

THE STATE OF SOUTH CAROLINA  
In the Supreme Court

---

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge

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C.A. No 2011-CP-10-00387

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**RECEIVED**

MAR 12 2020

S.C. SUPREME COURT

PCS Nitrogen, Inc. .... Petitioner,

v.

Continental Casualty Company, Admiral Insurance Company  
United States Fire Insurance Company, ACE Property & Casualty  
Insurance Company, Certain Underwriters at Lloyd's London, the  
Aviva Companies, the Winterthur Companies, Certain London  
Market Insurance Companies, Providence Washington Insurance  
Company (as Successor in Interest by way of Merger to Seaton  
Insurance Company, f/k/a Unigard Security Insurance, f/k/a  
Unigard Mutual Insurance Company), Berkshire Hathaway Specialty  
Insurance Company (f/k/a Stonewall Insurance Company),  
Lexington Insurance Company, Starr Indemnity & Liability  
Company (f/k/a Republic Insurance Company), First State Insurance  
Company, Century Indemnity Company (f/k/a California Union  
Insurance Company and Insurance Company of North America) ..... Respondents.

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**APPENDIX - VOLUME IV**

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THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge

C.A. No.: 2011-CP-10-00387  
Appellate Case No. 2016-001140

**RECEIVED**  
OCT 19 2016  
SC Court of Appeals

PCS Nitrogen, Inc.,.....Appellant,

vs.

Continental Casualty Company, Admiral Insurance Company,  
United States Fire Insurance Company, ACE Property & Casualty  
Insurance Company, Certain Underwriters at Lloyd's London, the  
Aviva Companies, the Winterthur Companies, Certain London  
Market Insurance Companies, Providence Washington Insurance  
Company (as Successor in Interest by way of Merger to Seaton  
Insurance Company, f/k/a Unigard Security Insurance, f/k/a  
Unigard Mutual Insurance Company), Berkshire Hathaway Specialty  
Insurance Company (f/k/a Stonewall Insurance Company),  
Lexington Insurance Company, Starr Indemnity & Liability  
Company (f/k/a Republic Insurance Company), First State Insurance  
Company, Century Indemnity Company (f/k/a California Union  
Insurance Company and Insurance Company of North America),.....Respondents.

**RECORD ON APPEAL  
VOLUME 3 OF 6**

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DECLARATIONS PAGE OF

- The Republic Insurance Company
- The Vanguard Insurance Company

GDU 1593  
RENEWAL OF NO.

GDU 2583

Declaration Items

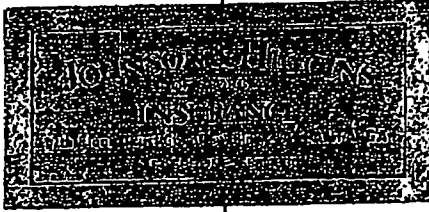
ITEM 1. Name and Address of Named Insured

Columbia Nitrogen Corporation, etal.  
 (See Endorsement No. 1)  
 P O Box 1483  
 Augusta, Georgia 30903

Business of Insured Fertilizers and Industrial Chemicals Manufacturer

ITEM 2. Policy Period: From April 1, 1979 to April 1, 1980 12:01 A.M.  
 standard time at the address of the Named Insured as stated herein.

ITEM 3. Underlying Insurance

Coverage	Limits of Liability
Sea Endorsement No. 2	
	

ITEM 4. Underlying Limits : 10,000.00 Self Insured Retention

ITEM 5. Limits of Liability - Ultimate Net Loss

: 10,000,000.00	each occurrence
: 10,000,000.00	aggregate

ITEM 6. Premium : 97,000.00 Minimum and Deposit

ITEM 7. Rate Adjustable at 7.661 per 100 W. C. Payroll

Countersigned   
 (Authorized Representative)

4-4-79BR

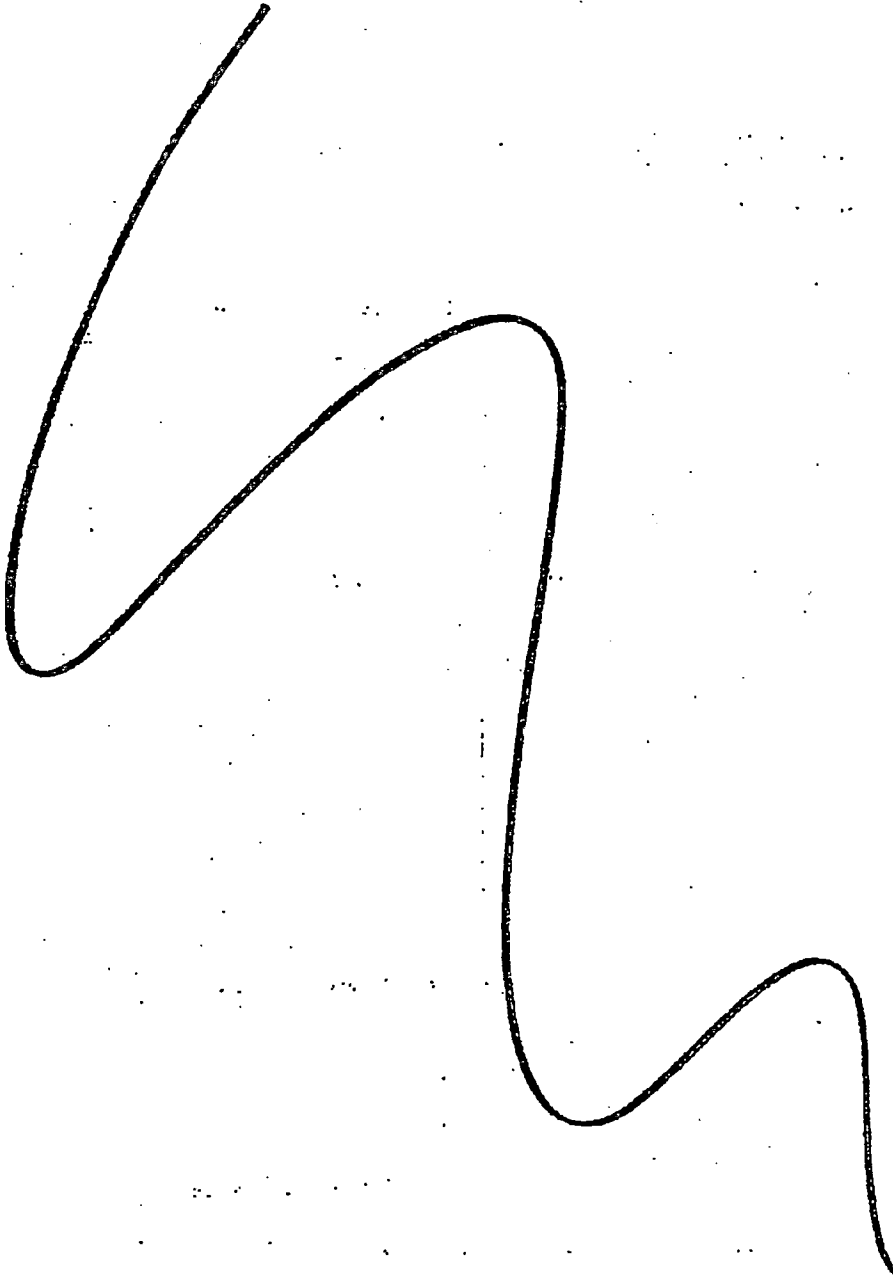
ORIGINAL

GDU 2583

DSM-016711

01/21/2009 02:59 PM

COVERAGE SUBJECT TO FOLLOWING EXCEPTIONS IF ANY:



DSM-016712

**CONFIDENTIAL**

2016-001140 Record on Appeal 901

REP001102

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

It is agreed that the policy does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) 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
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
4. As used in this endorsement

"hazardous properties" includes 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;

DSM-016713

CONFIDENTIAL

2016-001140 Record on Appeal 902

REP001103

"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 allowing of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises, where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

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

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

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

This endorsement forms a part of the policy, issued by the Company designated therein, to which it is attached and takes effect as of the effective date of said policy.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

REPUBLIC INSURANCE COMPANY

CDU 62

CAS DIV 371

DSM-016714

CONFIDENTIAL

2016-001140 Record on Appeal 903

REP001104

1058

01/21/2009 02:59 PM

GRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P O BOX 1880 HOUSTON, TEXAS 77001

Date Effective: April 1 197 9

Insured Columbia Nitrogen Corporation, etal.

Endorsement No. 1

NAMED INSURED

It is hereby understood and agreed that Named Insured is Completed to read:  
Columbia Nitrogen Corporation, Nipro, Inc., Columbia Communications Systems, Inc., and any owned, controlled, managed, affiliated or subsidiary companies or corporations as their respective interest may appear and/or joint ventures and/or partnerships in which any of the above mentioned are engaged, either as a participant therein or as a manager thereof or both.

All other terms and conditions remaining unchanged.

Attached to and forming part of ~~Coverage~~ Policy No. CDV 2583 Republic Insurance Company  
Houston, Texas. Gravens, Dargan & Company Special Risks

By 

4679 DIV 236

DSM-016715

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P O BOX 1860 HOUSTON, TEXAS 77002

Date Effective: April 1 197 9

Insured Columbia Nitrogen Corporation, etal.

Endorsement No. 2

It is hereby understood and agreed that as respects Item 3 - Underlying  
Insurance is Completed as follows:

COMPREHENSIVE GENERAL LIABILITY Including: Products Completed Operations Blanket Contractual Personal Injury (Gibraltar)	<u>BODILY INJURY AND PROPERTY DAMAGE</u> \$500,000.00 each occurrence \$500,000.00 aggregate Combined Single Limit
COMPREHENSIVE AUTOMOBILE LIABILITY (Travelers)	<u>BODILY INJURY AND PROPERTY DAMAGE</u> Combined Single Limit: \$500,000.00 each person \$500,000.00 each occurrence
EMPLOYERS LIABILITY (Employers Re)	\$5,000,000.00 each accident
MARITIME LIABILITY (Employers Re)	\$500,000.00 each person \$500,000.00 each occurrence
AIRCRAFT LIABILITY (INA)	\$20,000,000.00 each occurrence \$20,000,000.00 aggregate
FOREIGN COMPREHENSIVE GENERAL LIABILITY (Granite State)	Combined Single Limit \$500,000.00 each occurrence \$500,000.00 aggregate

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy CDU 2583 Republic Insurance Company

Houston, Texas.

Cravens, Dargan & Company Special Risks  
By [Signature]

CAS DIV 236  
4-4-79sr

DSM-016716

EFFECTIVE: April 1, 1979

INSURED: Columbia Nitrogen Corporation, etal.

ENDORSEMENT NO. 3

FOLLOW FORM ENDORSEMENT

In consideration of the premium charged, it is agreed that except insofar as such liability is covered by valid and collectible underlying insurance at the full limit of liability as described in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is afforded under said Underlying Insurance, this policy does not apply to;

- 1. The ownership, maintenance, operation or use of any Watercraft.
- X   2. The ownership, maintenance, operation or use of any Aircraft.
- 3. The ownership, maintenance, operation, use, loading or unloading of any Automobile as defined in (Insuring Agreement #6).
- 4. Personal Injury arising out of:
  - (a) false arrest, detention or imprisonment, or malicious prosecution,
  - (b) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy, except publications or utterances in the course of or related to advertising broadcasting or telecasting activities conducted by or on behalf of the named insured,
  - (c) wrongful entry or eviction, or other invasion of the right of private occupancy;
- 5. Any liability for Personal Injury or Property Damage arising out of Products or Completed Operations as defined in (Insuring Agreement #9).
- 6. Punitive Damages.
- X   7. Broad Form Property Damage, but only for such hazards for which coverage is afforded in the Underlying Insurance.
- 8. Any Liability assumed by the insured under any contract or agreement.

This endorsement applies only to those items preceded by "X".

Attached to and forming Part of Republic Insurance Company Policy No. CDU 2583

4-4-79sx

BY: 

CDU 65  
CAS/DIV 460

DSM-016717

01/21/2009 02:59 PM

EFFECTIVE: April 1, 1979

INSURED: Columbia Nitrogen Corporation, etal.

ENDORSEMENT NO. 4

EXCLUSION(S) ENDORSEMENT

In consideration of the premium charged for this policy, it is agreed the policy shall not apply to loss arising out of:

1. The ownership, maintenance, operation or use of any Watercraft.
2. The ownership, maintenance, operation or use of any Aircraft.
- X   3. Injury to or destruction of property of others in the Insured's care, custody, or control or property over which for any purpose the Insured is exercising physical control.
- X   4. Injury to or destruction of property leased to, rented to or occupied by the Insured.
- X   5. The discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.
6. Any liability for personal injury to the master or a member of the crew of any vessel.
7. Any negligence, error or omission, malpractice or mistake of a professional nature committed or alleged to have been committed by or on behalf of the insured in the conduct of any of the insured's business activities.
8. Any Liability for Personal Injury or Property Damage arising out of Products or Completed Operations as described in (Insuring Agreement #9).
9. To Personal Injury arising out of:
  - (a) false arrest, detention or imprisonment, or malicious prosecution;
  - (b) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy, except publications or utterances in the course of or related to advertising broadcasting or relatasting activities conducted by or on behalf of the named insured;
  - (c) wrongful entry or eviction, or other invasion of the right of private occupancy;
10. Any liability assumed by the Insured under any contract or agreement.
- X   11. Any liability resulting out of the intentional or unintentional violation or violations of any provision or provisions of the Employee Retirement Income Security Act of 1974 (ERISA) or any amendment thereof, nor to the administration or handling of or in connection with any employee benefit program subject to regulation by said above mentioned Employee Retirement Income Security Act of 1974 or any amendment thereof.
12. The interest of the manufacturer of any product handled, distributed or sold by any insured.

No insurance is afforded by this policy for any liability Assumed by any insured under a contract between any insured and the manufacturer of any product handled, distributed or sold by any insured.

This endorsement applies only to those items preceded by "X".

Attached to and forming part of Policy No. CDU 2583 of the Republic Insurance Company.

CDU 64 REV  
CAS/DIV 387 (Rev 5/78)

BY: 

DSM-016718

CONFIDENTIAL

2016-001140 Record on Appeal 907

REP001108

01/21/2009 02:59 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1860  
HOUSTON, TEXAS 77001

Date Effective: September 1, 1979

Insured Columbia Nitrogen Corporation, et al.

Endorsement No. 11

In consideration of an additional premium of \$18,959.00, flat for the term, it is understood and agreed that Synres Chemical Corporation is added as a Named Insured.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU 2583 Republic Insurance Company

Houston, Texas.

Cravens, Dargan & Company Special Risks

By *[Signature]*

GAS/RIV 417

9-11-79

DSM-016719

CONFIDENTIAL

2016-001140 Record on Appeal 908

REP001109

01/21/2009 02:59 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1680 HOUSTON, TEXAS 77001

Date Effective: April 1 197 9

Insured Columbia Nitrogen Corporation, etal.

Endorsement No. 5

FOREIGN LIABILITY

In consideration of the premium charged, it is agreed that the Insurance afforded by this policy shall not apply with respect to any liability for foreign operations unless such liability is covered by valid and collectible underlying insurance at the limits shown in the schedule of underlying insurance.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU 2583 Republic Insurance Company

Houston, Texas.

CAS/DIV 417

Cravens, Dargan & Company Special Risks

By 

DSM-016720

CONFIDENTIAL

2016-001140 Record on Appeal 909

REP001110

01/21/2009 02:59 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1680 HOUSTON, TEXAS 77001

Date Effective: April 1 197 9

Insured Columbia Nitrogen Corporation, et al.

Endorsement No. 6

It is agreed that this policy shall not apply to any liability for personal injury or property damage arising out of the rendering of or failure to render, during the policy period, medical professional services, unless such liability is covered by valid and collectible underlying contingent malpractice insurance scheduled as follows:

Gibraltar  
Combined Single Limit  
\$500,000.00 Each Claim  
\$500,000.00 Aggregate

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU 2583 Republic Insurance Company

Houston, Texas.

Cravens, Dargan & Company Special Risks

CAS/DIV 417  
4-4-79sr

By: 

DSM-016721

CONFIDENTIAL

2016-001140 Record on Appeal 910

REP001111

01/21/2009 02:59 PM

REPUBLIC INSURANCE COMPANY

P. O. BOX 1680

HOUSTON, TEXAS 77001

Date Effective: April 1 197 9

Insured Columbia Nitrogen Corporation, etal.

Endorsement No. 7

ARCHITECTS, ENGINEERS OR SURVEYORS PROFESSIONAL LIABILITY EXCLUSION

In consideration of the reduced premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to liability arising out of the rendering of, or the failure to render, professional services by or on behalf of the insured, for others, in the insureds capacity as an architect, engineer or surveyor, including, but not limited to, any negligent act, error, omission or mistake involving the preparation of surveys, maps, plans, designs or specifications or supervisory inspection or engineering services furnished in connection therewith.

All other terms and conditions remaining unchanged.

Attached to and forming part of Republic Insurance Company Policy No. - CPW 2583

Houston, Texas.

Republic Insurance Company

CAS/DIV 466

4-4-79 or

By 

DSM-016722

CONFIDENTIAL

2016-001140 Record on Appeal 911

REP001112

01/21/2009 02:59 PM

Cravens, Dargan & Company Special Risks  
P. O. BOX 1600 HOUSTON, TEXAS 77001

Date Effective: April 1 1979

Insured Columbia Nitrogen Corporation, etal.

Endorsement No. 8

ADDITIONAL INSURED ENDORSEMENT

It is hereby understood and agreed that Stamicarboe, N.V. & DSM, are added as Additional Insureds as their interests may appear in the Named Operations only.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU 2583 Republic Insurance Company

Houston, Texas

CAS/DIV 417

Cravens, Dargan & Company Special Risks

By 

DSM-016723

CONFIDENTIAL

2016-001140 Record on Appeal 912

REP001113

01/21/2009 02:59 PM

New York  
 Atlanta  
 Birmingham  
 Boston  
 Charlotte  
 Chicago  
 Cleveland  
 Dallas  
 Denver  
 Detroit  
 Hartford  
 Houston  
 Kansas  
 Los Angeles  
 Miami  
 Minneapolis  
 New Orleans  
 Philadelphia  
 Phoenix  
 Pittsburgh  
 Portland  
 Richmond  
 St. Louis  
 San Diego  
 San Francisco  
 Seattle  
 Wilmington  
 Tokyo  
 Singapore  
 Taipei  
 Hong Kong

# JOHNSON & HIGGINS

OF GEORGIA, INC.

*Business Established New York 1845*

**INSURANCE BROKERS-AVERAGE ADJUSTERS**  
**ACTUARIES-EMPLOYEE BENEFIT PLAN CONSULTANTS**

*File with  
Republic  
Umbrella  
Liability  
Policy*

Calgary  
 Edmonton  
 Montreal  
 Quebec  
 Toronto  
 Vancouver  
 Winnipeg  
 Caracas  
 Managua  
 Santa La Cruz  
 Rio de Janeiro  
 Sao Paulo  
 Buenos Aires  
 Santiago  
 Lima  
 Bogota  
 Cali  
 Sydney  
 Melbourne  
 Brisbane  
 Adelaide  
 Perth  
 Auckland  
 Wellington  
 London  
 Milan  
 Paris  
 Rome  
 Bermuda  
 Tehran

CABLE ADDRESS "KENODEN"

SEVENTEENTH FLOOR  
 1700 TRUST COMPANY OF GEORGIA BUILDING  
 P. O. BOX 111, ATLANTA, GEORGIA 30301  
 TEL. 678-1000 AREA CODE 404

July 30, 1979

Mr. William J. Gladden  
 Columbia Nitrogen Corporation  
 P. O. Box 1483  
 Augusta, Georgia 30903

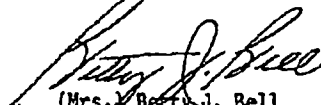
Columbia Nitrogen Corporation  
 Umbrella Liability #CDU 2583

Dear Mr. Gladden:

Enclosed for attachment to the above policy is endorsement #9. This endorsement amends the cancellation notice to read 60 days in lieu of 30.

If you have any questions, please call us.

Sincerely,

  
 (Mrs.) Betty J. Bell  
 Casualty Department

BJB/jei/J18  
 Enclosures

cc: Mr. Ronald E. Mason  
 Mr. Arthur R. Tatum

RECEIVED

JUL 31 1979

Columbia Nitrogen  
 INSURANCE DEPT.

DSM-016727

CONFIDENTIAL

2016-001140 Record on Appeal 913

REP001114

01/21/2009 02:59 PM

GRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1960 HOUSTON, TEXAS 77001

Date Effective: April 1 197 9

Insured Columbia Nitrogen Corporation, etal.

Endorsement No. 9

It is hereby understood and agreed that Item 16 - on Policy Jacket - Cancellation -  
is amended to Sixty (60) days notice of cancellation in lieu of thirty (30) days.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU 2583 Republic Insurance Company

Houston, Texas.

CAS/DIV 417

Gravens, Dargan & Company Special Risks  
By Betty J. Bell  
JOHNSON & FIGGINS OF GA., INC.

DSM-016728

CONFIDENTIAL

2016-001140 Record on Appeal 914

REP001115

01/21/2009 02:59 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1860 HOUSTON, TEXAS 77001

Date Effective: August 24, 1979

Insured Columbia Nitrogen Corporation, etal.

Endorsement No. - 10

In consideration of an additional premium of \$15,075.00, flat, it is hereby understood and agreed that as respects Item 5 - Limits of Liability - are increased as follows:

\$20,000,000.00 each occurrence

\$20,000,000.00 aggregate

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU 2583 Republic Insurance Company

Houston, Texas.

Cravens, Dargan & Company Special Risks

By *Betty J. Bell*

CAS/DIV 417  
9-11-79sr

DSM-016729

CONFIDENTIAL

2016-001140 Record on Appeal 915

REP001116

EXCLUSIONS

This policy does not apply, except insofar as coverage is available to the Insured under the underlying policies of insurance set forth in the Declarations.

- (a) with respect to advertising liability, to claims made against the Insured:
(i) for failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract;
(ii) for infringement of registered trade-mark, service mark or trade-name by use thereof as the registered trade-mark, service mark or trade-name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
(iii) for incorrect description of any article or commodity;
(iv) for mistake in advertised price;
(b) to any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment, compensation or disability benefits law, or under any similar law, provided however, that this exclusion does not apply to liability of others assumed by the Named Insured under any contract or agreement;
(c) to claims made against the Insured:
(i) for damage to the Named Insured's products arising out of such products or any part of such products;
(ii) for property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
(iii) for damages for the withdrawal, inspection, repair, replacement, or loss of use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form

- a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
(iv) for improper or inadequate performance, design or specification, but nothing herein contained shall be construed to exclude claims made against the Insured for personal injuries or property damage (other than property damage to a product of the Insured) resulting from improper or inadequate performance, design or specification;
(d) to any employee with respect to personal injury to or death of another employee of the same employer injured in the course of such employment;
(e) to liability arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft or watercraft owned by any Insured or leased by any Insured for a period of more than thirty consecutive days; provided however, this exclusion shall not apply to liability of the Named Insured for any other non-owned aircraft or watercraft;
(f) to any liability of the Insured due to war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
(g) to injury to or destruction of property owned by any Named Insured;
(h) to liability of any Insured hereunder for assault and battery committed by or at the direction of such Insured except liability for personal injury or death resulting from any act alleged to be assault and battery committed for the purpose of preventing personal injury or property damage.

CONDITIONS

- 1. Premium The premium for this policy shall be as stated in the Declaration Page.
2. Additions in the event of additional insureds or additional coverages being added to the coverage under the Underlying Insurance while this policy is in force prompt notice shall be given to the Company and the Company shall be entitled to charge appropriate additional premiums thereon.
3. Inspection and Audit: The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

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

- 4. Special Contract applicable to Occupational Disease As regards personal injury (fatal or non-fatal) by Occupational Disease sustained by any employee of the Insured, this policy is subject to the same warranties, terms or conditions (except as regards the premium, the amount and limits of liability, any condition respecting "other insurances" and the renewal agreement, if any) as are contained in or as may be added to the policies of Underlying Insurance set forth in the Declarations prior to the happening of an occurrence for which claim is made hereunder.

5. The company shall only be liable for ultimate net loss in excess of either:

- (a) except as provided in sub-paragraph (b) hereof, the applicable limits of liability of the policies of underlying insurance set forth in Item 3 of the Declarations; or
(b) as respects each occurrence not covered by such underlying insurance, or where each occurrence is covered by such underlying insurance but in recoverable amounts less than the underlying insurance but in recoverable amounts less than the underlying insurance, the amount of ultimate net loss set forth in the Declarations as "Underlying Limits".

but in no event shall the company be liable for an amount in excess of the applicable limit of liability set forth in Item 5 of the Declarations.

The limit of liability stated in Item 5 of the Declarations as applicable to "each occurrence" is the total limit of the company's liability under this policy for ultimate net loss as a result of any one occurrence.

Subject to the limit of liability set forth in Item 5 of the Declarations with respect to "each occurrence", the limit of liability so set forth as "aggregate" shall be the total limit of the company's liability under this policy for ultimate net loss:

- (1) because of all personal injury and property damage during

- each consecutive twelve months of the policy period, arising out of the Products-Completed Operations Hazards, and
(2) because of all personal injury during each consecutive twelve months of the policy period sustained from Occupational Disease by any employee of the Insured.

In the event of reduction or exhaustion of the aggregate limits of liability under the policies of underlying insurance by reason of losses paid thereunder, this policy shall:

- (1) in the event of reduction, pay the excess of the reduced underlying insurance, and
(2) in the event of exhaustion, continue in force as underlying insurance,

but nothing in this paragraph shall operate to increase the limits of the company's liability.

- 6. Severability of Interest: The term "the Insured" is used severally and not collectively, but the inclusion herein of more than one Insured shall not operate to increase the limits of the company's liability. If more than one Insured is named in Item 1 of the Declarations, it is agreed that the limits of the company's liability shall not apply separately to each such Insured.

7. Notice of Occurrence: When an occurrence takes place which, in the opinion of the Insured, involves or may involve liability on the part of the company, prompt written notice shall be given by or on behalf of the Insured to Cawena, Dargun & Company Special Risks and/or American Adjustment Company, P. O. Box 1680, Houston, Texas 77001. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence. Failure to so notify the company of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to a claim hereunder shall not prejudice such claim provided such notice is then given.

8. Arbitration and Cooperation in Defense: The company shall not be called upon to assume charge of the settlement or defense of any claim made, suit brought or proceeding instituted against the Insured but the company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where, in the judgment of the company, the claim or suit involves or appears reasonably likely to result in liability for indemnity by the company under this policy, in which event the Insured, any underlying insurer involved, and the company, shall cooperate in all things in the defense of such claim or suit.

With respect to any claim made, suit brought or proceeding instituted against the Insured to which the policies or underlying insurance set forth in Item 3 of the Declarations will not apply be-

cause of the exhaustion of the aggregate limits of liability thereunder, if such claim, suit or proceeding is one which could result in liability of the Company to indemnify the Insured hereunder for damages, the Company may assume complete control of the investigation, negotiations, settlement and defense of any such claim, suit or proceeding against the Insured. The Insured shall cooperate with the Company and, upon the Company's request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of any legal proceedings in connection with the subject matter of this insurance. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence.

- 9 Terms of Policy Conformed to Statute Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.
- 10 Appeals In the event the Insured or the Insured's underlying insurer(s) elect not to appeal a judgment in excess of the underlying limits, the company may elect to make such appeal at its own cost and expense, and shall be liable for the taxable costs, disbursements and interest on judgments incidental thereto, but in no event shall the liability of the company for ultimate net loss exceed the limit of its liability stated in this policy and, in addition, the cost and expense of such appeal.
- 11 Loss Payable Liability under this policy with respect to any occurrence shall not attach unless and until the Insured, or the Insured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrence. The Insured shall make a definite claim for any loss for which the company may be liable under the policy within twelve (12) months after the Insured shall have paid an amount of ultimate net loss in excess of the amount borne by the Insured or after the Insured's liability shall have been fixed and rendered certain either by final judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the company. If any subsequent payments shall be made by the Insured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty days after they are respectively claimed and proven in conformity with this policy.
- 12 Other Insurance If any other valid and collectible insurance exists protecting the Insured against ultimate net loss covered by this policy (other than the policies of underlying insurance specified in Item 3 of the Declarations and other than any policy with respect to which this policy is specified therein as underlying insurance), this policy shall be null and void with respect to such loss whether the Insured is specifically named in such other policy of insurance or not; provided, however, if the amounts recoverable by the Insured under such other insurance are not sufficient to completely protect the Insured against such loss, this policy shall apply but only as excess insurance over such other valid and collectible insurance, in an amount not to exceed the limit of the company's liability stated in this policy, and not as contributing insurance.
- 13 Subrogation Inasmuch as this policy is excess coverage, the Insured's right of recovery against any person, firm or corporation cannot be exclusively subrogated to the company; therefore, in case of any payment hereunder, the company will act in concert with all other interests, including the Insured, concerned in the exercise of such rights of recovery. The apportioning of any

amounts which may be so recovered shall follow the principle that any interests, including the Insured, that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests, including the Insured, of which this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests, including the Insured, concerned, in the ratio of their respective recoveries as finally settled.

