Policy #: RD9972475
Period: 10/4/59 - 10/4/62
Carrier: Cont. Casualty
Insured: The Anaconda Company
Type: E

CONTINENTAL CASUALTY COMPANY

Chicago, Illinois

INCORPORATED BY THE STATE OF ILLINOIS AS A STOCK COMPANY
HEREINAFTER CALLED THE COMPANY

Policy No. RD 9972475
Renewal of No. New

DECLARATIONS

1. Name of Insured:	The Anaconda Company and/or its affiliated associated and subsidiary companies and their subsidiary companies, as now constituted or as may hereinafter be acquired or created and Inspiration Consolidated Copper Company and Warrior Co-Operative Mercantile Company and Butte Copper and Zine Company.
P.O. Address:	25 Broadway, New York, New York
2. Location of Coverage:	Worldwide
3. Policy Period:	FROM: October 4, 1959 TO: October 4, 1962 (12:01 A.M. Standard Time at the Address of the Named Insured)
4. Coverage:	Excess Public Liability and Property Damage
5. Limits of Liability:	\$2,000,000. Single Limit any one occurrence Combined Personal Injury and/or Property Damage in excess of limits indicated in the schedule of underlying insurance (see Endorsement #1 attached) or \$25,000. ultimate net loss each occurrence not covered by said underlying insurance.
6. Premium:	\$42,840. Payable \$14,280. Inception \$14,280. 1st Anniversary \$14,280. 2nd Anniversary \$14,280. Annual Minimum Premium Rate: \$.0065 per \$100. of Payroll
7. Audit Period:	Annual

DATE OF ISSUE:

February 15, 1960

COUNTERSIGNED BY:

P. J. Anderson

Licensed Resident Agent

M 2306

N11042

CONTINENTAL CASUALTY COMPANY

Chicago, Illinois

INCORPORATED BY THE STATE OF ILLINOIS AS A STOCK COMPANY
HEREINAFTER CALLED THE COMPANY

Agrees with the Named Insured specified in the Declarations, made a part hereof, subject to the limitations, terms and conditions hereinafter mentioned:

INSURING AGREEMENTS

1. COVERAGE

To indemnify the insured for all sums which the insured shall be obligated to pay by reason of the liability

(A) Imposed upon the insured by law,

or

(B) Assumed by the insured under written contract or agreement but only in respect of operations by or on behalf of the Named Insured,

for damages, direct or consequential, and expenses, all as more fully defined by the term "ultimate net loss", on account of personal injuries, including death at any time resulting therefrom, and property damage caused by or arising out of each occurrence.

2. LIMIT OF LIABILITY

The Company shall only be liable for the ultimate net loss in excess of either

(A) the amount recoverable under underlying insurance as set out in the attached schedule

or

(B) $25,000. ultimate net loss in respect of each occurrence not covered by said underlying insurance (thereinafter called the "underlying limits") and then only up to an amount not exceeding the Company's limit of liability, stated in Item 5 of the Declarations, as a result of any one occurrence. There is no limit to the number of occurrences for which claims may be made hereunder, except as hereinafter provided, thereunder and which happened during the term of this policy, this Policy shall, subject to the terms and conditions of the underlying insurance,

(1) in the event of reduction pay the excess of the reduced underlying limit;

or

(2) in the event of exhastion continue in force as underlying insurance.

The Company's total limit of liability, in respect to (1) and (2) above only, shall not exceed the amount stated in Item 5 of the Declarations on account of all occurrences happening during each annual period commencing with the effective or anniversary date of the policy.

The inclusion of more than one insured shall not operate to increase the Company's limit of liability in all arising out of one occurrence.

3. POLICY PERIOD - TERRITORY

This policy applies only to "occurrences", as defined herein, during the policy period anywhere in the world.

DEFINITIONS

1. NAMED INSURED AND INSURED

The words "Named Insured", wherever used in this policy, includes any subsidiary company of the Named Insured and any other company coming under the Named Insured's control of which it assumes active management.

The unqualified word "Insured", wherever used in this policy, includes not only the Named Insured but also

(A) any person, organization, trustee or estate to whom 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 of operations by or on behalf of the Named Insured;

(B) any partner, executive officer, director, stockholder or employee of the Named Insured, while acting his capacity as such.

2. PERSONAL INJURIES

The term "Personal Injuries" wherever used herein, shall include, not by way of limitation, the following:

Bodily Injury, Mental Injury, Mental Anguish, Shock, Sickness, Disease, Disability, False Arrest, False Imprisonment, Wrongful Eviction, Wrongful Detention, Malicious Prosecution, Discrimination, Humiliation, Invasion of right of privacy, Libel, Slander or Defamation of Character; also Piracy and any Infringement of Copyright or of property or contract rights committed or alleged to have been committed in the conduct of the Insured's promotional, Public relations and advertising activities.

It is understood and agreed, however, that with respect to promotional public relations and advertising activities this policy shall not apply to claims against the Insured:

(1) for failure of performance of contract (but this shall not relate to claim for unauthorized appropriation of ideas based upon alleged breach of implied contract);

(2) by advertising agents of the Insured;

(3) for infringement of trade-mark or trade name by use thereof as the trade-mark or trade name on goods as advertised;

(4) for incorrect discription of any article or commodity;

(5) for mistake in advertised price.

3. PROPERTY DAMAGE

The term "Property Damage", wherever used herein, shall mean, direct or consequential, damage to, or destruction of, or loss of use of property.

4. OCCURRENCE

The term "Occurrence", wherever used herein, shall mean an event, or continuous or repeated exposure to conditions, which unexpectedly or unintentionally causes injury, damage or destruction during the policy period. All such exposures to substantially the same general conditions existing at or emanating from each premises location during the policy period shall be deemed one occurrence.

5. ULTIMATE NET LOSS

The term "Ultimate Net Loss" shall mean the total sum which the Insured, or any company as his insurer, becomes obligated to pay by reason of personal injury or property damage claims, either through adjudication or compromise, and all sums paid for expense, including premiums for attachment or appeal bonds, in respect to litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of employees and office expenses of the Named Insured or of any underlying insurer or any other expenses which are recoverable through any other valid and collectible insurance.

6. AUTOMOBILE

The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

7. AIRCRAFT

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designated to transport persons or property.

