INA CGO G1 4230002 10/1/95 - 10/1/96

N1760

LIABILITY-GENERAL
HANSON
CGO 61 423000-2

10/1/96
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☐ Bankers Standard Insurance Company	☐ Insurance Company of North America
☐ Century Indemnity Company	☐ Pacific Employers Insurance Company

POLICY IDENTIFICATION

DECLARATIONS — GENERAL LIABILITY POLICY | CGO | G1 423000-2

NAMED INSURED

Hanson Industries
99 Wood Avenue South
Iselin, NJ 08830-0000

POLICY IS : Renewal OF CGO G1 658779-5

NAMED INSURED IS : Hanson Industries (See Named Insured Endorsement No. 1)

BUSINESS OF INSURED : Diversified Industrial Management Company

POLICY PERIOD : FROM October 1, 1995 TO October 1, 1996
12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

PREMIUM PAYMENT CONDITIONS

AUDIT PERIOD : Annual

PAYMENT FREQUENCY : Monthly

PAYMENT SCHEDULE : (See Interim Premium Payment Endorsement No. 22)

TOTAL ADVANCE PREMIUM : $ 29,601,500.

PREMIUMS RESULTING FROM AUDIT ARE NOT INCLUDED IN THE ABOVE.

POLICY IDENTIFICATION

DECLARATIONS - GENERAL LIABILITY POLICY Page 2	CGO	G1 423000-2

COVERAGES AND LIMITS OF INSURANCE

In return for the payment of premium indicated above, we agree with you to provide the following coverage(s) at the limits shown, subject to all of the terms and conditions of this policy.

Coverage Form:	Limits of Insurance
COMMERCIAL GENERAL LIABILITY	
General Aggregate Limit (other than Products/ Completed Operations)	$ Not Applicable
Products/Completed Operations Aggregate Limit	$ 15,000,000
Personal & Advertising Injury Limit	$ 3,000,000
Each Occurrence	$ 3,000,000
Fire Damage Limit (any one fire)	$ 250,000
Medical Expense Limit (any one person)	$ 5,000
COMMERICAL GENERAL LIABILITY	
Each Occurrence - (Products/Completed Operations Limit)	$ 5,000,000
Each Occurrence - (Errors and Omissions Limit)	$ 3,000,000
Errors and Omissions Aggregate Limit	$ 3,000,000
LIQUOR LIABILITY	
Each Occurrence Limit	$ 3,000,000
Aggregate Limit	$ 3,000,000

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

All locations of the named insured as per schedule on file with the company.

SCHEDULE OF COVERAGES

COVERAGE PART:

Location Number	Coverage	Class Code/ Classification Description	Premium Basis	Exposure	Rate	Premium
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$

TOTAL PREMIUM FOR THIS COVERAGE PART — Included in Composite Rate $

When used as a premium basis the following code definitions apply:

A - Area - Per 1,000 square feet of area
C - Total Cost - per $1,000 of total cost
D - If Any
E - Admissions - per 1,000 admissions
F - Flat Charge
J - Total Operating Expenditures - per $1,000 of Expenditures
O - Other
P - Payroll - per $1,000 of payroll
S - Gross Sales - per $1,000 of Gross Sales
U - Units
X - Each

POLICY IDENTIFICATION

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FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION

SCHEDULE OF COVERAGE FORMS

FORM NO.	DESCRIPTION
LD-8E00a	Declarations - General Liability Policy
LD-2F52a	Declarations - General Liability Policy, Page 2
LD-2D51a	Declarations - General Liability Policy, Page 3
LD-2A48a	Declarations - General Liability Policy, Page 4
CG-0001	Commercial General Liability Coverage Form
CG-0033	Liquor Liability Coverage Form
IL-0017	Common Policy Conditions

SCHEDULE OF ENDORSEMENTS

FORM NO.	ENDT. NO.	DESCRIPTION
CC-1E15	1.	Named Insured Endorsement
LD-2R90	2.	Additional Insured - Employees Professional Health Care Services
CC-1E15	3.	Composite Rate Endorsement
CC-1E15	4.	Amendatory Endorsement - Cancellation By Us
CC-1E15	5.	Professional Services - Errors and Omissions
CC-1E15	6.	Amendatory Endorsement - Waiver of Subrogation
CC-1E15	7.	Amendatory Endorsement - Definition of Covered Watercraft
CC-1E15	8.	Amendatory Endorsement - Additional Insured
CC-1E15	9.	Amendatory Endorsement - "In Rem" Coverage
CC-1E15	10.	Amendatory Endorsement - Employee Bodily Injury Exclusion
CC-1E15	11.	Amendatory Endorsement - Specified Certificate Holders Exclusion
CC-1E15	12.	Amendatory Endorsement - Policy Conditions
CG-2404	13.	Waiver of Transfer of Rights of Recovery Against Grove UK
CC-1E15	14.	Amendatory Endorsement - Pollution Exclusion
LD-4S35	15.	Exclusion - Lead
LD-3R16	16.	Exclusion - Asbestos
CC-1E15	17.	Medical Professional Liability - Covered Physicians
Manuscript	18.	Claims Made Physicians Professional Liability Coverage
CC-1E15	19.	Amendatory Endorsement - Logging and Lumbering Operations
CC-1E15	20.	Non Accumulation of Limits of Insurance Endorsement
CC-1E15	21.	Amendatory Endorsement - Worldwide Products Policy Territory
LC-578d	22.	Interim Premium Payment Endorsement

This declaration and the coverage form(s) and endorsements, if any, listed above and attached, completes this policy.

COUNTERSIGNED AT: ______________ AUTHORIZED AGENT: Robert E. Lorer Jr.

DATE: ______________

FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION

FORM NO.	ENDT. NO.	DESCRIPTION
CG-2150	23.	Amendment of Liquor Liability Exclusion
CG-2015	24.	Additional Insured - Vendors
CG-2010	25.	Additional Insured - Owners, Lessees, or Contractors
IL-0021	26.	Nuclear Energy Liability Exclusion Endorsement
CG-0043	27.	Changes In Commercial General Liability Coverage Form
CG-0048	28.	Changes In Products/Completed Operations Liability Coverage Form
IL-0280	29.	Alaska Changes - Cancellation and Non Renewal
IL-0258	30.	Arizona Changes - Cancellation and Non Renewal
IL-0231	31.	Arkansas Changes - Cancellation
IL-0270	32.	California Changes - Cancellation and Non Renewal
IL-0228	33.	Colorado Changes - Cancellation and Non Renewal
IL-0260	34.	Connecticut Changes - Cancellation and Non Renewal
IL-0237	35.	Delaware Changes - Termination Provisions
IL-0278	36.	District of Columbia Changes-Cancellation and Non Renewal
CG-0220	37.	Florida Changes - Cancellation and Non Renewal
IL-0262	38.	Georgia Changes - Cancellation and Non Renewal
IL-0265	39.	Hawaii Changes - Cancellation and Non Renewal
IL-0204	40.	Idaho Changes - Cancellation and Non Renewal
CG-0200	41.	Illinois Changes - Cancellation and Non Renewal
IL-0158	42.	Indiana Changes
IL-0272	43.	Indiana Changes - Cancellation and Non Renewal
IL-0276	44.	Iowa Changes - Cancellation and Non Renewal
IL-0261	45.	Kansas Changes - Cancellation and Non Renewal
IL-0263	46.	Kentucky Changes - Cancellation and Non Renewal
IL-0277	47.	Louisiana Changes - Cancellation and Non Renewal
IL-0247	48.	Maine Changes - Cancellation and Non Renewal
CG-0201	49.	Maryland Changes
IL-0286	50.	Michigan Changes - Cancellation and Non Renewal
CG-2605	51.	Minnesota Changes
IL-0245	52.	Minnesota Changes - Cancellation and Non Renewal
IL-0282	53.	Mississippi Changes - Cancellation and Non Renewal
IL-0274	54.	Missouri Changes - Cancellation and Non Renewal
IL-0167	55.	Montana Changes - Conformity with Statutes
IL-0243	56.	Montana Changes
IL-0259	57.	Nebraska Changes - Cancellation and Non Renewal
IL-0251	58.	Nevada Changes - Cancellation and Non Renewal
IL-0135	59.	New Hampshire Changes - Cancellation and Non Renewal
Il-0208	60.	New Jersey Changes - Cancellation and Non Renewal

This declaration and the coverage form(s) and endorsements, if any, listed above and attached, completes this policy.

COUNTERSIGNED AT: ______________ AUTHORIZED AGENT: Robert E. Lorez Jr.

