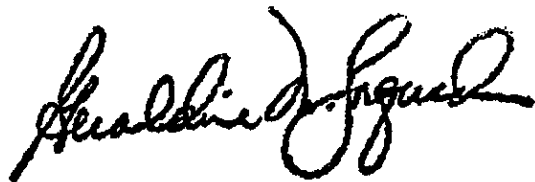


ENDORSEMENT #6

This endorsement, effective 12:01 A.M. 10/01/92 forms a part of
policy No. RMGL 326 5189 issued to Hanson Industries
by National Union Fire Insurance Company of Pittsburgh, PA

It is hereby understood and agreed that this \$25,000 self-insured retention, Peabody Coal Company would be responsible for the handling, payment and resolution of any claims that would normally be covered under the property damage section of their general liability policy, provided the final expected value of that claim is \$25,000 or less. Peabody would also be responsible for reporting to Hanson's claim service company any property damage claims that incurs (total of paid & reserve amounts) a value of \$12,500 or more.



Authorized Representative

0190550423
RG/LL
01/26/93

N17556

ENDORSEMENT #7

This endorsement, effective 12:01 A.M. 10/01/92 forms a part of
policy No. RMGL 326 5189 issued to Hanson Industries
by National Union Fire Insurance Company of Pittsburgh, PA

Logging and Lumbering Operations

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

1. **Fire Suppression Expense** - Meaning, fire suppression expenses incurred by others for which the named insured is legally obligated, solely by reason of such expenses having been incurred as a direct consequence of fire resulting from and immediately attributable to an occurrence arising out of logging or lumbering operations of the named insured.
2. **Property Damage to Timberland or Timber not owned by any Named Insured** - Meaning, property damage to timberland and standing, felled or bucked timber at premises rented or controlled by the named insured, if such timberland or timber is not owned by any insured and except while such timber is being transported.
3. **Property Damage to Automobiles and Railroad Cars not owned by the Named Insured** - Meaning, property damage to automobiles and railroad cars not owned by the Named Insured which occurs while such vehicles are being loaded or unloaded by or on behalf of the Named Insured and arises out of such loading and unloading.

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

- (A) The burning of slash at times or under conditions prohibited or not approved by proper State or Federal authorities, or
- (B) The felling or bucking of timber, the operation of logging equipment (including railroad equipment) or the loading or unloading of logs at a time during which suspension of such operating had been directed by the proper State or Federal authorities.

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

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

GLD054715
0049-GLD-000054715

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

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



Authorized Representative

0190550423
RG/LL
01/26/93

GLD054716
0049-GLD-000054716

ENDORSEMENT #8

This endorsement, effective 12:01 A.M. 10/01/92 forms a part of
policy No. RMGL 326 5189 issued to Hanson Industries
by National Union Fire Insurance Company of Pittsburgh, PA

IT IS HEREBY AGREED THAT COVERAGE FORM CG 00 01 11 88 IS DELETED FROM THE POLICY. THE COVERAGE
FORM TO GOVERN THIS POLICY IS DESCRIBED IN ENDORSEMENT #5 .



Authorized Representative

0190550423
RG/LL
01/26/93

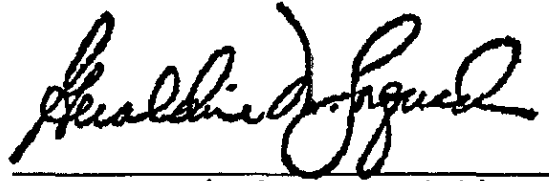
GLD054717
0049-GLD-000054717

ENDORSEMENT #9

**This endorsement, effective 12:01 A.M. 10/01/92 forms a part of
policy No. RMGL 326 5189 issued to Hanson Industries
by National Union Fire Insurance Company of Pittsburgh, PA**

Waiver of Subrogation Against Grove UK

**It is agreed that the Named Insured and it's insurance carriers hereby
waive all rights of subrogation against Grove UK and it's insurance
carriers as respects to products sold by Grove North America.**

A handwritten signature in dark ink, appearing to read "Geraldine J. Ingersoll", is written over a horizontal line.

Authorized Representative

ENDORSEMENT #10

This endorsement, effective 12:01 A.M. 10/01/92 forms a part of
policy No. RMGL 326 5189 issued to Hanson Industries
by National Union Fire Insurance Company of Pittsburgh, PA

D. I. C. ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT ON BEHALF
OF THE POLICIES SCHEDULED BELOW, THIS POLICY SHALL AFFORD COVERAGE WHEN THERE EXISTS
COVERAGE ON THIS POLICY WHICH IS NOT AFFORDED ON ONE OR ALL OF THE SCHEDULED POLICIES. THIS
ENDORSEMENT IN NO WAY ALTERS THE LIMITS OF EACH OF THE INDIVIDUAL POLICIES.

SCHEDULE

GL 326 51 90
GL 143 68 45



Authorized Representative

0190550423
RG/LL
01/26/93

GLD054719
0049-GLD-000054719

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR VEHICLE LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The following are added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

1. When this Coverage Part is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the coverage part for Bodily Injury Liability or Property Damage Liability will comply with the provisions

of the law to the extent of the coverage and limits of insurance required by that law.

2. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverages required by any motor vehicle insurance law. We will provide the required limits for those coverages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided

3033.02

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

- A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

- B. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for:
- (1) Nonpayment of premium; or
 - (2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

(a) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard,' and

(b) The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard.'"

- b. 30 days before the effective date of cancellation if we cancel for any other reason.

- C. The following is added to the CANCELLATION Common Policy Condition:

7. Cancellation of Policies In Effect For 60 Days or More

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- a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
- (1) Nonpayment of premium;
 - (2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
 - (3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
 - (4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
 - (5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
 - (6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;
 - (7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;
 - (8) Loss of or reduction in available insurance capacity;
 - (9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
 - (10) Loss of or substantial changes in applicable reinsurance;
 - (11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;
 - (12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefor and a reasonable opportunity to respond;

(13) Agency termination, provided:

- (a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or
 - (b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.
- (14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.
- b. If we cancel this policy based on paragraph 7.a.(1) or (2) above, we will mail a written notice, stating the reason for cancellation, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice. If we cancel this policy for any other reason listed above, we will mail a written notice, stating the reason for cancellation, to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.
- c. Notice will be sent to the last mailing addresses known to us, by:
- (1) Certified mail; or
 - (2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.
- d. We need not send notice of cancellation if you have:
- (1) Replaced coverage elsewhere; or
 - (2) Specifically requested termination.

- D. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.

2. This notice will be sent to the first Named Insured at the last mailing address known to us by:

- a. Certified mail; or

- b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.

3. We need not mail or deliver this notice if you have:

- a. Replaced coverage elsewhere; or

- b. Specifically requested termination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES - LOSS INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ("OCCURRENCE" VERSION)

The following Condition is added TO COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. Your Right to Loss Information

We will provide the first Named Insured shown in the Declarations the following loss information relating to this and any preceding general liability Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence" of which we were notified in accordance with paragraph 2.a. of the Duties in the Event of Occurrence, Claim or Suit Condition in this Section. We will include a brief description of the "occurrence" and information on whether any claim arising out of the "occurrence" is open or closed.
- b. A summary by policy year, of payments made and amounts reserved, stated separately under any applicable General Aggregate Limit and Products-Completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

We will provide this information only if we receive a written request from the first Named Insured during the policy period. We will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF LIQUOR LIABILITY EXCLUSION -
EXCEPTION FOR SCHEDULED ACTIVITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Activity(ies):

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

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

- c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:
- (1) Causing or contributing to the intoxication of any person;
 - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license;
 - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at the specific activity(ies) described above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/92 forms a part of

policy No. GL 326-51-89 issued to HANSON INDUSTRIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

RADIOACTIVE MATTER EXCLUSION

This policy does not apply to:

"Bodily Injury" or "Property Damage" arising from the actual, alleged or threatened exposure of person(s) or property to any radioactive matter.



AUTHORIZED REPRESENTATIVE

45782(5/87)

GLD054726
0049-GLD-000054726

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following exclusion is added to COVERAGE A (Section I):

o. "Bodily injury" arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
- (4) Consequential "bodily injury" as a result of (1) through (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

2. The following exclusion is added to COVERAGE B (Section I):

c. "Personal injury" arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
- (4) Consequential "personal injury" as a result of (1) through (3) above.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ALABAMA AND LOUISIANA CHANGES - WHO IS AN
INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In WHO IS AN INSURED (Section II) the term "executive officer" means only a person holding any of the officer positions created by your charter, constitution or by laws.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

A. The following is added to the CANCELLATION Common Policy Condition (and applies except in situations where B., below, applies):

7. Cancellation Of Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Your conviction of a crime arising out of acts increasing the hazard insured against;
- c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this policy, in continuing this policy or in presenting a claim under this policy;
- d. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;
- e. Substantial breach of contractual duties or conditions;
- f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;
- g. Determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or

- h. Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this policy based on one or more of the above reasons, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reasons for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
- b. 60 days before the effective date of cancellation if we cancel for any of the other reasons.

B. If the Commercial Property Coverage Part or the Farm Property Coverage Form provides coverage for:

1. real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or
2. personal property (except business or farm personal property) of a person residing in such real property;

the following provisions apply (instead of those provided in item A. above) with respect to cancellation of such coverage:

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- a. Nonpayment of premium;

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- b. Your conviction of a crime arising out of acts increasing the hazard insured against;
- c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in obtaining the policy, continuing the policy, or presenting a claim under the policy;
- d. Discovery of grossly negligent acts or omissions by you substantially increasing any of the hazards insured against;
- e. Substantial change in the risk assumed by us, since the policy was issued, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
- f. A determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state; or
- g. Your failure to take reasonable steps to eliminate or reduce any conditions in or on the insured premises which contributed to a loss in the past or will increase the probability of future losses.

