No. TMP 4 0C1 230

4 000 830
Renewal of Number

FORT WORTH LLOYDS
FORT WORTH, TEXAS

ROBERTS & RHEA
Texas Managers
1401 West Lancaster
FORT WORTH, TEXAS

PLAINTIFF'S EXHIBIT
UTX-83

DECLARATIONS

Item 1. Named Insured and P. O. Address
No. Street, Town County, State, Zip)

UTEX INDUSTRIES, INC., AND ZENOX, INC.
A WHOLLY OWNED SUBSIDIARY OF UTEX
INDUSTRIES, INC. AND XENTEX, INC., A
SUBSIDIARY OF UTEX
P. O. Box 79227, Houston, Texas 77079

Item 2. Policy Period:
From August 1, 1983 To August 1, 1984
12.01 A.M. Standard Time at location of described property

Item 3. The Named Insured is: ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other:

Item 4. Location of premises: Enter "same" if same location as above) — Occupancy of Premises

No. 1 See 22 attached — Gasket Manufacturing
No. 2
No. 3

Item 5. Insurance is provided with respect to those premises described above and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof:

		LIMIT OF LIABILITY Loc. No. / Bldg. No.	Loc. No. / Bldg. No.	Loc. No. / Bldg. No.	COINSURANCE PERCENTAGE APPLICABLE	COVERAGE		
SECTION I PROPERTY COVERAGE	DIVISION 1	$ See 22	$	$		A. Building(s)	DIVISION 1	SECTION I PROPERTY COVERAGE
		$	$	$		B. Personal Property		
		$	$	$		Addl. Cov. (Specify)		
		$	$	$				
		WINDSTORM & HAIL DEDUCTIBLE $ 5,000.		ALL OTHER PERILS DEDUCTIBLE—SEE COVERAGE FORMS ATTACHED				
	DIVISION 2	$	$	$		Addl. Cov. (Specify)	DIVISION 2	
		$	$	$				

	LIMIT OF LIABILITY				COVERAGE	
SECTION II LIABILITY COVERAGE	$	each occurrence	$	aggregate	C. Bodily Injury and Property Damage Liability	SECTION II LIABILITY COVERAGE
	$	each person	$	each accident	D. Premises Medical Payments	
	$				Addl. Cov. (Specify)	
	$					

☐ SECTION III—CRIME COVERAGE
☐ SECTION IV—BOILER AND MACHINERY COVERAGE
Limits as stated in the endorsement, made part of this Policy, if indicated by ☒

Item 6. Forms and Endorsements made a part of this Policy at time of issue:
(INSERT NO. AND EDITION DATE)
16-20-21A-22-51-100-103-121-134-140-178-200-202-205-G 604-R5-24

Item 7. Loss on building items shall be payable to

Address — as Mortgagee or Trustee, as their interest may appear at the time of loss, subject to Mortgage Clause (without contribution) printed elsewhere in this policy.

Item 8. The Total Provisional Premium is $ 49,708.00

Countersignature Date: August 8, 1983
At: Houston, Texas

C. COBB & COMPANY #716
Agent.

In Consideration of the Provisions and Stipulations Herein or Added Hereto and of the Premium Above Specified (or specified in endorsement attached hereto), this Company, for the term **from inception date shown above** (At 12:01 A.M. Standard Time) **to expiration date shown above** (At 12:01 A.M. Standard Time) at location of property involved, to an amount not exceeding the limit of liability specified, does insure **the insured named in the Declarations above** and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all **DIRECT LOSS BY FIRE, LIGHTNING AND OTHER PERILS INSURED AGAINST IN THIS POLICY INCLUDING REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED,** to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

R-490 TXMP (1-80)

UTEX 000574

Concealment, fraud. This entire policy shall be void if, whether before or after a loss, the insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

Uninsurable and excepted property. This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities, nor, unless specifically named hereon in writing, bullion or manuscripts.

Perils not included. This company shall not be liable for loss by fire caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this Company be liable for loss by theft.

Other Insurance. Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

Conditions suspending or restricting insurance. Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring

(a) while the hazard is increased by any means within the control or knowledge of the insured; or

(b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or

(c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

Other perils or subjects. Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

Added provisions. The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

Waiver provisions. No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.

Cancellation of policy. This policy shall be cancelled at any time at the request of the insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this Company by giving to the insured a ten days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

Pro rata liability. This Company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

Requirements in case loss occurs. The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed, **and within ninety-one days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss,** signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.

Appraisal. In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a district court of a judicial district where the loss occurred. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

Company's options. It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within thirty days after the receipt of the proof of loss herein required.

Abandonment. There can be no abandonment to this Company of any property.

When loss payable. The amount of loss for which this Company may be liable shall be payable sixty days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an award as herein provided.

Suit. No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within two years and one day next after cause of action accrues.

Subrogation. This Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company. The insured may not, except it be in writing executed prior to the loss, waive his right of recovery from any party.

If insurance under this policy be made by a mutual or any other company having special regulations lawfully applicable to its organization, membership, by-laws, policyholders or policies or contracts of insurance which would in any manner exempt such company from any condition(s) of this policy or which would affect or change any condition(s) of this policy whether such exemption(s) or change(s) relate to premium payment, assessments, or any other performance hereunder, such special regulations which are lawfully applicable are printed hereon or attached hereto as endorsements.

Article 6.13. Policy a Liquidated Demand. A fire insurance policy, in case of a total loss by fire of property insured, shall be held and considered to be a liquidated demand against the Company for the full amount of such policy. The provisions of this Article shall not apply to personal property.

FORM NO. TxCMP-16
Effective
January 1, 1975

TCMP—GENERAL SCHEDULE—SECTION II

☒ TxCMP 200, TMP Liability Insurance Form ☒ TxCMP-202, Comprehensive General Liability Insurance Endorsement

Description of Hazards and Locations

The rating classifications herein, except as specifically provided elsewhere, do not modify any of the provisions of the policy.	Code No.	Premium Bases †	Rates *B.I.	Rates P.D.	Advance Premiums *B.I.	Advance Premiums P.D.
(a) Premises—Operations		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration		* If Single Limit, Use B.I. Column. Include Premium for Premises Medical Payment Insurance in B.I. Column.	
(b) Escalators		(d) Number Insured	(d) Per Landing			
(c) Independent Contractors—Let or Sublet Work		(e) Cost	(e) Per $100 of Cost			
(d) Completed Operations		(f) Receipts	(f) Per $1,000 of Receipts			
(e) Products		(g) Sales	(g) Per $1,000 of Sales			
a) Plastic or Rubber Goods Mfg.- household type..................	30795	c) 2,865,800			Included	
Machine Shops..................	39996	c) 75,898			Included	
Carpentry..................	17535				Included	
Masonry Work..................	17425				Included	
Concrete Construction-including foundations, making, setting up or taking down forms, scaffolds, false-work or concrete distributing apparatus..................	17745				Included	
Painting..................	17235				Included	
C) Construction Operations-contractor (not railroads)-excluding operations on board ships.......	16291	E) If Any			Included	
e) Plastic or Rubber Goods Mfg.-...	30792	c) 16,000,000			Included	
Vacant Land-excluding real estate development property............	65150					
Humble, Texas		a) 3283 ft. frontage			Included	
Weimer, Texas		a) 5259 ft. frontage			Included	
1511 Upland Houston, Texas					Included	

†Describe premium bases, if other than stated.

Effective
January 1, 1975

SUPPLEMENTAL DECLARATIONS ENDORSEMENT

Location of premises, as stated in the Declarations, is extended to include the following and insurance is provided with respect to those premises described below and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all the terms of this policy including forms and endorsements made a part hereof:

Div. No.	Loc. No.	Bldg. No.	LOCATION OF PREMISES (Address, City, State)	OCCUPANCY	SECTION I COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability ($)
1	1	1	On the 1 & 2 story, SFR-WR Bldg. #1 (Main Plant) located on Utex St., in part of Robert M. Johnson Survey & H. Austin 5 League A4, Colorado County, Weimar, Texas File UTE 10 1000, Occupancy Gasket Mfg.	Gasket Mfg.	Bldg.	100 121	80%	2,051,123.
1	1	1	On contents in Bldg. #1	Gasket Mfg.	Contents	100 121	80%	~~2,872,947~~.
1	1	2	On 1 & 2 SFR-WR Bldg. #2 located on above described premises UTE-10-1000 A	Gasket Mfg. & solvent recovery (Friction bldg.)	Bldg.	100 121	80%	226,800.
1	1	2	On contents in Bldg. #2	" "	Contents	100 121	80%	134,482.
1	1	3	On one story, NC-ICM Bldg. #3 UTE 10-1000 B located on above described premises	Gasket Mfg. & solvent recovery	Bldg.	100 121	80%	16,800.
1	1	3	On contents Bldg. #3	" "	Contents	100 121	80%	131,417.
1	1	4	On one story, SFR-WR Bldg. #4 Boiler House (hot oil)	Boiler House (hot oil)	Bldg.	100 121	80%	31,920.
1	1	4	Contents in Bldg. #4	Boiler House	Contents	100 121	80%	15,418.
1	1	5	On one & two story, Hollow-tile Bldg. #5 UTE 10-1000D located on above premises	Warehouse	Bldg.	100 121	80%	294,000.
1	1	5	On contents in Bldg. #5	Warehouse	Contents	100 121	80%	1,411,232.

Prescribed by the State Board of Insurance
Form TxMP-22, Effective January 1, 1975

UTEX 000577

FORM NO. TxMP-22
Effective
January 1, 1975

TMP–SUPPLEMENTAL DECLARATIONS ENDORSEMENT

Location of premises, as stated in the Declarations, is extended to include the following and insurance is provided with respect to those premises described below and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all the terms of this policy including forms and endorsements made a part hereof:

Div. No.	Loc. No.	Bldg. No.	LOCATION OF PREMISES (Address, City, State)	OCCUPANCY	SECTION I COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability ($)
1	1	6	On one story "S" Bldg. #6 UTE 10-1000 E. located on above premises	Plastic Gasket Mfg.	Bldg.	100 121	80%	67,200.
1	1	6	On contents Bldg. #6	"	Contents	100 121	80%	198,470.
1	1	7	On the 1&1=2-S Bldg. No. 7 (Rubber Mfg.) UTE-10-1000 F located on above premises	Rubber Mfg.	Bldg.	100 121	80%	146,966.
1	1	7	Contents in Bldg. 7	Rubber Mfg.	Contents	100 121	80%	709,862.
1	1	8	On the ICM Bldg. #8 UTE-10-1000 G located on above premises	Rubber Mfg.	Bldg.	100 121	80%	280,388.
1	1	8	On contents in Bldg. #8	"	Contents	100 121	80%	1,181,333.
1	2	1	On the 1=2&2 SFR-WR located at 10810 Katy Freeway, Houston, Texas (KAT-50-10810)	Office	Bldg.	100 121	80%	1,713,393.
1	2	1	Contents at 10810 Katy Freeway	Office	Contents	100 121	80%	611,690.
1	2	2	Warehouse Building 10810 Katy Freeway	Warehouse	Bldg.	100 121	80%	40,920.
1	2	2	Contents Warehouse 10810 Katy Freeway	Warehouse	Contents	100 121	80%	3,807.
1	4	1	On SFR-SWR San Benito Industrial Park, San Benito, Texas	Machine Shop	Bldg.	100 121	80%	1,181,171.
1	4	1	Contents in Bldg. San Benito Industrial Park, San Benito, Texas	"	Contents	100 121	80%	965,902.
1	Vrs.		Blanket Earnings	See form	140		50%	8,115,038.

