PLAINTIFF'S
EXHIBIT
DUP-2394

ARY LIABILITY-DU PONT & CONTRACTORS (KEMPER) (1YM 579 000) 10/1/81-10/1/82

LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY
FEDERAL KEMPER INSURANCE COMPANY

KEMPER GROUP

1YM 574000
ORIGINAL
10/1/81–10/1/82

COMBINATION AUTOMOBILE—GENERAL LIABILITY POLICY

Non-assessable

Comprehensive General Liability (CPPC)

LUMBERMENS MUTUAL CASUALTY COMPANY
A mutual insurance company, herein called the Company
Home Office:
Long Grove, IL 60049

AMERICAN MOTORISTS INSURANCE COMPANY
A stock insurance company, herein called the Company
Home Office:
Long Grove, IL 60049

AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY
A mutual insurance company, herein called the Company
Home Office:
Long Grove, IL 60049

FEDERAL KEMPER INSURANCE COMPANY
A stock insurance company, herein called the Company
Home Office:
2001 East Mound Road, Decatur, IL 62526

The company providing the insurance afforded by this policy is designated on the Declarations Page. If such company is a mutual company, the insured is hereby notified that by virtue of this policy he is a member of the company so designated and is entitled to vote either in person or by proxy at any and all meetings of the company.

DUP 1075432

The annual meeting of the Lumbermens Mutual Casualty Company is held at its home office in Long Grove, IL, on the third Tuesday in May of each year at eleven o'clock A.M.

The annual meeting of the American Manufacturers Mutual Insurance Company is held at its home office in Long Grove, IL, on the third Tuesday in May of each year at nine o'clock A.M.

GENERAL INSURING AGREEMENT

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

1. This policy is composed of this jacket, the declarations page with the applicable Coverage Parts, and any supplementary declarations or schedule pages and endorsements made a part hereof;
2. The provisions of one Coverage Part do not apply to the insurance afforded under any other Coverage Part.

SUPPLEMENTARY PAYMENTS

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

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

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

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

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

DEFINITIONS

When used in this policy:

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

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

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

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

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

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

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

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

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

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

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

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

"incidental contract" means any written

(1) lease of premises,

(2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad,

(3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality,

(4) sidetrack agreement, or

(5) elevator maintenance agreement;

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

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled,

(1) not subject to motor vehicle registration, or

(2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or

(3) designed for use principally off public roads, or

(4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

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

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

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

"policy territory" means:

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

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

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

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

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

CONDITIONS

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

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

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

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

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

(Conditions are continued on Jacket Page 3)

DUP 1075433

☐ LUMBERMENS MUTUAL CASUALTY COMPANY
☒ AMERICAN MOTORISTS INSURANCE COMPANY
☐ AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY
☐ FEDERAL KEMPER INSURANCE COMPANY

Kemper Insurance Companies

DECLARATIONS — COMBINATION AUTOMOBILE – GENERAL LIABILITY POLICY NUMBER 1YM 579 000

1. NAMED INSURED
THE CPPC CONTRACTORS OF E.I. DU PONT AND ANY OTHER CONTRACTOR DESIGNATED BY E.I.DU PONT

ADDRESS
DU PONT BUILDING WILMINGTON, DELAWARE

2. ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ CORPORATION ☐ JOINT VENTURE ☐ OTHER

BUSINESS OF THE NAMED INSURED

3. POLICY PERIOD
FROM: 10-1-81 TO: 10-1-82 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

4. The insurance afforded is only with respect to such of the following Coverage Parts as are indicated by entry of specific advance premium applicable thereto.

ADVANCE PREMIUM	COVERAGE PART	FORM NUMBER
	1. Comprehensive Automobile Liability Insurance	
	2. Garage Insurance	
	3. Automobile Medical Payments Insurance	
	4. Protection Against Uninsured Motorists Insurance	
	5. Automobile Physical Damage Insurance	
150,110.00	7. Comprehensive General Liability Insurance	
	8. Owners, Landlords and Tenants Liability Insurance	
	9. Manufacturers and Contractors Liability Insurance	
	13. Premises Medical Payments Insurance	
INCLUDED	14. Personal Injury Liability Insurance	
INCLUDED	11. CONTRACTUAL LIABILITY INSURANCE (DESIGNATED CONTRACTS ONLY)	
	Special Charge for endorsement	
150,110.00	TOTAL ADVANCE PREMIUM ☐ ANNUAL ☐ THREE YEAR	

DURING THE PAST THREE YEARS NO INSURER HAS CANCELLED ANY INSURANCE ISSUED TO THE NAMED INSURED, SIMILAR TO THAT AFFORDED HEREUNDER, UNLESS OTHERWISE STATED HEREIN.

COUNTERSIGNED AT	COUNTERSIGNATURE DATE	COUNTERSIGNATURE OF LICENSED RESIDENT AGENT
PHILADELPHIA, PA.	11-24-81	E.A. Oehler

CK 802-1 25M 6-79 PRINTED IN U.S.A.

