LIBERTY MUTUAL RG2631004174029
1/1/99- 1/1/00

COMMERCIAL GENERAL
LIABILITY DECLARATIONS

LIBERTY MUTUAL.

LIBERTY MUTUAL FIRE INSURANCE COMPANY - BOSTON

Account	Sub-Acct. No
00 41 74	

Policy No.	TD/CD	Sales Office	Code	Sales Representative	Code	N/R	1st Yr. Liab. Pol.
RG2-631-004174-029	14/2	Roseland	324	Athens	8875	2	98

Item 1. Named Insured Millennium Chemicals Inc. and as per Endorsement I

Address P.O. Box 7015
Red Bank, NJ 07701

First Named Insured Millennium Chemicals Inc.

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

Business of the named insured is: Manufacturing

		Mo.	Day	Year		Mo.	Day	Year
Item 2	Policy Period : From	01	01	1999	to	01	01	2000

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

Item 3. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

LIMITS OF INSURANCE

PERSONAL INJURY and PROPERTY DAMAGE LIABILITY	$2,000,000	each occurrence
-FIRE DAMAGE LIMIT (subject to occurrence limit)	$ 100,000	any one fire
-MEDICAL EXPENSE LIMIT(subject to occurrence limit)	$ 5,000	any one person
GENERAL AGGREGATE LIMIT (Other Than Products-Completed Operations)	$4,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	$4,000,000	

Item 4 PREMIUM Classification and Locations	Code. No.	Premium Base Sales	Rates Per $1,000 Sales	Advance Premiums Code 326 x 327 328
All Operations of the Named Insured	20450			See Attached Schedule

MINIMUM PREMIUM $ 392. TOTAL ADVANCE PREMIUM $ 51,328.

The premium for this policy is payable $ in advance, $ on first anniversary, and $ on the second anniversary.

Audit Basis: ☐ At Expiration ☐ Annual ☐ Semi-Annual ☒ Quarterly ☐ Monthly ☐ Flat Charge

The Declarations are completed on the attached schedules designated Item 4 Declarations Extension Schedules

This policy, including all endorsements issued herewith, is hereby countersigned by ....
*N*1L25*
Authorized Representative

Loc. Code	Typed db	Periodic Payment	Rating Basis	Audit Basis	Home State	Pol. H.G. S-	Renewal of
6	2/12		NR	9	MD		RG2-028

NRD 206 R1 RG 01 87

GLD052698
0049-GLD-000052698

SCHEDULE OF FORMS AND ENDORSEMENTS

FORM NUMBER	FORM NAME	ENDORSEMENT NO.
NRD 206 R1 RG 01 87	Commercial General Liability Declarations	
NRD 433 RG/RH	Item 4 Declarations Extension Schedule	
BS 1060	Notice To Policyholder	
NRD 201 RG R9 05 97	General Amendatory Endorsement	1
102	Pollution Liability Coverage Extension	2
LG 6032 (9-97)	Composite Rating Plan	3
NRD 123 (LG-RG)	Deductible Liability Insurance	4
NRD 441.00 RG/RH 01 86	Employee Benefits Liability Insurance	5
NRD 215 RG 07 96	Amendatory Endorsement	6
NRD 203 R4 RG 08 01 94	Advertising Offense Coverage Endorsement	7
IL 00 21 11 94	Nuclear Energy Liability Exclusion	8
NRD 442 (01 86)	Asbestos Exclusion Endorsement	9
CG 21 47 10 93	Employment-Related Practices Exclusion	10
2272 R3 5-1-77	Special Premium Discount Endorsement	11
102	Notice Of Cancellation	12
CG 24 04 10 93	Waiver Of Transfer Of Rights Of Recovery	13
102	Claim Reporting Requirement	14
102	Unintentional Errors & Omissions	15
102	Amendatory Endorsement	16
102	Amendatory Endorsement	17
CG 20 15 11 88	Additional Insured - Vendors	18
IL 02 08 04 98	NJ Changes - Cancellation/Non Renewal	19
CG 26 20 10 93	NJ Changes - Loss Information	20
NRD 207 RG R4 07 96	Commercial General Liability Coverage Form	
LEW 53 R1	Backer	

Item 4 *Declarations Extension Schedule*

Classification and Locations	Code No.	Premium Base	Rates	Advance Premium
		Sales	Per $1,000 Sales	Code 326☒ 327☐ 328☐
All Operations of the Named Insured	20450	967,766,000	AE) .065 DE) .108	62,904. 104,519.
A/O Frozen Premium Discount 10.3%				
Deductible Handling Expense				22,888. 301
Pollution Liability End. 2			Flat Charge	15,000.
			Total	205,311.
			Deposit	51,328.
AE) Administrative Expense DE) Discounted Excess				
M = Minimum Premium				

NRD433 RG/RH
For Attachment to
Policy: RG2-631-004174-029

LIBERTY MUTUAL.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTICE TO POLICYHOLDERS

Dear Policyholder:

Your General Liability renewal policy is attached.

"Please note that your renewal policy includes an Employment-Related Practices Exclusion endorsement, number CG 21 47 (CG 26 39 for Texas). The endorsement clarifies that your renewal policy does not provide coverage for "bodily injury" or "personal injury" arising out of certain employment-related practices. Please read this endorsement carefully."

If you have any questions about this endorsement, contact your Liberty Mutual Sales Representative.

BS 1060

LIBERTY MUTUAL.
FIRE INSURANCE COMPANY
Boston, Massachusetts

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. **Insuring Agreement.**

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

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

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

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

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

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

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

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

2. **Exclusions**

This insurance does not apply to:

a. **Expected or Intended Injury**

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

b. **Contractual Liability**

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

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for , or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Liquor Liability**

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

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

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

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

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

d. **Workers' Compensation and Similar Laws**

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

e. **Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

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

This exclusion applies:

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

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

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

f. **Pollution**

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

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

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

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

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

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

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

Subparagraphs (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

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

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

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

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

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

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

g. **Aircraft, Auto or Watercraft**

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

This exclusion does not apply to:

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

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

(a) Less than 26 feet long; and

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

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

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

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V.11.).

h. **Mobile Equipment**

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

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

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

i. **War**

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

j. **Damage to Property**

"Property damage" to:

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

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

(3) Property loaned to you;

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

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

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

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

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

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

k. **Damage to Your Product**

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

l. **Damage to your Work**

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

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

m. **Damage to Impaired Property or Property Not Physically Injured**

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

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

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

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

n. **Recall of Products, Work or Impaired Property**

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

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

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. **Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

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

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

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

b. This insurance applies to:

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

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

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

2. **Exclusions.**

This insurance does not apply to:

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

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

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

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

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

(5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

b. "Advertising injury" arising out of:

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

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

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

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

c. Any loss, cost or expense arising out of any:

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

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

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

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement.

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

(1) On premises you own or rent;

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

(3) Because of your operations;

provided that:

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

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

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

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

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

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

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

2. Exclusions.

We will not pay expenses for "bodily injury":

a. To any insured.

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

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

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

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

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

g. Excluded under Coverage A.

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

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.

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

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

4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $250 a day because of time off from work.

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

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

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

   These payments will not reduce the limits of insurance.

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) agrees in writing to:

(a) cooperate with us in the investigation, settlement or defense of the "suit";

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

(c) notify any other insurer whose coverage is available to the indemnitee; and

(d) cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) provides us with written authorization to:

(a) obtain records and other information related to the "suit"; and

(b) conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2.b. (2) of Coverage A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages), such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company) or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above;

(c) For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

   a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

   b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

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

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

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

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits."

2. The General Aggregate Limit is the most we will pay for the sum of:

   a. Medical expenses under Coverage C;

   b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

   c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage A; and

   b. Medical expenses under Coverage C

   because of all "bodily injury" and "property damage" arising out of any one "occurrence."

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy.**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim or Suit.**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

      (1) How, when and where the "occurrence" or offense took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. If a claim is made or "suit" is brought against any insured, you must:

      (1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

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

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

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

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

3. **Legal Action Against Us.**

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

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

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

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

4. **Other Insurance.**

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

a. **Primary Insurance**

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

b. **Excess Insurance**

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

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

(2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

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

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

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

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

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

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

c. **Method of Sharing**

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

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

5. **Premium Audit.**

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

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

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

6. **Representations.**

By accepting this policy, you agree:

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

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

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

7. **Separation Of Insureds.**

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

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

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

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

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

9. **When We Do Not Renew.**

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

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

10. **Cancellation.**

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

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

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

11. **Changes.**

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

12. **Examination Of Your Books And Records.**

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

13. **Inspections And Surveys.**

We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

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

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

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

14. **Premiums.**

The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

15. **Transfer Of Your Rights And Duties Under This Policy.**

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

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

SECTION V - DEFINITIONS

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

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

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

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

   d. Infringement of copyright, title or slogan.