Prescribed by the State Board of Insurance
Form TxMP-22, Effective January 1, 1975

UTEX 000578

FORM NO. TxMP-22
Effective
January 1, 1975

TMP—SUPPLEMENTAL DECLARATIONS ENDORSEMENT

Location of premises, as stated in the Declarations, is extended to include the following and insurance is provided with respect to those premises described below and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all the terms of this policy including forms and endorsements made a part hereof:

Div. No.	Loc. No.	Bldg. No.	LOCATION OF PREMISES (Address, City, State)	OCCUPANCY	SECTION I			
					COVERAGE	Forms and Endorsements Applicable	Coinsurance Percentage Applicable	Limits of Liability ($)
1	5	1	Builders Risk 1511 Upland Houston, Texas	Builders Risk		103	100%	420,000

Prescribed by the State Board of Insurance
Form TxMP-22, Effective January 1, 1975

UTEX 000579

FORM NO. TxMP-140
Effective
May 1, 1980

TMP—GROSS EARNINGS ENDORSEMENT

LOCATION OF PREMISES		SECTION I FORMS AND ENDORSEMENTS APPLICABLE	COINSURANCE CLAUSE PERCENTAGE	LIMIT OF LIABILITY
Loc. No.	Bldg. No.			
Various as shown on form 22	Various as shown on form 22	100-121	50	$8,115,038.00

1. Subject to all the provisions and stipulations otherwise applicable to Section I of this policy, except the Coinsurance Clause; and the Loss Deductible Clauses, unless specifically provided by Form TxMP-173 attached hereto, this policy is extended to insure against loss resulting directly from necessary interruption of business caused by the perils insured against damaging or destroying, during the policy period, real or personal property (except finished stock) at the premises described in this endorsement, subject to the limit of liability specified above for the premises at which the damage or destruction occurs. For the purposes of this insurance, "perils insured against" shall mean the perils, as defined and limited in the forms and endorsements listed above, for each premises specified and also subject to the provisions of this endorsement.

2. **The Company shall be liable for:**

a. the actual loss sustained by the insured resulting directly from necessary interruption of business, but not exceeding the reduction in gross earnings less charges and expenses which do not necessarily continue during the interruption of business, for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property herein described as has been damaged or destroyed commencing with the date of such damage or destruction and not limited by the date of expiration of this policy. Due consideration shall be given to the continuation of normal charges and expenses, including payroll expense, to the extent necessary to resume operations of the insured with the same quality of service which existed immediately preceding the loss; and

b. the actual loss sustained by the insured, resulting directly from an interruption of business as covered hereunder, during the length of time, not exceeding two consecutive weeks, when, as a direct result of damage to or destruction of property adjacent to the premises herein described by the peril(s) insured against, access to such described premises is specifically prohibited by order of civil authority; and

c. loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils insured against. The length of time for which this Company shall be liable hereunder shall not exceed—

(1) 30 consecutive calendar days; or

(2) the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed;

whichever is the greater length of time.

d. such expenses as are necessarily incurred for the purpose of reducing loss under this endorsement (except expense incurred to extinguish a fire), and such expenses, in excess of normal, as would necessarily be incurred in replacing any finished stock used by the insured to reduce loss but in no event shall the aggregate of such expenses exceed the amount by which the loss under this endorsement is thereby reduced. Such expenses shall not be subject to the application of the Coinsurance Clause.

3. **Resumption of Operations:** It is a condition of this insurance that if the insured could reduce the loss resulting from the interruption of business:

a. by complete or partial resumption of operation of the property herein described, whether damaged or not, or

b. by making use of merchandise or other property at the locations described herein or elsewhere, or

c. by making use of stock (raw, in process or finished) at the locations described herein or elsewhere,

such reduction shall be taken into account in arriving at the amount of loss hereunder.

4. **Coinsurance Clause:** The Company shall not be liable for a greater proportion of any loss than the limit of liability specified above bears to the amount produced by multiplying the Coinsurance Clause Percentage specified above by the Gross Earnings that would have been earned (had no loss occurred) during the 12 months immediately following the date of damage to or destruction of the described property.

This Endorsement must be attached to Change Endorsement TxMP-20 when issued after the Policy is written.

5. Defintions:

a. For the purposes of this insurance, "gross earnings" are defined as the sum of:

(1) total net sales value of production, and
(2) total net sales of merchandise, and
(3) other earnings derived from operations of the business,
less the cost of:
(4) raw stock from which such production is derived, and
(5) supplies consisting of materials consumed directly in the conversion of such raw stock into finished stock or in supplying the services sold by the insured, and
(6) merchandise sold, including packaging materials therefor, and
(7) services purchased from outsiders (not employees of the insured) for resale which do not continue under contract.

No other costs shall be deducted in determining gross earnings.

In determining gross earnings, due consideration shall be given to the experience of the business before the date of damage or destruction and the probable experience thereafter had no loss occurred.

b. The term "directly," as applied to loss under this endorsement, means loss, as limited and conditioned in this policy, resulting from direct loss to described property from the perils insured against.

c. "Normal": the condition that would have existed had no loss occurred.

d. "Raw stock": material in the state in which the insured receives it for conversion by the insured into finished stock.

e. "Stock in process": raw stock which has undergone any aging, seasoning, mechanical or other process of manufacture at the locations herein described but which has not become finished stock.

f. "Finished stuck": stock manufactured by the insured which in the ordinary course of the insured's business is ready for packing, shipment or sale.

g. "Merchandise": goods kept for sale by the insured which are not the product of manufacturing operations conducted by the insured.

6. Alterations and New Buildings: Permission granted to make alterations in or to construct additions to any building described herein and to construct new buildings on the described premises. This endorsement is extended to cover, subject to all its provisions and stipulations, loss resulting from damage to or destruction of such alterations, additions or new buildings while in course of construction and when completed or occupied provided that, in the event of damage to or destruction of such property (including building materials, supplies, machinery or equipment incident to such construction or occupancy while on the described premises or within 100 feet thereof) so as to delay commencement of business operations of the insured, the length of time for which the Company shall be liable shall be determined as otherwise provided herein but such determined length of time shall be applied and the loss hereunder calculated from the date that business operations would have begun had no damage or destruction occurred.

7. Additional Exclusions and Limitations:

a. The Company shall not be liable for any increase of loss which may be occasioned by:

(1) enforcement of any local or state ordinance or law regulating construction, repair or demolition of buildings or structures,
(2) interference at the described premises by strikers or other persons with rebuilding, repairing or replacing the property or with the resumption or continuation of business.
(3) the suspension, lapse or cancellation of any lease, license, contract or order unless such suspension, lapse or cancellation results directly from the interruption of business, and then the Company shall be liable for only such loss as affects the insured's earnings during, and limited to, the period of indemnity covered under this policy.

b. The Company shall not be liable for:

(1) more than the limit of liability set forth above for each premises,
(2) any other consequential or remote loss.

c. The Company shall not be liable for loss resulting from:

(1) damage to or destruction of finished stock, nor for the time required to reproduce said finished stock,
(2) theft of any property which at the time of loss is not an integral part of a building or structure (except direct loss by pillage and looting occurring during and at the immediate place of a riot or civil commotion), unless loss by a peril not excluded in this policy ensues from theft or attempted theft, and then this Company shall be liable for only such ensuing loss.

8. Requirements in Case Loss Occurs: The insured shall give immediate written notice to the Company of any business interruption loss as covered by this policy and protect the property from further damage that might result in extension of the period of interruption: and within 91 days following the date of damage to or destruction of the real or personal property described, unless such time is extended in writing by the Company, the insured shall render to the Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following:

a. the time and origin of the property damage or destruction causing the interruption of business,

b. the interest of the insured and of all others in the business,

c. all other contracts of insurance, whether valid or not, covering in any manner the loss insured against by this policy,

d. any changes in the title, nature, location, encumbrance or possession of said business since the issuing of this policy, and

e. by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of damage or destruction,

and shall furnish a copy of all the descriptions and schedules in all policies, and the actual amount of business interruption value and loss claimed, accompanied by detailed exhibits of all values, costs and estimates upon which such amounts are based.

The insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and submit to examinations under oath by any person named by the Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative, and shall permit extracts and copies thereof to be made.

Form No. 134 CANCELLATION AND/OR NON-RENEWAL ENDORSEMENT—MANDATORY
Effective
August 1, 1980

Attached to and forming part of Policy No. 4 001 230 of the Fort Worth Lloyds

of Fort Worth, Texas issued at its Houston, Texas, Agency.

Dated August 1, 1983 C. COBB & COMPANY, Agents

It is understood and agreed that any provision relating to written notice of cancellation or non-renewal with respect to the mortgagee, applies only to the mortgagee specifically named in the policy and the company is not required to give written notice of cancellation or non-renewal to any successor or assignee of the mortgagee specifically named in the policy.

This endorsement must be attached to all Texas Standard Policies, Texas Standard Farm Policies, Texas Standard Homeowners Policies, Texas Standard Farm and Ranch Owners Policies and Texas Multi-Peril Policies.

Prescribed by the State Board of Insurance.
Form No. 134—Cancellation and/or Non-Renewal Endorsement—Mandatory Effective August 1, 1980

FORM NO. TxCMP-178
Effective
October 1, 1981

TCMP—LARGE DEDUCTIBLE ENDORSEMENT
(Applicable to Section I Only)

This deductible endorsement is applicable to:

☒ PROPERTY DAMAGE COVERAGE ☒ TIME ELEMENT COVERAGE

(An x should be inserted in the applicable block to indicate the coverage to which this deductible applies or in both blocks if a deductible is applicable to both coverages).

The Deductible Clause appearing in the form(s) attached to this policy is hereby deleted and the following substituted therefor:

1. Each claim for loss or damage (separately occurring) shall be adjusted separately and from each such adjusted claim the sum of $5,000 shall be deducted.
2. The deductible specified above shall apply separately to each:

☒ Occurrence: The term "Occurrence" shall be held to mean a single incident or event. When, however, the term "Occurrence" shall apply to loss or losses from windstorm if insured hereunder, it shall be held to mean a period of 48 consecutive hours.

☐ Location: The term "Location" insofar as such property is insured hereunder, shall be held to mean:

(a) Each building, including contents thereof, to the extent they are insured hereunder, or

(b) A number of buildings including their contents, in a single group, and designated as a single location in this policy, or

(c) Any other basis mutually agreed upon if specifically indicated hereunder.

....

....

In the case of a policy written to cover more than one location subject to a deductible such locations will be designated in the policy.

☐ Loc. No. (Item) The term Loc. No. (Item) shall be held to mean the individual descriptions of the property insured and designated by the term Loc. No. 1 (Item 1), Loc. No. 2 (Item 2), etc., on the policy.

NOTE: It is a condition of this policy that in addition to the application of the deductible as stated in number 2 above, if this endorsement is applicable to both property damage coverage and time element coverage, this deductible shall apply separately to each coverage unless this deductible is on an Occurrence basis. If this deductible is on an Occurrence basis, only one deductible shall apply to both property damage coverage and time element coverage.

3. It is a condition of this policy that the deductible amount specified shall be solely at the risk of the insured, and shall not be covered under any other policy of insurance, except as provided in Paragraph 4.
4. Other insurance is permitted during the term of this policy, as follows:

Insurance written upon the same property, perils, terms, conditions and provisions contained in this policy including this deductible endorsement [$.............................. other insurance at inception of this policy]; or.

Insurance specifically disclosed as follows, or by endorsement attached:

Amount or Limit of Liability	Property Covered—Location	Deductible
$..............................	....	$..............................
$..............................	....	$..............................

If there is any other insurance (whether collectible or not) except as permitted above, the full deductible amount applicable under this deductible endorsement shall apply to the amount of the loss apportioned to this policy and to such other insurance as permitted above.