DUP 1075434

COVERAGE PART 7

KEMPER GROUP

DECLARATIONS—Applicable to Coverage Part 7 only

The insurance afforded under Coverage Part 7 is only with respect to such of the following Coverages as are indicated by entry of specific advance premium in the Schedule. The limit of the Company's liability against each Coverage shall be as stated herein, subject to all the terms of the policy having reference thereto.

LIMITS OF LIABILITY		
	Coverage A—Bodily Injury Liability: $ SEE CSL ENDT. each occurrence; $	aggregate.
	Coverage B—Property Damage Liability: $ ATTACHED each occurrence; $	aggregate.

Location Designation	Location of all premises owned by, rented to or controlled by the named insured (Enter "Same" if same location as address shown in Declaration 1) Number—Street—City—State	Interest of named insured in such premises (Owner, Lessee, Tenant, Etc.)	Part occupied by named insured
	THE CPPC CONTRACTORS OF E.I. DU PONT		
	AND ANY OTHER CONTRACTOR DESIGNATED BY		
	E.I. DU PONT		

SCHEDULE – GENERAL LIABILITY HAZARDS

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

Premium
☐ Annual
☐ Three Year

Location Designation	Description of Hazards (Any rating classification shown hereunder does not modify the exclusions or other terms of this policy)			Premium Bases	Rates		Advance Premiums	
					Cov. A	Cov. B	Cov. A—Bodily Injury Liability	Cov. B—Property Damage Liability
	Section 1 - PREMISES – OPERATIONS		Code	(a) Area (b) Payroll (c)	(a) Per 100 Sq. Ft. (b) Per $100 (c)			
	CODE	TYPE						
	42-20050	PLAN	B	79,005,488.	.0935	.0623	73,870.	49,220.
	EXCESS			79,005,488.	.0148	.0099	11,693.	7,822.
	Minimum Premiums: Cov. A-$ Cov. B-$							

Policy Number: 1YM 579 000

COVERAGE PART 7

SCHEDULE – GENERAL LIABILITY HAZARDS (Continued)

Location Designation	Description of Hazards (Any rating classification shown hereunder does not modify the exclusions or other terms of this policy)		Premium Bases	Rates Cov. A	Rates Cov. B	Advance Premiums Cov. A – Bodily Injury Liability	Advance Premiums Cov. B – Property Damage Liability
	Section 2 - INDEPENDENT CONTRACTORS	Code	Cost	Per $100			
	INCLUDED IN COMPOSITE RATE						
	Minimum Premiums: Cov. A-$ Cov. B-$						
	Section 3 - COMPLETED OPERATIONS	Code	Receipts	Per $1,000			
	INCLUDED IN COMPOSITE RATE						
	Minimum Premiums: Cov. A-$ Cov. B-$						
	Section 4 - PRODUCTS	Code	Receipts	Per $1,000			
	64-20050 PLAN	B)	79,005,488.	.0049	.0033	3,871.	2,607.
	EXCESS		79,005,488.	.0008	.0005	632.	395.
	Minimum Premiums: Cov. A-$ Cov. B-$						

Policy Number	This Coverage Part is effective Hour	Month	Day	Year	Policy Effective Month	Day	Year		
1YM 579 000	M.	10	1	81	10	1	81	Total Advance Premium	90,006. 60,044. 150,110.00

DUP 1075436

COVERAGE PART 7

COMPREHENSIVE GENERAL LIABILITY INSURANCE

I. Coverage A – Bodily Injury Liability
Coverage B – Property Damage Liability

The Company will pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as damages because of

A. **bodily injury** or
B. **property damage**

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

Exclusions

This insurance does not apply under Part 7:

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

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
(1) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or
(2) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**,
but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **named insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **insured**;

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

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

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
(1) any watercraft, owned or operated by or rented or loaned to any **insured**, or
(2) any other watercraft operated by any person in the course of his employment by any **insured**;
but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **named insured**;

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

(g) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
(1) liability assumed by the **insured** under an **incidental contract**, or
(2) expenses for first aid under the Supplementary Payments provision;

(h) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable
(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
(2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
(i) by, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
but part (ii) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

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

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

(k) to **property damage** to
(1) property owned or occupied by or rented to the **insured**,
(2) property used by the **insured**, or
(3) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;
but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the **named insured**;

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

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
(1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or
(2) the failure of the **named insured's products** or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;

(COVERAGE PART 7 CONTINUED ON REVERSE SIDE)

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DUP 1075437

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

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

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

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

II. Persons Insured

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

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

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

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

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

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

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

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

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

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

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

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

III. Limits of Liability

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability under Coverage Part 7 is limited as follows:

Coverage A – The total liability of the company for all damages, including damages for care and for loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence". Subject to the above provisions respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

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

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

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

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

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

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

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

IV. Policy Territory

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

DUP 1075438

COVERAGE PART 11

DECLARATIONS—Applicable to Coverage Part 11 only

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

LIMITS OF LIABILITY	Coverage Y—Contractual Bodily Injury Liability: $ SEE CSL ENDT.	each occurrence.	
	Coverage Z—Contractual Property Damage Liability: $	each occurrence; $	aggregate.

