FULLER-O BRIEN
GLA 197-9244
1,000,000 xs 0

National Union
9/1/87-9/1/88

GENERAL LIABILITY-AUTOMOBILE POLICY

RM
No. GLA 197-9244

RM GLA 157-9128
RENEWAL OF NUMBER

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

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

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

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

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

POLICY PERIOD: FROM 9-01-87 TO 9-01-88 AT 12:01 A.M., STANDARD TIME

The named insured is:
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other: $ 1 Mil

Business of the named insured is. (ENTER BELOW)
MANUFACTURE OF PAINTS AND VARNISHES

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

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

Advance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premiums	Coverage Part No(s).	Coverage Part(s)
$		Automobile Medical Payments Insurance	$		Hospital Professional Liability Insurance
$		Automobile Physical Damage Insurance (Dealers)	$		Manufacturers' and Contractors' Liability Insurance
$		Automobile Physical Damage Insurance (Fleet Automatic)	$		Owner's and Contractor's Protective Liability Insurance
$		Automobile Physical Damage Insurance (Non-Fleet)	$		Owners', Landlords' and Tenants' Liability Insurance
$		Basic Automobile Liability Insurance	$		Personal Injury Liability Insurance
$		Completed Operations and Products Liability Insurance	$		Physicians', Surgeons' and Dentists' Professional Liability Insurance
$		Comprehensive Automobile Liability Insurance	$		Premises Medical Payments Insurance
$ 643,302	L6395a	Comprehensive General Liability Insurance	$		Special Protective and Highway Liability Insurance New York Department of Transportation
$		Comprehensive Personal Insurance			
$		Contractual Liability Insurance	$		Storekeeper's Insurance
$		Druggists' Liability Insurance	$		Uninsured Motorists Insurance
$		Elevator Collision Insurance	$		EMPLOYEE BENEFITS
$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance	INCLUDED	END #7	LIABILITY INSURANCE
$		Farmer's Comprehensive Personal Insurance	$		
$		Farmer's Medical Payments Insurance	$		
$		Garage Insurance			

$ SEE ENDORSEMENT #16 — Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue
$ 643,302 — Total Advance Premium for this policy.

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

Effective Date	1st Anniversary	2nd Anniversary
$	$	$

OBR 0001220

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

Countersigned: PR/clp 10-28-87

*Not applicable in Texas

By _____ Authorized Representative

25288 (10/85) 49 TOC 000210 Prd. in U.S.A. OKP6300-1-F (1-1-73)

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

DEFINITIONS

When used in this policy (including endorsements fo. ¿ a part hereof):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"policy territory" means:

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

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

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

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

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

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

SUPPLEMENTARY PAYMENTS

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

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

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

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

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

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

CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Maureen Tully
Secretary

President

AMERICAN HOME ASSURANCE COMPANY

Maureen Tully
Secretary

President

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Maureen Tully
Secretary

President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

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

It is agreed that:

This policy does not apply:

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

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

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

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

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

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

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

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

II. As used in this endorsement:

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

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

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

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

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

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

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

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

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

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

COVERAGE PART

L 6395a
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. RM GLA 197-9244 to complete said policy.

ADDITIONAL DECLARATIONS

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

Interest of named insured in such premises (CHECK BELOW)

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

Part occupied by named insured (ENTER BELOW)

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

SCHEDULE

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

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

General Liability Hazards

Descriptions of Hazards	Code No.	Premium Bases	Rates B.I.	Rates P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations AS PER SCHEDULE ON FILE WITH COMPANY		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units (f) Admissions	SEE COMPOSITE RATE ENDORSEMENT (a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit (f) Per 100 Admissions		643,302	INCLUDED
Escalators (Number at Premises)		Number Insured	Per Landing SEE COMPOSITE RATE ENDORSEMENT		INCLUDED	INCLUDED
Independent Contractors		Cost	Per $100 of Cost SEE COMPOSITE RATE ENDORSEMENT		INCLUDED	INCLUDED
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts SEE COMPOSITE RATE ENDORSEMENT		INCLUDED	INCLUDED
Products		(b) Sales	(b) Per $1,000 of Sales			
				Total Advance B.I. and P.D. Premiums	$ 643,302	$ INCLUDED

49 TOC 000214

When used as a premium basis:

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

OBR 0001224

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B— 'RTY DAMAGE LIABILITY

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

A. **bodily injury** or

B. **property damage**

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

Exclusions

This insurance does not apply:

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

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

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

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

but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **named insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **insured**;

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

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

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

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

(2) any other watercraft operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **named insured**;

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

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

(1) liability assumed by the **insured** under an **incidental contract**, or

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

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

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

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

if such liability is imposed

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

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

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

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

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

(k) to **property damage** to

(1) property owned or occupied by or rented to the **insured**,

(2) property used by the **insured**, or

(3) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the **named insured**;

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

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

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

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

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

(n) to pro... Damage to the **named insured's products** arising out of such products or any part of such products;

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

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

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

(1) the **explosion hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "x",

(2) the **collapse hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "c",

(3) the **underground property damage hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

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

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

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

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

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

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,

(i) an employee of the **named insured** while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

(1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or

(2) **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (ii).

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

III. LIMITS OF LIABILITY

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

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

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

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

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

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the **named insured** by independent contractors and general supervision thereof by the **named insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all **property damage** included within the **products hazard** and all **property damage** included within the **completed operations hazard**.

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

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

IV. POLICY TERRITORY

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

AUTHENTIC

ENDORSEMENT #1

This endorsement, effective 12:01 A. M. SEPTEMBER 1, 1987 forms a part of policy No. RM GLA 197-9244 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

NAMED INSURED ENDORSEMENT

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

Pursen A. Rosin
AUTHORIZED REPRESENTATIVE

ENDORSEMENT #2

This endorsement, effective 12:01 A. M. SEPTEMBER 1, 1987 forms a part of

policy No. RM GLA 197-9244 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

SINGLE LIMIT ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS AGREED THAT THE PROVISIONS OF THE POLICY WHICH SET FORTH AND DEFINE THE LIMITS OF LIABILITY APPLICABLE TO BODILY INJURY LIABILITY COVERAGE AND PROPERTY DAMAGE LIABILITY COVERAGE ARE DELETED AND REPLACED BY THE FOLLOWING:

THE TOTAL LIABILITY OF THE COMPANY FOR ALL DAMAGES, INCLUDING DAMAGES FOR CARE AND LOSS OF SERVICES, BECAUSE OF BODILY INJURY SUSTAINED BY ONE OR MORE PERSONS AS THE RESULT OF ANY ONE OCCURRENCE AND ALL DAMAGES BECAUSE OF ALL PROPERTY DAMAGE SUSTAINED BY ONE OR MORE PERSONS OR ORGANIZATIONS AS THE RESULT OF ANY ONE OCCURRENCE IS:

A COMBINED SINGLE LIMIT OF: 1,000,000 PER OCCURRENCE.

SUBJECT TO THE PROVISION RESPECTING "EACH OCCURRENCE", THE TOTAL LIABILITY OF THE COMPANY FOR ALL DAMAGES BECAUSE OF (1) ALL BODILY INJURY INCLUDED WITHIN THE COMPLETED OPERATIONS HAZARD, (2) ALL BODILY INJURY INCLUDED WITHIN THE PRODUCTS HAZARD, (3) ALL PROPERTY DAMAGE TO WHICH THIS COVERAGE APPLIES AND DESCRIBED IN ANY OF THE NUMBERED APPLICABLE SUBPARAGRAPHS IN THE LIMITS OF LIABILITY SECTIONS OF THE FORMS OF THE COMPANY AND (4) ALL OTHER HAZARDS IN THE COMPANY'S MANUALS TO WHICH AN AGGREGATE LIMIT IS APPLICABLE SHALL NOT EXCEED THE ABOVE COMBINED SINGLE LIMIT WHICH WILL APPLY IN THOSE INSTANCES AS "AGGREGATE".

Pureen A. [illegible]

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #3

This endorsement, effective 12:01 A. M. SEPTEMBER 1, 1987 forms a part of

policy No. RM GLA 197-9244 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

COMPOSITE RATING ENDORSEMENT

EXPOSURE BASE: GL - "REVENUE" - INCLUDES BOTH DOMESTIC AND INTERNATIONAL OPERATIONS. IF APPLICABLE.