5. It is a condition of this policy that any coinsurance, contribution, average or distribution clause, which may be a part hereof, shall apply to the full value of the property insured, without reduction for the amount of the deductible specified herein, and that such deductible shall apply after any penalty has been assessed by the application of such coinsurance, contribution, average or distribution clause.
6. In the event of any recovery and/or salvage on a loss which has been or is being or is about to be paid hereunder, such recovery and/or salvage shall accrue entirely to the benefit of this company under this policy until the sum paid by them has been made up.

This Endorsement must be attached to Change Endorsement TxCMP-20 when issued after the Policy is written.

Prescribed by the State Board of Insurance
Form TxCMP-178, Effective October 1, 1981

FORM NO. TxMP-121
Effective
May 1, 1978

TMP—VANDALISM OR MALICIOUS MISCHIEF ENDORSEMENT

PROPERTY COVERED ☒ **Coverage A—Building(s)** ☒ **Coverage B—Personal Property**

Subject to all the provisions and stipulations otherwise applicable to Section I of this policy of which this endorsement is made a part, except as otherwise provided for herein, the following perils are added to and made part of the "Perils Insured Against" section of the forms of which this endorsement is made a part with respect to the coverage specified by an "X" in the appropriate box above.

Vandalism or Malicious Mischief: Loss by vandalism or malicious mischief shall mean only the wilful and malicious damage to or destruction of the property covered, including direct structural damage to the building(s) covered hereunder resulting from burglary; provided, however, such damage resulting from burglary shall not include, nor shall this Company be liable for, the value or replacement of any property, real or personal, including integral structural parts, permanent fixtures and/or contents of the insured building(s) which are wrongfully and unlawfully removed from the premises.

The Company shall not be liable, as respects these perils, for any loss:

1. to glass (other than glass building blocks) constituting a part of a building;
2. by explosion, rupture, or bursting of steam boilers, steam pipes, steam turbines, steam engines, or rotating parts of machines or machinery owned, operated or controlled by the insured;
3. caused by or resulting from power, heating or cooling failure unless such failure results from physical damage to power, heating or cooling equipment situated on premises where the property covered is located;
4. if the described buildings had been vacant beyond a period of 30 consecutive days immediately preceding the loss, whether or not such period commenced prior to the inception of this endorsement.

NOTE: A building in process of construction shall not be deemed vacant.

This Endorsement must be attached to Change Endorsement TxMP-20 when issued after the Policy is written.

Prescribed by the State Board of Insurance
Form TxMP-121, Effective May 1, 1978

FORM NO. TxCMP-21A
Effective
October 1, 1982

TCMP—LIABILITY COVERAGE—SECTION II MANDATORY ENDORSEMENT

It is understood and agreed that the Liability Coverage–Section II as shown on the Declaration page 1 of this policy under Item 5, is amended as follows.

	LIMIT OF LIABILITY		COVERAGE	
SECTION	$ 500,000. each occurrence	$ 500,000 aggregate	C. Bodily Injury Liability	SECTION
	$ 100,000. each occurrence	$ 300,000 aggregate	C. Property Damage Liability	
II	$ each person	$ each accident	D. Premises Medical Payments	II
			Addl. Cov. (Specify)	
LIABILITY	$			LIABILITY
COVERAGE	$			COVERAGE

All other provisions and stipulations of this policy remain unchanged.

NOTE. This endorsement is not required to be attached to any Texas Commercial Multi-Peril Policy which has incorporated the above change into the Declaration page 1 of the policy.

Prescribed by the State Board of Insurance

FORM NO. TxCMP-21A–TCMP-LIABILITY COVERAGE–SECTION II MANDATORY ENDORSEMENT–EFFECTIVE OCTOBER 1, 1982

Name of Insured: Utex Industries, Inc., and Zenox, Inc. A Wholly Owned Subsidiary of Utex Industries, Inc. and Xentex, Inc., A Subsidiary of Utex

HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion "h" does not apply to liability imposed on the Insured or his indemnitee as the result of the giving or serving alcoholic beverage at functions incidental to the NAMED INSURED'S business, provided the NAMED INSURED is not engaged in the business of manufacturing, distributing, selling or serving of an alcoholic Beverage and provided further that there has been no intentional violation of any statute, regulation, or ordiance committed by or at the direction of the NAMED INSURED.

PREMIUM FOR THIS ENDORSEMENT: BI 13.00 PD 6.00

All other terms and conditions remain unchanged.

Attached to and forming a part of Policy No. 4 001 230 of the FORT WORTH LLOYDS

Date at Houston, Texas C. COBB & COMPANY

this 1st day of August 1983 ______________________ Agent.

RS-24 Roberts & Rhea, Texas Managers.

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

GL 03 00

LIABILITY

G 604

DEDUCTIBLE LIABILITY INSURANCE

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

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

This endorsement, effective August 1, 1983 (12:01 A. M., standard time), forms a part of policy No. 4 001 230

issued to Utex Industries, Inc., and Zenox, Inc. A Wholly Owned Subsidiary of Utex Industries, Inc. and Xentex, Inc., A Subsidiary of Utex

by FORT WORTH LLOYDS

C. COBB & COMPANY
Authorized Representative

SCHEDULE

Amount and Basis of Deductible	Coverage
$ per claim $ per occurrence	**Bodily Injury Liability**
$50.00 per claim $ per occurrence	**Property Damage Liability**

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss however caused):

MANUFACTURIES AND CONTRACTORS LIABILITY PRODUCTS & COMPLETED OPERATIONS LIABILITY

It is agreed that:

1. The company's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay **damages** on behalf of the **insured** applies only to the amount of **damages** in excess of any deductible amounts stated in the schedule above as applicable to such coverages.
2. The deductible amounts stated in the schedule apply as follows:
   (a) **PER CLAIM BASIS**—If the deductible is on a "per claim" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all **damages** because of **bodily injury** sustained by one person, or to all **property damage** sustained by one person or organization, as the result of any one **occurrence.**
   (b) **PER OCCURRENCE BASIS**—If the deductible is on a "per **occurrence**" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all **damages** because of all **bodily injury** or **property damage** as the result of any one **occurrence.**
3. The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the **insured's** duties in the event of an **occurrence** apply irrespective of the application of the deductible amount.
4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action **taken**, the **named insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

R5-73 (5-81)

FORM NO. TxCMP-305
Effective
August 1, 1980

TEXAS COMMERCIAL MULTI-PERIL
BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

This endorsement must be attached to Change Endorsement TxCMP-20 when issued after the Policy is written.

TCMP LIABILITY INSURANCE
TCMP COMPREHENSIVE GENERAL LIABILITY INSURANCE

NAMED INSURED ....

In consideration of the additional premium of ...., in reliance upon the statements in the Declarations of the policy of which this endorsement is made a part, and subject to all the terms of this endorsement, the Company agrees with the named insured as follows:

SCHEDULE

Personal Injury and Advertising Injury Liability

Aggregate limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein

Limit of Liability $ .... Aggregate

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

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

Premium Base	Advance Premium
15 % OF THE TOTAL TCMP LIABILITY AND TCMP COMPREHENSIVE LIABILITY BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED.	$ Incl

Minimum Premium $ Incl.

I. CONTRACTUAL LIABILITY COVERAGE

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

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

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

(2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering or failure to render professional services by such insured, including

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

(b) supervisory, inspection or engineering services;

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

(a) the preparation or approval or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

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

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

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

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

(D) The following additional condition applies:

Arbitration

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

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

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

(B) This insurance does not apply:

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

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

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

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

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

(6) to advertising injury arising out of

(a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

(b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or

(c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) with respect to advertising injury

(a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or

(b) to any injury arising out of any act committed by the insured with actual malice.

(C) Limits of Liability

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

(D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

1. false arrest, detention, imprisonment, or malicious prosecution;

2. wrongful entry or eviction or other invasion of the right of private occupancy;

3. a publication or utterance

(a) of a libel or slander or other defamatory or disparaging material, or

(b) in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

III. PREMISES MEDICAL PAYMENTS COVERAGE

Coverage D—Premises Medical Payments as contained in the TCMP Liability Coverage Form TxCMP-200 is hereby deleted and the following substituted therefor:

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

This insurance does not apply:

(A) to bodily injury

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

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

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

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

(2) arising out of

(a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

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

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

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

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

but this exclusion does not apply to watercraft while ashore on the insured premises;

(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 therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
(3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
(4) *to any person if any benefits for such bodily injury are payable* or required to be provided under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law,
(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis.
(6) if the named insured is a club, to any member of the named insured.
(7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured.

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

LIMITS OF LIABILITY

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

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

ADDITIONAL DEFINITIONS

When used herein:

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

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

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

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

IV. HOST LIQUOR LAW LIABILITY COVERAGE

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

V. FIRE LEGAL LIABILITY COVERAGE—REAL PROPERTY

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

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

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

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

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

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

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

A. TMP Liability exclusions (k) and (o) and TCMP Comprehensive General Liability exclusions (l) and (m) are replaced by the following:
(1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or 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's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of *such materials, parts or equipment furnished in connection* therewith.

B. The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the *Other Insurance Condition* applicable to *Section II* of the policy is amended as 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; or
(2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.
(3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

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

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

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

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

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

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

Such insurance as is afforded by paragraph 4. above shall not apply:
(a) to bodily injury or property damage included within the completed operations hazard or the products hazard;
(b) to premises medical payments coverage.

X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and advertising injury and personal injury coverages, under the provision "Persons Insured", the following are added as insureds:
(1) Spouse-Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured.
(2) Employee—Any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
(a) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;
(b) to personal injury or advertising injury to the named insured, or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
(c) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof or by the spouse of any of the foregoing.

XI. EXTENDED BODILY INJURY COVERAGE

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

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

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

Form TxCMP-51
Effective
August 1, 1980

TCMP—AMENDATORY ENDORSEMENT—MANDATORY

Item (b) of Conditions Suspending or Restricting Insurance as contained on Page 2, Lines 32, 33 and 34 of the Policy Conditions are hereby amended to read as follows:

32 (b) While a described building, whether intended for occupancy
33 by owner or tenant, is vacant beyond a period of
34 thirty (30) consecutive days; or

This Endorsement must be attached to Change Endorsement TxCMP-20 when issued after the Policy is written.

Prescribed by the State Board of Insurance

Form TxCMP-51, Effective August 1 ,1980

FORM NO. TxMP-103
Effective
February 16, 1976

TMP – SPECIAL BUILDERS' RISK COMPLETED VALUE FORM
SECTION I – PROPERTY COVERAGE

With respect to SECTION I—PROPERTY COVERAGE, this form cancels and replaces any coverage provided under any other forms or endorsements made a part of the policy, but only with respect to the property to which this form is shown to be applicable.

I. INSURING AGREEMENT

This policy insures against all risks of direct physical loss to the property covered, subject to the provisions and stipulations herein and in the policy of which this form is made a part.

II. PROPERTY COVERED

COVERAGE A—BUILDING(S): This policy covers the building or structure at the described location while in the course of construction, including everything legally a part of the building, all additions directly attached thereto and all fixtures, machinery and equipment constituting a permanent part of said building.

This policy also covers temporary structures, materials, equipment and supplies of all kinds incident to the construction of said building or structure and, when not otherwise covered by insurance, builders' machinery, tools and equipment owned by the insured or similar property of others for not exceeding the amount for which the insured is liable, all while in or on the described buildings, structures or temporary structures, or in the open (including within vehicles) on the described premises or within 100 feet thereof.

DEBRIS REMOVAL: This policy covers expense incurred in the removal of debris of the property covered hereunder which may be occasioned by loss by a peril insured against. The total amount recoverable for both loss to property and debris removal expense shall not exceed the actual limit of liability applying at the time of loss to the item of insurance involved in the application of this clause.