If we cancel this policy based on one or more of these reasons, we will mail written notice of cancellation, stating the reason(s) for cancellation, to the first Named Insured. We will mail this notice to the last mailing address known to us, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
- (2) 30 days before the effective date of cancellation, if we cancel for any of the other reasons.

C. The following is added and supersedes any provision to the contrary (and applies except in situations where D., below, applies):

NONRENEWAL

- 1. If we elect not to renew this policy, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 60 days prior to the expiration of this policy.
- 2. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:
 - a. We or a company within the same insurance group has offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or agreed in writing to do so.
- D. If the Commercial Property Coverage Part or the Farm Property Coverage Form provides coverage for:
 - 1. real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or
 - 2. personal property (except business or farm personal property) of a person residing in such real property;
 the following provisions apply (instead of those provided in item C. above) with respect to nonrenewal of such coverage:
 - 1. If we elect not to renew, we will mail written notice of nonrenewal, to the first Named Insured. We will mail this notice to the last mailing address known to us, at least 30 days before the end of the policy period. Proof of mailing will be sufficient proof of notice.
 - 2. If either one of the following occurs, we are not required to provide notice of nonrenewal:
 - a. you have agreed to nonrenewal; or
 - b. you have accepted replacement coverage.
 - 3. If our nonrenewal is based on the condition of the premises, you will be given 30 days' notice to remedy the identified conditions. If the identified conditions are remedied, coverage will be renewed. If the identified conditions are not remedied to our satisfaction, you will be given an additional 30 days, upon payment of premium, to correct the defective condition.

E. The following Condition is added:

RENEWAL

1. If we elect to renew this policy and the renewal is subject to any of the following:

- a. Increase in premium;
- b. Change in deductible;
- c. Reduction in limits of insurance; or
- d. Substantial reduction in coverage;

we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, ~~at least 60 days before the anniversary or expiration date of the policy.~~

2. If renewal is subject to any condition described in 1.a. through 1.d. above, and we fail to provide notice 60 days before the anniversary or expiration date of this policy, the following procedures apply:

a. The present policy will remain in effect until the earlier of the following:

- (i) 60 days after the date of mailing or delivery of the notice; or
- (ii) The effective date of replacement coverage obtained by the first Named Insured.

b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:

- (i) The rates applicable to the terminated policy; or
- (ii) The rates presently in effect.

c. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this policy's anniversary or expiration date.

POLICY NUMBER: GL 326-51-89

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES - MULTI-YEAR POLICIES

This endorsement modifies insurance provided under the following:

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

The following is added to the Common Policy Conditions:

G. MULTI-YEAR POLICIES

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES - CANCELLATION

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 5. of the CANCELLATION Common Policy Condition is replaced by the following:

- 5.a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. We will refund the pro rata unearned premium if the policy is:
- (1) Cancelled by us or at our request;
 - (2) Cancelled but rewritten with us or in our company group;
 - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
- c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in b.(2), (3) or (4) above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- d. The cancellation will be effective even if we have not made or offered a refund.
- e. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium, subject to the following:

- (1) We will retain no less than \$250 of the premium for the Boiler and Machinery Coverage Part, except for insurance provided under the Small Business Coverage Forms.
- (2) We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.
- (3) If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain \$100 or the premium shown in the Declarations, whichever is greater.
- (4) If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than \$100 for the auto to which it is attached.

B. The following is added to the CANCELLATION Common Policy Condition:

7. Cancellation of Policies In Effect More Than 60 Days

- a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
- (1) Nonpayment of premium;

- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
 - (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - (6) A material violation of a material provision of the policy.
- b. Subject to paragraph 7.c., if we cancel for:
- (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
 - (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.
- c. The following applies to the Commercial Auto Coverage Part:
- (1) If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;
 - (2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART - EXCEPT COVERAGE FORMS A AND B
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following is added to the CANCELLATION Common Policy Condition:

7. POLICIES IN EFFECT FOR MORE THAN 60 DAYS

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

i Place us in violation of California law or the laws of the state where we are domiciled; or

ii Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, and to the producer of record, at least:

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- (1) 10 days before the effective date of cancellation if we cancel for a reason listed in paragraph 7.a(1) or (2).
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in paragraph 7.a.
- B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

- 1. If we decide not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least
 - a. 45 days, but not more than 120 days, before the expiration or anniversary date, if the aggregate policy premium is more than \$10,000; or
 - b. 60 days, but not more than 120 days, before the expiration or anniversary date, if the aggregate policy premium is \$10,000 or less.
- 2. We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.
- 3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with paragraph B.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in paragraph B.1, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

**CALIFORNIA INSURANCE GUARANTEE ASSOCIATION
ENDORSEMENT**

This endorsement, effective 12:01 A.M. 10/01/92 forms a part of

policy No. GL 328-51-89 issued to HANSON INDUSTRIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

In accordance with Section 1063.145, the following statement applies:

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" with an amount will be displayed on your premium notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least

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

b. 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the CANCELLATION Common Policy Condition:

7. Cancellation of Policies in Effect for 60 Days or More

a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:

(1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

(1) Nonpayment of premium;

(2) A false statement knowingly made by the insured on the application for insurance; or

(3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

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

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D. The following Condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The Cancellation Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation of policies in effect for less than 60 days.

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. Cancellation of policies in effect for 60 days or more.

a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:
 - (a) Nonpayment of premium;
 - (b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;

(d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

(e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

(2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Physical changes in the property which increase the hazard insured against;

(b) A material increase in the hazard insured against; or

(c) A substantial loss of reinsurance by us affecting this particular line of insurance.

b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph 3.a. above.

c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

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- d. Notice of Cancellation will be delivered or sent by:
- (1) Registered mail;
 - (2) Certified mail; or
 - (3) Mail evidenced by a United States Post Office certificate of mailing.
4. We will give notice to you at your last mailing address known to us.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B. The following is added and supersedes any other provision to the contrary:
- NONRENEWAL**
1. If we decide not to renew this policy, we will mail or deliver to you a written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.
 2. This notice will be delivered or sent by:
 - a. Registered mail;
 - b. Certified mail; or
 - c. Mail evidenced by a certificate of mailing.If notice is mailed, proof of mailing is sufficient proof of notice.
 3. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.
 4. With respect to automobile liability insurance policies only, your policy shall terminate on the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAWARE CHANGES - TERMINATION PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME - SAFE DEPOSITORY LIABILITY COVERAGE FORM M
COMMERCIAL CRIME - LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L
COMMERCIAL CRIME - LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE
FORM K
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. With respect to the:

FARM PROPERTY COVERAGE FORM; and
COMMERCIAL PROPERTY COVERAGE PART;

if the policy covers a building that contains no more than 4 dwelling units, one of which is the insured's principal place of residence, or covers the insured's household personal property in a residential building, the following applies:

1. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

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

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

After coverage has been in effect for more than 60 days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

(1) Nonpayment of premium;

- (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Discovery of willful or reckless acts or omissions on your part that increase any hazard insured against;
- (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
- (6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the Delaware insurance laws; or
- (7) Real property taxes owing on the insured property have been delinquent for two or more years and continue delinquent at the time notice of cancellation is issued.

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2. The following Condition is added:

NONRENEWAL

- a. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 30 days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.
- b. Any notice of nonrenewal will include the reason(s) for nonrenewal and will be mailed or delivered to the first Named Insured at the last mailing address known to us.

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

3. If CANCELLATION CHANGES CP 02 99 is attached to the Commercial Property Coverage Part, Paragraph E.2. of that form is replaced by the following:

2. Pay property taxes that are owing and have been outstanding for more than two years following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

B. With respect to the:

COMMERCIAL
CRIME -

SAFE DEPOSITORY
LIABILITY COVERAGE
FORM M;

COMMERCIAL
CRIME -

LIABILITY FOR GUESTS'
PROPERTY PREMISES
COVERAGE FORM L;

COMMERCIAL
CRIME -

LIABILITY FOR GUESTS'
PROPERTY SAFE DEPOSIT
BOX COVERAGE FORM
K;

COMMERCIAL GENERAL LIABILITY
COVERAGE FORM;

COMMERCIAL
PROPERTY -

LEGAL LIABILITY
COVERAGE FORM;

COMMERCIAL
PROPERTY -

MORTGAGE HOLDER'S
ERRORS AND OMISSIONS
COVERAGE FORM;

FARM LIABILITY COVERAGE FORM;

LIQUOR LIABILITY COVERAGE FORM;

POLLUTION LIABILITY COVERAGE FORM; and
PRODUCTS/COMPLETED OPERATIONS
COVERAGE FORM;

the following Condition is added and super-
sedes any other condition to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
3. If notice of nonrenewal is mailed, it will be sent by certified mail.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISTRICT OF COLUMBIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy.

If this policy has been in effect for 30 days or less and is not a renewal of a policy we issued, we may cancel this policy for any reason.

