issued to The O'Brien Corporation

by National Union Fire Insurance Company of Pittsburgh, Pa.

Authorized Representative

SCHEDULE

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

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**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows.

Bodily Injury Liability and Property Damage Liability:

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

(b) Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all **bodily injury** and **property damage** which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement 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) if Products — Completed Operations insurance is afforded, all **bodily injury** and **property damage** included within the **completed operations hazard** and all **bodily injury** and **property damage** included within the **products hazard**;

(4) if Contractual Liability Insurance is afforded, all **property damage** for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

(i) to the **property damage** described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the **named insured**;

(ii) to the sum of the damages for all **bodily injury** and **property damage** described in subparagraph (3), and

(iii) to the **property damage** described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the **named insured**.

(c) 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 condition shall be considered as arising out of one **occurrence**.

AUTHENTIC

OBR 0001168

ENDORSEMENT #1

This endorsement, effective 12:01 A. M September 30, 1985 forms a part of

Policy No GLA 180 30 97 RA issued to The O'Brien Corporation

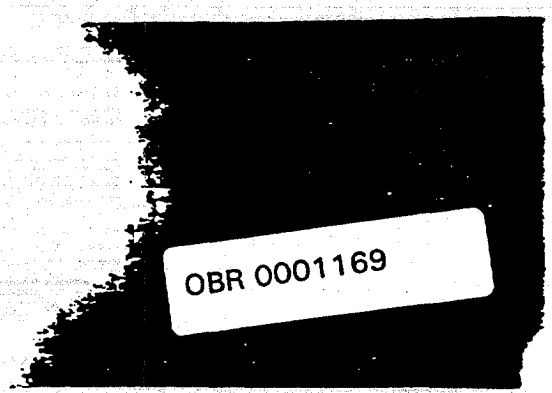
By National Union Fire Insurance Company of Pittsburgh, Pa.

NAMED INSURED

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



ENDORSEMENT #2

This endorsement, effective 12:01 A. M. September 30, 1985 forms a part of policy No. GLA 180 30 97 RA issued to The O'Brien Corporation

by National Union Fire Insurance Company of Pittsburgh, Pa.

COMPOSITE RATING PLAN
Premium Endorsement

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

When used as a premium basis:

COMPREHENSIVE GENERAL LIABILITY:

Basis		Rate		Estimated Premium		Deposit Premium	
		BI	PD	BI	PD	BI	PD
135,619,000							
	S)	2.9516	1.9677	400,290	266,860	280,203	186,802
	E)	.5993	.3995	81,270	54,180	81,270	54,180

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

This endorsement is attached to the policy indicated above and is effective on the date stated herein at 12:01 A.M. standard time at the address of the insured as described in the declarations.

James A. Fowler
AUTHORIZED REPRESENTATIVE

ENDORSEMENT #3

This endorsement, effective 12:01 A. M. September 30, 1985 forms a part of policy No. GLA 180 30 97 RA issued to The O'Brien Corporation

by National Union Fire Insurance Company of Pittsburgh, Pa.

COMPOSITE RATING PLAN
Premium Endorsement

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

When used as a premium basis:

TEXAS AUTOMOBILE

Basis		Rate		Estimated Premium		Deposit Premium	
		BI	PD	BI	PD	BI	PD
49 Units							
	S)	389.3388	259.5592	19,078	12,718	13,354	8,903
	E)	129.7714	86.5143	6,359	4,239	6,359	4,239

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

This endorsement is attached to the policy indicated above and is effective on the date stated herein at 12:01 A.M. standard time at the address of the insured as described in the declarations.

James F. Fuller
AUTHORIZED REPRESENTATIVE

OBR 0001171

49 TOC 000098

#4

ENDORSEMENT

This endorsement, effective 12:01 A. M. September 30, 1985 forms a part of Policy No. GLA 180 30 97 RA 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	$ 5,000 Each Occurrence

PREMIUM COMPUTATION

Est. No. of Employees	Rate Per Employee	Advance Premium
As on File with the Company	First 5,000 _____	$ Included in
	Next 5,000 _____	$ Composite Rate
	Over 10,000 _____	$
	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.