III. PROPERTY SUBJECT TO LIMITATIONS

The following property is subject to these additional limitations:

A. Plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) are not covered against loss caused by or resulting from freezing unless the insured shall have exercised due diligence with respect to maintaining heat in the buildings or structures or unless such equipment and appliances had been drained and the water supply shut off.

B. Steam boilers, steam pipes, steam turbines or steam engines are not covered against loss caused by any condition or occurrence within such boilers, pipes, turbines or engines (except direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox, or combustion chamber, of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom).

C. Hot water boilers or other equipment for heating water are not covered against loss caused by any condition or occurrence within such boilers or equipment, other than an explosion.

D. Glass is covered only against loss caused by fire, lightning, windstorm, hail, aircraft, vehicles, discharge from fire protection or building service equipment, explosion, riot or civil commotion, and then the Company shall be liable only to the extent that such perils are insured against in this policy.

E. Fences, pavements, outdoor swimming pools and related equipment, retaining walls, bulkheads, piers, wharves or docks, when covered under this policy, are not covered against loss caused by freezing or thawing, impact of watercraft, or by the pressure or weight of ice or water whether driven by wind or not.

F. The interior of buildings is not covered against loss caused by rain, snow, sand or dust, whether driven by wind or not, unless (1) the buildings shall first sustain an actual damage to roof or walls by the direct action of wind or hail, and then the Company shall be liable for loss to the interior of the buildings as may be caused by rain, snow, sand or dust entering the buildings through openings in the roof or walls made by direct action of wind or hail; or (2) such loss results from fire, lightning, aircraft, vehicles, explosion, riot or civil commotion, vandalism or malicious mischief, to the extent that such perils are insured against in this policy.

G. Builders' machinery, tools and equipment owned by the insured or similar property of others for which the insured is liable, when covered under this policy, are not covered against loss unless caused by fire, lightning, windstorm, hail, aircraft, vehicles, discharge from fire protective or building service equipment, explosion, riot or civil commotion, vandalism or malicious mischief, and then the Company shall be liable only to the extent that such perils are insured against in this policy.

IV. PROPERTY NOT COVERED

In addition to the kinds of property which are otherwise excluded or limited under this policy, property which is more specifically covered in whole or in part under this or any other contract of insurance is also excluded from coverage under this form.

V. EXCLUSIONS

This policy does not insure under this form against:

A. Loss occasioned directly or indirectly by:

1. enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures.
2. electrical currents artificially generated unless loss by fire or explosion as insured against hereunder ensues, and then the Company shall be liable for only such ensuing loss.

B. Loss caused by or resulting from power, heating or cooling failure, unless such failure results from physical damage to power, heating or cooling equipment situated on premises where the property covered is located, caused by a peril not otherwise excluded. Also, the Company shall not be liable under this Clause for any loss resulting from riot, riot attending a strike, civil commotion, or vandalism and malicious mischief.

C. Loss caused by, resulting from, contributed to or aggravated by any of the following:

1. earth movement, including but not limited to earthquake, volcanic eruption, landslide, mudflow, earth sinking, earth rising or shifting;
2. flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;
3. water which backs up through sewers or drains;
4. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;

unless loss by fire or explosion not excluded in this policy ensues, and then the Company shall be liable for only such ensuing loss.

This Endorsement must be attached to Change Endorsement TxMP-20 when issued after the Policy is written.

D. Loss caused by or resulting from error, omission or deficiency in design, specifications, workmanship or materials. This exclusion does not apply to loss by fire, lightning, windstorm, hail, explosion, riot or civil commotion, aircraft, vehicles, smoke or discharge from fire protective or building service equipment, to the extent that such perils are insured against in this policy.

E. Loss caused by:

1. wear and tear, deterioration, rust or corrosion, mould, wet or dry rot; inherent or latent defects; smog; smoke, vapor or gas from agricultural or industrial operations, mechanical breakdown, including rupture or bursting caused by centrifugal force, settling, cracking, shrinkage, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings, animals, birds, vermin, termites or other insects, unless loss by a peril not excluded in this policy ensues and then the Company shall be liable for only such ensuing loss.

2. explosion of steam boilers, steam pipes, steam turbines or steam engines (except direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox, or combustion chamber, of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom) if owned by, leased by, or operated under the control of the insured, or for any ensuing loss except by fire or explosion not excluded in this policy, and then the Company shall be liable for only such ensuing loss.

3. leakage or overflow from plumbing, heating, air conditioning or other equipment or appliance (except fire protective systems) caused by or resulting from freezing, unless the insured shall have exercised due diligence with respect to maintaining heat in the buildings or unless such equipment and appliances had been drained and the water supply shut off.

4. theft (including but not limited to burglary and robbery) of any property which at the time of loss is not an integral part of a building or structure (except direct loss by pillage and looting occurring during and at the immediate place of a riot or civil commotion), unless loss by a peril not excluded in this policy ensues from theft or attempted theft, and then the Company shall be liable for only such ensuing loss.

5. unexplained or mysterious disappearance of any property, or shortage disclosed on taking inventory or caused by any wilful or dishonest act or omission of the insured or any associate, employee or agent of any insured.

VI. DEDUCTIBLE CLAUSES

A. Windstorm and Hail Deductible Clause: In consideration of the rate of premium at which this policy is written it is a condition of this contract that, in accordance with the stipulations hereinafter contained, the sum as indicated on the face of this policy shall be deducted from the amount of loss or damage to the insured property resulting from each windstorm, and/or hailstorm.

This Deductible shall apply to loss or damage to each building or structure separately.

The Company shall be liable for its proportion of the loss in excess of the deductible in accordance with the other insurance provisions in the contract to which this clause is attached.

This Deductible shall not apply to loss or damage to personal property or household goods however insured.

B. All Other Perils Deductible: The sum of $500 shall be deducted from the amount of loss to property covered hereunder resulting from any peril other than (1) windstorm or hail or (2) fire, lightning, aircraft, vehicles, smoke, explosion, riot or civil commotion.

This deductible shall apply to eacth loss by any one occurrence (any incident or event); however, if the policy to which this endorsement is attached covers two or more items at one or more locations, this deductible shall apply to each item separately.

VII. OCCUPANCY CLAUSE

It is made a condition of this policy that the buildings, additions or structures in course of construction shall not be occupied without obtaining the consent of the Company endorsed hereon with proper rate adjustment, except that machinery may be set up and operated solely for the purpose of testing the same without prejudice to this policy.

VIII. CONDITIONS

A. **Company's Percentage of Liability:** This policy as to each or any building or structure insured under this form shall be and constitute insurance on each or any of the said buildings or structures while in course of construction in an amount not to exceed "this Company's percentage of liability" of the actual values which may have been placed into or made a part of each or any of such buildings or structures. The amount of insurance applicable to each or any of the buildings or structures insured under this policy while in course of construction shall change from time to time in accordance with the actual values which have been put into each or any of such buildings or structures (in so far as they may have been completed at the time of loss); but in no event shall the amount of insurance under this policy with respect to these buildings or structures including materials, equipment or supplies, as provided under this form, exceed "this Company's percentage of liability" of the "Estimated Completed Cost" of each as shown in this policy nor shall this Company's liability for any loss hereunder exceed "this Company's percentage of liability" of such loss.

B. **Final Adjustment Clause:** Since the premium under this policy has been based on the "estimated" completed cost of the building or buildings or structure insured hereunder, it shall be optional with the insured or company for the premium to be recomputed on the basis of "actual" completed cost and the premium adjusted accordingly. This Company or its duly appointed representative shall be permitted at all reasonable times during the term of this policy or within one year after liability hereunder has ceased, to inspect the property insured and to examine the insured's books, records and policies in so far as they relate to any property covered hereunder, and to check actual cost of buildings insured. This inspection and/or examination shall not waive or in any manner affect any of the terms or conditions of this policy.

C. **Permits and Use:** Except as otherwise provided herein, permission is hereby granted in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage, and provided further that the insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril not otherwise excluded shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirement that, in case loss occurs, the insured shall protect the property from further damage.

D. **Loss Clause:** Upon each occurrence of loss to real property insured hereunder, the amount of insurance applicable to loss by fire to such property shall be reduced by the amount of such loss. As repairs are made, the amount so reduced shall be reinstated to the extent of the value of such repairs. Such reinstatement, however, shall not increase the specified Limit of Liability.

Except as provided in the preceding paragraph, no other loss insured against hereunder shall reduce the specified Limits of Liability.

UTEX 000594

FORM NO. TxCMP-200
Effective
October 1, 1982

TCMP—LIABILITY INSURANCE FORM
SECTION II LIABILITY COVERAGE

I. COVERAGE C—BODILY INJURY AND PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence and arising out of the ownership, maintenance or use of the insured premises and all operations necessary or incidental to the business of the named insured conducted at or from the insured premises 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 insured premises, 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 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 the insured premises;

(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 arising out of operations on or from premises (oother than insured premises) owned by, rented to or controlled by the named insured, or to liability assumed by the insured under any contract or agreement relating to such premises;

(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 for such purposes;

if such liability is imposed

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

(b) 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 (b) 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 or other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

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

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

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work forms 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 bodily injury and property damage arising out of demolition operations performed by or on behalf of the insured.

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, member of the board of trustees, directors or governors 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. 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 named 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.

IV. LIMITS OF LIABILITY—COVERAGE C

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 C—BODILY INJURY LIABILITY—The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated as applicable to "each occurrence".

Subject to the above provisions 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 limits of bodily injury stated as "aggregate".

COVERAGE C—PROPERTY DAMAGE LIABILITY—The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated 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 as "aggregate"

(a) 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 (b) below,

(b) 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 (b) 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,

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

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

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

With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility 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

V. COVERAGE D—PREMISES MEDICAL PAYMENTS

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

Exclusions

This insurance does not apply:

(a) to bodily injury

(1) arising out of operations on or from premises (other than insured premises) owned by, rented to, or controlled by the named insured

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

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

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

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured.

(3) arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (ii) the operation or use of any snowmobile or trailer designed for use therewith,

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

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

(ii) any other watercraft operated by any person in the course of his employment by any insured,

but this exclusion does not apply to watercraft while ashore on the insured premises; or

(5) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured,

(b) to bodily injury

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

(2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures,

(3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the named insured is such an owner or lessor,

(4) arising out of demolition operations performed by or on behalf of insureds,

(c) to bodily injury

(1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of 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,

(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

VI. LIMITS OF LIABILITY—COVERAGE D

The limit of liability for Coverage D stated in the Declarations as applicable to "each person" is the limit of the Company's liability for all medical expense for bodily injury to any one person as the result of any one accident, but subject to the above provision respecting "each person", the total liability of the Company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the Declarations as applicable to "each accident"

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

VII. OTHER PROVISIONS APPLICABLE.

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

B. **Three Year Policy:** If this policy is issued for a period of three years, any limit of the Company's liability as stated on the Declaration page of the policy as "aggregate" shall apply separately to each consecutive annual period thereof

C. **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 the policy or estop the Company from asserting any right under the terms of the policy nor shall the terms of the policy be waived or changed, except by endorsement issued to form a part of the policy

D. **Assignment.** Assignment of interest under the 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 the 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.