EXCLUSIONS

This Policy shall not apply except as covered in underlying insurance:

(a) to personal injury or property damage caused intentionally by or at the direction of the Insured, excepting that this exclusion shall not apply to personal injury or death resulting from any act of the Insured alleged to be assault and battery, committed for the purpose of preventing or eliminating danger in the operation of aircraft;

(b) to owned watercraft exceeding fifty (50) feet in length;

(c) with respect to any aircraft while operated with the knowledge and consent of any executive officer or director of the Named Insured;

(1) in violation of the Federal Airworthiness Certificate of said aircraft;

(2) in violation of Federal Regulation for Civil Aviation applicable to:

(i) night flying,

(ii) minimum safe altitudes, or

(iii) student instruction;

(d) to claims made against the Insured:

(1) for repairing or replacing any defective product or products manufactured, sold or supplied by the Insured or any defective part or parts thereof nor for the cost of such repair or replacement;

(2) for the loss of use of any such defective product or products or part or parts thereof;

(3) for improper or inadequate performance, design or specification of any product.

(e) to any obligation for which the Insured as any carrier or his insurer may be held liable under any Workmen's Compensation, Unemployment Compensation or Disability Benefits law.

(f) to loss of, destruction of, or damage to property owned by the Named Insured.

CONDITIONS

1. PREMIUM COMPUTATION

The premium stated in the declarations is an advance premium unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the declarations and shall send copies of such records to the Company at the end of the policy period or at such times during the policy period as the Company may direct.

2. INSPECTION AND AUDIT

The Company shall be permitted at all reasonable times during the policy period to inspect the premises, plants, machinery and equipment used in connection with the Insured's business, trade or work, and to examine the Insured's books and records any time during the currency hereof and within three years after final settlement of all claims so far as the books and records relate to any payments made on account of occurrences covered by this Policy.

3. MAINTENANCE OF UNDERLYING INSURANCES

It is warranted by the Named Insured that the Policy or Policies referred to in the attached "Schedule of Underlying Insurances", including renewals or replacements thereof not more restrictive, shall be maintained without alteration of terms or conditions in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of occurrences happening during the period of this policy.

In the event there is no recovery available to the Insured as a result of insolvency of the underlying insurer or by reason of the Insured having breached the contract of underlying insurance, the coverage hereunder shall apply in excess of the limit of liability specified in the Schedule of Underlying Insurances.

4. CROSS LIABILITY

In the event of claims being made by reason of personal injuries suffered by any employee or employees of one insured hereunder for which another insured hereunder is or may be liable, then this Policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

In the event of claims being made by reason of damage to property belonging to any Insured hereunder for which another Insured is, or may be, liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Insuring Agreement 2.

5. NOTICE OF OCCURRENCE

Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this Policy notice shall be sent to the Company as soon as practicable, provided however, that failure to notify the Company of any occurrence which at the time of its happening, did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

6. ASSISTANCE AND CO-OPERATION

The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.

7. APPEALS

In the event the Insured or the Insured's underlying insurer(s) elect not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at its cost and expenses, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in Insuring Agreement 2 for any one occurrence and in addition the cost and expense of such appeal.

8. LOSS PAYABLE

Liability under this policy with respect to any occurrence shall not attach unless and until the Insured, or the Insured's underlying Insurers, shall have paid the amount of underlying limits on account of such occurrence. The Insured shall make a definite claim for any loss for which the Company may be liable under the policy within twelve (12) months after the Insured shall have paid an amount of "ultimate net loss" in excess of the amount borne by the Insured or after the Insured's liability shall have been fixed and rendered certain either by final judgment against the Insured after actual trial or by written agreement of the Insured, the Claiment, and the Company. If any subsequent payments shall be made by the Insured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

9. OTHER INSURANCE

If other valid and collectible insurance with any other Insurer is available to the Insured covering a loss also covered by this policy, other than underlying insurance and insurance that is in excess of the insurance afforded by this policy, this policy shall be in excess of and shall not contribute with such other insurance.

10. APPLICATION OF SALVAGES - SUBROGATION

All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company, provided always that nothing in this Policy shall be construed to mean that losses under this insurance are not recoverable until the Insured's ultimate net loss has been finally ascertained.

To the extent of payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization, subject to the rights of underlying Insurer, if any, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Named Insured shall do nothing after loss to prejudice such rights.

11. CHANGES

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop 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 hereof, signed by the Company's representative.

12. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Named Insured's legal representatives as Named Insured; provided that notice of cancellation addressed to the Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

13. CANCELLATION

This policy may be cancelled by either of the parties by mailing written notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company to the Insured at the address shown in this policy shall be sufficient proof of notice and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice.

Delivery of such written notice whether by the Insured or by the Company shall be equivalent to mailing. If the Company cancels, earned premium shall be computed pro rata. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedures.

Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation. The Company's check or the check of its representative mailed or delivered as aforesaid shall be sufficient tender of any refund of premium due to the Insured.

If this policy insures more than one Named Insured, cancellation may be effected by the first of such Named Insureds for the account of all the Named Insureds; notice of cancellation by the Company to such first Named Insured shall be deemed to be notice to all Insureds and payment of any unearned premium to such first Named Insured shall be for the account of all interests therein.

14. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Company shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

IN WITNESS WHEREOF, the CONTINENTAL CASUALTY COMPANY has caused this policy to be signed by its President and Secretary at Chicago, Illinois and countersigned on the Declarations Page by a duly authorized Agent of the Company.

[signature] [signature]

"SCHEDULE OF UNDERLYING INSURANCE"

COVERAGE	COMPANY	POLICY NO.	LIMITS OF LIABILITY
Employers Liability	Travelers		$ 500,000 each acc.
Comprehensive General-Automobile Liability	Travelers	Bodily Injury	1,000,000 each person 1,000,000 each occur. 1,000,000 aggregate
		Property Damage excluding auto	500,000 each accident 500,000 aggregate
Non-Admitted Mexican Liability	Commercial Casualty	Bodily Injury	200,000 each person 500,000 each acc.
		Property Damage	50,000 each acc. 50,000 aggregate
Admitted Chilean Liability	Royal	Bodily Injury	1,000,000 each person 1,000,000 each acc.
		Property Damage	500,000 each acc.
Aviation Liability	Indemnity Insurance Company of North America		5,000,000 Owned Aircraft 4,000,000 Non-Owned
Liquor - Legal Liability	Lloyds	Bodily Injury	50,000 per claim 100,000 aggregate
		Loss of Support	50,000
		Property Damage	50,000
Advertisers Liability	Seaboard Surety		1,000,000 per claim
Boiler & Machinery	Hartford Steam Boiler		Various

ENDORSEMENT # 1

POLICY No.	COMPANY	ISSUED TO	EFFECTIVE DATE
RD 9972475	Continental Casualty Company	The Anaconda Company, Etal.	10/4/59

This endorsement forms a part of and is for attachment to the policy described below, takes effect on the date shown below as "Effective Date" at the hour stated in said policy and expires concurrently with said policy; but the same shall not be binding upon the company unless countersigned by its authorized agent.