If this policy has been in effect more than 30 days, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

1. You have refused or failed to pay a premium due under the terms of the policy;
2. You have made a material and willful misstatement or omission of fact to us or our employees, agents or brokers in connection with any application to or claim against us;

3. You have transferred your property or other interest to a person other than you or your beneficiary, unless the transfer is permitted under the terms of the policy; or

4. The property, interest or use of the property or interest has materially changed with respect to its insurability.

B. The following is added:

NONRENEWAL

We may elect not to renew this policy by mailing or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver the notice at least 30 days before the expiration of the policy. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

2. CANCELLATION OF POLICIES IN EFFECT:

a. FOR 90 DAYS OR LESS

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.

b. FOR MORE THAN 90 DAYS

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements within 90 days of the effective date of coverage;

(4) A substantial change in the risk covered by the policy; or

(5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in paragraph 2.b.

B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph A. 1. of the CANCELLATION Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation, subject to the following:

a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later.

b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

(1) 10 days from the date of mailing or delivering our notice, or

(2) The effective date of cancellation stated in the first Named Insured's notice to us.

B. The following is added to the CANCELLATION Common Policy condition and supercedes any other provisions to the contrary:

If we decide to:

1. Cancel or nonrenew this policy; or
2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. Change any policy provision which would limit or restrict coverage;

Then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. We will mail or deliver notice at least:

1. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
2. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
3. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance under the following:

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

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

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
- 2.a. We may cancel this policy by mailing to you written notice stating the reason for cancellation.
- b. If we cancel for nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
- c. If we cancel for a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
 - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the policy;
 - d. The risk originally accepted has measurably increased;
 - e. Certification of the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
 - f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

- B. The following is added and supercedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice stating the reason for nonrenewal no less than 60 days before the expiration date to:
 - a. You; and
 - b. The broker, if known to us, or the agent of record.
2. Even if we do not comply with these terms, this policy will terminate:
 - a. On the expiration date, if:
 - (1) You fail to perform any of your obligations in connection with the payment of the premium for the policy, or any installment payment, whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit; or
 - (2) We have indicated our willingness to renew this policy to you or your representative; or
 - (3) You have notified us or our agent that you do not want to renew this policy.
 - b. On the effective date of any other insurance replacing this policy.

C. Mailing of Notices

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME - LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT
BOX COVERAGE FORM K
COMMERCIAL CRIME - LIABILITY FOR GUESTS' PROPERTY PREMISES
COVERAGE FORM L
COMMERCIAL CRIME - SAFE DEPOSITORY LIABILITY COVERAGE FORM M
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY - LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY - MORTGAGE HOLDERS ERRORS AND OMISSIONS
COVERAGE FORM*
FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

* Under the MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM, the following condition applies only to Coverage C and Coverage D.

The following condition is added:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

2.a. Cancellation of Policies in Effect for 90 Days or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. Cancellation of Policies in Effect for More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;

(3) 45 days before the effective date of cancellation if:

(a) There has been a substantial change in the scale of risk covered by this policy; or

(b) Reinsurance of the risk associated with this policy has been cancelled.

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A. The CANCELLATION Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
 2. a. We may cancel this policy, by mailing or delivering to the first Named Insured and any loss payee written notice of cancellation at least:
 - (1) 30 days before the effective date of cancellation if we cancel due to loss of reinsurance coverage;
 - (2) 10 days before the effective date of cancellation if we cancel for any other reason.
 - b. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:
 - (1) loss of reinsurance, subject to d. below; or
 - (2) any other reason.
 - c. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;
 - (3) Acts or omissions by you that substantially change or increase the risk insured;
 - (4) Determination by the commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
 - (5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or
 - (6) Loss of reinsurance, subject to d. below.
 - d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the commissioner determines that such cancellation is justified.
3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.
 4. Notice of cancellation will state:
 - (1) The reason for cancellation; and
 - (2) The effective date of cancellation. The policy period will end on that date.

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5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.
- B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 45 days before the expiration date of this policy, except if:
 - a. We have offered to issue a renewal policy; or
 - b. You have failed to pay a premium due or any advance premium required by us for renewal.
2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

2.a. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reasons for cancellation, at least

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) This policy was issued because of material misrepresentation;

(3) You or any other insured violated any of the material terms and conditions of this policy;

(4) Unfavorable underwriting factors, specific to you, exist that were not present at the inception of this policy;

(5) A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or

(6) A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.

B. The following is added and supersedes any condition to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 60 days prior to the expiration of the policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS AND OKLAHOMA CHANGES - TRANSFER OF RIGHTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV), does not apply to COVERAGE C. MEDICAL PAYMENTS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KENTUCKY CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 BUSINESSOWNERS POLICY
 COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL CRIME COVERAGE PART *
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or to public employee dishonesty (Coverage Forms O and P).

A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

2. Cancellation of Policies in Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

B. The following is added to the CANCELLATION Common Policy Condition:

7. Cancellation of Policies in Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;

(4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

(6) We are unable to reinsure the risk covered by the policy; or

(7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

b. If we cancel this policy based on paragraph 7.a. above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:

- (1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or
- (2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in 7.a.(2) through 7.a.(7) above.

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C. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. For the purpose of this Condition:
 - a. Any policy period or term of less than 6 months shall be considered to be a policy period or term of six months; and
 - b. Any policy period or term of more than 1 year or any policy with no fixed expiration date shall be considered a policy period or term of 1 year.
2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.
3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.
4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.
6. If notice is mailed, proof of mailing is sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 BUSINESSOWNERS POLICY
 COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL CRIME COVERAGE PART*
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

A. Paragraphs 2. and 5. of the CANCELLATION Common Policy Condition are replaced by the following:

2. NOTICE OF CANCELLATION

a. CANCELLATION OF POLICIES IN EFFECT FOR FEWER THAN 60 DAYS AND NOT RENEWALS

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason, subject to the following:

(1) Cancellation for nonpayment of premium

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

(2) Cancellation for any other reason

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

b. CANCELLATION OF RENEWAL POLICIES AND NEW POLICIES IN EFFECT FOR 60 DAYS OR MORE

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) *Fraud or material misrepresentation* made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) *Activities or omissions* by you which change or increase any hazard insured against;
- (4) *Change in the risk* which increases the risk of loss after we issued or renewed this policy including an increase in exposure due to regulation, legislation, or court decision;
- (5) *Determination by the Commissioner of Insurance* that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
- (6) *The insured's violation or breach* of any policy terms or conditions; or
- (7) *Any other reasons* that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under this item 2.b., to the first Named Insured at least

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 20 days before the effective date of cancellation if we cancel for a reason described in 2.b.(2) through (7) above.

5. PREMIUM REFUND

If this policy is cancelled, we will send the first Named Insured any premium refund due, subject to paragraphs 5.a. and 5.b. The cancellation will be effective even if we have not made or offered a refund.

- a. If we cancel, the refund will be pro rata.
- b. If the first Named Insured cancels, the refund may be less than pro rata, and will be sent to the first Named Insured within 30 days after the effective date of cancellation.

- B. Paragraph f. of the MORTGAGE HOLDERS Condition in the Businessowners Policy and Commercial Property Coverage Part and paragraph 4.(f) of the Mortgage Holders Condition in the Farm Coverage Part is replaced by the following:

If we cancel this policy, we will give written notice to the mortgage holder at least

(1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(2) 20 days before the effective date of cancellation, if we cancel for any other reason.

- C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

- 1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
- 2. We need not mail or deliver this notice if:
 - a. We or another company within our insurance group have offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- 3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

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

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

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

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- b. 45 days before the effective date of cancellation if we cancel for any other reason.

2. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.

The following condition is added:

WHEN WE DO NOT RENEW

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 45 days before the expiration date. Even if we do not comply with these terms, this Coverage Part will terminate:

1. On the expiration date, if:

- a. You fail to perform any of your obligations in connection with the payment of premium for the Coverage Part or the renewal of the Coverage Part, or any installment payment, whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit;

- b. We have indicated our willingness to renew this Coverage Part to you or your representative;

- c. You have notified us or our agent that you do not want to renew this Coverage Part; or

2. On the effective date of any other insurance policy issued as a replacement for any insurance afforded by this Coverage Part, with respect to insurance to which both policies apply.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES

This endorsement modifies insurance provided under the following:

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

- A. The paragraph relating to prejudgment interest in SUPPLEMENTARY PAYMENTS (Section I) is replaced by the following:
Prejudgment interest awarded against the insured on that part of the judgment we pay.
- B. With respect to the DUTIES Condition (Section IV), notice to our authorized agent shall be considered notice to us.

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GLD054759

0049-GLD-000054759

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

A. The CANCELLATION Common Policy Condition is amended as follows:

1. Paragraph 1. is replaced by the following:

The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us or our authorized agent advance notice of cancellation.

2. Paragraph 3. is replaced by the following:

We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.

3. Paragraph 5. is replaced by the following:

If this policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.
- B.** The following provisions apply except when paragraph C. of this endorsement applies:
The CANCELLATION Common Policy Condition is replaced by the following:
- CANCELLATION**
1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
 2. We may cancel this policy, subject to the provisions of B.3. below, by first class mailing, or by delivery, of a written notice of cancellation to the first Named Insured and any agent, to their last mailing addresses known to us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 3. a. If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving notice at least:
 - (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation, if we cancel for any other reason.
- b.** If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
- (1) Nonpayment of premium;
 - (2) Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;
 - (3) An act or omission by you that substantially increases or changes the risk insured;
 - (4) Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;
 - (5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
 - (6) Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. Any notice of cancellation pursuant to this item shall advise the policyholder that he or she has 10 days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 5 business days after receipt of the appeal;

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- (7) A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or
- (8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. This provision for cancellation for failure to pay dues shall not be applicable to persons who are retired at 62 years of age or older or who are disabled according to social security standards.