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

FORM NO. TxCMP-202 Effective January 1, 1975

TCMP—COMPREHENSIVE GENERAL LIABILITY INSURANCE ENDORSEMENT

In consideration of the payment of the premium, in reliance upon the statements in the Declarations of the policy of which this endorsement is made a part, and subject to all the terms of this endorsement, the Company agrees with the named insured as follows:

I. COVERAGE—BODILY INJURY AND PROPERTY DAMAGE LIABILITY

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

(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

(a) 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

(b) 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 (b) 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 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 elevators at premises owned by, rented to or controlled by the named insured;

(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 premises alienated by the named insured arising out of such premises or any part thereof;

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

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

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

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

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

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

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

(p) to bodily injury or property damage for which insurance is afforded under

(1) the TMP Liability Insurance Coverage, or

(2) Any Comprehensive Personal Liability Endorsement forming a part of this policy

or for which insurance would have been afforded but for the exhaustion of the limits of liability thereunder.

This Endorsement must be attached to Change Endorsement TxCMP-20 when issued after the Policy is written.

UTEX 000597

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 at 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, member of the board of trustees, directors or governors or stockholders 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. LIMIT OF LIABILITY—COVERAGE C

The limit of the Company's liability with respect to each occurrence under this endorsement is the amount stated in the Declarations as applicable to Coverage C of Section II of this policy and such limits apply to the insurance afforded by this endorsement in accordance with the terms of Provision IV, Limits of Liability, of Section II.

IV. 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 named 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.

V. OTHER PROVISIONS APPLICABLE TO THIS ENDORSEMENT

A. The following provisions applicable to Sections I and II of the policy are applicable to this endorsement: War Risk and Governmental Action Exclusion; Inspection and Audit; subparagraph (2) of Policy Period.

B. The following terms and provisions applicable only to Section II are applicable to this endorsement: Modification of Terms; Financial Responsibility Laws; Premium; Insured's Duties in the Event of Occurrence; Claim or Suit; Other Insurance; Action Against the Company; Nuclear Exclusion; and Definitions, Section II.

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

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

E. 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 the policy or estop the company from asserting any right under the terms of the policy; nor shall the terms of the policy be waived or changed, except by endorsement issued to form a part of the policy.

F. Assignment: Assignment of interest under the 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 the 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.

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

Insert Endorsements here

THE FOLLOWING PROVISIONS APPLY TO SECTIONS I AND II

A. WAR RISK AND GOVERNMENTAL ACTION EXCLUSION: Under Section I as respects perils other than fire (which is otherwise provided for on Page 2 of this policy) and under Section II as respects liability assumed by the insured under any incidental contract or as to first aid or medical expense, this policy shall not apply to loss, bodily injury, or property damage caused, directly or indirectly, by or due to any act or condition incident to the following:

1. hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces;
2. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or custom's regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

B. LIBERALIZATION CLAUSE: If during the period that insurance is in force under this policy, or within 45 days prior to the inception date thereof, on behalf of the Company there be adopted, or filed with and approved or accepted by the insurance supervisory authorities, all in conformity with law, any changes in the form attached to this policy by which this form of insurance could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance shall inure to the benefit of the insured hereunder as though such endorsement or substitution of form had been made.

C. 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.

D. CONFORMITY WITH STATUTE: The terms of this policy and forms attached hereto which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

E. POLICY PERIOD, TERRITORY:

1. Section I of this policy applies only to loss to property during the policy period while such property is within the fifty states of the United States of America and the District of Columbia.
2. Section II of this policy applies only to bodily injury or property damage which occurs during the policy period within the policy territory; "policy territory" means:
   a. the United States of America, its territories or possessions, or Canada, or
   b. 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
   c. 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 a. above, provided the original suit for such damages is brought within such territory

F. TIME OF INCEPTION: To the extent that coverage in this policy replaces coverage in other policies terminating at 12:01 A.M. (Standard Time) on the inception date of this policy, this policy shall be effective at 12:01 A.M. (Standard Time) instead of at Noon Standard Time.

THE FOLLOWING PROVISIONS APPLY TO SECTION I

A. NUCLEAR CLAUSE: The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy; however, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

B. NUCLEAR EXCLUSION: Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke". This clause applies to all perils insured against hereunder except the perils of fire and lightning, which are otherwise provided for in the Nuclear Clause above.

C. NO CONTROL: This insurance shall not be prejudiced:

1. by any act or neglect of the owner of any building if the insured is not the owner thereof, or by any act or neglect of any occupant (other than the insured) of any building, when such act or neglect of the owner or occupant is not within the control of the insured, or
2. by failure of the insured to comply with any warranty or condition contained in any form or endorsement attached to this policy with regard to any portion of the premises over which the insured has no control.

D. OTHER INSURANCE:

1. Loss by fire or other perils not provided for in 2. below: If at the time of the loss, there is other insurance available to the insured or any other interested party covering such loss or which would have covered such loss except for the existence of this insurance, then the Company shall be liable as follows:
   a. If such insurance is Contributing Insurance, defined as any insurance written in the name of the insured, upon the same plan, terms, conditions and provisions as contained in this policy whether collectible or not, the Company shall be liable for no greater proportion of any loss than the limit of liability under this policy bears to the whole amount of insurance covering such property.
   b. If such insurance is Specific Insurance, defined as any insurance other than that described as Contributing Insurance in a. above, the Company shall not be liable for any loss hereunder until the liability of such Specific Insurance has been exhausted, and then shall cover only such amount as may exceed the amount due from such Specific Insurance (whether collectible or not) after application of any contribution, coinsurance, average or distribution or other clauses contained in policies of such Specific Insurance affecting the amount collectible thereunder, not exceeding however, the applicable limit of liability under this policy.
2. Loss by burglary, robbery or theft or loss of personal property covered on an unspecified peril basis: Insurance under this policy shall apply as excess insurance over any other valid and collectible insurance which would apply in the absence of this policy.
3. When loss under this policy is subject to a deductible, the Company shall not be liable for more than its pro rata share of such loss in excess of the deductible amount.

E. NO BENEFIT TO BAILEE: This insurance shall in no wise inure directly or indirectly to the benefit of any carrier or other bailee for hire.

F. LOSS PAYABLE CLAUSE: Loss if any, shall be adjusted with the named insured and shall be payable to him unless other payee is specifically named hereunder.

G. REPORT TO POLICE: When either a loss or occurrence takes place, the insured shall give notice thereof to the proper police authority if loss or occurrence is due to a violation of a law.

UTEX 000599

THE FOLLOWING PROVISIONS APPLY TO SECTION II

A. MODIFICATION OF TERMS: Provisions on Page 2, other than those pertaining to waiver, cancellation and concealment and fraud, do not apply

B. 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

C. PREMIUM: All premiums for this insurance 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 "provisional 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 annual period (or part thereof terminating with the end of the policy 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

D. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT:

1. 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

2. 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

3. 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

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

F. OTHER INSURANCE: This insurance 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

1. **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

2. **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

G. 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

H. NUCLEAR EXCLUSION:

1 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*

2 As used in this provision "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material 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.

DEFINITIONS — SECTION II

When used in the provisions applicable to Section II of this policy (including endorsements forming a part hereof)

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

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

"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 (1) 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, (2) the existence of tools, uninstalled equipment or abandoned or unused materials, or (3) 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;

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

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

"insured premises" means (1) the premises designated in the Declarations, (2) premises alienated by the named insured (other than premises constructed for sale by the named insured), if possession has been relinquished to others, and (3) premises as to which the named insured acquires ownership or control and reports his intention to insure such premises under this policy and no other within 30 days after such acquisition; and includes the ways immediately adjoining such premises on land;

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

"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;

"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;

This policy is made and accepted subject to the provisions, exclusions, conditions and declarations set forth in this entire policy, including endorsements attached now or hereafter.

"Service of process may be had upon the State Official duly designated for such purpose in the state in which the property insured hereunder is located if Fort Worth Lloyds is licensed in such state; or upon the Commissioner of Insurance of the State of Texas; or upon the duly appointed attorneys-in-fact for Fort Worth Lloyds at Fort Worth, Texas. Underwriters at Fort Worth Lloyds have complied with the laws of the State of Texas regulating Lloyds plan insurance and said statutes are hereby made a part of this policy. The entire assets of Fort Worth Lloyds supports its policies, but each individual underwriter's liability is several and not joint and is limited by law to the amount fixed by his underwriter's contract and subscription and no underwriter is liable as a partner. This policy is made and accepted subject to the foregoing stipulations and conditions, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto, and no agent or other representative of Fort Worth Lloyds shall have the power to waive any provision or condition of this policy. The policy is non-assessable and no contingent liability of any kind or character attaches to the insured named herein."

IN WITNESS WHEREOF, the Underwriters at Fort Worth Lloyds have caused these presents to be executed; but this policy shall not be valid unless countersigned by the attorneys-in-fact or their duly authorized representative.

Frank H. Roberts

Attorney-in-fact

Fred B. Thompson

Attorney-in-fact

MORTGAGE CLAUSE (Without Contribution)

This policy, as to the interest of the mortgage only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy; PROVIDED that the mortgagee shall notify this Company of any change of ownership or increase of hazard which shall come to the knowledge of said mortgagee, and unless permitted by this policy, it shall be noted hereon; and PROVIDED further that upon failure of the insured to render proof of loss, such mortgagee, upon notice, shall render proof of loss in the form herein specified within ninety one days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit.

Failure upon the part of the mortgagee to comply with any of the foregoing obligations shall render the insurance under this policy null and void as to the interest of the mortgagee.

This policy may be cancelled as to the interest of any mortgagee named hereon by giving such mortgagee ten days written notice.

If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage.

The word "mortgagee" shall be construed to mean mortgagee or trustee.

UTEX 000601

ENDORSEMENT

Date: May 30, 1984

Please attach the enclosed endorsement to:

Kind of Policy: TMP: Vacancy End. (4 mos.) 1511 Upland TxMP-52 + End. 20 amending vacancy prem. charge two endorsements for return of $99.00

Company and Policy Number: Fort Worth Lloyds TMP 4 001 230

Please do not fail to have this done. Thank you. Invoice for balance due on premium is enclosed.

TO
Mr. Elvin Pippert
Xentex, Inc.
P. O. Box 79227
Houston, Texas 77079

C. COBB & COMPANY
Insurance — All Lines
4747 GULF FREEWAY HOUSTON, TEXAS 77023
Phone: (713) 923-2611

UTEX 000602

FORM NO. TxMP-52
Effective
August 1, 1980

TMP-VACANCY PERMIT

Policy No. 4 001 230 Company Fort Worth Lloyds

Insured Utex Industries, Inc. et

Permission is granted for the building(s) described below to be vacant for the period indicated. This permit applies only to the peril(s) specified and for which an additional premium* has been charged.

DESCRIPTION OF BUILDING(S)

Loc. No.	Bldg. No.	Location of Premises
		1511 Upland, Houston, Texas

PERIL(S)	PERMIT PERIOD		Rate	Add'l Prem.
	From	To		
Fire and Lightning	2-1-84	6-1-84	.011	228.00
Extended Coverage*			N/C	
Vandalism and Malicious Mischief				
Other				
		Total	XXXX	228.00

* The peril of Extended Coverage is included without charge.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

Prescribed by the State Board of Insurance
FORM NO. TxMP-52, Effective August 1, 1980

UTEX 000603

FORM NO. TxCMP-20
Effective
January 1, 1975

TCMP—CHANGE ENDORSEMENT

This endorsement is made a part of Policy No. 4 001 230
of the Fort Worth Lloyds
Name of Insurance Company

and becomes effective on April 30, 1984 at ________ standard time at the location of the described property.
(Date)

Name of Insured Utex Industries, Inc., et
Location of Premises and Occupancy See 22

Policy Term 1 yrs., From August 1, 1983 To August 1, 1984
Windstorm & Hail Deductible $5,000. Other Deductible Clause (Large) applicable; (specify)

It is agreed that:

(a) The policy is amended as follows:

In consideration of a RETURN PREMIUM of $99.00, it is hereby understood and agreed that premiums are corrected on form #52.

