

GENERAL REINSURANCE CORPORATION
400 Park Avenue
New York, New York 10022

Attached to and hereby made a part of Excess Reinsurance Certificate No. **X-3731**

DECLARATIONS

Item 1. Name of Reinsured **The Anaconda Company, Etal**
(See Endorsement No. 1)
Address **25 Broadway, New York, New York**

Item 2. Schedule of Underlying Excess Insurance
(See Endorsement No. 2)

Item 3. Schedule of Additional Excess Insurance

Home Insurance Company **HEC 9544659**
Excess Liability Policy **\$10,000,000 each occurrence**

Item 4. Limit(s) and Application of Coverage Hereunder

Item 5. **Excess Liability** **\$5,000,000 part of**
Fremont **\$10,000,000 single limit**

Item 6. Term of Coverage Hereunder

From _____

12:01 A. M., Standard Time, at the address of the named

- **\$6,575.00**

Reinsured as stated herein, until _____

_____ or until cancelled as in the

October 19, 1968

Certificate provided upon not less than _____

() days prior written notice.

October 19, 1968

Thirty

N11035

GENERAL REINSURANCE CORPORATION
400 Park Avenue
New York, New York 10022
(herein called the Reinsurer)

In consideration of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, does hereby agree with the party or parties named in Item 1 of the Declarations (herein called the Reinsured) as follows:

REINSURING AGREEMENT AND CONDITIONS

A. WHEREAS certain insurance carriers have issued to the Reinsured a policy or policies of underlying excess insurance providing coverage as described in Item 2 of the Declarations,

B. AND WHEREAS certain other insurance carriers have also issued to the Reinsured an additional policy or policies of excess insurance providing coverage as described in Item 3 of the Declarations,

C. NOW THEREFORE, this Certificate is to further indemnify the Reinsured against ultimate net loss in excess of the total of all applicable limits of insurance described in A and B above, but only up to an amount not exceeding the limit shown in Item 4 of the Declarations.

D. THE PREMIUM DUE the Reinsurer for this excess reinsurance is shown in Item 5 of the Declarations and is payable upon delivery of this Certificate.

E. THE TERM of this excess reinsurance, unless otherwise cancelled, shall be as shown in Item 6 of the Declarations.

CONDITIONS

(1) This Certificate is subject to the same warranties, terms and conditions (except as regards the premium, the obligation to investigate and defend, the amount and limits of liability and the renewal agreement, if any, and except as otherwise provided herein) as are contained in or as may be added to

(a) the additional excess insurance described in Item 3 of the Declarations, or

(b) in the absence of any additional excess insurance, is ought properly be described in Item 3 of the Declarations, or the underlying excess insurance described in Item 2 of the Declarations.

The Reinsurer shall be furnished, upon request, with copies of any policies or endorsements issued in respect of any insurance or reinsurance underlying this Certificate, and shall be notified as soon as practicable of any changes therein which in any manner affect this excess reinsurance.

(2) The underlying excess insurance described in Item 2 of the Declarations and the additional excess insurance, if any, described in Item 3 of the Declarations and any primary insurances above which said excess insurance applies shall be maintained in full effect during the currency of this Certificate, except for reduction by exhaustion of aggregate limits (if any) contained therein solely by payment of claims in respect of accidents or occurrences happening during the Certificate period. The Reinsured shall give the Reinsurer written notice as soon as practicable of any change in the scope of coverage under any such underlying insurance or reinsurance, and of the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's or Reinsurer's liability.

In the event such underlying excess insurance, additional excess insurance, and/or primary insurance is cancelled and not replaced by other insurance providing the same coverage, the reinsured shall be deemed to have retained for its own account the limits theretofore provided by such cancelled insurance, and such excess reinsurance as is provided by this Certificate shall apply only to the same extent it would have applied in the absence of such cancellation.

If, for any reason (other than exhaustion of aggregate limits of any underlying policy or policies) there is no recovery available to the Reinsured or recovery is in any way diminished under any policy of primary insurance, underlying excess insurance, or additional excess insurance, such excess reinsurance as is afforded hereunder shall not apply until there has been expended by or on behalf of the Reinsured a sum equal to the total policy limits set forth in Items 2 and 3 of the Declarations which would have been otherwise applicable to such loss, plus the limits of any otherwise applicable primary insurance or self-insured retention.

(3) The inclusion of more than one reinsured under this contract shall not have the effect of increasing the Reinsurer's limit of liability stated in Item 4 of the Declarations.

(4) Notwithstanding anything in the Certificate or in any underlying insurance to the contrary, it is agreed that Nuclear Incident Exclusion Endorsement (Form U17B) is attached hereto and made a part hereof.

AID 010780

NOTICE OF LOSS

Upon the happening of an accident or occurrence that appears likely to involve this Certificate, written notice thereof with full particulars shall be given to the Reinsurer by the Reinsured as soon as practicable. The Reinsured shall give like notice of any claim or suit instituted against the Reinsured on account of any accident or occurrence.

The Reinsurer shall not, however, be called upon to assume charge of the settlement or defense of any of the claims made, or suits brought or proceedings instituted against the Reinsured, but shall have the right and opportunity to be associated with the Reinsured in the defense and trial of any such claims, suits or proceedings relative to any accident or occurrence which, in the opinion of the Reinsurer may create liability on its part under the terms of this certificate.

LOSS ADJUSTMENT

Upon final determination by settlement award or verdict of the liability of the Reinsured, the Reinsurer shall promptly pay the Reinsured as the Reinsured shall pay, or be required to pay, the amount of any ultimate net loss coming within the terms and limits of this reinsurance.