Change: Notice to or knowledge possessed by any person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed except by endorsement issued to form a part of this policy.

Assignment: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon.

Cancellation: This policy may be cancelled at any time by the Insured first named in Item 1 of the Declarations by mailing to the company or any of its authorized representatives, written notice stating when thereafter such cancellation shall become effective. This policy may be cancelled by the company by mailing to the Insured first named in Item 1 of the Declarations, at the address shown in the Declarations, written notice stating when, either not less than 30 days thereafter or the maximum cancellation notice period stated in the policies of underlying insurance set forth in the Declarations, whichever is lesser, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour stated in such notice shall become the end of the policy period. Delivery of such written notice either by such Insured or the company shall be equivalent to mailing. If such Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Maintenance of Underlying Insurance The policy or policies set forth in the Declarations as Underlying Insurance shall be maintained in full effect during the period this policy remains in force except for any reduction of the aggregate limits contained therein solely by payment of claims for occurrences which take place during this policy period. Failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the company shall only be liable to the same extent as it would have been if the Insured had complied with this condition.

Service of Suit Pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the company hereby designates the Commissioner, Superintendent or Director of Insurance or other officer specified for that purpose in the statute, and his successor or successor in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in any Court of competent jurisdiction by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates Carveta, Dargatzis & Company Special Risk and/or American Adjustment Company, P. O. Box 1660, Houston, Texas 77001 as the companies to whom said officer is authorized to mail such process or a true copy thereof.

In witness whereof, the Company indicated  on the Declarations page, has caused this policy to be signed by its president and secretary at Dallas, Texas, and countersigned on the declaration page by a duly authorized agent of the company.

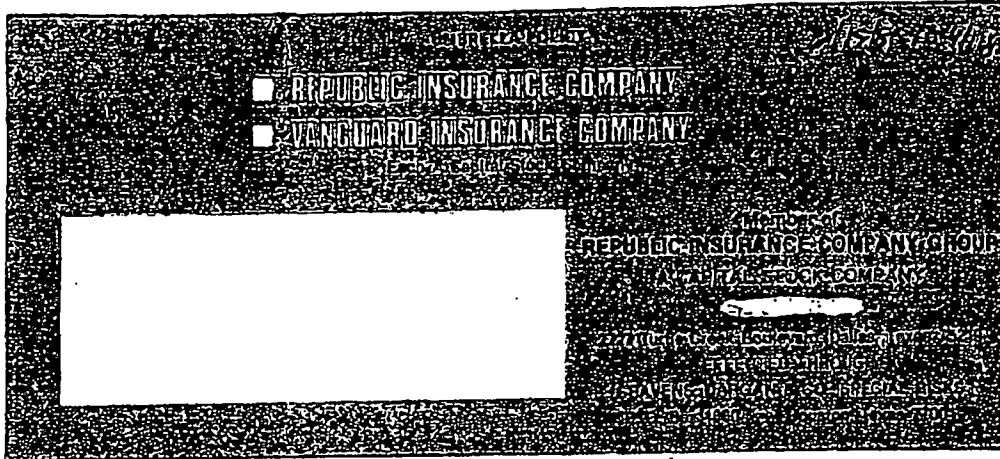
*Thomas L. Bradley*  
Secretary

*John Knight*  
President

DSM-016731

# **EXHIBIT 3**

2016-001140 Record on Appeal 918



Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premiums and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

**INSURING AGREEMENTS**

**I. COVERAGES** To indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability imposed upon him by law or liability assumed by him under contract or agreement for damages, and expenses, all as included in the definition of "ultimate net loss", because of:

- (a) personal injury,
- (b) property damage,
- (c) advertising liability,

as defined herein and caused by or arising out of an occurrence anywhere in the world.

**II. DEFINITIONS**

**1. Insured**

The unqualified word "Insured" includes the Named Insured and also includes:

- (a) except with respect to liability arising out of the ownership, operation, maintenance, use, loading and unloading of automobiles, aircraft and watercraft — any director, stockholder, officer, or other employee of the Named Insured, while acting within the scope of his duties as such, and any organization or proprietor with respect to real estate management for the Named Insured. If the Named Insured is a partnership, any partner therein but only with respect to his liability as such;
- (b) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract to provide insurance such as is afforded by this Policy, but only with respect to operations by or on behalf of the Named Insured or to facilities of or used by the Named Insured;
- (c) any other person or organization who is an additional insured under any underlying policy of insurance subject to all the limitations upon coverage under such policy other than the limits of the underlying insurer's liability;
- (d) with respect to any automobile owned by the Named Insured or hired for use by or on behalf of the Named Insured, or to any aircraft or watercraft hired for use by or on behalf of the Named Insured, any person while using such automobile, aircraft, or watercraft and any person or organization legally responsible for the use thereof, provided the actual use thereof is with the permission of the Named Insured. The insurance afforded by this sub-division (d) with respect to any person or organization other than the Named Insured does not apply —

1. to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station or public parking place, with respect to any occurrence arising out of the operation thereof;

2. to (i) any manufacturer of aircraft engines or component parts of aircraft or aviation accessories, or (ii) any aircraft sales or service or repair organization, or (iii) any seller of aircraft supplies, accessories, equipment or component parts of aircraft, or (iv) any airport or hangar operator, or (v) the respective employees or agents of any of the aforementioned, with respect to any occurrence arising out of the operation of any of the aforementioned;

3. with respect to any hired automobile, aircraft or watercraft, to the owner or lessee thereof, other than the Named Insured, or any employee of such owner or lessee.

Except with respect to sub-paragraph 2 hereof, this sub-division (d) shall not apply if it restricts the insurance granted under sub-division (c) above.

**2. Personal Injury**

The term "personal injury" shall mean bodily injury, sickness or disease, mental injury, mental anguish, shock, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination (unless insurance therefor is prohibited by law), humiliation, invasion of right of privacy, libel, slander or defamation of character, including death at any time resulting therefrom.

**3. Property Damage**

The term "property damage" shall mean physical injury to, or physical destruction of, tangible property, including the loss of use thereof.

**4. Advertising Liability**

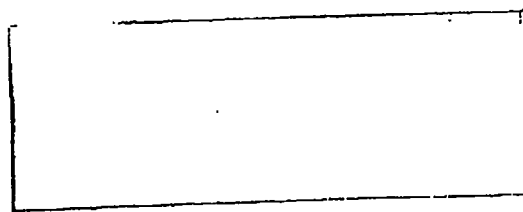
The term "advertising liability" shall mean (1) libel; slander or defamation, (2) any infringement of copyright or of title or of slogan, piracy or unfair competition or idea misappropriation under an implied contract, or (3) any invasion of right of privacy — all committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities.

CDU-0 6-73

DSM-016764

4. **Ultimate Net Loss**  
 The term "ultimate net loss" shall mean the total sum which the insured, or any company as his insurer, or both, becomes legally obligated to pay as damages, because of personal injury, property damage, or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest on judgments, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Named Insured's or of and underlying insurer's permanent employees.  
 The company shall not be liable for any expenses as aforesaid when payment of such expenses is included in other valid and collectible insurance.
6. **Automobile**  
 The term "automobile" shall mean a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;  
 "Mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the Named Insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.
7. **Aircraft**  
 The term "aircraft" shall mean heavier than air or lighter than air aircraft designed to transport persons or property.
8. **Completed Operations Hazard**  
 The term "completed operations" hazard includes personal injury and property damage arising out of the operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs after such operations have been completed or abandoned and occur away from premises owned by or rented to the Named Insured;  
 "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:  
 (1) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed;  
 (2) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed, or

- (3) when the portion of the work of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or sub-contractor engaged in performing operations for a principal as a part of the same project.  
 Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.  
 The completed operations hazard does not include personal injury or property damage arising out of:  
 (a) operations in connection with the transportation of property, unless the personal injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,  
 (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or  
 (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations".
9. **Products Hazard**  
 The term "products hazard" includes personal injury and property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others.
10. **Occurrence**  
 The term "occurrence" shall mean (a) an accident, or (b) an event, or continuous or repeated exposure to conditions, which results during the policy period, in personal injury, property damage, or advertising liability (either alone or in combination) neither expected nor intended from the standpoint of the insured. With respect to Coverages I (a) and I (b), except with respect to the Products-Completed Operations Hazards, all personal injury and property damage (either alone or in combination) arising out of one event or continuous or repeated exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed to be one occurrence. With respect to Coverages I (a) and I (b), all personal injury and property damage (either alone or in combination) arising out of the Products-Completed Operations Hazard shall be deemed to be one occurrence if arising out of one lot of goods or products prepared or acquired by the Named Insured or others trading under his name. With respect to Coverage I (c), all personal injury and property damage (either alone or in combination) involving the same injurious material or act, regardless of the frequency or repetition thereof, the number or kind of media used, and the number of claimants, shall be deemed to arise out of one occurrence.
- III **POLICY PERIOD - TERRITORY** This policy applies to personal injury, property damage or advertising liability which occurs anywhere during the policy period.



EXCLUSIONS

DSM-016765

01/21/2009 02:59 PM

DECLARATIONS PAGE OF

- The Republic Insurance Company
- The Vanguard Insurance Company

New  
RENEWAL OF NO.

CDU 6578

Declaration Items

ITEM 1. Name and Address of Named Insured

Columbia Nitrogen Corp., etal.  
 (See Endorsement No. 14)  
 P.O. Box 1483  
 Augusta, GA 30903

Business of Insured Fertilizer manufacturer.

ITEM 2. Policy Periods From June 15, 1981 to April 1, 1982 12:01 A.M.  
 standard time at the address of the Named Insured as stated herein.

ITEM 3. Underlying Insurance

Coverage	Limits of Liability
<b>COMPREHENSIVE GENERAL LIABILITY</b> Including: Products Completed Operations Blanket Contractual Personal Injury  (ADMIRAL INS. CO.)	<b>BODILY INJURY &amp; PROPERTY DAMAGE</b> Combined Single Limit \$500,000.00 each occurrence. \$500,000.00 aggregate
<b>COMPREHENSIVE AUTOMOBILE LIABILITY</b>  (HOME INS. CO.)	<b>BODILY INJURY &amp; PROPERTY DAMAGE</b> Combined Single Limit \$500,000.00 each occurrence
<b>AIRCRAFT LIABILITY</b>  (INA)	\$50,000,000.00 each occurrence \$50,000,000.00 aggregate
<b>EMPLOYERS LIABILITY</b>  (NATIONAL UNION)	\$100,000.00 each accident

ITEM 4. Underlying Limits \$ 10,000.00 Self Insured Retention

ITEM 5. Limits of Liability - Ultimate Net Loss

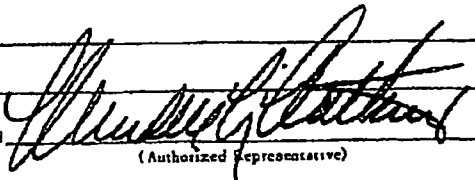
\$ 10,000,000.00	each occurrence
\$ 10,000,000.00	aggregate

ITEM 6. Premium \$ 33,788.00

ITEM 7. Rate Flat

CDU-2 6-73  
7/8/81d1

Countersigned



(Authorized Representative)

ORIGINAL

CDU 6578

DSM-016766

CONFIDENTIAL

2016-001140 Record on Appeal 921

REP001122

01/21/2009 02:59 PM

GRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1860 HOUSTON, TEXAS 77001

Date Effective, June 15, 1981

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 24

POLLUTION EXCLUSION - II

It is agreed that this policy does not apply to liability for personal injury or property damage arising out of the discharge, dispersal, release, escape, or seepage of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, unless such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81dl

CDU 84b

S/L 84b

*[Handwritten Signature]*  
By \_\_\_\_\_  
Gravens, Dargan & Company Special Risks

DSM-016767

CONFIDENTIAL

2016-001140 Record on Appeal 922

REP001123

01/21/2009 02:59 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1660 HOUSTON, TEXAS 77001

Date Effective, June 15, 1981

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 23

INTERPRETIVE ENDORSEMENT

It is understood and agreed definition of Property Damage, Insuring Agreement 3, is amended to include "loss of use of property not injured or destroyed".

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

By *[Signature]*  
CRAVENS, DARGAN & COMPANY SPECIAL RISKS

DSM-016768

CONFIDENTIAL

2016-001140 Record on Appeal 923

REP001124

01/21/2009 02:59 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1689 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81  
Insured Columbis Nitrogen Corp., etal.  
Endorsement No. 22

INTERPRETIVE ENDORSEMENT

It is hereby understood and agreed that coverage is afforded for aircraft liability for the owner of any hired aircraft as his interest may appear.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

By *[Signature]*  
Cravens, Dargan & Company Special Risks

DSM-016769

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1660 HOUSTON, TEXAS 77001

Date Effective, June 15, 1981

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 21

INTERPRETIVE ENDORSEMENT

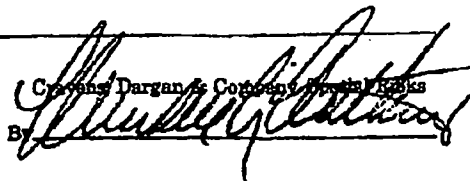
It is hereby understood and agreed that coverage is afforded for aircraft liability where assumed by contract.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

By   
Cravens, Dargan & Company Special Risks

DSM-016770

CONFIDENTIAL

2016-001140 Record on Appeal 925

REP001126

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1880 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81  
Insured Columbia Nitrogen Corp., etal.  
Endorsement No. 20

INTERPRETIVE ENDORSEMENT

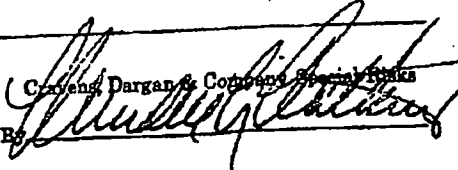
It is hereby understood and agreed that as respects non-owned aircraft coverage employees are included as additional insureds.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

Cravens, Dargan & Company Special Risks  
By 

DSM-016771

CONFIDENTIAL

2016-001140 Record on Appeal 926

REP001127

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1880 HOUSTON, TEXAS 77001

Date Effective, June 15, 1981

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 19

AUTOMATIC COVERAGE-NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

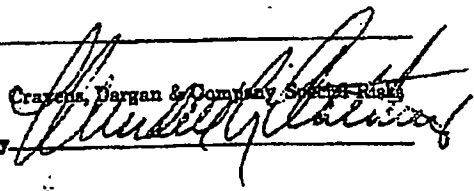
The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas 7/8/81d1

s/L 120

By   
Cravens, Dargan & Company Special Risks

DSM-016772

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1860 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 18

HIRED AUTOMOBILES

It is hereby understood and agreed that coverage is afforded for the owner of any hired automobile as his interest may appear.

All other terms and conditions remaining unchanged

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

*[Handwritten Signature]*  
By Cravens, Dargan & Company Special Risks

DSM-016773

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1660 HOUSTON, TEXAS 77001

Date Effective, June 15, 1981

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 17

PERSONAL INJURY-FOLLOWING FORM

It is agreed that, except insofar as coverage is provided to the Insured in the underlying insurance, as set forth in the Schedule of Underlying Insurance, this policy does not apply to liability arising out of the following offenses:

Wrongful entry or eviction, or other invasion of the right of private occupancy and/or private property.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

*[Handwritten Signature]*  
By Cravens Dargan & Company Special Risks

DSM-016774

01/21/2009 03:00 PM

GRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1880 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 16

UNINTENTIONAL FAILURE TO DISCLOSE

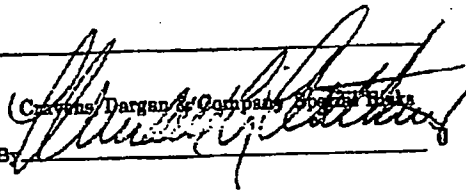
The unintentional failure of the named insured to disclose all hazards existing on the effective date of this policy shall not prejudice the insured with respect to the insurance afforded by this policy.

All other terms and conditions remaining unchanged

Attached to and forming part of Policy No. CDU-6578  
778.81d1

Houston, Texas.

S/L 120

By   
Gravens, Dargan & Company Special Risks

DSM-016775

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1480 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 15

UNIMPAIRED AGGREGATE ENDORSEMENT

In consideration of the premium charged, it is mutually understood and agreed that for purposes of determining the excess coverage afforded under this policy, the underlying aggregate limits of the Insured's primary policy shall be construed to be unimpaired as of the effective date of this excess policy and no consideration shall be given to any occurrences which may have taken place prior to the effective date of this excess policy which in any way may have impaired or exhausted the underlying aggregate limits of the Insured's primary policy.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

By *[Signature]*  
Cravens, Dargan & Company Special Risks

DSM-016776

CONFIDENTIAL

2016-001140 Record on Appeal 931

REP001132

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1040 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 14

BROAD NAMED INSURED ENDORSEMENT

It is understood and agreed Named Insured is completed as follows:

Columbia Nitrogen Corporation; Nipro, Inc.; DSM; Synres Chemical Corporation; Custom Chemical and Daniel Products, and any owned, controlled, managed, affiliated or subsidiary companies or corporations as their respective interest may appear and/or joint ventures engaged, either as a participant therein or as a manager thereof or both.

It is further understood and agreed that the following are added to this insurance as Additional Insureds:

YEARGIN CONSTRUCTION CO.

TECHNICAL MAINTENANCE, INC.

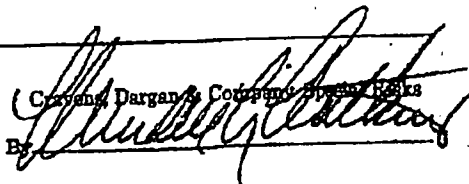
but only as respects operations performed on behalf of the Named Insured.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

s/L 120

By   
Cravens, Dargan & Company Special Risks

DSM-016777

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1680 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 13

BROAD NOTICE OF OCCURRENCE

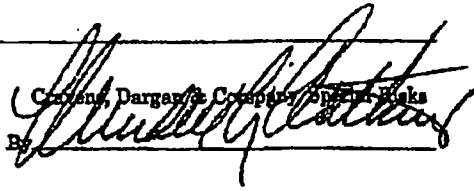
In the event of an occurrence, written notice containing particulars sufficient to identify the insured, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the named and addresses of the injured and of available witnesses, shall be given by or for the insured to the company of any of its authorized agents as soon a practicable after notice of the occurrence is received by the Insurance Department of Columbia Nitrogen Corporation.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas 7/8/81d1

S/L 120

By Cravens, Dargan & Company Special Risks  


DSM-016778

CONFIDENTIAL

2016-001140 Record on Appeal 933

REP001134

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1680 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81  
Insured Columbia Nitrogen Corp., etal.  
Endorsement No. 12

FOREIGN LIABILITY  
FOLLOW FORM

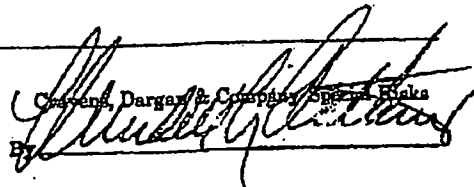
In consideration of the premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to any liability for foreign operations, unless such liability is covered by valid and collectible underlying insurance at the limits shown in the schedule of underlying insurance.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

Cravens, Dargan & Company Special Risks  
By 

DSM-016779

CONFIDENTIAL

2016-001140 Record on Appeal 934

REP001135

01/21/2009 03:00 PM

GRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1240 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 11B page 1 of 2

EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

It is agreed that the policy is amended to include the following:

I. **EMPLOYEE BENEFITS LIABILITY:** The company will indemnify the Insured for ultimate net loss which the Insured shall become legally obligated to pay, in excess of the applicable limit of the underlying Employee Benefit Liability policy described in the schedule of underlying insurance, on account of any claim made against the Insured and caused by negligent act, error or omission of the Insured or any other person for whose acts the Insured is legally liable in the administration of the Insured's Employee Benefit Programs as defined herein.

II. **DEFINITIONS:**

(a) "Employee Benefit Programs"-The term "Employee Benefit Program" shall mean Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security and Disability Benefits, and any other similar Benefit Program.

(b) "Administration"-The unqualified word "Administration," wherever used,

- (1) giving counsel to employees with respect to Employee Benefit Programs;
- (2) interpreting Employee Benefit Programs;
- (3) handling of records in connection with Employee Benefit Programs;
- (4) effecting enrollment of employees under Employee Benefit Programs;

provided all such acts are authorized by the Named Insured.

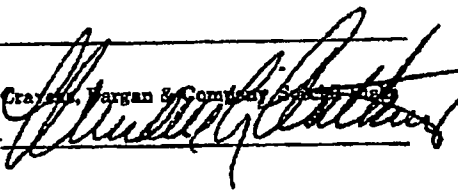
(c) "Occurrence"-For the purpose of the coverage afforded by this Endorsement, the term "Occurrence" as used in this policy shall mean a claim brought against the Insured during the policy period. If

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81dl

S/L 120

By 

DSM-016780

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1080 HOUSTON, TEXAS 77001

Date Effective, June 15, 1981

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 11B page 2 of 2

during the policy period the Insured shall become aware of any event which may subsequently give rise to a claim against them by reason of any negligent act, error or omission and shall during the policy period give written notice to the company of such event, any claim which may subsequently be made against the Insured arising out of that negligent act, error or omission shall be deemed for the purposes of this endorsement to have been made during the policy period.

(d) "Ultimate Net Loss"-The term "Ultimate Net Loss", as defined in the policy, is amended to include Employee Benefits Liability as defined in paragraph I above.

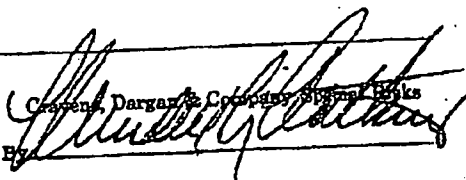
III. EXCLUSIONS: The insurance afforded by this endorsement shall not apply to any liability hereunder unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6572

Houston, Texas. 7/8/81d1

S/L 120

Cravens, Dargan & Company Special Risks  
By: 

-DSM-016781

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1660 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 11A

EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

It is agreed that this policy shall not apply to liability of the Insured for ultimate net loss arising out of the administration of Employee Benefit programs unless such liability is covered by a valid and collectible underlying insurance as listed in the Schedule of Underlying Insurance, for the full limit shown therein, and then only for such hazards for which coverage is afforded under said underlying insurance.

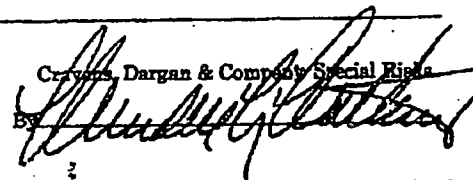
It is agreed, however, that, notwithstanding the foregoing, this policy shall not apply to any liability arising out of any violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (or any amendment or addition thereto) or any State statute or common law rule which imposes fiduciary duties and responsibilities with respect to Employee Benefit Programs.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
By 

DSM-016782

CONFIDENTIAL

2016-001140 Record on Appeal 937

REP001138

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1860 HOUSTON, TEXAS 77001

Date Effective, June 15, 1981

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 10

AIRCRAFT LIABILITY  
FOLLOWING FORM

It is agreed that, except to the extent that coverage is provided in an underlying insurance policy, as stated in the Schedule of Underlying Insurance, this policy does not apply to any personal injury or property damage-including personal injury to passengers-arising out of the ownership, maintenance, use, loading or unloading of any aircraft, including any liability arising out of operations performed by independent contractors.

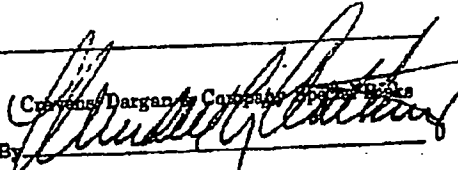
It is further agreed that all underlying aircraft policy restrictions or warranties as respects the use of an insured aircraft also apply as restrictions and warranties under this policy.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

By   
Cravens, Dargan & Company Special Risks

DSM-016783

01/21/2009 03:00 PM

GRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1860 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 9

EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE  
FOLLOWING FORM

It is agreed that, except to the extent that coverage is provided in the underlying insurance at the underlying limits as set forth in the Declarations of this policy under Item 3 - Schedule of Underlying Insurance - this policy does not apply to:

- (A) Damage to or destruction of any property arising out of (1) blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due (a) to grading of land, excavating, burrowing, filling, back filling, tunneling, pile driving, coffer dam or caisson work or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.
- (B) Damage to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back filling, or pile driving, and property damage to any other property at any time resulting therefrom.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

*[Handwritten Signature]*  
Gravens, Dargan & Company, Special Risks

DSM-016784

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1080 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 8

INCIDENTAL MALPRACTICE  
FOLLOWING FORM

It is agreed that this policy shall not apply to any liability for personal injury or property damage arising out of the rendering of or failure to render, during the policy period, medical professional services, unless such liability is covered by valid and collectible underlying incidental malpractice insurance scheduled as follows:

Underlying Carrier: Admiral Insurance Company

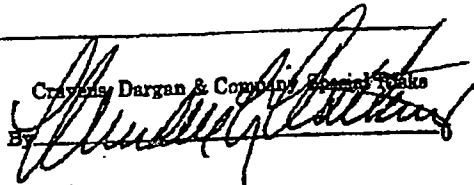
Underlying Limits: \$500,000.00 each occurrence  
\$500,000.00 aggregate

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

By Cravens, Dargan & Company Special Risks  


DSM-016785

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1000 HOUSTON, TEXAS 77001

Date Effective, June 15, 1981

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 7

UNINSURED/UNDERINSURED MOTORIST EXCLUSION

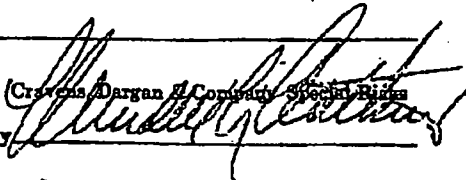
In consideration of the premium charged it is understood and agreed that this policy does not apply to liability for automobile liability bodily injury and/or property damage arising out of claims made under any Ininsured and/or Underinsured Motorists Act, Law or coverage.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

By   
Cravens, Dargan & Company Special Risks

DSM-016786

CONFIDENTIAL

2016-001140 Record on Appeal 941

REP001142

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1580 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 6

CROSS LIABILITY LIMITATION

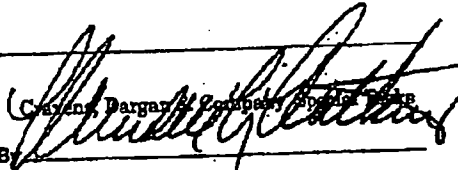
It is agreed that this policy shall not apply to any liability of one Insured for Bodily Injury or Property Damage to the property of another Insured.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

By   
Cravens, Dargan & Company Special Risks

DSM-016787

01/21/2009 03:00 PM

GRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1880 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 5

CARE, CUSTODY OR CONTROL EXCLUSION  
MODIFIED  
(Includes BFPD)

It is agreed that this policy does not apply to property damage to property owned or occupied by or rented to the Insured, or Property used by the Insured, or as to which the Insured is for any purpose exercising physical control except insofar as coverage is provided at the full limits of liability described in the Schedule of Underlying Insurance.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

By 

DSM-016788

CONFIDENTIAL

2016-001140 Record on Appeal 943

REP001144

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1080 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 4

ERISA EXCLUSION

In consideration of the premium charged for this policy, it is hereby understood and agreed the policy shall not apply to any liability arising out of the intentional or unintentional violation or violations of any provision or provisions of the Employee Retirement Income Security Act of 1974 (ERISA) as amended, or the administration or handling of any employee benefit program subject to regulation under this act.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81dl

S/L 120

By 

DSM-016789

CONFIDENTIAL

2016-001140 Record on Appeal 944

REP001145

01/21/2009 03:00 PM

GRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1480 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 3

INTERPRETIVE ENDORSEMENT

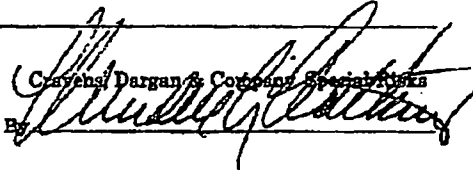
It is hereby understood and agreed that, despite anything to the contrary, where underlying insurance as described in the schedule of underlying insurance attached to this policy provides greater protection or indemnity to the Insured than the terms and conditions of this policy, this policy shall pay on behalf of the Insured upon the same terms, conditions and coverages which apply to the basic underlying insurance. Where no such broader underlying insurance exists, this policy shall pay on behalf of the Insured according to its own terms, conditions, and limitations.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

By   
Gravens, Dargan & Company Special Risks

DSM-016790

CONFIDENTIAL

2016-001140 Record on Appeal 945

REP001146

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1860 HOUSTON, TEXAS 77001

Date Effective, June 15, 1981

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 2

ULTIMATE NET LOSS

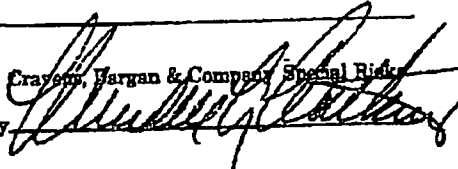
It is agreed that the definition of "ultimate net loss" is amended to mean the sum actually paid or payable in cash in the settlement or satisfaction of losses for which the insured is liable either by adjudication or compromise, after making proper deduction for all recoveries and salvages collectibles, but excludes all loss expenses and legal expenses of the insured.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

Cravens, Dargan & Company Special Risks  
By 

DSM-016791

01/21/2009 03:00 PM

GRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1880 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 1

It is hereby understood and agreed that despite anything to the contrary, that whenever the phrase "indemnify" appears, that the words "pay on behalf of" are hereby substituted.