DATE: ______________

FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION

FORM NO.	ENDT. NO.	DESCRIPTION
CG-0163	61.	New York Changes - Amendatory Endorsement
IL-0268	62.	New York Changes - Cancellation and Non Renewal
IL-0234	63.	North Dakota Changes - Cancellation and Non Renewal
IL-0244	64.	Ohio Changes - Cancellation and Non Renewal
IL-0236	65.	Oklahoma Changes - Cancellation and Non Renewal
IL-0279	66.	Oregon Changes - Cancellation and Non Renewal
IL-0246	67.	Pennsylvania Changes - Cancellation and Non Renewal
IL-0273	68.	Rhode Island Changes - Cancellation and Non Renewal
IL-0249	69.	South Carolina Changes - Cancellation and Non Renewal
IL-0232	70.	South Dakota Changes - Cancellation and Non Renewal
IL-0250	71.	Tennessee Changes - Cancellation and Non Renewal
IL-0275	72.	Texas Changes - Cancellation and Non Renewal
CG-0205	73.	Texas Changes - Amendment of Cancellation Provisions or Coverage Change
IL-0168	74.	Texas Changes - Duties
IL-0266	75.	Utah Changes - Cancellation and Non Renewal
CG-0186	76.	Utah Changes
IL-0126	77.	Vermont Changes - Statutory Limits
IL-0219	78.	Vermont Changes - Cancellation and Non Renewal
IL-0138	79.	Virginia Changes - Cancellation
IL-0152	80.	Virginia Changes
CG-0181	81.	Washington Changes
CG-0197	82.	Washington Changes-Employment-Related Practices Exclusion
IL-0281	83.	West Virginia Changes - Cancellation
CG-0124	84.	Wisconsin Changes - Amendment of Policy Conditions
IL-0283	85.	Wisconsin Changes - Cancellation and Non Renewal
CG-0160	86.	Wyoming Changes
CG-0185	87.	Wyoming Changes - Amendment of your Right to Claim an occurrence information
IL-0252	88.	Wyoming Changes - Cancellation and Non Renewal
Manuscript	89.	Loss Divisor Premium Endorsement - One Year Plan

This declaration and the coverage form(s) and endorsements, if any, listed above and attached, completes this policy.

COUNTERSIGNED AT: ______________________ AUTHORIZED AGENT: Robert E. Lorer Jr.

DATE: ______________________

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

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

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

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

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

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

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

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

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

2. Exclusions.

This insurance does not apply to:

a. Expected or Intended Injury

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

b. Contractual Liability

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

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

(2) That the insured would have in the absence of the contract or agreement.

c. Liquor Liability

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

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

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

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

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

d. Workers Compensation and Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

(a) Employment by the insured; or

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

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

This exclusion applies:

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

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

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

f. Pollution

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

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

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

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

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

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

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

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

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

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

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

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

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

g. Aircraft, Auto or Watercraft

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

This exclusion does not apply to:

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

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

(a) Less than 26 feet long; and

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

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

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

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

h. Mobile Equipment

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

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

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

i. War

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

j. Damage to Property

"Property damage" to:

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

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

(3) Property loaned to you;

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

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

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

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

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

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

k. Damage to Your Product

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

l. Damage to Your Work

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

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

m. Damage to Impaired Property or Property Not Physically Injured

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

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

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

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

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

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

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

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. **Insuring Agreement.**

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

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

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

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

b. This insurance applies to:

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

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

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

2. **Exclusions.**

This insurance does not apply to:

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

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

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

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

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

b. "Advertising injury" arising out of:

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

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

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

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

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement.

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

(1) On premises you own or rent;

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

(3) Because of your operations;

provided that:

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

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

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

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

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

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

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

2. Exclusions.

We will not pay expenses for "bodily injury":

a. To any insured.

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

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

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

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

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

g. Excluded under Coverage A.

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

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $100 a day because of time off from work.
5. All costs taxed against the insured in the "suit".
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. An organization other than a partnership or joint venture, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
   a. Your "employees", other than your "executive officers", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:
      (1) "Bodily injury" or "personal injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), or to a co-"employee" while in the course of his or her employment or while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.
      (2) "Property damage" to property:
         (a) Owned, occupied or used by,
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

         you, any of your "employees" or, if you are a partnership or joint venture, by any partner or member.
   b. Any person (other than your "employee"), or any organization while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
   a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
   b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

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

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

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

SECTION III - LIMITS OF INSURANCE

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

   a. Insureds;

   b. Claims made or "suits" brought; or

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

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

   a. Medical expenses under Coverage C;

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

   c. Damages under Coverage B.

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

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

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

   a. Damages under Coverage A; and

   b. Medical expenses under Coverage C

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

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

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

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy.**

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

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

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

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

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

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

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

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

      (2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

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

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

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

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

3. Legal Action Against Us.

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

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

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

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

4. Other Insurance.

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

a. Primary Insurance

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

b. Excess Insurance

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

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

(2) That is Fire insurance for premises rented to you; or

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

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

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

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

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

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

c. Method of Sharing

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

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

5. **Premium Audit.**
   a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
   b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
   c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations.**

   By accepting this policy, you agree:
   a. The statements in the Declarations are accurate and complete;
   b. Those statements are based upon representations you made to us; and
   c. We have issued this policy in reliance upon your representations.

7. **Separation Of Insureds.**

   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
   a. As if each Named Insured were the only Named Insured; and
   b. Separately to each insured against whom claim is made or "suit" is brought.

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

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

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

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

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

SECTION V - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
   a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
   b. Oral or written publication of material that violates a person's right of privacy;
   c. Misappropriation of advertising ideas or style of doing business; or
   d. Infringement of copyright, title or slogan.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
   c. All parts of the world if:
      (1) The injury or damage arises out of:
         (a) Goods or products made or sold by you in the territory described in a. above; or

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

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

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

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

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

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

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

if such property can be restored to use by:

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

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

8. "Insured contract" means:

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

b. A sidetrack agreement;

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

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

e. An elevator maintenance agreement;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Vehicles that travel on crawler treads;

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

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

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

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

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

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

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

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

(1) Equipment designed primarily for:

(a) Snow removal;

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

(c) Street cleaning;

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

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

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

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

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

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

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

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

14.a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

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

(2) Work that has not yet been completed or abandoned.

b. "Your work" will be deemed completed at the earliest of the following times:

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

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

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

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

c. This hazard does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;

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

(3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.

15. "Property damage" means:

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

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

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

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

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

17. "Your product" means:

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

(1) You;

(2) Others trading under your name; or

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

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

"Your product" includes:

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

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

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

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

19. "Your work" means:

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

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

"Your work" includes:

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

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

LIQUOR LIABILITY COVERAGE FORM

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

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

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

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

SECTION I - LIQUOR LIABILITY COVERAGE

1. **Insuring Agreement.**

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "injury" and settle any claim or "suit" that may result. But:

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

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

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

   b. This insurance applies to "injury" which occurs during the policy period in the "coverage territory".

2. **Exclusions.**

   This insurance does not apply to:

   a. **Expected or Intended Injury**

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

   b. **Workers Compensation and Similar Laws**

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

   c. **Employer's Liability**

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

         (a) Employment by the insured; or

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

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

      This exclusion applies:

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

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

   d. **Liquor License Not in Effect**

      "Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is suspended or after such license expires, is cancelled or revoked.

   e. **Your Product**

      "Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

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

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

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

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f. Other Insurance

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $100 a day because of time off from work.
4. All costs taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. An organization other than a partnership or joint venture, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
   a. Your "employees", other than your "executive officers", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:
      (1) "Injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), or to a co-"employee" while in the course of his or her employment or while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above; or
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above.
      (2) "Property damage" to property:
         (a) Owned or occupied by, or
         (b) Rented or loaned

         to that "employee", any of your other "employees" or, if you are a partnership or joint venture, by any of your partners or members.
   b. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

4. **Other Insurance.**

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

a. **Primary Insurance**

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. **Method of Sharing**

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

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

5. **Premium Audit.**

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

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

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

6. **Representations.**

By accepting this policy, you agree:

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

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

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

7. **Separation Of Insureds.**

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

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

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

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

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

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

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

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

SECTION V - DEFINITIONS

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

2. "Coverage territory" means:

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

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

c. All parts of the world if:

(1) The "injury" arises out of:

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

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

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

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

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

5. "Injury" means all damages, including damages because of "bodily injury" and "property damage", and including damages for care, loss of services or loss of support.

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

7. "Property damage" means:

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

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

8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:

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

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

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

10. "Your product" means:

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

(1) You;

(2) Others trading under your name; or

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

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

"Your product" includes:

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

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

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

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

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

C. EXAMINATION OF YOUR BOOKS AND RECORDS

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

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

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

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

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

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums, and
2. Will be the payee for any return premiums we pay

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

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

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

NAMED INSURED ENDORSEMENT

Named Insured				Endorsement Number
Hanson Industries				1 (Page 1 of 2)
Policy Symbol	Policy Number	Policy Period		Effective Date of Endorsement
CGO	G1 423000-2	10/01/95 to 10/01/96		10/01/95
Issued By (Name of Insurance Company)				
Indemnity Insurance Company of North America				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies insurance provided under the following:

COMMERICAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The Named Insured shown in the Policy Declarations is amended to read as follows to the extent set forth below:

(A) The Named Insured;

(B) Any other owned, controlled, affiliated, associated or subsidiary (including a subsidiary thereof) company or any other organization in which the Insured acquires active management or financial control, including interest in joint ventures;

(C) If the Named Insured is designated in the declaration 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;

(D) Any person or organization with respect to real estate management for the Named Insured;

(E) Any officer, executive, director, stockholder or employee of the Named Insured, but only while acting on behalf of such Named Insured and within the scope of his duties as such;

(F) Any person or organization designated in writing as a vendor, but only with respect to the distribution or sale in the regular course of the vendor's business, of the Named Insured's products, except with respect to:

(1) Any express warranty unauthorized by the Named Insured;

(2) Personal injury or Property damage arising out of any act or failure to act by the vendor, including:

i. Any modification, faulty assembly or alteration of any product that effects performance or safety of the product;

ii. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

Robert E. Loren Jr.

