CERTIFICATE OF EXCESS INSURANCE NO. XPL 9388

Especially Prepared for

THE ANACONDA COMPANY INC.

By

INSURANCE COMPANY OF NORTH AMERICA

Expires:

October 19, 1975

N11038

11/14 AL

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

Attached to and hereby made a part of
Certificate of Excess Insurance No. XPL 9388

DECLARATIONS

New York - 505 (P-EQ) 380083 Johnson & Higgins Renewal of XPL 9270

Item 1.
Name of Insured — The Anaconda Company Inc.

Item 2.
Address — 25 Broadway
New York, N.Y. 10004

Item 3. Certificate Term — From: 10/19/74
To: 10/19/75
12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary Insurance —

Primary Carriers	Policy Numbers	Policy Periods
1) Home Ins. Co.	HEC 9794705	10/19/74-75

Item 5. Description of Primary Insurance — Umbrella Liability Policy
Limit of Liability - $10,000,000. C/S/L
Excess of Primary

Item 6. Description of Excess Insurance — Excess of Home Umbrella
$10,000,000 C/S/L Excess of above

Item 7. Premium — Flat charge of $5,000.00 for the policy period.

Item 8. attached hereto and made a part hereof:
No. 1 — Nuclear Energy Liability Exclusion Endorsement (Form LC-1012)
2- LC 1454

AID 010819

This is a certificate of excess insurance issued by INSURANCE COMPANY OF NORTH AMERICA (herein called INA) to the party or parties named in the declarations made a part hereof (herein called the Insured).

A. WHEREAS, the primary carriers have issued to the Insured policies of insurance listed in Item 4 (Primary Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the primary insurance) which are providing the insurance described in Item 5 (Description of Primary Insurance) of the declarations.

B. NOW, this certificate is to idemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 6 (Description of Excess Insurance) of the declarations.

C. The insurance afforded by this certificate shall follow that of the primary insurance except:

(1) anything in this certificate or the primary insurance to the contrary notwithstanding, INA shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but INA shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve INA, in which event the Insured and INA shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of INA without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and INA, then, the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, INA will indemnify the Insured for such payment, or, INA will, upon request of the Insured, pay such amount to the claimant on behalf of the Insured; (2) the insurance afforded by this certificate shall not apply to any expenses for which insurance is provided in the primary insurance; (3) where amended by endorsement attached hereto.

D. The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate.

E. INA shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.

F. This certificate may be canceled by the Insured by surrender thereof to INA or any of its authorized agents, or by mailing to INA written notice stating when thereafter such cancelation shall be effective, it being agreed, however, that in the event of cancelation or termination of the primary insurance, this certificate, to the extent of such cancelation or termination, shall cease to apply at the same time without notice to the Insured. This certificate may be canceled by INA by mailing to the first Named Insured at the address shown herein written notice stating when, not less than thirty (30) days thereafter, such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the term of this certificate. Delivery of such written notice either by the Insured or by INA shall be equivalent to mailing.

G. If the period of the primary insurance is not concurrent with the terms of this certificate, it is agreed that for the purpose of determining INA's liability for loss in excess of the aggregate limits where applicable, of the primary insurance, only loss happening during the term of this certificate shall be included.

IN WITNESS WHEREOF, INSURANCE COMPANY OF NORTH AMERICA has caused this certificate to be signed by its President and Secretary-Treasurer at Philadelphia, Pennsylvania and countersigned by a duly authorized agent of the company.

Charles K. Cox
President

Countersigned:

[signature]
Agent

[signature]
Secretary-Treasurer

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

Endt. #1

Named Insured: The Anaconda Company Inc.

Effective: 10/19/74 Policy No. XPL 9388

Issued by: INSURANCE COMPANY OF NORTH AMERICA

(Name of Insurance Company)

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

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

ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

It is agreed that

I. The policy does not apply

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

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

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

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

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

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

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

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

II. As used in this endorsement

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

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

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

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

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

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

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

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

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

Authorized Agent

AID 010821

INA

EXCLUSION
(Contamination or Pollution)

Endt. #2

PEG

Named Insured The Anaconda Company Inc.