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU-6578

Houston, Texas. 7/8/81d1

S/L 120

By 

DSM-016792

CONFIDENTIAL

2016-001140 Record on Appeal 947

REP001148

01/21/2009 03:00 PM

AMENDATORY ENDORSEMENT

It is agreed that the policy jacket is amended as follows:

Under Item 7 of Conditions - Notice of Occurrence -  
American Adjustment Company is deleted and replaced  
with Southwest Adjustment and Survey Co.

Under Item 18 of Conditions - Service of Suit -  
American Adjustment Company is deleted and replaced  
with Southwest Adjustment and Survey Co.

This endorsement forms a part of the policy, issued by the  
Company designated therein, to which it is attached and takes  
effect as of the effective date of said policy,

COU 140 S/L 140 4/81

DSM-016793

CONFIDENTIAL

2016-001140 Record on Appeal 948

REP001149

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

It is agreed that the policy does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) 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
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
4. As used in this endorsement

"hazardous properties" includes 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;

DSM-016794

CONFIDENTIAL

2016-001140 Record on Appeal 949

REP001150

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

PAGE 2.

"Waste" means any waste material (1) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof.

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises, where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

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

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

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

This endorsement forms a part of the policy, issued by the Company designated therein, to which it is attached and takes effect as of the effective date of said policy.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

REPUBLIC INSURANCE COMPANY

CDB 74

S/L 74

DSM-016795

CONFIDENTIAL

2016-001140 Record on Appeal 950

REP001151

01/21/2009 03:00 PM

Date effective 6/15/ 19 81

CRAVENS, DARGAN & COMPANY SPECIAL RISKS  
P. O. BOX 1060 HOUSTON, TEXAS 77251

Insured Columbia Nitrogen Corp., et al

Endorsement No. 25

In consideration of the premium charged, it is understood and agreed that Item #3 of the Declarations - Employers Liability - is amended as follows:

Coverage  
Employers Liability  
(National Union)

Limits of Liability  
\$5,000,000. each accident

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU 6578

Houston, Texas.

Cravens, Dargan & Company Special Risks

S/L 129<sup>dls</sup>  
9/10/81

By \_\_\_\_\_

DSM-016796

CONFIDENTIAL

2016-001140 Record on Appeal 951

REP001152

01/21/2009 03:00 PM

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Atlanta  
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 Vancouver  
 Winnipeg

Buenos Aires  
 Adelaide  
 Brisbane  
 Hobart  
 Melbourne  
 Perth  
 Sydney  
 Dallas-Fort  
 Belo Horizonte  
 Caracas  
 Curitiba  
 Porto Alegre  
 Rio de Janeiro  
 Salvador  
 Sao Paulo  
 Santiago  
 Bogota  
 Cali  
 London  
 Paris  
 Tokyo  
 Milan  
 Rome  
 Madrid  
 Taipei  
 Auckland  
 Christchurch  
 Wellington  
 Lima  
 Hong Kong  
 Singapore  
 Taipei  
 Caracas  
 Managua  
 Puerto La Cruz

# JOHNSON & HIGGINS

OF GEORGIA, INC.

*Business Established New York 1845*

INSURANCE BROKERS-AVERAGE ADJUSTERS  
 ACTUARIES-EMPLOYEE BENEFIT PLAN CONSULTANTS

CABLE ADDRESS "JIGRODIN"

SEVENTEENTH FLOOR  
 1700 TRUST COMPANY OF GEORGIA BUILDING  
 P. O. BOX 1111, ATLANTA, GEORGIA 30371  
 TEL. 678-1370 AREA CODE 404

September 18, 1981

Mr. William J. Gladden  
 Corporate Risk Manager  
 Columbia Nitrogen Corporation  
 P. O. Box 1483  
 Augusta, Georgia 30913

Republic Insurance Company  
 Umbrella Policy No. CDU 6578

Dear Bill:

I am enclosing Endorsement No. 25 to policy no. CDU 6578 which amends the limit of liability for employers' liability in the underlying schedule of insurance to \$5,000,000.

When the policy was originally issued, the employers' liability showed a limit of \$100,000 each accident as provided by National Union. However, the correct limit is, in fact, \$5,000,000 and for his reason, Endorsement No. 25 has been issued.

This is the only mistake that I was able to find on the policy and ask that if you would please notify me of any that you might have found.

Sincerely,

*Douglas R. Payne*  
 Douglas R. Payne  
 Account Executive

DRP/lat/E18(9/15)  
 Enclosure

DSM-016797

CONFIDENTIAL

2016-001140 Record on Appeal 952

REP001153

01/21/2009 03:00 PM

AMENDATORY ENDORSEMENT

It is agreed that the policy jacket is amended as follows:

Under Item 7 of Conditions - Notice of Occurrence -  
American Adjustment Company is deleted and replaced  
with Southwest Adjustment and Survey Co.

Under Item 18 of Conditions - Service of Suit -  
American Adjustment Company is deleted and replaced  
with Southwest Adjustment and Survey Co.

This endorsement forms a part of the policy, issued by the  
Company designated therein, to which it is attached and takes  
effect as of the effective date of said policy.

CDU 140 S/L 140 4/81

DSM-016798

CONFIDENTIAL

2016-001140 Record on Appeal 953

REP001154

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

It is agreed that the policy does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) 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
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
4. As used in this endorsement

"hazardous properties" includes 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;

DSM-016799

CONFIDENTIAL

2016-001140 Record on Appeal 954

REP001155

01/21/2009 03:00 PM

Date effective 6/15/ 19 81

**CRAVENS, DARGAN & COMPANY SPECIAL RISKS**  
P O BOX 1860 HOUSTON TEXAS 77251

Insured Columbia Nitrogen Corp., etal

Endorsement No. 25

In consideration of the premium charged, it is understood and agreed that Item #3 of the Declarations - Employers Liability - is amended as follows:

Coverage  
Employers Liability  
(National Union)

Limits of Liability  
\$5,000,000. each accident

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU 6578

Houston, Texas.

Cravens, Dargan & Company Special Risks

S/L 120/dls  
9/10/81

By \_\_\_\_\_

DSM-016800

**CONFIDENTIAL**

2016-001140 Record on Appeal 955

REP001156

01/21/2009 03:00 PM

SEP 22 1981

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 Portland  
 Richmond  
 St. Louis  
 San Diego  
 San Francisco  
 Seattle  
 Wilmington  
 Calgary  
 Edmonton  
 Montreal  
 Quebec  
 Toronto  
 Vancouver  
 Winnipeg

**JOHNSON & HIGGINS**  
 OF GEORGIA, INC.  
*Business Established New York 1845*  
**INSURANCE BROKERS-AVERAGE ADJUSTERS**  
**ACTUARIES-EMPLOYEE BENEFIT PLAN CONSULTANTS**

Buenos Aires  
 Adelaide  
 Brisbane  
 Hobart  
 Melbourne  
 Perth  
 Sydney  
 Seoul  
 Seoul  
 Belo Horizonte  
 Caracas  
 Curitiba  
 Porto Alegre  
 Rio de Janeiro  
 Salvador  
 Sao Paulo  
 Santiago  
 Bogota  
 Cali  
 London  
 Paris  
 Tehran  
 Milan  
 Rome  
 Peking  
 Tokyo  
 Auckland  
 Christchurch  
 Wellington  
 Lima  
 Hong Kong  
 Singapore  
 Taipei  
 Cancun  
 Managua  
 Puerto La Cruz

CABLE ADDRESS "KRODIN"

SEVENTEENTH FLOOR  
 THE IRISH COMPANY OF GEORGIA BUILDING  
 PO BOX 1111 ATLANTA GEORGIA 30371  
 TEL 404-525-1330 AREA CODE 404

September 18, 1981

Mr. William J. Gladden  
 Corporate Risk Manager  
 Columbia Nitrogen Corporation  
 P. O. Box 1483  
 Augusta, Georgia 30913

Republic Insurance Company  
 Umbrella Policy No. CDU 6578

Dear Bill:

I am enclosing Endorsement No. 25 to policy no. CDU 6578 which amends the limit of liability for employers' liability in the underlying schedule of insurance to \$5,000,000.

When the policy was originally issued, the employers' liability showed a limit of \$100,000 each accident as provided by National Union. However, the correct limit is, in fact, \$5,000,000 and for his reason, Endorsement No. 25 has been issued.

This is the only mistake that I was able to find on the policy and ask that if you would please notify me of any that you might have found.

Sincerely,

*Douglas R. Payne*  
 Douglas R. Payne  
 Account Executive

DRP/1at/E18(9/15)  
 Enclosure

DSM-016801

CONFIDENTIAL

2016-001140 Record on Appeal 956

REP001157

## EXCLUSIONS

This policy does not apply, except insofar as coverage is available to the Insured under the underlying policies of insurance set forth in the Declarations:

- (a) with respect to advertising liability, to claims made against the Insured:
  - (i) for failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract;
  - (ii) for infringement of registered trade-mark, service mark or trade-name by use thereof as the registered trade-mark, service mark or trade-name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
  - (iii) for incorrect description of any article or commodity;
  - (iv) for mistake in advertised price;
- (b) to any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment, compensation or disability benefits law, or under any similar law, provided however, that this exclusion does not apply to liability of others assumed by the Named Insured under any contract or agreement;
- (c) to claims made against the Insured:
  - (i) for damage to the Named Insured's products arising out of such products or any part of such products;
  - (ii) for property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
  - (iii) for damages for the withdrawal, inspection, repair, replacement, or loss of use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form

a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

- (iv) for improper or inadequate performance, design or specification, but nothing herein contained shall be construed to exclude claims made against the Insured for personal injuries or property damage (other than property damage to a product of the Insured) resulting from improper or inadequate performance, design or specification;
- (d) to any employee with respect to personal injury to or death of another employee of the same employer injured in the course of such employment;
- (e) to liability arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft or watercraft owned by any Insured or leased by any Insured for a period of more than thirty consecutive days; provided however, this exclusion shall not apply to liability of the Named Insured for any other non-owned aircraft or watercraft;
- (f) to any liability of the Insured due to war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- (g) to injury to or destruction of property owned by any Named Insured;
- (h) to liability of any Insured hereunder for assault and battery committed by or at the direction of such Insured except liability for personal injury or death resulting from any act alleged to be assault and battery committed for the purpose of preventing personal injury or property damage.

## CONDITIONS

1. **Premium** The premium for this policy shall be as stated in the Declaration Page.
2. **Additions** In the event of additional Insureds or additional coverages being added to the coverage under the Underlying Insurances while this policy is in force prompt notice shall be given to the Company and the Company shall be entitled to charge appropriate additional premiums thereon.
3. **Inspection and Audit** The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

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

4. **Special Conditions Applicable to Occupational Disease** As regards personal injury (fatal or non-fatal) by Occupational Disease sustained by any employee of the Insured, this policy is subject to the same warranties, terms or conditions (except as regards the premium, the amount and limits of liability, any condition respecting "other insurance" and the renewal agreement, if any) as are contained in or as may be added to the policies of Underlying Insurances set forth in the Declarations prior to the happening of an occurrence for which claim is made hereunder.
  5. **Amount of Liability** The company shall only be liable for ultimate net loss in excess of either:
    - (a) except as provided in sub-paragraph (b) hereof, the applicable limits of liability of the policies of underlying insurance set forth in Item 3 of the Declarations; or
    - (b) as respects such occurrence not covered by such underlying insurance, or where each occurrence is covered by such underlying insurance but its recoverable amount less than the Underlying Limits set forth in Item 4 of the Declarations, the amount of ultimate net loss set forth in the Declarations as "Underlying Limits";
 but in no event shall the company be liable for an amount in excess of the applicable limit of liability set forth in Item 5 of the Declarations.
- The limit of liability stated in Item 5 of the Declarations as applicable to "each occurrence" is the total limit of the company's liability under this policy for ultimate net loss as a result of any one occurrence.
- Subject to the limit of liability set forth in Item 5 of the Declarations with respect to "each occurrence", the limit of liability so set forth as "aggregate" shall be the total limit of the company's liability under this policy for ultimate net loss:
- (1) because of all personal injury and property damage during

- each consecutive twelve months of the policy period, arising out of the Products-Completed Operations Hazards, and
- (2) because of all personal injury during each consecutive twelve months of the policy period sustained from Occupational Disease by any employee of the Insured.

In the event of reduction or exhaustion of the aggregate limits of liability under the policies of underlying insurance by reason of losses paid thereunder, this policy shall:

- (i) in the event of reduction, pay the excess of the reduced underlying insurance; and
  - (ii) in the event of exhaustion, continue in force as underlying insurance,
- but nothing in this paragraph shall operate to increase the limits of the company's liability.

6. **Severability of Interest** The term "the Insured" is used severally and not collectively, but the inclusion herein of more than one Insured shall not operate to increase the limits of the company's liability. If more than one Insured is named in Item 1 of the Declarations, it is agreed that the limits of the company's liability shall not apply separately to each such Insured.

7. **Notice of Occurrence** When an occurrence takes place which, in the opinion of the Insured, involves or may involve liability on the part of the company, prompt written notice shall be given by or on behalf of the Insured to Gravena, Degan & Company Special Risks and/or American Adjustment Company, P. O. Box 1850, Houston, Texas 77001. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence. Failure to so notify the company of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to a claim hereunder shall not prejudice such claim provided such notice is then given.

8. **Assistance and Cooperation of the Insured** The company shall not be called upon to assume charge of the settlement or defense of any claim made, suit brought or proceeding instituted against the Insured but the company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where, in the judgment of the company, the claim or suit involves or appears reasonably likely to result in liability for indemnity by the company under this policy, in which event the Insured, any underlying insurers involved, and the company, shall cooperate in all things in the defense of such claim or suit.

With respect to any claim made, suit brought or proceeding instituted against the Insured to which the policies or underlying insurance set forth in Item 3 of the Declarations will not apply be-

DSM-016802

CONFIDENTIAL

2016-001140 Record on Appeal 957

REP001158

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cause of the exhaustion of the aggregate limits of liability thereunder, if such claim, suit or proceeding is one which could result in liability of the Company to indemnify the Insured hereunder for damages, the Company may assume complete control of the investigation, negotiations, settlement and defense of any such claim, suit or proceeding against the Insured. The Insured shall cooperate with the Company and, upon the Company's request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of any legal proceedings in connection with the subject matter of this insurance. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence.

9 Terms of Policy Conformed to Statute Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

10 Appeals In the event the Insured or the Insured's underlying insurer(s) elect not to appeal a judgment in excess of the underlying limits, the company may elect to make such appeal at its own cost and expense, and shall be liable for the taxable costs, disbursements and interest on judgments incidental thereto, but in no event shall the liability of the company for ultimate net loss exceed the limit of its liability stated in this policy and, in addition, the cost and expense of such appeal.

11 Loss Payable Liability under this policy with respect to any occurrence shall not attach unless and until the Insured, or the Insured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrence. The Insured shall make a definite claim for any loss for which the company may be liable under the policy within twelve (12) months after the Insured shall have paid an amount of ultimate net loss in excess of the amount borne by the Insured or after the Insured's liability shall have been fixed and reported certain either by final judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the company. If any subsequent payments shall be made by the Insured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty days after they are respectively claimed and proven in conformity with this policy.

12 Other Insurance If any other valid and collectible insurance exists protecting the Insured against ultimate net loss covered by this policy (other than the policies of underlying insurance specified in Item 3 of the Declarations and other than any policy with respect to which this policy is specified therein as underlying insurance), this policy shall be null and void with respect to such loss whether the Insured is specifically named in such other policy of insurance or not; provided, however, if the amounts recoverable by the Insured under such other insurance are not sufficient to completely protect the Insured against such loss, this policy shall apply but only as excess insurance over such other valid and collectible insurance, in an amount not to exceed the limit of the company's liability stated in this policy, and not as contributing insurance.

13 Subrogation Inasmuch as this policy is excess coverage, the Insured's right of recovery against any person, firm or corporation cannot be exclusively subrogated to the company; therefore, in case of any payment hereunder, the company will not in concert with all other interests, including the Insured, concerned in the exercise of such rights of recovery. The apportioning of any

amounts which may be so recovered shall follow the principle that any interests, including the Insured, that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests, including the Insured, of which this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests, including the Insured, concerned, in the ratio of their respective recoveries as finally settled.

14 Changes Notice to or knowledge possessed by any person shall not effect a waiver or a change in any part of this policy or adapt the company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed except by endorsement issued to form a part of this policy.

15 Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon.

16 Cancellation This policy may be cancelled at any time by the Insured first named in Item 1 of the Declarations by mailing to the company or any of its authorized representatives, written notice stating when thereafter such cancellation shall become effective. This policy may be cancelled by the company by mailing to the Insured first named in Item 1 of the Declarations, written notice stating at the address shown in the Declarations, either not less than 30 days thereafter or the maximum when stated in the policies of underlying insurance set forth in the Declarations, whichever is lesser, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour stated in such notice shall become the end of the policy period. Delivery of such written notice either by such Insured or the company shall be equivalent to mailing. If such Insured cancels, earned premium shall be computed to accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

17 Maintenance of Underlying Insurance. The policy or policies set forth in the Declarations as Underlying Insurance shall be maintained in full effect during the period this policy remains in force except for any reduction of the aggregate limits contained therein solely by payment of claims for occurrences which take place during this policy period. Failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the company shall only be liable to the same extent as it would have been if the Insured had complied with this condition.

18 Service of Suit Pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the company hereby designates the Commissioner, Superintendent or Director of Insurance or other officer specified for that purpose in the statute, and his successor or successors in office, as its true and lawful attorney upon whom may be served in any lawful process in any action, suit or proceeding instituted in any Court of competent jurisdiction by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates Citizens, Dargatz & Company Special Risks and/or American Adjustment Company, P. O. Box 1660, Houston, Texas 77001 as the companies to whom said officer is authorized to mail such process or a true copy thereof.

In witness whereof, the Company indicated  on the Declarations page, has caused this policy to be signed by its president and secretary at Dallas, Texas, and countersigned on the declaration page by a duly authorized agent of the company.

Thomas H. Bradley  
Secretary

J. Knight  
President

DSM-016803

# EXHIBIT 4

2016-001140 Record on Appeal 959

DECLARATIONS

STONEWALL INSURANCE COMPANY

2308 FOURTH AVENUE NORTH  
BIRMINGHAM, ALABAMA 35203

In favor of: COLUMBIA NITROGEN CORPORATION, ET AL.

Address: POST OFFICE BOX 1483  
AUGUSTA, GEORGIA

Type of Coverage: UMBRELLA LIABILITY

In the amount of: \$5,000,000

Term: Beginning at 12:01 A.M. on the 1ST day of FEBRUARY 19 75  
and ending at 12:01 A.M. on the 1ST day of FEBRUARY 19 76  
Standard time at the place of location of risks insured, and in accordance with terms and conditions of the form(s) attached and the Standard Clauses on the reverse side of this page.

Forms: At time of issuance this Policy contains a 4 page insuring Form and Endorsements 1 through 3 inclusive. Standard Clause 2 shall not apply.

Stonewall Insurance Company, Birmingham, Alabama (hereinafter called the Company), agrees with the assured named above, in consideration of the premium to be paid and subject to the limits of liability, exclusions, conditions and other terms of this policy, to provide insurance as set forth in the form(s) and endorsement(s) attached.

Premium Due: At Inception 1st Anniversary 2nd Anniversary

PREMIUM	\$ 15,800.00	\$	\$
State Tax	\$	\$	\$
Stamping Fee	\$	\$	\$
Service Fee	\$	\$	\$
Policy Fee	\$	\$	\$
TOTAL	\$15,800.00		

IN WITNESS WHEREOF, this Company has executed and attended these presents; but this policy shall not be valid unless countersigned by an authorized representative of the Company.

*Ann M. Suggs*  
Secretary

*John B. Cooney*  
President

Dated at ATLANTA, GEORGIA  
this 3RD day of MARCH, 19 75

*R. N. Hartigan*  
ann

ORIGINAL POLICY

Countersigned by.....  
AUTHORIZED REPRESENTATIVE

## STANDARD CLAUSES

1. **NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)** The insurance afforded under any liability coverage of this Policy does not apply:
    - I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
      - (a) 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
      - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
    - II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
    - III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
      - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
      - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
      - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
    - IV. As used in this endorsement:
 

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

      - (a) any nuclear reactor,
      - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
      - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
      - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.
2. **RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—PHYSICAL DAMAGE—DIRECT** This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused \*NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.
 

\*NOTE—If Fire is not an insured peril under this Policy the words from "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.
3. It is expressly understood and agreed by the Assured by accepting this instrument that Dependable Insurance Associates, Inc. is not the Assurer hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatsoever, as an Assurer. The Assurer hereunder is the company shown in the declarations.
4. This Policy shall not be assigned either in whole or part, without the written consent of Dependable Insurance Associates, Inc. endorsed hereon.
5. This insurance is made and accepted subject to all the provisions, conditions and warranties set forth herein and in any forms or endorsements attached hereto, all of which are to be considered as incorporated herein, and any provisions or conditions appearing in any forms or endorsements attached hereto which alter the Policy provisions stated herein (except Clauses 1 and 2) shall supersede such Policy provisions in so far as they are inconsistent therewith. Standard Clauses 1 and 2 may not be amended.
6. This Policy may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Policy to an authorized representative of the Company or to the Company. This Policy may also be cancelled, with or without the return of tender of the unearned premium by the Company or by an authorized representative of the Company in their behalf or by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein, not less than 10 days' written notice stating when the cancellation shall be effective and in such case the Company shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by the Company hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Company or the Assured.
7. **MISREPRESENTATION AND FRAUD.** This policy shall be void if the Assured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the Assured touching any matters relating to the insurance or the subject thereof, whether before or after a loss.
8. **COOPERATION BY ASSURED.** The Assured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.
9. **TERMS USED IN ENDORSEMENTS.** Wherever the word "Underwriters" appears in any endorsement attached to this Policy, the Company shown in the declarations shall be deemed substituted therefor.
10. **SMALL AMOUNTS.** It is a condition of this policy that no additional premium will be charged nor returned premium allowed when the amount involved does not exceed \$2.00.
11. **CHANGES.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.
12. **DECLARATIONS.** By accepting this Policy the Assured agrees that the statements in all declarations and warranties made in connection with the insurance provided hereunder are his agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements between the Assured and the Company or any of its agents relating to this insurance.

DSM-018053

CONFIDENTIAL

2016-001140 Record on Appeal 961

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# UMBRELLA LIABILITY INSURANCE

The Company agrees with the Insured, named in the schedule made a part hereof, in consideration of the payment of the premiums and in reliance upon the statements in the schedule and subject to the limits of liability, exclusions, conditions and other terms of this policy:

## INSURING AGREEMENTS

I. **COVERAGES:** To indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability imposed upon him by law or liability assumed by him under contract or agreement for damages and expenses, all as included in the definition of "ultimate net loss", because of:

- (A) ~~personal injury, as hereinafter defined;~~
- (B) ~~property damage, as hereinafter defined;~~
- (C) advertising liability, as hereinafter defined.

## II. DEFINITIONS:

### A. Insured.

The unqualified word "Insured" includes the Named Insured and also includes:

- (1) except with respect to liability arising out of the ownership, operation, maintenance, use, loading and unloading of automobiles, aircraft or watercraft — any director, stockholder, officer, or other employee of the Named Insured, while acting within the scope of his duties as such, and any organization or proprietor with respect to real estate management for the Named Insured. If the Named Insured is a partnership or joint venture, any partner or member thereof but only with respect to his liability as such;
- (2) any other person or organization who is an additional Insured under any underlying policy of insurance subject to all the limitations of coverage under such policy other than the limits of liability;
- (3) with respect to any automobile owned by the Named Insured or hired for use by or on behalf of the Named Insured, or to any aircraft or watercraft hired for use by or on behalf of the Named Insured; any person while using such automobile, aircraft, or watercraft and any person or organization legally responsible for the use thereof, provided the actual use thereof is with the permission of the Named Insured. The insurance afforded by this sub-division (3), with respect to any person or organization other than the Named Insured does not apply:
  - (a) to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station or public parking place, with respect to any occurrence arising out of the operation thereof,
  - (b) to (i) any manufacturer of aircraft engines or component parts of aircraft or aviation accessories, or (ii) any aircraft sales or service or repair organization, or (iii) any seller of aircraft supplies, accessories, equipment or component parts of aircraft or (iv) any airport or hangar operator or (v) the respective employees or agents of any of the aforementioned, with respect to any occurrence arising out of the operations of any of the aforementioned;
  - (c) with respect to any hired automobile, aircraft or watercraft, to the owner or lessee thereof, other than the Named Insured, or any employee of such owner or lessee.Except with respect to sub-paragraph (b) hereof, this sub-division (3) shall not apply if it restricts the insurance granted under sub-division (2) above.
- (4) This insurance does not apply to "ultimate net loss" arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named Insured.

### Personal Injury.

B. The term "personal injury" shall mean bodily injury, sickness or disease, including death at any time resulting therefrom, mental injury, mental anguish, shock, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination (except where it is a violation of a statute or regulation), humiliation, invasion of right of privacy, libel, slander or defamation of character.

### C. Property Damage.

The term "property damage" shall mean physical injury to, or destruction of, tangible property, including the loss of use thereof

### D. Advertising Liability.

The term "advertising liability" shall mean (1) libel, slander or defamation, (2) any infringement of copyright or of title or of slogan, piracy or unfair competition, or idea misappropriation under an implied contract, or (3) any invasion of right of privacy — all committed or alleged to have been committed in any advertisement, public

licity article, broadcast or telecast and arising out of the Named Insured's advertising activities.

### E. Ultimate Net Loss.

The term "ultimate net loss" shall mean the total sum which the Insured, or any company as his insurer, or both, becomes legally obligated to pay as damages, because of personal injury, property damage, or advertising liability, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest on judgments, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Named Insured's or of any underlying insurer's permanent employees.

The Company shall not be liable for any expenses as aforesaid when payment of such expenses is included in other valid and collectible insurance.

### F. Automobile.

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

"Mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the Named Insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.

### G. Aircraft.

The term "aircraft" shall mean heavier than air or lighter than air aircraft designed to transport persons or property.

### H. Completed Operations Hazard.

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

- (1) when all operations to be performed by or on behalf of the Named Insured under a contract have been completed,
- (2) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or sub-contractor engaged in performing operations for a principal as a part of the same project.

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

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

operations in connection with the transportation of property, unless the personal injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof, or the existence of tools, uninstalled equipment or abandoned or unused materials

### I. Products Hazard.

The term "products hazard" includes personal injury and property damage arising out of the Named Insured's products or reliance upon

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on a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to Others.

**J. Occurrence.**

The term "occurrence" shall mean (a) an accident, or (b) an event, or continuous or repeated exposure to conditions, which results during the policy period, in personal injury, property damage, or advertising liability (either alone or in combination) neither expected nor intended from the standpoint of the insured. With respect to coverages I, (A) and I, (B), except the products-completed operations hazards, all personal injury and property damage (either alone or in combination) arising out of one event or continuous or repeated exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed to be one occurrence. With respect to coverages I (A) and I (B), all personal injury and property damage (either alone or in combination) arising out of the products-completed operations hazards shall be deemed to be one occurrence if arising out of one lot of goods or products prepared or acquired by the Named Insured or others trading under his name. With respect to coverage I, (C), all personal injury and property damage (either alone or in combination) involving the same injurious material or act, regardless of the frequency or repetition thereof, the number or kind of media used, and the number of claimants, shall be deemed to arise out of one occurrence.

**III. POLICY PERIOD:** This policy applies only to occurrences as herein defined, which happen during the policy period, provided, however, if any occurrence happens during the policy period of this policy which results in personal injury, property damage or advertising liability of the type which would be insured under the provisions of this policy and if personal injury, property damage or advertising liability resulting from that same occurrence has also happened during the policy period of any similar policy of insurance issued by the Company to any Named Insured hereunder prior to the policy period of this policy, that policy issued by the Company which is in force at the time the first claim is made against the Insured which could result in ultimate net loss payable thereunder shall constitute the only policy of the Company which shall apply to such occurrence and to all personal injury, property damage and advertising liability (either alone or in combination) at any time resulting from such occurrence, regardless of the number of similar policies of insurance issued by the Company which could otherwise apply in the absence of this agreement.