SCHEDULE—GENERAL LIABILITY HAZARDS

DESIGNATION OF CONTRACTS (ANY RATING CLASSIFICATION SHOWN HEREUNDER DOES NOT MODIFY THE EXCLUSIONS OR OTHER TERMS OF THIS POLICY) CODE	PREMIUM BASIS (A) NUMBER (B) COST	RATES COV. Y (A) PER CONTRACT (B) PER $100 OF COST	RATES COV. Z (A) PER CONTRACT (B) PER $100 OF COST	ADVANCE PREMIUMS COVERAGE Y—BODILY INJURY LIABILITY	ADVANCE PREMIUMS COVERAGE Z—PROPERTY DAMAGE LIABILITY
ANY WRITTEN CONTRACTS RELATING TO THE BUSINESS OF THE NAMED INSURED BY DESIGNATED INDEPENDENT CONTRACTORS UNDER CPPC PROGRAM FOR WORK DONE FOR E.I. DU PONT DE NEMOURS AND COMPANY INCORPORATED.			INCLUDED IN COMPOSITE RATE		

MINIMUM PREMIUMS: COV. Y $ COV. Z $

POLICY NUMBER	COV. PART II PAGE NO.	THIS COVERAGE PART IS EFFECTIVE HOUR	MONTH	DAY	YEAR	POLICY EFFECTIVE MONTH	DAY	YEAR	TOTAL ADVANCE PREMIUM
1YM 579 000	1	M.	10	1	81	10	1	81	INCLUDED

CK 813—1 12-75 25M ED. 73

(COVERAGE PART 11 CONTINUED ON REVERSE SIDE)

DUP 1075439

COVERAGE PART 11—CONTRACTUAL LIABILITY INSURANCE (Designated Contracts Only)

Coverage Y—Contractual Bodily Injury Liability

Coverage Z—Contractual Property Damage Liability

The company will pay on behalf of the insured all sums which the insured by reason of contractual liability assumed by him under a contract designated in the schedule, for this insurance, shall become legally obligated to pay as damages because of

Y. bodily injury or Z. property damage

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

Exclusions

This insurance does not apply:

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

(1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and

(2) supervisory, inspection or engineering services;

(b) 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;

(c) to bodily injury or property damage for which the indemnitee may be held liable

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

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

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

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

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

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

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

(f) to property damage to

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

(2) property used by the insured, or

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

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

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

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

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

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

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

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

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

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

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

II. Persons Insured

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

(a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;

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

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

III. Limits of Liability

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability under Coverage Part 11 is limited as follows:

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

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

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declarations as "aggregate". Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the named insured.

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

IV. Additional Definitions

When used in reference to this insurance:

"contractual liability" means liability expressly assumed under a written contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the company's consent.

V. Policy Territory

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

VI. Additional Condition

Arbitration

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

DUP 1075440

COVERAGE PART 14

KEMPER GROUP

DECLARATIONS – Applicable to Coverage Part 14 only

The limit of the Company's liability against this Coverage shall be as stated herein, subject to all the terms of the policy having reference thereto.

LIMITS OF LIABILITY	Coverage P—Personal Injury Liability $1,000,000. aggregate.

SCHEDULE

The insurance afforded under this Coverage Part is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by entry of specific advance premium charge or charges.

GROUPS OF OFFENSES	Rate	Code	Advance Premium
A. False Arrest, Detention or Imprisonment or Malicious Prosecution		99980	$ INCLUDED IN
B. Libel, Slander, Defamation or Violation of Right of Privacy		99980	$COMPOSITE
C. Wrongful Entry, Eviction or Other Invasion of Right of Private Occupancy		99980	$RATE

Insured's Participation 0 %	Minimum Premium $		
Policy Number	This Coverage Part is effective Hour Month Day Year	Policy Effective Month Day Year	Total Advance Premium
1YM 579 000	M. 10-1-81	10-1-81	

COVERAGE PART 14 – PERSONAL INJURY LIABILITY INSURANCE EXCLUSION "C" IS ELIMINATED

I. Coverage P – Personal Injury Liability

The Company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the **named insured's** business:

Group A – false arrest, detention or imprisonment, or malicious prosecution;

Group B – the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **named insured**;

Group C – wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the Company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

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

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

(c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the **named insured**;

(d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the **named insured** was made prior to the effective date of this insurance;

(e) to personal injury arising out of a publication or utterance described in Group B 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.

II. Persons Insured

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

(a) if the **named insured** is designated in the declarations as an individual, the person so designated and his spouse;

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

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

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

III. Limits of Liability, Insured's Participation

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

If a participation percentage is stated in the schedule for the **insured**, the Company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred per cent and the balance of the loss shall be borne by the **insured**; provided, the Company may pay the **insured's** portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the Company therefor.

DUP 1075441

IV. Additional Definition

When used in reference to this insurance:

"**damages**" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.

LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY
FEDERAL KEMPER INSURANCE COMPANY

Kemper insurance companies

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

- ☐ **Comprehensive General Liability Insurance**
- ☐ **Owners, Landlords, and Tenants Liability Insurance**
- ☐ **Manufacturers and Contractors Liability Insurance**
- ☐ **Completed Operations and Products Liability Insurance**
- ☐ **Contractual Liability Insurance**
- ☐ **Independent Contractors Liability Insurance**
- ☐ **Premises Medical Payments Insurance**
- ☐

ENDORSEMENT

NAMED INSURED

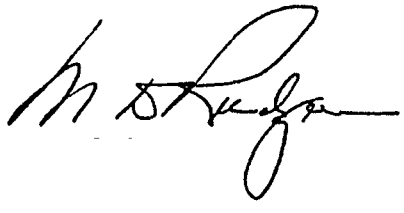
IT IS AGREED THAT ITEM #1 OF THE DECLARATIONS "NAMED INSURED" IS AMENDED TO INCLUDE "LUMP SUM CONTRACTORS" AS RESPECTS THE CONSTRUCTION OF THE LIFE SCIENCE FACILITIES AT THE DESIGNATED DELAWARE LOCATION.

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached. The company providing the insurance afforded by this policy is designated on the Declarations Page.

Named Insured*		Producer No.*
THE CPPC CONTRACTORS OF E.I. DU PONT,ETAL		
Policy Number*	**Endt. No.**	**Effective Date***
1YM 579 000	1	10-1-81

*Completion necessary only when issued subsequent to policy preparation.



LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY
FEDERAL KEMPER INSURANCE COMPANY

Kemper insurance companies

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

- ☐ **Comprehensive General Liability Insurance**
- ☐ **Owners, Landlords, and Tenants Liability Insurance**
- ☐ **Manufacturers and Contractors Liability Insurance**
- ☐ **Completed Operations and Products Liability Insurance**
- ☐ **Contractual Liability Insurance**
- ☐ **Independent Contractors Liability Insurance**
- ☐ **Premises Medical Payments Insurance**
- ☐

ENDORSEMENT

IT IS AGREED THAT ITEM #1 OF THE DECLARATIONS, NAMED INSURED IS AMENDED TO INCLUDE THE FOLLOWING:

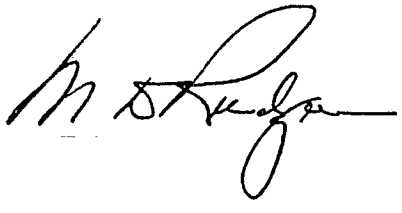
SYNGAS COMPANY, A JOINT VENTURE OF E.I. DU PONT DE NEMOURS & COMPANY, INC., AND NATIONAL DISTILLERS, INC..

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached. The company providing the insurance afforded by this policy is designated on the Declarations Page.

Named Insured*		Producer No.*
THE CPPC CONTRACTORS OF E.I. DU PONT,ETAL		
Policy Number*	**Endt. No.**	**Effective Date***
1YM 579 000	2	10-1-81

*Completion necessary only when issued subsequent to policy preparation.



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(Ed. 03 81)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 10-1-81 Policy No. 1YM 579 000 Endorsement No. 3

Named Insured THE CPPC CONTRACTORS OF E.I. DU PONT, ETAL

Countersigned by E. A. Oehler
(Authorized Representative)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE

AMENDMENT—LIMITS OF LIABILITY

(Single Limit)

(Individual Coverage Aggregate Limit)

SCHEDULE

Coverage	Limits of Liability
Bodily Injury Liability and Property Damage Liability	$1,000,000 each occurrence $1,000,000 aggregate

It is agreed that the provisions of the policy captioned **"LIMITS OF LIABILITY"** relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

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

Bodily Injury Liability and Property Damage Liability:

(a) The limit of liability stated in the Schedule of this endorsement as applicable to "each **occurrence**" is the total limit of the company's liability for all damages including damages for care and loss of services because of **bodily injury** and **property damage** sustained by one or more persons or organizations as a result of any one **occurrence**, provided that with respect to any **occurrence** for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

(b) Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of all **bodily injury** and **property damage** which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate":

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

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

(3) if Products—Completed Operations insurance is afforded, all **bodily injury** and **property damage** included within the **completed operations** hazard and all **bodily injury** and **property damage** included within the products hazard;

(4) if Contractual Liability Insurance is afforded, all **property damage** for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

(i) to the **property damage** described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the **named insured**;

(ii) to the sum of the damages for all **bodily injury** and **property damages** described in subparagraph (3); and

(iii) to the **property damage** described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the **named insured**.

(c) For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general condition shall be considered as arising out of one **occurrence**.

LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY
FEDERAL KEMPER INSURANCE COMPANY

Kemper Insurance Companies

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

- ☐ **Comprehensive General Liability Insurance**
- ☐ **Owners, Landlords, and Tenants Liability Insurance**
- ☐ **Manufacturers and Contractors Liability Insurance**
- ☐ **Completed Operations and Products Liability Insurance**
- ☐ **Contractual Liability Insurance**
- ☐ **Independent Contractors Liability Insurance**
- ☐ **Premises Medical Payments Insurance**
- ☐

ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT THE INSURANCE PROVIDED BY COVERAGE PART 19, IS THE ONLY INSURANCE AFFORDED BY THIS POLICY WITH RESPECT TO E.I. DU PONT DE NEMOURS & CO.,INC., AS RESPECTS ALL INDEPENDENT CONTRACTORS UNDER THE CPPC PROGRAM AND LUMP SUM CONTRACTORS AT THE LIFE SCIENCE FACILITIES CONSTRUCTION SITE.

LIMITS OF LIABILITY

$1,000,000.	EACH OCCURRENCE; BODILY INJURY AND PROPERTY DAMAGE COMBINED
$1,000,000.	AGGREGATE

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached. The company providing the insurance afforded by this policy is designated on the Declarations Page.

Named Insured*		Producer No.*
THE CPPC CONTRACTORS OF E.I. DU PONT, ETAL		
Policy Number*	**Endt. No.**	**Effective Date***
1YM 579 000	4	10-1-81

*Completion necessary only when issued subsequent to policy preparation.

KEMPER GROUP

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE

COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR

I. Coverage A – Bodily Injury Liability
Coverage B – Property Damage Liability

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

A. bodily injury or
B. property damage

to which this policy applies, caused by an **occurrence** and arising out of (1) operations performed for the **named insured** by the contractor designated in the declarations at the location designated therein or (2) acts or omissions of the **named insured** in connection with his general supervision of such operations, and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This policy does not apply:

(a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but this exclusion does not apply to a warranty that **work** performed by the designated contractor will be done in a workmanlike manner;

(b) to **bodily injury** or **property damage** occurring after
(1) all **work** on the project (other than service, maintenance or repairs) to be performed by or on behalf of the **named insured** at the site of the covered operations has been completed or

(2) that portion of the designated contractor's **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;

(c) to **bodily injury** or **property damage** arising out of any act or omission of the **named insured** or any of his employees, other than general supervision of **work** performed for the **named insured** by the designated contractor;

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

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

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

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

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

(4) work performed for the **insured** by the designated contractor;

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

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

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

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

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

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

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

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

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

II. Persons Insured

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

(a) if the **named insured** is designated in the declarations as an individual, the person so designated and his spouse;

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

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

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

(COVERAGE PART 19 CONTINUED ON REVERSE SIDE)

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DUP 1075446

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III. Limits of Liability

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

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

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

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declarations as "aggregate". If more than one project is designated in the schedule, such aggregate limit shall apply separately with respect to each project.

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

IV. Additional Definition

When used in reference to this insurance (including endorsements forming a part of the policy):

"work" includes materials, parts and equipment furnished in connection therewith.

V. Policy Territory

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

DUP 1075447

LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY
FEDERAL KEMPER INSURANCE COMPANY

Kemper Insurance Companies

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

Comprehensive General Liability Insurance
Manufacturers' and Contractors' Liability Insurance

CAGLP-114 ENDORSEMENT

Limitation of Insurance to Designated Location

It is agreed that the insurance applies only to the insured's operations at the location designated below and operations necessary or incidental thereto.

Designation of Premises:

1. OPERATIONS OF INDEPENDENT CONTRACTORS UNDER THE CPPC PROGRAM

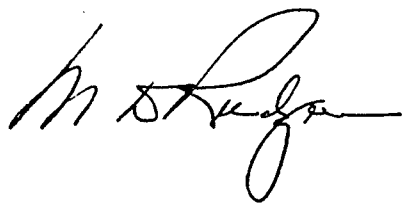
2. OPERATIONS OF INDEPENDENT CONTRACTORS UNDER THE LUMP SUM PROGRAM, FOR THE CONSTRUCTION OF THE LIFE SCIENCE FACILITIES ATTHE DESIGNATED DELAWARE LOCATION.

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached. The company providing the insurance afforded by this policy is designated on the Declarations Page.

Named Insured*		Producer No.*
THE CPPC CONTRACTORS OF E.I. DU PONT,ETAL		
Policy Number*	Endt. No.	Effective Date*
1YM 579 000	5	10-1-81

*Completion necessary only when issued subsequent to policy preparation.



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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE

CAGLP-106 ENDORSEMENT

BROAD FORM PROPERTY DAMAGE LIABILITY INSURANCE

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the insured or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) 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, are replaced by the following exclusions (y) and (z):

(y) to property damage

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

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

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

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

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

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

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

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

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

B. The insurance afforded by this endorsement 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, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

CLASSIFICATION

Premium: The premium for this insurance shall be_____% of INCLUDED IN COMPOSITE RATE

Advance Premium for this Endorsement: $_____ P.D. ☐ Additional ☐ Included

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached.

LUMBERMENS MUTUAL CASUALTY COMPANY X AMERICAN MOTORISTS INSURANCE COMPANY AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY FEDERAL KEMPER INSURANCE COMPANY SEQUOIA INSURANCE COMPANY

NAMED INSURED THE CPPC CONTRACTORS OF E.I. DU PONT,ETAL		
POLICY NUMBER	ENDT. NO.	EFFECTIVE DATE*
1YM 579 000	6	10-1-81

James Kemper Jr.