RATE: GL - PER $1,000. OF REVENGE

ESTIMATED EXPOSURES: $170,000,000 REVENUE

RATES AND PREMIUMS:

	RATES		PREMIUMS		
LINE	SUBJECT	EXCESS	*SUBJECT	**EXCESS	TOTAL BY LINE
GL	*	.559 PER $1,000. OF REVENUE	$548,302	$95,000	$643,302

* SUBJECT PREMIUM WILL BE ADJUSTED BASED ON LOSS PROVISION.

**THESE PREMIUMS ARE MINIMUM AND DEPOSIT

POLICY LIMIT: $1,000,000
SUBJECT: FIRST 500,000
EXCESS: NEXT 500,000

NOTHING HEREIN CONTAINED SHALL BE HELD TO WAIVE, VARY, ALTER OR EXTEND ANY CONDITION OR PROVISION OF THE POLICY OTHER THAN AS ABOVE STATED.

THIS ENDORSEMENT IS ATTACHED TO THE POLICY INDICATED ABOVE AND IS EFFECTIVE ON THE DATE STATED HEREIN AT 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS DESCRIBED IN THE DECLARATIONS.

Pureen A. [illegible]
AUTHORIZED REPRESENTATIVE

OBR 0001228

49 TOC 000218

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

(B) to **bodily injury**

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

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

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

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

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

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

(b) to a minor,

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

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

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

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

(C) to **bodily injury**

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

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

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

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

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

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

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

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

LIMITS OF LIABILITY

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

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

ADDITIONAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

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

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

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

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

This coverage does not apply to:

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

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

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

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

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

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

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

ENDORSEMENT #5

This endorsement, effective 12:01 A. M. SEPTEMBER 1, 1987 forms a part of

policy No. RM GLA 197-9244 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

AMENDMENT OF DEFINITION OF PERSONAL INJURY

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

Pureen A. Roche

AUTHORIZED REPRESENTATIVE

OBR 0001230

49 TOC 000220

ENDORSEMENT #6

This endorsement, effective 12:01 A. M. SEPTEMBER 1, 1987 forms a part of policy No. RM GLA 197-9244 issued to THE O'BRIEN CORPORATION by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

EXCLUSION OF LIABILITY FROM CERTAIN PRODUCTS ENDORSEMENT

SOLVENT BASED CYPRESSIDE COATING SYSTEM

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

ACCEPTED ON BEHALF OF THE NAME INSURED:

BY: _____

TITLE: _____

DATE: _____

ACCEPTED ON BEHALF OF THE PRODUCER:

BY: _____

TITLE: _____

DATE: _____

Noreen A. Rotz

AUTHORIZED REPRESENTATIVE

EXCLUSIONS

This endorsement does not apply to:

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

CONDITIONS

1. Application of this Endorsement

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

2. Limits of Liability

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

3. Premium

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

4. Deductible

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

5. Other Insurance

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

6. Conformity with Statute

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

Pureen A. [illegible]

Authorized Representative

49 TOC 000222

ENDORSEMENT #7

This endorsement, effective 12:01 A.M. SEPTEMBER 1, 1987 forms a part of Policy No. RM GLA 197-9244 issued to THE O'BRIEN CORPORATION by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Additional Declarations

EMPLOYEE BENEFITS LIABILITY INSURANCE

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

PREMIUM COMPUTATION

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

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

INSURING AGREEMENTS

1. Employee Benefits Liability

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

DEFINITIONS

1. Definition of "Insured"

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

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

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

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

2. "Employee Benefits Programs"

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

3. "Administration"

The unqualified word "administration" wherever used shall mean:

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

(b) Interpreting the Employee Benefits Programs;

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

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

OBR 0001233

4. "Occurrence"

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

ENDORSEMENT #8

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

LIABILITY

GL 20 15 (Ed. 07 66)
G 113

L 9113a
(Ed. 7-66

ADDITIONAL INSURED

(Vendors—Broad Form)

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

This endorsement, effective SEPTEMBER 1, 1987 (12:01 A. M., standard time), forms a part of policy No. RM GLA 197-9244

issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Authorized Representative

SCHEDULE

Name of Vendor(s)	Description of Product(s)

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

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

AUTHENTIC

ENDORSEMENT #9

This endorsement, effective 12:01 A. M. SEPTEMBER 1, 1987 forms a part of policy No. RM GLA 197-9244 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ADDITIONAL INSURED - CONTRACTUAL

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

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #10

This endorsement, effective 12:01 A. M. SEPTEMBER 1, 1987 forms a part of policy No. RM GLA 197-9244 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