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

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

4. "Coverage territory" means:

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

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

   c. All parts of the world if:

      (1) The injury or damage arises out of:

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

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

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

5. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

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

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

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

   if such property can be restored to use by:

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

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

8. "Insured contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damages by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

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

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

   e. An elevator maintenance agreement;

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

   Paragraph f. does not include that part of any contract or agreement:

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

   (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

      (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

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

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

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

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

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

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

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

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

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

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

c. Vehicles that travel on crawler treads;

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

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

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

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

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

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

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

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

(1) Equipment designed primarily for:

(a) Snow removal;

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

(c) Street cleaning;

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

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

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

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

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

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

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

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

14 "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

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

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

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

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

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

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

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

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

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products - completed operations are subject to the General Aggregate Limit.

15. "Property damage" means:

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

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

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

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

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

17. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

18. "Your product" means:

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

(1) You;

(2) Others trading under your name; or

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

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

"Your product" includes:

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

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

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

19. "Your work" means:

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

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

"Your work" includes:

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

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

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company

Barry S. Hilton
SECRETARY

Edmund F Kelly
PRESIDENT

The policy, including all Endorsements issued therewith, is hereby countersigned by

Authorized Representative

ISSUED TO Millennium Chemicals, Inc., Etal

POLICY NO: RG2-631-004174-029 TD 14/2

EXPIRES January 1, 2000

LIBERTY MUTUAL®

FIRE INSURANCE COMPANY
Boston, Massachusetts

THIS POLICY IS CLASSIFIED
IN DIVIDEND CLASS V

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Fire Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at the home office, Boston, Massachusetts, on the second Wednesday of April in each year, at eleven o'clock in the morning.

This policy is nonassessable.

LEW 53 R1

GENERAL AMENDATORY ENDORSEMENT
(Occurrence Form)

A. AMENDMENT - NAMED INSURED

1. The term "Named Insured" includes in addition to the person or organization designated in the Declarations as the "First Named Insured":

   a. See Attached Schedule

      but only while the First Named Insured owns, during the policy period, an interest therein of more than 50% (fifty percent); and

   b. subject to 1.a. above, any other organization (except for a partnership, joint venture or limited liability company) incorporated or organized under the laws of the United States of America or its states, territories or possessions, Puerto Rico, Canada or its provinces, but only while the First Named Insured or any of the Named Insureds in 1.a. above owns, during the policy period, an interest therein of more than 50%. But:

      None of the above-designated persons or organizations is a Named Insured with respect to:

      (1) Injury within subdivision a. of the definition of "personal injury" (that is, "bodily injury") or "property damage" that occurred, or

      (2) Injury within subdivisions b. or c. of the definition of "personal injury" caused by an offense or a series of related offenses committed,

      prior to the ownership interests described in Item 1. above.

      A partnership, joint venture or limited liability company is not a Named Insured unless it is shown in 1.a. above. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in 1.a. above.

2. Paragraph 4. of SECTION II - WHO IS AN INSURED is deleted.

3. a. The First Named Insured is authorized to act and agrees to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance afforded by the policy.

   b. Each Named Insured is jointly and severally liable for all premiums due under this policy and for any other financial obligations of any Named Insured to us arising out of any agreements contained in this policy, and paragraph a. of Condition 14. "Premiums" is amended accordingly.

B. EXCLUSION - ADVERTISING INJURY; AMENDMENT - PERSONAL INJURY

1. Coverage B. PERSONAL AND ADVERTISING INJURY LIABILITY (and all references thereto in this policy) is deleted.

2. The term "bodily injury" is replaced by the term "personal injury" throughout the policy except:

SCHEDULE

Millennium Chemicals Inc.
Millenium Petrochemicals Inc.
Millennium Inorganic Chemicals Inc.
Millennium Specialty Chemicals Inc.
Millennium America Holdings Inc.

a. In Exclusions a. and e. (and all references thereto) of COVERAGE A,

b. In "Amendment - Excess Employers Liability Insurance," and

c. In the definitions of "bodily injury" and "personal injury."

3. The following is added to the DEFINITIONS section:

"Personal injury" means:

a. "Bodily injury";

b. Injury to the feelings or reputation of a natural person, except for injury within the definitions of "bodily injury" or "property damage"; and

c. Injury to intangible property sustained by any organization as the result of a "covered offense."

"Covered offense" means:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies;

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

(5) Oral or written publication of material that violates a person's right of privacy.

4. Paragraph 2. Exclusions of Coverage A. (except exclusions a., e. and f.) applies to the insurance provided under subdivisions b. and c. of "personal injury." The following additional exclusions also apply to that insurance:

(a) Injury arising out of advertising, publishing, broadcasting or telecasting done by or for the insured;

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

(c) Injury arising out of oral or written publication of material whose first publication took place before the beginning of the policy period (except for injury to which paragraph 6. "Stop Gap" Coverage for Renewal Insureds Only applies);

(d) Injury arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;

(e) Injury to an employee while employed in violation of law with the actual knowledge of the insured or the actual knowledge of any "executive officer" of the insured; or

(f) Injury arising out of an offense committed by or at the direction of the insured for the purpose of causing injury.

(g) Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

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

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

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

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

5. Paragraph 12. of the DEFINITIONS section is replaced by the following;

12. "Occurrence" means:

(a) with respect to injury within subdivision a. of the definition of "personal injury" (that is, "bodily injury") or "property damage," an accident, including continuous or repeated exposure to substantially the same general harmful conditions;

(b) with respect to injury within subdivision b. of the definition of "personal injury", the commission of one or a related series of acts (including but not limited to a series of oral or written publications of the same or similar material) during the policy period;

(c) with respect to injury within subdivision c. of the definition of "personal injury," the commission of one or a related series of "covered offenses" during the policy period.

6. "Stop gap" coverage for renewal insureds only:

Explanatory Note.

This policy applies to injury within subdivisions b. and c. of the definition of "personal injury" only if caused by one or a related series of covered acts or offenses committed during the policy period. If your prior policy(ies) written by us included our General Amendatory Endorsement, then they applied to such injury that occurred during the policy period, regardless of when the act of offense was committed. Therefore:

Limited "Stop Gap" Coverage

If injury within subdivisions b. or c. of this policy's definition of "personal injury" (and not otherwise excluded) occurs during the policy period, but arises from one or a related series of covered acts or offenses (as defined by this policy) which were committed during the term of your prior policy written by us, this policy will apply to such injury; but: only if your prior policy does not apply.

7. Explanatory Note on Limits of Insurance:

For the purpose of determining the Limits Of Insurance, the following is added to SECTION III - LIMITS OF INSURANCE:

All injury within subdivision a. of the definition of "personal injury" (that is "bodily injury") and "property damage" arising out of continuous or repeated exposure to substantially the same general harmful conditions will be considered as the result of one and the same "occurrence."

C. AMENDMENT - REASONABLE FORCE

Exclusion a. of COVERAGE A is replaced by the following:

a. Expected or Intended Injury

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

D. AMENDMENT - CONTRACTUAL LIABILITY

1. Paragraph 8 of the DEFINITIONS section is replaced by the following:

8. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;

d. Any other easement agreement;

e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;

f. An elevator maintenance agreement; or

g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "personal injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "personal injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. But:

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

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

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

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

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

c. That indemnifies any person or organization for "property damage" to real or personal property owned by, rented to, or used by such person or organization arising out of work or operations performed for you;

d. Under which you agree to pay any fines, penalties, liquidated damages, or any amounts in excess of such compensatory damages as would be recoverable therefor in an action of tort;

e. That indemnifies an "employee" of the insured for "personal injury" or "property damage" sustained by any other "employee" of the insured arising out of and in the course of employment by the insured or while performing duties related to the conduct of the insured's business; or

f. That indemnifies an "employee" of the insured for any amounts or benefits because of "personal injury" that exceed any obligation of the insured under a Workers' Compensation, disability benefits or unemployment compensation law or any similar law.