*Completion necessary only when issued subsequent to policy preparation.

DUP 1075449

Kemper insurance companies

LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY
FEDERAL KEMPER INSURANCE COMPANY

Kemper insurance companies

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

- ☐ **Comprehensive General Liability Insurance**
- ☐ **Owners, Landlords, and Tenants Liability Insurance**
- ☐ **Manufacturers and Contractors Liability Insurance**
- ☐ **Completed Operations and Products Liability Insurance**
- ☐ **Contractual Liability Insurance**
- ☐ **Independent Contractors Liability Insurance**
- ☐ **Premises Medical Payments Insurance**
- ☐

ENDORSEMENT

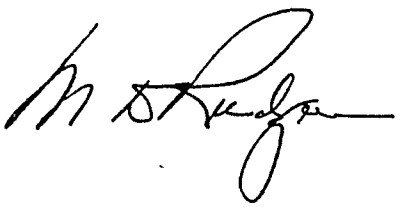
"NOTWITHSTANDING THE TERMINATION OF THIS POLICY AS IT APPLIES TO ANY INDIVIDUAL CONTRACTOR INSURED AT ANY TIME HEREUNDER, IT IS UNDERSTOOD AND AGREED THAT UPON THE COMPLETION OF SUCH CONTRACTOR'S WORK ON ANY GIVEN PROJECT, THE INSURANCE AFFORDED BY THE POLICY OR RENEWALS THEREOF FOR COMPLETED OPERATIONS LIABILITY SHALL NOT TERMINATE UNTIL ONE CALENDAR YEAR FROM THE DATE OF SUCH COMPLETION."

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached. The company providing the insurance afforded by this policy is designated on the Declarations Page.

Named Insured*		Producer No.*
THE CPPC CONTRACTORS OF E.I. DU PONT,ETAL		
Policy Number*	**Endt. No.**	**Effective Date***
1YM 579 000	7	10-1-81

*Completion necessary only when issued subsequent to policy preparation.



LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY
FEDERAL KEMPER INSURANCE COMPANY

Kemper insurance companies

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

- ☐ **Comprehensive General Liability Insurance**
- ☐ **Owners, Landlords, and Tenants Liability Insurance**
- ☐ **Manufacturers and Contractors Liability Insurance**
- ☐ **Completed Operations and Products Liability Insurance**
- ☐ **Contractual Liability Insurance**
- ☐ **Independent Contractors Liability Insurance**
- ☐ **Premises Medical Payments Insurance**
- ☐

ENDORSEMENT

IT IS AGREED THAT THE PREMIUM FOR THE POLICY WILL BE PAID BY E.I. DU PONT DE NEMOURS AND COMPANY INCORPORATED, DU PONT BUILDING, WILMINGTON, DELAWARE.

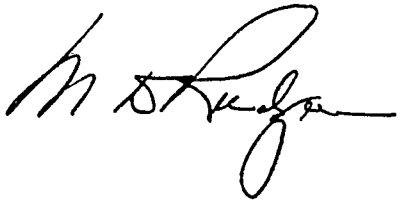
IT IS FURTHER AGREED THAT ANY REFUND RETURN PREMIUM OR DIVIDENDS ATTRIBUTABLE TO THIS POLICY WILL BE PAID TO E.I. DU PONT DE NEMOURS AND COMPANY INCORPORATED, DU PONT BUILDING, WILMINGTON, DELAWARE.

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached. The company providing the insurance afforded by this policy is designated on the Declarations Page.

Named Insured*		Producer No.*
THE CPPC CONTRACTORS OF E.I. DU PONT,ETAL		
Policy Number*	Endt. No.	Effective Date*
1YM 579 000	8	10-1-81

*Completion necessary only when issued subsequent to policy preparation.



LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY
FEDERAL KEMPER INSURANCE COMPANY

Kemper insurance companies

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

- ☐ **Comprehensive General Liability Insurance**
- ☐ **Owners, Landlords, and Tenants Liability Insurance**
- ☐ **Manufacturers and Contractors Liability Insurance**
- ☐ **Completed Operations and Products Liability Insurance**
- ☐ **Contractual Liability Insurance**
- ☐ **Independent Contractors Liability Insurance**
- ☐ **Premises Medical Payments Insurance**
- ☐

ENDORSEMENT

IT IS AGREED THAT THE FOLLOWING APPLIES ONLY WITH RESPECT TO BROWN & ROOT, INC., A CPPC CONTRACTOR:

ITEM (C) OF SECTION II, PERSONS INSURED, OF COVERAGE PART 7, COMPREHENSIVE GENERAL LIABILITY INSURANCE, OF THIS POLICY SHALL BE AMENDED TO READ IN ITS ENTIRETY AS FOLLOWS:

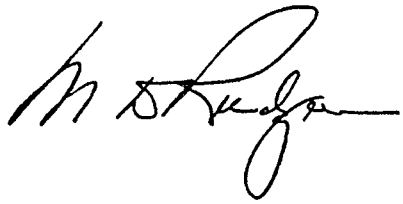
C. IF THE NAMED INSURED IS DESIGNATED IN THE DECLARATIONS AS OTHER THAN A INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE THE ORGANIZATION SO DESIGNATED AND ANY EXECUTIVE OFFICER DIRECTOR OR STOCKHOLDER THEREOF WHILE ACTING IN THE SCOPE OF HIS DUTIES AS SUCH AND ANY SUPERVISORY EMPLOYEE THEREOF WHILE IN THE COURSE OF HIS EMPLOYMENT.