"Ultimate Net Loss", as used herein, shall mean the sums paid in settlement of losses for which the Reinsured is liable after making deductions for all recoveries, salvages and other insurances or reinsurances (other than recoveries under (1) any underlying insurances, (2) any excess insurances or reinsurances which contribute with this reinsurance, or (3) any insurances or reinsurances specifically in excess hereof), whether recoverable or not, and shall exclude (1) all expenses for salaried employees, retained counsel and all office expenses of the Reinsured, and (2) all "Costs."

The word "Costs" shall be understood to mean any expenses in connection with the investigation or defense of claims or suits, or interest on any judgment which accrues after entry of the judgment.

Costs incurred by the Reinsured, with the written consent of the Reinsurer and for which the Reinsured is not covered by any underlying insurance, shall be apportioned as follows:

1. In the event of claim or suit arising which appears likely to exceed the total limits of the applicable underlying insurance, no Costs shall be incurred by the Reinsured without the written consent of the Reinsurer.
2. Should such claim or suit become adjustable previous to going into court for not more than the total limits of the applicable underlying insurance, then no Costs shall be payable by the Reinsurer.
3. Should, however, the sum for which the said claim or suit may be so adjustable exceed the total limits of the applicable underlying insurance, then the Reinsurer, if it consents to the proceedings continuing, shall contribute to the Costs incurred by the Reinsured in the ratio that its proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss.
4. In the event that the Reinsured elects not to appeal a judgment in excess of the total limits of the applicable underlying insurance, the Reinsurer may elect to conduct such appeal at its own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Reinsurer exceed its limit or limits of liability as stated above, plus the expenses of such appeal.

SALVAGE

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

Nothing herein contained shall be construed to mean that the Reinsured shall be required to enforce by legal action any right of subrogation salvage or indemnity before the Reinsurer shall pay any loss covered hereunder.

SUBROGATION

Inasmuch as this Certificate is Excess Reinsurance, the Reinsured's right of recovery against any person cannot be exclusively subrogated to the Reinsurer. It is, therefore, understood and agreed

that in case of any payment hereunder, the Reinsurer will act in concert with all other interests (including the Reinsured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Reinsured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Reinsurer is then to be reimbursed out of any balance then remaining up to the amount paid hereunder and if there by any other insurer or reinsurer whose policies contribute with that of the Reinsurer, the Reinsurer will share pro-rata with such other insurer or reinsurer until all have been fully reimbursed; lastly, the interests (including the Reinsured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Reinsured) concerned, in the ratio of their respective recoveries as finally settled.

BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Reinsured or any entity comprising the Reinsured,

the Reinsurer shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

CANCELLATION

This Certificate may be cancelled by either party upon written notice, such notice to be not less than the number of days set forth in Item 6 of the Declarations. If cancellation is at the request of the Reinsured, adjustment of premium shall be at short rate, and if cancelled by the Reinsurer, adjustment shall be made pro-rata. The Reinsurer may, however, cancel this Certificate absolutely on five days' notice for non-payment of premium due. Notice shall be given by the Reinsured to the Reinsurer at 400 Park Avenue, New York 22, New York, and by the Reinsurer to the Reinsured at the latter's address as shown in the Declarations. Notice by the Reinsurer to the first named Reinsured, if more than one, shall be deemed notice to any other interest included as a Reinsured.

IN WITNESS WHEREOF, GENERAL REINSURANCE CORPORATION has caused this Certificate to be executed this 29th day of December, 1965

GENERAL REINSURANCE CORPORATION

Vice President

Assistant Secretary

AID 010782

ENDORSEMENT

NO. 1

For attachment to Contract No. **X-5731** between **THE ANACONDA COMPANY, ETAL** and **GENERAL REINSURANCE CORPORATION**. Effective date of this Endorsement **October 19, 1965**

From 12:01 o'clock A. M. Standard Time of the above effective date it is understood and agreed that the Contract of which this Endorsement forms a part is hereby amended in the following particulars:

Named Reinsured

The Anacanda Company and/or its affiliated, associated and subsidiary companies, and their subsidiary companies as now constituted or as may hereinafter be acquired or created and Inspiration Consolidated Copper Company and Warrior Co-operative Mercantile Company.

Nothing herein contained shall vary, alter or extend any agreement, provision, general condition or declaration of the Contract other than as above stated.

In Witness Whereof, the GENERAL REINSURANCE CORPORATION has caused this Endorsement to be signed by its President and Secretary at New York, New York, but the same shall not be binding on the Reinsurer unless countersigned by another officer of the Reinsurer.

N. David Thompson

Secretary

R. L. Braddock

President

Countersigned at New York, New York, this **29th** day of **December**, 19**65**

GENERAL REINSURANCE CORPORATION

Vice President—Assistant to

AID 010783

ENDORSEMENT

NO. 2

For attachment to Contract No. **X-3731** between **THE ANACONDA COMPANY, ETAL.** and **GENERAL REINSURANCE CORPORATION.** Effective date of this Endorsement **October 19, 1965**

From 12:01 o'clock A. M. Standard Time of the above effective date it is understood and agreed that the Contract of which this Endorsement forms a part is hereby amended in the following particulars:

<u>Item 2.</u>		<u>Schedule of Underlying Insurance</u>			
<u>Company</u>	<u>Coverage</u>	<u>Each Person</u>	<u>Each Accident</u>	<u>Aggregate</u>	
Travelers Ind. Ins. Co.	Comprehensive General Liability Including Auto Liability			----	
	Auto B. I.	\$1,000,000.00	\$1,000,000.00	----	
	Other B. I.	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	
	Auto P. D.	----	500,000.00	----	
	Other P. D.	----	500,000.00	500,000.00	
Continental Casualty	Liquor Law Liability			----	
	B. I.	\$50,000.00	\$100,000.00	----	
	Loss of Means of Support P. D.	50,000.00 ----	100,000.00 50,000.00	-----	
Seaboard Surety	Advertisers Liability	----	\$1,000,000.00	----	
A. I. U.	Mexican General Liability Including Auto Liability			----	
	Auto B. I.	\$200,000.00	\$500,000.00	----	
	Other B. I.	200,000.00	500,000.00	----	
	Auto P. D.	----	50,000.00	----	
	Other P. D.	-----	50,000.00	\$50,000.00	

(continued on Pg. 2).... Nothing herein contained shall vary, alter or extend any agreement, provision, general condition or declaration of the Contract other than as above stated.

In Witness Whereof, the GENERAL REINSURANCE CORPORATION has caused this Endorsement to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by another officer of the Reinsurer.

N. David Thompson

Secretary

R. L. Braddock

President

Countersigned at New York, New York this **30th** day of **December**, 19**65**

GENERAL REINSURANCE CORPORATION

Vice President—Assistant Secre

AID 010784

For attachment to Contract No. **X-3721** between **THE ANACONDA COMPANY, ETAL** and
GENERAL REINSURANCE CORPORATION. Effective date of this Endorsement **October 19, 1965**

From 12:01 o'clock A. M. Standard Time of the above effective date it is understood and agreed that the Contract of which this Endorsement forms a part is hereby amended in the following particulars:

(continued from Page No. 1)....

Schedule of Underlying Insurance

<u>Company</u>	<u>Coverage</u>	<u>Each Person</u>	<u>Each Accident</u>	<u>Aggregate</u>
British Aviation Co.	Aircraft Liab. B. I., P. D. & Passenger Liability	----	\$3,000,000.00	----
I. N. A.	Aircraft Liab. B. I., P. D. & Passenger Liability			
	Owned	----	\$5,000,000.00	----
	Non-Owned	----	4,000,000.00	-----
	Rotary Wing Non-Owned	---	1,000,000.00	----
Travelers Ind. Ins. Co.	Employers Liability	----	\$500,000.00	----
London	Excess Workmen's Compensation incl. Jones Act & Employers Liability with respect to: Anaconda Aluminum Co. and The Anaconda Co. in the State of Montana and Int.			

... continued ... Page No. 3.

Nothing herein contained shall vary, alter or extend any agreement, provision, general condition or declaration of the Contract other than as above stated.

In Witness Whereof, the GENERAL REINSURANCE CORPORATION has caused this Endorsement to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by another officer of the Reinsurer.

N. David Thompson

Secretary

R. L. Braddock

President

Countersigned at New York, New York this **30th** day of **December**, 19**65**

GENERAL REINSURANCE CORPORATION

Vice President—Assistant Secretary

AID 010785

ENDORSEMENT.. PAGE NO. 2...

NO. 2

For attachment to Contract No. **X-3731** between **THE ANACONDA COMPANY, ETAL** and **GENERAL REINSURANCE CORPORATION**. Effective date of this Endorsement. **October 19, 1965**

From 12:01 o'clock A. M. Standard Time of the above effective date it is understood and agreed that the Contract of which this Endorsement forms a part is hereby amended in the following particulars:

(continued from Page No. 1).....

Schedule of Underlying Insurance

<u>Company</u>	<u>Coverage</u>	<u>Each Person</u>	<u>Each Accident</u>	<u>Aggregate</u>
(continued)				
London	Smelting & Refining at Toots, Utah and Forth Amboy, N. J.	-----	\$1,000,000.00 Excess of \$50,000.00	-----
London	Excess Workmen's Compensation with respect to: Anaconda American Brass Co.; All locations except: Detroit, Mattoon, Paramount, and District Sales Offices	-----	\$500,000.00 Excess of \$25,000.00	-----

Nothing herein contained shall vary, alter or extend any agreement, provision, general condition or declaration of the Contract other than as above stated.

In Witness Whereof, the GENERAL REINSURANCE CORPORATION has caused this Endorsement to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by another officer of the Reinsurer.

N. David Thompson

Secretary

R. L. Braddock

President

Countersigned at New York, New York this **30th** day of **December**, 19**65**

GENERAL REINSURANCE CORPORATION

Vice President—Assistant Secretary

AID 010786

NUCLEAR INCIDENT EXCLUSION ENDORSEMENT

For attachment to Contract No. X-3731 between THE ANACONDA COMPANY, ETAL and
GENERAL REINSURANCE CORPORATION. Effective date of this Endorsement October 19, 1965

From 12:01 o'clock A. M. Standard Time of the above effective date it is understood and agreed that the Contract of which this Endorsement forms a part is hereby amended in the following particulars:

It is agreed that the contract does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the contract 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

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or (2) 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.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) 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

(c) the injury, sickness, disease, death or destruction 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 (c) applies only to injury to or destruction of property at such nuclear facility.

IV. 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;

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

V. If the contract to which this endorsement is attached refers to the party covered as the "reinsured" or "assured", same is understood to mean "insured" as used herein.

Nothing herein contained shall alter or extend any agreement, provision, general condition or declaration of the Contract other than as herein provided.