Effective 10/19/74 Policy No. XPL 9388

Issued by INSURANCE COMPANY OF NORTH AMERICA

(Name of Insurance Company)

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

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY INSURANCE— NEW YORK DEPARTMENT OF PUBLIC WORKS
STOREKEEPER'S INSURANCE

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

AID 010822

V F Liguori [signature]

Authorized Agent

11/14 AL

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

Attached to and hereby made a part of
Certificate of Excess Insurance No. XPL 9388

DECLARATIONS

New York - 505 (P-EQ) 380083 Johnson & Higgins Renewal of XPL 9270

Item 1.
Name of Insured — The Anaconda Company Inc.

Item 2.
Address — 25 Broadway
New York, N.Y. 10004

JOHNSON & HIGGINS
INSURANCE BROKERS
EMPLOYEE BENEFIT PLAN CONSULTANTS
95 WALL ST., NEW YORK 10005 • WH 4-3160

Item 3. Certificate Term — From: 10/19/74
To: 10/19/75
12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary Insurance —

Primary Carriers	Policy Numbers	Policy Periods
1) Home Ins. Co.	HEC 9794705	10/19/74-75

Item 5. Description of Primary Insurance — Umbrella Liability Policy
Limit of Liability - $10,000,000. C/S/L
Excess of Primary

Item 6. Description of Excess Insurance — Excess of Home Umbrella
$10,000,000 C/S/L Excess of above

Item 7. Premium — Flat charge of $5,000.00 for the policy period.

Item 8. Attached hereto and made a part hereof
[illegible] Endorsement (Form LC 1012)
2- LC 1454

LC 1182 15M 6/70 PTD IN U.S.A

AID 010823

This is a certificate of excess insurance issued by INSURANCE COMPANY OF NORTH AMERICA (herein called INA) to the party or parties named in the declarations made a part hereof (herein called the Insured).

A. WHEREAS, the primary carriers have issued to the Insured policies of insurance listed in Item 4 (Primary Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the primary insurance) which are providing the insurance described in Item 5 (Description of Primary Insurance) of the declarations.

B. NOW, this certificate is to idemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 6 (Description of Excess Insurance) of the declarations.

C. The insurance afforded by this certificate shall follow that of the primary insurance except:

(1) anything in this certificate or the primary insurance to the contrary notwithstanding, INA shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but INA shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve INA, in which event the Insured and INA shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of INA without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and INA, then, the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, INA will indemnify the Insured for such payment, or, INA will, upon request of the Insured, pay such amount to the claimant on behalf of the Insured; (2) the insurance afforded by this certificate shall not apply to any expenses for which insurance is provided in the primary insurance; (3) where amended by endorsement attached hereto.

D. The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate.

E. INA shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.

F. This certificate may be canceled by the Insured by surrender thereof to INA or any of its authorized agents, or by mailing to INA written notice stating when thereafter such cancelation shall be effective, it being agreed, however, that in the event of cancelation or termination of the primary insurance, this certificate, to the extent of such cancelation or termination, shall cease to apply at the same time without notice to the Insured. This certificate may be canceled by INA by mailing to the first Named Insured at the address shown herein written notice stating when, not less than thirty (30) days thereafter, such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the term of this certificate. Delivery of such written notice either by the Insured or by INA shall be equivalent to mailing.

G. If the period of the primary insurance is not concurrent with the terms of this certificate, it is agreed that for the purpose of determining INA's liability for loss in excess of the aggregate limits where applicable, of the primary insurance, only loss happening during the term of this certificate shall be included.

IN WITNESS WHEREOF, INSURANCE COMPANY OF NORTH AMERICA has caused this certificate to be signed by its President and Secretary-Treasurer at Philadelphia, Pennsylvania and countersigned by a duly authorized agent of the company.