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached. The company providing the insurance afforded by this policy is designated on the Declarations Page.

Named Insured*		Producer No.*
THE CPPC CONTRACTORS OF E.I. DU PONT,ETAL		
Policy Number*	**Endt. No.**	**Effective Date***
1YM 579 000	9	10-1-81

*Completion necessary only when issued subsequent to policy preparation.



LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY
FEDERAL KEMPER INSURANCE COMPANY

Kemper Insurance Companies

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

- ☐ **Comprehensive General Liability Insurance**
- ☐ **Owners, Landlords, and Tenants Liability Insurance**
- ☐ **Manufacturers and Contractors Liability Insurance**
- ☐ **Completed Operations and Products Liability Insurance**
- ☐ **Contractual Liability Insurance**
- ☐ **Independent Contractors Liability Insurance**
- ☐ **Premises Medical Payments Insurance**
- ☐

ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT THERE ARE MULTIPLE NAMED INSUREDS TO WHOM THIS POLICY IS ISSUED.

IT IS FURTHER AGREED THAT THE LIMIT OF LIABILITY STATED IN ENDORSEMENT #3, SHALL APPLY SEPARATELY TO EACH NAMED INSURED BUT NOT CUMULATIVELY BETWEEN ANY SUCH NAMED INSUREDS WHO HAVE FINANCIAL OR MANAGERIAL INTERRELATIONSHIP.

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached. The company providing the insurance afforded by this policy is designated on the Declarations Page.

Named Insured*		Producer No.*
THE CPPC CONTRACTORS OF E.I. DU PONT,ETAL		
Policy Number*	**Endt. No.**	**Effective Date***
1YM 579 000	10	10-1-81

*Completion necessary only when issued subsequent to policy preparation.

LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY
FEDERAL KEMPER INSURANCE COMPANY

Kemper insurance companies

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

- ☐ **Comprehensive General Liability Insurance**
- ☐ **Owners, Landlords, and Tenants Liability Insurance**
- ☐ **Manufacturers and Contractors Liability Insurance**
- ☐ **Completed Operations and Products Liability Insurance**
- ☐ **Contractual Liability Insurance**
- ☐ **Independent Contractors Liability Insurance**
- ☐ **Premises Medical Payments Insurance**
- ☐

ENDORSEMENT

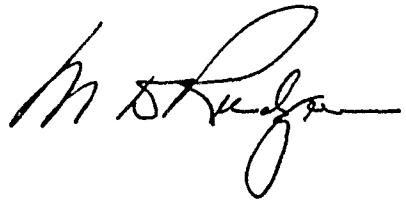
IT IS AGREED THAT THE NAMED INSURED WILL NOT BE CHARGED WITH KNOWLEDGE OF THE OCCURRENCE, CLAIM OR SUIT UNTIL SUCH KNOWLEDGE IS RECEIVED BY AN EXECUTIVE OFFICER OR THE INSURANCE DEPARTMENT OF THE NAMED INSURED.

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached. The company providing the insurance afforded by this policy is designated on the Declarations Page.

Named Insured*		Producer No.*
THE CPPC CONTRACTORS OF E.I. DU PONT,ETAL		
Policy Number*	**Endt. No.**	**Effective Date***
1YM 579 000	11	10-1-81

*Completion necessary only when issued subsequent to policy preparation.



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

KEMPER GROUP

IT IS MUTUALLY AGREED THAT THIS POLICY IS COMBINED FOR DIVIDEND PURPOSES WITH POLICY NUMBER OYM 579 000 UNDER THE CONTRIBUTORY DIVIDEND PLAN DESCRIBED IN THE "LARGE RISK CONTRIBUTORY DIVIDEND PLAN ENDORSEMENT" ATTACHED TO SAID POLICY.