Under this item B.3.b., we will give notice at least

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or
 - (2) 60 days before the effective date, if we cancel for a reason described in B.3.b.(2) through (8) above. The notice of cancellation will state the reason for cancellation.
4. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

C. The following applies with respect to coverage provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART**

- 1. If this Coverage Part covers buildings used for residential purposes (other than hotels or motels), and has been:
 - a. In effect for at least 60 days, or
 - b. Renewed by us,

paragraph A.6. of the CANCELLATION Common Policy Condition does not apply, and the following is added to the CANCELLATION Common Policy Condition:

We may not cancel this policy, except for:

- (1) Nonpayment of premium;
- (2) Misrepresentation or fraud made by you or with your knowledge:
 - (a) In obtaining this policy; or
 - (b) In connection with a claim under this policy;
- (3) An act or omission by you that materially increases the risk we originally accepted; or
- (4) A physical change in the Covered Property which:
 - (a) Is not corrected or restored within a reasonable time after it occurs; and
 - (b) Results in the property becoming uninsurable.

The notice of cancellation will contain the reason for cancellation.

- 2. When this Coverage Part covers buildings used for residential purposes (other than hotels or motels), and is a new policy which has been in effect fewer than 60 days, cancellation is subject to the terms of the CANCELLATION Common Policy Condition and is not subject to paragraph B. or paragraph C.1. of this endorsement.
- D. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail, by first class mail, or deliver written notice of nonrenewal to the first Named Insured and any agent, to their last mailing addresses known to us, at least 60 days before the expiration date.

We need not mail or deliver this notice if you have:

- 1. Insured elsewhere;
- 2. Accepted replacement coverage; or
- 3. Agreed not to renew this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES

This endorsement modifies insurance provided under the following:

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

- A. The EXAMINATION OF YOUR BOOKS AND RECORDS Common Policy Condition is replaced by the following:

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

- B. Paragraph 6. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (Section I) is replaced by the following:

6. Prejudgment interest awarded against the insured on that part of the judgment we pay.

- C. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is amended by the addition of the following:

Our rights do not apply against any person or organization insured under this or any other Coverage Part we issue with respect to the same "occurrence."

**NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN
INSOLVENCY UNDER THE MINNESOTA INSURANCE
GUARANTY ASSOCIATION LAW**

If the insurer who issued your property and casualty or liability insurance policy (includes homeowners and automobile insurance) becomes impaired or insolvent you are entitled to compensation for your policy from the assets of the insurer. The amount you recover will depend on the financial condition of the insurer.

In addition, residents of Minnesota who purchase property and casualty or liability insurance from insurance companies authorized to do business in Minnesota are protected, **SUBJECT TO LIMITS AND EXCLUSIONS**, in the event the insurer becomes financially impaired or insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

Minnesota Insurance Guaranty Association
4640 West 77th Street, Suite 342
Edina, Minnesota 55435
(612) 831-1908

The maximum amount the guaranty association will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to worker's compensation insurance. Coverage by the guaranty association is subject to other substantial limitations and exclusions and requires continued residency in Minnesota. If your claim exceeds the Guaranty Associations' limits you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The Guaranty Association assesses insurers licensed to sell property & casualty insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

THE COVERAGE PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON COVERAGE BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES FINANCIALLY INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

I have read the foregoing notice and received a copy for my records this _____ day of _____, 19____.

Applicant

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSISSIPPI CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL CRIME - LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX & line.
COVERAGE FORM K
COMMERCIAL CRIME - LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE & line.
FORM L
COMMERCIAL CRIME - SAFE DEPOSITORY LIABILITY COVERAGE FORM M
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least
 - a. 10 days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium; or
 - b. 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.
2. The notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Paragraph f. of the MORTGAGE HOLDERS condition, if any, is replaced by the following:

- f. If we cancel this policy, we will give written notice to the mortgage holder at least 30 days before the effective date of cancellation.

C. In the BUSINESSOWNERS Common Policy Conditions, paragraph 2.a. of the CANCELLATION condition, which provides for 5 days' notice of cancellation under certain circumstances, is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A. Paragraph 2. of the **CANCELLATION** Common Policy Condition is replaced by the following:

2.a. MIDTERM CANCELLATION

We may cancel this policy based on the provisions below, by mailing or delivering written notice to the first Named Insured at least 10 days before the effective date of cancellation:

- (1) If this policy has been in effect for less than 60 days, except as provided in 2.a.(3) below, we may cancel for any reason.
- (2) If this policy has been in effect for 60 days or more, we may cancel this policy prior to the expiration of the agreed term or prior to one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons:
 - a. Failure to pay a premium when due;
 - b. Material misrepresentation;
 - c. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
 - d. Substantial breaches of contractual duties, conditions or warranties;
 - e. Determination by the Commissioner of Insurance that continuation of the policy would place us in violation of the Montana Insurance Code;

f. Financial impairment of us; or

g. Such other reasons that are approved by the Commissioner of Insurance.

- (3) If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in 2.a.(2) above.

b. ANNIVERSARY CANCELLATION

We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

B. Paragraph 5. of the **CANCELLATION** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.

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C. Any WHEN WE DO NOT RENEW condition is deleted.

The following WHEN WE DO NOT RENEW condition is added:

1. If we elect not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations and agent, if any, a notice of intention not to renew at least 30 days before the agreed expiration date.

2. We need not mail or deliver this notice if:

- a. You have purchased insurance elsewhere;
- b. You have accepted replacement coverage;
- c. You have requested or agreed to nonrenewal; or
- d. This policy is expressly designated as nonrenewable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTANA CHANGES - CONFORMITY WITH STATUTES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following Condition is added:

Conformity with Montana statutes. The provisions of this policy or Coverage Part conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which you reside on or after the effective date of this policy or Coverage Part.

However, with respect to insurance provided under the COMMERCIAL AUTO COVERAGE PART, while a covered "auto" is away from Montana:

1. We will increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

2. We will provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.
3. No one will be entitled to duplicate payments for the same elements of loss.
- B. Any provision of this policy or Coverage Part (including endorsements which modify the policy or Coverage Part) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEBRASKA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A. Paragraphs 2. and 3. of the CANCELLATION Common Policy Condition are replaced by the following:

- 2.a. If this policy has been in effect for 60 days or less, we may cancel this policy for any reason.
- b. If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) The policy was obtained through material misrepresentation;
 - (3) Any insured has submitted a fraudulent claim;
 - (4) Any insured has violated the terms and conditions of this policy;
 - (5) The risk originally accepted has substantially increased;
 - (6) Certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all or a substantial part of the underlying risk insured; or
 - (7) The determination by the Director of Insurance that the continuation of the policy could place us in violation of the Nebraska Insurance Laws.

c. If we cancel this policy subject to 2.a. or 2.b. above, we will mail to the first Named Insured a written notice of cancellation, stating the reasons for cancellation, at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
2. 60 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail our notice by first class mail to the first Named Insured's last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

B. Paragraph 6. of the CANCELLATION Common Policy Condition does not apply.

C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured, at least 60 days prior to the expiration date of this policy.

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2. Any notice of nonrenewal will be mailed by first class mail to the first Named Insured's last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/92 forms a part of

policy No. GL 326-51-89 issued to HANSON INDUSTRIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

EMPLOYEE BODILY INJURY EXCLUSION

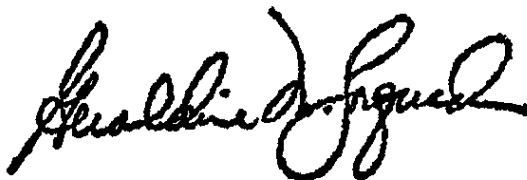
It is agreed that exclusion (e) relating to bodily injury to any employee is replaced by the following:

(e) "bodily injury" to:

- (1) an employee of the insured arising out of and in the course of employment by the insured;
- (2) a past, present or prospective employee of the insured, arising from any employment action, practice or policy of the insured including but not limited to that on hiring or firing, promotion or demotion, performance evaluation, compensation, disciplinary action, retirement, layoff or transfer, or
- (3) any relative or member of the family of that past, present, or prospective employee as a consequence of (1) or (2) above.

This exclusion applies:

- (1) whether the insured is or may be held liable as an employer or in any other capacity; and
- (2) to any obligation to share damages with or repay someone else who must pay damages because of the injury.



AUTHORIZED REPRESENTATIVE

46460(9/87)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

**A. Paragraphs 2. and 3. of the CANCELLATION
Common Policy Condition are replaced by
the following:**

- 2.a. We may cancel this policy by mailing or delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
- (1) 10 days before the effective date of cancellation if we cancel for:
 - (a) Nonpayment of premium; or
 - (b) Substantial increase in hazard;
 - (2) 60 days before the effective date of cancellation if we cancel for any other reason.
- b. If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
- (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or
 - (3) Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.