SECRETARY

President

It is agreed that this policy excludes coverage for liability arising out of the operation of watercraft.

ENDORSEMENT NO. 2

POLICY NO.	COMPANY	ISSUED TO	EFFECTIVE DATE
RD 9972475	Continental Casualty Co.	The Anaconda Company, Etal.	10/4/59

Countersigned by ______
LICENSED RESIDENT AGENT

Form M3461D

Printed in U. S. A.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

It is agreed that the insurance afforded under any liability coverage of the policy or of any endorsement used therewith does not apply:

(a) to injury, sickness, disease, death or destruction with respect to which an insured under the policy is also an insured under a contract of nuclear energy liability insurance issued by the Nuclear Energy Liability Insurance Association or the Mutual Atomic Energy Liability Underwriters and in effect at the time of the occurrence resulting in such injury, sickness, disease, death or destruction; provided, such contract of nuclear energy liability insurance shall be deemed to be in effect at the time of such occurrence notwithstanding such contract has terminated upon exhaustion of its limit of liability;

(b) to the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an insured, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard; provided that except for byproduct material, this paragraph (b) shall not apply to goods or products manufactured or handled by a nuclear facility owned, maintained, operated or used by or on behalf of an insured while such goods or products are away from such facility after sale or distribution to others;

(c) to the furnishing of services, materials, parts or equipment by an insured in connection with the planning, construction, maintenance, operation or use of any nuclear facility, (1) with respect to injury to or destruction of any nuclear facility or property thereat resulting from the nuclear energy hazard or (2) if the nuclear facility is located outside the United States of America, its territories or possessions, or Canada, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard;

(d) to the transportation, handling, use, sale, distribution or disposal of byproduct material, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard.

As used in this endorsement:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of source material, special nuclear material or byproduct material.

2. The terms "source material," "special nuclear material" and "byproduct material" shall have the meanings given them in the Atomic Energy Act of 1954 or by any law amendatory thereof; provided, except for byproduct material (a) contained in or combined with special nuclear material or (b) held, stored, transported or disposed of as waste by or on behalf of a nuclear facility, "byproduct material" shall not include any radioactive isotope away from a nuclear facility.

3. The term "nuclear facility" means:

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

   (b) any equipment or device (i) designed or used for the separation of the isotopes of uranium or plutonium, (ii) designed or used for the processing, fabricating or alloying of special nuclear material or of irradiated materials containing special nuclear material, (iii) incorporating or making use of such irradiated materials, or (iv) designed or used for processing waste byproduct material;

   (c) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste source material or waste consisting of or containing special nuclear material or byproduct material;

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

   Subdivision (ii) of paragraph (b) foregoing is not applicable to the occasional mechanical processing or fabricating of special nuclear material by any person or organization at a location which contains no equipment, device or apparatus otherwise defined herein as a nuclear facility, where special nuclear or byproduct material is not regularly handled, stored, or disposed of as waste, and which is principally used for other operations not related to the handling, fabricating or use of special nuclear material.

4. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

EFFECTIVE DATE OF THIS ENDORSEMENT	ENDORSEMENT NO.
October 4, 1959	3

This endorsement forms a part of and is for attachment to the following described policy, takes effect on the date shown above at the hour stated in said policy and expires concurrently with said policy:

POLICY NO.	COMPANY	ISSUED TO	POLICY EFFECTIVE DATE
RD 9972475	Continental Casualty Co.	The Anaconda Company, Etal.	10/4/59

Countersigned by R. J. Anderson
LICENSED RESIDENT AGENT

M5191 (2-1-58)

This endorsement forms a part of and is for attachment to the policy described below, takes effect on the date shown below as "Effective Date" at the hour stated in said policy and expires concurrently with said policy; but the same shall not be binding upon the company unless countersigned by its authorized agent.

Secretary President

In consideration of the premium charged, it is agreed that the following amendments are made to the policy:

Definition 5, Ultimate Net Loss, is completed to read as follows (after the final word, "insurance"): "Other than insurance specifically in excess hereof."

Insuring Agreement 2, Limit of Liability, Section (B) is rewritten as follows:

"$25,000. ultimate net loss in respect of each occurrence not covered by said underlying insurance (thereinafter called the "underlying limits") and then only up to an amount not exceeding the Company's limit of liability, stated in Item 5 of the Declarations, as the result of any one occurrence. There is no limit to the number of occurrences for which claims may be made hereunder, except as hereinafter provided.

In the event of a reduction or exhaustion of the aggregate Limits of Liability under said underlying insurance by reason of losses paid thereunder and which happened during the term of this Policy, this Policy shall, subject to the terms and conditions of the underlying insurance,"

Item #10 - Subrogation.

In the event of any payment under this Policy, the company shall be subrogated to the extent of such payment, to all the Insured's rights of recovery therefor and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights, but the Company shall have no rights of subrogation against any owned or controlled subsidiary or affiliated companies of the named insured. The Company will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings such amount shall be apportioned as follows:

First, any interest (including the Insured) that shall have paid an amount over and above any payment, made under this policy shall be reimbursed up to the amount paid by such interest; second, the Company shall be reimbursed out of the balance then remaining, up to the amount paid under this Policy; third, the Insured is entitled to the residue. The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned (including the Insured) in the ration of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of the Company, the expenses thereof shall be borne by the Company.

ENDORSEMENT NO. 4

POLICY NO.	COMPANY	ISSUED TO	EFFECTIVE DATE
RD 9972475	Continental Casualty Company	Anaconda Company, et al	10/4/59

nyo jr 11/30/60

Countersigned by R. J. Anderson LICENSED RESIDENT AGENT

Form M34610

Printed in U. S. A.

This endorsement forms a part of and is for attachment to the policy described below, takes effect on the date shown below as "Effective Date" at the hour stated in said policy and expires concurrently with said policy, but the same shall not be binding upon the company unless countersigned by its authorized agent.