All other terms and conditions remain unchanged.

(b) With respect to those coverages and kinds of property for which a specific limit of liability is shown, the limit of the Company's liability shall be changed to read as stated in the Limits of Liability columns herein. Such limits are in lieu of the Limits of Liability stated in the policy and not in addition thereto.

SECTION I—PROPERTY COVERAGE

Coverage Description	Loc. No.	Bldg. No.	LIMITS OF LIABILITY		Old Rate	New Rate	PREMIUMS		
			Previous Limit	New Limit			Old Premium	New Premium	☐ Add'l ☐ Return
			$	$			$	$	$
			$	$			$	$	$

SECTION II—LIABILITY COVERAGE

Coverage	Limits of Liability		PREMIUMS		
			Old Premium	New Premium	☐ Add'l ☐ Return
C. Bodily Injury & Property Damage Liability	$ each Occurrence	$ Aggregate	$	$	$
D. Premises Medical Payments	$ each Person	$ each Accident	$	$	$

TOTAL $

C. COBB & COMPANY #716

Agency, By

Prescribed by the State Board of Insurance
Form TxCMP-20, Effective January 1, 1975

UTEX 000604

FORM NO. TxCMP-20
Effective
January 1, 1975

TCMP—CHANGE ENDORSEMENT

This endorsement is made a part of Policy No. 4 001 230
of the Fort Worth Lloyds
Name of Insurance Company

and becomes effective on April 12, 1984 (Date) at ______ standard time at the location of the described property.

Name of Insured Utex Industries, Inc., et
Location of Premises and Occupancy See 22

Policy Term 1 yrs., From August 1, 1983 To August 1, 1984
Windstorm & Hail Deductible $5,000 Other Deductible Clause (Large) applicable; (specify)

It is agreed that:

(a) The policy is amended as follows:

In consideration of a RETURN PREMIUM of $127.00, it is hereby understood and agreed that the following changes are made:

Increase Contents Bldg. #8 (Weimar) by $128,739. to $1,158,201.
Delete: Contents in Bldg. #9.

I accept: ______________________

Utex Industries, Inc., et

All other-terms and conditions remain unchanged.

(b) With respect to those coverages and kinds of property for which a specific limit of liability is shown, the limit of the Company's liability shall be changed to read as stated in the Limits of Liability columns herein. Such limits are in lieu of the Limits of Liability stated in the policy and not in addition thereto.

SECTION I—PROPERTY COVERAGE

Coverage Description	Loc. No.	Bldg. No.	LIMITS OF LIABILITY		Old Rate	New Rate	PREMIUMS		
			Previous Limit	New Limit			Old Premium	New Premium	☐ Add'l ☐ Return
			$	$			$	$	$
			$	$			$	$	$

SECTION II—LIABILITY COVERAGE

Coverage	Limits of Liability		PREMIUMS		
			Old Premium	New Premium	☐ Add'l ☐ Return
C. Bodily Injury & Property Damage Liability	$ each Occurrence	$ Aggregate	$	$	$
D. Premises Medical Payments	$ each Person	$ each Accident	$	$	$

TOTAL $

C. COBB & COMPANY #716
Agency, By [signature]

Prescribed by the State Board of Insurance
Form TxCMP-20, Effective January 1, 1975

UTEX 000605

FORM NO. TxCMP-30
Effective
January 1, 1975

TCMP—CHANGE ENDORSEMENT

This endorsement is made a part of Policy No. 4 001 230

of the Fort Worth Lloyds
(Name of Insurance Company)

and becomes effective on March 1, 1984 (Date) at ______ standard time at the location of the described property.

Name of Insured Utex Industries, Inc. et

Location of Premises and Occupancy See 22

Policy Term 1 yrs., From August 1, 1983 To August 1, 1984

Windstorm & Hail Deductible $5,000. Other Deductible Clause (Large) applicable; (specify) ______

It is agreed that:

(a) The policy is amended as follows:

In consideration of an ADDITIONAL PREMIUM of $2850.00, it is hereby understood and agreed that the following changes are made:

(1) Increase contents Bldg. #1 (Weimar) by $353,719 to total $3,325,647.
(2) Increase contents Bldg. #2 " by $111,904 to total $246,386.
(3) Decrease contents Bldg. #3 " by $93,817 to total $37,600.
(4) Decrease contents Bldg. #4 " by $1,983 to total $13,435.
(5) Decrease contents Bldg. #5 " by $353,579 to total $1,057,653.
(6) Decrease contents Bldg. #6 " by $38,427.00 to $160,043.
(7) Decrease contents Bldg. #7 " by $129,158 to $580,704.
(8) Decrease contents Bldg. #8 " by $151,871 to $1,029,462.
(9) Decrease contents Bldg. San Benito by $107,577 to $759,344.
(10) Increase amt. on Uplands Bldg. by $1,542 to $392,000.
(11) Decrease amt. on contents Katy Fwy. office by $244,645 to $582,345.
(11) Increase amt. on contents in Warehouse Katy Freeway by $21,803 to $25,610.

Add:
(1) $102,963 on contents in a Bldg. designated #9, which is a corrogated metal bldg. located W. of Bldg. #1 & adjacent to machine shop.

Add:
(2) $8,712.00 on Bldg. #10 located S. of Bldg. #2, being a corrogated metal bldg., housing electrical support system for Purasiv unit (electronic equipment, pumps).

Add:
(3) $85,830 on contents of Bldg. #10, consisting of electrical support system for Purasiv unit.

Add:
(4) $619,431 on Purasiv Solvent Recovery Unit located outside of Bldg. #2 on concrete pad in open.

(b) With respect to those coverages and kinds of property for which a specific limit of liability is shown, the limit of the Company's liability shall be changed to read as stated in the Limits of Liability columns herein. Such limits are in lieu of the Limits of Liability stated in the policy and not in addition thereto.

SECTION I—PROPERTY COVERAGE

Coverage Description	Loc. No.	Bldg. No.	LIMITS OF LIABILITY: Previous Limit	LIMITS OF LIABILITY: New Limit	Old Rate	New Rate	PREMIUMS: Old Premium	PREMIUMS: New Premium	PREMIUMS: ☐ Add'l ☐ Return
			$	$			$	$	$
			$	$			$	$	$
	.								

SECTION II—LIABILITY COVERAGE

Coverage	Limits of Liability		PREMIUMS: Old Premium	PREMIUMS: New Premium	PREMIUMS: ☐ Add'l ☐ Return
C. Bodily Injury & Property Damage Liability	$ each Occurrence	$ Aggregate	$	$	$
D. Premises Medical Payments	$ each Person	$ each Accident	$	$	$

TOTAL $______

C. COBB & COMPANY #716

______ Agency, By [signature]

Prescribed by the State Board of Insurance
Form TxCMP-30, Effective January 1, 1975

UTEX 000606

C. COBB & COMPANY
J.D. COBB & COMPANY
4747 GULF FREEWAY
HOUSTON, TEXAS 77023
(713) 923-2611

DATE July 12, 1984

SUBJECT Utex Industries, Inc., Xentex, Inc., Xenox etc.
TMP 4 001 230

TO:

Mr. E. B. Pippert
Utex Industries, Inc.
P. O. Box 79227
Houston, Texas 77079

Dear Elvin:

Enclosed is endorsement to captioned policy for the increases and decreases you requested on certain of the buildings and contents, together with an original and copy of endorsement deleting the contents from Bldg. #9 and adding it to the contents of Bldg. #8.

The company requests that you sign the extra copy of the endorsement making the deletion and return to me for transmittal.

Enclosed are the separate invoices for Xenox, Inc. and Xentex, Inc. as requested by you.

Attach endorsements to policy.

Cordially yours,

Amelie

Amelie

PS: I will have to send you a separate invoice on the Uplands bldg.

FORM NO. TxCMP-20
Effective
January 1, 1975

TCMP—CHANGE ENDORSEMENT

This endorsement is made a part of Policy No. 4 001 230
of the Fort Worth Lloyds
Name of Insurance Company

and becomes effective on August 1, 1983 (Date) at ______ standard time at the location of the described property.

Name of Insured Utex Industries, Inc.
Location of Premises and Occupancy See 22 attached

Policy Term 1 yrs., From August 1, 1983 To August 1, 1984
Windstorm & Hail Deductible $5,000. Other Deductible Clause (Large) applicable; (specify)

It is agreed that:

(a) The policy is amended as follows:

In consideration of the premium charged, it is hereby understood and agreed that form 103 is effective from August 1, 1983 to October 1, 1983.

All other terms and conditions remain unchanged.

(b) With respect to those coverages and kinds of property for which a specific limit of liability is shown, the limit of the Company's liability shall be changed to read as stated in the Limits of Liability columns herein. Such limits are in lieu of the Limits of Liability stated in the policy and not in addition thereto.

SECTION I—PROPERTY COVERAGE

Coverage Description	Loc. No.	Bldg. No.	LIMITS OF LIABILITY		Old Rate	New Rate	PREMIUMS		
			Previous Limit	New Limit			Old Premium	New Premium	☐ Add'l ☐ Return
			$	$			$	$	$
			$	$			$	$	$

SECTION II—LIABILITY COVERAGE

Coverage	Limits of Liability		PREMIUMS		
			Old Premium	New Premium	☐ Add'l ☐ Return
C. Bodily Injury & Property Damage Liability	$ each Occurrence	$ Aggregate	$	$	$
D. Premises Medical Payments	$ each Person	$ each Accident	$	$	$

C. COBB & COMPANY #716 TOTAL $

Agency, By

Prescribed by the State Board of Insurance
Form TxCMP-20, Effective January 1, 1975

TCMP—CHANGE ENDORSEMENT

UTEX 000608

FORM NO. TxMP-52
Effective
August 1, 1980

TMP–VACANCY PERMIT

Policy No. 4 001 230 Company Fort Worth Lloyds

Insured Utex Industries, Inc., et

Permission is granted for the building(s) described below to be vacant for the period indicated. This permit applies only to the peril(s) specified and for which an additional premium* has been charged.

DESCRIPTION OF BUILDING(S)

Loc. No.	Bldg. No.	Location of Premises
		1511 Upland, Houston, Texas

PERIL(S)	PERMIT PERIOD		Rate	Add'l Prem.
	From	To		
Fire and Lightning	6-1-84	8-1-84	.011	$86.00
Extended Coverage*			N/C	
Vandalism and Malicious Mischief				
Other				
		Total	X X X X	86.00

* The peril of Extended Coverage is included without charge.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

Prescribed by the State Board of Insurance
FORM NO. TxMP-52, Effective August 1, 1980

ENDORSEMENT Date: April 23, 1984

Please attach the enclosed endorsement to:

Kind of Policy: TMP - End. TxCMP-20 adding name of Xenpax, Inc. as an insured

Company and FWLloyds
Policy Number: TMP 4 001 230

Please do not fail to have this done. Thank you.

TO Mr. E. B. Pippert
P. O. Box 79227
Houston, Texas 77079

C. COBB & COMPANY
Insurance — All Lines
4747 GULF FREEWAY HOUSTON, TEXAS 77023
Phone: (713) 923-2611

FORM NO. TxCMP-20
Effective
January 1, 1975

TCMP—CHANGE ENDORSEMENT

This endorsement is made a part of Policy No. 4 001 230

of the Fort Worth Lloyds
Name of Insurance Company

and becomes effective on March 1, 1984 (Date) at ______ standard time at the location of the described property.