**- EXCLUSIONS -**

**I. This policy does not apply,**

(A) with respect to advertising liability, to claims made against the Insured:

(1) for failure of performance of contract, but this shall not apply to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract;

(2) for infringement of registered trade-mark, service mark or trade-name by use thereof as the registered trade-mark, service mark or trade-name of goods or services sold, offered for sale or advertised, but this shall not apply to titles or slogans;

(3) for incorrect description of any article or commodity;

(4) for mistake in advertised prices;

(B) to any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law, provided, however, that this exclusion does not apply to liability of others assumed by the Named Insured under any contract or agreement;

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

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

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

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

(D) to property damage to the Insured's products arising out of such products or any part of such products;

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

(F) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the Insured's products or work completed

by or for the Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(G) to any liability of the Insured due to war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

(H) to injury to or destruction of property owned by any Insured;

(I) as respects all operations,

(1) to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, solids, liquids or gases, waste materials, or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water unless such discharge, dispersal, release or escape is sudden and accidental.

(2) to fines, penalties, punitive or exemplary damages; or the cost of removing or cleaning up substances described in (1) above. This limitation (2) applies only to occurrences described in (1) above.

**II. This policy does not apply, except insofar as coverage is available to the Insured under the underlying policies of insurance set forth in the schedule:**

(A) to liability of any Insured or an employee of said Insured with respect to personal injury to or death of another employee of the same employer injured in the course of such employment;

(B) to liability arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft or watercraft owned by any Insured or leased by any Insured for a period of more than thirty consecutive days; provided however, this exclusion shall not apply to liability of the Named Insured for any other non-owned aircraft or watercraft,

(C) to liability of any Insured hereunder for assault and battery committed by or at the direction of such Insured except liability for personal injury or death resulting from any act alleged to be assault and battery committed for the purpose of preventing personal injury or property damage.

**- CONDITIONS -**

**1. Premium.** The premium for this policy shall be as stated in the schedule. Said premium may be subject to adjustment in the manner stipulated in the schedule.

**2. Additions.** In the event additional Insureds or additional coverages are added to the underlying insurance while this policy is in force, prompt notice shall be given to the Company and the Company shall be entitled to charge appropriate additional premium.

**3. Inspection and Audit.** The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe. The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

**4. Special Conditions Applicable to Occupational Disease.** As regards personal injury (fatal or non-fatal) by occupational disease sustained by any employee of the Insured, this policy is subject to the same terms and conditions except as regards the premium, the amount and limits

of liability, any condition respecting "other insurance" and the renewal agreement, if any) as are contained in or as may be added to the notices of underlying insurance set forth in the schedule prior to the happening of an occurrence for which claim is made hereunder.

**5. Limits of Liability.**

(A) The Company shall only be liable for ultimate net loss in excess of either,

(i) the applicable limits of liability of the policies of underlying insurance set forth in Item 3 of the schedule; or

(ii) as respects an occurrence not covered by such underlying insurance, but covered under this policy; or where an occurrence is covered by such underlying insurance but in recoverable amounts less than the self insured retention set forth in item 4 of the schedule, the amount of ultimate net loss set forth in item 4 of the schedule as "self insured retention."

(B) In no event shall the Company be liable for an amount in excess of the applicable limit of liability set forth in item 5 of the schedule. The limit of liability stated in item 5 of the schedule as applicable to "each occurrence" is the total limit of the Company's liability under this policy for ultimate net loss as a result of any one occurrence. Subject to the limit of liability set forth in item 5 of the schedule

date with respect to "each occurrence", the limit of liability set forth as "aggregate" shall be the total limit of the Company's liability under this policy for ultimate net loss:

(i) because of all personal injury and property damage during each consecutive twelve months of the policy period, arising out of the products-completed operations hazards, and

(ii) because of all personal injury during each consecutive twelve months of the policy period sustained from occupational disease by any employee of the Insured.

(C) In the event of reduction or exhaustion of the aggregate limits of liability under the policies of underlying insurance by reason of losses paid thereunder, this policy shall:

(i) in the event of reduction, pay excess of the reduced underlying insurance, and

(ii) in the event of exhaustion, continue in force as underlying insurance,

but nothing in this paragraph shall operate to increase the limits of the Company's liability.

6. **Severability of Interests.** The term "the Insured" is used severally and not collectively, but the inclusion herein of more than one Insured shall not operate to increase the limits of the Company's liability. If more than one Insured is named in item 1 of the schedule, it is agreed that the limits of the Company's liability shall not apply separately to each such Insured.

7. **Notice of Occurrence.** When an occurrence takes place which, in the opinion of the insured, involves or may involve liability on the part of the Company, prompt written notice shall be given by or on behalf of the Insured to the Company. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence. Failure to so notify the Company of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to a claim hereunder shall not preclude such claim provided such notice is then given.

8. **Assistance and Cooperation of the Insured.** Except when the aggregate limits of liability under the policies of underlying insurance set forth in item 3 of the schedule have been exhausted, the Company shall not be called upon to assume charge of the settlement or defense of any claim made, suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where, in the judgment of the Company, the claim or suit involves or appears reasonably likely to result in liability for indemnity by the Company under this policy, in which event the Insured, any underlying insurers involved, and the Company, shall cooperate in all things in the defense of such claim or suit.

With respect to any claim made, suit brought or proceeding instituted against the Insured to which the policies of underlying insurance set forth in item 3 of the schedule will not apply because of the exhaustion of the aggregate limits of liability thereunder, if such claim, suit or proceeding is one which could result in liability of the Company to indemnify the Insured hereunder for damages, the Company shall assume complete control of the investigation, negotiations, settlement and defense of any such claim, suit or proceeding against the Insured. The Insured shall cooperate with the Company and, upon the Company's request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of any legal proceedings in connection with the subject matter of this insurance. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence.

9. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

10. **Appeals.** In the event the Insured or the Insured's underlying insurer(s) elect not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at its own cost and expense, and shall be liable for the taxable costs, disbursements and interest on judgments incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the limit of its liability stated in this policy and, in addition, the cost and expense of such appeal.

11. **Loss Payable.** Liability under this policy with respect to any occurrence shall not attach unless and until the Insured, or the Insured's underlying insurer, shall have paid the amount of the self insured retention or the underlying limits on account of such occurrence. The In-

sured shall make a definite claim for any loss for which the Company may be liable under the policy within twelve (12) months after the Insured shall have paid an amount of ultimate net loss in excess of the amount borne by the Insured or after the Insured's liability shall have been fixed and rendered certain either by final judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company. If any subsequent payments shall be made by the Insured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty days after they are respectively claimed and proven in conformity with this policy.

12. **Other Insurance.** If any other valid and collectible insurance exists protecting the Insured against ultimate net loss covered by this policy (other than the policies of underlying insurance specified in item 3 of the schedule and other than any policy with respect to which this policy is specified therein as underlying insurance), this policy shall be null and void with respect to such loss whether the Insured is specifically named in such other policy of insurance or not; provided, however, if the amounts recoverable by the Insured under such other insurance are not sufficient to completely protect the Insured against such loss, this policy shall apply but only as excess insurance over such other valid and collectible insurance, in an amount not to exceed the limit of the Company's liability stated in this policy, and not as contributing insurance.

13. **Subrogation.** Inasmuch as this policy is excess coverage, the Insured's right of recovery against any person, firm or corporation cannot be exclusively subrogated to the Company; therefore, in case of any payment hereunder, the Company will act in concert with all other interests, including the Insured, concerned in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests, including the Insured, that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests, including the Insured, of which this coverage is in excess are entitled to claim the residue, if any. Expenses necessary for the recovery of any such amounts shall be apportioned between the interests, concerned, including the Insured, in the ratio of their respective recoveries or finally settled.

14. **Changes.** Notice to or knowledge by any person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed except by endorsement issued to form a part of this policy.

15. **Assignment.** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon, on.

16. **Cancellation.** This policy may be cancelled at any time by the Insured first named in Item 1 of the schedule by mailing to the Company written notice stating when thereafter such cancellation shall become effective. This policy may be cancelled by the Company by mailing to the Insured first named in item 1 of the schedule, at the address shown in the schedule, written notice stating when, not less than 30 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour stated in such notice shall become the end of the policy period. Delivery of such written notice either by such Insured or the Company shall be equivalent to mailing. If such Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

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

17. **Maintenance of Underlying Insurance.** The policy or policies set forth in the schedule as underlying insurance shall be maintained in full effect during the period this policy remains in force except for any reduction of the aggregate limits contained therein solely by payment of claims for occurrences which take place during this policy period. Failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Company shall only be liable to the same extent as it would have been if the Insured had complied with this condition.

IN WITNESS WHEREOF, the Company has caused this policy to be countersigned on the schedule page by an authorized representative.

GLA9P(93)E474

CONFIDENTIAL

2016-001140 Record on Appeal 964

DSM-018066

STW000320

# UMBRELLA LIABILITY INSURANCE

POLICY NO.  
33000534

**SCHEDULE**

**ITEM 1.**

Named Insured: COLUMBIA NITROGEN CORPORATION, ET AL.

Address: POST OFFICE BOX 1483  
(No., Street) AUGUSTA, GEORGIA  
Town, County State)

Business of Insured MANUFACTURE AND SALE OF FERTILIZER

**ITEM 2.** Policy Period From FEBRUARY 1, 1975 to FEBRUARY 1, 1976 12.01 A.M.  
standard time at the address of the Named Insured as stated herein

**ITEM 3.** Underlying Insurance

COVERAGE	LIMITS OF LIABILITY
A. EMPLOYERS' LIABILITY	\$5,000,000 SELF-INSURED CARRIER - EMPLOYER'S RE
B. COMPREHENSIVE AUTO LIABILITY	B.I. \$500,000 EACH PERSON \$1,000,000 EACH OCCURRENCE P.D. \$500,000 EACH OCCURRENCE
C. COMPREHENSIVE GENERAL LIABILITY	\$500,000 CSL
D. AIRCRAFT LIABILITY (OWNED)	\$10,000,000 EACH OCCURRENCE
E. AIRCRAFT LIABILITY (NON-OWNED)	\$1,000,000 EACH OCCURRENCE

<b>ITEM 4.</b> SELF INSURED RETENTION	\$ 10,000.00
<b>ITEM 5.</b> Limits of Liability—Ultimate Net Loss	\$ 5,000,000.00 each occurrence
	\$ 5,000,000.00 Aggregate
<b>ITEM 6.</b> Premium	\$ 15,800.00
<b>ITEM 7.</b> Rate	FLAT CHARGE

STONEWALL INSURANCE COMPANY

By

*R. W. Hartman*

GLA 10(99)E474

CONFIDENTIAL

2016-001140 Record on Appeal 965

DSM-018057

STW000321

EFFECTIVE: FEBRUARY 1, 1975

ENDORSEMENT #1

~~IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY AGREED THAT ITEM 1, NAMED  
INSURED, IS COMPLETED AS FOLLOWS:~~

COLUMBIA NITROGEN CORPORATION, AND NIPRO, INC.  
COLUMBIA COMMUNICATIONS SERVICES, INC.

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. 33000534

Issued to: COLUMBIA NITROGEN CORP.

Dated at: ATLANTA, GEORGIA

Date: FEBRUARY 28, 1975

DEPENDABLE INSURANCE ASSOCIATES, INC.

By

R. N. Hartgen

D-5(A) 1-73

CONFIDENTIAL

2016-001140 Record on Appeal 966

DSM-018059

STW000322

EFFECTIVE: FEBRUARY 1, 1975

ENDORSEMENT #2

DEFENSE COVERAGE ENDORSEMENT

It is agreed that the policy/certificate to which this endorsement is attached is amended to include the following additional Insuring Agreement:

**Defense, Settlement, Supplementary Payments.**

As respects occurrences covered under this policy, but not covered under the underlying insurance or under any other collectible insurance, the Company shall:

- (a) defend in his name and behalf any suit against the insured alleging liability insured under the provisions of this policy and seeking damages on account thereof: even if such suit is groundless, false or fraudulent; but the company shall have the right to make such investigation and negotiation and settlement of any claim or suit as may be deemed expedient by the company;
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the limit of liability of this policy, all premiums on appeal bonds required in any such defended suit but without any obligation to apply for or furnish such bonds, all costs taxed against the insured in any such suit, all expenses incurred by the company and all interest accruing after entry of judgment until the company has paid, tendered or deposited in court that part of such judgment as does not exceed the limit of the company's liability thereon;
- (c) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request.

The Company agrees to pay the amounts incurred under this insuring agreement, except in settlement of claims and suits, in addition to the limit of liability stated in the Declarations, and such defense and supplementary payments shall not be included as part of the ultimate net loss, as defined in the policy.

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. 33000534

Issued to: COLUMBIA NITROGEN CORPORATION, ET AL.

Dated at: ATLANTA, GEORGIA

Date: FEBRUARY 28, 1975

DEPENDABLE INSURANCE ASSOCIATES, INC.

By

*R. N. Hartje*  
mn

D-12

DSM-018058

CONFIDENTIAL

2016-001140 Record on Appeal 967

STW000323

EFFECTIVE: FEBRUARY 1, 1975

ENDORSEMENT #1

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY AGREED THAT ITEM 1, NAMED  
INSURED, IS COMPLETED AS FOLLOWS:

COLUMBIA NITROGEN CORPORATION, AND NIPRO, INC.  
COLUMBIA COMMUNICATIONS SERVICES, INC.

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. 33000534

Issued to: COLUMBIA NITROGEN CORP.

Dated at: ATLANTA, GEORGIA

Date: FEBRUARY 28, 1975

DEPENDABLE INSURANCE ASSOCIATES, INC.

D-5(A) 1-73

By \_\_\_\_\_  
PRODUCER'S COPY

CONFIDENTIAL

2016-001140 Record on Appeal 968

DSM-018061

STW000324

EFFECTIVE: FEBRUARY 1, 1975

ENDORSEMENT #2 ✓

DEFENSE COVERAGE ENDORSEMENT

It is agreed that the policy/certificate to which this endorsement is attached is amended to include the following additional Insuring Agreement:

**Defense, Settlement, Supplementary Payments.**

As respects occurrences covered under this policy, but not covered under the underlying insurance or under any other collectible insurance, the Company shall:

- (a) defend in his name and behalf any suit against the insured alleging liability insured under the provisions of this policy and seeking damages on account thereof: even if such suit is groundless, false or fraudulent; but the company shall have the right to make such investigation and negotiation and settlement of any claim or suit as may be deemed expedient by the company;
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the limit of liability of this policy, all premiums on appeal bonds required in any such defended suit but without any obligation to apply for or furnish such bonds, all costs taxed against the insured in any such suit, all expenses incurred by the company and all interest accruing after entry of judgment until the company has paid, tendered or deposited in court that part of such judgment as does not exceed the limit of the company's liability thereon;
- (c) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request.

The Company agrees to pay the amounts incurred under this insuring agreement, except in settlement of claims and suits, in addition to the limit of liability stated in the Declarations, and such defense and supplementary payments shall not be included as part of the ultimate net loss, as defined in the policy.

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No.

33000534

Issued to: COLUMBIA NITROGEN CORPORATION, ET AL.

Dated at: ATLANTA, GEORGIA

Date: FEBRUARY 28, 1975

DEPENDABLE INSURANCE ASSOCIATES, INC.

By \_\_\_\_\_

PRODUCER'S COPY

D-12

CONFIDENTIAL

2016-001140 Record on Appeal 969

DSM-018062

STW000325



~~IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT ENDORSEMENT~~ 4

IS AMENDED TO READ TO READ AS FOLLOWS:

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT  
COVERAGE UNDER THIS POLICY DOES NOT APPLY TO LIABILITY, OTHER  
THAN AUTO LIABILITY ARISING OUT OF A WRAP-UP CONSTRUCTION  
PROJECT KNOWN AS COLUMBIA NITROGEN CORPORATION AND NIPRO,  
INC. PROJECT NUMBER N-003.

*OK -  
See letter from  
Peele 12/29  
orig to hand  
7/6/76*

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. 33000534 ✓

Issued To: COLUMBIA NITROGEN CORPORATION, ET AL. ✓

Effective Date: AUGUST 29, 1975

Endorsement No.: 5 ✓

11-21-75

TLC/dm

GLA 12E(99)E474

✓  
STONEWALL INSURANCE COMPANY

By \_\_\_\_\_

PRODUCER

CONFIDENTIAL

2016-001140 Record on Appeal 971

DSM-018064

STW000327

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT ENDORSEMENT 4

IS AMENDED TO READ TO READ AS FOLLOWS:

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT  
COVERAGE UNDER THIS POLICY DOES NOT APPLY TO LIABILITY, OTHER  
THAN AUTO LIABILITY ARISING OUT OF A WRAP-UP CONSTRUCTION  
PROJECT KNOWN AS COLUMBRIA NITROGEN CORPORATION AND NIPRO,  
INC. PROJECT NUMBER N-003.

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. 33000534

Issued To: COLUMBIA NITROGEN CORPORATION, ET AL.

Effective Date: AUGUST 29, 1975

Endorsement No.: 5  
11-21-75  
TLC/dm  
GLA 12E(88)E474

STONEWALL INSURANCE COMPANY

By Jud L. Gainer

DSM-018054

CONFIDENTIAL

2016-001140 Record on Appeal 972

STW000328

INSURANCE BINDER

ALEXANDER & ALEXANDER, INC.

B 0676

INCORPORATED  
INSURANCE BROKERS

ATLANTA, GA.

February 1 19 75

Insurance is hereby made binding of the kind and for the amount and in the Company as shown and enumerated in the favor of Assured COLUMBIA NITROGEN CORPORATION ET AL

from 12:01 A. M. of the 1st day of February 19 75  
(and unless replaced by regular policy).

to \* of the  day of  19

to-wit: \*UNTIL REPLACED BY POLICY

KIND OF INSURANCE	AMOUNT LIMITS	PREMIUM	COMPANY
UMBRELLA LIABILITY INCLUDING DEFENSE	\$5,000,000. per Occurrence \$10,000. SIR	\$15,800. annual	STONEWALL INSURANCE COMPANY

Description: THIS POLICY DOES NOT INCLUDE EXCESS WORKMEN'S COMPENSATION

Remarks: POLICY NO. 33000534 ASSIGNED

It is a condition of this binder that liability hereunder shall terminate with the issuance of the policy. It is understood and agreed that all terms and conditions of the policy regularly issued by the Company in the state where the property is located, which are not inconsistent with the provisions of this binder, are made a part thereof to the same extent as is fully set forth herein and in event of loss or claim before the expiration of this binder the premium due herein shall be fixed as the full premium for the sum covered.

It is further understood and agreed that a pro rata premium charge will be made for this BINDER if the policy when and as issued is not accepted by the assured.

*Rennis C. Ruff*

ALEXANDER & ALEXANDER, Inc.

AUTHORIZED

DSM-018196

CONFIDENTIAL

2016-001140 Record on Appeal 973

STW000329



Alexander & Alexander Inc.  
 Two Piedmont Center  
 3565 Piedmont Road N.E.  
 Atlanta, Georgia 30305  
 Telephone 404 261-3400

To  
 COLUMBIA NITROGEN CORPORATION  
 P O BOX 1483  
 AUGUSTA GA 30903

Terms: Payment is due as of effective date of insurance coverage

Insured		Invoice Date	
SAME AS ABOVE		06 10 76	
Effective	Expiration	Account No.	Invoice No.
02-01-75	02-01-76	1713066	044756
Insurance			SI
WORKMEN'S COMPENSATION EMPLOYERS LIABILITY			
Policy Number	Insuring Company	Premium	
60WC1966502	FIREMANS FUND INS CO	12.00	
FINAL ADJUSTMENT FOR THE PERIOD 2/1/75-76			
<i>Paid 8/17/76 Mrs. Berry</i>			

DSM-018165

STW000330

CONFIDENTIAL

2016-001140 Record on Appeal 974

Alexander & Alexander Inc.  
Two Piedmont Center, N. E.  
Atlanta, Georgia 30305  
Telephone 404 261-3400  
TWX 810-751-8433

There are file all  
of the attached on  
the Stonewall Policy  
**Alexander  
& Alexander**

June 16, 1976

Mr. Clay Perry  
Columbia Nitrogen Corporation  
P.O. Box 1483  
Augusta, Georgia 30003

Re: Stonewall Insurance Company  
Policy #33000534  
Endorsement #6

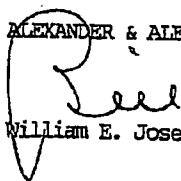
Dear Clay:

Per our telephone conversation on the above captioned, I am attaching copies of endorsements numbered 1, 2, 4, and 5. Number 3 was skipped, and I had previously written to you to this effect.

Most of this transpired prior to my time. Glen Pehl, however, is fully aware of the situation.

Sincerely,

ALEXANDER & ALEXANDER, INC.

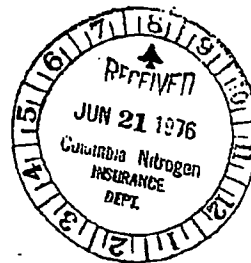
  
William E. Joseph

WEJ/gpm

Enclosures

P.S. Attached is a copy of a letter documenting that endorsement #6 was skipped on the current Lexington policy.

B



CONFIDENTIAL

2016-001140 Record on Appeal 975

DSM-018060

STW000331

As respects occurrences taking place and remuneration earned at or after 12:01 A.M., February 1, 1975:

1. Item 5 of the Schedule is hereby deleted and the following is hereby substituted therefor:

5. Anniversary Date in Each Year: February 1st

2. Item 7 of the Schedule is hereby deleted and the following is hereby substituted therefor:

7. Limit of Indemnity Each Occurrence: \$5,000,000.

3. Item 9 of the Schedule is hereby deleted and the following is hereby substituted therefor:

9. Reinsurance Premium:

(a) Rate: \$.06 for the period 1/1/75 to 2/1/75  
\$.11 for the period 2/1/75 to 2/1/76

\* (b) Minimum: \$ 375.00 for the period 1/1/75 to 2/1/75  
\$8,250.00 for the period 2/1/75 to 2/1/76  
and annually thereafter

\* (c) Deposit: \$ 510.00 for the period 1/1/75 to 2/1/75  
\$11,000.00 for the period 2/1/75 to 2/1/76  
and annually thereafter

\*Plus the Aircraft Premium shown on Endorsement Serial No. SA-40.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective Feb. 1, 1975 Policy No. C-10762 Endorsement No 2  
Named Insured Columbia Nitrogen Corporation, et al

EMPLOYERS REINSURANCE CORPORATION

Countersigned.

Authorized Representative

  
President

ERC 2178 A

Endorsement Serial No SA-50

DSM-018179

CONFIDENTIAL

2016-001140 Record on Appeal 976

STW000332

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PCS Nitrogen,

Plaintiff,

v.

Continental Casualty Company, et al.,

Defendants.

) IN THE COURT OF COMMON PLEAS

) CASE NO. 11-CP-10-387

) MOTION FOR SUMMARY JUDGMENT  
) ON BEHALF OF DEFENDANTS CERTAIN  
) UNDERWRITERS AT LLOYD'S,  
) LONDON, CERTAIN AVIVA  
) COMPANIES, CERTAIN WINTERTHUR  
) COMPANIES, NEW LONDON  
) REINSURANCE COMPANY LIMITED,  
) AND THE SCOTTISH LION INSURANCE  
) COMPANY LIMITED

2015 JUL 30 AM 10:56  
FILED  
JULIE J. ARISTIDE  
CLERK OF COURT  
BY

Defendants, certain Underwriters at Lloyd's, London, certain Aviva Companies, certain Winterthur Companies, New London Reinsurance Company Limited, and The Scottish Lion Insurance Company Limited (as more fully identified in their Notice of Appearance filed on May 26, 2015, and identified collectively herein as "Moving Insurers"), pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, hereby move for summary judgment on the same grounds set forth in (1) Defendant Continental Casualty Company's Motion for Summary Judgment Based on Corporate Succession and Memorandum of Law in support thereof, and (2) certain defendants' Motion for Summary Judgment regarding the pollution exclusion and Joint Brief in support thereof. Both of these motions are incorporated herein by reference, and Moving Insurers join in the relief sought therein. In further support thereof, Moving Insurers state as follows:

I. Factual Background

1. Moving Insurers subscribed to three umbrella liability policies (the "London Umbrella Policies") and three excess liability policies (the "London Excess Policies") in favor of Columbia Nitrogen Corporation ("Old CNC") that are at issue in this action (collectively, the "London Policies"). They are as follows:

Policy No.	Period	Policy Type
65/10754/2	2/13/1965-2/13/1968	Umbrella
65/10754/3	2/13/1965-2/13/1968	Excess
68/10754/2	2/13/1968-2/13/1971	Umbrella
68/10754/3	2/13/1968-2/13/1971	Excess
71/10754/5	2/13/1971-11/12/1973	Umbrella
71/10754/4	2/13/1971-11/12/1973	Excess

2. The London Umbrella Policies<sup>1</sup> contain the following insuring agreement:

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

- (a) imposed upon the Assured by law, or
- (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages, direct or consequential and expenses, all as more fully defined by the term "ultimate net loss" on account of:-

- (i) Personal Injuries, including death at any time resulting therefrom,
- (ii) Property Damage,
- (iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world.

See London policy no. 65/10754/2, of which a true and correct copy of the most complete evidence presently available is attached hereto as Exhibit 1, at LON000013; London policy no. 68/10754/2, of which a true and correct copy of the most complete evidence presently available is attached hereto as Exhibit 2, at LON000092; London policy no. 71/10754/5, of which a true and correct copy of the most complete evidence presently available is attached hereto as Exhibit 3, at LON000233.

3. The London Excess Policies contain the following insuring agreement:

<sup>1</sup> London Umbrella Policy no. 71/10754/5 contains a slightly different insuring agreement than set forth in this Paragraph; however, the differences are immaterial to the resolution of the instant Motion.

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

- (a) imposed upon the Assured by law, or
- (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages, direct or consequential and expenses on account of:-

- (i) Personal Injuries, including death at any time resulting therefrom,
- (ii) Property Damage,
- (iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by Underwriters at Lloyd's London, and Certain Insurance Companies (hereinafter called the "Underlying Umbrella Insurers").

See London policy no. 65/10754/3, of which a true and correct copy of the most complete evidence presently available is attached hereto as Exhibit 4, at LON000048; London policy no. 68/10754/3, of which a true and correct copy of the most complete evidence presently available is attached hereto as Exhibit 5, at LON000118 (indicating that the policy was issued "upon the terms and conditions (including any endorsements thereon)" of the expiring policy number 65/10754/3); London policy no. 71/10754/4, of which a true and correct copy of the most complete evidence presently available is attached hereto as Exhibit 6, at LON000183.

4. Each of the London Excess Policies identifies the immediately underlying London Umbrella Policy as the "Underlying Umbrella Polic[y]" to which it "follows form." See Ex. 4, at LON000050; Ex. 5, at LON000118 (indicating that the policy was issued "upon the terms and conditions (including any endorsements thereon)" of the expiring policy number 65/10754/3); Ex. 6, at LON000185.

5. The London Umbrella Policies<sup>2</sup> define the term "Assured" as follows:

The unqualified word "Assured", wherever used in this policy, includes not only the Named Assured but also:-

- (a) any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Assured;
- (b) any person, organization, trustee or estate to whom the Named Assured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only with respect to operations by or on behalf of the Named Assured or to facilities of the Named Assured or used by them;
- (c) any additional Assured (not being Named Assured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Assured under any underlying insurances as set out in attached Schedule;
- (d) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured, or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The Insurance extended by this sub-division (d), with respect to any person or organization other than the Named Assured, shall not apply –
  1. to any person or organizations, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;
  2. to any manufacturer of aircraft, engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operation or their respective employees or agents with respect to any occurrence arising out of the operation thereof;
  3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This subdivision (d) shall not apply if it restricts the insurance granted under sub-division (c) above.

---

<sup>2</sup> London Umbrella Policy no. 71/10754/5 contains a slightly different definition of the term "Assured" than set forth in this Paragraph; however, the differences are immaterial to the resolution of the instant Motion.

See Ex. 1, at LON000014; Ex. 2, at LON000093; Ex. 3, at LON000234-35. This definition is incorporated into each of the London Excess Policies per their "follow form" provisions set forth above.

6. All of the London Policies identify "Columbia Nitrogen Corporation and/or Columbia Nipro Corporation and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to Underwriters" as the "Named Assured" under the policies. See Ex. 1, at LON000021, LON000013; Ex. 2, at LON000100, LON000092; Ex. 3, at LON000243, LON000233, LON; Ex. 4, at LON000050, LON000047-48; Ex. 5, at LON000118 (indicating that the policy was issued "upon the terms and conditions (including any endorsements thereon)" of the expiring policy number 65/10754/3); Ex. 6, at LON000201, LON000199.