Secretary

President

Johnson & Higgins #00208

In consideration of the premium charged, it is agreed that the Schedule of Underlying Insurance is amended as follows:

Coverage	Company	Limit
Employers Liability and Liability under Federal Employers Liability Act	Lloyds and Combined Companies	$1,000,000.00 excess $25,000.00 except with respect to Butte Anaconda and Pacific Railway and Toolle Valley Railway where excess $35,000.00

ENDORSEMENT NO. 5

POLICY NO.	COMPANY	ISSUED TO	EFFECTIVE DATE
RD 9972475	Continental Casualty Co.	The Anaconda Company, Etal.	10/4/60

11/2/60 TAS NYO

Countersigned by R. O. Anderson
LICENSED RESIDENT AGENT

Form M3461D

Printed in U.S.A.

ARCO v. Aetna, et al.

REVIEW SHEET

Privileged and Confidential
Attorney Work Product

SEARCHER REVIEW NAME/DATE: C. NIGAM 1/20/92

CASE BOX NUMBER: 1384	INACTIVE BOX INFORMATION	ACTIVE BOX INFORMATION
DOC. DATE: 0/0/59	RECORD CENTER:	DEPT.: INSURANCE
SITE CODE: NA	SCHEDULE #:	POSSESSOR: R. MERRILL
SIGNIFICANT: ☒ YES ☐ NO	DEPT. BOX #:	BLDG/ROOM: AP49 / CENTRAL FILES
MASK: ☐ YES ☒ NO	LOCATION #:	CAB/DRAWER: 60 D2 (2 of 2)

PRIVILEGE: ☐ YES ☒ NO REASON: A/L ✓

FILE TITLE: GREEN OXFORD PENDAFLEX

COMMENTS: Policy number RD 9972475 on MPL

SPECIFICATIONS

A. CORPORATE HISTORY AND ORGANIZATION
1. Incorporation documents
2. Annual reports
3. Corporate minutes
4. Financial records, audits, SEC filings
5. Documents describing corporate history
6. Merger and acquisition documents
7. Organizational charts
8. Department descriptions
9. Key job descriptions
10. Document retention/destruction policies
11. Corporate telephone and address books
12. Stationery exemplars
13. Location of records/content or records storage facilities
14. Sources/summaries of information

B. INSURANCE COVERAGE
1. Proof of insurance
   a. Policies
   b. Underwriting materials (including applications)
   c. Premiums
   d. Policy lists and descriptions of coverage
2. Policy interpretation
   a. Expected/intended clause
   b. Occurrence or accident clause
   c. Sudden/accidental pollution exclusions
   d. Waste materials exclusions
   e. Other pollution or contamination exclusions
   f. Deductibles
   g. Self-insured retentions ("SIR's")
   h. Exhaustion of limits of liability/filing of aggregate
   i. Number of occurrences
   j. Trigger of coverage
   k. Owned property exclusion
   l. Duty to defend
   m. Duty to indemnity
3. Captives
4. Reinsurance
5. Insurance and risk management department administrative materials
6. Claims handling by carriers
   a. Notice, tender of defense, responses
   b. Settlements and judgments and claims paid or denied by insurers
   c. Loss runs
   d. Insurer reserves
   e. Third-party claims handlers (e.g., ESIS)
7. Insurer knowledge of:
   a. Operations and facilities
   b. Site or workplace conditions
   c. Risks and hazards at sites
   d. Hazardous substances at sites
   e. Claims against ARCO (other than formal claim file)
8. Environmental monitoring, loss prevention services by insurers
9. Risk analyses, claims histories
10. Brokers: communications, information, services
11. Data provided to ARCO lawyers and accountants re insurance or claims

C. ARCO KNOWLEDGE RE RISKS
1. Unions and employee organizations
2. Lobbying and legislative testimony
3. ARCO statements re operations, health or environmental risks, hazardous substances, wastes
4. Government agencies: correspondence, inspections
5. Non-litigation claims, complaints, or inquiries from third parties
6. ARCO research re effects of hazardous substances on health or environment
7. Industry organization data re effects of hazardous substances on health or environment
8. Public information documents, warnings
9. Third party or publicly available information

D. OPERATION AND FACILITIES
1. Real estate documents
2. Permits and licenses
3. ARCO products
4. Operations manuals and descriptions
5. Pollution control procedures and equipment
6. Procedures for handling hazardous materials
7. Acquisition of hazardous substances
8. Handling, and shipment of hazardous substances
9. Properties of chemicals, minerals, and hazardous substances used, refined, manufactured, or stored on site
10. Properties of hazardous wastes and by-products generated during operations
11. Properties of hazardous materials disposed on site
12. ARCO on-site disposal facilities
13. Hazardous wastes sent to third party sites
14. Damage to health, property, or natural resources from operations
15. Effects on employee health, including workers' compensation claims
16. Effects of specific releases on health, environment, natural resources
17. Incident reports, normal releases, unplanned events
18. ARCO response to release of hazardous substances
19. Third party responses to release of hazardous substances
20. Compliance, enforcement proceedings
21. Environmental audits
22. Environmental Impact Statements

E. CURRENT CLAIMS, LITIGATION, AND DAMAGES
1. Documents re underlying actions
2. Indemnity claims
3. ARCO expenditures for litigation, defense cleanup, settlement, judgment
4. Projections of future costs
5. Economic impact on ARCO of release of hazardous substances
6. Payments by third parties for cleanup

F. ADMINISTRATIVE PROCESSING
1. File folder
2. Misfiled

G. LEAD
1. Lead in Paint
2. Lead

ATTORNEY REVIEW/QC NAME/DATE: T. Torres 1-27-92

PRODUCE: ☑ YES ☐ NO ☐ SYSTEM

PRIVILEGED: ☐ YES ☑ NO ☐ AWP ☐ ACP ☐ OTHER

PROTECTIVE ORDER: ☐ YES ☑ NO

JOINT DEFENSE AGREEMENT: ☐ YES ☑ NO

SIGNIFICANT: ☑ YES ☐ NO

MASK: ☐ SEE CPF ☑ NO

COMMENTS: Declarations to policy, on "missing policy list"