3. We will mail or deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

- a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
- b. Certified mail if cancellation is for any other reason.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.
2. However, we need not mail or deliver this notice if:
 - (a) We have indicated a willingness to renew;
 - (b) We refuse to renew due to nonpayment of premium;
 - (c) You do not pay any advance premium required by us for renewal; or
 - (d) Any property covered in this policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the CANCELLATION
Common Policy Condition are replaced by
the following:

**2.a. CANCELLATION OF POLICIES IN EF-
FECT 60 DAYS OR LESS**

We may cancel this policy by mailing
or delivering to the first Named In-
sured written notice of cancellation at
least:

- (1) 30 days before the effective date
of cancellation if we cancel for any
reason not included in paragraph
A.2.a.(2) below.
- (2) 15 days before the effective date
of cancellation if we cancel for any
of the following reasons:
 - (a) Nonpayment of premium;
 - (b) Conviction of a crime arising out
of acts increasing the hazard
insured against;
 - (c) Discovery of fraud or material
misrepresentation in the obtaining
of the policy or in the presen-
tation of a claim;
 - (d) After issuance of the policy or
after the last renewal date, dis-
covery of an act or omission,
or a violation of any policy
condition, that substantially and
materially increases the hazard
insured against, and that oc-
curred subsequent to inception
of the current policy period;

(e) Material physical change in the
property insured, occurring after
issuance or last annual renewal
anniversary date of the policy,
that results in the property be-
coming uninsurable in accordance
with our objective, uniformly
applied underwriting standards in
effect at the time the policy
was issued or last renewed; or
material change in the nature or
extent of the risk, occurring
after issuance or last annual re-
newal anniversary date of the
policy, that causes the risk of
loss to be substantially and
materially increased beyond that
contemplated at the time the
policy was issued or last re-
newed;

(f) Required pursuant to a determi-
nation by the Superintendent that
continuation of our present
premium volume would jeopard-
ize our solvency or be hazardous
to the interest of our
policyholders, our creditors or
the public;

(g) A determination by the Super-
intendent that the continuation
of the policy would violate, or
would place us in violation of,
any provision of the Insurance
Code; or

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(h) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds.

b. CANCELLATION OF POLICIES IN EFFECT FOR MORE THAN 60 DAYS

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel this policy only for any of the reasons listed in paragraph A.2.a.(2) above provided we mail the first Named Insured written notice at least 15 days before the effective date of cancellation.

3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.

B. The following Conditions are added:

1. NONRENEWAL

If we decide not to renew this policy we will send notice as provided in paragraph B.3. below along with the reason for nonrenewal.

2. CONDITIONAL RENEWAL

If we conditionally renew this policy subject to a:

- a. Change of limits;
- b. Change in type of coverage;
- c. Reduction of coverage;
- d. Increased deductible;
- e. Addition of exclusion; or
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in paragraph B.3. below.

3. NOTICES OF NONRENEWAL AND CONDITIONAL RENEWAL

a. If we decide not to renew this policy or to conditionally renew this policy as provided in paragraphs B.1. and B.2. above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:

- (1) The expiration date; or
- (2) The anniversary date if this is a continuous policy.

b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

C. The following provisions apply when the COMMERCIAL PROPERTY COVERAGE PART or the FARM COVERAGE PART is made a part of this policy;

Items C.2. and C.3. apply if this policy meets the conditions of C.1.

1.a. The policy is issued or issued for delivery in New York State covering property located in this state; and

b. The policy insures:

- (1) for loss of or damage to structures, other than hotels or motels, used predominantly for residential purposes and consisting of no more than four dwelling units; or
- (2) for loss of or damage to personal property other than farm personal property or business property; or
- (3) against damages arising from liability for loss of, damage to or injury to persons or property, except liability arising from business or farming; and

- c. The portion of the annual premium attributable to the property and contingencies described in 1.b. exceeds the portion applicable to other property and contingencies.
2. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:
- 2.a. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
- (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- b. But if this policy:
- (a) Has been in effect for more than 60 days; or
 - (b) Is a renewal of a policy we issued:
- we may cancel this policy only for one or more of the following reasons:
- (1) Nonpayment of premium;
 - (2) Conviction of a crime arising out of acts increasing the risk of loss;
 - (3) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;
 - (4) Discovery of willful or reckless acts or omissions increasing the risk of loss;
 - (5) Physical changes in the covered property that make that property uninsurable in accordance with our objective and uniformly applied underwriting standards in effect when we:
 - (a) Issued the policy; or
 - (b) Last voluntarily renewed the policy;
 - (6) The Superintendent of Insurance's determination that continuing the policy would violate Chapter 28 of the Insurance Law; or

(7) Required pursuant to a determination by the Superintendent of Insurance that the continuation of our present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.

3. The following are added:

a. **CONDITIONAL CONTINUATION**

Instead of cancelling this policy, we may continue it on the condition that:

- (1) The policy limits be changed; or
- (2) Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mail or deliver to the first Named Insured written notice at least 20 days before the effective date of the change or elimination. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

b. **NONRENEWAL**

If, as allowed by the laws of New York State, we:

- (1) Do not renew this policy; or
- (2) Condition policy renewal upon:

- (a) Change of limits; or
- (b) Elimination of coverage;

we will mail or deliver written notice of nonrenewal or conditional renewal:

- (a) At least 45 days; but
- (b) Not more than 60 days;

before the expiration date of the policy. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

D. The following is added to the Farm Property Coverage Form and the COMMERCIAL PROPERTY COVERAGE PART:

When the property is subject to the Anti-Arson Application in accordance with New York Insurance Department Regulation No. 96, the following provisions are added:

Unless you return the completed, signed and affirmed anti-arson application to us:

1. Or our broker or agent within 45 days of the effective date of the policy, we will rescind the policy by giving:
 - a. 5 days written notice to you; and
 - b. 10 days written notice to the mortgage holder shown in the Declarations.
2. 15 days before the expiration date of the policy, we will not renew the policy. We will give written notice of nonrenewal:
 - a. To you at least 5 days before the expiration date of the policy; and
 - b. To the mortgage holder shown in the Declarations at least 10 days before the expiration of the policy.

These nonrenewal provisions supersede all other such provisions of this policy including this endorsement.

If the notice in 1. or 2. above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

E. The following applies to the COMMERCIAL PROPERTY COVERAGE PART and the FARM COVERAGE PART:

Paragraphs f. and g. of the MORTGAGE HOLDERS Condition are replaced by the following:

f. CANCELLATION

- (1) If we cancel this policy, we will give written notice to the mortgage holder at least:
 - (a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (b) 30 days before the effective date of cancellation if we cancel for any other reason.

- (2) If you cancel this policy, we will give written notice to the mortgage holder. With respect to the mortgage holder's interest only, cancellation will become effective on the later of:

- (a) The effective date of cancellation of the insured's coverage; or
- (b) 10 days after we give notice to the mortgage holder.

g. NONRENEWAL

- (1) If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.
- (2) If you elect not to renew this policy, we will give written notice to the mortgage holder. With respect to the mortgage holder's interest only, nonrenewal will become effective on the later of:
 - (a) The expiration date of the policy; or
 - (b) 10 days after we give notice to the mortgage holder.

F. The following provisions apply when the following are made a part of this policy:

**COMMERCIAL GENERAL LIABILITY
COVERAGE PART
FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS
LIABILITY COVERAGE PART**

1. If we send the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice as provided for in paragraph B.3. above, coverage will remain in effect at the same terms and conditions of this policy until sixty days after such notice is mailed or delivered, unless the first Named Insured elects to cancel sooner.
2. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with paragraph E.1. above.
3. The last sentence of LIMITS OF INSURANCE does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY COVERAGE PART

1. The following sentence of paragraph 1.a. of COVERAGES (Section I) is deleted:
We will have the right and duty to defend any suit seeking those damages.
The following is added to paragraph 1.a. of COVERAGES (Section I):
We will have the right and duty to defend any suit seeking those damages even if the allegations of the suit are groundless, false or fraudulent.
2. The following is added as paragraph e. to the DUTIES CONDITION (Section IV):
(e.) Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.
3. Any definition of "loading or unloading" does not apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following Condition is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Transfer of Duties When a Limit of Insurance Is Used Up.

- a. If we conclude that, based on "occurrences," offenses, claims or "suits" which have been reported to us and to which this insurance may apply, the:

- (1) General Aggregate Limit (other than the Products/Completed Operations Aggregate Limit);
- (2) Products/Completed Operations Aggregate Limit;
- (3) Personal and Advertising Injury Limit;
- (4) Each Occurrence Limit; or
- (5) Fire Damage Limit

is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.

- b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgments or settlements:

- (1) We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (a) Such a limit has actually been used up; and
 - (b) Our duty to defend "suits" seeking damages subject to that limit has also ended.
- (2) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

- (3) The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

- c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph b.(2) above.

The duty of the first Named Insured to reimburse us will begin on:

- (1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph a. above; or
- (2) The date on which we sent notice in accordance with paragraph b.(1) above, if we did not send notice in accordance with paragraph a. above.

- d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The LEGAL ACTION AGAINST US Condition (Section IV) is replaced by the following:

LEGAL ACTION AGAINST US

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

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured;
or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

**2.a. CANCELLATION OF POLICIES IN EFFECT
LESS THAN 60 DAYS**

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

**b. CANCELLATION OF POLICIES IN EFFECT
FOR 60 DAYS OR MORE**

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

- (1) Expiration of the policy term; or
- (2) Anniversary date,
stated in the policy only for one or more of the following reasons:
 - (a) Nonpayment of premium;
 - (b) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;

- (c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;
- (d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;
- (e) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;
- (f) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;
- (g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S.58-476;
- (h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;
- (i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or

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- (i) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by-laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least

- (i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

- (ii) 30 days before the effective date of cancellation if we cancel for any other reason.

c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.

d. We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.

B. The following provisions are added and supersede any other provisions to the contrary:

1. NONRENEWAL

- a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:

- (1) Expiration of the policy if this policy has been written for one year or less; or

- (2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.

b. We need not mail or deliver the notice of nonrenewal if you have:

- (1) Insured property covered under this policy, under any other insurance policy;

- (2) Accepted replacement coverage; or

- (3) Requested or agreed to nonrenewal of this policy.