2. We will defend any claim made or "suit" brought against the "indemnitee" under an "insured contract" which you are required to defend by the specific terms of such "insured contract," but only to the same extent and on the same terms that we would defend if the "indemnitee" were the insured under the policy, and then only if all of the following conditions are satisfied: (1) the claim or "suit" seeks damages for which the "indemnitee" is legally entitled to indemnification under the "insured contract," (2) the policy covers such damages, and (3) the applicable Limit of Insurance with respect to such damages has not been exhausted by payment of judgments or settlements. "Indemnitee" means the person or organization whose liability you have assumed under an "insured contract."

3. Nothing in this Amendment D. shall supersede any limitation imposed by A. Amendment - Named Insured, with respect to who is a "Named Insured" under this policy.

E. DELETION OF EXCLUSION - LIQUOR LAW LIABILITY

Exclusion c. of COVERAGE A is deleted.

F. AMENDMENT - EXCESS EMPLOYER'S LIABILITY INSURANCE

1. Exclusion e. of COVERAGE A relating to "bodily injury" to any "employee" of the insured or to the spouse, child, parent, brother or sister of that "employee" does not apply to any "bodily injury" to which primary Employers Liability Insurance written by us applies, or would apply but for exhaustion of policy limits.

The insurance provided under this Section F., is excess over:

a. The total amount provided by such primary Employers Liability Insurance written by us that is available to the Named Insured for damages because of such injury; and

b. The total of all deductible and retained amounts under such primary insurance.

The insurance provided under this Section F. is conditioned upon the existence of primary Employers Liability Insurance written by us and shall not apply to "bodily injury" by accident or "bodily injury" by disease which is not covered under primary Employer's Liability Insurance written by us. But:

This insurance does not apply to:

(1) Any claim brought under the laws of:

 (a) California, New Jersey, New York, or Missouri; or

 (b) Any other state which now or during the term of this policy prohibits by law the establishment of limits of liability applicable to Employers Liability Insurance, but only if the claim results from:

  (i) "bodily injury" by accident which occurs after such law becomes effective; or

  (ii) "bodily injury" by disease where the "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury" by disease occurs after such law becomes effective.

(2) Liability assumed under an "insured contract" or any other contract or agreement;

(3) Punitive or exemplary damages because of "bodily injury" to an "employee" employed in violation of law;

(4) "Bodily injury" to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers";

(5) Any obligation imposed by a Workers' Compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;

(6) "Bodily injury" intentionally caused or aggravated by you;

(7) "Bodily injury" occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

(8) Damages arising out of the discharge of, coercion of, or discrimination against any "employee" in violation of law;

(9) "Bodily injury" covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of an other insurance clause, deductible or limitation of liability clause, or any similar clause;

(10) Your duty to provide transportation, wages, maintenance and cure.

2. The limits of our liability for this excess insurance are shown in the schedule below. They apply as follows:

   a. "Maritime Coverage"

      (1) Bodily Injury by Accident. The limit shown for "bodily injury by accident-annual aggregate" is the most we will pay for all damages covered by "Maritime Coverage" and arising out of "bodily injury" by accident, regardless of the number of "employees" who sustain "bodily injury" by accident. The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by "Maritime Coverage" because of "bodily injury" to one or more "employees" in any one accident.

      A disease is not "bodily injury" by accident unless it results directly from "bodily injury" by accident.

      (2) Bodily Injury by Disease. The limit shown for "bodily injury by disease-annual aggregate" is the most we will pay for all damages covered by "Maritime Coverage" because of "bodily injury" by disease to one or more "employees". The limit applies separately to "bodily injury" by disease arising out of work in each state. "Bodily injury" by disease will be deemed to occur in the state of the vessel's home port.

   "Bodily injury" by disease does not include disease that results directly from a "bodily injury" by accident.

   "Maritime Coverage" means coverage for "bodily injury" to a master or member of the crew of a vessel.

   b. Other than "Maritime Coverage"

      (1) Bodily Injury by Accident. The limit shown for "bodily injury by accident-annual aggregate" is the most we will pay for all damages covered by this insurance other than "Maritime Coverage" and arising out of "bodily injury" by accident, regardless of the number of "employees' who sustain "bodily injury" by accident. The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance other than "Maritime Coverage" because of "bodily injury" to one or more "employees" in any one accident.

      A disease is not "bodily injury" by accident unless it results directly from "bodily injury" by accident.

      (2) Bodily injury by Disease. The limit shown for "bodily injury by disease-annual aggregate" is the most we will pay for all damages covered by this insurance other than "Maritime Coverage" and arising out of "bodily injury" by disease, regardless of the number of "employees" who sustain "bodily injury" by disease. The limit shown for "bodily injury by disease-each employee" is the most we will pay for all damages covered by this insurance other than "Maritime Coverage" because of "bodily injury" by disease to any one "employee."

   "Bodily injury" by disease does not include disease that results directly from a "bodily injury" by accident.

c. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

SCHEDULE - LIMITS OF LIABILITY

"MARITIME COVERAGE":

"Bodily Injury" by Accident	$ 0	annual aggregate
	$ 0	each accident
"Bodily Injury" by Disease	$ 0	annual aggregate

OTHER THAN "MARITIME COVERAGE":

"Bodily Injury" by Accident	$ 0	annual aggregate
	$ 0	each accident
"Bodily Injury" by Disease	$ 0	annual aggregate
	$ 0	each "employee"

G. AMENDMENT - COVERAGE FOR BODILY INJURY TO CO-EMPLOYEES

1. Coverage

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) are insureds with respect to injury within subdivision a. of the definition of "personal injury" (that is "bodily injury"):

(a) to you

(b) to your partners or members (if partnership or joint venture)

(c) to your members (if you are a limited liability company)

(d) to a co-"employee" while that co- "employee" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you.) But:

This coverage for your "employees" does not apply:

(1) To injury within subdivisions b. and c. of the definition of "personal injury."

(2) To acts outside the scope of their employment by you (which employment includes participation in any recreational activities sponsored by you).

(3) In excess of the Limits of Insurance designated in Item 3 below.

(4) To the providing of or failure to provide professional health care services.

2. **Amendment - Who is an Insured.**

Subparagraph 2. a. (1), (a), (b) and (c) of SECTION II - WHO IS AN INSURED does not apply to injury within subdivision a. of the definition of "personal injury" (that is, "bodily injury") for which insurance is provided by this Amendment G, but solely to the extent of the Limits of Insurance designated in Item 3 below.

3. Limits of Insurance.

   a. Sublimit Each Occurrence. This insurance is subject to a sublimit of:

      $____________________each occurrence.

      This sublimit is subject to the Each Occurrence Limit shown in the Declarations; it is not in addition to the Each Occurrence Limit.

      If a sublimit is not designated above, the applicable limit is the Each Occurrence Limit shown in the Declarations.

   b. Aggregate. This insurance is subject to the General Aggregate Limit shown in the Declarations.

H. AMENDMENT - PROFESSIONAL HEALTH CARE SERVICES BY EMPLOYEES

1. Coverage.

Any "employee" of the Named Insured who is a "designated health care provider" is an insured under this policy with respect to "personal injury":

   a. Which arises out of the providing of or failure to provide professional health care services; and

   b. Which occurs in the course of and within the scope of such "employee's" employment by the Named Insured; but

Solely to the extent of the Limits of Insurance designated in Item 3 below.

"Designated health care provider" means any "employee" of yours who provides professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

2. Amendment - Who is an Insured.

Subparagraphs 2. a. (1) of SECTION II - WHO IS AN INSURED do not apply to the insurance provided by this amendment, but solely to the extent of the Limits of Insurance designated in Item 3 below.

3. Limits of Insurance.

   a. Sublimit Each Occurrence. This insurance is subject to a sublimit of:

      $____________________ each occurrence.

This sublimit is subject to the Each Occurrence Limit shown in the Declarations; it is not in addition of the Each Occurrence Limit.

If a sublimit is not designated above, the applicable limit is the Each Occurrence Limit shown in the Declarations.

b. Aggregate. This insurance is subject to the General Aggregate Limit shown in the Declarations.

4. Exclusions.

This insurance does not apply to:

a. Liability assumed under an "insured contract" or any other contract or agreement;

b. Liability arising out of the providing of professional health care services in violation of law;

c. Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;

d. Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or

e. Punitive or exemplary damages, fines or penalties.