Authorized Agent

NAMED INSURED ENDORSEMENT

Named Insured			Endorsement Number
Hanson Industries			1 (Page 2 of 2)
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CGO	GL 423000-2	10/01/95 to 10/01/96	10/01/95
Issued By (Name of Insurance Company)			
Indemnity Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies insurance provided under the following:

COMMERICAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

iii. Products, which after distribution or sale by the Named Insured, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(G) Any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or permit to provide insurance such as is afforded by the terms of this policy, but only with respect to operations by or on behalf of the Named Insured or to facilities of or facilities used by the Named Insured and then, only to the extent of the coverage required by such contract and for the limits of liability specified in such contract but in no event for insurance not afforded by this policy nor for limits of liability in excess of the applicable limits of liability of this policy;

(H) Any club/organization sponsored by and affiliated with the Named Insured.

Robert E. Lorez Jr.
Authorized Agent

ADDITIONAL INSURED — EMPLOYEES
PROFESSIONAL HEALTH CARE SERVICES

Named Insured			Endorsement Number
Hanson Industries			2
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CGO	G1 423000-2	10/01/95 to 10/01/96	10/01/95
Issued By (Name of Insurance Company)			
Indemnity Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph 2.a(2) of SECTION II — WHO IS AN INSURED is deleted.

Robert E. Lorez Jr.

Authorized Agent

COMPOSITE RATE ENDORSEMENT

Named Insured			Endorsement Number
Hanson Industries			3 (Page 1 of 2)
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CGO	G1 423000-2	10/01/95 to 10/01/96	10/01/95
Issued By (Name of Insurance Company)			
Indemnity Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies insurance provided under the following:

COMMERICAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Paragraph a. of Condition 5. PREMIUM AUDIT, is replaced by the following:

a. We will compute all premiums for this Coverage Part in accordance with the schedule shown below.

As used in this endorsement, "WC Payroll" shall include all payroll, including that for the standard exception classes as defined in the General Rules of the Commercial Lines Manual.

SCHEDULE
SUBJECT LIMIT

Exposure Basis	Estimated Amount	Rate Per $100	Deposit Premium
WC Payroll	$654,100,764	$4.5255	$29,601,500

Robert E. Loser Jr.

Authorized Agent

COMPOSITE RATE ENDORSEMENT

Named Insured				Endorsement Number
Hanson Industries				3 (Page 2 of 2)
Policy Symbol	Policy Number	Policy Period		Effective Date of Endorsement
CGO	G1 423000-2	10/01/95 to	10/01/96	10/01/95
Issued By (Name of Insurance Company)				
Indemnity Insurance Company of North America				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

STATE SCHEDULE

STATE	WC PAYROL	GL PREMIUM
AL	1,358,721	61,489
AK	100,000	4,526
AZ	5,190,471	234,896
AR	629,793	28,501
CA	69,811,425	3,159,334
CO	1,285,939	58,196
CT	1,988,637	89,996
DE	2,539,191	114,912
DC	100,000	4,526
FL	20,326,370	919,875
GA	28,555,223	1,292,274
HI	100,000	4,526
IA	1,442,064	65,261
ID	52,069,307	2,356,410
IL	6,310,599	285,588
IN	21,815,804	987,280
KS	517,653	23,427
KY	10,757,025	486,812
LA	520,643	23,562
ME	100,000	4,526
MD	51,382,096	2,325,310
MA	1,467,463	66,410
MI	1,505,562	68,135
MN	1,583,166	71,647
MS	100,000	4,526
MO	1,729,308	78,260

STATE	WC PAYROLL	GL PREMIUM
MT	143,443	6,492
NE	11,460,730	518,658
NV	2,103,020	95,173
NH	2,028,684	91,809
NJ	37,294,020	1,687,751
NM	4,054,814	183,502
NY	29,794,152	1,348,342
NC	26,115,486	1,181,863
ND	301,463	13,643
OH	8,336,013	377,248
OK	2,546,324	115,235
OR	2,116,265	95,772
PA	130,268,991	5,895,357
RI	783,421	35,454
SC	10,522,800	476,212
SD	100,000	4,526
TN	4,647,758	210,335
TX	81,762,511	3,700,184
UT	1,040,107	47,070
VA	8,983,126	406,534
VT	1,713,197	77,531
WA	3,460,871	156,623
WV	184,878	8,367
WI	952,230	43,093
WY	100,000	4,526
TOTAL	654,100,764	29,601,500

Robert E. Lorenz Jr.

Authorized Agent

CC-1E15 Ptd. in U.S.A. (6/86)

GLD055783

0049-GLD-000055783

AMENDATORY ENDORSEMENT - CANCELLATION BY US

Named Insured				Endorsement Number
Hanson Industries				4
Policy Symbol	Policy Number	Policy Period		Effective Date of Endorsement
CGO	G1 423000-2	10/01/95 to 10/01/96		10/01/95
Issued By (Name of Insurance Company)				
Indemnity Insurance Company of North America				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies insurance provided under the following:

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

Paragraph A.2. of CANCELLATION (Common Policy Conditions) is replaced by the following:

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

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. 90 days before the effective date of cancellation if we cancel for any other reason.

Robert E. Loren Jr.
Authorized Agent

CC-1E15 Ptd. in U.S.A. (6/86)

PROFESSIONAL SERVICES - ERRORS AND OMISSIONS

Named Insured			Endorsement Number
Hanson Industries			5 (Page 1 of 2)
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CGO	G1 423000-2	10/01/95 to 10/01/96	10/01/95
Issued By (Name of Insurance Company)			
Indemnity Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Limits of Insurance

Errors and Omissions Occurrence Limit $3,000,000

Errors and Omissions Aggregate Limit $3,000,000

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

Coverage

We will pay those sums that you become legally obligated to pay as damages because of any error or omission of the insured or any other person for whose acts the insured is legally liable, in the performance of professional services on behalf of the Named Insured.

We will have the right and duty to defend any "suit" seeking those damages.

Coverage applies only if you, at the effective date of this coverage, had no knowledge of or could not have reasonably foreseen any circumstances which might result in a claim or "suit."

Exclusions

This endorsement does not apply to:

1. "Bodily Injury", "Property Damage", "Personal Injury", or "Advertising Injury."
2. Any dishonest, fraudulent, criminal or malicious act; or
3. Damages which the insured is legally obligated to pay by reason of the assumption of liability in a contract or agreement.

Robert E. Loser Jr.
Authorized Agent

CC-1E15 Ptd. in U.S.A. (6/86)

PROFESSIONAL SERVICES - ERRORS AND OMISSIONS

Named Insured			Endorsement Number
Hanson Industries			5 (Page 2 of 2)
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CGO	GI 423000-2	10/01/95 to 10/01/96	10/01/95
Issued By (Name of Insurance Company)			
Indemnity Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (CONTINUED)

Who Is An Insured

With respect to this endorsement only, the following is added to Paragraph 2.a. of SECTION II --WHO IS AN INSURED: Your employees, other than your executive officers, but only if authorized to act in the performance of professional services on behalf of the Named Insured.

Definitions

"Professional Services" means any law, accounting, tax consulting or risk management activities undertaken on behalf of the Named Insured.

Limits of Insurance

The two Limits of Insurance shown in the Schedule apply to this endorsement. The Errors and Omissions Aggregate Limit is the most we will pay for all damages because of errors or omissions during each policy year. The Errors and Omissions Occurrence Limit is the most we will pay for each claim.

Robert E. Lorer Jr.

Authorized Agent

AMENDATORY ENDORSEMENT - WAIVER OF SUBROGATION

Named Insured			Endorsement Number
Hanson Industries			6
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
CGO	Gl 423000-2	10/01/95 to 10/01/96	10/01/95
Issued By (Name of Insurance Company)			
Indemnity Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies insurance provided under the following:

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

It is understood and agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee or employees of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

Robert E. Lorez Jr.

Authorized Agent

CC-1E15 Ptd. in U.S.A. (6/86)

AMENDATORY ENDORSEMENT - DEFINITION OF COVERED WATERCRAFT

Named Insured			Endorsement Number
Hanson Industries			7
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CGO	G1 423000-2	10/01/95 to 10/01/96	10/01/95
Issued By (Name of Insurance Company)			
Indemnity Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph 2.g. (1) and (2) of Section I - Coverages is hereby replaced with the following:

g. "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 on premises owned by, rented to or controlled by the Named Insured, or to any watercraft under 75 feet in length;

Robert E. Lorer Jr.

Authorized Agent

CC-1E15 Ptd. in U.S.A. (6/86)

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

Named Insured				Endorsement Number
Hanson Industries				8
Policy Symbol	Policy Number	Policy Period		Effective Date of Endorsement
CGO	G1 423000-2	10/01/95	to 10/01/96	10/01/95
Issued By (Name of Insurance Company)				
Indemnity Insurance Company of North America				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies insurance provided under the following:

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

With respect of CDK Contracting Company's operations at the Redding Power Plant, The City of Redding, its officers, officials, employees and volunteers are included as Additional Insureds as respects: liability arising out of activities performed by or on behalf of CDK Contracting Company; products and completed operations of CDK Contracting Company; and premises owned, occupied or used by CDK Contracting Company.

This insurance shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess and shall not contribute with it.

Robert E. [illegible]

Authorized Agent

CC-1E15 Ptd. in U.S.A. (6/86)

AMENDATORY ENDORSEMENT - "IN REM" COVERAGE

Named Insured			Endorsement Number
Hanson Industries			9
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CGO	G1 423000-2	10/01/95 to 10/01/96	10/01/95
Issued By (Name of Insurance Company)			
Indemnity Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Such coverage as is afforded by this policy shall not be denied solely on the basis that the claim or suit against the insured is based upon an "In Rem" proceeding.