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

2. The written notice of cancellation or nonrenewal will:

- a. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and

- b. State the reason or reasons for cancellation or nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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*This endorsement does not apply to coverage provided for employee Form A) or public employee dishonesty (Coverage Forms O and P).

A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

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

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
- (3) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;
- (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

(6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

(7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

(8) Loss of or substantial changes in applicable reinsurance.

B. The following are added to the Common Policy Conditions and supersede any provisions to the contrary:

1. NONRENEWAL

a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:

(1) The expiration date of this policy; or

(2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

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- b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
 - c. If notice is mailed:
 - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
 - d. If notice of nonrenewal is not mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
 - e. We will not provide notice of nonrenewal if:
 - (1) We, or another company within the same insurance group, have offered to issue a renewal policy; or
 - (2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
 - f. If we have provided the required notice of nonrenewal as described in B.1.a. above, and thereafter extend the policy for a period of 90 days or less, we will not provide an additional nonrenewal notice with respect to the period of extension.
- 2. PREMIUM OR COVERAGE CHANGES AT RENEWAL**
- a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.
 - b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:
 - (1) The expiration date of this policy; or
 - (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
 - c. If notice is mailed:
 - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
 - d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
 - e. If notice is not mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:
 - (1) 45 days after notice is given; or
 - (2) The effective date of replacement coverage obtained by the insured; whichever occurs first.

if the first Named Insured then elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
 - f. We will not provide notice of the following:
 - (1) Changes in a rate, plan or policy form which are applicable to an entire class of business; or
 - (2) Changes which are based upon the altered nature or extent of the risk insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 BUSINESSOWNERS POLICY
 COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL CRIME COVERAGE PART*
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

2. If this policy has been in effect for:

- a. Fewer than 60 days and is not a renewal policy, we may cancel for any reason.
- b. 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - (3) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
 - (4) Substantial breach of contractual duties, conditions or warranties;
 - (5) Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or
 - (6) Loss or decrease in reinsurance covering the risk.

c. 60 days or more or is a renewal policy, we may cancel for any other reason approved by the commissioner by rule, but only with respect to insurance provided under the following:

- (1) A package policy that includes commercial property and commercial liability insurance;
- (2) BUSINESSOWNERS POLICY;
- (3) COMMERCIAL AUTO COVERAGE PART;
- (4) COMMERCIAL CRIME - LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM K;
- (5) COMMERCIAL CRIME - LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM L;
- (6) COMMERCIAL CRIME - SAFE DEPOSITORY LIABILITY COVERAGE FORM M;
- (7) COMMERCIAL GENERAL LIABILITY COVERAGE PART;
- (8) COMMERCIAL PROPERTY COVERAGE PART - LEGAL LIABILITY COVERAGE FORM;
- (9) COMMERCIAL PROPERTY COVERAGE PART - MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM;

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- (10) FARM COVERAGE PART - FARM LIABILITY COVERAGE FORM;
 - (11) LIQUOR LIABILITY COVERAGE PART; or
 - (12) PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- B. Paragraph 3. of the CANCELLATION Common Policy Condition is amended by the addition of the following:
- 3. We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.
- C. The following is added to the CANCELLATION Common Policy Condition:
- 7. Number of Days' Notice of Cancellation
 - a. With respect to insurance provided under 2.c.(1) through (12) above, cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice.
 - b. With respect to insurance other than that provided under 2.c.(1) through (12) above, cancellation will not be effective until at least
 - (1) 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or
 - (2) 30 days after the first Named Insured receives our notice, if we cancel for any other reason.
- D. Paragraph 6. of the CANCELLATION Common Policy Condition does not apply.
- E. The following are added and supersede any provision to the contrary:
- 1. NONRENEWAL

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:

 - a. Expiration date of the policy; or
 - b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.

Nonrenewal will not be effective until at least 30 days after the first Named Insured receives our notice.
 - 2. MAILING OF NOTICES

If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts or omissions of the insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

- A. The CANCELLATION Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. CANCELLATION OF POLICIES IN EFFECT FOR LESS THAN 60 DAYS

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. NONRENEWAL

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. INCREASE OF PREMIUM

If we increase your renewal premium, we will mail or deliver to the first Named Insured:

- a. Written notice of our intent to increase the premium at least 60 days before the effective date of the premium increase; and
- b. An estimate of the increase at least 30 days before the effective date of premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/92 forms a part of

policy No. GL 326-51-89 issued to HANSON INDUSTRIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

PENNSYLVANIA EMPLOYEE BODILY INJURY EXCLUSION

It is hereby agreed that in the State of Pennsylvania exclusion (e) relating to bodily injury to any employee is replaced by the following:

(e) "Bodily Injury" to:

- (1) any employee of the insured arising out of and in the course of employment by the insured;
- (2) a past, present or prospective employee of the insured, arising from any employment action, practice or policy of the insured including but not limited to that on hiring or firing, promotion or demotion, performance evaluation, compensation, disciplinary action, retirement, layoff or transfer, or
- (3) any relative or member of the family of that past, present, or prospective employee as a consequence of (1) or (2) above.

This exclusion applies:

- (1) whether the insured may be held liable as an employer or because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.
- (2) to any obligation to share damages with or repay someone else who must pay damages because of the injury.



AUTHORIZED REPRESENTATIVE

46463(9/87)

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PENNSYLVANIA CHANGES – PESTICIDE APPLICATOR
AND DEALER COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the sale or use of pesticides, paragraph (1)(d)(i) of exclusion f. of COVERAGE A (Section I) does not apply if you and your employees are licensed or certified by a federal or state agency to sell or use pesticides.

The term pesticides refers to restricted use pesticides as defined in the Pennsylvania Pesticide Control Act of 1973.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Paragraphs 2. and 3. of CANCELLATION
Common Policy Condition are replaced by
the following:**

2. We may cancel this policy by mailing or
delivering to the first Named Insured and
the agent, if any, written notice of can-
cellation at least

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

b. 30 days before the effective date of
cancellation if we cancel for any other
reason.

3. We will mail or deliver our notice to the
first Named Insured's and agent's last
known addresses.

**B. The following is added to the CANCELLA-
TION Common Policy Condition:**

**7. CANCELLATION OF POLICIES IN EFFECT
FOR 90 DAYS OR MORE**

If this policy has been in effect for 90
days or more, or is a renewal or con-
tinuation of a policy we issued, we may
cancel this policy only for one or more
of the following reasons:

a. Nonpayment of premium;

b. Material misrepresentation of fact
which, if known to us, would have
caused us not to issue the policy;

c. Substantial change in the risk assumed,
except to the extent that we should
reasonably have foreseen the change
or contemplated the risk in writing the
policy;

d. Substantial breaches of contractual
duties, conditions or warranties; or

e. Loss of our reinsurance covering all
or a significant portion of the partic-
ular policy insured, or where contin-
uation of the policy would imperil our
solvency or place us in violation of
the insurance laws of South Carolina.

Prior to cancellation for reasons per-
mitted in this item e., we will notify
the Commissioner, in writing, at least
sixty days prior to such cancellation
and the Commissioner will, within thirty
days of such notification, approve or
disapprove such action.

Any notice of cancellation will state the
precise reason for cancellation.

**C. The following is added and supersedes any
provisions to the contrary:**

NONRENEWAL

1. If we decide not to renew this policy,
we will mail or deliver written notice of
nonrenewal to the first Named Insured
and agent, if any, at least 30 days before:

a. The expiration date of this policy, if
the policy is written for a term of
one year or less; or

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH DAKOTA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of CANCELLATION Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 20 days before the effective date of cancellation.

After 60 days from the effective date of policy issuance a notice of cancellation may not be issued unless it is based upon at least one of the following reasons as stated in South Dakota law:

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Discovery of acts or omissions on the part of the Named Insured which increase any hazard insured against;
- (4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;
- (5) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

- (6) A determination by the director of insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of South Dakota;

- (7) Your violation or breach of any policy terms or conditions; or

- (8) Such other reasons as are approved by the director of insurance.

B. The following condition is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal not less than 30 days before:

- a. The expiration date; or
- b. The anniversary date if this is a continuous policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENNESSEE CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or public employee dishonesty (Coverage Forms O and P).

A. The following is added to the CANCELLATION Common Policy Condition:

CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE.

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

1. Nonpayment of premium, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;
2. Your conviction of a crime increasing any hazard insured against;
3. Discovery of fraud or material misrepresentation on the part of either of the following:
 - a. You or your representative in obtaining this insurance; or
 - b. You in pursuing a claim under this policy;
4. Failure to comply with written loss control recommendations;
5. Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;

6. Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;

7. Your violation or breach of any policy terms or conditions; or

8. Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and agent, at least 60 days before the expiration date unless:

a. We have offered to issue a renewal policy; or

b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOTIVE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

A. The following is added to the CANCELLATION Common Policy Condition:

7. If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Material misrepresentation;
- (3) Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
- (4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first class mail.

B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.
2. We need not mail this notice if:
 - a. You have accepted replacement coverage;
 - b. You have requested or agreed to nonrenewal; or
 - c. This policy is expressly designated as nonrenewable.
3. If notice is mailed, proof of mailing is sufficient proof of notice.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The Legal Action Against Us Condition does not apply.