In Witness Whereof, the GENERAL REINSURANCE CORPORATION has caused this Endorsement to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by another officer of the Reinsurer.

N. David Thompson

Secretary

R. L. Braddock

President

Countersigned at New York, New York this

29th

day of December, 1965

GENERAL REINSURANCE CORPORATION

By: *Assistant Secretary*

GENERAL REINSURANCE CORPORATION
400 Park Avenue
New York, New York 10022

Attached to and hereby made a part of Excess Reinsurance Certificate No. **X-3731**

DECLARATIONS

Item 1. Name of Reinsured **The Anaconda Company, Etal**
(See Endorsement No. 1)
Address **25 Broadway, New York, New York**

Item 2. Schedule of Underlying Excess Insurance
(See Endorsement No. 2)

Item 3. Schedule of Additional Excess Insurance

Home Insurance Company **HEC 9544659**
Excess Liability Policy **\$10,000,000 each occurrence**

Item 4. Limit(s) and Application of Coverage Hereunder

Item 5. **Excess Liability** **\$5,000,000 part of**
Frederick **\$10,000,000 single limit**

Item 6. Term of Coverage Hereunder

From _____

12:01 A. M., Standard Time, at the address of the named

- **\$6,575.00**

Reinsured as stated herein, until _____

_____ or until cancelled as in the

October 19, 1965

Certificate provided upon not less than _____

() _____ prior written notice.

October 19, 1968

Thirty

GENERAL REINSURANCE CORPORATION
100 Park Avenue
New York, New York 10022
(herein called the Reinsurer)

In consideration of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, does hereby agree with the party or parties named in Item 1 of the Declarations (herein called the Reinsured) as follows:

REINSURING AGREEMENT AND CONDITIONS

A. WHEREAS certain insurance carriers have issued to the Reinsured a policy or policies of underlying excess insurance providing coverage as described in Item 2 of the Declarations,

B. AND WHEREAS certain other insurance carriers have also issued to the Reinsured an additional policy or policies of excess insurance providing coverage as described in Item 3 of the Declarations,

C. NOW THEREFORE, this Certificate is to further indemnify the Reinsured against ultimate net loss in excess of the total of all applicable limits of insurance described in A and B above, but only up to an amount not exceeding the limit shown in Item 4 of the Declarations.

D. THE PREMIUM DUE the Reinsurer for this excess reinsurance is shown in Item 5 of the Declarations and is payable upon delivery of this Certificate.

E. THE TERM of this excess reinsurance, unless otherwise cancelled, shall be as shown in Item 6 of the Declarations.

CONDITIONS

(1) This Certificate is subject to the same warranties, terms and conditions (except as regards the premium, the obligation to investigate and defend, the amount and limits of liability and the renewal agreement, if any, and except as otherwise provided herein) as are contained in or as may be added to

(a) the additional excess insurance described in Item 3 of the Declarations, or

(b) in the absence of any additional excess insurance as might properly be described in Item 3 of the Declarations, to the underlying excess insurance described in Item 2 of the Declarations.

The Reinsurer shall be furnished, upon request, with copies of any policies or endorsements issued in respect of any insurance or reinsurance underlying this Certificate, and shall be notified as soon as practicable of any changes therein which in any manner affect this excess reinsurance.

(2) The underlying excess insurance described in Item 2 of the Declarations and the additional excess insurance, if any, described in Item 3 of the Declarations and any primary insurances above which said excess insurance applies shall be maintained in full effect during the currency of this Certificate, except for reduction by exhaustion of aggregate limits (if any) contained therein solely by payment of claims in respect of accidents or occurrences happening during the Certificate period. The Reinsured shall give the Reinsurer written notice as soon as practicable of any change in the scope of coverage under any such underlying insurance or reinsurance, and of the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's or Reinsurer's liability.

In the event such underlying excess insurance, additional excess insurance, and/or primary insurance is cancelled and not replaced by other insurance providing the same coverage, the reinsured shall be deemed to have retained for its own account the limits theretofore provided by such cancelled insurance, and such excess reinsurance as is provided by this Certificate shall apply only to the same extent it would have applied in the absence of such cancellation.

If, for any reason (other than exhaustion of aggregate limits of any underlying policy or policies) there is no recovery available to the Reinsured or recovery is in any way diminished under any policy of primary insurance, underlying excess insurance, or additional excess insurance, such excess reinsurance as is afforded hereunder shall not apply until there has been expended by or on behalf of the Reinsured a sum equal to the total policy limits set forth in Items 2 and 3 of the Declarations which would have been otherwise applicable to such loss, plus the limits of any otherwise applicable primary insurance or self-insured retention.

(3) The inclusion of more than one reinsured under this contract shall not have the effect of increasing the Reinsurer's limit of liability stated in Item 4 of the Declarations.

(4) Notwithstanding anything in the Certificate or in any underlying insurance to the contrary, it is agreed that Nuclear Incident Exclusion Endorsement (Form UI7B) is attached hereto and made a part hereof.

AID 010789

NOTICE OF LOSS

Upon the happening of an accident or occurrence that appears likely to involve this Certificate, written notice thereof with full particulars shall be given to the Reinsurer by the Reinsured as soon as practicable. The Reinsured shall give like notice of any claim or suit instituted against the Reinsured on account of any accident or occurrence.