An action "In Rem" shall be considered an action "In Personam".

Robert E. Lorer Jr.

Authorized Agent

CC-1E15 Ptd. in U.S.A. (6/86)

AMENDATORY ENDORSEMENT - EMPLOYEE BODILY INJURY EXCLUSION

Named Insured			Endorsement Number
Hanson Industries			10
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CGO	G1 423000-2	10/01/95 to 10/01/96	10/01/95
Issued By (Name of Insurance Company)			
Indemnity Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies insurance provided under the following:

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

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

(e) "bodily injury" to:

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

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

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

This exclusion applies:

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

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

Robert E. Lorer Jr.

Authorized Agent

CC-1E15 Ptd. in U.S.A. (6/86)

Policy No. CGO G1 423000-2 **Endorsement No. 11**

AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Indemnity Insurance Company of North America
(Hereinafter called "The Company")

In consideration of the premium to be paid, in reliance upon the statements made a part hereof and subject to all the terms of the policy, the Company agrees with the Named Insured as follows:

PART I - COVERAGE

To pay on behalf of the Insured all sums which the Insured shall be obligated to pay by reason of the liability:

Imposed upon the Insured by law, or assumed under contract, or agreement by the Named Insured;

for damages on account of:

1. Personal injuries
2. Property damage
3. Advertising liability
4. Bodily Injury
5. Medical Expenses

Caused by or arising out of each occurrence;

A. Within the United States of America, its territories or possessions, Puerto Rico, or

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

C. With respect to the products hazard, anywhere in the world, except with respect to loss arising out of foreign-based operations of the Named Insured. as used herein, "Foreign-Based Operations" means:

1. Construction, fabrication, erection or installation operations outside the United States of America, its territories or possessions, or

2. Manufacturing, selling or distributing goods or products at or from locations outside the United States of America, Canada and Puerto Rico its territories or possessions, but "Foreign-Based Operations" do not include the distribution or sale of goods or products manufactured in the United States of America, its territories or possessions.

PART II - DEFENSE/SUPPLEMENTARY PAYMENTS

With respect to the insurance afforded by this policy, the Company shall have the right to defend any suit against the Insured seeking damages, even if the allegations of the suit are groundless, false or fraudulent, and make such investigation and settlement of any claim or suit as is agreed to by the Company. The Company shall not be obligated to pay any claim or defend any suit after the applicable limits of the Company's liability have been exhausted by payment of judgments or settlements.

The Company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the Insured outside the United States of America, its territories or possessions, Puerto Rico or Canada. If the Company elects not to investigate, settle or defend any such claim or such settlement thereof as the Company and the Insured deem expedient, the Company shall then reimburse the Insured for the reasonable costs of such investigation and defense, within the applicable limits of the Company's liability, for the amount of any settlement so authorized.

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 which does not exceed the limit of the Company's liability thereof;

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

C. Expenses incurred by the Insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

D. Reasonable expenses incurred by the Insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings, not to exceed $100 per day.

PART III - PERSONS INSURED

Each of the following is an Insured under this policy, to the extent set forth below:

A. The Named Insured:

B. Any other owned, controlled, affiliated or subsidiary (including a subsidiary thereof) company or any other organization in which the Insureds acquires active management or financial control, but excluding Hygrade Food Products, Old Salt Seafood and Endicott Johnson Corporation;

C. If the Named Insured is designated in the declaration 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 liabilities as such;

D. Any person or organization with respect to real estate management for the Named Insured;

E. Any officer, executive, director, stockholder or employee of the Named Insured, but only while acting on behalf of such Named Insured and within the scope of his duties as such;

F. Any doctor, nurse, dentist or dietitian employed by the Named Insured on a full-time or part-time basis, as respects injury arising out of any rendering or failure to render professional services on behalf of the Named Insured;

G. Any lawyer, accountant, risk/insurance manager or tax consultant employed by the Named Insured, as respects damages because of injury caused by any negligent act, error or omission in the performance of professional services on behalf of the Named Insured;

H. Any person or organization designated in writing as a vendor, but only with respect to the distribution or sale in the regular course of the vendor's business, of the Named Insured's products, except with respect to:

1. Any express warranty unauthorized by the Named Insured;

2. Personal injury or Property damage arising out of any act or failure

to act by the vendor, including:

i. Any modification, fault assembly or alteration of any product that affects performance or safety of the product;

ii. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

iii. Products, which after distribution or sale by the Named Insured, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

I. Any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or permit to provide insurance such as is afforded by the terms of this policy, but only with respect to peritonize by or on behalf of the Named Insured or to facilities of or facilities used by the Named Insured and then, only to the extent of the coverage required by such contract and for the limits of liability specified in such contract but in no event for insurance not afforded by this policy nor for limits of liability in excess of the applicable limits of liability of this policy;

J. Any club/organization sponsored by and affiliated with the Named Insured.

PART V - EXCLUSIONS

This policy shall not apply:

A. To property damage to:

1. Property owned by the Insured:

2. The Named Insured's products arising out of such products or any part of such products;

3. 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;

4. Property used by the Insured.

B. To bodily injury or property damage resulting from the failure of the Insured's products or work completed by or for the Insured to perform the function or serve the purpose intended by the Insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any Insured; but this exclusion does not apply to personal injury or property damage resulting from the active malfunctioning of such products or work;

C. To damages claimed for the withdrawal, inspections, repair, replacement or loss of use of the Insured's products or work completed by or for the Insured or of any property of which such products or work form, a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

D. With respect to advertising liability, to claims made against the Insured for:

1. Infringement of registered trade marks, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

2. Incorrect description of any article or commodity;

3. Mistake in advertised price;

4. To any Insured in the business of advertising, broadcasting, publishing or telecasting;

E. To bodily injury or property damage arising out of aircraft products and/or all sums which any Insured shall become legally obligated to pay as damages resulting in or from grounding of any aircraft;

F. Pollution, as per Amendatory Endorsement No. 14 - "Pollution Exclusion";

G. Nuclear Energy, as per Endorsement No. 26 - "Nuclear Energy Liability Exclusion Endorsement;

H Lead, as per Amendatory Endorsement No. 15 - "Exclusion - Lead";

I. To bodily injury or property damage due to war, whether or not declared, civil war, insurrection rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

1. liability assumed by the Insured under any contract, or

2. Expenses for first aid under the supplementary payments provision;

J. To bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading or

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 any 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; or liability assumed under any "contract" for the ownership, maintenance or use of aircraft.

K. 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 benefit law, or under any similar law.

L. "Bodily Injury" to:

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

(a) Employment by the insured; or

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

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

This exclusion applies:

1. Whether the insured does not apply to liability assumed by the insured under and replaced by any contract.

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

This exclusion does not apply to liability as assumed by the insured under any contract.

M. 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 on premises owned by, rented to or controlled by the Named Insured or to any watercraft under 75 feet in length and/or approximately 156 feet in length.

N. If the Insured or the indemnitee of the Insured is an architect engineer or surveyor, to personal injury or property damage arising out of professional services performed by the Insured or which causes liability of the indemnitee, his agents or employees, arising out of:

1. The preparation or approval of maps, drawings, opinion reports, surveys, change orders, designs or specifications;

2. Supervisory, inspection or engineering services;

3. The giving of or 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 his personal injury or property damage;

O. To loss of use of tangible property which has not been physically injured or destroyed from a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreements;

P. With respect to personal injury coverage, to personal injury:

1. Arising out of the willful violation of a penal statute or ordinance committed by or consent of the Insured;

2. Arising out of any publication or utterance concerning any organization or business enterprise or its products or services,

made by or at the direction of any Insured with knowledge of the falsity thereof;

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

Q. To property damage to premises alienated by the Named Insured arising out of such premises or any part thereof;

R. As respects coverage afforded for professional services provided or by any failure to provide these services, on behalf of the Named Insured:

1. To any dishonest, fraudulent, criminal or malicious act or omission of any Insured or employee; or

2. To any claim made by an employer against an Insured who is a salaried employee of such an employer.

Part VI - DEFINITIONS

A. ADVERTISING LIABILITY: means:

1. Libel, slander or defamation;

2. Any infringement of copyright, title or slogan;

3. Piracy, plagiarism or unfair competition or idea misappropriation under an implied contract;

4. Any invasion of right of privacy, committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities.

B. AIRCRAFT: means any heavier than air or lighter than air conveyance designed to transport persons or property.

C. AUTOMOBILE: means a land motor vehicle, trailer or semi-trailer (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; cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.

D. 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 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 Insured at the site of the operations have been completed; or

2. When all operations to be performed by or on behalf of the Insured under the contract 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 do not include bodily injury or property damage arising out of:

a. Operations in connection with the transportation of property, unless the bodily injury or property damage rises out of conditions in or on a vehicle created by the loading or unloading thereof.

b. The existence of tools, uninstalled equipment or abandoned or unused materials.

E. "PRODUCTS HAZARDS": 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 respects thereto, only if the bodily injury or property damage occurs away from premises owned by or rented to the Insured and after physical possession has been relinquished to others. The products hazard also includes liability assumed with respect to the products hazard. The products hazard also includes testing or demonstration, if away from premises owned or controlled by the Named Insured.

F. NAMED INSURED'S PRODUCTS: Means:

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

   a. You;

   b. Others trading under your name; or

   c. A person or organization whose business or assets you have acquired and

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

G. BODILY INJURY: Means bodily injury, sickness, disease, shock, mental injury or mental anguish including death resulting from any of these at any time.