I. LIMITATION - PARKING AN AUTO

Subparagraph (3) of Exclusion g. of COVERAGE A is deleted.

J. AMENDMENT - MOBILE EQUIPMENT

Exclusion h. (2) of COVERAGE A is deleted.

K. EXCLUSION - DISCRIMINATION

This insurance does not apply to:

Damages arising out of unlawful discrimination.

L. AMENDMENT - BLANKET ADDITIONAL INSURED

Section II - WHO IS AN INSURED is amended to include as an insured any person, organization, state or other political subdivision, trustee or estate for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "personal injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;

2. Applies only to coverage and limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and

3. Does not apply to any person, organization, state or other political subdivision, trustee or estate for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

M. AMENDMENT - NON-CUMULATION OF LIMITS (SAME OCCURRENCE)

The following paragraph is added to Item 5 of Section III - LIMITS OF INSURANCE:

If one "occurrence" causes "bodily injury", "personal injury" and/or "property damage" during this policy period and during the policy period of one or more prior and/or future policy(ies) that include(s) a commercial general liability coverage form issued to you by us, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us under the other policy(ies) because of such "occurrence."

N. LIMITATION - OTHER INSURANCE

1. With respect to loss for which coverage is provided by this General Amendatory Endorsement, unless otherwise stated below or elsewhere in this Endorsement:

   This policy does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

2. With respect to "Amendment - Blanket Additional Insured," the following provisions apply:

   a. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person, organization, state or other political subdivision (for whom the insured has agreed in writing to provide such insurance) has available other valid and collectible insurance.

   b. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.

3. With respect to coverage provided by "Amendment - Contractual Liability", "Amendment - Coverage For Bodily Injury To Co-Employees", and "Amendment - Professional Health Care Services By Employees", we will deem our policy to be primary regardless of whether any other valid and collectible insurance is available to the insured, and Item 4. Other Insurance of SECTION IV of this policy will not apply.

4. With respect to coverage available to you as an additional insured under another policy the following is added under item 4.b. Other Insurance of SECTION IV of the policy:

   (4) This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis that is valid and collectible insurance available to you as an additional insured.

O. AMENDMENT - FOREIGN COVERAGE

1. Amended Definition - Coverage Territory.

   Paragraph 4.c. of the DEFINITIONS section is replaced by the following:

   c. Anywhere in the world, except with respect to injury or damage arising out of your "foreign based operations." As used herein, "foreign based operations" means:

      (1) construction, fabrication, erection or installation operations outside the territory described in a. above;

      (2) the manufacturing of goods or products outside the territory described in a. above; or

      (3) the sale or distribution of goods manufactured outside the territory described in a. above at or from locations outside the territory described in a. above.

2. Investigation, Defense, Settlement - Foreign Claims or Suits.

   The insured under our supervision shall investigate, defend or settle any claim or "suit" brought in any country where we are prevented by law from carrying out this agreement.

   We will reimburse the insured for the reasonable costs of such investigation and defense and, within the applicable limit of insurance, for the amount of any settlement made with our prior written consent.

P. AMENDMENT - DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT.

For purposes of paragraphs a. and b. of Condition 2. of the policy, you refers to an "executive officer" of the insured or to the "employee" designated by the insured to give us notice.

This endorsement is executed by the company below designated by an entry in the box opposite its name

[ ]	LIBERTY MUTUAL INSURANCE COMPANY
[x]	LIBERTY MUTUAL FIRE INSURANCE COMPANY
[ ]	LIBERTY INSURANCE CORPORATION
[ ]	LM INSURANCE CORPORATION
[ ]	THE FIRST LIBERTY INSURANCE CORPORATION

Premium

Effective Date　　　　Expiration Date

For attachment to Policy or Bond No. RG2-631-004174-029

Audit Basis
Issued to

Countersigned by..
Authorized Representative

Issued　　　　Sales Office and No.　　　　End. Serial No. 1

Loc. 6

AMENDATORY ENDORSEMENT

THIS IS DEFENSE WITHIN THE LIMITS COVERAGE. AMOUNTS WE SPEND ON DEFENSE OF CLAIMS AND SUITS WILL REDUCE THE LIMITS OF LIABILITY.

POLLUTION LIABILITY COVERAGE EXTENSION ENDORSEMENT

Limited Off-Site Bodily Injury, Property Damage and Cleanup Costs Pollution Liability Coverage
Limited On-Site Bodily Injury Pollution Liability Coverage

The terms of this endorsement are subject to all of the provisions of the policy not expressly modified in this endorsement. However, Blanket Additional Insured provisions and Additional Insured endorsements that do not specifically refer to this endorsement will not apply to coverage under this endorsement.

NAMED PERIL POLLUTION LIABILITY COVERAGE EXTENSION ENDORSEMENT

I. COVERED NAMED PERILS

For purposes of this endorsement, a Named Peril caused by any other Named Peril will be deemed to be part of the original Named Peril.

If Hostile Fire is listed as a Named Peril, Exclusion f., Pollution, Paragraph 2., Exclusions, of Coverage A (Section I) is amended to delete the Hostile Fire exception.

II. DEFINITIONS

As used in this endorsement:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" does not include mental anguish, emotional distress or similar injury.

"Cleanup costs" means any loss, cost or expense arising out of any:

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

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

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

III. INSURING AGREEMENT

1. a. Subject to b. and d. below, we will pay those sums that the insured becomes legally obligated to pay for:
   (1) Compensatory damages for "bodily injury" or "property damage" arising out of the discharge, release or escape of "pollutants":

(a) From a contained state at any premises, site, or location which is currently owned or occupied by, or rented or loaned to the Named Insured; or

(b) From a contained state at any premises, site, or location on which the Named Insured is performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by the Named Insured; and

(2) "Cleanup costs" that result from a discharge, release or escape of "pollutants" described in (1)(a) and (b) above.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. Coverage provided under this endorsement applies only if:

(1) The original discharge, release or escape of "pollutants" from a contained state is caused by a Named Peril;

(2) The Named Peril commenced during the policy period; and

(3) Release commenced during the policy period and is known by the insured within 24 hours and reported within 30 days of commencement of the release.

c. We have the right and duty to defend any "suit" seeking those sums covered under this endorsement. We may, at our discretion, investigate or settle any claim or "suit" seeking such sums. Our right and duty to defend apply whether or not the sum of amounts paid under a. above and Supplementary Payments exceeds the deductible.

d. (1) The amount we will pay for damages and/or Supplementary Payments is limited as described in SECTION VI, LIMITS OF INSURANCE, below.

(2) Our right and duty to defend or pay defense costs under Supplementary Payments end when we have used up the applicable limit of insurance in the payment of judgments or settlements and/or Supplementary Payments. This applies both to claims and "suits" pending at that time and those filed thereafter. We have the right to withdraw from the defense of any "suit" when we have used up the applicable limit of insurance shown below.

2. Exclusions

a. **Paragraph 2., Exclusions, of Section I, Coverage A,** applies to coverage under this endorsement, except as stated below. Each exclusion in **Paragraph 2. of Coverage A** will apply to "cleanup costs" as well as "bodily injury" and "property damage."

(1) **Exclusion f., Pollution,** of paragraph **2., Exclusions, of Section I, Coverage A,** does not apply to coverage expressly granted by this endorsement.

(2) The following is added to Exclusion j., Damage to Property, of Paragraph 2., Exclusions, of Section I, Coverage A:

If a release, discharge or escape of "pollutants" requires cleanup of property to which this exclusion applies, as well as other property, we will pay only for the "cleanup costs" for the other property.

b. Additionally, this endorsement does not apply to:

(1) "Personal injury";

(2) If hostile fire is not a Named Peril, "bodily injury", "property damage" or "cleanup costs" arising from hostile fire;

(3) Fines, penalties and exemplary or punitive damages;

(4) Any "bodily injury" or "property damage" caused by, or "cleanup costs" resulting from, any discharge, release or escape of "pollutants" that commenced prior to the policy period;

(5) "Bodily injury", "property damage" or "cleanup costs" within the "products-completed operations hazard";

(6) "Bodily injury", "property damage" or "cleanup costs" arising out of the discharge, release or escape of "pollutants" from an underground or underwater storage tank or facility, or any other underground or underwater source; and

(7) Any "bodily injury", "property damage" or "cleanup costs" determined to be covered, in whole or in part, under any other part of the policy, including any other endorsements, to which this endorsement is attached.