7. Each of the London Umbrella Policies contains a condition titled "Assignment," providing that "Assignment of interest under this policy shall not bind Underwriters unless and until their consent is endorsed hereon." See Ex. 1, at LON000019; Ex. 2, at LON000098; Ex. 3, at LON000241. This condition is incorporated into each of the London Excess Policies per their "follow form" provisions set forth above. None of the London Policies in this action contains an endorsement by which Moving Insurers consented to any purported assignment of interest thereunder.

8. London Umbrella Policy no. 71/10754/5 and London Excess Policy no. 71/10754/4 (the "1971-1973 London Policies") both contain the following exclusion added by endorsement:

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination resulting from the discharge, dispersal or release or escape of any substance into or upon any watercourse or body of water.

- (2) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination other than described in paragraph (1) above, provided always that this Paragraph (2) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed where such seepage, pollution or contamination is caused by a sudden unintended and unexpected happening during the period of this Insurance.
- (3) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by sudden unintended or unexpected happening during the period of this Insurance.
- (4) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

See Ex. 3, at LON000268; Ex. 6, at LON000197.

9. Additional facts relevant to the disposition of the instant Motion are set forth in the Memorandum of Law filed in support of Defendant Continental Casualty Company's Motion for Summary Judgment Based on Corporate Succession ("Corporate Succession Memorandum") and the Joint Brief filed in support of certain defendants' Motion for Summary Judgment regarding the pollution exclusion ("Pollution Exclusion Brief"), which are incorporated herein by reference.

## II. Argument

### A. PCS Is Not an Assured Under the London Policies and Is Not the Successor to Old CNC's Rights Thereunder

10. The London Policies potentially provide coverage only to an Assured as that term is defined in the policies. PCS is not entitled to coverage under the London Policies because it does not qualify as an Assured as that term is defined therein.

11. Moreover, for the reasons set forth in further detail in Section IV.B.1 of the Corporate Succession Memorandum, Old CNC was not entitled to assign its rights to coverage under the London Policies to any other entity without the consent of Moving Insurers. Moving Insurers never consented to such an assignment, nor is there an endorsement to any of the policies evidencing Moving Insurers' consent to any such assignment. Any purported assignment of Old CNC's rights under the London Policies would therefore be ineffective and void.

12. In addition, as Sections IV.B.2 and IV.B.3 of the Corporate Succession Memorandum make clear, PCS has not previously been held to be the corporate successor to Old CNC, the Named Assured under the London Policies, and is not in fact the corporate successor to Old CNC under either South Carolina or Federal law. Therefore, PCS is not entitled to coverage under the London Policies under any corporate succession theory.

13. Based on the foregoing, PCS cannot establish that it qualifies as an assured under the London Policies or that it is the successor to Old CNC's rights to coverage thereunder, and Moving Insurers are therefore entitled to judgment as a matter of law on each and every claim asserted against them by PCS in this action.

**B. PCS's Claims for Coverage Under the 1971-1973 London Policies Are Barred By the Pollution Exclusion**

14. PCS's claims for coverage under the 1971-1973 London Policies (even assuming PCS qualifies as an Assured under them) must also fail because they are excluded from coverage by the pollution exclusion contained in the policies.

15. As demonstrated in the Pollution Exclusion Brief, the alleged property damage at the site in question falls squarely within the terms of the pollution exclusions contained in the 1971-1973 London Policies because it constitutes "damage to...property directly or indirectly caused by seepage, pollution or contamination."

16. Moreover, the Pollution Exclusion Brief makes clear that the "sudden and accidental" exception in the pollution exclusions at issue therein does not apply because PCS cannot show that any third-party property damage at the site resulted from a sudden and accidental discharge. Similarly, the "sudden unintended and unexpected" exception in the pollution exclusions contained in the 1971-1973 London Policies does not apply because PCS cannot show that any third-party property damage at the site was "caused by a sudden unintended and unexpected happening during the period" of the policies.

17. Additionally, as set forth in further detail in the Pollution Exclusion Brief, PCS is collaterally estopped from re-litigating whether the pollution exclusions apply to bar coverage for its claims.

18. For the foregoing reasons, Moving Insurers subscribing to the 1971-1973 London Policies are entitled to judgment as a matter of law on the claims asserted against them by PCS under those policies based on the application of the pollution exclusion.

WHEREFORE, Defendants, certain Underwriters at Lloyd's, London, certain Aviva Companies, certain Winterthur Companies, New London Reinsurance Company Limited, and The Scottish Lion Insurance Company Limited pray that the Court enter an order granting summary judgment in their favor and against Plaintiff PCS Nitrogen, Inc., on all counts of PCS's Third Amended Complaint directed against them, and granting such other and further relief as the Court deems just and proper.

Dated: July 30, 2015

Respectfully Submitted,

By: Elizabeth F. Fulton

Edward K. Pritchard III  
Elizabeth F. Fulton  
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Companies, New London Reinsurance  
Company Limited, The Scottish Lion  
Insurance Company Limited, Berkshire  
Hathaway Specialty Insurance Company  
(formerly known as Stonewall Insurance  
Company), and Starr Indemnity & Liability  
Company (formerly known as Republic  
Insurance Company)*

**CERTIFICATE OF SERVICE**

The undersigned does hereby certify that on this date, a true and correct copy of the within and foregoing *Motion for Summary Judgment on behalf of Defendants certain Underwriters at Lloyd's, London, certain Aviva Companies, certain Winterthur Companies, New London Reinsurance Company Limited, and The Scottish Lion Insurance Company Limited*, was served upon all known counsel of record by mailing a copy properly addressed with sufficient postage affixed thereto, or via e-mail as required, as follows:

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FILED  
2015 JUL 30 AM 10:56  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY

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**PRITCHARD LAW GROUP**

  
\_\_\_\_\_  
Sandra L. Scott

July 30, 2015  
Charleston, South Carolina

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

PCS NITROGEN, INC. )

CIVIL ACTION NO.: 2011-CP-10-387

Plaintiff, )

v. )

MOTION AND ORDER INFORMATION  
AND COVER SHEET

CONTINENTAL CASUALTY CO., ET. )  
AL. )

Defendants. )

Name, SC Bar No. and address of Defendant

Edward K. Pritchard, III, Esq.  
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**MOTION HEARING REQUESTED** (attach written motion and complete SECTIONS I and FORM MOTION. NO HEARING REQUESTED (complete SECTIONS II and III) )  
 **PROPOSED CONSENT ORDER** (complete Sections II and III)

SECTION I: Hearing Information

Nature of Motion: Motion For Summary Judgment on behalf of Defendants certain Underwriters at Lloyd's, London, certain Aviva Companies, certain Winterthur Companies, New London Reinsurance Company Limited, and The Scottish Lion Insurance Company Limited

Estimated Time Needed: 30 minutes

SECTION II: Motion/Order Type

Written motion attached

Form Order Attached

Elizabeth F. Fulton  
Attorney for Defendants

July 30, 2015

Date submitted

SECTION III: Motion Fee

PAID - AMOUNT: \$25.00

EXEMPT:  Rule to Show Cause in Child or Spousal Support

(check reason)  Domestic Abuse or Abuse and Neglect

Indigent Status  State Agency v. Indigent Party

Sexually Violent Predator Act  Post-Conviction Relief

Motion for Stay in Bankruptcy

Motion for Publication  Motion for Execution (Rule 69, SCRPC)

Proposed order submitted at request of the court; or,

reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter:

JUDGE'S SECTION

Motion Fee to be paid upon filing of the attached order.

Other:

JUDGE

CODE:

Date:

CLERK'S VERIFICATION

Collected by: \_\_\_\_\_

(print name)

Date Filed: \_\_\_\_\_

MOTION FEE COLLECTED: \_\_\_\_\_

CONTESTED - AMOUNT DUE: \_\_\_\_\_

**Common Pleas**  
**Clerk : Julie Armstrong**  
**Charleston County Judicial Center**  
**Charleston, SC 29401**  
**(843) 958-5000**

Received From: Pritchard, Edward K. III  
 129 Broad St.  
 Charleston, SC 29401

Date: 7/30/2015  
 Receipt #: 548111  
 Clerk: coccp

Paying for: Aviva Companies,

Transaction Type: Payment

Payment Type: Check \$25.00

Total Paid: \$25.00

Reference #: 10501

Comment: motion for summary judgment  
 Non-Refundable

<u>Case #</u>	<u>Caption</u>	<u>Previous Balance</u>	<u>Amount Paid</u>	<u>Balance Due</u>
2011CP1000387	Pcs Nitrogen Inc VS Continental Casualty Company Etc , defendant, et al	\$25.00	\$25.00	\$0.00



<b>Total Cases: 1</b>		<b>\$25.00</b>	<b>\$25.00</b>	<b>\$0.00</b>
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# EXHIBIT 1

2016-001140 Record on Appeal 990

2/2

195786984

R.O.T. CODE

no claims  
4/2/66  
do claims 2/2/67  
*[Signature]*

Cover Note No.	Agency
65-10754-2	W.C.O.
Signing Slips	1
Currency	US\$
Leaders	64/524/6
100% Premium	US\$ 1/2
Herein Proportion	
Associated R/T's	

STEWART, SMITH & CO. LTD.

COLUMBIA NITROGEN

~~CONFIDENTIAL~~

65/04853

D & Co. W. 7547 8/64

*[Signature]*

(L/U. Claire N.M.A.)

STEWART, SMITH & CO., LIMITED

UMBRELLA LIABILITY.

Umbrella Wording as appearing  
Plus NMA 1256.

36 Months at 13th February, 1965 12.01 a.m. L.S.T.

ASSURED:

COLUMBIA NITROGEN CORPORATION AND/OR  
COLUMBIA NIRO CORPORATION,  
P.O. Box 1483,  
Augusta,  
Georgia.

POLICY FOR LIMITS OF:

\$1,000,000 any one occurrence

EXCESS OF:

Primary Limits as per Schedule

OR:

\$10,000 for uninsured perils.

30 Days' Cancellation Clause.

O.D. and Products in the aggregate.

ANNUAL/MINIMUM AND DEPOSIT PREMIUM: \$1,150  
Adjustable annually at 7 1/2% revenue.

Less 25% and tax.

INFORMATION: 1st Renewal.

No application, or seepage and pollution exposure, in an  
event covered by primary.

AGREED TO RENEW BY RENEWAL RECEIPT IF REQUIRED  
WITHOUT PRODUCTION OF OLD SLIP OR POLICY.

64/10754/2 BB 763251

100-f-g - 1,150.00  
100-f-NMA - 216.44

SCHEDULE OF PRIMARY POLICIES

	<u>LIMIT</u>	<u>CARRIER</u>
A. General B.I. P.D.	\$ 1,000,000. Combined \$ 500,000 Injury/Property	AGCS Ins.
B. Products B.I. P.D.	\$ 1,000,000. Combined \$ 500,000 Injury/Property	" "
C. Auto B.I. P.D.	\$ 500,000/01,500,000. \$ 500,000.	" "
D. E.L.O.D.	\$ 100,000.	" "
<del>E. Advertisers</del>	<del>\$ None</del>	
F. Aircraft	\$ None	except as included under A - General B.I. & P.D.
G. Watercraft	\$ None	" "
H. Malpractice	\$ None	" "
I. Any other Liability Policies	\$ None	
<del>J. Other</del>	<del>\$ None</del>	

AS EXHIBIT IN ?

65-10754-2

*Columbian ...*

ASSURED: - *DRIT* - OTHER

30522

8.591% *Le* N.C.H. 347 347

~~8.591%~~  
~~3.436%~~ *W* ANNIS 2110620701 772

11.168% *SPURGE* S315 201210  
1.117% *W* 2008 15  
.601% *W* 2008 15

5.02% *W* C.E.H. 421 404  
4.36% C.E.H. No.4 969

4.296% *W* A.G. 352 922

4.725% *W* E.H. 08042791 854  
25 JUN 1965

979% *W* P.J. 192044 650  
.739% L.B.B. 163

2.663% *W* A.H.D.C. 267 131

1.289% HUDSON 1880 947

1.933% P. 06B6953 109

.644% J.L. 042CV50 57

2.577% A.W.G.S. TP L460 250

.859% F.K.B. LLA300304 870

1.503% HARRISON 42XC4484 56

.839% TARDIF 2262757 194

.430% GIBBS 571762 884

.859% T.A.W. T65110132 558

SECRETAN 0512112

R.J.K. 6400

T614

A.P.S. 02608

25 JUN 1965

034-7 DOM

306729

RIVER THAMES 1219/231433

WORLD AUXILIARY 125/114796

ST. HELENS CL M33957

SWISS UNION 665  
MINSTER 331  
306729

ORION L84727B

L. 63. 059  
C. 36. 941

64/524. C30522  
ALL OTHER.

ATTACHING TO SLIP NO. 65-10754-2

ASSURED: Columbia Nitrogen

Agree to accept audit for  
the period 1st January 1965 to  
1st January 1966.

If Primary Policy Credit Permitted


65 10754/2

COLUMBIA-NITROGEN CORP.  
AUDIT :- 13/2/65 - 13/2/66

NO ADJUSTMENT  
MINIMUM APPLIES

S.L. 1/2

ATTACHING TO SLIP NO. 65/10754/2

ASSURED: COLUMBIA NITROGEN

Hereby noted and agreed that the schedule of underlying policies is amended to include Aircraft Liability Policy \$10,000,000 CSL with U.S.A.I.G.

INF. Assured leases an aircraft to be used in the transportation of company personnel.

<i>11/19/66</i>	<i>11/19/66</i>	<i>L/U</i>	<i>[Signature]</i>

ATTACHING TO SLIP NO. 65/10754/3

ASSURED: COLUMBIA NITROGEN

Hereby noted and agreed that with effect from inception that the schedule of underlying policies is amended to include \$1,000,000 C.S.L. in respect of non-owned Aircraft with USAIG.

<i>11/19/66</i>	<i>11/19/66</i>	<i>L/U</i>	<i>[Signature]</i>

ASSURED:

*324483* *65/10/54*

*Agree to renege for 24 months at 13-2-66.*

*Column Nitrogen*

8.591% G.M.K. *34347* *D.I. 354*

8.591% *2110692570* *7772*

*11-597%* *3315 / 201E* *210*

*902%* *208*

*387%* *214*

5.027% C.B.H. 421 404

558% C.L.H. No. 4 969

4.296% A.C.W. 052TP 92

4.725% A.B.H. 08044791 854

979% P.J. TrPL92944 650

739% L.H.B. 163

2.863% A.B.D.C. 267 181

1.289% HUDSON 1880 947

1.933% P. *06H6953* 109

644% J.L. *042CV50* 57

2.577% *041A50* 250

859% F.K.B. LLA300304 870

1.503% MARALON 42XC4484 56

859% LARDIF 2262757 194

430% GIBBS 571762 884

859% I.A.\* T65110132 558

430% SECRETAH 0512112 371

1.933% R.J.K. 6400 510

430% C.P.A. T614 581

.258% A.T.O. C2608 467

15.034% DOMINION 5548

5.155% EXCESS EC647961

3.436% RIVER TRAMES 1219/231433

4.296% WORLD AUXILIARY L25/114796

1.718% ST. HELLINS *3 AUG 1966*

6.443% SWISS UNION 361

MINSTR 306728

359% ORION LB47278

*Antelope*

A P *1150.50*

*8.2111*

Lloyds

N.A. *514.88*

L.P.S.O. CHURCHING DAREBY

C.32448 AUTO

G.32450 CONTRACT

ALL OTHER

*C 32448 GENERAL*

64/524 *IND JENK*

*66/05506*

*63059*

*36.941*

STEWART SMITH & CO LIMITED  
B.O.T. CODE

FORMAL ANNUAL RESIGNATION

(Approved by Lloyd's Underwriters and Non-Marine Association)

32448 Policy No. 66/055563

WHEREAS certain Underwriting Members of Lloyd's (hereinafter called "the Reinsured") who subscribed Lloyd's Policy No. 65/10754/2 (hereinafter called "the Reinsured Policy") have paid £ 725.18 GR as Provisional Premium to Us, who have hereunto subscribed our Names to reinsure them in respect of their liability under the Reinsured Policy during the period commencing on the 13 day of February 1966 and ending on the 13 day of February 1968 both days the sum insured subject matter and hazards insured by the Reinsured Policy being defined on the Slip overleaf.



The Reinsured agree to pay as premium hereunder that proportion of the premium due under the Reinsured Policy which is applicable to the period of this reinsurance, and the provisional premium shall be adjusted if and when necessary. And WHEREAS this Policy is a reinsurance of the Reinsured Policy, and is subject to the terms and conditions contained therein and shall pay as may be paid thereon.

NOW KNOW YE that We, the Underwriters, members of the Syndicates referred to in the Slip whose names and whose respective proportions of the amount subscribed by the respective Syndicates (as stated in the Slip) appear in the list of Syndicates kept at Lloyd's current at the date hereof, hereby bind Ourselves, each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to pay or make good to the Reinsured, all such Loss as aforesaid as may happen to the subject matter of this Reinsurance, or any part thereof, during the continuance of this Policy; not exceeding 100% of the liability accepted by the reinsured Policy, such payment to be made within Seven Days after such Loss is proved.

IN WITNESS whereof the Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

Dated in London, the 23rd day of AUGUST 1966  
N.M.A. 1034

LLOYD'S POLICY SIGNING OFFICE

*V. J. Phillips*

MANAGER

S.L. 1/2

ASSURED		ALL OTHER	
35139			
8.591 %	C.E.H. 257	1.933 %	RJK 6400
8.591 %	M.H.S. 2110692570	.430 %	CPA T614
11.597 %	STURGE S315 201E/	.358 %	ATS 02608
.902 %		214/15	.034% DOMINION 55493
.397 %		404	5.155 % EXCESS FCG47961
6.444 %		969	3.436 % RIVER FRANKLIN 1219/
3.539 %	C.E.H. 421	92	4.296 % WORLD ADVENTARY L25/114790
.905 %	C.E.H. 40-4	854	1.718 % ST.HELENS CL M33957
4.296 %	A.G.W. 052TP	650	6.443 % SWISS UNION 661 %
4.725 %	W.E.H. 08044791	163	MINSTER 331 %
.979 %	P.J. TRPL92944	131	.859 % ORION L84727B
.739 %	L.H.B.	425	L-63-059
2.663 %	ABDC 267	109	C-34-941
1.289 %	HUDSON 1880	87	671036757
1.933 %	P 06B6953	250	64/524 ALL OTHER
.644 %	J.L. 042CV50	870	3RD YEAR C34197 GEN. 35139
2.577 %	A.W.G.S. TP 1460	58	C34198 AUTO.
.859 %	F.R.B. ELAS00304	884	C34199 CONT.
1.503 %	HARRISON 4250484	588	
.430 %	GIBBS 00162		
.859 %	T.A.W. T65110132		
.430 %	SECRETAN 0512112		

STEWART SMITH & CO., LIMITED

SLIP POLICY—NORMAL ANNUAL RESIGNATURE

Policy No. **B 0 253 35139**

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

WHEREAS certain Underwriting Members of Lloyd's (hereinafter called "the Reinsured") who subscribed Lloyd's Policy No. **65/10754/2** (hereinafter called "the Reinsured Policy") have paid **£725 18 6d** GA as Provisional Premium to Us, who have hereunto subscribed our Names to reinsure them in respect of their liability under the Reinsured Policy during the period commencing on the **13<sup>th</sup>** day of **FEBRUARY 1967**, and ending on the **13<sup>th</sup>** day of **FEBRUARY 1968** both days the sum insured subject matter and hazards insured by the Reinsured Policy being defined on the Slip overleaf.



The Reinsured agree to pay as premium hereunder that proportion of the premium due under the Reinsured Policy which is applicable to the period of this reinsurance, and the provisional premium shall be adjusted if and when necessary.

And WHEREAS this Policy is a reinsurance of the Reinsured Policy, and is subject to the terms and conditions contained therein and shall pay as may be paid thereon.

NOW KNOW YE that We, the Underwriters, members of the Syndicate(s) referred to in the Slip whose names and whose respective proportions of the amount subscribed by the respective Syndicates (as stated in the Slip) appear in the list of Syndicates kept at Lloyd's on rent at the date hereof, hereby bind Ourselves, each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to pay or make good to the Reinsured, all such Loss as may happen to the subject matter of this Reinsurance, or any part thereof during the continuance of this Policy; not exceeding 100% of the liability accepted by the Reinsured Policy; such payment to be made within Seven Days after such Loss is proved.

IN WITNESS whereof the Manager of Lloyd's Policy Office has subscribed his Name on behalf of each of Us.

Dated in London, the **13<sup>th</sup>** day of **FEBRUARY 1967**

**G. J. Miller**  
MANAGER

N.M.A. 1034

67/036757

50 65/10754/2

Columbia Nitrogen Corporation

13/2/67

Prostatment Premium

AP \$ 1150.00

NA \$ 816.49

5 SA

A.P.	B. 09253
Lloyds	
N.A.	514-88
L.P.S.O. SIGNING DATE & No.	

Typed 8/5/67



S.L. 1/2

65-10759-3

COLUMBIA NITROGEN

Audit

13/2/66 to 13/2/67

E.P. \$1,837.16

Men + Deposit Fee } \$1,150.00

A.P. \$ 687.16

Nett \$ 487.88

B 10250 - 6 NOV 1967  
 CA 50683  
 307.66  
 SIGNING DATE & I.O.

Typed 11/10/67

E-27

65-10759-3

COLUMBIA NITROGEN

AUDIT

13-2-67 to 13-2-68

E.P: \$2914.49

DEPOSIT: \$1150.00

AP: \$1064.49

NETT \$875.79

314496  
 4-16-67  
 YEAR MONTH  
 68 3  
 P.O. NUMBER DATE  
 68 3

S.L. 1/2

UMBRELLA POLICY

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to Underwriters. (Hereinafter called the "Named Assured").

INSURING AGREEMENTS

I. COVERAGE

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

- (a) imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages, direct or consequential and expenses, all as more fully defined by the term "ultimate net loss" on account of:-

- (I) Personal Injuries, including death at any time resulting therefrom,
- (II) Property Damage,
- (III) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY

Underwriters hereon shall only be liable for the ultimate net loss the excess of either

- (a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances, <sup>As per Attachment</sup>
- or (b) ~~\$25,000.00~~ \$10,000 ultimate net loss in respect of each occurrence not covered by said underlying insurances, (hereinafter called the "underlying limits");

and then only up to a further sum as stated in Item 2(a) of the Declarations in all in respect of each occurrence - subject to a limit as stated in Item 2(b) of the Declarations in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurances by reason of losses paid thereunder, this Policy shall

- (1) in the event of reduction pay the excess of the reduced underlying limit,
- (2) in the event of exhaustion continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Assured shall not operate to increase Underwriters' limit of liability.

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

1. ASSURED -

The unqualified word "Assured", wherever used in this policy, includes not only the Named Assured but also:-

- (a) any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Assured;
- (b) any person, organization, trustee or estate to whom the Named Assured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only in respect of operations by or on behalf of the Named Assured or of facilities of the Named Assured or used by them;
- (c) any additional Assured (not being Named Assured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Assured under any underlying insurances as set out in attached Schedule;
- (d) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured, or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The Insurance extended by this sub-division (d), with respect to any person or organization other than the Named Assured, shall not apply -
  1. to any person or organizations, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;
  2. to any manufacturer of aircraft, engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operation or their respective employees or agents with respect to any occurrence arising out of the operation thereof;
  3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (d) shall not apply if it restricts the insurance granted under sub-division (c) above.

2. PERSONAL INJURIES -

The term "personal injuries" wherever used herein means bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.

3. PROPERTY DAMAGE -

The term "Property Damage" wherever used herein shall mean loss of or direct damage to or destruction of tangible property (other than property owned by the Named Assured).

4. ADVERTISING LIABILITY -

The term "Advertising Liability" wherever used herein shall mean:-

- (1) Libel, slander or defamation;
- (2) Any infringement of copyright or of title or of slogan;
- (3) Piracy or unfair competition or idea misappropriation under an implied contract;
- (4) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Assured's Advertising activities.

5. OCCURRENCE -

The term "Occurrence" wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

6. ULTIMATE NET LOSS -

The term "Ultimate Net Loss" shall mean the total sum which the Assured, or any company as his insurer, or both, become obligated to pay by reason of personal injury, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Assured's or of any underlying insurer's permanent employees.

The Underwriters shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

7. AUTOMOBILE -

The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

8. AIRCRAFT -

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

9. PRODUCTS LIABILITY -

The term "Products Liability" means

- (a) Liability arising out of goods or products manufactured, sold, handled or distributed by the Named Assured or by others trading under his name if the occurrence occurs after possession of such goods or products has been relinquished to others by the Named Assured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Named Assured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented or located for use of others but not sold;

ASE

- (b) Liability arising out of operation, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Named Assured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph: (i) pick-up or delivery, except from or onto a railroad car, (ii) the maintenance of vehicles owned or used by or in behalf of the Assured, (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

10. ANNUAL PERIOD -

The term "each Annual Period" shall mean each consecutive period of one year commencing from the inception date of this Policy.

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This policy shall not apply:-

- (a) to any obligation for which the Assured or any company as its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law provided, however, that this exclusion does not apply to liability of others assumed by the Named Assured under contract or agreement;
- (b) to claims made against the Assured:
- (i) for repairing or replacing any defective product or products manufactured, sold or supplied by the Assured or any defective part or parts thereof nor the cost of such repair or replacement;
  - (ii) for the loss of use of any such defective product or products or part or parts thereof;
  - (iii) for improper or inadequate performance, design or specification; but nothing herein contained shall be construed to exclude claims made against the Assured for personal injuries or property damage (other than damage to the product of the Assured) resulting from improper or inadequate performance, design or specification;
- (c) with respect to advertising activities, to claims made against the Assured for;
- (i) failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
  - (ii) infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
  - (iii) incorrect description of any article or commodity;
  - (iv) mistake in advertised price;
- (d) except in respect of occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Assured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Except insofar as coverage is available to the Assured in the underlying insurances as set out in the attached Schedule, this policy shall not apply:-

- (e) to liability of any Assured hereunder for assault and battery committed by or at the direction of such Assured except liability for Personal Injury or Death resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing personal injury or property damage; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees; unless such liability is already excluded under Exclusion (a) above;
- (f) with respect to any aircraft owned by the Assured except liability of the Named Assured for aircraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (g) with respect to any watercraft owned by the Assured, while away from premises owned, rented or controlled by the Assured, except liability of the Named Assured for watercraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (h) to any employees with respect to injury to or death of another employee of the same Employer injured in the course of such employment.

THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS:

A. PREMIUM -

Unless otherwise provided for the premium for this Policy is a flat premium and is not subject to adjustment except as provided in Condition B and F.

- B. In the event of Additional Assureds being added to the coverage under the Underlying Insurances during currency hereof prompt notice shall be given to Underwriters hereon and if an additional premium has been charged for such addition on the Underlying Insurances, Underwriters shall be entitled to charge an appropriate additional premium hereon.

C. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Item 2 of the Declarations shall be reduced by any amount due to the Assured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy Underwriters will continue to protect the Assured for liability in respect of such personal injury or property damage without payment of additional premium.

D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE -

As regards personal injury (fatal or non-fatal) by occupational disease sustained by any employee of the Assured, this policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an occurrence for which claim is made hereunder.

E. INSPECTION AND AUDIT -

Underwriters shall be permitted at all reasonable times during the policy period to inspect the premises, plants, machinery and equipment used in connection with the Assured's business, trade or work, and to examine the Assured's books and records at any time during the currency hereof and within one year after final settlement of all claims so far as the books and records relate to any payments made on account of occurrence happening during the term of this policy.

F. CROSS LIABILITY -

In the event of claims being made by reason of personal injuries suffered by any employee or employees of one Assured hereunder for which another Assured hereunder is or may be liable, then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

In the event of claims being made by reason of damage to property belonging to any Assured hereunder for which another Assured is, or may be, liable then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

Nothing contained herein shall operate to increase Underwriters' limit of liability as set forth in Insuring Agreement II.

G. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 3 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

H. ASSISTANCE AND CO-OPERATION -

The Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured but Underwriters shall have the right and shall be given the opportunity to associate with the Assured or the Assured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve Underwriters, in which event the Assured and Underwriters shall co-operate in all things in the defense of such claim, suit or proceeding.

I. APPEALS -

In the event the Assured or the Assured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, Underwriters may elect to make such appeal at their cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of Underwriters for ultimate net loss exceed the amount set forth in Insuring Agreement II for any one occurrence and in addition the cost and expense of such appeal.