H. PERSONAL INJURY:

1. False arrest, detention or imprisonment, wrongful entry or eviction or other invasion of private occupancy, malicious prosecution or humiliation;

2. The publication or utterance of a libel or slander or other

defamatory or disparaging material, or publication or utterance in violation or an individual's right or privacy; except that contained in any advertisement, publicity article, broadcast or telecast and arising out of any Insured's advertising activities;

3. Discrimination, except where prohibited by law or related to any employment practices of the Insured.

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

I. POLICY PERIOD: this policy applies to bodily injuries, property damage, personal injuries, advertising liability, medical expenses, fire damage, legal action as a result of occurrence taking place at or after the effective date specified in the declarations page, but prior to the expiration date.

J. PROPERTY DAMAGE: means:

1. Injury to or destruction of tangible property including loss of use thereof or resulting therefrom; or

2. Loss of the 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.

K. OCCURRENCE: The term "Occurrence" shall mean an accident or happening or event or a continuous or repeated exposure to conditions which unexpectedly or unintentionally results in bodily injury, property damage or personal injury, or advertising liability, medical expense and fire legal liability during the policy period.

L. MEDICAL EXPENSES:

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

(1) On premises you own or rent;

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

(3) Because of your operations;

provided that:

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

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

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

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

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

(2) Necessary medical, surgical, X-Ray and dental services, including prosthetic devices, and

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

We will not pay for expenses for "bodily injury":

a. To any insured.

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

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

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

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

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

g. Excluded under Coverage A.

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

PART VII - CONDITIONS

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

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the premium period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations, the audit period 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.

B. 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 and undertaking, on behalf of or for the benefit of the Named Insured or others, to determined or warrant that such property 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.

C. NOTICE OF OCCURRENCE: Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which in the event that the Insured should be liable, are likely to involve this policy, notice shall be sent to the Company as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to give rise to claims hereunder, shall not prejudice such claims.

If claims are 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.

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 trails 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 the accident.

D. ACTION AGAINST THE COMPANY: No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this 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 impeded 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.

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

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

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 such insurer contributes an equal share until the shares of each Insured 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 reining 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 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 all valid and collectible insurance against such loss.

3. With respect to losses to which this policy applies by reason of Part I - Coverage Item (B), the insurance afforded by this policy does not apply to that portion of the loss for which the Insured has other valid and collectible insurance, whether on a primary, excess or contingent basis.

The insurance afforded by this policy shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the Insured, such as but not limited to fire and extended coverage, builders' risk coverage or installation risk coverage.

F. SUBROGATION: In the event of any payment under this policy, the company shall be subrogated to all the Insured's rights to 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.

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

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

I. CANCELLATION/NON-RENEWAL: This policy may be cancelled by the Named Insured by surrender thereof to the Company or its representatives or by mailing to the Company or its representatives written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company or its representatives by sending them by registered mail, notice of the Named Insured stating when, not less than ninety (90) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or its representatives to the Named Insured at the address shown in this policy shall be sufficient proof of notice, and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or its respective representations shall be equivalent to mailing.

It is agreed that irrespective of any other items or conditions contained in the policy or endorsements attached thereto, this policy may be cancelled by the Company or its representatives for non-payment of any unpaid portion of the premium by delivering to the Named Insured or by sending to the Named Insured by registered mail, at the Named Insured's address as shown herein, not less than ten (10) days' written notice stating when the cancellation shall be effective.

If this policy shall be cancelled by the Named Insured, the Company shall retain the customary short rate portion of the premium for the period this policy had been in force. If this policy shall be cancelled by the Company, the Company shall retain the pro rata portion of the premium for the period this policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium with such notice.

In the event of cancellation, thirty days notice of cancellation will be given to Certificate Holders where required by contract.

J. DECLARATIONS: By acceptance of this policy, the Named Insured agrees that the statements in the application and the declarations, and in any subsequent notice relating to underlying insurance are its agreements and representations that this policy is issued and continued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Named Insured and the Company or any of its agents relating to this insurance.

Robert E. [signature]

Authorized Representative

a: endt340.p5a ms:

AMENDATORY ENDORSEMENT - POLICY CONDITIONS

Named Insured				Endorsement Number
Hanson Industries				12
Policy Symbol	Policy Number	Policy Period		Effective Date of Endorsement
CGO	G1 423000-2	10/01/95 to	10/01/96	10/01/95
Issued By (Name of Insurance Company)				
Indemnity Insurance Company of North America				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies insurance provided under the following:

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

1. It is understood and agreed that CG 00011093 SECTION IV - Conditions, Paragraph 4. Other Insurance, is amended as follows: This insurance shall apply as primary insurance and shall not contribute with other insurance where required by contract.

2. It is hereby understood and agreed that the following is added to IL 00171185 A. Cancellation.

   c. In the event of cancellation, thirty days notice of cancellation will be given to Certificate Holders where required by contract.

Robert E. Lorer Jr.
Authorized Agent

CC-1E15 Ptd. in U.S.A. (6/86)

GLD055808
0049-GLD-000055808

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Grove UK and its insurance Carriers as respects to Products sold by Grove North America.

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

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

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

AMENDATORY ENDORSEMENT - POLLUTION EXCLUSION

Named Insured				Endorsement Number
Hanson Industries				14 (Page 1 of 2)
Policy Symbol	Policy Number	Policy Period		Effective Date of Endorsement
CGO	G1 423000-2	10/01/95 to 10/01/96		10/01/95
Issued By (Name of Insurance Company)				
Indemnity Insurance Company of North America				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement replaces any pollution exclusion and amends all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Exclusion f, of Section I, COVERAGE A in the policy is deleted and replaced by the following exclusion. In addition, this exclusion applies to all coverages under the policy and amends the policy to add the following exclusion:

This policy does not apply to any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused.

Pollution includes the actual alleged or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful, or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including underground water.

We shall have no duty to defend any suit arising out of or in any way related to pollution excluded by this endorsement.

This exclusion does not apply to "bodily injury" or "property damage" which is:

a. neither expected nor intended from the standpoint of the insured; and

b. caused by a release of smoke from a fire which is ignited by the insured, its agents, contractors, sub-contractors, licensees, or employees as part of the insured's Hanson Natural Resources Company operations; and

c. known by the insured within 7 days of such release and is reported to us within 40 days of such release.

Notwithstanding anything to the contrary in the foregoing paragraph and regardless of the cause of the pollution, this policy does not apply to:

1. loss of, damage to, or loss of use of property directly or indirectly resulting from subsurface operations of the insured, and/or removal of, loss or damage to subsurface oil, gas, or any other substance;

Robert E. Lorer Jr.

Authorized Agent

AMENDATORY ENDORSEMENT - POLLUTION EXCLUSION

Named Insured				Endorsement Number
Hanson Industries				14 (Page 2 of 2)
Policy Symbol	Policy Number	Policy Period		Effective Date of Endorsement
CGO	G1 423000-2	10/01/95 to 10/01/96		10/01/95
Issued By (Name of Insurance Company)				
Indemnity Insurance Company of North America				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement replaces any pollution exclusion and amends all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

2. any injury, damage, expense, cost, loss liability or legal obligation arising out of or in any way related to actual or alleged pollution or contamination at or from a waste site, meaning the part of any premises, site or location which is or was at any time used by the insured or others for the storage, disposal, processing, or treatment of waste of any kind. It includes but is not limited to any landfill, pit or dumping ground; treatment, storage or disposal facility, whether permitted or not; lagoon or pond; drum storage or disposal area; disposal pipe outfall; injection well, or any other repository of waste of any kind. Waste means any substance that:

   a. is left over, or no longer in use, or discarded;

   b. is to be reclaimed or recycled; or

   c. has been removed, treated, stored, or disposed of as part of any environmental remediation effort.

Robert E. Lozer Jr.

Authorized Agent

EXCLUSION - LEAD

Named Insured			Endorsement Number
Hanson Industries			15
Policy Symbol: CGO	Policy Number: G1 423000-2	Policy Period: 10/01/95 - 10/01/96	Effective Date of Endorsement: 10/01/95
Issued By (Name of Insurance Company): Indemnity Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY FORM
FARM COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK

THE COMBINE POLICY - SECTION II
COMMERCIAL FARM POLICY - SECTION II
FARMERS PACKAGE POLICY - SECTION II

This insurance does not apply to, and we shall have no duty of any kind with respect to, any injury, damage, expense, cost, loss, liability or legal obligation arising out of or allegedly arising out of or in any way related to the toxic properties of lead or lead-containing products, materials or substances.

This exclusion applies to all forms of lead, including but not limited to solid, liquid, vapor and fumes.

This exclusion applies, but is not limited, to any injury, damage, expense, cost, loss, liability or legal obligation to test for, monitor, abate, remove, or take any other remedial action with respect to lead or lead-containing products, materials or substances.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for lead-related injury, damage, expense, cost, loss, liability or legal obligation.

Robert E. Lorer Jr.

Authorized Agent

EXCLUSION — ASBESTOS

Named Insured			Endorsement Number
Hanson Industries			16
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
CGO	G1 423000-2	10/01/95 to 10/01/96	10/01/95
Issued By (Name of Insurance Company)			
Indemnity Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
FARM COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY — NEW YORK

This insurance does not apply to any loss, demand, claim or "suit" arising out of or related in any way to asbestos or asbestos-containing materials.

Robert E. Loren Jr.