DOCUMENT PROCESSING

PRIORITY: ☑ ONE ☐ TWO ☐ THREE ☐ FOUR ☐ FIVE / NONE

COMPUTERIZATION: ☐ HEAVY KEYWORD ☐ LIGHT KEYWORD ☐ BULK ☐ UPDATE

Revised 12/8/91

REVIEW SHEET NUMBER: **0039622**

PRODUCTION NUMBER RANGE: ARCO10367526 TO ARCO10367539

CONTINENTAL CASUALTY COMPANY

Chicago, Illinois

INCORPORATED BY THE STATE OF ILLINOIS AS A STOCK COMPANY
HEREINAFTER CALLED THE COMPANY

Policy No. RD 9972475
Renewal of No. New

DECLARATIONS

1. Name of Insured:	The Anaconda Company and/or its affiliated associated and subsidiary companies and their subsidiary companies, as now constituted or as may hereinafter be acquired or created and Inspiration Consolidated Copper Company and Warrior Co-Operative Mercantile Company and Butte Copper and Zinc Company.
P.O. Address:	25 Broadway, New York, New York
2. Location of Coverage:	Worldwide
3. Policy Period:	FROM: October 4, 1959 TO: October 4, 1962 (12:01 A.M. Standard Time at the Address of the Named Insured)
4. Coverage:	Excess Public Liability and Property Damage
5. Limits of Liability:	$2,000,000. Single Limit any one occurrence Combined Personal Injury and/or Property Damage in excess of limits indicated in the schedule of underlying insurance (see Endorsement #1 attached) or $25,000. ultimate net loss each occurrence not covered by said underlying insurance.
6. Premium:	$42,840. Payable $14,280. Inception $14,280. 1st Anniversary $14,280. 2nd Anniversary $14,280. Annual Minimum Premium Rate: $.0065 per $100. of Payroll
7. Audit Period:	Annual

DATE OF ISSUE:

February 15, 1960

COUNTERSIGNED BY:

P. J. Anderson

Licensed Resident Agent

M 2009

AKC010367526

CONTINENTAL CASUALTY COMPANY

Chicago, Illinois

INCORPORATED BY THE STATE OF ILLINOIS AS A STOCK COMPANY
HEREINAFTER CALLED THE COMPANY

Agrees with the Named Insured specified in the Declarations, made a part hereof, subject to the limitations, terms and conditions hereinafter mentioned:

INSURING AGREEMENTS

1. COVERAGE

To indemnify the insured for all sums which the insured shall be obligated to pay by reason of the liability

(A) Imposed upon the insured by law,

or

(B) Assumed by the insured under written contract or agreement but only in respect of operations by or on behalf of the Named Insured,

for damages, direct or consequential, and expenses, all as more fully defined by the term "ultimate net loss", on account of personal injuries, including death at any time resulting therefrom, and property damage caused by or arising out of each occurrence.

2. LIMIT OF LIABILITY

The Company shall only be liable for the ultimate net loss in excess of either

(A) the amount recoverable under underlying insurance as set out in the attached schedule

or

(B) $25,000. ultimate net loss in respect of each occurrence not covered by said underlying insurance (thereinafter called the "underlying limits") and then only up to an amount not exceeding the Company's limit of liability, stated in Item 5 of the Declarations, as a result of any one occurrence. There is no limit to the number of occurrences for which claims may be made hereunder, except as hereinafter provided, thereunder and which happened during the term of this policy, this Policy shall, subject to the terms and conditions of the underlying insurance,

M 2505

(1) in the event of reduction pay the excess of the reduced underlying limit;

or

(2) in the event of exhastion continue in force as underlying insurance.

The Company's total limit of liability, in respect to (1) and (2) above only, shall not exceed the amount stated in Item 5 of the Declarations on account of all occurrences happening during each annual period commencing with the effective or anniversary date of the policy.

The inclusion of more than one insured shall not operate to increase the Company's limit of liability in all arising out of one occurrence.

3. POLICY PERIOD - TERRITORY

This policy applies only to "occurrences", as defined herein, during the policy period anywhere in the world.

DEFINITIONS

1. NAMED INSURED AND INSURED

The words "Named Insured", wherever used in this policy, includes any subsidiary company of the Named Insured and any other company coming under the Named Insured's control of which it assumes active management.

The unqualified word "Insured", wherever used in this policy, includes not only the Named Insured but also

(A) any person, organization, trustee or estate to whom 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 of operations by or on behalf of the Named Insured;

(B) any partner, executive officer, director, stockholder or employee of the Named Insured, while acting his capacity as such.

2. PERSONAL INJURIES

The term "Personal Injuries" wherever used herein, shall include, not by way of limitation, the following:

Bodily Injury, Mental Injury, Mental Anguish, Shock, Sickness, Disease, Disability, False Arrest, False Imprisonment, Wrongful Eviction, Wrongful Detention, Malicious Prosecution, Discrimination, Humiliation, Invasion of right of privacy, Libel, Slander or Defamation of Character; also Piracy and any Infringement of Copyright or of property or contract rights committed or alleged to have been committed in the conduct of the Insured's promotional, Public relations and advertising activities.

It is understood and agreed, however, that with respect to promotional public relations and advertising activities this policy shall not apply to claims against the Insured:

(1) for failure of performance of contract (but this shall not relate to claim for unauthorized appropriation of ideas based upon alleged breach of implied contract);

(2) by advertising agents of the Insured;

(3) for infringement of trade-mark or trade name by use thereof as the trade-mark or trade name on goods as advertised;

(4) for incorrect discription of any article or commodity;

(5) for mistake in advertised price.

3. PROPERTY DAMAGE

The term "Property Damage", wherever used herein, shall mean, direct or consequential, damage to, or destruction of, or loss of use of property.

4. OCCURRENCE

The term "Occurrence", wherever used herein, shall mean an event, or continuous or repeated exposure to conditions, which unexpectedly or unintentionally causes injury, damage or destruction during the policy period. All such exposures to substantially the same general conditions existing at or emanating from each premises location during the policy period shall be deemed one occurrence.

5. ULTIMATE NET LOSS

The term "Ultimate Net Loss" shall mean the total sum which the Insured, or any company as his insurer, becomes obligated to pay by reason of personal injury or property damage claims, either through adjudication or compromise, and all sums paid for expense, including premiums for attachment or appeal bonds, in respect to litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of employees and office expenses of the Named Insured or of any underlying insurer or any other expenses which are recoverable through any other valid and collectible insurance.

6. AUTOMOBILE

The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

7. AIRCRAFT

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designated to transport persons or property.