IV. DEFENSE WITHIN LIMITS

1. With respect to claims or "suits" to which this endorsement applies, SUPPLEMENTARY PAYMENTS – COVERAGE A AND B of SECTION I – COVERAGES will apply and is amended as follows.

a. Paragraph 1. of SUPPLEMENTARY PAYMENTS is deleted and replaced with:

1. both:

a. fees, salaries and expenses of attorneys, legal interns and paralegals we retain (including our employees); and

b. all other expenses, including but not limited to expenses, fees, and/or any other amounts paid to or for experts and consultants, that we incur;

that are directly allocable to the particular claim or "suit".

b. The last sentence of SUPPLEMENTARY PAYMENTS is replaced by:

ALL SUPPLEMENTARY PAYMENTS MADE PURSUANT TO THIS ENDORSEMENT WILL REDUCE THE LIMITS OF INSURANCE AVAILABLE. However, amounts we pay for the salaries, fees and expenses of (1) independent adjusters we might hire and (2) any of our employees other than those described in 1. a. will not reduce the Limits of Insurance.

2. With respect to claims or "suits" to which this endorsement applies, the following Condition is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

16. Transfer of Duties When the Applicable Limit of Insurance Is Used Up.

a. When a limit of insurance has been used up in the payment of judgments, settlements and/or Supplementary Payments:

(1) We will notify the first Named Insured and any insured against whom a claim or "suit" is pending, in writing, as soon as practicable, that:

(a) Such a limit has been used up, and

(b) Our duty to defend claims and "suits" seeking damages or "cleanup costs" subject to that limit has also ended.

(2) The first Named Insured and any insured against whom a claim or "suit" is pending will, as soon as practicable, arrange for the transfer of control of the defense of all such claims and "suits".

(3) We will assist in, and all insureds must cooperate in, the transfer of control of the defense of all such claims and "suits" seeking damages or "cleanup costs" which are subject to that limit and which are reported to us before that limit is used up.

(4) We will take steps we deem appropriate to avoid a default in, or continue the defense of, such claims or "suits" until the transfer is completed, provided the appropriate insured is cooperating in completing such transfer. The first Named Insured and any insured against whom a claim or "suit" is pending will reimburse us for any expenses we incur (for which expenses each Named Insured and each insured against whom the claim or "suit" is pending are jointly and severally liable) to take such steps on and after the date on which the applicable limit of insurance is used up.

(5) We will take no action whatsoever with respect to any claim or "suit" reported to us after the applicable limit of insurance has been used up.

b. The duty to reimburse us will begin on the date the applicable limit of insurance is used up. The exhaustion of any limit of insurance by the payments of judgments, settlements and/or Supplementary Payments, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

V. LIMITED DEFENSE BY INSURED

The following additional provisions apply if, by mutual agreement or court order, the insured is given the right to assume control of the defense of claims or "suits":

1. SUPPLEMENTARY PAYMENTS is amended to add the following:

   8. Reasonable fees of attorneys, legal interns and paralegals (other than salaries and expenses of the insured's employees) the insured retains to defend a "suit".

2. If any applicable limit of insurance is available for payment of judgments, settlements and/or Supplementary Payments:

   a. We retain the right, at our discretion, to:

      (1) Settle or approve the settlement of any claim or "suit"; or

      (2) Appeal any judgment at our expense.

   b. You and any other involved insured must:

      (1) Continue to comply with paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS as well as the other provisions of this Coverage Part; and

      (2) Direct defense counsel to:

         (1) Furnish us with the information we may request to evaluate claims or "suits" and coverage under this Coverage Part for those claims or "suits"; and

         (2) Cooperate with any counsel we may select to monitor or associate in the defense of those claims or "suits".

VI. LIMITS OF INSURANCE

1. a. SECTION III - LIMITS OF INSURANCE does not apply.

   b. Damages, "cleanup costs" and Supplementary Payments paid under this endorsement shall not reduce the General Aggregate Limit stated in the Declarations and are not subject to the Each Occurrence Limit listed in the Declarations.

   c. The Limits of Insurance and rules below fix the most we will pay regardless of the number of:

      (1) Insureds;

      (2) Claims made or "suits" brought; or

      (3) Persons or organizations making claims or bringing "suits".

2. Named Peril Pollution Liability Coverage Extension Limits of Insurance

3,000,000	Each Occurrence of a Named Peril Limit
3,000,000	Aggregate Limit
250,000.	Deductible

a. The Aggregate Limit is the most we will pay under this endorsement for the sum of all damages paid because of "bodily injury" and "property damage", "cleanup costs" and amounts paid under Supplementary Payments.

b. Subject to the Aggregate Limit, the Each Occurrence of a Named Peril Limit is the most we will pay for the sum of all damages paid for "bodily injury" and "property damage", "cleanup costs" and amounts paid under Supplementary Payments arising out of the occurrence of a Named Peril. A Named Peril caused by any other Named Peril will be deemed to be part of and to have commenced on the same date as the original Named Peril.

c. Effect of Deductible on Limits of Insurance

For each occurrence of a Named Peril, you are obligated to pay the first $ 250,000 of the total of (1) damages paid for "bodily injury" and "property damage", "cleanup costs", and (2) Supplementary Payments.

d. We are obligated to pay only that portion of the total of such damages, "cleanup costs" and defense costs which exceeds such deductible amounts, subject to the limits of insurance set forth in this endorsement. Amount paid by you under paragraph c. will not reduce the Per Occurrence of a Named Peril Limit or the Aggregate Limit listed above.

e. Subrogation

In the event we recover any advance or payment made under this policy by exercising our right of subrogation, the amount so recovered shall first be applied to any payments made by us in excess of the deductible amount; only then shall the remainder of such recovery, if any, be applied to reduce the deductible amount payable or paid by you.

f. Named Insured's Duties

(1) The first Named Insured is authorized to act and agrees to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance afforded by the policy and is responsible for the payment of all Deductible Amounts on behalf of all persons or organizations insured.

(2) Each Named Insured is jointly and severally liable for all Deductible Amounts due under this endorsement.

g. Other Rights and Duties

We have the right and duty to defend any claim or "suit" seeking damages to which this policy applies, regardless of the application of the deductible. You must promptly reimburse us for any Supplementary Payments within the deductible amount.

All other terms of this policy, including the insured's duties in the event of an Occurrence, Offense, Claim or Suit, apply irrespective of application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and you will promptly reimburse us for such part or all of the deductible amount as has been paid by us. Payment of defense costs or amounts within the deductible will not create any obligations or be construed as a waiver or estoppel of our rights under the policy.

PREMIUM $15,000.

This endorsement is executed by the company below designated by an entry in the box opposite its name

- [ ] LIBERTY MUTUAL INSURANCE COMPANY
- [X] LIBERTY MUTUAL FIRE INSURANCE COMPANY
- [ ] LIBERTY INSURANCE CORPORATION
- [ ] LM INSURANCE CORPORATION
- [ ] THE FIRST LIBERTY INSURANCE CORPORATION

Premium See Schedule Page 2

Effective Date Expiration Date

For attachment to Policy or Bond No. RG2-631-004174-029

Barry S. Hilton SECRETARY Edmund F. Kelly PRESIDENT

Audit Basis
Issued to

Page 7 of 7

Countersigned by..
Authorized Representative

Issued Sales Office and No. End. Serial No. 2

Loc. 6

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COMPOSITE RATE ENDORSEMENT

This premium for this policy shall be computed on the following basis:

Per $1,000 of sales
The word "sales" means the gross amount of money charged by "you" or by others trading under your name for all goods or products sold or operations performed during the policy period and includes taxes, other than taxes which "you" or such others collect as a separate item and remit directly to a governmental division.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium $

Effective Date Expiration Date

For attachment to Policy or Bond No. RG2-631-004174-029

Audit Basis

Issued To

- ☐ LIBERTY MUTUAL INSURANCE COMPANY
- ☒ LIBERTY MUTUAL FIRE INSURANCE COMPANY
- ☐ LIBERTY INSURANCE CORPORATION
- ☐ LM INSURANCE CORPORATION
- ☐ THE FIRST LIBERTY INSURANCE CORPORATION

Barry S. Hilton SECRETARY Edmund F. Kelly PRESIDENT

Countersigned by ....
Authorized Representative

Issued Sales Office and No. End. Serial No. 3

LG 6032
(9-87)

DEDUCTIBLE LIABILITY INSURANCE
GENERAL LIABILITY

It is agreed that;

1. The Company's obligation to pay damages or "allocated loss adjustment expense" under any coverage afforded by this policy applies only to the amount of such damages and "allocated loss adjustment expense" combined that exceeds a deductible amount specified in Item 1 of the Schedule below because of all coverages combined, as the result of any one occurrence.