EXCLUSIONS

This endorsement does not apply to:

1. any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation,
2. bodily injury to or sickness, disease or death, of any person, or to injury to or destruction of any tangible property, including the loss of use thereof;
3. any claim for failure of performance of contract by an insurer;
4. any claim based upon the Insured's failure to comply with any law concerning workmen's compensation, unemployment insurance, social security or disability benefits;
5. any claim based upon:
   (a) failure of stock to perform as represented by an Insured;
   (b) advice given by an Insured to an employee to participate or not to participate in stock subscription plans.
6. all sums which the Insured shall become legally obligated to pay as loss because of any Breach of Fiduciary Duty (as defined below) or because of any Breach of Fiduciary Duty by any other person for which the Insured is legally responsible and arising out of the Insured's activity as a fiduciary of any Plan covered by this endorsement. The term "Breach of Fiduciary Duty" shall mean the violation of any of the responsibilities, obligations of duties imposed upon fiduciaries by the EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 or amendments thereto with respect to any Plan covered by this endorsement.
7. any claim made against the Insured based on or attributable to any failure or omission on the part of the Insured to effect and maintain insurance or bonding for Plan Property or Assets.

CONDITIONS

1. **Application of this Endorsement**

   This endorsement applies to damages resulting from claim or suit brought against the Insured during the endorsement period, provided the Insured, at the effective date of this endorsement, had no knowledge or could not have reasonably foreseen any circumstances which might result in a claim or suit.

2. **Limits of Liability**

   Regardless of the number of (a) Insureds under under this policy (b) persons who sustain damage, or (c) claims made or suits brought for such damage, the limit of liability stated in the Additional Declarations as applicable to "each occurrence" is the limit of this Company's liability for all damages incurred on account of any claim covered hereunder; the limit of liability stated in the Additional Declarations as "annual aggregate" is, subject to the above provision respecting each claim, the total limit of this Company's liability for all claims covered hereunder and occurring during each annual period this endorsement is in force.

3. **Premium**

   The premium stated in the Additional Declarations is an estimated premium only. Upon termination of each annual period of this endorsement the Insured, on request, will furnish this Company a statement of the total number of employees at the end of the period. The earned premium shall be computed on the average of the number of employees at the end of the coverage period and that stated in the Additional Declarations. If the earned premium thus computed exceeds the estimated premium paid, the Insured shall pay the excess to this Company; if less, this Company shall return to the Insured the unearned portion paid by such Insured.

4. **Deductible**

   The deductible amount indicated in the Additional Declarations shall be subtracted from the total amount of all sums which this Company is obligated to pay or incur on behalf of the Insured on account of each occurrence. This Company shall be liable only for the difference between each deductible amount and the limit of this Company's liability for each occurrence as stated in the Additional Declarations. The terms of this endorsement including those with respect to notice of claim or suit and this Company's right to investigate and negotiate any such claim or suit, apply irrespective of the application of the deductible amount.

5. **Other Insurance**

   With respect to negligent acts, errors or omissions which occur prior to the effective date of this endorsement, the insurance hereunder shall apply only as excess insurance over any other valid and collectible insurance and shall then apply only in the amount by which the applicable limit of liability of this endorsement exceeds the sum of the applicable limits of liability of all such other insurance.

6. **Conformity with Statute**

   Terms of this endorsement which are in conflict with the statutes of the State wherein this endorsement is issued are hereby amended to conform to such statutes.

Authorized Representative

ENDORSEMENT #5

This endorsement effective 12:01 A.M. September 30, 1985 forms a part of

policy no GLA 180 30 97 RA issued to The O'Brien Corporation

by National Union Fire Insurance Company of Pittsburgh, Pa.

It is hereby agreed that coverage is provided for automobiles under this policy.

Authorized Representative

ENDORSEMENT #6

This endorsement effective 12:01 A.M. September 30, 1985 forms a part of

Policy No GLA 180 30 97 RA issued to The O'Brien Corporation

by National Union Fire Insurance Company of Pittsburgh, Pa.

EXCLUSION OF LIABILITY FROM CERTAIN PRODUCTS
SOLVENT BASED CYPRESSIDE COATING SYSTEM

In consideration of the premium charged, this insurance does not apply to property damage included with the products hazard arising out of the "Solvent Based Cypresside Coating System" sold in Masonite Corporation in Laurel, Mississippi.