Authorized Agent

MEDICAL PROFESSIONAL LIABILITY - COVERED PHYSICIANS

Named Insured			Endorsement Number
Hanson Industries			17
Policy Symbol: CGO	Policy Number: G1 423000-2	Policy Period: 10/01/95 to 10/01/96	Effective Date of Endorsement: 10/01/95
Issued By (Name of Insurance Company): Indemnity Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies insurance provided under the following:

Claims Made Physicians Professional Liability Coverage Form

In consideration of the premium already charged, it is understood and agreed that the following physicians are covered by the "Physicians Professional Liability Coverage Form" (see endorsement No. 18) for the limits of liability shown below. It is further agreed that this coverage is provided to satisfy the insurance requirements set forth by the Pennsylvania Medical Professional Catastrophe Loss Fund in accordance with the Health Care Service Malpractice Act (1301.102) of the State of Pennsylvania.

Malpractice Limits of Liability per Physician

Policy Period	Per Occurrence	Annual Aggregate
10/1/95 - 10/1/96	$200,000	$600,000

Covered Physicians	PA. License Number
1. Dr. Chris Carmine William Kunis	MD - 038223-E

Robert E. Lorer Jr.

Authorized Agent

CC-1E15 Ptd. in U.S.A. (6/86)

GLD055814

0049-GLD-000055814

CLAIMS MADE PHYSICIANS PROFESSIONAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

We agree with you:

I. COVERAGE AGREEMENTS

We will pay you on your behalf all sums which you shall become legally obligated to pay as a result of Claims First Made against you during the policy period because of:

COVERAGE A - INDIVIDUAL PROFESSIONAL LIABILITY

Injury caused by a medical incident occurring subsequent to the retroactive date of 10/1/94 and prior to the end of the policy period, in the practice of medicine, or by any person for whose acts or omission you are legally responsible (except as a member of a partnership) including service by you as a member of a formal accreditation or similar professional board or committee:

COVERAGE B - PARTNERSHIP LIABILITY

Injury caused by a medical incident occurring subsequent to the retroactive date of 10/1/94 and prior to the end of the policy period, in the practice of medicine by any person for whose acts or omission the partnership named insured is legally responsible.

COVERAGE C - CORPORATE LIABILITY

Injury caused by a medical incident occurring subsequent to the retroactive date of 10/1/94 and prior to the end of the policy period, in the practice of medicine by any person for whose acts or omission the corporate named insured is legally responsible.

We shall have the right and duty to defend any suit against the named insured seeking such damages, even if any of allegations of the suit are groundless, false or fraudulent, and may make such investigation, with the written consent of the named insured, such settlement of any claim or suit as it deems expedient but we shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of our liability has been exhausted by payment of judgments or settlements. No claim or suit shall be settled or compromised by us except with the written consent of the named insured, however, consent shall not be unreasonably withheld.

II. EXCLUSIONS

This insurance does not apply:

(a) to liability of the named insured as a proprietor, superintendent, executive officer, director or trustee of any hospital, sanitarium, clinic, laboratory, business enterprise or any not-for-profit or organization unrelated to the private practice of medicine, and not named as a covered Physician on endorsement number 17 of this policy:

(b) to liability of others assumed by the named insured under any contract or agreement;

(c) to liability of the named insured arising out of the performance of a criminal act; but this exclusion does not apply with respect to defense or suits unless the named insured is convicted in a criminal prosecution based on such act;

(d) to any claim arising out of bodily injury to any employee of the named insured in the course of employment by the named insured;

(e) to any obligation for which the named insured or any carrier acting as insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

(f) as respects Coverage A, individual Professional Liability, to any claim arising out of the rendering of or failure to render professional services by any other person, professional association, corporation or partnership for whose acts or omissions the named insured may be held liable as a member, partner, officer, director or shareholder of such other professional association corporation or partnership;

(g) to scientific, experimental research by the named insured which is not related to the private practice of Medicine.

(h) to any claim which may arise from a medical incident which occurred prior to the retroactive date stated in the Declarations.

(i) to any claim the named insured was aware of prior to the policy period and subsequent to the retroactive date stated in the Declarations and to any claim which may arise from a medical incident, if the named insured could have reasonably known the claim could develop from that medical incident prior to the policy period and subsequent to the retroactive date stated in the Declarations.

(j) to any claim arising from a medical incident which occurred prior to the policy period and was reported to any other insurance carrier.

(k) to any claim arising in whole or in part, out of a medical incident which occurred prior to the policy period and subsequent to the retroactive date stated in the Declarations if the named insured did not have any valid and collectible professional liability insurance with respect to such claim.

III. PERSONS INSURED

(a) Each of the following is a named insured to the extent set forth below.

(1) under individual Professional Liability, the individual(s) described in endorsement number 17 of this policy.

(2) under Partnership Professional Liability, any entities described in this endorsement and any member or partner thereof with respect to acts or omissions of others, provided that no member or partner shall be an insured under this endorsement with respect to acts or omissions in the furnishing of professional services by himself/herself or any person acting under his/her personal direction, control or supervision.

(3) under Corporate Professional Liability, the entity in this endorsement and any member or stockholder thereof with respect to acts or omissions of others, provided that no member or stockholder shall be an insurer with respect to acts or omissions in the furnishing of professional services by himself/herself or any person acting under his/her personal direction, control or supervision.

(4) as respects the liability of each named insured covered herein, the heirs, executors, administrators, assigns and legal representatives of each named insured in the event of death, incapacity or bankruptcy of such name insured.

(b) Each of the following is an insured to the extent set forth below:

any person for whose acts or omissions such named insured is legally responsible as provided in this policy.

IV DISCOVERY CLAUSE

If during the policy period or any extended reporting period provided hereunder the named insured first becomes aware of a medical incident to which the insurance applies, and if the named insured shall during the policy period or any extended reporting period provided hereunder give written notice to us of:

(a) the specific act or omission and

(b) the injury or damage which the named insured first became aware of such act or omission.

(c) the circumstances by which the named insured first became aware of such act or omission.

then any claim subsequently made against the named insured arising out of such medical incident shall be deemed for the purposes of this insurance to have been made during the policy period or any extended reporting period provided hereunder.

The limits of liability applicable at the time when a medical incident is reported shall apply.

All claims arising out of the same medical incident shall be considered as having been made at the time the first claim is made.

V. OPTION TO EXTENDED THE CLAIMS REPORTING PERIOD

(a) In the event of the termination of this insurance by reason of non-renewal or cancellation by the named insured, or we shall cancel or refuse to renew this insurance for reasons other than the named insured's non-payment of premium non-compliance with the terms and conditions of this policy, the named insured shall have the right upon payment of an additional premium (to be computed in accordance with our rules, rates, rating plans and premiums applicable to the effective date of non-renewal or cancellation) to extend the claims reporting period to apply to claims first made against the named insured during the term of the extended reporting period endorsement or during the term of a successive extended reporting period endorsement following immediately upon the effective date of non-renewal or cancellation, provided such claims arise out of a medical incident which occurs subsequent to the retroactive date stated in the Declarations and prior to the date of non-renewal or cancellation, and otherwise subject to the terms and conditions of this policy. This period shall hereafter be referred to a s the extended reporting period and will be described on the extended reporting period endorsement, however, if this policy is immediately succeeded by similar claims made insurance coverage on which the retroactive date is the same as or earlier than, that shown in the Coverage Agreements section of this policy, the succeeding insurance shall be deemed to be a replacement, and in consequence the named insured shall not have any right to purchase an extended reporting period.

The quotation of a different premium and /or renewal does not constitute a refusal to renew for the purpose of this premium.

The extended reporting period shall not be available if the named insured's license or right to practice as a physician is revoked, suspended or surrendered.

The extended reporting period shall not be available if the named insured's license or right to practice as a physician is revoked, suspended or surrendered.

As a condition prior to the named insured's right to purchase the extended reporting period, the full annual premium of this policy must have been paid.

The named insured's right to purchase the extended reporting period must be exercised by notice in writing not later than thirty days (30) including the non-renewal or cancellation date of this policy, and must include payment of premium for the extended reporting period as well as payment of all premiums due us. If such notice is not so given to us, the named insured shall not at a later date be able to exercise such right.

At the commencement of any extended reporting period the entire premium shall be deemed earned, and in the event the named insured terminates the extended reporting period before its expiration date, we shall not be able to return to the named insured any portion of the premium for the extended reporting period.

The fact that this insurance may be extended by virtue of the extended unlimited reporting period shall not in any way increase limits of liability as set forth in endorsement number 17 of this policy.

(b) In the event of the termination of this insurance by reason of non-renewal or cancellation due to the death of the named insured, the heirs, executors, administrators, assigns or legal representatives of the named insured shall have no additional premium charge on extended reporting period to apply to claims first made against the estate of the named insured following immediately upon the effective date of such non-renewal or cancellation, provided such claims arise out of a medical incident which occurs subsequent to the retroactive date stated in the Coverage Agreements section of this policy and prior to the date of non-renewal or cancellation and otherwise subject to the terms and conditions of this policy. This extended reporting period shall hereinafter be referred to as the extended unlimited reporting period.

As a condition present to effecting an extended unlimited reporting period, the full annual premium of this policy must have been paid.

The named insured's right to request the extended unlimited reporting period must be exercised by notice in writing not later than thirty (30) days following the non-renewal or cancellation of this policy, If such notice is not so given to us, the named insured shall not at a later date be able to exercise such right.

The fact that this policy is extended by virtue of the extended unlimited reporting .period shall not in any way increase the limit of liability so set forth in the Declarations.