Countersigned:

Charles K. Cox
President

Secretary-Treasurer

____
Agent

AID 010824

NUCLEAR [illegible] EXCLUSION ENDORSEMENT

[illegible]

Endt. #1

Named [illegible] **The Anaconda Company Inc.**

Effective **10/12/74** Policy No. **XPL [illegible]**

Issued by **INSURANCE COMPANY OF NORTH AMERICA**

The above is required to be [illegible] of the policy

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

ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL [illegible] AUTOMOBILE, COMPREHENSIVE [illegible] AND [illegible] COMPREHENSIVE PERSONAL [illegible]

It is agreed that

I. The policy does not apply

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

(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, [illegible] or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination [illegible]

(2) resulting from the [illegible] and with respect to which (a) any person or organization is required to maintain [illegible] Atomic Energy Act [illegible] or (b) the [illegible] indemnity from the [illegible] by the United States of America [illegible] with any person or organization.

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

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

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

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

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

II. As used in this endorsement

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

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

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

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

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

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

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

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

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

AID 010825

Authorized Agent

EXCLUSION
(Contamination or Pollution)

Endt. #2

Named Insured The Anaconda Company Inc.

Effective 10/19/74 Policy No XPL 3308

Issued by INSURANCE COMPANY OF NORTH AMERICA

(Name of Insurance Company)

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

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY INSURANCE— NEW YORK DEPARTMENT OF PUBLIC WORKS
STOREKEEPER'S INSURANCE

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

AID 010826

Authorized Agent

11/14 AL

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

Attached to and hereby made a part of
Certificate of Excess Insurance No. XPL 9388

DECLARATIONS

New York - 505 (P-EQ) 300083 Johnson & Higgins Renewal of XPL 9270

Item 1.
Name of Insured — The Anaconda Company Inc.

Item 2.
Address — 25 Broadway
New York, N.Y. 10004

JOHNSON & HIGGINS
INSURANCE BROKERS
EMPLOYEE BENEFIT PLAN CONSULTANTS
95 WALL ST., NEW YORK 10005 . WH 4-3160

Item 3. Certificate Term — From: 10/19/74
To: 10/19/75
12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary Insurance —

Primary Carriers	Policy Numbers	Policy Periods
1) Home Ins. Co.	HEC 9794705	10/19/74-75

Item 5. Description of Primary Insurance — Umbrella Liability Policy
Limit of Liability - $10,000,000. C/S/L
Excess of Primary

Item 6. Description of Excess Insurance — Excess of Home Umbrella
$10,000,000 C/S/L Excess of above

Item 7. Premium — Flat charge of $5,000.00 for the policy period.

Item 8. attached hereto and made a part hereof
... Exclusion Endorsement (Form LC-1012)
2- LC 1454

LC 1182 15M 6-70 PTD. IN U.S.A.

AID 010827

This is a certificate of excess insurance issued by INSURANCE COMPANY OF NORTH AMERICA (herein called INA) to the party or parties named in the declarations made a part hereof (herein called the Insured).

A. WHEREAS, the primary carriers have issued to the Insured policies of insurance listed in Item 4 (Primary Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the primary insurance) which are providing the insurance described in Item 5 (Description of Primary Insurance) of the declarations.

B. NOW, this certificate is to idemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 6 (Description of Excess Insurance) of the declarations.

C. The insurance afforded by this certificate shall follow that of the primary insurance except:

(1) anything in this certificate or the primary insurance to the contrary notwithstanding, INA shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but INA shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve INA, in which event the Insured and INA shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of INA without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and INA, then, the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, INA will indemnify the Insured for such payment, or, INA will, upon request of the Insured, pay such amount to the claimant on behalf of the Insured; (2) the insurance afforded by this certificate shall not apply to any expenses for which insurance is provided in the primary insurance; (3) where amended by endorsement attached hereto.