NOTICE OF OCCURRENCE

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

Duncan A. Reid

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #11

This endorsement, effective 12:01 A. M. SEPTEMBER 1, 1987 forms a part of

policy No. RM GLA 197-9244 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

NOTICE OF CANCELLATION

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

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

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

Noreen A. Scott

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #12

This endorsement, effective 12:01 A.M. September 1, 1987 *forms a part of policy No.* RM GLA 197-9244 *issued to* THE O'BRIEN CORPORATION *by* NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ASBESTOS EXCLUSION ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT SUCH INSURANCE AS IS AFFORDED BY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA., POLICY NO. RM GLA 197-9244 FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY IS SUBJECT TO THE FOLLOWING EXCLUSION:

THIS INSURANCE DOES NOT APPLY TO ANY LIABILITY FOR PROPERTY DAMAGE, BODILY INJURY, SICKNESS, DISEASE, OCCUPATIONAL DISEASE, DISABILITY, SHOCK, DEATH, MENTAL ANGUISH AND MENTAL INJURY AT ANY TIME ARISING OUT OF THE MANUFACTURE OF, MINING OF, USE OF, OR SALES OF, INSTALLATION OF, DISTRIBUTION OF, REMOVAL OF OR EXPOSURE TO ASBESTOS PRODUCTS, ASBESTOS FIBERS OR ASBESTOS DUST, OR TO ANY OBLIGATION OF THE INSURED TO INDEMNIFY ANY PARTY BECAUSE OF DAMAGES ARISING OUT OF SUCH PROPERTY DAMAGE, BODILY INJURY, SICKNESS, DISEASE, OCCUPATIONAL DISEASE, DISABILITY, SHOCK, DEATH, MENTAL ANGUISH OR MENTAL INJURY AT ANY TIME AS A RESULT OF THE MANUFACTURE OF, MINING OF, USE OF, SALES OF, INSTALLATION OF, DISTRIBUTION OF, REMOVAL OF OR EXPOSURE TO ASBESTOS PRODUCTS, ASBESTOS FIBERS OR ASBESTOS DUST.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA., NOT BE OBLIGATED TO DEFEND ANY SUIT OR CLAIM AGAINST THE INSURED ALLEGING BODILY INJURY OR PROPERTY DAMAGE AND SEEKING DAMAGES, IF SUCH SUIT OR CLAIM ARISES FROM BODILY INJURY OR PROPERTY DAMAGE RESULTING FROM OR CONTRIBUTED TO, BY ANY AND ALL MANUFACTURE OF, MINING OF, USE OF, SALES OF, INSTALLATION OF, DISTRIBUTION OF, OR EXPOSURE TO ASBESTOS PRODUCTS, ASBESTOS FIBERS OR ASBESTOS DUST.

OBR 0001238

49 TOC 000228

AUTHORIZED REPRESENTATIVE

October 22, 1987

ENDORSEMENT #13

This endorsement, effective 12:01 A.M. September 1, 1987 *forms a part of policy No.* RM GLA 197-9244 *issued to* THE O'BRIEN CORPORATION *by* NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

POLLUTION EXCLUSION

IT IS AGREED THAT THE EXCLUSION RELATING TO THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS IS REPLACED BY THE FOLLOWING:

1. TO "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT THE ACTUAL, ALLEGED OR THREATENED DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF POLLUTANTS:

   a. AT OR FROM PREMISES YOU OWN, RENT OR OCCUPY;

   b. AT OR FROM ANY SITE OR LOCATION USED BY OR FOR YOU OR OTHERS FOR THE HANDLING, STORAGE, DISPOSAL, PROCESSING OR TREATMENT OF WASTE MATERIALS;

   c. WHICH ARE AT ANY TIME TRANSPORTED, HANDLED, STORED, TREATED, DISPOSED OF, OR PROCESSED AS WASTE BY OR YOU OR ANY PERSON OR ORGANIZATION FOR WHOM YOU MAY BE LEGALLY RESPONSIBLE; OR

   d. AT OR FROM ANY SITE OR LOCATION ON WHICH YOU OR ANY CONTRACTORS OR SUBCONTRACTORS WORKING DIRECTLY OR INDIRECTLY ON YOUR BEHALF ARE PERFORMING OPERATIONS:

      i) TO TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, TREAT, DETOXIFY OR NEUTRALIZE THE POLLUTANTS, OR

      ii) IF THE POLLUTANTS ARE BROUGHT ON OR TO THE SITE OR LOCATION BY OR FOR YOU.