J. LOSS PAYABLE -

Liability under this Policy with respect to any occurrence shall not attach unless and until the Assured, or the Assured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrences. The Assured shall make definite claim for any loss for which the Underwriters may be liable under the policy within twelve (12) months after the Assured shall have paid an amount of ultimate net loss in excess of the

amount borne by the Assured or after the Assured's liability shall have been fixed and rendered certain either by final judgment against the Assured after actual trial or by written agreement of the Assured, the claimant, and Underwriters. If any subsequent payments shall be made by the Assured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

**K. BANKRUPTCY AND INSOLVENCY -**

In the event of bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Underwriters shall not be relieved thereby of the payment of any claim hereunder because of such bankruptcy or insolvency.

**L. OTHER INSURANCE -**

If other valid and collectible Insurance with any other insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

**M. SUBROGATION -**

Inasmuch as this policy is "Excess Coverage", the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, the Underwriters will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights or recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Underwriters are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue, if any. Expense necessary to the recovery of any such amounts shall be apportioned between the interests (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

**N. CHANGES -**

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop Underwriters from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by Underwriters.

**O. ASSIGNMENT -**

Assignment of interest under this policy shall not bind Underwriters unless and until their consent is endorsed hereon.

**P. CANCELLATION -**

This policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this policy shall be sufficient proof of notice, and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

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If this policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this policy has been in force. If this policy shall be cancelled by the Underwriters, the Underwriters shall retain the pro-rata proportion of the premium for the period this policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters made no payment or tender of return premium with such notice.

Q. CURRENCY -

The premiums and losses under this policy are payable in the currency stated in Item 4 of the Declarations. Payment of premium shall be made as stated in Item 5 of the Declarations.

R. CONFLICTING STATUTES -

In the event that any provision of this policy is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Assured with the same effect as if it complied with such Statute.

S. SERVICE OF SUIT CLAUSE -

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 6 of the Declarations, and that in any suit instituted against any one of them upon this policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 6 are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this policy of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

T. MAINTENANCE OF UNDERLYING INSURANCES -

It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Assured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Underwriters shall only be liable to the same extent as they would have been had the Assured complied with the said condition.

DATED:

STEWART, SMITH & CO., INC.

By \_\_\_\_\_

ATTACHING TO AND FORMING PART OF POLICY NO.

3 078 2-100

DECLARATIONS

ITEM 1. Named Assured: **COLUMBIA BROADCAST SYSTEMS INC/AN ASSURED  
LIMIT CORPORATION**

ITEM 2. Limit of Liability - As Insuring Agreement II.

(a) Limit in all in respect of each occurrence \$ **2,000,000**

(b) Limit in the aggregate for each annual period where applicable \$ **2,000,000**

ITEM 3. Notice of Occurrence (Condition G) to: **STEWART SMITH & CO., INC.**

ITEM 4. Currency (Condition Q): U. S. Currency. **Dollars**

ITEM 5. Payment of Premium (Condition Q) to: **STEWART SMITH & CO., INC.**

ITEM 6. Service of Process (Condition S) upon: **Stewart & Smith  
47 Wall Street  
New York, New York**

DATED: **February 26th, 1960**

STEWART, SMITH & CO., INC.

By \_\_\_\_\_

*AS 2/27/60*

CN# 6511200  
Gross Prem. STEWART, SMITH & COMPANY, LTD. - LONDON COPY 1  
Commission 72.8  
Federal Tax 434.82

No. C 65E 2-102

PREVIOUS NO. C 64E 2-110

(On 434.82 we) confirm that acting upon your instructions we have effected insurance for your account with INSURANCE COMPANIES in the form enclosed herewith.

**Assured:** COLUMBIA HYDROGEN CORPORATION AND/OR  
COLUMBIA FIBRO CORPORATION  
P. O. Box 1483  
Augusta, Georgia

**Term:** February 13th, 1966 to February 13th, 1968 both days  
at 12:01A.M., at the address of the Assured

**Coverage:** Excess Liability, as per wording attached to  
L 65E 2-102

**Limit:** As per form attached to L 65E 2-102

**Rate:** Adjustable annually at 9.075 per \$1000 of Revenue

**Bareon:** 36.941%

**Premium:** \$424.82 part of \$1150.00 - Minimum & Deposit - 1st Annual  
2nd Annual Minimum/Deposit Due 2/13/66 - \$424.82  
3rd Annual Minimum/Deposit Due 2/13/67 - \$424.82

**Security:**

15.034%	DOMINION INS. CO. LTD.	
5.155%	EXCESS INS. CO. LTD.	
3.436%	RIVER TRAMPS INS. CO. LTD.	
4.296%	WORLD AUXILIARY INS. CO. LTD.	
1.718%	ST. BENOIS INS. CO. LTD.	
6.443%	SWISS UNION GEN'L. INS. CO. LTD.	66 2/3%
	HAMBLYN INS. CO. LTD.	33 1/3%
.358%	ORION INS. CO. LTD.	

Subject to the same terms, limitations and conditions  
as now contained on or are hereinafter endorsed on  
Lloyd's Cover Note No. L 65E 2-102

30

The insurance effected by this cover note is subject to 10 days cancellation clause.

This cover note and the insurance effected by it are subject to all terms and conditions of the policy and/or certificate of insurance to be issued. This cover note shall be automatically terminated and voided by delivery of policy and/or certificate of insurance to the Assured.

DATED AT NEW YORK, N. Y.

STEWART, SMITH & CO., INC.

February 25th, 19 66

PER \_\_\_\_\_

This is to certify that 4% of the premium payable on this insurance for U. S. Government stamp in respect to the Federal Stamp Tax due hereon has been paid and for evidence of this reference may be made to the duplicate copy of this document on file with STEWART, SMITH & CO., INC.

**ENDORSEMENT**

ADDITIONAL PREMIUM \$  
RETURN PREMIUM \$

Attached to and forming part of Cover Note No. **L 654 2-102**  
in the name of **COLUMBIA NITROGEN CORPORATION, et al.**

Effective date of this endorsement is **February 12, 1965**

Endorsement No. **2**

**It is understood and agreed that the Self Insured Retention as more fully defined in agreement II, Paragraph (b) is hereby amended to read \$10,000.**

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

DATED: **February 26th, 1965**

55-107

**STEWART, SMITH & CO., INC.**

By \_\_\_\_\_

ATTACHING TO AND FORMING PART OF COVER NOTE NO. b 202 2-100

In the Name of COLLEBIA INSURANCE CORPORATION, etal

Effective Date of This Endorsement is 2/13/68 ENDORSIMENT !

UMBRELLA

THREE YEAR PREMIUM AND ANNUAL ADJUSTMENT ENDORSEMENT

Notwithstanding anything stated herein to the contrary it is hereby agreed that the Premium for this Cover Note is a three year Minimum and Deposit Premium subject to adjustment with the Earned Premium to be calculated at the rate of .075 per 100 of the Assured's Gross Receipts. The Assured shall declare to Underwriters as soon as possible after each anniversary date the total amount of their Gross Receipts during the said annual period. If the amount of premium calculated in accordance with the above formula exceeds the annual Minimum and Deposit Premium then the Assured shall pay the amount of additional earned Premium which is in excess of said Deposit. In the event the Earned Premium is less than the Deposit then the Minimum and Deposit shall be considered to be fully earned.

It is also agreed that, notwithstanding anything contained herein to the contrary, if this Cover Note shall be cancelled by the Assured, the Underwriters shall be entitled to the Earned Premium for the period that this Cover Note has been in force or the Short Rate proportion of the Minimum Premium whichever is the greater. If this Insurance shall be cancelled by the Underwriter they shall be entitled to the Earned Premium for the period that this Insurance has been in force or pro-rata of the Minimum Premium, whichever is the greater.

**STEWART WHITE & CO., INC.**

BY \_\_\_\_\_

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: February 26th, 1968

**DUPLICATE**

THIS DOCUMENT SHOULD BE ATTACHED TO THE ORIGINAL POLICY.

# Collective Renewal Policy & Receipt.

Insured : COLUMBIA NITROGEN CORPORATION AND/OR COLUMBIA NIPECO CORPORATION

Sum Insured Hereby : 36,943% part of 100% of limits

In Consideration of the payment of U.S.\$424.82 part of U.S.\$1,150.00 being a Minimum  
Deposit premium

WE, THE UNDERSIGNED INSURERS, agree to hold the Insured covered during the period of TWELVE  
MONTHS commencing Thirteenth February, 1965 at 12.01 a.m. Local Standard Time

and ending on Thirteenth February, 1966 at 12.01 a.m. Local Standard Time AGAINST the risks and

upon the terms and conditions (including any endorsements thereon) of the COLLECTIVE POLICY

NO. 64/10754/2/BB 783251 dated the Twenty-eighth day of August 19 64

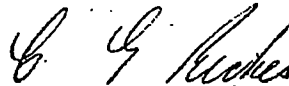
Now know ye that we the Insurers do hereby bind ourselves, each Company for itself only and not one for another and in respect only of the due proportion of each Company, to pay to the Insured or the Insured's Executors, Administrators and Assigns, all such loss as above stated that the Insured may sustain during the aforesaid period, not exceeding in all the sum insured as properly apportioned to the sums, or to the percentages or proportions of the sum insured, subscribed against our names respectively.

If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

IN WITNESS whereof I being a representative of the Leading Company and authorised by the said Company and by all other Companies appearing hereon to sign this Policy on their behalf, have hereunto subscribed my name this Twenty-Second day of July 1965

THE DOMINION INSURANCE COMPANY LIMITED

65/10754/2/BB 786984/BI



Assistant Accident Underwriter.

P.T.O.

THE ASSURERS

Amount Percentage or Proportion	Company	Reference No.
15.03%	THE DOMINION INSURANCE COMPANY LIMITED	18518 624
5.25%	HINCHES INSURANCE COMPANY LIMITED	
3.43%	RIVER THAMES INSURANCE COMPANY LIMITED	
4.29%	WORLD AUXILIARY INSURANCE CORPORATION LIMITED	
1.71%	ST. HELENS INSURANCE COMPANY LIMITED	
6.44%	SWISS UNION GENERAL INSURANCE COMPANY LIMITED 66% HINCHER INSURANCE COMPANY LIMITED 33% (DOR. HAYWOOD AND PARTNERS)	
.85%	ORION INSURANCE COMPANY LIMITED	

65/048593

Form approved by Lloyd's Underwriters' Fire and Non-Marine Association.

THIS RENEWAL POLICY ATTACHES TO AND FORMS PART OF THE ORIGINAL POLICY SPECIFIED BELOW, TO WHICH IT SHOULD BE PERMANENTLY ATTACHED



No Policy or other Contract dated on or after 1st Jan., 1954, will be recognised by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

# LLOYD'S RENEWAL POLICY

(Subscribed only by Underwriting Members of Lloyd's all of whom have complied with the requirements of the Insurance Companies Act, 1954, as to security and solvency.)

Any person not an Underwriting Member of Lloyd's subscribing this Policy, or any person sharing the same if so subscribed, will be liable to be proceeded against under Lloyd's Act.

Printed at Lloyd's, London, England.

30022

In consideration of the payment of the renewal premium specified in the Schedule herein (the receipt of which is hereby acknowledged), We the Underwriters, members of the Syndicate(s) the definitive number(s) of which is/are set out in the Table overleaf, or attached overleaf, hereby agree, each for his own part and not one for another, and in respect of his due proportion only, to insure during the period specified in the Schedule upon the terms and conditions of the Lloyd's Original Policy (specified in the Schedule) and any endorsements thereon and of any Renewal Policies (including this Renewal Policy) attaching thereto and any endorsements on such Renewal Policies and so that the due proportion for which each of Us the Underwriters is liable shall be the share set against his name as a member of the relevant Syndicate in the list hereinafter referred to of the Amount, Percentage or Proportion of the total sum insured which is in the said Table set opposite the definitive Number of the Syndicate of which such Underwriter is a member.

In witness whereof the Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE,

*V. J. Phillips*  
MANAGER

639

## SCHEDULE

Renewal Policy No.	65/10754/2	/	EB 786984
Original Policy No.	64/10754/2	/	EB 783231
The Assured	COLUMBIA HYDROGEN CORPORATION AND/OR CONWERKA NITRO CORPORATION		
The renewal premium	U.S.\$725.28 part of U.S.\$1,150.00 being a Minimum and Deposit premium (Annual)		
The period	from Thirteenth February, 1965 to Thirteenth February, 1968 both days inclusive at 12.01 a.m. Local Standard Time		

Dated in London, the

25 JUN 1965

Endorsement(s) (if any)

This Policy being for 65.059% covers its pro rata proportion of the risks and liability set forth herein, and the percentages signed hereon are percentages of 100% and not of 65.059%.

It is understood and agreed that with effect from 13th February, 1965 at 12.01 a.m. Local Standard Time, the period of this insurance is amended to read as follows:-

36 month at 13th February, 1965 at 12.01 a.m. Local Standard Time.

All other terms and conditions remain unchanged.

### NAMES AND SHARES OF THE UNDERWRITERS

The names of the Underwriters being members of the Syndicate(s) the definitive number(s) of which is/are set out in the Table above referred to are set out in a list entitled "List of Underwriting Members of Lloyd's showing their respective Syndicates and shares therein" as at the date hereof, which is filed with the Lloyd's Policy Signing Office and is available for inspection by the assured and which shall be deemed to be incorporated in and to form part of this policy. A certified true copy of the list or of the assured's opinion of the material parts of the list under the signature of the Manager of the Lloyd's Policy Signing Office will be furnished to the assured on application and shall be binding and conclusive upon the Underwriters.

The Table above referred to being a Table showing

- (a) the definitive members of the Syndicate(s) the members of which are parties to this Insurance; and
- (b) the amount underwritten for, or the percentage or proportion of the total sum insured underwritten for each Syndicate and shared among its members.



21.3.69.  
N.M.A. 1448

CONFIDENTIAL

2016-001140 Record on Appeal 1017

LON000027



ATTACHING TO AND

Issued for: ~~CONFIDENTIAL~~  
Effective: February 13, 1968

- Additional Premium
- Return Premium of \$ 1064.49
- State Tax \$
- Federal Tax \$
- Filing Fee \$

B14496

London City 6.5/110  
 Gross Premium 1664.49  
 Commission 20  
 Federal Tax (encl. 1664.49)

Hereon

- Report
  - Final Adjustment
- Period from 2/13/67 to 2/13/68 (Actual Audit period is 1/1/67 to 1/1/68)  
 Underwriters agreed to use for our calc
- Primary Premium \$
  - Payroll \$
  - Gross Receipts \$29,526,485.78
  - Rate \$ .075 per \$1,000 Gross Revenue
  - Earned Premium \$2214.49
  - Deposit Premium \$ 1150.00
  - Return Premium \$
  - Additional Premium \$ 1064.49

4/28/68

SS 216

ATTACHING TO AND FORMING PART OF COVER NOTE NO. 155X 2-102

Issued to: **COLUMBIA NITROGEN CORP., et al**  
Effective: **February 13, 1967**

- Additional Premium
- Return Premium
- of \$ **687.16**
- State Tax \$
- Federal Tax \$
- Filing Fee \$

London CN# 05/110754/2 B 10  
 Gross Prem. 687.16  
 Commission 2.7  
 Federal Tax 4.9  
 (on 687.16)

- Report
- Final Adjustment

Hereon

**63.059%**

Period from **2/13/66 to 2/13/67**

- Primary Premium
- Payroll
- Gross Receipts
- 

\$  
\$  
\$ **24,495,483.**

- Rate
- Earned Premium
- Depreciated Annual Premium
- Return Premium
- Additional Premium

\$ **.075 per \$1000 - Gross Receipts**  
 \$ **1,837.16**  
 \$ **1,150.00**  
 \$ **1,150.00**  
 \$ **687.16**

SS 216 **June 6th, 1967 ca**

**ENDORSEMENT**

London CN# 65-10257/e  
Gross Prem. 1150.48  
Commission 20 % ADDITIONAL PREMIUM \$ **1150.00**  
Federal Tax 4 % RETURN PREMIUM \$  
(on 1150.48)

13.09

Attached to and forming part of Cover Note No. **L 65E 2-102**  
in the name of **COLUMBIA NITROGEN CORPORATION, etal**  
Effective date of this endorsement is **February 13, 1967** Endorsement No. **5**

**3rd Annual Minimum and Deposit premium Due February 13, 1967**

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.  
APR 9 1967

STEWART, SMITH & CO., INC.

By \_\_\_\_\_

ATTACHMENT

Issued To:

Effective:

Additional Premium

Return Premium of \$

State Tax \$

Federal Tax \$

Rating Fee \$

Hereon **63.85%**

Report

Final Adjustment

Period from **2/12/66**

to **2/12/66** (Actual Audit Period is 1/1/65 to 1/1/66. All calculations agree to use for calculations)

Primary Premium

Payroll

Gross Receipts

\$ **14,634,000**

Rate

\$ **0.78 per \$1,000 Gross Receipts**

Earned Premium

\$ **1,064.80**

Deposit Premium

\$ **1,150.00**

Return Premium

Additional Premium

\$ **Nil - Deposit Premium Applies**

**1/18/67**

SS 216

65/10754/2

**ENDORSEMENT**

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

Attached to and forming part of Cover Note No. **1 658 2-102**

in the name of **GEORGIA NITROGEN CORP, KIAL.**

Effective date of this endorsement is **September 15, 1966** Endorsement No. **4**

It is understood and agreed that the schedule of primary policies is amended to include the following covering leased aircraft.

<u>CARRIER</u>	<u>PRIMARY LIMIT</u>
U. S. Aircraft Insurance Group	\$10,000,000.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**STEWART, SMITH & CO., INC.**

DATED: **September 28, 1966**  
sd-187 **ld**

By \_\_\_\_\_

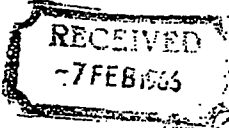
**ENDORSEMENT**

London CN# 05/16754/2 802  
Gross Prem. 725.18  
Commission 2.7 ADDITIONAL PREMIUM \$ 725.18 P/O  
Federal Tax 4.7 RETURN PREMIUM \$  
(on 725.18)

Attached to and forming part of Cover Note No. **L 051 2-100**

in the name of **COLUMBIA NITROGEN CORP., ETAL**

Effective date of this endorsement is **February 19, 1966**



Endorsement No. \_\_\_\_\_

**2nd Annual Minimum and Deposit Premium due February 13,**

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**STEWART, SMITH & CO., INC.**

DATED: **February 3, 1966**

By \_\_\_\_\_

SS-167

**ENDORSEMENT**

London CN# 65/10254/2  
 Gross Prem. 424.82  
 Commission 20% ADDITIONAL PREMIUM \$24.88 P/O \$1  
 Federal Tax 4% RETURN PREMIUM \$  
 (on 424.82)

Attached to and forming part of Cover Note No. C 65E 2-102

in the name of **COLUMBIA NITROGEN CORP., ETAL**

Effective date of this endorsement is **February 13, 1966** Endorsement No. **1**

**2nd Annual Minimum and Deposit Premium Due February 13, 1966**

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**STEWART, SMITH & CO., INC.**

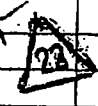
DATED: **February 3, 1966**

By \_\_\_\_\_

25-187

POLICY No. 65-10754-2

29 MAR 1965

Insurer	Line (%)	POLICY SIGNING			ENDT. No.	
		Debit No. BB-48694		Coy's Signing	Dr./Cr. No.	
		Gross	Nett.		Gross	Nett.
Rayco	63.059	725.18	514.88			
Dominion	15.034	172.89	122.75			
Excess	5.155	59.28	42.09	6547210361	330	
P. Moore	3.436	39.52	28.06			
H. Ace	4.206	49.60	35.07			
St. Helena	1.418	19.76	14.03			
S. Union	6.443	74.09	52.60			
Other	.859	9.88	7.01	65181881(8470)		
	100.7	1150.00	816.49			
						
COLLECTIVE PPN. 36.941 %						
COLLECTIVE PREMIUM. GROSS		424.82	:	NETT	301.61	
I.L.U. PPN. %						
I.L.U. PREMIUM. GROSS			:	NETT		
POLICY/ENDT. CLOSINGS TYPED 2/4/65						
BUREAU SHEETS TYPED 15/4/65						
LLOYD'S/COMPANIES 15/4/65						
S.L. 7A						

POLICY No. 85m.1a754.2

Insurer	Line (%)	POLICY SIGNING			ENDT. No.	
		Debit No.			Dr./Cr. No.	
		Gross	Nett	Co. Ref. Nos.	Gross	Nett
Panama	15.034	172.89	122.75			122.75
Excels.	6.155	72.28	42.09			42.09
R. James	3.436	39.52	22.01			22.01
N. York	4.226	49.40	25.27	AP 601 CS 786		25.27
St. Hal	1.419	16.70	10.03			10.03
S. Union	6.443	74.09	52.60			52.60
Over	.859	9.89	7.01			7.01
LLOYDS						
LLOYDS ILLINOIS SURPLUS	62.059	725.18	514.38			514.38
COLLECTIVE COYS.						
I.L.U. ILLINOIS LICENCED	36.941	424.82	301.61			301.61
I.L.U.						
OTHER COYS.						
TOTALS	1207	1150.00	816.49			816.49
POLICY/ENDT. CLOSINGS TYPED						1150.00
BUREAU SHEETS TYPED	15-7-66					8/5/67
SL 7AR						





# **EXHIBIT 2**

2016-001140 Record on Appeal 1029

NO CLAIMS PAID  
ADVISED OR O/S

25 SEP 1969

MAR 1970

Cover Note No.	Agency Ref.
68-10444-2	68 E-163
Debit No.	
D14449	
Signing Slips	1
Currency	US\$
Leaders	
100% Premium (Gross)	
Hereof Proportion	\$2500.00
Hereof Proportion	\$1775.00
Associated R/Ts	

STEWART, SMITH & CO

COMPLAINT

68/0317 E/S

...SING CLAUSE NO. ONE

...not otherwise to the terms of the... 1950, Co...  
 respect of this Policy shall not be required...  
 to be sent to Companies together with...  
 by check or change of administrative details...  
 ...Company.

NEW YORK, U.S.A.

NEW YORK, U.S.A.

# STEWART, SMITH & CO., LIMITED

## UMBRELLA LIABILITY.

Umbrella Wording as  
expiring (or t.b.a. (L/U))  
Plus NMA.1256./

PERIOD: 36 months at 13th February, 1968 12.01 a.m./  
L.S.T.

ASSURED: COLUMBIA NITROGEN CORPORATION AND/OR  
COLUMBIA NIPRO CORPORATION,  
P.O. Box 1483,  
Augusta,  
Georgia. /

### POLICY FOR LIMITS OF:

\$1,000,000 any one occurrence. /

### EXCESS OF:

Primary Limits as per Schedule. /

### OR:

\$10,000 for uninsured perils.

Agreed that in respect of Assured's operations in Georgia this  
Policy shall be excess of \$25,000 each and every loss  
carried as self-insurance.

30 days Cancellation Clause.

ADJUSTABLE

O.D. and Products in the aggregate.

MINIMUM AND DEPOSIT PREMIUM: \$7,500 payable 1/3rd p.a. /

Adjustable annually at 7 1/2% revenue. /

Less 25% and 4% Tax.

AGREED TO RENEW BY RENEWAL RECEIPT IF REQUIRED  
WITHOUT PRODUCTION OF OLD SLIP OR POLICY.

ARL 64-10754-2 BR 983251 25/2

11

Subject to S.S. Collective Policy Signing Clause No.1 attached  
INFORMATION: 2nd Renewal.

application, or seepage and pollution exposure, in any  
event covered by primary.

YEAR	MONTH
68	2.

*JW* 25  
68

*Sir* 25  
*W* 26  
68



COLUMBIA NITROGEN

SCHEDULE OF PRIMARIES

GENERAL LIABILITY INCLUDING PRODUCTS	\$1,000,000 C.S.L.	Aetna \$16,5
AUTO LIABILITY	B.I. \$500,000/1,500,000 P.D. \$500,000	Aetna \$13,4 \$6,4
E.L.	\$100,000 except Georgia which \$25,000 each and every loss self-insured.	
AIRCRAFT LIABILITY	\$10,000,000	U.S.A.I.G.

*25*  
*Sir*

*W*  
*4/26*  
*86*

9

NY 4 BLDG NO. 68/924

ASSURED: COLUMBIA NITROGEN

68 2

PERIOD: SHORT ALL OTHER

36% 37% 13.42% STURGE 201 210

6.37% 6.25% 347

6.11% ROUSE 254 347

59% 210 210

ALL OTHER UNDERWRITERS AS PER CONTRACT NO. 36419

HEREON: 59.34% LLOYDS.

17.90% Dominion (Coll)

6.72% Excess 320 (Coll) 6847 15160

3.72% W. Aux 57/E22/1282 (Coll)

6.42% Swiss Union 320257 (Coll)

3.21% Minster

2.69% Orion N/M L209193 (Coll)

HEREON: 40.66% COMPANIES.

20/10/12  
 COMMERCE  
 AUDIT  
 13/2/06  
 AP # 12345  
 NA # 9403  
 BEST VALUE  
 L.P.S. 05  
 No. 0-34567  
 ENTRY No. 1057  

AM	100%
AP	5
LP	05

 L.P. 8.0-34567  

TAX	
09	15

 © 364-19  
 SL 17

6

POLICY No. 608-10756-2

7 MAY 1968

Insurer	Comm.	Tax (%)	Line (%)	POLICY SIGNING			TENDERS
				Gross	Net	Co. Ref. No.	
Qu...			1.90	467.50	317.72	22241151	
Excess			6.72	468.00	119.28	6917/1508/1207	13.80
N. Law			3.72	93.00	66.03	22103/22103	
S. Law			6.42	160.50	113.96	320252/17	
H. Law			3.21	80.25	56.98		
Law			2.61	67.25	47.75	oc 228825 (209193)	
LLOYDS	251.41		59.36	1483.50	1053.70		1183.00
LLOYDS ILLINOIS SURPLUS							
I.L.U. ILLINOIS LICENCED							
I.L.U.							
COLLECTIVE COYS.							
OTHER COYS.			40.66	1016.50	721.72		1016.50
TOTALS				1201.2500	715.00		6500.00
POLICY/ENDT. CLOSING TYPED	17/68						
BUREAU SHEETS TYPED	10/5/68						
S.L. TARY							100%

68-1075-1  
7th SLIP 68/924. 2ND YEAR.

ADJUSTABLE

ASSURED:- COLUMBIA NITROGEN

SHORT  N/M  ALL OTHER

PERIOD:- 24 months at 13th February 1969

5.37% G.H. ROOSE

254

347

13.42% STUNGE

201

210

38635

PERIOD MONTH  
69/2

ALL OTHER UNDER 60000 PER CONTRACT NO. 38635

HEREON: 59.34% FLOYD'S.

69/042707

17.90% DOMINION 68652  
6.72% EXCESS 320  
3.72% WORLD AUXILIARY 67/22/1282  
6.42% SWISS UNION }  
3.21% HINSTER } 320257  
Per Heywood & Partners.  
2.69% ORION N/M L209193

HEREON: 40.66% COMPANIES.

? add.

POLICY-NORMAL ANNUAL RESIGNATURE

68/042707

Policy No. 9.B.103.44 V

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

WHEREAS certain Underwriting Members of Lloyd's (hereinafter called "the Reinsured") who subscribed Lloyd's Policy No. 68-10754-2 (hereinafter called "the Reinsured Policy") have paid £1083.50 6s as Provisional Premium to Us, who have hereunto subscribed our Names to reinsure them in respect of their liability under the Reinsured Policy during the period commencing on the 13th day of February 1969, and ending on the 13th day of February 1977 both days the sum insured subject matter and hazards insured by the Reinsured Policy being defined on the Slip overleaf.

The Reinsured agree to pay as premium hereunder that proportion of the premium due under the Reinsured Policy which is applicable to the period of this reinsurance, and the provisional premium shall be adjusted if and when necessary.

And WHEREAS this Policy is a reinsurance of the Reinsured Policy, and is subject to the terms and conditions contained therein and shall pay as may be paid thereon.

NOW KNOW YE that We, the Underwriters, members of the Syndicate(s) referred to in the Slip whose names and whose respective proportions of the amount subscribed by the respective Syndicates (as stated in the Slip) appear in the list of Syndicates kept at Lloyd's current at the date hereof, hereby bind Ourselves, each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to pay or make good to the Reinsured, all such Loss as aforesaid as may happen to the subject matter of this Reinsurance, or any part thereof during the continuance of this Policy; not exceeding 100% of the liability accepted by the reinsured Policy, such payment to be made within Seven Days after such Loss is proved.