EXCLUSIONS

This Policy shall not apply except as covered in underlying insurance:

(a) to personal injury or property damage caused intentionally by or at the direction of the Insured, excepting that this exclusion shall not apply to personal injury or death resulting from any act of the Insured alleged to be assault and battery, committed for the purpose of preventing or eliminating danger in the operation of aircraft;

(b) to owned watercraft exceeding fifty (50) feet in length;

(c) with respect to any aircraft while operated with the knowledge and consent of any executive officer or director of the Named Insured;

(1) in violation of the Federal Airworthiness Certificate of said aircraft;

(2) in violation of Federal Regulation for Civil Aviation applicable to:

(I) night flying,

(II) minimum safe altitudes, or

(III) student instruction;

(d) to claims made against the Insured:

(1) for repairing or replacing any defective product or products manufactured, sold or supplied by the Insured or any defective part or parts thereof nor for the cost of such repair or replacement;

(2) for the loss of use of any such defective product or products or part or parts thereof;

(3) for improper or inadequate performance, design or specification of any product.

(e) to any obligation for which the Insured as any carrier or his insurer may be held liable under any Workmen's Compensation, Unemployment Compensation or Disability Benefits law.

(f) to loss of, destruction of, or damage to property owned by the Named Insured.

CONDITIONS

1. PREMIUM COMPUTATION

The premium stated in the declarations is an advance premium unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the declarations and shall send copies of such records to the Company at the end of the policy period or at such times during the policy period as the Company may direct.

2. INSPECTION AND AUDIT

The Company shall be permitted at all reasonable times during the policy period to inspect the premises, plants, machinery and equipment used in connection with the Insured's business, trade or work, and to examine the Insured's books and records any time during the currency hereof and within three years after final settlement of all claims so far as the books and records relate to any payments made on account of occurrences covered by this Policy.

3. MAINTENANCE OF UNDERLYING INSURANCES

It is warranted by the Named Insured that the Policy or Policies referred to in the attached "Schedule of Underlying Insurances", including renewals or replacements thereof not more restrictive, shall be maintained without alteration of terms or conditions in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of occurrences happening during the period of this policy.

In the event there is no recovery available to the Insured as a result of insolvency of the underlying insurer or by reason of the Insured having breached the contract of underlying insurance, the coverage hereunder shall apply in excess of the limit of liability specified in the Schedule of Underlying Insurances.

4. CROSS LIABILITY

In the event of claims being made by reason of personal injuries suffered by any employee or employees of one insured hereunder for which another insured hereunder is or may be liable, then this Policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

In the event of claims being made by reason of damage to property belonging to any Insured hereunder for which another Insured is, or may be, liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Insuring Agreement 2.

5. NOTICE OF OCCURRENCE

Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this Policy notice shall be sent to the Company as soon as practicable, provided however, that failure to notify the Company of any occurrence which at the time of its happening, did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

6. ASSISTANCE AND CO-OPERATION

The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.

7. APPEALS

In the event the Insured or the Insured's underlying insurer(s) elect not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at its cost and expenses, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in Insuring Agreement 2 for any one occurrence and in addition the cost and expense of such appeal.

8. LOSS PAYABLE

Liability under this policy with respect to any occurrence shall not attach unless and until the Insured, or the Insured's underlying Insurers, shall have paid the amount of underlying limits on account of such occurrence. The Insured shall make a definite claim for any loss for which the Company may be liable under the policy within twelve (12) months after the Insured shall have paid an amount of "ultimate net loss" in excess of the amount borne by the Insured or after the Insured's liability shall have been fixed and rendered certain either by final judgment against the Insured after actual trial or by written agreement of the Insured, the Claiment, and the Company. If any subsequent payments shall be made by the Insured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

9. OTHER INSURANCE

If other valid and collectible insurance with any other Insurer is available to the Insured covering a loss also covered by this policy, other than underlying insurance and insurance that is in excess of the insurance afforded by this policy, this policy shall be in excess of and shall not contribute with such other insurance.

10. APPLICATION OF SALVAGES - SUBROGATION

All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company, provided always that nothing in this Policy shall be construed to mean that losses under this insurance are not recoverable until the Insured's ultimate net loss has been finally ascertained.

To the extent of payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization, subject to the rights of underlying Insurer, if any, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Named Insured shall do nothing after loss to prejudice such rights.

11. CHANGES

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop 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 hereof, signed by the Company's representative.

12. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Named Insured's legal representatives as Named Insured; provided that notice of cancellation addressed to the Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

13. CANCELLATION

This policy may be cancelled by either of the parties by mailing written notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company to the Insured at the address shown in this policy shall be sufficient proof of notice and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice.

Delivery of such written notice whether by the Insured or by the Company shall be equivalent to mailing. If the Company cancels, earned premium shall be computed pro rata. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedures.

Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation. The Company's check or the check of its representative mailed or delivered as aforesaid shall be sufficient tender of any refund of premium due to the Insured.

If this policy insures more than one Named Insured, cancellation may be effected by the first of such Named Insureds for the account of all the Named Insureds; notice of cancellation by the Company to such first Named Insured shall be deemed to be notice to all Insureds and payment of any unearned premium to such first Named Insured shall be for the account of all interests therein.

14. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Company shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

IN WITNESS WHEREOF, the CONTINENTAL CASUALTY COMPANY has caused this policy to be signed by its President and Secretary at Chicago, Illinois and countersigned on the Declarations Page by a duly authorized Agent of the Company.

[signature] SECRETARY [signature]

M 2505-2

"SCHEDULE OF UNDERLYING INSURANCE"

COVERAGE	COMPANY	POLICY NO.	LIMITS OF LIABILITY
Employers Liability	Travelers		$ 500,000 each acc.
Comprehensive General-Automobile Liability	Travelers	Bodily Injury	1,000,000 each person 1,000,000 each occur. 1,000,000 aggregate
		Property Damage excluding auto	500,000 each accident 500,000 aggregate
Non-Admitted Mexican Liability	Commercial Casualty	Bodily Injury	200,000 each person 500,000 each acc.
		Property Damage	50,000 each acc. 50,000 aggregate
Admitted Chilean Liability	Royal	Bodily Injury	1,000,000 each person 1,000,000 each acc.
		Property Damage	500,000 each acc.
Aviation Liability	Indemnity Insurance Company of North America		5,000,000 Owned Aircraft 4,000,000 Non-Owned
Liquor - Legal Liability	Lloyds	Bodily Injury	50,000 per claim 100,000 aggregate
		Loss of Support	50,000
		Property Damage	50,000
Advertisers Liability	Seaboard Surety		1,000,000 per claim
Boiler & Machinery	Hartford Steam Boiler		Various

ENDORSEMENT # 1

POLICY No.	COMPANY	ISSUED TO	EFFECTIVE DATE
RD 9972475	Continental Casualty Company	The Anaconda Company, Etal.	10/4/59

ARC010367535

(If premium is payable in annual installments use Form M3467)

This endorsement forms a part of and is for attachment to the policy described below, takes effect on the date shown below as "Effective Date" at the hour stated in said policy and expires concurrently with said policy; but the same shall not be binding upon the company unless countersigned by its authorized agent.