DUP 1075455

☐ LUMBERMENS MUTUAL CASUALTY COMPANY ☒ AMERICAN MOTORISTS INSURANCE COMPANY ☐ AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY ☐ FEDERAL KEMPER INSURANCE COMPANY

ISSUED TO			POLICY EFFECTIVE MONTH DAY YEAR	PRODUCER'S NUMBER
THE CPPC CONTRACTORS OF E.I. DU PONT,ETAL			10-1-81	
POLICY NUMBER	ENDT. NO.	ENDORSEMENT EFFECTIVE DATE MONTH DAY YEAR	COUNTERSIGNATURE OF AUTHORIZED REPRESENTATIVE	
1YM 579 000	12	10-1-81	E.A. Oehler	

LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY
FEDERAL KEMPER INSURANCE COMPANY

Kemper Insurance Companies

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

- ☐ **Comprehensive General Liability Insurance**
- ☐ **Owners, Landlords, and Tenants Liability Insurance**
- ☐ **Manufacturers and Contractors Liability Insurance**
- ☐ **Completed Operations and Products Liability Insurance**
- ☐ **Contractual Liability Insurance**
- ☐ **Independent Contractors Liability Insurance**
- ☐ **Premises Medical Payments Insurance**
- ☐

ENDORSEMENT

IT IS AGREED THAT THE PREMIUM UNDER THIS POLICY IS DUE AND PAYABLE AS FOLLOWS:

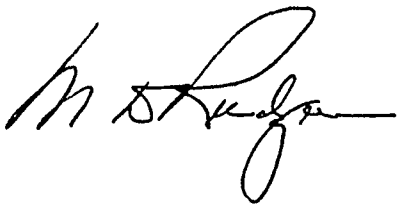
DATE	PLAN	EXCESS	TOTAL
10-1-81	$ 10,802.	$ 1,720.	$ 12,522.00
11-1-81	10,797.	1,711.	12,508.00
12-1-81	10,797.	1,711.	12,508.00
1-1-82	10,797.	1,711.	12,508.00
2-1-82	10,797.	1,711.	12,508.00
3-1-82	10,797.	1,711.	12,508.00
4-1-82	10,797.	1,711.	12,508.00
5-1-82	10,797.	1,711.	12,508.00
6-1-82	10,797.	1,711.	12,508.00
7-1-82	10,797.	1,711.	12,508.00
8-1-82	10,797.	1,711.	12,508.00
9-1-82	10,797.	1,711.	12,508.00
TOTAL	$129,569.	$20,541.	$150,110.00

Effective Date: Unless an effective date is entered below, this endorsement shall be effective as of the beginning of the policy period stated in the declarations of the policy.

This endorsement shall form a part of the policy to which it is attached. The company providing the insurance afforded by this policy is designated on the Declarations Page.

Named Insured*		Producer No.*
THE CPPC CONTRACTORS OF E.I.DU PONT,ETAL		
Policy Number*	**Endt. No.**	**Effective Date***
1YM 579 000	13	10-1-81

*Completion necessary only when issued subsequent to policy preparation.



ATTACH DECLARATIONS PAGE, COVERAGE PARTS, SUPPLEMENTARY DECLARATIONS OR SCHEDULES AND ENDORSEMENTS HERE

This endorsement modifies the provisions of the policy relating to **ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE** but is inapplicable with respect to automobiles principally garaged or used in the State of New York.

A0009 ENDORSEMENT
G320 ENDORSEMENT

NUCLEAR ENERGY LIABILITY EXCLUSION
(Broad Form)

It is agreed that:

I. The policy 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 or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

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

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

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

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

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

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

II. As used in this endorsement:

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

"nuclear material" means source material, special nuclear material or byproduct material;

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

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

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

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

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

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

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

This is not a complete and valid contract without an accompanying Declarations Page, properly countersigned, together with one or more Coverage Parts.

DUP 1075457

CONDITIONS (Continued)

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

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

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

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

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

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

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

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

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

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

7. Subrogation. In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery 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.

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

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

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

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

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

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

As respects the company previously designated, the following correlative provision forms a part of this policy:

Mutual Policy Conditions. LUMBERMENS MUTUAL CASUALTY COMPANY — AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

This is a perpetual mutual corporation owned by and operated for the benefit of its members. This is a non-assessable, participating policy under which the Board of Directors in its discretion may determine and pay unabsorbed premium deposit refunds (dividends) to the insured.

As respects of the State of Texas, such provision is amended to read as follows:

Mutuals—Membership and Voting Notice. The insured is notified that by virtue of this policy he is a member of the company so designated, and is entitled to vote either in person or by proxy at any and all meetings of said company. The Annual Meetings are held in its Home Office at the place and time stated on the front cover.

Mutuals—Participation Clause Without Contingent Liability. No Contingent Liability: This policy is non-assessable. The policyholder is a member of such company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

Dividends. AMERICAN MOTORISTS INSURANCE COMPANY — FEDERAL KEMPER INSURANCE COMPANY

This policy is participating and shall be entitled to receive unabsorbed premium deposit refunds as apportioned by the directors.

DUP 1075458

As respects the State of Texas, such provision is amended to read as follows:

Dividend Provision—Participating Companies. The named insured shall be entitled to participate in a distribution of the surplus of the company, as determined by the Board of Directors from time to time, after approval in accordance with the provisions of the Texas Insurance Code, of 1951, as amended.

IN WITNESS WHEREOF, the company designated on the Declarations Page has caused this policy to be signed by its President and Secretary, but this policy shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the company.

LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

Secretary — President

FEDERAL KEMPER INSURANCE COMPANY

Secretary — President

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