IN WITNESS whereof the Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

Dated in London, the 6th day of OCTOBER 1969

LLOYD'S POLICY SIGNING OFFICE

*M. Ellin* Manager

STEWART SMITH & CO. LTD.

as N.M.A. 1034

SL 1/2


LON000074

2016-001140 Record on Appeal 1039

CONFIDENTIAL

68-10754  
COLUMBIA NITROGEN  
AUDIT  
13/2/69 - 13/2/70  
NO ADJUSTMENT  
MINIMUM APPLIES

S.L. 1/2

68-10754  
INSTALLMENT  
PREMIUM  
13. 2. 1969  
6  
13. 2. 1970  
AP 2,500.00  
NA 1,834.33  
BB 10344V 

Alp	BB10344V
Lloyds	1112.62
N.A.	
L.P.O. SIGNING DATE & N	

100% N/A 1875.00

S.L. 1/2



3

40070 / 1970

68-1075

ASSURED:- COLUMBIA MICROFILM

PERIOD:- 12 MONTHS (13th FEBRUARY 1970)

EXACTLY  
23  
E.I. MAY 1970

L.B. 51% G.N. HOUSE  
13.42% STURGEON  
V.V.C.

254 3447  
201 210210

TEARS  
10 2

OTHER UNDERWRITERS AS PER CONTRACT NO. 3888

HEREON: 59.34% LLOYD'S.

- 17.90% DOMINION 68652
- 6.72% EXCESS 320
- 3.72% WORLD AUXILIARY 67/22/1282
- 6.42% SWISS UNION } 320257
- 3.21% MINSTER }  
per Heywood & Partners.
- 2.69% ORION N/M L209193

HEREON: 40.66% COMPANIES.

STEWART & LLOYD

SLIP POLICY - NORMAL ANNUAL RESIGNATURE

707015385 (Approved by Lloyd's Underwriters Non-Marine Association) 4007011970 BB14537C

Whereas certain Underwriting Members of Lloyd's (hereinafter called "the Reinsured") who subscribed Lloyd's Policy No. 68-70754-2 (hereinafter called "the Reinsured Policy") have paid 114350 GR as Provisional Premium to Us, who have heretofore subscribed our Names to reinsure them in respect of their liability under the Reinsured Policy during the period commencing on the 13th day of February 1970, and ending on the 13th day of February 1971 both days the sum

insured subject matter and hazards insured by the Reinsured Policy being defined on the Slip overleaf.

The Reinsured agree to pay as premium hereunder that proportion of the premium due under the Reinsured Policy which is applicable to the period of this reinsurance, and the provisional premium shall be adjusted if and when necessary.

And WHEREAS this Policy is a reinsurance of the Reinsured Policy, and is subject to the terms and conditions contained therein and shall pay as may be paid thereon.

NOW KNOW YE, that We, the Underwriters, members of the Syndicate(s) referred to in the Slip whose names and whose respective proportions of the amount subscribed by the respective Syndicates (as stated in the Slip) appear in the list of Syndicates kept at Lloyd's current at the date hereof, hereby bind Ourselves, each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of the date part thereof to pay or make good to the Reinsured, all such Loss as aforesaid as may happen to the subject matter of this Reinsurance, or any within Seven Days after such Loss is proved.

IN WITNESS whereof the Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

25 Dated in London, the 7th day of MAY 1970 LLOYD'S POLICY SIGNING OFFICE


Wellington  
MANAGER.

N.M.A. 1034

SL-112

68/10754/2  
 COLUMBIA NITROGEN  
 CORPORATION  
FINAL AUDIT  
 FEBRUARY 13th, 1970 TO  
 FEBRUARY 13th, 1971  
  
 NO ADJUSTMENT.  
  
 MINIMUM AND  
 DEPOSIT APPLIES

S.L. 1/2

68-10754  
 INITIALMENT  
 PREMIUM  
 13-2-70  
 6  
 13-2-71  
  
 P.P. \$ 2,500.00  
 NA \$ 1,834.36  
  
 BB 14537C  
 4-3-70  
 CON. NO. 40070  
  
 LEAS. CHARGE NO. 40070  
 No. C 40070  
 ENTRY No. 884557C  
 BY: TUN, NA  
 AP: 1875-00  
 RP:   
 L.F.S.O. SIGNING No.  
 70/015389

S.L. 1/2

68/0357441

Form approved by Lloyd's Underwriters' Fire and Non-Marine Association.

THIS RENEWAL POLICY ATTACHES TO AND FORMS PART OF THE ORIGINAL POLICY SPECIFIED BELOW, TO WHICH IT SHOULD BE PERMANENTLY ATTACHED



No Policy or other Contract dated on or after 1st Jan., 1971, will be recognized by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

# LLOYD'S RENEWAL POLICY

(Subscribed only by Underwriting Members of Lloyd's all of whom have complied with the requirements of the Insurance Companies Act, 1964, as to security, etc. otherwise.)

Any person not an Underwriting Member of Lloyd's subscribing this Policy, or any person signing the same if so subscribed, will be liable to be proceeded against under Lloyd's Act.

Printed at Lloyd's, London, England.

31 JUL 1968

In consideration of the payment of the renewal premium specified in the Schedule hereto (the receipt of which is hereby acknowledged), We the Underwriters, members of the Syndicate(s) the definitive number(s) of which is/are set out in the Table overleaf, or attached overleaf, hereby agree, each for his own part and not one for another, and in respect of his due proportion only, to insure during the period specified in the Schedule upon the terms and conditions of the Lloyd's Original Policy (specified in the Schedule) and any endorsements thereon and of any Renewal Policies (including this Renewal Policy) attaching thereto and any endorsements on such Renewal Policies and so that the due proportion for which each of Us the Underwriters is liable shall be the share set against his name as a member of the relevant Syndicate in the list hereinafter referred to of the Amount, Percentage or Proportion of the total sum insured which is in the said Table set opposite the definitive Number of the Syndicate of which such Underwriter is a member.

It is ~~declared~~ whereof the Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE,

*W. M. H. H. H.*  
MANAGER

675

## SCHEDULE

Renewal Policy No.	68/10754/2/B 14449	Type of Insurance	PROPERTY LIABILITY
Original Policy No.	64/10754/2/BB 783251		
The Assured	COLUMBIA BROADCAST CORPORATION AND/OR COLUMBIA BROADCAST SYSTEM INCORPORATED		
The renewal premium	U.S.\$1,487.50 part of U.S.\$2,500.00 being a first instalment Minimum and Deposit*		
The period	from Thirteenth February, 1968 to Thirteenth February, 1971 both days inclusive at 12.00 a.m. Local Standard Time		

Dated in London, the 13<sup>th</sup> JUL 1968

Endorsement(s) (if any).

\*Premium and further instalments are due and payable as follows:-  
13th February, 1968 U.S.\$1,487.50  
13th February, 1970 U.S.\$1,487.50

This Policy being due for 50% of the pro rata proportion of the risks and liability set forth herein, and the percentages signed hereon are percentages of 100% and not of 50-50%.



### NAMES AND SHARES OF THE UNDERWRITERS

The names of the Underwriters being members of the Syndicate(s) the definitive number(s) of which is/are set out in the Table above referred to are set out in a list entitled "List of Underwriting Members of Lloyd's showing their respective Syndicates and shares therein" as at the date hereof, which is filed with the Lloyd's Policy Signing Office and is available for inspection by the Assured and which shall be incorporated in and to form part of this policy. A certified true copy of the list or of the Assured's option of the material parts of the list under the signatures of the Manager of the Lloyd's Policy Signing Office will be furnished to the Assured on application and shall be binding and conclusive upon the Underwriters.

The Table above referred to being a Table showing

- (a) the definitive numbers of the Syndicates the members of which are parties to this Insurance; and
- (b) the amounts underwritten for, or the percentage or proportion of the total sum insured underwritten for each Syndicate and thereof among its members.

11.2.65.  
N.M.A. 1504



In all communications please quote the Renewal Policy Number appearing in the Schedule overleaf.

DUPLICATE



Renewal Policy

This Renewal Policy forms part of the original Policy, to which it should be permanently attached.

The Assured is requested to read this Renewal Policy and, if it is incorrect, return it immediately for alteration.

In the event of any occurrence likely to result in a claim under this Insurance, immediate notice should be given to:--

Definitive Numbers of Syndicates and Amount, Percentages or Proportion of the Total Sum Insured shared between the Members of those Syndicates.

AMOUNT, PERCENTAGE OR PROPORTION OF THE TOTAL SUM INSURED	SYNDICATE	PER CENT	633	36419	201/201
5.37	347	254			
1.42	210	201			
2.24	772	2110605282			
8.96	404	421			
2.17	361	00133442			
2.24	190	5240001463			
2.69	131	267			
2.02	100	0684953			
1.79	947	2A15518008N			
2.02	56	66XC4484			
2.24	884	83			
2.24	250	744			
1.01	484	OC227070			
2.02	440	P225706			
.90	870	LLA300C			
.90	910	LSN0327N7			
4.98	76	772			
1.90	510	6400			
.90	550	T65110132			
		TOTAL LINE	15	59.34	

P.S.O.  
11 JUL 1968  
4  
EXAMINED

FORM C.P.3.

**DUPLICATE**

THIS DOCUMENT SHOULD BE ATTACHED TO THE ORIGINAL POLICY.

## Collective Renewal Policy & Receipt.

Insured: COLUMBIA NITROGEN CORPORATION AND/OR COLUMBIA NITRO CORPORATION

Sum Insured Hereby: 40.00% part of 100% of limits

In Consideration of the payment of U.S. \$1,016.50 part of U.S. \$2,500.00 being a first instalment ~~Minimum and deposit premium and further instalments are due and payable~~  
WE, THE UNDERSIGNED INSURERS, agree to hold the Insured covered during the period of ~~TWELVE~~  
~~MONTHS~~ commencing Thirtieth February, 1968

and ending on Thirtieth February, 1971 both days at 12.01 a.m. Local Standard Time  
upon the terms and conditions (including any endorsements thereon) of the COLLECTIVE POLICY  
NO. 64/10754/2/RB 781251 dated the Twenty-eighth day of August, 1964

\*as follows:- 15th February, 1969 U.S. \$1,016.50  
15th February, 1970 U.S. \$1,016.50

Now know ye that we the Insurers do hereby bind ourselves, each Company for itself only and not one for another and in respect only of the due proportion of each Company, to pay to the Insured or the Insured's Executors, Administrators and Assigns, all such loss as above stated that the Insured may sustain during the aforesaid period, not exceeding in all the sum insured as properly apportioned to the sums, or to the percentages or proportions of the sum insured, subscribed against our names respectively.

If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

IN WITNESS whereof I being a representative of the Leading Company and authorised by the said Company and by all other Companies appearing hereon to sign this Policy on their behalf, have hereunto subscribed my name this 26th day of July 1968

THE DOMINION INSURANCE COMPANY LIMITED

68/10754/2/B 14449/BI

  
for Accident Manager

P.T.O.

THE ASSURERS

Amount Percentage or Proportion	Company	Reference No.
17.90%	THE DOMINION INSURANCE COMPANY LIMITED	2254634 71846 off 68652
6.72%	EXCESS INSURANCE COMPANY LIMITED	320
3.72%	WORLD AUXILIARY INSURANCE CORPORATION LIMITED	67/822/1282
6.42%	SWISS UNION GENERAL INSURANCE COMPANY LIMITED	320257
3.21%	MINTAK INSURANCE COMPANY LIMITED (per NEWTON AND PARTNERS)	
2.69%	CRION INSURANCE COMPANY LIMITED	1209193

ATTACHING TO AND FORMING PART OF COVER NOTE NO.

L 68E 1-168

Issued to: **COLUMBIA NITROGEN CORP. ETAL.**

Effective: **February 13, 1968**

**BB 11432C**  
**NA 94.03**

- Additional Premium
- Return Premium of \$ **128.15**
- State Tax \$
- Federal Tax \$
- Filing Fee \$

Hereon **59.34%**

- Report
- Final Adjustment

Period from **February 13, 1968** to **February 13, 1969**

- Primary Premium
- Payroll
- Gross Receipts
- Rate
- Earned Premium
- Deposit Premium
- Return Premium
- Additional Premium

\$  
\$  
**\$ 35,042,000.**

London CN# 68/1075  
Gross Prem. 52.11  
Commission 2.0  
Federal Tax 4  
(on 52.11)

**\$.075 per \$1000. Gross Receipts**

**\$ 2628.15**  
**\$ 2500.00**  
\$  
**\$ 128.15**

London CN# 68/1075/2  
Gross Prem. 76.04  
Commission 2.0 %  
Federal Tax 0 %  
(on 76.04)

**CASUALTY SECTION**

SS 216

67/1075/2

ATTACHING TO AND FORMING PART OF COVER NOTE NO.

L 602 1-162

Issued to: **CELLULOSE WATROZEN CORPORATION, et al**

Effective: **February 13, 1971**

Additional Premium

Return Premium

of \$ **\$11 - Minimum & Deposit Applies**

State Tax \$

Federal Tax \$

Filing Fee \$

Horse

Report

Final Adjustment

Period from **February 13, 1970 to February 13, 1971**

Primary Premium

\$

Payroll

\$

Gross Receipts

\$ **26,899,000**

Rate

\$ **.075 per \$100 Gross Receipts**

Earned Premium

\$ **2017.43**

Deposit Premium

\$ **2500.00**

Return Premium

\$

Additional Premium

\$ **\$11 - Minimum & Deposit applies**

SS 216

ATTACHING TO AND FORMING PART OF COVER NOTE NO. L 628 1 163

Issued to: **COLUMBIA-NITROGEN CORPORATION**

Effective: **February 13, 1970**

*68/10751*

- Additional Premium
- Return Premium
- of \$ **NIL - Minimum & Deposit Applies**
- State Tax \$
- Federal Tax \$
- Filing Fee \$

Hereon

- Report
- Final Adjustment

Period from **February 13, 1969** to **February 13, 1970** (Actual audit period  
 ; **January 1, 1969** to **January 1, 1970** which  
 ; writers agreed to use for our calculation

- Primary Premium
- Payroll
- Gross Receipts \$ **28,928,000.**
- Rate \$ **.075 per \$1,000 Gross Receipts**
- Earned Premium \$ **2,019.50**
- Deposit Premium \$ **2,500.00 (Minimum & Deposit)**
- Return Premium \$
- Additional Premium \$ **NIL - Minimum & Deposit applies**

**April 7, 1970 1c**

SS 216

**ENDORSEMENT**

ADDITIONAL PREMIUM \$ 2,500.00

RETURN PREMIUM \$ 88 145 37c

Attached to and forming part of Cover Note No. L 688 1-162

in the name of **COLLUMBIA NITROGEN CORP., et al**

Effective date of this endorsement is **February 13, 1969**

L/A 1834

Endorsement No. 5

3rd Installment Due February 13, 1970 - \$2,500.00

London CN# 68/102546  
Gross Prem. 1483.50  
Commission 22.7  
Federal Tax 8.8  
(on 1483.50)

London CN# 68/102547  
Gross Prem. 1016.  
Commission 22.7  
Federal Tax 4.8  
(on 1016.)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STEWART, SMITH & CO., IN

DATED: December 8, 1969

88-107 N. Y.

ASSURED **COLUMBIA HYDROGEN CORPORATION, et al**  
CERTIFICATE NO.  
COVER NOTE NO. **L 602 1-100**  
EFFECTIVE DATE **February 13, 1968**  
ENDORSEMENT NO. **1**

In consideration of the premium charged, it is understood and agreed that Item II, Limit of Liability, paragraph (B) is amended to read as follows:

(b) \$10,000.00 ultimate net loss in respect of each occurrence not covered by said underlying insurance (hereinafter called the underlying Limits), except as provided for in Endorsement No. 2 attached hereto.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

DATED: **April 10, 1968**

**STEWART, SMITH & CO., INC.**

By \_\_\_\_\_

ATTACHING TO AND FORMING PART OF COVER NOTE NO. L 823 1-193

In the Name of **COLUMBIA NITROGEN CORPORATION, et al**

Effective Date of This Endorsement is **2/12/68** Endorsement

UMBRELLA

THREE YEAR PREMIUM AND ANNUAL ADJUSTMENT ENDORSEMENT

Notwithstanding anything stated herein to the contrary it is hereby agreed that the Premium for this Cover Note is a three year Minimum and Deposit Premium subject to adjustment with the Earned Premium to be calculated at the rate of **3.275** per **100** of the Assured's **Gross Receipts**. The Assured shall declare to Underwriters as soon as possible after each anniversary date the total amount of their **Gross Receipts** during the said annual period. If the Amount of premium calculated in accordance with the above formula exceeds the annual Minimum and Deposit premium then the Assured shall pay the amount of additional earned premium which is in excess of said Deposit. In the event the earned premium is less than the deposit then the minimum and deposit shall be considered to be fully earned.

It is also agreed that, notwithstanding anything contained herein to the contrary, if this Cover Note shall be cancelled by the Assured, the Underwriters shall be entitled to the Earned Premium for the period that this Cover Note has been in force or the Short Rate proportion of the Minimum Premium whichever is the greater. If this Insurance shall be cancelled by the Underwriters they shall be entitled to the Earned Premium for the period that this Insurance has been in force or pro-rata of the Minimum Premium, whichever is the greater.

**S. STANT, SMITH & CO., INC.**

By \_\_\_\_\_

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

DATED: **April 18, 1968**

**ENDORSEMENT**

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

Attached to and forming part of Cover Note No. **L 62E 1-162**

in the name of **COLUMBIA NITROGEN CORPORATION, et al**

Effective date of this endorsement is **February 13, 1968** Endorsement No. **3**

**It is understood and agreed that in respect of Employers' Liability Coverage carried as Self-insurance by the Assured in the state of Georgia this Cover Note shall apply excess of \$25,000. each and every loss.**

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**STEWART, SMITH & CO., INC.**

DATED: **April 10, 1968**

SS-107 N. Y.

By \_\_\_\_\_

STEWART, SMITH & COMPANY, LTD.

No. L 1-123

PREVIOUS NO. 2-220

We confirm that acting upon your instructions we have effected insurance for your account with Underwriters at LLOYD'S LONDON, each for his own part and not one for another, as follows:

**Assured:** GEORGIA LITTONS CORPORATION AND/OR  
 GEORGIA LITTONS CORPORATION  
 P. O. Box 1422  
 Augusta, Georgia

**Term:** February 1948, 1948 to February 1949, 1949 each term  
 at 12:01 AM, at the address of the Assured

**Coverage:** Subvols Liability, as per form attached

**Limit:** As per form attached

**Rate:** Adjustable annually at \$0.75 per \$1,000 of Revenue

**Premium:** \$2,250.00 - 1st Annual Installment - Minimum 2 Months  
 2nd Annual Installment Due February 15, 1949 - \$2250.00  
 3rd Annual Installment Due February 15, 1950 - \$2250.00

B 14

STEWART: 28,245

London CN# 68/11754  
 Gross Prem. 2500.00  
 Commission 20.00  
 Federal Tax 4.00  
 (on 2500.00)

FORM 12-48

The insurance described herein is subject to all of the terms and conditions of the Certificate of Insurance and/or Policy to be issued. This cover note shall be automatically terminated and voided by delivery of the Certificate of Insurance or Policy to the Assured or its representative.

This insurance may be cancelled as provided in the wording, and if there is no wording attached as to cancellation, on 30 days notice by either the Assured or the Insurer(s) through Stewart, Smith & Co., Inc. as intermediary. Notice of cancellation shall be deemed given by the Insurer(s) when given by Stewart, Smith & Co., Inc. to the Assured or its representative and shall be deemed given to the Insurer(s) when given to Stewart, Smith & Co., Inc. by the Assured or its representative. In the event of cancellation of this insurance, the Insurer(s) shall be entitled to the premium earned on a short rate basis if cancelled by the Assured and on a pro rata basis if cancelled by the Insurer(s).

DATED AT NEW YORK, N. Y.

STEWART, SMITH & CO., INC.

April 1948, 1948

PER \_\_\_\_\_

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax. It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured (or Reassured) or his agent should take steps to recover the Tax from the U. S. Government.

Nuclear Incident Exclusion Clause  
 Liability - Direct (Broad) Attached

UMBRELLA POLICY

**NAMED ASSURED:** As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to Underwriters. (Hereinafter called the "Named Assured").

INSURING AGREEMENTSI. COVERAGE

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

- (a) imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages, direct or consequential and expenses, all as more fully defined by the term "ultimate net loss" on account of:-

- (I) Personal Injuries, including death at any time resulting therefrom,
- (II) Property Damage,
- (III) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY

Underwriters hereon shall only be liable for the ultimate net loss the excess of either

- (a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances,
- or (b) \$25,000.00 ultimate net loss in respect of each occurrence not covered by said underlying insurances, (hereinafter called the "underlying limits");

and then only up to a further sum as stated in Item 2(a) of the Declarations in all in respect of each occurrence - subject to a limit as stated in Item 2(b) of the Declarations in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurances by reason of losses paid thereunder, this Policy shall

- (1) in the event of reduction pay the excess of the reduced underlying limit,
- (2) in the event of exhaustion continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Assured shall not operate to increase Underwriters' limit of liability.

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

1. ASSURED -

The unqualified word "Assured", wherever used in this policy, includes not only the Named Assured but also:-

- (a) any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Assured;
- (b) any person, organization, trustee or estate to whom the Named Assured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only in respect of operations by or on behalf of the Named Assured or of facilities of the Named Assured or used by them;
- (c) any additional Assured (not being Named Assured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Assured under any underlying insurances as set out in attached Schedule;
- (d) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured, or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this sub-division (d), with respect to any person or organization other than the Named Assured, shall not apply -
  1. to any person or organizations, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;
  2. to any manufacturer of aircraft, engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operation or their respective employees or agents with respect to any occurrence arising out of the operation thereof;
  3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (d) shall not apply if it restricts the insurance granted under sub-division (c) above.

2. PERSONAL INJURIES -

The term "personal injuries" wherever used herein means bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.

3. PROPERTY DAMAGE -

The term "Property Damage" wherever used herein shall mean loss of or direct damage to or destruction of tangible property (other than property owned by the Named Assured).

4. ADVERTISING LIABILITY -

The term "Advertising Liability" wherever used herein shall mean:-

- (1) Libel, slander or defamation;
- (2) Any infringement of copyright or of title or of slogan;
- (3) Piracy or unfair competition or idea misappropriation under an implied contract;
- (4) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Assured's advertising activities.

5. OCCURRENCE -

The term "Occurrence" wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

6. ULTIMATE NET LOSS -

The term "Ultimate Net Loss" shall mean the total sum which the Assured, or any company as his insurer, or both, become obligated to pay by reason of personal injury, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Assured's or of any underlying insurer's permanent employees.

The Underwriters shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

7. AUTOMOBILE -

The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

8. AIRCRAFT -

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

9. PRODUCTS LIABILITY -

The term "Products Liability" means

- (a) Liability arising out of goods or products manufactured, sold, handled or distributed by the Named Assured or by others trading under his name if the occurrence occurs after possession of such goods or products has been relinquished to others by the Named Assured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Named Assured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented or located for use of others but not sold;

- (b) Liability arising out of operation, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Named Assured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph: (i) pick-up or delivery, except from or onto a railroad car, (ii) the maintenance of vehicles owned or used by or in behalf of the Assured, (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

10. ANNUAL PERIOD -

The term "each Annual Period" shall mean each consecutive period of one year commencing from the inception date of this Policy.

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This policy shall not apply:-

- (a) to any obligation for which the Assured or any company as its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law provided, however, that this exclusion does not apply to liability of others assumed by the Named Assured under contract or agreement;
- (b) to claims made against the Assured:
- (i) for repairing or replacing any defective product or products manufactured, sold or supplied by the Assured or any defective part or parts thereof nor the cost of such repair or replacement;
  - (ii) for the loss of use of any such defective product or products or part or parts thereof;
  - (iii) for improper or inadequate performance, design or specification; but nothing herein contained shall be construed to exclude claims made against the Assured for personal injuries or property damage (other than damage to the product of the Assured) resulting from improper or inadequate performance, design or specification;
- (c) with respect to advertising activities, to claims made against the Assured for;
- (i) failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
  - (ii) infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
  - (iii) incorrect description of any article or commodity;
  - (iv) mistake in advertised price;
- (d) except in respect of occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Assured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Except insofar as coverage is available to the Assured in the underlying insurances as set out in the attached Schedule, this policy shall not apply:-

- (e) to liability of any Assured hereunder for assault and battery committed by or at the direction of such Assured except liability for Personal Injury or Death resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing personal injury or property damage; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees; unless such liability is already excluded under Exclusion (a) above;
- (f) with respect to any aircraft owned by the Assured except liability of the Named Assured for aircraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (g) with respect to any watercraft owned by the Assured, while away from premises owned, rented or controlled by the Assured, except liability of the Named Assured for watercraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (h) to any employees with respect to injury to or death of another employee of the same Employer injured in the course of such employment.

THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS:

A. PREMIUM -

Unless otherwise provided for the premium for this Policy is a flat premium and is not subject to adjustment except as provided in Condition B and P.

- B. In the event of Additional Assureds being added to the coverage under the Underlying Insurances during currency hereof prompt notice shall be given to Underwriters hereon and if an additional premium has been charged for such addition on the Underlying Insurances, Underwriters shall be entitled to charge an appropriate additional premium hereon.

C. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Item 2 of the Declarations shall be reduced by any amount due to the Assured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy Underwriters will continue to protect the Assured for liability in respect of such personal injury or property damage without payment of additional premium.

D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE -

As regards personal injury (fatal or non-fatal) by occupational disease sustained by any employee of the Assured, this policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an occurrence for which claim is made hereunder.

E. INSPECTION AND AUDIT -

Underwriters shall be permitted at all reasonable times during the policy period to inspect the premises, plants, machinery and equipment used in connection with the Assured's business, trade or work, and to examine the Assured's books and records at any time during the currency hereof and within one year after final settlement of all claims so far as the books and records relate to any payments made on account of occurrence happening during the term of this policy.

F. CROSS LIABILITY -

In the event of claims being made by reason of personal injuries suffered by any employee or employees of one Assured hereunder for which another Assured hereunder is or may be liable, then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

In the event of claims being made by reason of damage to property belonging to any Assured hereunder for which another Assured is, or may be, liable then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

Nothing contained herein shall operate to increase Underwriters' limit of liability as set forth in Insuring Agreement II.

G. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 3 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

H. ASSISTANCE AND CO-OPERATION -

The Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured but Underwriters shall have the right and shall be given the opportunity to associate with the Assured or the Assured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve Underwriters, in which event the Assured and Underwriters shall co-operate in all things in the defense of such claim, suit or proceeding.

I. APPEALS -

In the event the Assured or the Assured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, Underwriters may elect to make such appeal at their cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of Underwriters for ultimate net loss exceed the amount set forth in Insuring Agreement II for any one occurrence and in addition the cost and expense of such appeal.

J. LOSS PAYABLE -

Liability under this Policy with respect to any occurrence shall not attach unless and until the Assured, or the Assured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrences. The Assured shall make definite claim for any loss for which the Underwriters may be liable under the policy within twelve (12) months after the Assured shall have paid an amount of ultimate net loss in excess of the

amount borne by the Assured or after the Assured's liability shall have been fixed and rendered certain either by final judgment against the Assured after actual trial or by written agreement of the Assured, the claimant, and Underwriters. If any subsequent payments shall be made by the Assured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

**K. BANKRUPTCY AND INSOLVENCY -**

In the event of bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Underwriters shall not be relieved thereby of the payment of any claim hereunder because of such bankruptcy or insolvency.

**L. OTHER INSURANCE -**

If other valid and collectible Insurance with any other insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

**M. SUBROGATION -**

Inasmuch as this policy is "Excess Coverage", the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, the Underwriters will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights or recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Underwriters are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue, if any. Expense necessary to the recovery of any such amounts shall be apportioned between the interests (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

**N. CHANGES -**

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop Underwriters from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by Underwriters.

**O. ASSIGNMENT -**

Assignment of interest under this policy shall not bind Underwriters unless and until their consent is endorsed hereon.

**P. CANCELLATION -**

This policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this policy shall be sufficient proof of notice, and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this policy has been in force. If this policy shall be cancelled by the Underwriters, the Underwriters shall retain the pro-rata proportion of the premium for the period this policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters made no payment or tender of return premium with such notice.

Q. CURRENCY -

The premiums and losses under this policy are payable in the currency stated in Item 4 of the Declarations. Payment of premium shall be made as stated in Item 5 of the Declarations.

R. CONFLICTING STATUTES -

In the event that any provision of this policy is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Assured with the same effect as if it complied with such Statute.

S. SERVICE OF SUIT CLAUSE -

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 6 of the Declarations, and that in any suit instituted against any one of them upon this policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 6 are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this policy of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

T. MAINTENANCE OF UNDERLYING INSURANCES -

It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Assured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Underwriters shall only be liable to the same extent as they would have been had the Assured complied with the said condition.

DATED: April 18, 1968

STEWART, SMITH & CO., INC.