SECRETARY

President

It is agreed that this policy excludes coverage for liability arising out of the operation of watercraft.

ENDORSEMENT NO. 2

POLICY NO.	COMPANY	ISSUED TO	EFFECTIVE DATE
RD 9972475	Continental Casualty Co.	The Anaconda Company, Etal.	10/4/59

Countersigned by R. [signature] LICENSED ~~RESIDENT~~ AGENT

Form M3461D

Printed in U. S. A.

ARC010367536

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

It is agreed that the insurance afforded under any liability coverage of the policy or of any endorsement used therewith does not apply:

(a) to injury, sickness, disease, death or destruction with respect to which an insured under the policy is also an insured under a contract of nuclear energy liability insurance issued by the Nuclear Energy Liability Insurance Association or the Mutual Atomic Energy Liability Underwriters and in effect at the time of the occurrence resulting in such injury, sickness, disease, death or destruction; provided, such contract of nuclear energy liability insurance shall be deemed to be in effect at the time of such occurrence notwithstanding such contract has terminated upon exhaustion of its limit of liability;

(b) to the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an insured, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard; provided that except for byproduct material, this paragraph (b) shall not apply to goods or products manufactured or handled by a nuclear facility owned, maintained, operated or used by or on behalf of an insured while such goods or products are away from such facility after sale or distribution to others;

(c) to the furnishing of services, materials, parts or equipment by an insured in connection with the planning, construction, maintenance, operation or use of any nuclear facility, (1) with respect to injury to or destruction of any nuclear facility or property thereat resulting from the nuclear energy hazard or (2) if the nuclear facility is located outside the United States of America, its territories or possessions, or Canada, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard;

(d) to the transportation, handling, use, sale, distribution or disposal of byproduct material, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard.

As used in this endorsement:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of source material, special nuclear material or byproduct material.

2. The terms "source material," "special nuclear material" and "byproduct material" shall have the meanings given them in the Atomic Energy Act of 1954 or by any law amendatory thereof; provided, except for byproduct material (a) contained in or combined with special nuclear material or (b) held, stored, transported or disposed of as waste by or on behalf of a nuclear facility, "byproduct material" shall not include any radioactive isotope away from a nuclear facility.

3. The term "nuclear facility" means:

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

   (b) any equipment or device (i) designed or used for the separation of the isotopes of uranium or plutonium, (ii) designed or used for the processing, fabricating or alloying of special nuclear material or of irradiated materials containing special nuclear material, (iii) incorporating or making use of such irradiated materials, or (iv) designed or used for processing waste byproduct material;

   (c) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste source material or waste consisting of or containing special nuclear material or byproduct material;

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

   Subdivision (ii) of paragraph (b) foregoing is not applicable to the occasional mechanical processing or fabricating of special nuclear material by any person or organization at a location which contains no equipment, device or apparatus otherwise defined herein as a nuclear facility, where special nuclear or byproduct material is not regularly handled, stored, or disposed of as waste, and which is principally used for other operations not related to the handling, fabricating or use of special nuclear material.

4. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

EFFECTIVE DATE OF THIS ENDORSEMENT	ENDORSEMENT NO.
October 4, 1959	3

This endorsement forms a part of and is for attachment to the following described policy, takes effect on the date shown above at the hour stated in said policy and expires concurrently with said policy:

POLICY NO.	COMPANY	ISSUED TO	POLICY EFFECTIVE DATE
RD 9972475	Continental Casualty Co.	The Anaconda Company, Etal.	10/4/59

Countersigned by [signature]
LICENSED RESIDENT AGENT

M5191 (2-1-58)

ARC010367537

(If premium is payable in annual installments use Form M3497)

This endorsement forms a part of and is for attachment to the policy described below, takes effect on the date shown below as "Effective Date" at the hour stated in said policy and expires concurrently with said policy; but the same shall not be binding upon the company unless countersigned by its authorized agent.

Secretary — President

In consideration of the premium charged, it is agreed that the following amendments are made to the policy:

Definition 5, Ultimate Net Loss, is completed to read as follows (after the final word, "insurance"): "Other than insurance specifically in excess hereof."

Insuring Agreement 2, Limit of Liability, Section (B) is rewritten as follows:

"$25,000. ultimate net loss in respect of each occurrence not covered by said underlying insurance (thereinafter called the "underlying limits") and then only up to an amount not exceeding the Company's limit of liability, stated in Item 5 of the Declarations, as the result of any one occurrence. There is no limit to the number of occurrences for which claims may be made hereunder, except as hereinafter provided.

In the event of a reduction or exhaustion of the aggregate Limits of Liability under said underlying insurance by reason of losses paid thereunder and which happened during the term of this Policy, this Policy shall, subject to the terms and conditions of the underlying insurance,"

Item #10 - Subrogation.

In the event of any payment under this Policy, the company shall be subrogated to the extent of such payment, to all the Insured's rights of recovery therefor and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights, but the Company shall have no rights of subrogation against any owned or controlled subsidiary or affiliated companies of the named insured. The Company will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings such amount shall be apportioned as follows:

First, any interest (including the Insured) that shall have paid an amount over and above any payment, made under this policy shall be reimbursed up to the amount paid by such interest; second, the Company shall be reimbursed out of the balance then remaining, up to the amount paid under this Policy; third, the Insured is entitled to the residue. The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned (including the Insured) in the ration of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of the Company, the expenses thereof shall be borne by the Company.

ENDORSEMENT NO. 4

POLICY NO.	COMPANY	ISSUED TO	EFFECTIVE DATE
RD 9972475	Continental Casualty Company	Anaconda Company, et al	10/4/59

nyo jr 11/30/60

Countersigned by R. I. Anderson LICENSED RESIDENT AGENT

Form M34610

Printed in U. S. A.

ARC010367538

... premium is payable in annual installments ...

This endorsement forms a part of and is for attachment to the policy described below, takes effect on the date shown below as "Effective Date" at the hour stated in said policy and expires concurrently with said policy; but the same shall not be binding upon the company unless countersigned by its authorized agent.