The Company will not defend any suit against the insured seeking damages on account of property damage included within the products hazard arising out of the above described named insured's product.

James G. Fader

Authorized Representative

ENDORSEMENT #7

This endorsement effective 12:01 A.M. September 30, 1985 forms a part of

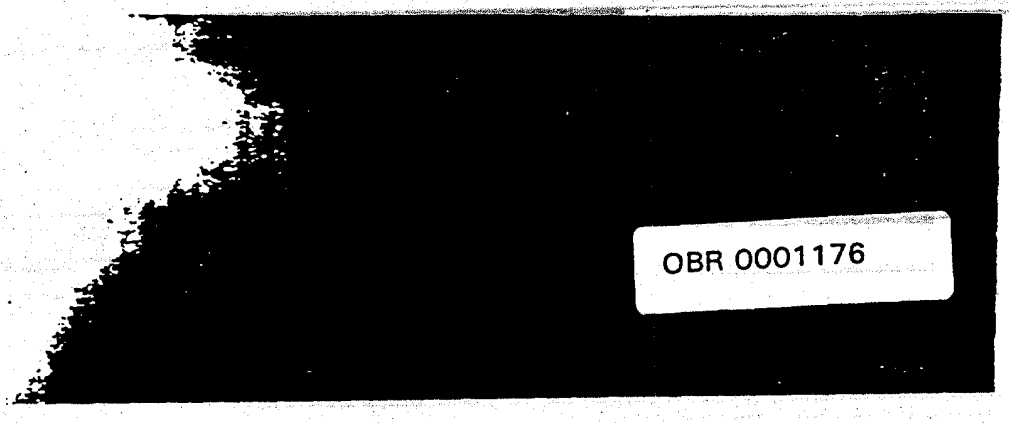
Policy No. GLA 180 30 97 RA issued to The O'Brien Corporation

by National Union Fire Insurance Company of Pittsburgh, Pa.

It is hereby agreed that 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.

James G. Fuller

Authorized Representative



ENDORSEMENT #8

This endorsement, effective 12:01 A. M September 30, 1985 forms a part of

POLICY NO GLA 180 30 97 RA issued to The O'Brien Corporation

BY National Union Fire Insurance Company of Pittsburgh, Pa.

ADDITIONAL INSURED - CONTRACTUAL

It is hereby 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.

James A. Fader

Authorized Representative

OBR 0001177

49 TOC 000104

ENDORSEMENT #9

This endorsement effective 12:01 A. M September 30, 1985 forms a part of

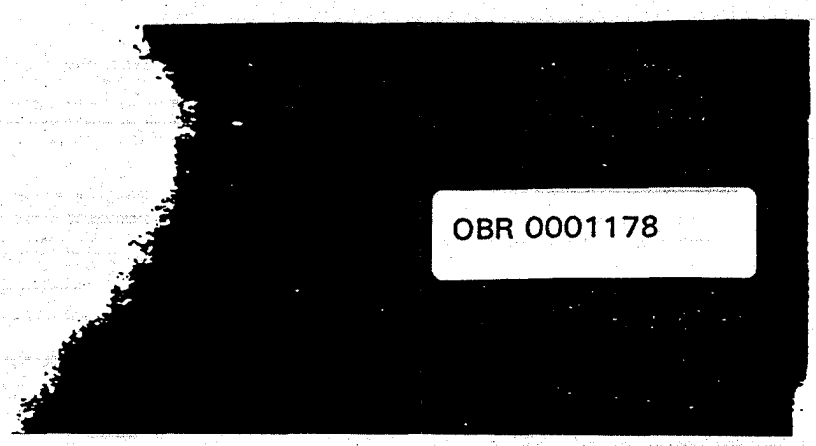
policy No GLA 180 30 97 RA issued to The O'Brien Corporation

by National Union Fire Insurance Company of Pittsburgh, Pa.

It is hereby agreed that exclusions "A" & "C" of the Personal Injury Liability Coverage part (L9288) are deleted.