The Reinsurer shall not, however, be called upon to assume charge of the settlement or defense of any of the claims made or suits brought or proceedings instituted against the Reinsured, but shall have the right and opportunity to be associated with the Reinsured in the defense and trial of any such claims, suits or proceedings relative to any accident or occurrence which, in the opinion of the Reinsurer may create liability on its part under the terms of this certificate.

LOSS ADJUSTMENT

Upon final determination by settlement award or verdict of the liability of the Reinsured, the Reinsurer shall promptly pay the Reinsured as the Reinsured shall pay, or be required to pay, the amount of any ultimate net loss coming within the terms and limits of this reinsurance.

"Ultimate Net Loss", as used herein, shall mean the sums paid in settlement of losses for which the Reinsured is liable after making deductions for all recoveries, salvages and other insurances or reinsurances (other than recoveries under (1) any underlying insurances, (2) any excess insurances or reinsurances which contribute with this reinsurance, or (3) any insurances or reinsurances specifically in excess hereof), whether recoverable or not, and shall exclude (1) all expenses for salaried employees, retained counsel and all office expenses of the Reinsured, and (2) all "Costs."

The word "Costs" shall be understood to mean any expenses in connection with the investigation or defense of claims or suits or interest on any judgment which accrues after entry of the judgment.

Costs incurred by the Reinsured, with the written consent of the Reinsurer and for which the Reinsured is not covered by any underlying insurance, shall be apportioned as follows:

1. In the event of claim or suit arising which appears likely to exceed the total limits of the applicable underlying insurance, no Costs shall be incurred by the Reinsured without the written consent of the Reinsurer.
2. Should such claim or suit become adjustable previous to going into court for not more than the total limits of the applicable underlying insurance, then no Costs shall be payable by the Reinsurer.
3. Should, however, the sum for which the said claim or suit may be so adjustable exceed the total limits of the applicable underlying insurance, then the Reinsurer, if it consents to the proceedings continuing, shall contribute to the Costs incurred by the Reinsured in the ratio that its proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss.
4. In the event that the Reinsured elects not to appeal a judgment in excess of the total limits of the applicable underlying insurance, the Reinsurer may elect to conduct such appeal at its own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Reinsurer exceed its limit or limits of liability as stated above plus the expenses of such appeal.

SALVAGE

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

Nothing herein contained shall be construed to mean that the Reinsured shall be required to enforce by legal action any right of subrogation, salvage or indemnity before the Reinsurer shall pay any loss covered hereunder.

SUBROGATION

Inasmuch as this Certificate is Excess Reinsurance, the Reinsured's right of recovery against any person cannot be exclusively subrogated to the Reinsurer. It is, therefore, understood and agreed

that in case of any payment hereunder, the Reinsurer will act in concert with all other interests (including the Reinsured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Reinsured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Reinsurer is then to be reimbursed out of any balance then remaining up to the amount paid hereunder and if there by any other insurer or reinsurer whose policies contribute with that of the Reinsurer, the Reinsurer will share pro-rata with such other insurer or reinsurer until all have been fully reimbursed; lastly, the interests (including the Reinsured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Reinsured) concerned, in the ratio of their respective recoveries as finally settled.

BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Reinsured or any entity comprising the Reinsured,

the Reinsurer shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

CANCELLATION

This Certificate may be cancelled by either party upon written notice, such notice to be not less than the number of days set forth in Item 6 of the Declarations. If cancellation is at the request of the Reinsured, adjustment of premium shall be at short rate, and if cancelled by the Reinsurer, adjustment shall be made pro-rata. The Reinsurer may, however, cancel this Certificate absolutely on five days' notice for non payment of premium due. Notice shall be given by the Reinsured to the Reinsurer at 400 Park Avenue, New York 22, New York, and by the Reinsurer to the Reinsured at the latter's address as shown in the Declarations. Notice by the Reinsurer to the first named Reinsured, if more than one, shall be deemed notice to any other interest included as a Reinsured.

IN WITNESS WHEREOF, GENERAL REINSURANCE CORPORATION has caused this Certificate to be executed this 29th day of December, 1965

GENERAL REINSURANCE CORPORATION

Vice President

Assistant Secretary

AID 010791

ENDORSEMENT

NO. 1

For attachment to Contract No. **X-3731** between **THE ANACONDA COMPANY, ETAL** and
GENERAL REINSURANCE CORPORATION. Effective date of this Endorsement. **October 19, 1965**

From 12:01 o'clock A. M. Standard Time of the above effective date it is understood and agreed that the Contract of which this Endorsement forms a part is hereby amended in the following particulars:

Named Reinsured

The Anacosta Company and/or its affiliated, associated and subsidiary companies, and their subsidiary companies as now constituted or as may hereinafter be acquired or created and Inspiration Consolidated Copper Company and Warrior Co-operative Mercantile Company.

Nothing herein contained shall vary, alter or extend any agreement, provision, general condition or declaration of the Contract other than as above stated.

In Witness Whereof, the GENERAL REINSURANCE CORPORATION has caused this Endorsement to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by another officer of the Reinsurer.