(c) In the event of the termination of this insurance by reason of non-renewal or cancellation due to the permanent and total physical or mental disability of the named insured for a period not less than six (6) months, the named insured shall have the option of requesting at no additional premium charge an extended reporting period to apply to claims first made against the named insured following immediately upon the effective date of such non-renewal or cancellation, provided such claims arise out of a medical incident which occurs subsequent to the retroactive date stated in the Coverage Agreements section of this policy and prior to the date of non-renewal or cancellation, and otherwise subject to the terms and conditions of this policy.

This extended reporting period shall hereinafter be referred to as the extended unlimited reporting period.

As a condition present to the right to request an extended unlimited reporting period, the full annual premium of this policy must have been paid.

A named insured shall not be deemed permanently and totally disabled if able to perform any acts of the named insured's profession.

The named insured's right to request the extended unlimited reporting period must be exercised by notice in writing not later than thirty (30) days following the non-renewal or cancellation date of this policy, and such notice must be accompanied by the signed and dated certification of the named insured's treating physician(s) and/or institution(s), other than a named insured under this policy, that such disability is permanent and total and has existed for a period not less than six (6) months; if such notice is not so given to us, the named insured shall not at a later date be able to exercise such right.

The fact that this policy is extended by virtue of the extended reporting period shall not in any way increase the limits of liability as set forth in the Declarations.

(d) The event of the termination of this insurance by reason of non-renewal or cancellation upon the retirement of the named insured at or the age of sixty-five;

and such named insured has been continuously insured under this policy for a period not less than sixty (60) months, the named insured shall have the option of requesting at no additional premium charge an extended reporting period to apply to claims first made against the named insured following immediately upon the effective date of such non-renewal or cancellation, provided such claims arise out of a medical incident which occurs subsequent to the retroactive date stated in the Declarations and prior to the date of non-renewal or cancellation and otherwise subject to the terms and conditions of this policy. The extended reporting period shall hereinafter be referred to as the extended unlimited reported period.

As a condition present to the right to request an extended unlimited reporting period, the full annual premium of this policy must have been paid.

A named insured shall not be deemed retired if performing any acts of the named insured's profession.

The named insured's right to request the extended unlimited reporting period must be exercised by notice in writing no later than thirty (30) days following the non-renewal or cancellation of this policy. If such notice is not so given to us, the named insured shall not at a later date be able to exercise such right.

The fact that this policy is extended by virtue of the extended reporting period shall not in any way increase the limits of liability as set forth in the Declarations.

VI. LIMITS OF LIABILITY

Except with respect to a self-incorporated individual, the limits of liability afforded by this policy apply separately to each named insured against whom claim is made or suit is brought on account of injury to which this insurance applies caused by a medical incident, provide, however, if more than one individual is named in this insurance, the limits of liability and other terms of this insurance shall apply separately to each individual so named in the same manner as though each was the only named insured.

As respects a self-incorporated individual, the total limit of our liability for claims made or suits brought against the named insured on account of injury to which this insurance applies caused by a medical incident shall be the limit of liability stated in the Declarations.

Subject to the foregoing provisions, the liability of us for damages because of injury to which this insurance applies, sustained by any one person, shall not exceed the limit of liability stated in endorsement number 17 as applicable to each medical incident.

The limits of liability in effect when a claim is first made shall apply.

In addition, the limit of our liability for all damages shall not exceed the limit of liability stated in the Declarations as "aggregate".

VII. SUPPLEMENTARY PAYMENTS

We will pay in addition to the applicable limit of liability:

(a) all expenses incurred by us, all costs taxed against the named insured in any suit defended by us and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before we have paid or rendered or deposited in court that part of the judgment which does not exceed the limit of liability thereon:

(b) premiums on appeal bonds required in any such suit and 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, but we shall have no obligation to apply for or furnish any such bonds or furnish any collateral security which may be required for the issuance of any such bonds.

(c) Solely with respect to arbitration proceedings and trials involving claims which this insurance applies. We will pay such reasonable expenses, including loss of wages and salary, incurred by the named insured at our request because of the named insured's attendance at such hearings and trials as is requested by us, provided.

1. That the maximum reimbursement for such expenses shall not exceed $200 per day for each day during which the named insured is in attendance at an actual arbitration or trial. This limit of liability shall apply separately with respect to each named insured who attends such proceedings at our request.

2. Our maximum liability for such reimbursement shall not exceed $5,000 per named insured as respects any one claim.

VIII. DEFINITIONS

When used in the insurance:

(a) named insured means the person(s) or entity named in the Declarations to this insurance.

(b) Insured means any person for whose acts or omissions such named insured is legally responsible as provided in this policy.

(c) damages means a monetary judgment, award or settlement, provided always that damages does not include fines or statutory penalty whether imposed by law or otherwise, nor the return of or restitution of legal fees, costs and expenses arising therefrom.

(d) Claim means a demand received by the named insured for money or services, including the service of suit or receipt of notification of arbitration.

(e) injury means bodily injury, sickness or disease sustained by any person including death at any time resulting therefrom, and including loss of consortium.

(f) policy period means the period from the inception date of this policy to the expiration date as set forth in the Declarations or an earlier termination of this insurance, if any.

(g) extended reporting period means the time after the end of the policy period for reporting claims arising out of a medical incident occurring subsequent to the retroactive date and prior to the end of the policy period and otherwise covered by this policy.

(h) medical incident means any act or omission (1) in the providing of professional medical services by the named insured, an employee of the named insured, or any person acting under the personal direction, control or supervision of the named insured, or (2) in the service by the named insured as a member of a formal accreditation, standards review or similar professional board or committee. All liability arising out of a single meeting shall be considered one medical incident. Any such act or omission together with all related acts or omissions in the providing of such services to any one person shall be deemed to be one medical incident.

CONDITIONS

I. NOTICE OF CLAIM

As a condition precedent to the right to the protection afforded by this policy the named insured shall, as soon as practicable, give us notice of any claim made against the named insured.

In the event suit is brought against the named insured, the named insured shall immediately forward to us every demand, notice, summons or other process received directly or by the named insured's representatives.

II. ASSISTANCE AND COOPERATION OF THE NAMED INSURED AND/OR ANY INSURED

The named insured and/or any insured shall cooperate with us and upon our request, shall submit to examination and interrogation by a representative of us, under oath if required, and shall attend hearings, depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, as well as in the giving of a written statement or statements to our representatives and meeting with such representatives for the purpose of investigation and/or defense, all without charge to us. The named insured and/or any insured shall further cooperate with us and do whatever is necessary to secure and effect any such rights to indemnity, contribution or apportionment which named insured may have. The named insured shall exercise the named insured's right to either reject or demand the arbitration of any claim made against the named insured in accordance with the written instructions of us. The named insured shall not, except at the named insured's own cost, make any payment, limit any liability, settle any claims, assume any obligation or incur any expense without our written consent.

III. ACTION AGAINST US

No action shall lie against us unless as a condition precedent thereto, there shall have been full compliance by the named insured with all of the terms at this insurance, nor until the amount of the named insured to pay shall have been finally determined either by judgment against the named insured after actual trial or by written agreement of the named insured, the claimant and us.

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 up to the limits of liability of the insurance afforded by this policy. No person or organization shall have any right under this policy to join us as a party to any action against the named insured to determine the named insured's liability nor shall we be impleaded by the named insured or the named insured's legal representative. Bankruptcy or insolvency of the named insured or of the named insured's estate shall not relieve us of any of our obligations hereunder.

IV. OTHER INSURANCE

If the named insured has other insurance against a loss covered by this insurance, we shall not be liable under this insurance for a greater proportion of such loss than the applicable limit of liability stated in the Declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

V. SUBROGATION

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

VI. LAW AND REGULATIONS

Any provision of this insurance in conflict with any law or lawful regulation of any governmental entity of the state in which it is issued or of the state in which a loss covered hereunder occurs, shall be deemed to be deleted from this policy to the extent of such conflict, any agreement or condition required by such law or regulation to be included in this insurance shall be deemed to be part of this insurance.

VII. ASSIGNMENT

The interest hereunder of any named insured is not assignable. If the named insured shall die or be adjudged incompetent, this insurance shall thereupon terminate, but shall cover the named insured's legal representatives as the named insured with respect to liability previously and covered by this insurance.

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AMENDATORY ENDORSEMENT - LOGGING AND LUMBERING OPERATIONS

Named Insured				Endorsement Number
Hanson Industries				19 (Page 1 of 2)
Policy Symbol	Policy Number	Policy Period		Effective Date of Endorsement
CGO	G1 423000-2	10/01/95 to	10/01/96	10/01/95
Issued By (Name of Insurance Company)				
Indemnity Insurance Company of North America				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies insurance provided under the following:

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

1. Fire Suppression Expense - Meaning, fire suppression expenses incurred by others for which the named insured is legally obligated, solely by reason of such expenses having been incurred as a direct consequence of fire resulting from and immediately attributable to an occurrence arising out of logging or lumbering operations of the named insured.

2. Property Damage to Timberland or Timber not owned by any Named Insured - Meaning, property damage to timberland and standing, felled or bucked timber at premises rented or controlled by the named insured, if such timberland or timber is not owned by any insured and except while such timber is being transported.

3. Property Damage to Automobiles and Railroad Cars not owned by the Named Insured - Meaning, property damage to automobiles and railroad cars not owned by the Named Insured which occurs while such vehicles are being loaded or unloaded by or on behalf of the Named Insured and arises out of such loading and unloading.