Any Condition titled:

Duties in the Event of Occurrence, Claim or Suit
Duties in the Event of Injury, Claim or Suit
Duties in the Event of A Pollution Incident, Claim or Suit
Insured's Duties in the Event of a Loss

requiring notice to us is amended to include:

"Notice to our authorized representative is notice to us."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The CANCELLATION Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation of Policies in Effect for Less than 60 Days.

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

- a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
b. Mailing or delivering the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation of Policies in Effect For 60 Days or More

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;

- b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;

- c. Violation of any provisions of this policy; or

- d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this policy for one of the reasons specified in paragraph 3., we will cancel only in the following manner:

- a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or

- b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES - POLLUTION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM (OCCURRENCE VERSION)

Schedule

Pollution Liability Aggregate Limit

A. The following is added to COVERAGES (Section 1):

COVERAGE D. POLLUTION BODILY INJURY AND PROPERTY DAMAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" included within the "pollution liability hazard" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. The "bodily injury" or "property damage" must occur during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence." The "occurrence" must take place in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages. But:

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

- (2) We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result; and

- (3) Our right and duty to defend end when we have used up the Pollution Liability Aggregate Limit in the payment of judgments or settlements.

- b. This insurance applies to "bodily injury" and "property damage" only if a claim for damages because of the "bodily injury" or "property damage" is first made against any insured during the policy period.

- (1) A claim by a person or organization seeking damages will be deemed to have been made when notice of such claim is received and recorded by any insured or by us, whichever comes first.

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- (2) All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury," will be deemed to have been made at the time the first of those claims is made against any insured.

- (3) All claims for damages because of "property damage" causing loss to the same person or organization as a result of an "occurrence" will be deemed to have been made at the time the first of those claims is made against any insured.

- (4) All claims for injury or damage arising out of a discharge, release or escape of pollutants, including all injury or damage arising out of all subsequent exposure of persons and property to such pollutants, shall be deemed to have been made at the time the first of those claims is made against any insured.

2. Exclusions

This insurance does not apply to:

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

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

- (1) Assumed in a contract or agreement that is an "insured contract;" or
- (2) That the insured would have in the absence of the contract or agreement.

COMMERCIAL GENERAL LIABILITY

- (a) premises you own, rent or occupy; or
- (b) any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES - STATUTORY LIABILITY

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL CRIME - SAFE DEPOSITORY LIABILITY COVERAGE FORM
COMMERCIAL CRIME - LIABILITY FOR GUEST'S PROPERTY PREMISES COVERAGE FORM
COMMERCIAL CRIME - LIABILITY FOR GUEST'S PROPERTY SAFE DEPOSIT BOX COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY - LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY - MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

- A. In addition to paying and satisfying judicial judgments rendered against you* in consequence of claims to which this Coverage Part applies, we will protect you* against the levy of executions issued on such judgments or claims against you*.
- B. We may, without your* consent, continue litigation after a judgment has been rendered with respect to your* legal liability under this Coverage Part for damages in particular instance. In that event, no limitation of our liability will be valid where the matter of that litigation is concerned.
- C. Under Coverage Forms to which this endorsement applies any legal action against us to recover for loss under this Coverage Part must be brought within one year after amount of loss is finally established. The amount of loss can be established only by:
1. Judicial judgment; or
 2. An agreement between the parties involved with our written consent.
- D. In the event of your* bankruptcy or insolvency, an injured person or claimant who has obtained a judgment against you* may bring suit against us, provided:
1. The judgment was for damages covered by this policy; and
 2. The suit is for damages in amounts no greater than the applicable Limits of Insurance of this policy.
- E. Payment by you* of any judicial judgment or claim for any of our liability under this Coverage Part will not deprive you* of the right to bring action against us.
- * For the Businessowners Policy, Commercial General Liability Coverage Part, Farm Coverage Part, Liquor Liability Coverage Part, Owners and Contractors Protective Liability Coverage Part, Pollution Liability Coverage Part, Products/ Completed Operations Liability Coverage Part and Railroad Protective Liability Coverage Part, the word "you" is replaced by the term "the insured" and the word "your" is replaced by the term "the insured's."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES - CANCELLATION

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME - SAFE DEPOSITORY LIABILITY COVERAGE FORM
COMMERCIAL CRIME - LIABILITY FOR GUESTS' PROPERTY - PREMISES COVERAGE FORM
COMMERCIAL CRIME - LIABILITY FOR GUESTS' PROPERTY - SAFE DEPOSIT BOX COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2. and 3. and 5. of the CANCELLATION Common Policy Condition are replaced by the following:
2. We may cancel this policy by mailing or delivering to you written notice of cancellation, stating the reason for cancellation, at least:
 - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
 3. We will send written notice by registered or certified mail or deliver written notice to your last mailing address known to us.
 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will generally be 90% of pro rata. The cancellation will be effective even if we have not made or offered a refund.
- B. The following is added and supersedes any other provision to the contrary:
- NONRENEWAL**
1. If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to you, stating the reason for nonrenewal, at least:
 - a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b. 45 days before the expiration date if the nonrenewal is for any other reason.
 2. We will send written notice by registered or certified mail or deliver written notice of nonrenewal to your last mailing address known to us.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES - AUTO/MOBILE EQUIPMENT AND NONOWNED WATERCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Definition 2. "Auto" of DEFINITIONS is replaced by the following:
"auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;
2. Definition 8. "Mobile Equipment" of DEFINITIONS is replaced by the following:
"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 you, 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.
3. Paragraph (4) of Exclusion g. of COVERAGE A (Section I) is replaced by the following:
(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft, watercraft or "autos;" or
4. Paragraph (5) of exclusion g. of COVERAGE A (Section I) does not apply.
5. The following is added to WHO IS AN INSURED (Section II):
(5) With respect to watercraft that you do not own that is less than 26 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2., 3. and 5. of the CANCELLATION Common Policy Condition is replaced by the following:
2. We may cancel this policy by mailing or delivering to you written notice of cancellation, stating the reason for cancellation, at least:
 - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
 3. We will mail or deliver written notice to your last mailing address known to us. If notice is mailed, it will be sent by ordinary mail for which a Certificate of Mailing has been obtained, or by registered or certified mail.
 5. a. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be 90% of pro rata unless otherwise specified in our filed manual rules. The cancellation will be effective even if we have not made or offered a refund.
b. We will send any premium refund to the first Named Insured.
- B. The following is added to the CANCELLATION Common Policy Condition with respect to the Farm Property Coverage Form:
- If the Farm Property Coverage Form covers an owner-occupied dwelling and is a renewal with us (or if not a renewal, has been in effect for 90 days or more), we may cancel such Coverage Form only for one or more of the following reasons:
1. Failure to pay the premium when due;
 2. Conviction of a crime arising out of acts increasing the probability that a peril insured against will occur;
 3. Discovery of fraud or material misrepresentation;
 4. Willful or reckless acts or omissions increasing the probability that a peril insured against will occur as determined from a physical inspection of the insured premises; or
 5. Physical changes in the property which result in the property becoming uninsurable as determined from a physical inspection of the insured premises.
- C. The last paragraph of the INSPECTIONS AND SURVEYS Common Policy Condition is replaced by the following:
- This Condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.
- D. The following is added and supersedes any other provision to the contrary:
- NONRENEWAL**
1. If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to you, stating the reason for nonrenewal, at least:
 - a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b. 45 days before the expiration date if the nonrenewal is for any other reason.
 2. We will mail or deliver written notice of nonrenewal to your last mailing address known to us. If notice is mailed, it will be sent by ordinary mail for which a Certificate of Mailing has been obtained, or by registered or certified mail.

3. If this policy covers an owner-occupied dwelling under the Farm Property Coverage Form and is written for a policy period of less than one year, we will not refuse to renew such Coverage Form except as of the expiration date of a policy period which coincides with the end of an annual period commencing with its original effective date.
- E. For insurance provided under the COMMERCIAL PROPERTY or FARM COVERAGE PART, the following are added to the APPRAISAL Loss Condition and supersede any provision to the contrary:
- You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal.
 - If the appraisers do not agree on the selection of an umpire within 15 days, they must request selection of an umpire by a judge of a court having jurisdiction.
 - If we make written demand for an appraisal of the loss, we will pay you for the reasonable cost of your chosen appraiser, and for your portion of the cost of the umpire.
- F. Paragraph a. of the DUTIES IN THE EVENT OF LOSS OR DAMAGE Loss Condition:
- Does not apply under the COMMERCIAL PROPERTY COVERAGE PART, and
 - Is replaced in the FARM PROPERTY COVERAGE FORM, MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM and LIVESTOCK COVERAGE FORM by the following:
 - Notify the police in the event of theft.
- G. For insurance provided under the COMMERCIAL PROPERTY COVERAGE PART, the following applies to the Value Reporting Form: Subparagraph a. (1) of paragraph 4. Failure to Submit Reports is replaced by the following:
- (1) We will not pay more than 90% of the amount we would otherwise have paid; and
- H. For insurance provided under the following Coverage Parts:
- COMMERCIAL GENERAL LIABILITY
POLLUTION LIABILITY
PRODUCTS/COMPLETED OPERATIONS LIABILITY
- The definition "AUTO" of DEFINITIONS is replaced by the following:
- "auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;
- I. For insurance provided under the following:
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART or
FARM LIABILITY COVERAGE FORM
- The definition "MOBILE EQUIPMENT" of DEFINITIONS is replaced by the following:
- "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 you, 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.