Secretary

President

Johnson & Higgins #00208

In consideration of the premium charged, it is agreed that the Schedule of Underlying Insurance is amended as follows:

Coverage	Company	Limit
Employers Liability and Liability under Federal Employers Liability Act	Lloyds and Combined Companies	$1,000,000.00 excess $25,000.00 except with respect to Butte Anaconda and Pacific Railway and Toolle Valley Railway where excess $35,000.00

ENDORSEMENT NO. 5

POLICY NO.	COMPANY	ISSUED TO	EFFECTIVE DATE
RD 9972475	Continental Casualty Co.	The Anaconda Company, Etal.	10/4/60

11/2/60 TAS NYO

Countersigned by R. J. Anderson LICENSED RESIDENT AGENT

Form M3461D Printed in U. S. A.

ARC010367539

REVIEW SHEET

Privileged and Confidential
Attorney Work Product

SEARCHER REVIEW

NAME/DATE: C. NICAM 1/20/92

CASE BOX NUMBER: 1304
DOC. DATE: 0/0/59
SITE CODE: NA
SIGNIFICANT: ☒ YES ☐ NO
MASK: ☐ YES ☒ NO
PRIVILEGE: ☐ YES ☒ NO REASON: A/L ✓

INACTIVE BOX INFORMATION
RECORD CENTER:
SCHEDULE #:
DEPT. BOX #:
LOCATION #:

ACTIVE BOX INFORMATION
DEPT.: INSURANCE
POSSESSOR: R. MERRILL
BLDG/ROOM: AP49 / CENTRAL FILES
CAB/DRAWER: GO D2 (2 of 2)

FILE TITLE: GREEN OXFORD PENDAFLEX
COMMENTS: Policy number RD 9972475 on MPL

SPECIFICATIONS

A. CORPORATE HISTORY AND ORGANIZATION
1. Incorporation documents
2. Annual reports
3. Corporate minutes
4. Financial records, audits, SEC filings
5. Documents describing corporate history
6. Merger and acquisition documents
7. Organizational charts
8. Department descriptions
9. Key job descriptions
10. Document retention/destruction policies
11. Corporate telephone and address books
12. Stationery exemplars
13. Location of records/content or records storage facilities
14. Sources/summaries of information

B. INSURANCE COVERAGE
1. Proof of insurance
   a. Policies
   b. Underwriting materials (including applications)
   c. Premiums
   d. Policy lists and descriptions of coverage
2. Policy interpretation
   a. Expected/intended clause
   b. Occurrence or accident clause
   c. Sudden/accidental pollution exclusions
   d. Waste materials exclusions
   e. Other pollution or contamination exclusions
   f. Deductibles
   g. Self-insured retentions ("SIR's")
   h. Exhaustion of limits of liability/filing of aggregate
   i. Number of occurrences
   j. Trigger of coverage
   k. Owned property exclusion
   l. Duty to defend
   m. Duty to indemnity
3. Captives
4. Reinsurance
5. Insurance and risk management department administrative materials
6. Claims handling by carriers
   a. Notice, tender of defense, responses
   b. Settlements and judgments and claims paid or denied by insurers
   c. Loss runs
   d. Insurer reserves
   e. Third-party claims handlers (e.g. ESIS)
7. Insurer knowledge of:
   a. Operations and facilities
   b. Site or workplace conditions
   c. Risks and hazards at sites
   d. Hazardous substances at sites
   e. Claims against ARCO (other than formal claim file)
8. Environmental monitoring, loss prevention services by insurers
9. Risk analyses, claims histories
10. Brokers: communications, information, services
11. Data provided to ARCO lawyers and accountants re insurance or claims

C. ARCO KNOWLEDGE RE RISKS
1. Unions and employee organizations
2. Lobbying and legislative testimony
3. ARCO statements re operations, health or environmental risks, hazardous substances, wastes
4. Government agencies: correspondence, inspections
5. Non-litigation claims, complaints, or inquiries from third parties
6. ARCO research re effects of hazardous substances on health or environment
7. Industry organization data re effects of hazardous substances on health or environment
8. Public information documents, warnings
9. Third party or publicly available information

D. OPERATION AND FACILITIES
1. Real estate documents
2. Permits and licenses
3. ARCO products
4. Operations manuals and descriptions
5. Pollution control procedures and equipment
6. Procedures for handling hazardous materials
7. Acquisition of hazardous substances
8. Handling, and shipment of hazardous substances
9. Properties of chemicals, minerals, and hazardous substances used, refined, manufactured, or stored on site
10. Properties of hazardous wastes and by-products generated during operations
11. Properties of hazardous materials disposed on site
12. ARCO on-site disposal facilities
13. Hazardous wastes sent to third party sites
14. Damage to health, property, or natural resources from operations
15. Effects on employee health, including workers' compensation claims
16. Effects of specific releases on health, environment, natural resources
17. Incident reports, normal releases, unplanned events
18. ARCO response to release of hazardous substances
19. Third party responses to release of hazardous substances
20. Compliance, enforcement proceedings
21. Environmental audits
22. Environmental Impact Statements

E. CURRENT CLAIMS, LITIGATION, AND DAMAGES
1. Documents re underlying actions
2. Indemnity claims
3. ARCO expenditures for litigation, defense cleanup, settlement, judgment
4. Projections of future costs
5. Economic impact on ARCO of release of hazardous substances
6. Payments by third parties for cleanup

F. ADMINISTRATIVE PROCESSING
1. File folder
2. Misfiled

G. LEAD
1. Lead in Paint
2. Lead

ATTORNEY REVIEW/QC

NAME/DATE:

PRODUCE: ☐ YES ☐ NO ☐ SYSTEM
PRIVILEGED: ☐ YES ☐ NO
☐ AWP ☐ ACP
☐ OTHER ________
PROTECTIVE ORDER: ☐ YES ☐ NO
JOINT DEFENSE AGREEMENT: ☐ YES ☐ NO
SIGNIFICANT: ☐ YES ☐ NO
MASK: ☐ SEE CPF ☐ NO

COMMENTS: Declarations page

DOCUMENT PROCESSING

PRIORITY: ☐ ONE ☐ TWO ☐ THREE ☐ FOUR ☐ FIVE / NONE
COMPUTERIZATION: ☐ HEAVY KEYWORD ☐ LIGHT KEYWORD ☐ BULK ☐ UPDATE

REVIEW SHEET NUMBER:

PRODUCTION NUMBER RANGE:
TO

Revised