M. David Thompson

Secretary

R. L. Bridglock

President

Countersigned at New York, New York this **29th** day of **December** 19**65**

GENERAL REINSURANCE CORPORATION

Vice President—Assistant Secretary

AID 010792

ENDORSEMENT

NO. **2**

For attachment to Contract No. **X-5731** between **THE ANACONDA COMPANY, ETAL** and **GENERAL REINSURANCE CORPORATION**. Effective date of this Endorsement **October 19, 1963**

From 12:01 o'clock A. M. Standard Time of the above effective date it is understood and agreed that the Contract of which this Endorsement forms a part is hereby amended in the following particulars:

Item 2.Schedule of Underlying Insurance

<u>Company</u>	<u>Coverage</u>	<u>Each Person</u>	<u>Each Accident</u>	<u>Aggregate</u>
Travelers Ind. Ins. Co.	Comprehensive General Liability Including Auto Liability			
	Auto B. I.	\$1,000,000.00	\$1,000,000.00	----
	Other B. I.	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
	Auto P. D.	----	500,000.00	----
	Other P. D.	----	500,000.00	500,000.00
Continental Casualty	Liquor Law Liability			
	B. I.	\$50,000.00	\$100,000.00	----
	Loss of Means of Support	50,000.00	100,000.00	----
	P. D.	----	50,000.00	----
Seaboard Surety	Advertisers Liability	----	\$1,000,000.00	----
A. I. U.	Mexican General Liability Including Auto Liability			
	Auto B. I.	\$200,000.00	\$500,000.00	----
	Other B. I.	200,000.00	500,000.00	----
	Auto P. D.	----	50,000.00	----
	Other P. D.	-----	50,000.00	\$50,000.00

(continued on Pg. 2)....

Nothing herein contained shall vary, alter or extend any agreement, provision, general condition or declaration of the Contract other than as above stated.

In Witness Whereof, the GENERAL REINSURANCE CORPORATION has caused this Endorsement to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by another officer of the Reinsurer.

N. David Thompson

Secretary

R. L. Braddock

President

Countersigned at New York, New York this **30th** day of **December**, 19**63**

GENERAL REINSURANCE CORPORATION

Vice President—Assistant Secretary

AID 010793

For attachment to Contract No. **X-5731** between **THE ANACONDA COMPANY, ETAL** and **GENERAL REINSURANCE CORPORATION**. Effective date of this Endorsement. **October 19, 1965**

From 12:01 o'clock A. M. Standard Time of the above effective date it is understood and agreed that the Contract of which this Endorsement forms a part is hereby amended in the following particulars:

(continued from Page No. 1)....

Schedule of Underlying Insurance

<u>Company</u>	<u>Coverage</u>	<u>Each Person</u>	<u>Each Accident</u>	<u>Aggregate</u>
British Aviation Co.	Aircraft Liab. B.L., P.D. & Passenger Liability	----	\$3,000,000.00	----
I.N.A.	Aircraft Liab. B.L., P.D. & Passenger Liability			
	Owned	----	\$5,000,000.00	----
	Non-Owned	----	4,000,000.00	-----
	Rotary Wing Non-Owned	---	1,000,000.00	----
Travelers Ind. Ins. Co.	Employers Liability	----	\$500,000.00	----
London	Excess Workmen's Compensation incl. Jones Act & Employers Liability with respect to: Anacanda Aluminum Co. and The Anacanda Co. in the State of Montana and Int.			

... continued ... Page No. 1

Nothing herein contained shall vary, alter or extend any agreement, provision, general condition or declaration of the Contract other than as above stated.

In Witness Whereof, the GENERAL REINSURANCE CORPORATION has caused this Endorsement to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by another officer of the Reinsurer.

N. David Thompson

Secretary

R. L. Braddock

President

Countersigned at New York, New York this **30th** day of **December** 19**65**

GENERAL REINSURANCE CORPORATION

Vice President—Assistant Secretary

AID 010794

For attachment to Contract No. **X-3731** between **THE ANACONDA COMPANY, ETAL** and
GENERAL REINSURANCE CORPORATION. Effective date of this Endorsement, **October 19, 1968**

From 12:01 o'clock A. M. Standard Time of the above effective date it is understood and agreed that the Contract of which this Endorsement forms a part is hereby amended in the following particulars:

(continued from Page No. 2).....

Schedule of Underlying Insurance

<u>Company</u>	<u>Coverage</u>	<u>Each Person</u>	<u>Each Accident</u>	<u>Aggregate</u>
(continued) London	Smelting & Refining at Tootie, Utah and Forth Ambey, N. J.	-----	\$1,000,000.00 Excess of \$50,000.00	-----
London	Excess Workmen's Compensation with respect to: Anacoda American Brass Co.; All locations except: Detroit, Mattoon, Paramount, and District Sales Offices	-----	\$500,000.00 Excess of \$25,000.00	----

Nothing herein contained shall vary, alter or extend any agreement, provision, general condition or declaration of the Contract other than as above stated.

In Witness Whereof, the GENERAL REINSURANCE CORPORATION has caused this Endorsement to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by another officer of the Reinsurer.

N. David Thompson

Secretary

R. L. Braddock

President

Countersigned at New York, New York this **30th** day of **December**, 19 **68**

GENERAL REINSURANCE CORPORATION

Vice President—Assistant Secretary

AID 010795

NUCLEAR INCIDENT EXCLUSION ENDORSEMENT

For attachment to Contract No. **X-5731** between **THE ANACONDA**

COMPANY, ETAL

and

GENERAL REINSURANCE CORPORATION. Effective date of this Endorsement **October 19, 1965**

From 12:01 o'clock A. M. Standard Time of the above effective date it is understood and agreed that the Contract of which this Endorsement forms a part is hereby amended in the following particulars:

It is agreed that the contract does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the contract 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

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) 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.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) 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

(c) the injury, sickness, disease, death or destruction 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 (c) applies only to injury to or destruction of property at such nuclear facility.