2. ANY LOSS, COST OR EXPENSE ARISING OUT OF ANY GOVERNMENTAL DIRECTION OR REQUEST THAT YOU TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, TREAT, DETOXIFY OR NEUTRALIZE POLLUTANTS.

49 TOC 000229

AUTHORIZED REPRESENTATIVE

October 22, 1987

ENDORSEMENT #13 (CONT)

This endorsement, effective 12:01 A.M. January 31, 1987 *forms a part of policy No.* RM GLA 197-9244 *issued to* THE O'BRIEN CORPORATION *by* NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

POLLUTANTS MEANS ANY SOLID, LIQUID, GASEOUS OR THERMAL IRRITANT OR CONTAMINANT, INCLUDING SMOKE, VAPOR, SOOT, FUME, ACIDS, ALKALIS, CHEMICALS AND WASTE MATERIAL. WASTE MATERIAL INCLUDES MATERIALS WHICH ARE INTENDED TO BE OR HAVE BEEN RECYCLED, RECONDITIONED OR RECLAIMED.

AUTHORIZED REPRESENTATIVE

October 22, 1987

OBR 0001240

49 TOC 000230

ENDORSEMENT #14

This endorsement, effective 12:01 A. M. SEPTEMBER 1, 1987 forms a part of policy No. RM GLA 197-9244 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

RADIOACTIVE MATTER EXCLUSION

THIS POLICY DOES NOT APPLY TO:

"BODILY INJURY" OR "PROPERTY DAMAGE" ARISING FROM THE ACTUAL, ALLEGED OR THREATENDED EXPOSURE OF PERSON(S) OR PROPERTY TO ANY RADIOACTIVE MATTER.

Pursen A. Kosela

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #15

This endorsement, effective 12:01 A.M. September 1, 1987 *forms a part of Policy No.* RM GLA 197-9244 *issued to* THE O'BRIEN CORPORATION *by* NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

EMPLOYEE BODILY INJURY EXCLUSION

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

(j) to "bodily injury" to:

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

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

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

This exclusion applies:

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

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

AUTHORIZED REPRESENTATIVE

October 23, 1987

ENDORSEMENT #16

This endorsement, effective 12:01 A. M. SEPTEMBER 1, 1987 forms a part of

policy No. RM GLA 197-9244 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

SCHEDULE OF FORMS AND ENDORSEMENTS AT ISSUANCE

ENDT. NUMBER	FORM NUMBER	DESCRIPTION
-	L6395	COVERAGE PART - COMPREHENSIVE GENERAL LIABILITY INSURANCE
1	- - -	NAMED INSURED ENDORSEMENT
2	- - -	SINGLE LIMIT ENDORSEMENT
3	- - -	COMPOSITE RATE ENDORSEMENT
4	L6111	BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT
5	- - -	AMENDMENT OF PERSONAL INJURY DEFINITION
6	- - -	EXCLUSION OF LIABILITY FROM CERTAIN PRODUCTS ENDORSEMENT
7	- - -	EMPLOYEE BENEFITS LIABILITY INSURANCE
8	L9113	ADDITIONAL INSURED - VENDORS BROAD FORM
9	- - -	ADDITIONAL INSURED
10	- - -	NOTICE OF OCCURRENCE

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #16 (CONT.)

This endorsement, effective 12:01 A. M. SEPTEMBER 1, 1987 forms a part of

policy No. RM GLA 197-9244 issued to THE O'BRIEN CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

SCHEDULE OF FORMS AND ENDORSEMENTS AT ISSUANCE

ENDT. NUMBER	FORM NUMBER	DESCRIPTION
11	- - -	NOTICE OF CANCELLATION
12	- - -	ASBESTOS EXCLUSION ENDORSEMENT
13	- - -	POLLUTION EXCLUSION
14	- - -	RADIOACTIVE MATTER EXCLUSION
15	- - -	EMPLOYEE BODILY INJURY EXCLUSION
16	- - -	SCHEDULE OF FORMS AND ENDORSEMENTS AT ISSUANCE

Pureen A. Reeto

AUTHORIZED REPRESENTATIVE