   However, the amount of the deductible applicable to this policy for any single occurrence shall be reduced by the amount which the "named insured" has reimbursed the Company for deductible amounts attributable to the same occurrence under any other policies specified in Item 2 of the Schedule below.

2. The Company shall be liable to pay only an amount equal to the "each occurrence" limit stated in the policy minus the applicable deductible amount of damages specified under the above Paragraph 1. For the purpose of this Paragraph 2, all amounts paid as, or in lieu of damages shall first be applied as the deductible amount in determining the sum of the damages within the deductible amount.

3. All the terms of the policy and any endorsements thereto, including those with respect to (a) the Company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.

4. "Allocated Loss Adjustment Expense" shall include, but not be limited to:

   1. Attorney's fees for claims in suit,

   2. Court costs and other items of expense such as:

      a) medical expert and other witnesses at trials or hearings, stenographic costs and costs of copies of document and transcripts, and

      b) medical expert, or consultant fees and expenses relating to the defense of any claim or suit.

5. The Company may, in its sole discretion, but shall not be obligated to, advance or pay any part or all of the deductible amount and, the "named insured" or any other entity benefiting thereby shall promptly reimburse the Company for any such part or all of the deductible amount as has been advanced or paid by the Company. The Company shall not be obligated to pay any amount whatsoever, either for damages or "allocated loss adjustment expense", which does not exceed the deductible amount set forth in Paragraph 1. All such amounts within the deductible shall remain the sole and exclusive liability of the "named insured" and the conduct of the Company in advancing any amount on behalf of the insured, shall not create any obligations, be construed as a waiver, or serve to the Company in any way.

6. In the event of recovery by the Company of any advance or payment made under the policy by virtue of a right of subrogation, the amount so recovered shall first be applied to any payments made by the Company which exceed the deductible amount and then, the remainder of any recovery, shall be applied to reduce the deductible amount paid by the "named insured"

SCHEDULE

Item 1: Deductible $ 1,000,000.

Item 2: Policies combined with this policy for a single aggregate deductible applicable to each occurrence:

This endorsement is executed by the company below designated by an entry in the box opposite its name

	LIBERTY MUTUAL INSURANCE COMPANY
X	LIBERTY MUTUAL FIRE INSURANCE COMPANY
	LIBERTY INSURANCE CORPORATION
	LM INSURANCE CORPORATION
	THE FIRST LIBERTY INSURANCE CORPORATION

Premium

Effective Date Expiration Date

For attachment to Policy or Bond No. RG2-631-004174-029

Barry S. Gilson SECRETARY Edmund F. Kelly PRESIDENT

Audit Basis
Issued to

Countersigned by..
Authorized Representative

NRD 123 (LG-RG)
Issued

Sales Office and No.

End. Serial No. 4

Loc. 6

EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT
(Claims Made Coverage)

In consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified in this endorsement, we agree with you as follows:

A. INSURING AGREEMENT - EMPLOYEE BENEFITS LIABILITY

1. We will pay those sums which the "insured" becomes legally obligated to pay as damages because of injury to the rights or interests of employees or their beneficiaries in "employee benefits programs" to which this insurance applies caused by any improper advice, error or omission in the "administration" of such programs. We will have the right and duty to defend any "suit" seeking such damages. We may investigate and settle any claim or "suit" at our discretion. We will not be obligated to pay any claims or judgments or to defend any "suit" after the applicable limit of insurance has been exhausted by payment of judgments or settlements.

2. This insurance applies only to claims first made against the "insured" on or after the effective date of this endorsement and before the end of the endorsement period. If during the endorsement period the "insured" becomes aware of any incident which may subsequently give rise to a claim covered by this insurance, the "insured" will notify us in writing within 60 days after the end of the endorsement period. Any claim subsequently made against the "insured" for damages arising out of such incident will be deemed to have been first made during this endorsement period. The provisions of this paragraph will not reinstate or increase the Limits of Insurance or extend the endorsement period.

3. All claims for damages arising out of any one or a related series of errors, omissions or improper advice to which this insurance applies will be deemed to have been made at the time the first of those claims is made against any "insured" in accordance with paragraph 2. above.

4. If during this endorsement period you offer additional "employee benefits programs" not described in the Schedule of this endorsement to your employees or their beneficiaries then this insurance will also apply to those programs, but only until the 30th day after you first offer each additional program or the end of this endorsement period, whichever is earlier.

B. EXCLUSIONS

This insurance does not apply to:

1. Any claim based upon unlawful discrimination;

2. Any claim with respect to which insurance is afforded in whole or in part under any other coverage afforded by this policy or any endorsement to this policy;

3. Any claim based upon your failure (whether in the capacity of self-insurer or otherwise) or the failure of any insurer to pay or provide the benefits allegedly due under any contract relating to "employee benefits programs"; or

4. Any claim based upon the failure of stock or any compensation, investment or savings program to produce the financial gain represented.

C. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

   a. "insureds";

   b. claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for the sum of all damages arising out of all claims made during the endorsement period.

3. Subject to 2. above, the Each Claim Limit is the most we will pay for all damages arising out of any one claim.

4. If a Deductible Each Claim is shown in the Schedule of this endorsement, you are obligated to pay that amount of damages for each claim to which this insurance applies. We are obligated to pay only that portion of the total of all damages (subject to the Limits of Insurance) which exceeds that deductible amount. We may investigate and settle any claim at our discretion. However, regardless of the amount of any claim, you must:

   a. notify us promptly as required by Condition 2 of the policy ("Duties in the Event of Occurrence, Claim or Suit");

   b. reimburse us promptly for all amounts we pay within the deductible amount.

   Both your Aggregate Limit and your Each Claim Limit of Insurance are reduced by the amount of damages paid or payable by you up to the deductible amount shown in the Schedule of this endorsement.

D. DEFINITIONS

1. "Administration" means the determination of the eligibility of employees to participate in "employee benefits programs", the enrollment of employees in those programs, the keeping of records pertaining to those programs, the interpreting of the provisions of those programs and the giving of advice or counsel to employees or their beneficiaries as to their rights or interest in those programs.

2. "Employee benefits programs" means those group life insurance, group accident and health insurance, dental, pension, employee stock subscription, workers compensation, unemployment insurance, social security, retirement, disability, severance or similar programs described in the Schedule of this endorsement offered to employees and their beneficiaries in the United States of America, its territories and possessions, Puerto Rico and Canada.

3. "Claim" includes all claims for damages to the same person or persons arising out of any one or a related series of errors, omissions, or improper advice.

E. WHO IS AN INSURED

The unqualified word "insured" includes you and also includes:

1. All of your elected and appointed General, Division and Department officers, Directors and Stockholders while acting within the scope of their duties as such; and

2. Any of your employees who are authorized to act in the "administration" of your "employee benefits programs".

SCHEDULE

A. LIMITS OF INSURANCE

AGGREGATE LIMIT	$ 1,000,000
EACH CLAIM LIMIT	$ 1,000,000

B. DEDUCTIBLE EACH CLAIM $ 1,000.

C. LIST OF "EMPLOYEE BENEFITS PROGRAMS"

All Employee Benefits Programs

D. PREMIUM

1. Number of Employees

2. Rate per Employee

3. Advance Premium $

This endorsement is executed by the company below designated by an entry in the box opposite its name.

- ☐ LIBERTY MUTUAL INSURANCE COMPANY
- ☒ LIBERTY MUTUAL FIRE INSURANCE COMPANY
- ☐ LIBERTY INSURANCE CORPORATION
- ☐ LM INSURANCE CORPORATION
- ☐ THE FIRST LIBERTY INSURANCE CORPORATION

Premium $ Included in Composite Rate

Effective Date Expiration Date

For attachment to Policy or Bond No. RG2-631-004174-029

Audit Basis

Issued To

Barry S. Hilton SECRETARY Edmund F. Kelly PRESIDENT

NRD 441.00 RG/RH

Countersigned by ....