IV. 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;

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

V. If the contract to which this endorsement is attached refers to the party covered as the "reinsured" or "assured", same is understood to mean "insured" as used herein.

Nothing herein contained shall vary, alter or extend any agreement, provision, general condition or declaration of the Contract other than as above stated.

In Witness Whereof, the GENERAL REINSURANCE CORPORATION has caused this Endorsement to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by another officer of the Reinsurer.

N. David Thompson

Secretary

R. L. Bendlock

President

Countersigned at New York, New York this **29th** day of **December**, 19**65**

GENERAL REINSURANCE CORPORATION

Vice President—Assistant Secretary

GENERAL REINSURANCE CORPORATION
 400 Park Avenue
 New York, New York 10022

Attached to and hereby made a part of Excess Reinsurance Certificate No. 20000

DECLARATIONS

Item 1. Name of Reinsured **The American Company, Inc.**
 (See Reinsurance No. 2)
 Address **25 Broadway, New York, New York**

Item 2. ~~Schedule of Additional Excess Insurance~~

Item 3. Schedule of Additional Excess Insurance

Excess Insurance Company
Excess Liability Policy

NEW YORK
EXCESS OF EACH COMPANY

Item 4. Limits and Application of Coverage

Item 5. ~~Excess Liability~~

NEW YORK

Item 6. Terms of Coverage

First _____

Second _____

Third _____

Fourth _____

Fifth _____

Sixth _____

Seventh _____

Eighth _____

Ninth _____

Tenth _____

Current file

1-501

COVER NOTE

Subsidiary of International Insurance Co. of New York

October 12, 1935

☒ **GENERAL INSURANCE CORPORATION**

☐ **AMERICAN STATE INSURANCE CORPORATION**

40 WALL STREET
NEW YORK 1

10 WEST 17TH STREET
CHICAGO 4, ILL.

60 SOUTH WABASH BLVD
CHICAGO 4, ILL.

100 WEST MADISON ST.
CHICAGO 4, ILL.

100 CALIFORNIA STREET, S.F.
SAN FRANCISCO 4, CALIF.

100 SOUTH STREET
CHICAGO 4, ILL.

100 MADISON STREET
CHICAGO 4, ILL.

100 WEST MADISON ST.
CHICAGO 4, ILL.

To: **John & Edgar**
Address: **60 Wall Street, New York, New York 1005**

We acknowledge that coverage is issued for your account as follows:

Special Interest: **The American Company**

Address: **25 Broadway, New York, New York**

Term: **From October 12, 1935**

To: **October 12, 1935**

Coverage: **General Liability**

Conditions and Warranties:

Subject to the same terms and conditions as the Insurance policy covering coverage.

Amount of Insurance:

\$1,000,000.00 in excess of \$25,000.00 and maximum primary coverage.

Rate and Conditions: **See Schedule of the Cover Note.**

The coverage provided by this Cover Note is subject to the terms and conditions of the Contract or Certificate of Insurance. The Cover Note and the coverage provided hereby are subject to all terms and conditions of the Contract or Certificate of Insurance. This Cover Note shall not be construed as a contract or agreement or Certificate of Insurance.

General Insurance Corporation

General Insurance Corporation

AID 010798

1468

GENERAL REINSURANCE CORPORATION
4-41 Park Avenue
New York 22, New York

Attached and hereby made a part of Excess Reinsurance Certificate No. X-3781

DECLARATIONS

Item 1. Name of Reinsured **The Anaconda Company, Steel**
(See Endorsement No. 1)
Address **25 Broadway, New York, New York**

Item 2. Schedule of Underlying Excess Insurance
(See Endorsement No. 2)

Item 3. Schedule of Additional Excess Insurance
Home Insurance Company **HBC 9544659**
Excess Liability Policy **\$10,000,000 each occurrence**

AID 010799

that in case of any payment hereunder, the Reinsurer will act in concert with all other interests (including the Reinsured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Reinsured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Reinsurer is then to be reimbursed out of any balance then remaining up to the amount paid hereunder and if there by any other insurer or reinsurer whose policies contribute with that of the Reinsurer, the Reinsurer will share pro-rata with such other insurer or reinsurer until all have been fully reimbursed; lastly, the interests (including the Reinsured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Reinsured) concerned, in the ratio of their respective recoveries as finally settled.

BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Reinsured or any entity comprising the Reinsured,

the Reinsurer shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

CANCELLATION

This Certificate may be cancelled by either party upon written notice, such notice to be not less than the number of days set forth in Item 6 of the Declarations. If cancellation is at the request of the Reinsured, adjustment of premium shall be at short rate, and if cancelled by the Reinsurer, adjustment shall be made pro-rata. The Reinsurer may, however, cancel this Certificate absolutely on five days' notice for non-payment of premium due. Notice shall be given by the Reinsured to the Reinsurer at 400 Park Avenue, New York 22, New York, and by the Reinsurer to the Reinsured at the latter's address as shown in the Declarations. Notice by the Reinsurer to the first named Reinsured, if more than one, shall be deemed notice to any other interest included as a Reinsured.

IN WITNESS WHEREOF, GENERAL REINSURANCE CORPORATION has caused this Certificate to be executed this..... 29th day of December 1949.....

GENERAL REINSURANCE CORPORATION





ENDORSEMENT

NO. 1

For attachment to Contract No. **X-5731** between **THE ANACONDA COMPANY, ETAL** and **GENERAL REINSURANCE CORPORATION**. Effective date of this Endorsement **October 19, 1935**

From 12:01 o'clock A. M. Standard Time of the above effective date it is understood and agreed that the Contract of which this Endorsement forms a part is hereby amended in the following particulars:

Named Risk added

The Anaconda Company and/or its affiliated, associated and subsidiary companies, and their subsidiary companies as now constituted or as may hereinafter be acquired or created and Inspiration Consolidated Copper Company and Warrior Co-operative Mercantile Company.