D. The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate.

E. INA shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.

F. This certificate may be canceled by the Insured by surrender thereof to INA or any of its authorized agents, or by mailing to INA written notice stating when thereafter such cancelation shall be effective, it being agreed, however, that in the event of cancelation or termination of the primary insurance, this certificate, to the extent of such cancelation or termination, shall cease to apply at the same time without notice to the Insured. This certificate may be canceled by INA by mailing to the first Named Insured at the address shown herein written notice stating when, not less than thirty (30) days thereafter, such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the term of this certificate. Delivery of such written notice either by the Insured or by INA shall be equivalent to mailing.

G. If the period of the primary insurance is not concurrent with the terms of this certificate, it is agreed that for the purpose of determining INA's liability for loss in excess of the aggregate limits where applicable, of the primary insurance, only loss happening during the term of this certificate shall be included.

IN WITNESS WHEREOF, INSURANCE COMPANY OF NORTH AMERICA has caused this certificate to be signed by its President and Secretary-Treasurer at Philadelphia, Pennsylvania and countersigned by a duly authorized agent of the company.

Countersigned:

Charles K. Cox
President

Secretary Treasurer

Agent

AID 010828

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT [illegible]

([illegible])

Endt. #1

Named Insured: The Anaconda Company Inc.

Effective: 10/19/74 Policy No. XPL [illegible]388

Issued by: INSURANCE COMPANY OF NORTH AMERICA

The above is [illegible] to the provisions of the policy

This endorsement modifies such insurance as is afforded by the provisions of the policy [illegible]

ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL [illegible] AUTOMOBILE, COMPREHENSIVE [illegible] AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

It is agreed that

I. The policy does not apply

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

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

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

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

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

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

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

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

II. As used in this endorsement

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

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

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

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

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

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

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

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

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

AID 010829

Authorized Agent

EXCLUSION
(Contamination or Pollution)

Endt. #2

Named Insured: The Anaconda Company Inc.

Effective: 10/19/74 Policy No: XPL 9388

Issued by: INSURANCE COMPANY OF NORTH AMERICA

(Name of Insurance Company)

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

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY INSURANCE— NEW YORK DEPARTMENT OF PUBLIC WORKS
STOREKEEPER'S INSURANCE

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

AID 010830

Authorized Agent

INA

[illegible]

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

Attached to and hereby made a part of
Certificate of Excess Insurance No. [illegible]

DECLARATIONS

New York - [illegible] Johnson & Higgins Renewal of [illegible]

Item 1.
Name of Insured — The Anaconda Company Inc.

Item 2.
Address — 25 Broadway, New York, N.Y. [illegible]

Item 3. Certificate Term — From: [illegible]
To: [illegible]
12:01 A.M., standard time at the address of the Insured as stated in Item 2 above.

Item 4. Primary Insurance —

Primary Carriers	Policy Numbers	Policy Periods
1) [illegible]	[illegible]	[illegible]

Item 5. Description of Primary Insurance — [illegible]

Item 6. Description of [illegible]

Item 7. [illegible]

Item 8. [illegible]

[illegible]

AID 010831

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

Endt. [illegible]

Name of Insured: The Anaconda Company Inc.

Effective: [illegible] Policy No. [illegible]

Issued by: INSURANCE COMPANY OF NORTH AMERICA
(Name of Insurance Company)

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

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

ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

It is agreed that:

I. The policy does not apply:

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

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

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

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

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

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

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

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

II. As used in this endorsement:

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

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

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

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

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

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

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

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

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

Authorized Agent

EXCLUSION
(Contamination or Pollution)

[illegible]

Named Insured [illegible] Company Inc.

Effective [illegible] Policy No [illegible]

Issued by [illegible] COMPANY OF [illegible] AMERICA
(Name of Insurance Company)

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

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY INSURANCE— NEW YORK DEPARTMENT OF PUBLIC WORKS
STOREKEEPER'S INSURANCE

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

[illegible]

[illegible] Printed in U.S.A.