The insurance provided for fire suppression expense and for damage to timberland or timber not owned by any Named Insured shall not apply to damages because of fire or fire suppression if the fire arose out of the following operations conducted by or at the direction of the Insured:

(A) The burning of slash at times or under conditions prohibited or not approved by proper State or Federal authorities, or

(B) The felling or bucking of timber, the operation of logging equipment (including railroad equipment) or the loading or unloading of logs at a time during which suspension of such operating had been directed by the proper State or Federal authorities.

The insurance afforded by this endorsement is subject to a $250.00 property damage deductible per occurrence.

Robert E. Rorer Jr.
Authorized Agent

AMENDATORY ENDORSEMENT - LOGGING AND LUMBERING OPERATIONS

Named Insured				Endorsement Number
Hanson Industries				19 (Page 2 of 2)
Policy Symbol	Policy Number	Policy Period		Effective Date of Endorsement
CGO	G1 423000-2	10/01/95 to 10/01/96		10/01/95
Issued By (Name of Insurance Company)				
Indemnity Insurance Company of North America				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART - CONTINUED

Definition: Logging and Lumbering operations means all operations associated with the felling of timber and production of lumber, including road building operations, the operating of saw or planing mills, operations incidental to any of these, and the ownership, maintenance or use of vehicles in connection with such operations, if such operations are conducted by or for the Named Insured.

"Extension of Coverage - Under State of Oregon ORS Chapter 477"

It is further agreed that the Company agrees to pay (subject to the deductible provision and limits of insurance Section III) firefighting expense(s) incurred by others for which the Named Insured shall be held legally obligated solely by reason of such expense(s) having been incurred as a direct consequence of fire resulting from and immediately attributable to an occurrence arising within the logging and lumbering and/or sawmill operations of the Named Insured in accordance with the State of Oregon ORS Chapter 477.

Robert E. Loser Jr.

Authorized Agent

NON ACCUMULATION OF LIMITS OF INSURANCE ENDORSEMENT

Named Insured			Endorsement Number
Hanson Industries			20
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CGO	G1 423000-2	10/01/95 to 10/01/96	10/01/95
Issued By (Name of Insurance Company)			
Indemnity Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

We agree with you that as the Company has issued Commercial General Liability Policies in the United States, Canada, and Guam and Saipan as listed in this endorsement, the most we will pay for the sum for all damages payable under all policies is as follows: (U.S. $)

Coverage Form:	Limits of Insurance
COMMERCIAL GENERAL LIABILITY	
General Aggregate Limit (other than Products/Completed Operations)	Not applicable
Each Occurrence (other than Products/Completed Operations)	$ 3,000,000
Products/Completed Operations Aggregate Limit	$ 15,000,000
Personal & Advertising Injury Limit	$ 3,000,000
Each Occurrence (Products/Completed Operations)	$ 5,000,000
Fire Damage Limit (any one fire)	$ 250,000
Medical Expense Limit (any one person)	$ 5,000
Each Occurrence (Errors and Omissions Limit)	$ 3,000,000
Errors and Omissions Aggregate Limit	$ 3,000,000
LIQUOR LIABILITY	
Each Occurrence Limit	$ 3,000,000
Aggregate Limit	$ 3,000,000

These limits are subject to all terms and conditions of all the following policies:

SCHEDULE

Policy Number	Insurance Company
GGL 033420	CIGNA Insurance Company of Canada
705-00141	Insurance Company of North America

This endorsement is subject to all other terms and conditions of this policy.

Robert E. Lorer Jr.

Authorized Agent

CC-1E15 Ptd. in U.S.A. (6/86)

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0049-GLD-000055828

AMENDATORY ENDORSEMENT - WORLDWIDE PRODUCTS POLICY TERRITORY

Named Insured			Endorsement Number
Hanson Industries			21
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CGO	G1 423000-2	10/01/95 to 10/01/96	10/01/95
Issued By (Name of Insurance Company)			
Indemnity Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies insurance provided under the following:

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

DEFINITION 4.c. "Coverage territory" of SECTION V is replaced by the following:

4.c. With respect to the products hazard, anywhere in the world, except with respect to loss arising out of foreign-based operations of the Named Insured. As used herein, "Foreign-Based Operations" means:

1. Construction, fabrication, erection or installation operations outside the United States of America, its territories or possessions, or

2. Manufacturing, selling or distributing goods or products at or from locations outside the United States of America, its territories or possessions, but "Foreign-Based Operations" do not include the distribution or sale of goods or products manufactured in the United States of America, its territories or possessions.

Furthermore, the following is added to Supplementary Payments - Coverages A and B:

F. The Company shall have the right but not the duty to investigate, settle or defend any claim made or suit brought against the Insured outside the United States of America, its territories or possessions, or Canada. If the Company elects not to investigate, settle or defend any such claim or suit, the Insured, under the supervision of the Company, shall effect such settlement thereof as the Company and the Insured deem expedient. The Company shall then reimburse the Insured for the reasonable costs of such investigation and defense, within the applicable limits of the Company's liability, for the amount of any settlement so authorized.

Robert E. Lorer Jr.

Authorized Agent

INTERIM PREMIUM PAYMENT ENDORSEMENT

Named Insured			Endorsement Number
Hanson Industries			22
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CGO	GI 423000-2	10/01/95 - 10/01/96	10/01/95
Issued By (Name of Insurance Company)			
Indemnity Insurance Company of North America			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

It is hereby agreed that the estimated annual premium for the policy is payable as follows:

Deposit Premium	$ 2,000,000.		10/01/95
Interim Premiums	$ 2,000,000.	Date Payable	11/01/95
	2,000,000.		12/01/95
	2,000,000.		01/01/96
	2,000,000.		02/01/96
	2,000,000.		03/01/96
	2,000,000.		04/01/96
	2,000,000.		05/01/96
	2,000,000.		06/01/96
	2,000,000.		07/01/96
	2,000,000.		08/01/96
	7,601,500.		09/01/96

Total Estimated Premium $ 29,601,500.

It is further agreed that the deposit premium shall be paid upon delivery of the policy and the interim premiums on the indicated dates. Upon expiration of the policy the earned premium shall be computed in accordance with the basis of premium as specified in the policy and the deposit premium and interim premiums shall be credited thereto. If the earned premium exceeds the deposit premium plus the interim premiums, the insured shall immediately pay to the company the additional earned premium; if it be less, the company shall return the difference to the insured but shall, in any event, retain the minimum premium stated in the declarations.

Robert E. Lorer Jr.

Authorized Agent

LC-578d 1/73 Ptd. in U.S.A.

INSURED COPY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion c. of COVERAGE A (Section I) is replaced by the following:

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

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

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

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

This exclusion applies only if you:

(1) Manufacture, sell or distribute alcoholic beverages;

(2) Serve or furnish alcoholic beverages for a charge whether or not such activity:

(a) Requires a license;

(b) Is for the purpose of financial gain or livelihood; or

(3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

Endt. #24

POLICY NUMBER: CGO GI 423000-2

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization (Vendor): Any person or Organization designated in writing as a Vendor.

Your Products:

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

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

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

POLICY NUMBER: CGO GI 423000-2

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Any Owner, Lessee or Contractor for whom Hanson Industries is obligated to provide insurance such as is afforded by the Terms of this Policy.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

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

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

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

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

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

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

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

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

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 1.a. of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is replaced by the following:

1. **Insuring Agreement**

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

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

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

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

B. Paragraph 2.b. of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is replaced by the following:

2. **Exclusions**

   This insurance does not apply to:

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

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

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

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

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

C. Paragraph **1.a.** of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section I - Coverages) is replaced by the following:

1. Insuring Agreement

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

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

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

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

D. The first sentence of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is replaced by the following:

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

E. Paragraph **2.c.(3)** of the DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT Condition (Section **IV** - Commercial General Liability Conditions) is replaced by the following:

2. Duties in the Event of Occurrence, Offense, Claim or Suit

c. You and any other involved insured must:

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

F. Paragraph **2.d.** of the DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT Condition (Section **IV** - Commercial General Liability Conditions) is replaced by the following:

2. Duties in the Event of Occurrence, Offense, Claim or Suit

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

G. The second paragraph of paragraph **4.b.** of the OTHER INSURANCE Condition (Section IV - Commercial General Liability Conditions) is replaced by the following:

4. Other Insurance

b. Excess Insurance

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

H. The definition of "suit" in DEFINITIONS is replaced by the following:

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM (OCCURRENCE VERSION)

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
(OCCURRENCE VERSION)

A. Paragraph **1.a.** of BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section **I** - Coverages) is replaced by the following:

1. Insuring Agreement

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

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

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

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

B. Paragraph **2.b.** of BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section **I** - Coverages) is replaced by the following:

2. Exclusions

This insurance does not apply to:

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

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

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

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

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

C. The first sentence of SUPPLEMENTARY PAYMENTS is replaced by the following:

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

D. Paragraph **2.c.(3)** of the DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT Condition (Section **IV** - Products/Completed Operations Liability Conditions) is replaced by the following:

2. Duties in the Event of Occurrence, Claim or Suit

c. You and any other involved insured must:

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

E. Paragraph **2.d.** of the DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT Condition (Section **IV** - Products/Completed Operations Liability Conditions) is replaced by the following:

2. Duties in the Event of Occurrence, Claim or Suit

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

F. The definition of "suit" in DEFINITIONS (Section V) is replaced by the following:

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

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

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