Nothing herein intended to vary, alter or amend any agreement, provision, printed condition or declaration of the policy hereinbefore referred to.

The General Reinsurance Corporation has caused this Endorsement to be signed by its President and Secretary at New York, New York, on the 19th day of October, 1935, in the presence of the undersigned, who are duly qualified witnesses.

R. D. [Signature]

Secretary

Witnessed at New York, New York, this 19th day of October, 1935.

GENERAL REINSURANCE CORPORATION

[Signature]

AID 010801

ENDORSEMENT

NO. 1.....

For attachment to Contract No. X-3731 between THE ANACONDA
COMPANY, ETAL and
GENERAL REINSURANCE CORPORATION. Effective date of this Endorsement... **October 19, 1965**

From 12 01 o'clock A. M. Standard Time of the above effective date it is understood and agreed that the Contract of which this Endorsement forms a part is hereby amended in the following particulars:

Item 2.

Schedule of Underlying Insurance

Company	Coverage	Each Person	Each Accident	Aggregate
Travelers Ind. Ins. Co.	Comprehensive General Liability Including Auto Liability Auto R. I. Other R. I. Auto P. D. Other P. D.	 \$1,000,000.00 \$1,000,000.00 ----- -----	 \$1,000,000.00 \$1,000,000.00 500,000.00 500,000.00	 ----- \$1,000,000.00 ----- 500,000.00
Continental Casualty	Liquor Law Liability R. I. Loss of Means of Support P. D.	 \$50,000.00 \$50,000.00 -----	 \$100,000.00 \$100,000.00 50,000.00	 ----- ----- -----
Seaboard Survey	Advertisers Liability	-----	\$1,000,000.00	---
A. I. U.	Multiple General Liability Including Auto Liability Auto R. I. Other R. I. Auto P. D. Other P. D.	 \$500,000.00 \$50,000.00 ----- -----	 \$500,000.00 \$50,000.00 50,000.00 50,000.00	 ----- ----- ----- 500,000.00

(continued on Pg. 2, ...)

Noting that the above is a true and correct statement of the terms, conditions, coverages and amounts of the insurance policies in effect on the date of this endorsement.

In WITNESS WHEREOF, the GENERAL REINSURANCE CORPORATION has caused this Endorsement to be signed by its duly authorized officers and agents at New York, New York, this 19th day of October, 1965.

R. D. Thompson

Secretary

Countersigned at New York, New York this 19th day of October, 1965.

GENERAL REINSURANCE CORPORATION

John R. ...

ENDORSEMENT

PAGE NO. 2,..... NO. 2

For attachment to Contract No. X-3731..... between THE ANACONDA
COMPANY, ETAL..... and
GENERAL REINSURANCE CORPORATION. Effective date of this Endorsement... October 19, 1965

From 12:01 o'clock A. M. Standard Time of the above effective date it is understood and agreed that the Contract of which this Endorsement forms a part is hereby amended in the following particulars:

(continued from Page No. 1)....

Schedule of Underlying Insurance

<u>Company</u>	<u>Coverage</u>	<u>Each Person</u>	<u>Each Accident</u>	<u>Aggregate</u>
British Aviation Co.	Aircraft Liab. R.L., P.D. & Passenger Liability	-----	\$3,000,000.00	-----
I.N.A.	Aircraft Liab. R.L., P.D. & Passenger Liability	-----	\$5,000,000.00	-----
	Owned	-----	4,000,000.00	-----
	Non-Owned	-----	1,000,000.00	-----
	Rotary Wing Non-Owned	---	---	-----
Travelers Ind. Ins. Co.	Employers Liability	-----	\$200,000.00	-----
London	Europe Workers' & Compensation Ins. Rider Act & Employers Liability Ins. Insured by: Lloyds of London Co. and New Amsterdam Co. in accordance with			

ENDORSEMENT, PAGE NO. 1

NO. 1

Per attachment to Contract No. X-3731

between THE AMERICAN

COMPANY, ETAL

GENERAL REINSURANCE CORPORATION. Effective date of this Endorsement October 19, 1965

From 12:01 o'clock A. M. Standard Time of the above effective date it is understood and agreed that the Contract of which this Endorsement forms a part is hereby amended in the following particulars:

(continued from Page No. 2)

Schedule of Underlying Insurance

Company	Coverage	Each Person	Each Accident	Aggregate
(continued) London	Smelting & Refining at Tropic, Utah and Porth Amboy, N. J.	-----	\$1,000,000.00 Excess of \$50,000.00	-----
London	Excess Workmen's Compensation with respect to: American American Steel Co.; All locations except: Detroit, Michigan, Pittsburgh, and Birmingham, Alabama	-----	-----	-----

Nothing herein contained shall vary, amend or alter any agreement, provision, general condition or definition of the Contract other than as above stated.

In Witness Whereof, the GENERAL REINSURANCE CORPORATION has caused this Endorsement to be signed by its President and Secretary at New York, New York, but the same shall not be binding until the Reinsurer delivers to the insured a copy of this Endorsement.

R. D. [Signature]

R. [Signature]

Counterpart at New York, New York

GENERAL REINSURANCE CORPORATION

[Signature]