Name of Insured Utex Industries, Inc. et

Location of Premises and Occupancy See 22

Policy Term 1 yrs., From August 1, 1983 To August 1, 1984

Windstorm & Hail Deductible $5,000. Other Deductible Clause (Large) applicable; (specify) ______

It is agreed that:

(a) The policy is amended as follows:

It is hereby understood and agreed that the named insured should read as follows:

Utex Industries, Inc., and Zenox, Inc. A Wholly Owned Subsidiary of Utex Industries, Inc. and Xentex, Inc., A Subsidiary of Utex and Xenpax, Inc., A Subsidiary of Utex.

All other terms and conditions remain unchanged.

(b) With respect to those coverages and kinds of property for which a specific limit of liability is shown, the limit of the Company's liability shall be changed to read as stated in the Limits of Liability columns herein. Such limits are in lieu of the Limits of Liability stated in the policy and not in addition thereto.

SECTION I—PROPERTY COVERAGE

Coverage Description	Loc. No.	Bldg. No.	LIMITS OF LIABILITY: Previous Limit	LIMITS OF LIABILITY: New Limit	Old Rate	New Rate	PREMIUMS: Old Premium	PREMIUMS: New Premium	PREMIUMS: ☐ Add'l ☐ Return
			$	$			$	$	$
			$	$			$	$	$

SECTION II—LIABILITY COVERAGE

Coverage	Limits of Liability		PREMIUMS: Old Premium	PREMIUMS: New Premium	PREMIUMS: ☐ Add'l ☐ Return
C. Bodily Injury & Property Damage Liability	$ each Occurrence	$ Aggregate	$	$	$
D. Premises Medical Payments	$ each Person	$ each Accident	$	$	$

TOTAL $ ______

C. COBB & COMPANY #716

Agency, By L. Cobb

Prescribed by the State Board of Insurance
Form TxCMP-20, Effective January 1, 1975

UTEX 000611

ENDORSEMENT

Date: April 23, 1984

Please attach the enclosed endorsement to:

Kind of Policy: TMP - End. TxCMP-20 deleting as of 9/2/83 vacant land at Humble, Tx. from Sec. II coverage for a return premium of $93.00

Company and Fort Worth Lloyds

Policy Number: TMP 4 001 230

Please do not fail to have this done. Thank you. Credit invoice is enclosed for Utex.

TO Mr. E. B. Pippert
P. O. Box 79227
Houston, Tx. 77079

C. COBB & COMPANY

Insurance — All Lines

4747 GULF FREEWAY HOUSTON, TEXAS 77023

Phone: (713) 923-2611

FORM NO. TxCMP-20
Effective
January 1, 1975

TCMP—CHANGE ENDORSEMENT

This endorsement is made a part of Policy No. 4 001 230

of the Fort Worth Lloyds
Name of Insurance Company

and becomes effective on September 2, 1983 (Date) at ______ standard time at the location of the described property.

Name of Insured Utex Industries, Inc. et

Location of Premises and Occupancy See 22

Policy Term 1 yrs., From August 1, 1983 To August 1, 1984

Windstorm & Hail Deductible $5,000. Other Deductible Clause (Large) applicable; (specify)

It is agreed that:

(a) The policy is amended as follows:

In consideration of a RETURN PREMIUM of $93.00, it is hereby understood and agreed that the following change is made under Section II.

Delete:

Vacant Land Humble, Texas Code 65150 a)3283

All other terms and conditions remain unchanged.

(b) With respect to those coverages and kinds of property for which a specific limit of liability is shown, the limit of the Company's liability shall be changed to read as stated in the Limits of Liability columns herein. Such limits are in lieu of the Limits of Liability stated in the policy and not in addition thereto.

SECTION I—PROPERTY COVERAGE

Coverage Description	Loc. No.	Bldg. No.	LIMITS OF LIABILITY		Old Rate	New Rate	PREMIUMS		
			Previous Limit	New Limit			Old Premium	New Premium	☐ Add'l ☐ Return
			$	$			$	$	$
			$	$			$	$	$

SECTION II—LIABILITY COVERAGE

Coverage	Limits of Liability		PREMIUMS		
			Old Premium	New Premium	☐ Add'l ☐ Return
C. Bodily Injury & Property Damage Liability	$ each Occurrence	$ Aggregate	$	$	$
D. Premises Medical Payments	$ each Person	$ each Accident	$	$	$

TOTAL $

C. COBB & COMPANY #716

Agency, By [signature]

Prescribed by the State Board of Insurance
Form TxCMP-20, Effective January 1, 1975

UTEX 000613

ENDORSEMENT

Date: Nov. 23, 1983

Please attach the enclosed endorsement to:

Kind of Policy: TMP; End. TxCMP-20 reducing contents coverage San Benito; increasing contents Bldg. #1, Weimar plant; reducing bldg. amt. Uplands

Company and Fort Worth Lloyds

Policy Number: TMP4 001 230

Please do not fail to have this done. Thank you. Credit per endorsement on enclosed invoice.

TO
Mr. E. B. Pippert
Utex Industries, Inc.
P. O. Box 79227
Houston, Texas 77079

C. COBB & COMPANY
Insurance — All Lines
4747 GULF FREEWAY HOUSTON, TEXAS 77023
Phone: (713) 923-2611

FORM NO. TxCMP-20
Effective
January 1, 1975

TCMP—CHANGE ENDORSEMENT

This endorsement is made a part of Policy No. 4 001 230

of the Fort Worth Lloyds
Name of Insurance Company

and becomes effective on November 7, 1983 (Date) at ______ standard time at the location of the described property.

Name of Insured Utex Industries, Inc. et

Location of Premises and Occupancy See 22

Policy Term 1 yrs., From August 1, 1983 To August 1, 1984

Windstorm & Hail Deductible $5,000. Other Deductible Clause (Large) applicable; (specify)

It is agreed that:

(a) The policy is amended as follows:

In consideration of return $140.00 premium, it is hereby understood and agreed that the following changes are made:

1. Reduce the Contents amount at San Benito plant by $98,981.00 to a total of $866,921.00.
2. Increase Contents in Bldg #1 at Weimar plant by $98,981.00 to a total of $2,971,928.00.
3. Reduce the building at 1511 Upland, Houston, Texas by $129,542.00 to a total of $390,458.00.

All other terms and conditions remain unchanged.

(b) With respect to those coverages and kinds of property for which a specific limit of liability is shown, the limit of the Company's liability shall be changed to read as stated in the Limits of Liability columns herein. Such limits are in lieu of the Limits of Liability stated in the policy and not in addition thereto.

SECTION I—PROPERTY COVERAGE

Coverage Description	Loc. No.	Bldg. No.	LIMITS OF LIABILITY		Old Rate	New Rate	PREMIUMS		
			Previous Limit	New Limit			Old Premium	New Premium	☐ Add'l ☐ Return
			$	$			$	$	$
			$	$			$	$	$

SECTION II—LIABILITY COVERAGE

Coverage	Limits of Liability		PREMIUMS		
			Old Premium	New Premium	☐ Add'l ☐ Return
C. Bodily Injury & Property Damage Liability	$ each Occurrence	$ Aggregate	$	$	$
D. Premises Medical Payments	$ each Person	$ each Accident	$	$	$

TOTAL $

C. COBB & COMPANY #716 Agency, By [signature]

Prescribed by the State Board of Insurance
Form TxCMP-20, Effective January 1, 1975

UTEX 000615

ENDORSEMENT

Date: Nov. 23, 1983

Please attach the enclosed endorsement to:

Kind of Policy: TMP: End. TxCMP-20 adjustment of rate Upland bldg. from temporary to published rate. Invoice for return credit enclosed.

Company and Fort Worth Lloyds

Policy Number: TMP4 001 230

Please do not fail to have this done. Thank you.

TO Mr. E. B. Pippert
Utex Industries, Inc.
P. O. Box 79227
Houston, Texas 77079

C. COBB & COMPANY

Insurance — All Lines

4747 GULF FREEWAY HOUSTON, TEXAS 77023

Phone: (713) 923-2611

FORM NO. TxCMP-20
Effective
January 1, 1975

TCMP—CHANGE ENDORSEMENT

This endorsement is made a part of Policy No. 4 001 230

of the Fort Worth Lloyds
Name of Insurance Company

and becomes effective on October 1, 1983 (Date) at ______ standard time at the location of the described property.

Name of Insured Utex Industries, Inc. et

Location of Premises and Occupancy See 22

Policy Term 1 yrs., From August 1, 1983 To August 1, 1984

Windstorm & Hail Deductible $5,000. Other Deductible Clause (Large) applicable; (specify)

It is agreed that:

(a) The policy is amended as follows:

In consideration of a return premium of $931.00, it is hereby understood and agreed that the premium on building at 1511 Upland, Houston, Texas is adjusted due to published rate being received. Construction is SFR-HC.

All other terms and conditions remain unchanged.

(b) With respect to those coverages and kinds of property for which a specific limit of liability is shown, the limit of the Company's liability shall be changed to read as stated in the Limits of Liability columns herein. Such limits are in lieu of the Limits of Liability stated in the policy and not in addition thereto.

SECTION I—PROPERTY COVERAGE

Coverage Description	Loc. No.	Bldg. No.	LIMITS OF LIABILITY		Old Rate	New Rate	PREMIUMS		
			Previous Limit	New Limit			Old Premium	New Premium	☐ Add'l ☐ Return
			$	$			$	$	$
			$	$			$	$	$

SECTION II—LIABILITY COVERAGE

Coverage	Limits of Liability		PREMIUMS		
			Old Premium	New Premium	☐ Add'l ☐ Return
C. Bodily Injury & Property Damage Liability	$ each Occurrence	$ Aggregate	$	$	$
D. Premises Medical Payments	$ each Person	$ each Accident	$	$	$

TOTAL $

C. COBB & COMPANY #716 Agency, By G Cobb

Prescribed by the State Board of Insurance
Form TxCMP-20, Effective January 1, 1975

UTEX 000617

ENDORSEMENT

Date: Nov. 24, 1983

Please attach the enclosed endorsement to:

Kind of Policy: TMP: End. TxMP-52 Vacancy end. 3 mos.(11/1/83 to 2/1/84) 1511 Upland

Company and Fort Worth Lloyds

Policy Number: TMP4 001 230

Please do not fail to have this done. Thank you. Invoice for additional premium is enclosed.

TO

Mr. E. B. Pippert
Utex Industries, Inc.
P. O. Box 79227
Houston, Texas 77079

C. COBB & COMPANY
Insurance — All Lines
4747 GULF FREEWAY HOUSTON, TEXAS 77023
Phone: (713) 923-2611

FORM NO. TxMP-52
Effective
August 1, 1980

TMP–VACANCY PERMIT

Policy No. 4 001 230 Company Fort Worth Lloyds

Insured Utex Industries, Inc. et

Permission is granted for the building(s) described below to be vacant for the period indicated. This permit applies only to the peril(s) specified and for which an additional premium* has been charged.

DESCRIPTION OF BUILDING(S)

Loc. No.	Bldg. No.	Location of Premises
		1511 Upland, Houston, Texas

PERIL(S)	PERMIT PERIOD		Rate	Add'l Prem.
	From	To		
Fire and Lightning	11-1-83	2-1-84	.011	172.00
Extended Coverage*			N/C	
Vandalism and Malicious Mischief				
Other				
		Total	XXXX	172.00

* The peril of Extended Coverage is included without charge.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

Prescribed by the State Board of Insurance
FORM NO. TxMP-52, Effective August 1, 1980

ENDORSEMENT

Date: Oct. 26, 1983

Please attach the enclosed endorsement to:

Kind of Policy: TMP - End. TxCMP-20 adding glass coverage on items specified on End. Tx-CMP-179

Company and Fort Worth Lloyds

Policy Number: TMP 4 001 230

Please do not fail to have this done. Thank you. Invoice for additional premium is enclosed.