Authorized Representative

Issued Sales Office and No. End. Serial No. 5

Loc. 6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Amendatory Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion b. of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I Coverages) is replaced by the following:

b. **Contractual Liability**

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

(1) That the insured would have in the absence of the contract or agreement; or

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

B. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is replaced by the following:

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.

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

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

4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss earnings up to $250 a day because of time off from work.

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

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

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

These payments will not reduce the limits of insurance.

This endorsement is executed by the company below designated by an entry in the box opposite its name

[ ]	LIBERTY MUTUAL INSURANCE COMPANY
[X]	LIBERTY MUTUAL FIRE INSURANCE COMPANY
[ ]	LIBERTY INSURANCE CORPORATION
[ ]	LM INSURANCE CORPORATION
[ ]	THE FIRST LIBERTY INSURANCE CORPORATION

Premium

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-631-004174-029

Barry S. Hilton SECRETARY

Edmund F. Kelly PRESIDENT

Audit Basis
Issued to

Countersigned by..
Authorized Representative

NRD 215 RG 07 96
Issued

Sales Office and No.

End. Serial No. 6

Loc. 6

ADVERTISING OFFENSE COVERAGE ENDORSEMENT

1. Coverage

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

(1) The amount we will pay for damages is limited as described in section 5 of this endorsement; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlement.

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

b. This endorsement applies to "advertising injury" caused by an offense committed in the course of advertising your goods, products or services; but only if the offense was committed in the "coverage territory" during the policy period.

2. Definitions

a. The following is added to the DEFINITIONS section:

"Advertising injury" means injury arising out of paid announcements in the print or broadcast media resulting in one or more of the following offenses:

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

(2) Oral or written publication of material that violates a person's right of privacy;

(3) Copying a person's or organization's advertising ideas or advertising style; or

(4) Infringement of copyright, title or slogan;

b. The definition of "occurrence" is extended to include the following subdivision (d):

(d) with respect to "advertising injury," commission of one or a related series of offenses during the policy period.

3. "Stop-Gap" Coverage for Renewal Insureds Only

a. Explanatory Note

This insurance applies to "advertising injury" only if caused by one or a related series of offenses committed during the policy period. If your prior policy(ies) written by us included an Advertiser's Liability Endorsement, then they may have applied to such injury that occurred during the policy period, regardless of when the offense was committed. Therefore:

b. Limited "Stop-Gap" Coverage

If "advertising injury" as defined by this endorsement (and not otherwise excluded) occurs during the policy period, but arises from one or a related series of offenses which were committed during the term of your prior policy written by us, this endorsement will apply to such injury; but: only if your prior policy does not apply.

4. Exclusions

This insurance does not apply to "advertising injury" arising out of:

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

(2) Oral or written publication of material whose first publication took place before the beginning of the policy period, except as provided in Item 3. "Stop gap" coverage for renewal insureds only;

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

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

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

(6) The incorrect description or mistake in the advertised price of goods, products or services;

(7) An offense committed by any organization which is a Named Insured by operation of A. AMENDMENT - NAMED INSURED of the General Amendatory Endorsement, before you acquired or formed the organization;

(8) Patent infringement or securities fraud;

(9) Oral or written publication of material for which the insured has assumed Liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement; or

(10) Injury arising out of an offense committed by or at the direction of the insured for the purpose of causing injury.

5. Limits of Insurance

a. Each Occurrence Limit.

This insurance is subject to the Each Occurrence Limit shown in the Declarations unless a separate Advertising Injury Each Occurrence Limit is shown below.

$________________ Advertising Injury Each Occurrence Limit

If a separate Advertising Injury Each Occurrence Limit is shown above, damages because of all injury to which this endorsement applies are subject solely to such separate limit, it being our intent that only one limit of insurance shall apply to all such damages arising out of any one "occurrence."

b. General Aggregate Limit

This insurance is subject to the General Aggregate Limit shown in the Declarations.

c. Explanatory Note On Limits Of Insurance:

For the purpose of determining the Limits Of Insurance, the following is added to Section III-Limits Of Insurance:

All injury within subdivision b. and c. of the definition of "personal injury," and "advertising injury" arising out of a series of related acts or "covered offenses," including all repetitions or reproductions, will be considered as the result of one and the same "occurrence."

6. Other Insurance

This insurance does not apply to any portion of a claim for damages for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or any other basis, unless such other insurance was purchased by the insured specifically to apply in excess of this policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name

- [ ] LIBERTY MUTUAL INSURANCE COMPANY
- [x] LIBERTY MUTUAL FIRE INSURANCE COMPANY
- [ ] LIBERTY INSURANCE CORPORATION
- [ ] LM INSURANCE CORPORATION
- [ ] THE FIRST LIBERTY INSURANCE CORPORATION

Premium

Effective Date Expiration Date

For attachment to Policy or Bond No. RG2-631-004174-029

Barry S. Hilton SECRETARY Edmund F. Kelly PRESIDENT

Audit Basis
Issued to

Countersigned by..
Authorized Representative

Issued Sales Office and No. End. Serial No. 7

NRD 203 R4 RG 08 01 94

GLD052756
0049-GLD-000052756

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

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

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

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

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

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

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

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

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

2. As used in this endorsement:

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

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

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

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

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

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

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

This endorsement is executed by the company below designated by an entry in the box opposite its name.

- ☐ LIBERTY MUTUAL INSURANCE COMPANY
- ☒ LIBERTY MUTUAL FIRE INSURANCE COMPANY
- ☐ LIBERTY INSURANCE CORPORATION
- ☐ LM INSURANCE CORPORATION
- ☐ THE FIRST LIBERTY INSURANCE CORPORATION

Premium $

Effective Date Expiration Date

For attachment to Policy or Bond No. RG2-631-004174-029

Audit Basis

Issued To

Barry S. Hilton SECRETARY Edmund F Kelly PRESIDENT

Countersigned by ....
Authorized Representative

Issued Sales Office and No. End. Serial No. 8

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION ENDORSEMENT

This insurance does not apply to "personal injury" or "property damage" caused by, or allegedly caused by, asbestos either alone or in combination with other substances or factors.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium $

Effective Date Expiration Date

For attachment to Policy or Bond No. RG2-631-004174-029

Audit Basis

Issued To

- [ ] LIBERTY MUTUAL INSURANCE COMPANY
- [x] LIBERTY MUTUAL FIRE INSURANCE COMPANY
- [ ] LIBERTY INSURANCE CORPORATION
- [ ] LM INSURANCE CORPORATION
- [ ] THE FIRST LIBERTY INSURANCE CORPORATION

Barry S. Hilton
SECRETARY

Edmund F. Kelly
PRESIDENT

Countersigned by ....

Authorized Representative

Issued Sales Office and No. End. Serial No. 9

NRD 442 (01 86)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to paragraph **2.**, Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages):

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

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

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

B. The following exclusion is added to paragraph **2.**, Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section I - Coverages):

This insurance does not apply to:

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

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

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

This endorsement is executed by the company below designated by an entry in the box opposite its name.

- ☐ LIBERTY MUTUAL INSURANCE COMPANY
- ☒ LIBERTY MUTUAL FIRE INSURANCE COMPANY
- ☐ LIBERTY INSURANCE CORPORATION
- ☐ LM INSURANCE CORPORATION
- ☐ THE FIRST LIBERTY INSURANCE CORPORATION

Premium $

Effective Date　　Expiration Date

For attachment to Policy or Bond No. RG2-631-004174-029

Audit Basis

Issued To

Barry S. Hilton SECRETARY　　Edmund F. Kelly PRESIDENT

Countersigned by ....
Authorized Representative

Issued　　Sales Office and No.　　End. Serial No. 10

SPECIAL PREMIUM DISCOUNT ENDORSEMENT

It is agreed that the Premium Discount Percentages applicable to the Total Standard Premium shall be based upon the estimated annual advance premium and shall not be subject to adjustment on audit as respects the following elements of the Total Standard Premium.

It is further agreed that this Endorsement is not applicable in:

Texas

PREMIUM	NORTH CAROLINA	ALL OTHER STATES
GENERAL LIABILITY AND AUTOMOBILE GARAGE LIABILITY		10.3%
TAXICABS, PUBLIC AND PRIVATE LIVERY BUS AND LONG HAUL TRUCKMEN		
ALL OTHER AUTOMOBILE LIABILITY		

This endorsement is executed by the company below designated by an entry in the box opposite its name.