James G. Fader

Authorized Representative



ENDORSEMENT #10

This endorsement, effective 12:01 A.M. September 30, 1985 forms a part of policy No. GLA 180 30 97 RA 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 to any Federal, State or Local governmental authority, resulting from any suit, action, proceeding or order brought or issued by, or on behalf of such a governmental authority seeking (a) Remedial Action or the costs thereof, (b) damages for injury to, destruction of or loss of natural resources including the costs of assessing such injury, destruction or loss, if such suit, action, 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, injection, 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 or 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.

James F. Fowler
AUTHORIZED REPRESENTATIVE

ENDORSEMENT #11

This endorsement effective 12:01 A.M. September 30, 1985 forms a part of

policy NO GLA 180 30 97 RA issued to The O'Brien Corporation

by National Union Fire Insurance Company of Pittsburgh, Pa.

NOTICE OF OCCURRENCE ENDORSEMENT

When the insured reports the occurrence of any accident to the Compensation carrier insuring their Compensation insurance which later develops into a liability claim, coverage for which is provided by the policy to which this endorsement is attached, failure to report such accident to the company at the time of the occurrence shall not be deemed in violation of general conditions entitled "Notice to the Company" upon the distinct understanding and agreement, however, that the insured just as soon as they are definitely made aware of the fact that the particular accident is a liability case rather than a compensation case, shall give notification of the aforesaid accident to this Company.

Authorized Representative

OBR 0001180

49 TOC 000107

ENDORSEMENT #12

This endorsement, effective 12:01 A.M. September 30, 1985 forms a part of

Policy No GLA 180 30 97 RA issued to The O'Brien Corporation

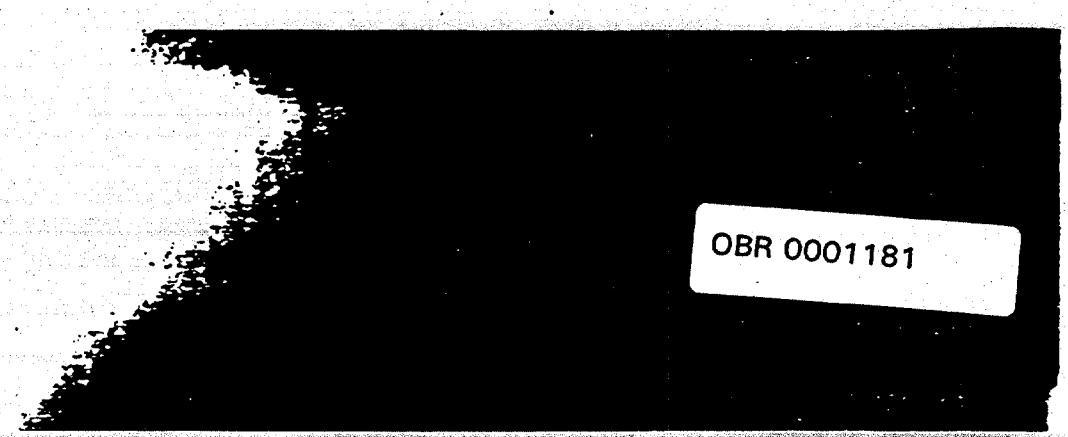
By National Union Fire Insurance Company of Pittsburgh, Pa.

KNOWLEDGE OF OCCURRENCE

It is hereby understood and agreed that knowledge of an occurrence by the agent, servant or employee of the insured shall not in itself constitute knowledge by the insured, unless an executive officer of the insured's corporation shall have received such notice from its agent, servant or employee.

James A. Fowler

Authorized Representative



ENDORSEMENT #13

This endorsement effective 12:01 A.M. September 30, 1985 forms a part of

Policy No GLA 180 30 97 RA issued to The O'Brien Corporation

By National Union Fire Insurance Company of Pittsburgh, Pa.

NOTICE OF CANCELLATION

It is agreed that in the event of cancellation of this policy, the company shall give to the Named Insured at the address indiated in the declarations SIXTY (60) days written notice of such cancellation, except for non-payment of premium, wherein on Ten (10) days notice will be given.

James F. Fowler

Authorized Representative

[redacted]

OBR 0001182

49 TOC 000109