TO
Xentex, Inc.
P. O. Box 79227
Houston, Texas 77079
Attn. Mr. E. B. Pippert

C. COBB & COMPANY

Insurance — All Lines

4747 GULF FREEWAY HOUSTON, TEXAS 77023

Phone: (713) 923-2611

FORM NO. TxCMP-20
Effective
January 1, 1975

TCMP—CHANGE ENDORSEMENT

This endorsement is made a part of Policy No. 4 001 230
of the Fort Worth Lloyds
Name of Insurance Company

and becomes effective on September 27, 1983 (Date) at ______ standard time at the location of the described property.

Name of Insured Utex Industries, Inc. et

Location of Premises and Occupancy See 22

Policy Term 1 yrs., From August 1, 1983 To August 1, 1984

Windstorm & Hail Deductible $5,000. Other Deductible Clause (Large) applicable; (specify) ______

It is agreed that:

(a) The policy is amended as follows:

In consideration of an ADDITIONAL PREMIUM of $1242.00, it is hereby understood and agreed that form 179 (Glass endorsement) is added. See form attached.

All other terms and conditions remain unchanged.

(b) With respect to those coverages and kinds of property for which a specific limit of liability is shown, the limit of the Company's liability shall be changed to read as stated in the Limits of Liability columns herein. Such limits are in lieu of the Limits of Liability stated in the policy and not in addition thereto.

SECTION I—PROPERTY COVERAGE

Coverage Description	Loc. No.	Bldg. No.	LIMITS OF LIABILITY Previous Limit	LIMITS OF LIABILITY New Limit	Old Rate	New Rate	PREMIUMS Old Premium	PREMIUMS New Premium	PREMIUMS ☐ Add'l ☐ Return
			$	$			$	$	$
			$	$			$	$	$

SECTION II—LIABILITY COVERAGE

Coverage	Limits of Liability		PREMIUMS Old Premium	PREMIUMS New Premium	PREMIUMS ☐ Add'l ☐ Return
C. Bodily Injury & Property Damage Liability	$ each Occurrence	$ Aggregate	$	$	$
D. Premises Medical Payments	$ each Person	$ each Accident	$	$	$

C. COBB & COMPANY #716 Agency, By [signature]

TOTAL $ ______

FORM NO. TxCMP-179
Effective
January 1, 1975

TCMP—GLASS COVERAGE ENDORSEMENT

In consideration of the payment of premium and subject to all the terms of this endorsement:

1. PROPERTY COVERED

This endorsement covers damage to the glass described in the schedule and to the lettering and ornamentation separately described therein, by breakage of the glass or by chemicals accidently or maliciously applied.

The Company will pay for:

a. repairing or replacing frames immediately encasing and contiguous to such glass when necessary because of such damage;
b. installing temporary plates in or boarding up openings containing such glass when necessary because of unavoidable delay in repairing or replacing such damaged glass;
c. removing or replacing any obstructions, other than window displays, when necessary in replacing such damaged glass, lettering or ornamentation.

2. SCHEDULE

Loc. No.	Bldg. No.	Number of Plates	Length in Inches	Width in Inches	Description of Glass, Lettering and Ornamentation; Position in Building. The glass is plain flat with all edges set in frames, unless otherwise stated herein.	Specific Limit, if any	Premium
		4	103	21	windows-tinted safety glass		88.42
		1	103	44	windows-tinted safety glass		46.70
		10	103	50½	windows-tinted safety glass		553.66
		26	103	58½	windows-tinted safety glass		1657.84
		1	103	64½	windows-tinted safety glass		70.06
		1	103	59½	windows-tinted safety glass		63.76
		1	103	49½	windows-tinted safety glass		53.26
		4	103	31 3/4	Doors-tinted safety glass		132.24
						Total Premium $	Incl.

2,665.94

3. EXCLUSION

Insurance provided by this Endorsement does not apply to loss caused by or due to fire.

4. CONDITIONS

Limits of Liability and Settlement Options: The limit of the Company's liability for damage shall not exceed the actual cash value of the property at time of loss, nor what it would then cost to repair or replace the damaged property with other of the nearest obtainable kind and quality, nor the applicable limit of insurance stated in the schedule; provided, however, the limit of the Company's liability under each of paragraphs (1a), (1b) and (1c) above, is $75 with respect to loss due to any one occurrence at any one location separately occupied or designed for separate occupancy.
The Company may pay for the loss in money or may repair or replace the property. Any property so paid for or replaced shall become the property of the Company.

5. OTHER PROVISIONS APPLICABLE TO THIS ENDORSEMENT

A. The following Provisions as found on Page 2 of the Policy are also applicable to this Endorsement: Cancellation of Policy; Requirements in Case Loss Occurs; Suit; Subrogation.

B. The following Provisions applicable to Section I of the Policy are also applicable to this Endorsement: Nuclear Exclusion; Other Insurance.

C. The following Provisions applicable to Section I and II of the Policy are also applicable to this Endorsement: War Risk Exclusion; Liberalization Clause; Inspection and Audit; Conformity with Statute; Policy Period, Territory; Time of Inception.

This Endorsement must be attached to Change Endorsement TxCMP-20 when issued after the Policy is written.

Prescribed by the State Board of Insurance
Form TxCMP-179, Effective January 1, 1975

ENDORSEMENT Date: Oct. 26, 1983

Please attach the enclosed endorsement to:

Kind of Policy: TMP - End. TxCMP-20 adding coverage on bldg. 1511 Upland, Houston, Tx. for amount of $520,000.00 (temporary rate)

Company and Policy Number: Fort Worth Lloyds TMP 4 001 230

Please do not fail to have this done. Thank you. We have filed for published rate. Invoice for additional premium is enclosed.

TO
Xentex, Inc.
P. O. Box 79227
Houston, Texas 77079
Attn. Mr. E. B. Pippert

C. COBB & COMPANY
Insurance — All Lines
4747 GULF FREEWAY HOUSTON, TEXAS 77023
Phone: (713) 923-2611

FORM NO. TxCMP-20
Effective
January 1, 1975

TCMP—CHANGE ENDORSEMENT

This endorsement is made a part of Policy No. 4 001 230

of the Fort Worth Lloyds
Name of Insurance Company

and becomes effective on October 1, 1983 (Date) at ______ standard time at the location of the described property.

Name of Insured Utex Industries, Inc. et

Location of Premises and Occupancy See 22

Policy Term 1 yrs., From August 1, 1983 To August 1, 1984

Windstorm & Hail Deductible $5,000. Other Deductible Clause (Large) applicable; (specify)

It is agreed that:

(a) The policy is amended as follows:

In consideration of an ADDITIONAL PREMIUM of $1922.00, it is hereby understood and agreed that $520,000.00 coverage is added covering a building located at 1511 Upland, Houston, Texas. Construction SFR - M.

All other terms and conditions remain unchanged.

(b) With respect to those coverages and kinds of property for which a specific limit of liability is shown, the limit of the Company's liability shall be changed to read as stated in the Limits of Liability columns herein. Such limits are in lieu of the Limits of Liability stated in the policy and not in addition thereto.

SECTION I—PROPERTY COVERAGE

Coverage Description	Loc. No.	Bldg. No.	LIMITS OF LIABILITY Previous Limit	New Limit	Old Rate	New Rate	PREMIUMS Old Premium	New Premium	☐ Add'l ☐ Return
			$	$			$	$	$
			$	$			$	$	$

SECTION II—LIABILITY COVERAGE

Coverage	Limits of Liability		PREMIUMS Old Premium	New Premium	☐ Add'l ☐ Return
C. Bodily Injury & Property Damage Liability	$ each Occurrence	$ Aggregate	$	$	$
D. Premises Medical Payments	$ each Person	$ each Accident	$	$	$

C. COBB & COMPANY #716

Agency, By [signature]

TOTAL $

Prescribed by the State Board of Insurance
Form TxCMP-20, Effective January 1, 1975

TCMP—CHANGE ENDORSEMENT

UTEX 000624

ENDORSEMENT

Date: Jan. 31, 1983

Please attach the enclosed endorsement to:

Kind of Policy: TMP - End. TxCMP-20 extending bldr. risk (Upland) for 2 months to MARCH 18, 1983

Company and FWLloyds

Policy Number: TMP4 000 830

Please do not fail to have this done. Thank you. Invoice for additional premium is enclosed.

TO Mr. E. B. Pippert
Utex Industries, Inc.
P. O. Box 79227
Houston, Texas 77079

C. COBB & COMPANY

Insurance — All Lines

4747 GULF FREEWAY HOUSTON, TEXAS 77023

Phone: (713) 923-2611

FORM NO. TxCMP-20
Effective
January 1, 1975

TCM .IANGE ENDORSEMENT

This endorsement is made a part of Policy No. 4 000 830
of the Fort Worth Lloyds
Name of Insurance Company

and becomes effective on January 18, 1983 (Date) at ______ standard time at the location of the described property.

Name of Insured Utex Industries, Inc. et al
Location of Premises and Occupancy See 22 attached

Policy Term 1 yrs., From August 1, 1982 To August 1, 1983
Windstorm & Hail Deductible $5,000. Other Deductible Clause (Large) applicable; (specify) ______

It is agreed that:

(a) The policy is amended as follows:

In consideration of an ADDITIONAL PREMIUM of $151.00, it is hereby understood and agreed that the Coverage on the builders risk (form TMP 103) is extended until March 18, 1983.

All other terms and conditions remain unchanged.

(b) With respect to those coverages and kinds of property for which a specific limit of liability is shown, the limit of the Company's liability shall be changed to read as stated in the Limits of Liability columns herein. Such limits are in lieu of the Limits of Liability stated in the policy and not in addition thereto.

SECTION I—PROPERTY COVERAGE

Coverage Description	Loc. No.	Bldg. No.	LIMITS OF LIABILITY		Old Rate	New Rate	PREMIUMS		
			Previous Limit	New Limit			Old Premium	New Premium	☐ Add'l ☐ Return
			$	$			$	$	$
			$	$			$	$	$

SECTION II—LIABILITY COVERAGE

Coverage	Limits of Liability		PREMIUMS		
			Old Premium	New Premium	☐ Add'l ☐ Return
C. Bodily Injury & Property Damage Liability	$ each Occurrence	$ Aggregate	$	$	$
D. Premises Medical Payments	$ each Person	$ each Accident	$	$	$

TOTAL $ ______

C. COBB & COMPANY #716

______ Agency, By [signature]

Prescribed by the State Board of Insurance
Form TxCMP-20, Effective January 1, 1975

UTEX 000626

C. COBB & COMPANY
J.D. COBB & COMPANY
4747 GULF FREEWAY
HOUSTON, TEXAS 77023
(713) 923-2811

DATE November 15, 1982

SUBJECT TMP Policy 4 000 830
Bldr. Risk End. Bldg. 1511 Upland

TO:

Mr. E. B. Pippert
Utex Industries, Inc.
P. O. Box 79227
Houston, Texas 77079

Dear Elvin:

Enclosed is an End. TxCMP-20 to captioned policy, adding builder's risk coverage Form TxMP-103 on the construction of the building at 1511 Upland, Houston, Tx.

It was requested that we write the coverage since the builder apparently does not have a blanket builder's risk policy. I advised Mickey that we could add the coverage to the Utex TMP policy.

This coverage is for the period October 18, 1982 to January 18, 1983. If the building is not completed by the latter date, the coverage can be extended.

Our invoice for the additional premium is enclosed. If this cost was agreed to be borne by the builder you can advise Mickey of the amount so that it can be withheld from his final draw.

Be sure and attach the enclosed endorsement to the TMP policy.

Cordially,

Amelie

Amelie