- ☐ LIBERTY MUTUAL INSURANCE COMPANY
- ☒ LIBERTY MUTUAL FIRE INSURANCE COMPANY
- ☐ LIBERTY INSURANCE CORPORATION
- ☐ LM INSURANCE CORPORATION
- ☐ THE FIRST LIBERTY INSURANCE CORPORATION

Premium $

Effective Date Expiration Date

For attachment to Policy or Bond No. RG2-631-004174-029

Audit Basis

Issued To

Barry S. Hilson SECRETARY Edmund F. Kelly PRESIDENT

2272 R3
5-1-77

Countersigned by ....
Authorized Representative

Issued Sales Office and No. End. Serial No. 11

Loc. 6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

We will not cancel this policy or make changes that reduce the insurance afforded this policy until written notice of cancellation or reduction has been mailed or delivered to those scheduled below at least

a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or

b) 90 days before the effective date of the cancellation or reduction if we cancel or reduce the insurance afforded by this policy for any other reason

c) 30 days notice for certificate holders where required

NAME	ADDRESS
Millennium Chemicals, Inc.	P.O. Box 7015 Red Bank, NJ 07701

This endorsement is executed by the company below designated by an entry in the box opposite its name

- [ ] LIBERTY MUTUAL INSURANCE COMPANY
- [X] LIBERTY MUTUAL FIRE INSURANCE COMPANY
- [ ] LIBERTY INSURANCE CORPORATION
- [ ] LM INSURANCE CORPORATION
- [ ] THE FIRST LIBERTY INSURANCE CORPORATION

Premium

Effective Date Expiration Date

For attachment to Policy or Bond No. RG2-631-004174-029

Audit Basis
Issued to

Countersigned by..
Authorized Representative

102

Issued
db 2-12-99

Sales Office and No.

End. Serial No. 12

Loc. 6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

When Required by Contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

- ☐ LIBERTY MUTUAL INSURANCE COMPANY
- ☒ LIBERTY MUTUAL FIRE INSURANCE COMPANY
- ☐ LIBERTY INSURANCE CORPORATION
- ☐ LM INSURANCE CORPORATION
- ☐ THE FIRST LIBERTY INSURANCE CORPORATION

Premium $

Effective Date Expiration Date

For attachment to Policy or Bond No. RG2-631-004174-029

Audit Basis

Issued To

Barry S. Hilton SECRETARY Edmund F. Kelly PRESIDENT

Countersigned by ....

Authorized Representative

Issued Sales Office and No. End. Serial No. 13

  ☐

AMENDATORY ENDORSEMENT

CLAIM REPORTING REQUIREMENT

Claim reporting requirement compliance will be deemed satisfactory if notice is given as soon as practicable after the Director of Risk Management of the Named Insured becomes aware of the claim.

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium

Effective Date Expiration Date

For attachment to Policy or Bond No. RG2-631-004174-029

- [ ] LIBERTY MUTUAL INSURANCE COMPANY
- [X] LIBERTY MUTUAL FIRE INSURANCE COMPANY
- [ ] LIBERTY INSURANCE CORPORATION
- [ ] LM INSURANCE CORPORATION
- [ ] THE FIRST LIBERTY INSURANCE CORPORATION

Audit Basis
Issued to

Countersigned by..
Authorized Representative

102
Issued
db 2-12-99
Loc. 6

Sales Office and No. End. Serial No. 14

GLD052764

0049-GLD-000052764

AMENDATORY ENDORSEMENT

UNINTENTIONAL ERRORS & OMISSIONS

It is agreed that unintentional failure of the Insured to disclose all hazards existing as of inception or renewal date of the policy or errors in applications, declarations, schedules, endorsements or other documents, shall not prejudice the Insured with respect to the coverage afforded by this policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name

[ ]	LIBERTY MUTUAL INSURANCE COMPANY
[X]	LIBERTY MUTUAL FIRE INSURANCE COMPANY
[ ]	LIBERTY INSURANCE CORPORATION
[ ]	LM INSURANCE CORPORATION
[ ]	THE FIRST LIBERTY INSURANCE CORPORATION

Premium

Effective Date Expiration Date

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Authorized Representative

102

Issued
db 2-12-99

Loc. 6

Sales Office and No. End. Serial No. 15

AMENDATORY ENDORSEMENT

It is agreed that Endorsement 2 Paragraph I. Covered Named Perils is amended to include the following:

Release of Titanium Tetrachloride (TiCL4) and resulting loss of visibility and vapor cloud release.

This endorsement is executed by the company below designated by an entry in the box opposite its name

	LIBERTY MUTUAL INSURANCE COMPANY
X	LIBERTY MUTUAL FIRE INSURANCE COMPANY
	LIBERTY INSURANCE CORPORATION
	LM INSURANCE CORPORATION
	THE FIRST LIBERTY INSURANCE CORPORATION

Premium

Effective Date Expiration Date

For attachment to Policy or Bond No. RG2-631-004174-029

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Authorized Representative

102

Issued
db 2-12-99

Sales Office and No. End. Serial No. 16

Loc. 6

AMENDATORY ENDORSEMENT

It is agreed that Section 1, Coverage A, 2. Exclusions g. 2 (a) is amended to read as follows:

Less than 75 feet long; and

This endorsement is executed by the company below designated by an entry in the box opposite its name

[ ]	LIBERTY MUTUAL INSURANCE COMPANY
[X]	LIBERTY MUTUAL FIRE INSURANCE COMPANY
[ ]	LIBERTY INSURANCE CORPORATION
[ ]	LM INSURANCE CORPORATION
[ ]	THE FIRST LIBERTY INSURANCE CORPORATION

Premium

Effective Date Expiration Date

For attachment to Policy or Bond No. RG2-631-004174-029

Audit Basis
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Authorized Representative

102

Issued
db 2-12-99

Sales Office and No.

End. Serial No. 17

Loc. 6

GLD052767

0049-GLD-000052767

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Vendor): All Vendors

Your Products: All Products

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   g. Products which, after distribution or sale by you, 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. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium $

Effective Date Expiration Date

For attachment to Policy or Bond No. RG2-631-004174-029

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Issued To

- ☐ LIBERTY MUTUAL INSURANCE COMPANY
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Barry S. Hilton SECRETARY Edmund F. Kelly PRESIDENT

Countersigned by ....
Authorized Representative

Issued Sales Office and No. End. Serial No. 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

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

A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

B. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:

a. We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

(i) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'; and

(ii) "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

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

b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

7. **Cancellation Of Policies In Effect For 60 Days Or More**

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

(1) Nonpayment of premium;

(2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);

(3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;

(4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;

(5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;

(6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;

(7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;

(8) Loss of or reduction in available insurance capacity;

(9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;

(10) Loss of or substantial changes in applicable reinsurance;

(11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;

(12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefor and a reasonable opportunity to respond;

(13) Agency termination, provided:

(a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or

(b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.

(14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.

b. If we cancel this policy based on Paragraph 7.a.(1) or (2) above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.

d. Notice will be sent to the last mailing addresses known to us, by:

(1) Certified mail; or

(2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

e. We need not send notice of cancellation if you have:

(1) Replaced coverage elsewhere; or

(2) Specifically requested termination.

D. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.

2. This notice will be sent to the first Named Insured at the last mailing address known to us by:

a. Certified mail; or

b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.

3. We need not mail or deliver this notice if you have:

a. Replaced coverage elsewhere; or

b. Specifically requested termination.

This endorsement is executed by the company designated below.

- ☐ LIBERTY MUTUAL INSURANCE COMPANY
- ☒ LIBERTY MUTUAL FIRE INSURANCE COMPANY
- ☐ LIBERTY INSURANCE CORPORATION
- ☐ LM INSURANCE CORPORATION
- ☐ THE FIRST LIBERTY INSURANCE CORPORATION

Premium $

Effective Date Expiration Date

For attachment to Policy No. RG2-631-004174-029

Audit Basis

Issued To

Barry S. Hilton Edmund F Kelly
SECRETARY PRESIDENT

Countersigned by ....
Authorized Representative

Form # / Term I.D. Issued LOC-6

Sales Office	Code	Sales Representative	Code	N/R	1st Year	End Serial No. 19

GLD052772

0049-GLD-000052772