J. For insurance provided under the COMMERCIAL GENERAL LIABILITY COVERAGE PART the following applies:

1. Paragraph (4) of Exclusion g. of COVERAGE A (Section I) is replaced by the following:

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

2. Paragraph (5) of exclusion g. of COVERAGE A (Section I) does not apply.

3. The following is added to WHO IS AN INSURED (Section II):

(5) With respect to watercraft that you do not own that is less than 26 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission.

K. Under Section D. Additional Coverages, in the FARM PROPERTY COVERAGE FORM:

No deductible applies to D.3., Cost of Restoring Farm Operations Records, or to D.4., Extra Expense.

L. Under EXCLUSIONS in the FARM PROPERTY COVERAGE FORM, MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM and LIVESTOCK COVERAGE FORM, the intentional Loss exclusion is replaced by the following:

We do not provide coverage for an "insured" who commits or directs an act with the intent to cause a loss.

M. In the FARM PROPERTY COVERAGE FORM, the following Loss Condition pertaining to valuation of property is added:

In the event of loss of or damage to awnings, carpeting, domestic appliances or outdoor equipment, whether or not attached to buildings, we will settle at actual cash value, but will not pay more than the amount necessary for repair or replacement.

N. In the FARM PROPERTY COVERAGE FORM - Coverage C - Household Personal Property/3. Special Limits of Insurance Under Coverage C:

Paragraphs a., f. and g. are replaced by the following:

a. \$200 on gold other than goldware or goldplated ware, "money," platinum, and silver other than silverware or silverplated ware;

f. (1) \$2,500 on property, on the "residence premises," used at any time or in any manner for any business purpose other than farming;

(2) \$250 on an "insured's" property, off the "residence premises," that is used at any time or in any manner for any business purpose other than farming;

g. In the event of loss by theft:

(1) \$1,000 on furs, jewelry, precious and semi-precious stones, and watches;

(2) \$2,500 on goldware, goldplated ware and pewterware; this property includes platedware, flatware, hollowware, tea sets, trays, trophies and the like; also other utilitarian items made of or containing gold or pewter; and

(3) \$2,000 on firearms.

O. Under item B.3. Covered Causes of Loss - SPECIAL, in the FARM PROPERTY COVERAGE FORM, paragraph c. is replaced by the following:

c. The Covered Causes of Loss - SPECIAL do not apply to loss of or damage to

(1) "Livestock,"

(2) "Poultry,"

(3) Bees;

(4) Fish;

(5) Worms;

(6) Other animals;

(7) Hay; or

(8) Trees, shrubs, plants or lawns.

P. In the FARM PROPERTY COVERAGE FORM, paragraph b. of Loss Condition 8., Other Insurance, is replaced by the following:

b. If there is other insurance covering the same loss or damage, other than that described above in paragraph 8.a., we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

Q. In the FARM LIABILITY COVERAGE FORM, under Section I - Coverages/Additional Coverages, paragraph b. (of item 1. Supplementary Payments - Coverages H and I) is replaced by the following:

b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Coverage H applies. We do not have to furnish these bonds.

R. In the FARM LIABILITY COVERAGE FORM, the second paragraph of item 3. of Section II - Limits of Insurance is replaced by the following:

Included within the Each Occurrence Limit is a special Limit of Insurance of \$10,000, which is the most we will pay for all damages (except those damages excluded by means of 2.e.(2) and 2.f.(2) of SECTION I - Coverage H, Exclusions) that the "insured" becomes legally obligated to pay because of statutorily imposed vicarious parental liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES - AMENDMENT OF POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

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

1. The following is added to the CANCELLATION Common Policy Condition:

7. If this Coverage Part has been in effect for 60 days or more or is a renewal, except as provided in paragraph 8. below, we may cancel this Coverage Part only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Material misrepresentation;
- c. Substantial change in the risk assumed except to the extent that we should have foreseen the change or contemplated the risk in writing this Coverage Part; or
- d. Substantial breaches of contractual duties, conditions or warranties.

This agreement will apply to each successive policy period for which we consent to renew or continue this Coverage Part.

8. We are not obligated to renew or continue this Coverage Part beyond the expiration date of any annual period beginning with its original effective date, provided that, if this Coverage Part is written:

- a. Without a fixed expiration date; or
- b. For a policy period of longer than one year.

we may terminate this Coverage Part effective on the expiration of any such annual period by mailing or delivering to the first Named Insured written notice of such termination not less than 60 days prior to the expiration of such annual period. If notice is mailed, proof of mailing will be sufficient proof of notice.

Even if we have not complied with the above provisions, this Coverage Part will end on the effective date of any other insurance policy issued as a replacement for any insurance afforded by this Coverage Part, with respect to any such insurance to which both such policies apply.

We may terminate this Coverage Part because of termination of an insurance marketing intermediary's contract with us,

but only if the notice of termination contains an offer to continue this Coverage Part with us if we receive a written request from the first Named Insured prior to the termination date.

2. The following is added to CHANGES (Common Policy Conditions):

If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

- a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or
- b. The agent later learns of this fact in the course of his dealings as an agent with you.

Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

3. The LEGAL ACTION AGAINST US Condition (Section IV) does not apply.

4. The following is added to Condition 6. REPRESENTATIONS (Section IV):

No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Part affects our obligation under this Coverage Part unless:

- a. We rely on it and it is either material or made with intent to deceive; or
- b. The facts misrepresented or falsely warranted contribute to the loss.

No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach:

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- a. Exists at the time of the loss; and
- b. Either increases the risk at the time of the loss or contributes to the loss.

The provisions of this condition do not apply to nonpayment of premium.

5. Condition 8, TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV) is replaced by the following:

In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

6. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.

The following Condition is added:

WHEN WE DO NOT RENEW

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date. Even if we do not comply with these terms, this Coverage Part will terminate:

- 1. On the expiration date, if the first Named Insured has notified us that he does not want to renew this Coverage Part; or
- 2. On the effective date of any other insurance policy issued as replacement for any insurance afforded by this Coverage Part, with respect to insurance to which both policies apply.

We may refuse to renew this Coverage Part because of termination of an insurance marketing intermediary's contract with us, but only if the notice of nonrenewal contains an offer to renew this Coverage Part with us if we receive a written request from the first Named Insured prior to the renewal date.

If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

- 1. Given you written notice of the renewal or continuation premium, not more than 60 days nor less than 10 days prior to the due date of the premium; and
- 2. Stated clearly in the notice the effect of nonpayment of premium by the due date.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.

B. With respect to the:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL CRIME COVERAGE PART -
EXCEPT COVERAGE FORMS A AND B
COMMERCIAL GENERAL LIABILITY
COVERAGE PART
COMMERCIAL PROPERTY - LEGAL LIABILITY
COVERAGE FORM CP 00 40
COMMERCIAL PROPERTY - MORTGAGE
HOLDERS ERRORS AND OMISSIONS
COVERAGE FORM CP 00 70
FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS
LIABILITY COVERAGE PART;

the following Cancellation and Nonrenewal provisions apply:

1. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

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

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

b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:

(1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;

(2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;

(3) We become insolvent; or,

(4) We involuntarily lose reinsurance for this policy.

c. 60 days before the effective date of cancellation if we cancel for any other reason.

N17556.44

GLD054808

0049-GLD-000054808

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES - GUARANTY ASSOCIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

Missouri Property and Casualty Insurance Guaranty Association Coverage Limitations

- A. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- B. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
1. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the date the insurer becomes insolvent.

If the insured prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.

2. Payments made by the Association for covered claims will include only that amount of each claim which is:
 - a. In excess of \$100; and
 - b. Less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$10,000.

These limitations have no effect on the coverage we will provide under this policy.

POLICY NUMBER: GL 326-51-89

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days 60

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

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

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

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

b. The number of days shown in the Schedule before the effective date of cancellation if we cancel for any other reason.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under COVERAGE A (Section II) is replaced by the following:

f.(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

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

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

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

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

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/92 forms a part of

policy No. GL 326-51-89 issued to HANSON INDUSTRIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ASBESTOS EXCLUSION ENDORSEMENT

It is hereby understood and agreed that such insurance as is afforded by the Company, Policy #
GL 326-51-89, for Bodily Injury Liability and Property Damage Liability is subject to the following exclusion:

This insurance does not apply to any liability for property damage, bodily injury, sickness, disease, occupational disease, disability, shock, death, mental anguish and mental injury at any time arising out of the manufacture of, mining of, use of, sales of, installation of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of damages arising out of such property damage, bodily injury, sickness, disease, occupational disease, disability, shock, death, mental anguish and mental injury at any time as a result of the manufacture of, mining of, use of, sales of, installation of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

It is further understood and agreed that the company is not obligated to defend any suit or claim against the insured alleging bodily injury or property damage and seeking damages, if such suit or claims arises from bodily injury or property damage resulting from or contributed to, by any and all manufacture of, mining of, use of, sales of, installation of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.



AUTHORIZED REPRESENTATIVE

42833(8/85)

GLD054812
0049-GLD-000054812

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

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

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

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

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

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

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

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

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

2. As used in this endorsement:

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

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

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

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

N17556.46

GLD054813

0049-GLD-000054813

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES - EXCLUSION-ALCOHOLIC BEVERAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

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

1. The furnishing of alcoholic beverages to a person under the legal drinking age; or
2. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

SURCHARGE/TAX SCHEDULE

EFFECTIVE DATE: 10/01/92

NAMED INSURED: HANSON INDUSTRIES

POLICY NO.: GL 326-51-89

	<u>STATE</u>	<u>SURCHARGE/TAX</u>
KENTUCKY		85,658
NEW JERSEY		2,976

GLD054815
0049-GLD-000054815