By \_\_\_\_\_

-3-

ATTACHING TO AND FORMING PART OF POLICY NO. L. 68E 1-162

DECLARATIONS

- ITEM 1. Named Assured: Columbia Nitrogen Corporation, et al
- ITEM 2. Limit of Liability - As Insuring Agreement II.
  - (a) Limit in all in respect of each occurrence \$ 1,000,000.
  - (b) Limit in the aggregate for each annual period where applicable \$ 1,000,000.
- ITEM 3. Notice of Occurrence (Condition G) to: Stewart, Smith & Co.,  
116 John Street  
New York, New York
- ITEM 4. Currency (Condition Q): U. S. Currency.
- ITEM 5. Payment of Premium (Condition Q) to: Stewart, Smith & Co.,  
116 John Street  
New York, New York
- ITEM 6. Service of Process (Condition S) upon: Mendes & Mount  
27 William Street  
New York, New York

DATED: April 10, 1968

STEWART, SMITH & CO., INC.

By \_\_\_\_\_

wherever the word "Certificate"  
or "Policy" is used herein it is  
intended to read "Cover Note."

SCHEDULE OF PRIMARY POLICIES

	<u>LIMIT</u>	<u>CARRI</u>
General B.I. P.D.	\$ 1,000,000 Combined \$ Bodily Injury/Property Damage	Aetna
Products B.I. P.D.	\$ 1,000,000 Combined \$ Bodily Injury/Property * Damage	"
Auto B.I. P.D.	\$500,000/1,500,000 \$500,000.	"
E.L.O.D.	\$ 100,000 except Georgia which \$25,000 each and every loss self-insured	"
Aircraft Non-Ownership	\$10,000,000 Combined Bodily Injury/Property Damage	U.S.A.I.C.

\* Aggregate Limits

**ENDORSEMENT**

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

Attached to and forming part of Cover Note No. C 68E 1-162

in the name of **COLUMBIA NITROGEN CORPORATION, et al**

Effective date of this endorsement is **February 13, 1968** Endorsement No. **1**

Security hereunder is as follows:

17.90%	DOMINION INS. CO. LTD.
6.72%	EXCESS INS. CO. LTD.
3.72%	WORLD AUXILIARY INS. CO. LTD.
6.42%	SWISS UNION INS. CO. LTD.
3.21%	HINSTER INS. CO. LTD.
2.69%	ORION INS. CO. LTD.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STEWART, SMITH & CO., INC.

DATED: **April 10, 1968**

55-187 N. Y.

By \_\_\_\_\_

**ENDORSEMENT**

ADDITIONAL PREMIUM \$ 2,500.00

RETURN PREMIUM \$ BB 14537C

Attached to and forming part of Cover Note No. L 688 1-162

in the name of COLUMBIA NITROGEN CORP., et al

L/A 1834

Effective date of this endorsement is February 13, 1969

Endorsement No. 5

3rd Installment Due February 13, 1969 - \$2,500.00

London CN# 68/102546  
 Gross Prem. 1483.50  
 Commission 27.3  
 Federal Tax 0.0  
 (on 1483.50)

London CN# 68/102546  
 Gross Prem. 1416.5  
 Commission 27.3  
 Federal Tax 4.0  
 (on 1416.5)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STEWART, SMITH & CO., INC.

DATED: December 8, 1969

23-107 N. Y.

**Cover Note**  
EFFECTED WITH  
**Insurance Companies**

London CR# 68/11254/3  
Gross Prem. 6500.00/4464  
Commission 200.00  
Federal Tax 4.00  
(on 6500.00)

No. C 68E 1-162

PREVIOUS NO. 65E 2-102

We confirm that acting upon your instructions we have effected insurance for your account with INSURANCE COMPANIES.

**Assured:** COLUMBIA NITROGEN CORPORATION AND/OR  
COLUMBIA NIPRO CORPORATION  
P. O. Box 1483  
Augusta, Georgia

**Term:** February 13th, 1968 to February 13th, 1971 both days  
at 12:01 A.M., at the address of the Named Assured

**Coverage:** Umbrella Liability, As per form attached to L68E 1-162

**Limit:** As per form attached to L 68E 1-162

**Rate:** Adjustable annually at \$.075 per \$1,000. of Revenue

**Premium:** \$2,500.00 - 1st Annual Installment - Minimum & Deposit  
2nd Annual Installment Due February 13, 1969 - \$2500.00  
3rd Annual Installment Due February 13, 1970 - \$2500.00

**Hereon:** 40.66%

**Security:** As per Endorsement No. 1 attached

Subject to the same terms, limitations and conditions as now contained on or are hereinafter endorsed on Lloyd's Cover Note No. L 68E 1-162

The insurance described herein is subject to all of the terms and conditions of the Certificate of Insurance and/or Policy to be issued. This cover note shall be automatically terminated and voided by delivery of the Certificate of Insurance or Policy to the Assured or its representative.

This insurance may be cancelled as provided in the wording, and if there is no wording attached as to cancellation, on 30 days notice by either the Assured or the Insurer(s) through Stewart, Smith & Co., Inc. as intermediary. Notice of cancellation shall be deemed given by the Insurer(s) when given by Stewart, Smith & Co., Inc. to the Assured or its representative and shall be deemed given to the Insurer(s) when given to Stewart, Smith & Co., Inc. by the Assured or its representative. In the event of cancellation of this insurance, the Insurer(s) shall be entitled to the premium earned on a short rate basis if cancelled by the Assured and on a pro rata basis if cancelled by the Insurer(s).

DATED AT NEW YORK, N. Y.

STEWART, SMITH & CO., INC.

APRIL 10th, 1968

Notice is hereby given that the Underwriters have agreed to pay for the purpose of the Tax 4% of the premium hereon to the extent such amount is subject to the condition and agreed that in the event of any return of premium becoming due will deduct 4% from the amount of the return and the Assured (or his agent) shall be liable for the balance of the return.

# EXHIBIT 3

2016-001140 Record on Appeal 1070



ASSURED COLUMBIA NITROGEN.

INTEREST UMBRELLA LIABILITY.  
LEGAL LIABILITY IN RESPECT OF ASSURED  
OPERATIONS.

PERIOD  
36 MONTHS AT 13th FEBRUARY, 1941.

CONTROL NO. PB 194674 CEX

NO CLAIMS PAID  
ADVISED OR 0/8

ALSO AUTHORIZATION AND ACCOUNTING STAMPS

781-50-25 / 2 S  
62851 + -2 JUN 1971  
LLOYD'S POLICY SIGNED

AUTHORISATION AND ACCOUNTING STAMPS

(50009)

LON000204

2016-001140 Record on Appeal 1071

CONFIDENTIAL

REGISTRATION			
D.U.T. CODE	REGISTRATION CATEGORY	YEAR	MONTH
L		71	2
ASSURED/ACCOUNT		ADJUSTABLE	
COLUMBIA NITROGEN		YES	NO
COUNTRY OF ORIGIN		MARINE	NON-MARINE AVIATION
U.S.A.			A
CURRENCY	SIGNED LINE	GROSS PREMIUM	
US \$			
TOTAL	100.00%	\$5000.00	
LLOYDS	19.72%		
ILU			
COMPANIES	80.2%		
SIGNING SLIPS	XEROX COPY	NO. OF COPIES OF POLICIES REQUIRED	
YES NO	YES NO	3	
SPECIAL INSTRUCTIONS			
No Tax on Excess			
AGENCY	AGENCY REF.	NA PREM. HEREON	
USA	Le 7/23-119	360321	
BUREAU SCHEME NO.	BROKER'S COVER NO.		
SL1			

TYPE:

UMBRELLA LIABILITY

FORM:

London 1971 Umbrella Wording  
Plus NMA. 1258 and NMA. 1685 (Amended)

ASSURED:

COLUMBIA NITROGEN Corporation for Columbia Nitro  
10 150X 1423 AUGUST 1971

PERIOD:

36 Months at 13th February, 1971

INTEREST:

Legal Liability in respect of Assured's operations.

SUM INSURED:

Policy for limits of:  
\$1,000,000 any one occurrence

Excess of:

Primary Limits as per Schedule

OR:

\$10,000 for uninsured perils.

Worldwide

SITUATION:

30 days Cancellation Clause  
O. D. and Products in the aggregate

CONDITIONS:

Part II Exclusions  
1. C. C. C.  
2. X. C. U.  
3. Foreign Operations

MINIMUM AND DEPOSIT PREMIUM:

\$14,175 adjustable annually at 18% on Gross Revenue

BROKERAGE:

25%

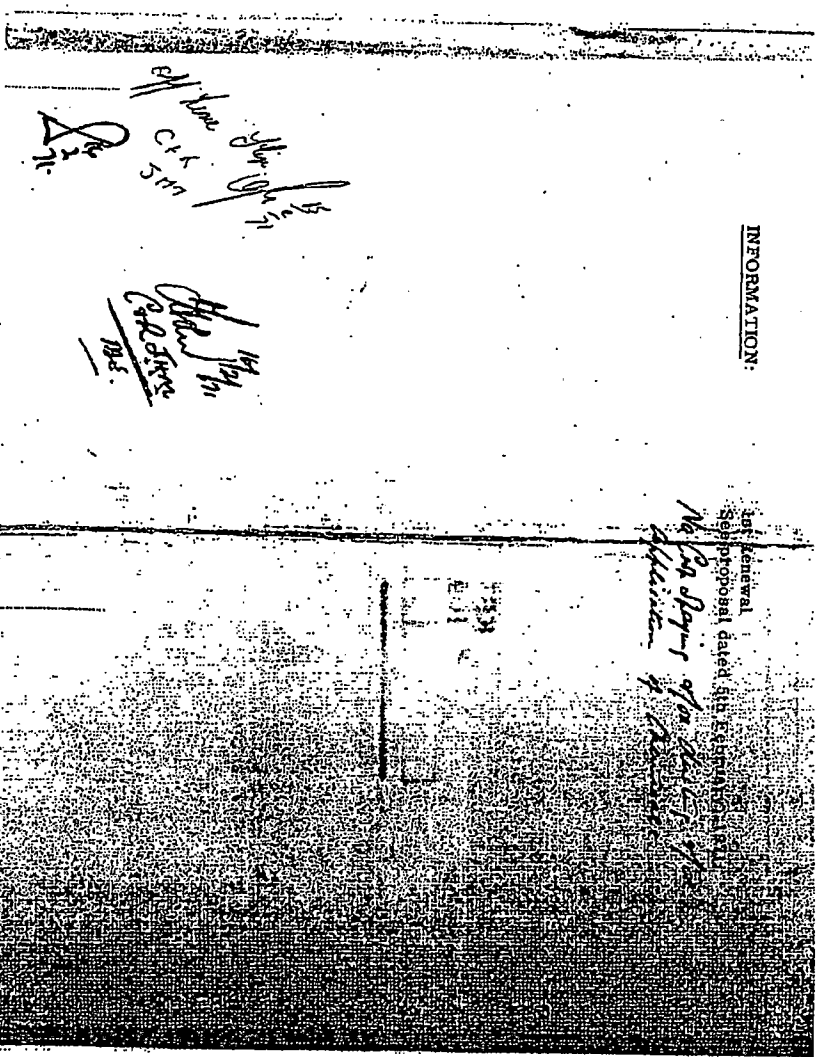
WRITTEN LINES	OF	ORDER	ORDER	CLOSED FOR
PART	WHOLE	100%		100%

- (1) 55 COLLECTIVE POLICY SIGNING CLAUSE NO. 1.  
(2) U.S. TAX AS APPLICABLE PAYABLE BY COMPANIES.  
(3) AGREED TO RENEW BY RENEWAL RECEIPT IF REQUIRED WITHOUT PRODUCTION OF OLD SLIP OR POLICY.  
(4) AGREED TO ISSUE SLIP POLICY IF REQUIRED.  
(5) ILU AGREEMENT NMA.

LON000205

2016-001140 Record on Appeal 1072

CONFIDENTIAL



*Officer John [unclear]*  
*5/11*

*1/11/11*  
*Carla [unclear]*  
*10/11*

**INFORMATION:**

*No La [unclear] of [unclear]*  
*Admission [unclear]*

COLUMBIA UNIVERSITY  
Schedule of  
General Liability

Products Liability

Automobile Liability

Aircraft (Non Owned)

E.L.  
*Employers liability*

LINE SLIP NO. 71/324      Declarations <sup>RM</sup> YES / NO

ASSURED: Columbia Nitrogen

PERIOD: 36 MONTHS AT 13TH FEBRUARY 1971

3669 40.00% <sup>24</sup> DOMINION <sup>95883</sup> 94343 RNL 94661  
 CTR 93883

(28.57% (50% NATIONAL CASUALTY CO.  
 (12% ACCIDENT & CASUALTY CO.  
 (25% NATIONAL CASUALTY CO. OF AMERICA LTD.  
 (12% BERMUDA FIRE MARINE

2752 30.00% 28.57% ACCIDENT & CASUALTY CO. (NO. 2.A/C).  
 28.57% ARGONAUT NORTHWEST INS. CO.

(14.29% (40% DELTA-LLOYD NON-LIFE  
 (20% SOUTHERN AMERICAN INS. CO.  
 (30% ACCIDENT & CASUALTY CO. (NO. 3.A/C)  
 (10% NATIONAL CASUALTY CO. OF AMERICA LTD.  
 UAL00154/SX Per H.W. (Uwtg) Agencies Ltd

628 7.50% 3202 11/158 12

429 5.00% LONDON & EDINBURGH GENERAL BLP0467B02X  
 Per Tower Uwtg. Management.

459 5.00% GENERALI 71/2839/6801/03

30 27

HEREON: 87.50% COMPANIES

LINE SLIP NO. 71/324

Declarations YES / NO

ASSURED: Columbia NITROGEN

PERIOD: 36 MONTHS AT 13TH FEBRUARY 1971

3669 40.00% DOMINION 0/94343 RNL 04561  
CIN 9555

{ 50% NATIONAL CASUALTY CO.  
{ 28.57% { 12% ACCIDENT & CASUALTY CO.  
{ 25% NATIONAL CASUALTY CO. OF AMERICA LTD.  
{ 12% BERMUDA FIRE & MARINE

27.52 30.00% { 28.57% ACCIDENT & CASUALTY CO. (NO. 2 A/C).  
{ 48.57% ARGONAUT NORTHWEST INS. CO.

{ 40% DELTA-LOYD NON LIFE  
{ 20% SOUTHERN AMERICAN INS. CO.  
{ 30% ACCIDENT & CASUALTY CO. (NO. 3 A/C).  
{ 10% NATIONAL CASUALTY CO. OF AMERICA LTD.  
UAI00154/3X Per.H.M. (Uwtg) Agencies Ltd.

RIFFIND  
B

6.28 7.50% NASSER 3202 1/158 92

4.39 5.00% LONDON & EDINBURGH GENERAL B1P0467B02X  
Per Tower Uwtg. Management.

4.59 5.00% GENERALI 71/2839/G801/03

So 27  
HEREON: 87.50% COMPANIES

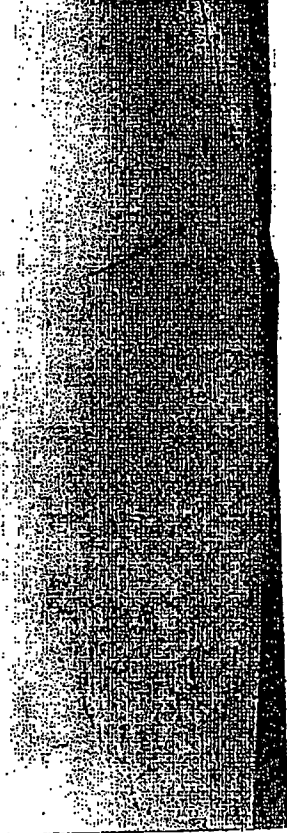
0417 ~~10/421~~  
Awd 16/2 274

247 ~~SNM~~  
210  
201

138 ~~12/10~~ 23/11  
KBT 109  
06

459 ~~59~~ A.C.W. HJI  
90  
15140310790

422 ~~ASH 556~~  
H. Hamon  
X51010T 23 FX  
SSS



REGISTRATION				TOTAL
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH	LLOYDS
ASSURED/ACCOUNT			LEADING U/W/R	ILU
COLUMBIA NITROGEN				COMPANIES
<p>HEREBY NOTED AND AGREED with effect inception premium amended as follows:</p> <p><b>ANNUAL MINIMUM AND DEPOSIT PREMIUM:</b> \$5,000</p> <p>Adjustable annually at 18 1/2% on Gross Revenue.</p>				
ENDORSEMENT NO.			DEBIT/CREDIT AMT.	
L.P.S.O. NUMBER AND DATE STAMP			I.L.U. NUMBER AND DATE STAMP	

LON000211

2016-001140 Record on Appeal 1078

CONFIDENTIAL

INSURERS	LINE %	COMM	TAX	INITIAL SIGNING		CLOSING No 1	CLOSING No 2	CLOSING No 3				
				GROSS	NETT				GROSS	NETT	GROSS	NETT
Democon Len	36.67	05	M	1294.50	1302.49	95633	824.50	1292.49				
H.S.W.	27.52	"	"	1374.00	976.96		274.00	976.96				198.72
B. & C.	6.88	25	-	344.00	258.00	71-158392	344.00	258.00				49.11
P. & G.	4.59	25	M	229.50	162.94	22.07	229.50	162.94				39.28
General	4.59	"	M	227.50	162.94		227.50	162.94				34.77
LLOYDS	19.79	25	-	986.50	739.88		986.50	739.88				110.95
LLOYDS ILL SURPLUS												
ILLINOIS LICENSED												
ILU												
COLLECTIVE COYS	80.27			4013.50	2863.23		4013.50	2863.23				437.01
OTHER COYS												
TOTAL	100			6000.00	3603.21		6000.00	3603.21				572.34
LLOYDS 100% N.A.				2750.00	1400.00		2750.00	1400.00				149.32
COMPANIES 100% N.A.						71-10754-S	3150.00					423.02
							3350.00					129.30
FOR POLICY DEPT USE												
	POLICY	CLOSING 1	CLOSING 2	CLOSING 3	CLOSING 4	NOS	NETT	NOS	NETT	NOS	NETT	NOS
LLOYDS	205-21744	9 FEB 1972		11 MAY 1972	10 FEB 1972							
ILU	205-21744							88322.45F	3603.01			
COLLECTIVE	205-21744			11 MAY 1972	10 FEB 1972							
OTHERS	4 FEB 1972	9 FEB 1972			10 FEB 1972							

LON000212

2016-001140 Record on Appeal 1079

CONFIDENTIAL

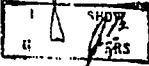
CLOSING		CLOSING	
GROSS	NETT	GROSS	NETT
1834.50	1302.50		
1376.00	976.90		
1444.00	258.00		
229.50	162.90		
229.50	162.90		
986.50	739.80		
2013.50	2283.30		
2000.00	3082.00		
257.00	3750.00		
257.00	3550.00		
257.00	3750.00		
CLOSING		CLOSING	
NOS	NETT	NOS	NETT
2500	3600.00		

POLICY NO. 71/10754/5				ENDORSEMENT REF.		TOTAL			
REGISTRATION						LLOYDS			
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH			ILU			
ASSURED/ACCOUNT			LEAD	U/W	COMPANIES				
COLUMBIA NITROGEN			471.						
<p>HEREBY NOTED AND AGREED with effect from <i>23rd Feb 1971</i> to add to the schedule of underlying insurances the following policy:</p> <p>Aircraft Liability \$1,000,000 C.S.L. U.S. Aviation Insurance Group. (Non Ownership)</p>									
ENDORSEMENT NO. 4				DEBIT/CREDIT NO.					
P.S.O. NUMBER AND DATE STAMP				I.L.U. NUMBER AND DATE STAMP					

LON000214

2016-001140 Record on Appeal 1081

CONFIDENTIAL

71/10754/5				TOTAL	
REGISTRATION				LLOYDS	
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH	ILU	
ASSURED/ACCOUNT			LEADING U/W.	COMPANIES	
COLUMBIA NITROGEN ETAL					
<p>HEREBY NOTED AND AGREED effective <i>1st</i> <sup>10/12/71</sup> <i>10/12/71</i> May 1971          named insured amended to:          COLUMBIA NITROGEN CORPORATION AND/OR NIPRO INC.</p>					
					
ENDORSEMENT NO. <b>3</b>			DEBIT/CREDIT NO.		
L.P.S.O. NUMBER AND DATE STAMP			I.L.U. NUMBER AND DATE STAMP		
SLS					

REGISTRATION			
41-10754-5   P88194670			
A.O.T. CODE	REGISTRATION CATEGORY	YEAR	MONTH
4		72	2
ASSURED/ACCOUNT	ADJUSTABLE		
COLUMBIA NITROGEN	YES		NO
COUNTRY OF ORIGIN	MARINE	NON-MARINE	AVIATION
USA		A	
CURRENCY	DEDUCTIBLE	GROSS PREMIUM	
U.S.			
TOTAL	100%	5,000.00	
LLOYDS	19.73%	986.50	
ILLI			
CONTANCES	80.27%	4013.50	
LLOYDS NA 739.88			
API OPEN MARKET			
ENTRY No. P88194670			
Lloyds	739.88	3750.00	
L.P.S.O. SIGNING DATE & No.			
BUREAU SCHEME NO.	BROKER'S COVER NO.		

(4.2.70)  
L.P.O. 301

Policy No. P88194670

**Sリップ POLICY-NORMAL ANNUAL RESIGNATURE**  
(Approved by Lloyd's Underwriters' Non-Marine Association)

WHEREAS certain Underwriting Members of Lloyd's (hereinafter called "the Reinsured") who subscribed Lloyd's Policy No. 70-10754-5 (hereinafter called "the Reinsured Policy") have paid \$986.50 as Provisional Premium to Us, who have heretofore subscribed our Names to reinsure them in respect of their liability under the Reinsured Policy during the period commencing on the 15th day of February 1972 and ending on the 13th day of February 1973 and both days INCLUSIVE the sum insured subject matter and hazards insured by the Reinsured Policy being defined on the Slip overleaf.

The Reinsured agree to pay as premium hereunder that proportion of the premium due under the Reinsured Policy which is applicable to the period of this reinsurance, and the provisional premium shall be adjusted if and when necessary.

And WHEREAS this Policy is a reinsurance of the Reinsured Policy, and is subject to the terms and conditions contained therein and shall pay as may be paid thereon.

HOW KNOW YE that We the Underwriters, members of the Syndicate(s) referred to in the Slip whose names and whose respective proportions of the amount subscribed by the respective Syndicates (as stated in the Slip) appear in the list of Syndicates kept at Lloyd's current at the date hereof, hereby bind Ourselves, each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to pay or make good to the Reinsured, all such loss as aforesaid as may happen to the subject matter of this Reinsurance, or any part thereof during the continuance of this Policy, not exceeding 100% of the liability accepted by the reinsured Policy, such payment to be made after such loss is proved.

IN WITNESS whereof the General Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE

*[Signature]*  
GENERAL MANAGER

Dated in London, the 175 MAR 1972  
N.M.A. 1034

WRITTEN LINES	PART OF WHOLE	100%	100%
---------------	---------------	------	------

LPSO AUTHORIZATION AND ACCOUNTING STAMPS

63642 \* 15 MAR 1972  
SIGNED 2: 15 MAR 1972

3.67/ 210 SHM [201] 1/3  
1.38/ 109 KBT (06) 2072  
4.59/ 90 HJI 152 110TPU  
-92/ 56 ASH X500T23FX

LON000216

2016-001140 Record on Appeal 1083

1238

CONFIDENTIAL

REGISTRATION				INITIAL	1972-16														
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH	LLOYD	150-56														
		72	3	ILU															
ASSURED/ACCOUNT				LEADING U/W.															
COLUMBIA NITROGEN				COMPANIES	618-56														
<u>Audit</u>																			
13-2-71 to 13-2-72																			
EP # 5763.12																			
Less Deposit # 5000.00																			
AP Due # 763.12																			
# 529.93																			
<table border="1" style="width: 100%;"> <tr> <td>API</td> <td>MARKET</td> </tr> <tr> <td>API</td> <td>NO. P.B. 9417</td> </tr> <tr> <td>h.a.</td> <td>119.90</td> </tr> <tr> <td colspan="2">L.P.S.D. SIGNING DATE &amp; NO.</td> </tr> <tr> <td colspan="2">67623 * 12 MAY 1972</td> </tr> <tr> <td colspan="2">RECEIVED NA 570</td> </tr> <tr> <td colspan="2">[ 11 MAY 1972 ]</td> </tr> </table>						API	MARKET	API	NO. P.B. 9417	h.a.	119.90	L.P.S.D. SIGNING DATE & NO.		67623 * 12 MAY 1972		RECEIVED NA 570		[ 11 MAY 1972 ]	
API	MARKET																		
API	NO. P.B. 9417																		
h.a.	119.90																		
L.P.S.D. SIGNING DATE & NO.																			
67623 * 12 MAY 1972																			
RECEIVED NA 570																			
[ 11 MAY 1972 ]																			
ENDORSEMENT NO.				DEBIT/CREDIT NO.															
				BA 22724 B															
L.P.S.D. NUMBER AND DATE STAMP				I.L.U. NUMBER AND DATE STAMP															

11 11104-3 1 FBA 194676

REGISTRATION															
B.O.T. CODE	REGISTRATION CATEGORY	YEAR	MONTH												
H		73	2												
ASSURED/ACCOUNT		ADJUSTABLE													
COLUMBIA HYDROELECTRIC		YES <input checked="" type="checkbox"/>													
COUNTRY OF ORIGIN		NAUTIC	NON NAUTIC AVIATION												
USA		A													
USB															
CURRENCY	SIGNED LINE	GROSS PREMIUM													
USD	1001	5,000.00													
TOTAL															
LLOYDS	19-731	986.50													
ILU															
COMPANIES	80-241	4 013 50													
LLOYDS NA 739 87															
<table border="1"> <tr> <td>A/P</td> <td>OPEN MARKET</td> </tr> <tr> <td>R/P</td> <td>ENTRY No. FBA 194676</td> </tr> <tr> <td>Lloyds</td> <td>739.87</td> </tr> <tr> <td>N.A.</td> <td></td> </tr> <tr> <td colspan="2">L.P.S.O. SIGNING DATE &amp; No.</td> </tr> <tr> <td colspan="2">Lloyds 1973 26 FEB 1973</td> </tr> </table>				A/P	OPEN MARKET	R/P	ENTRY No. FBA 194676	Lloyds	739.87	N.A.		L.P.S.O. SIGNING DATE & No.		Lloyds 1973 26 FEB 1973	
A/P	OPEN MARKET														
R/P	ENTRY No. FBA 194676														
Lloyds	739.87														
N.A.															
L.P.S.O. SIGNING DATE & No.															
Lloyds 1973 26 FEB 1973															
BUREAU SCHEME NO.		BROKERS COVER NO.													
31 201		3780-00													

Policy No. **PBB194676**  
 SLIP POLICY—NORMAL ANNUAL RESIGNATURE  
 (Approved by Lloyd's Underwriters' Non-Marine Association)

UNDETERS certain Underwriting Members of (hereinafter called "the Reinsured") who subscribed Lloyd's No. 7-10754-S (hereinafter called "the Reinsured") have paid \$986.50 as Provisional Premium to Us, & heretofore subscribed our Names to reinsure them in respect of liability under the Reinsured Policy during the period commencing the 19th day of February 1973 ending on the 18th day of February 1974 both days INCLUSIVE the insured subject matter and hazards insured by the Reinsured Policy being defined on the Slip overleaf.

The Reinsured agree to pay as premium hereunder that proportion of the premium due under the Reinsured Policy which is applicable to the period of this reinsurance, and the provisional premium shall be adjusted if and when necessary.

And UNDETERS' this Policy is a reinsurance of the Reinsured Policy, and is subject to the terms and conditions contained therein and shall pay as may be paid thereon.

PROVIDED THAT We the Underwriters, members of the Syndicates referred to in the Slip whose names and whose respective proportions of the amount subscribed by the respective Syndicates (as stated in the Slip) appear in the List of Syndicates kept at Lloyd's current at the date hereof, hereby bind Ourselves, each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to pay or make good to the Reinsured all such loss as aforesaid as may happen to the subject matter of this Reinsurance, or any part thereof during the continuance of this Policy, not exceeding 100% of the liability accepted by the Reinsured Policy, such payment to be made after such loss is proved.

In WITNESS whereof the General Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE

Dated in London, this 26 FEB 1973  
 N.M.A. 1034

65651 \* 26 FEB 1973

WRITTEN LINE OF WHOLE ORDER CLOSED FOR PART 100% 100%

LPSO AUTHORIZATION AND ACCOUNTING STAMPS

1117 404 MEM. 1771 1771  
 3.67 210 SHM (201) 1771  
 1.38 109 HBT (06) 1771  
 4.59 90 HJI (2) 1771  
 .92 56 ASH X500 1771

71-10754-S				PB 19467L		TOTAL	2,263.10															
REGISTRATION						LLOYDS	446.51															
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH			ILU																
		73	5			LEADING U/W.																
ASSURED/ACCOUNT				Columbia Nitrogen		COMPANIES	1876.59															
<p><u>Audit</u></p> <p>Period: February 13, 1972 - February 13, 1973.</p> <p>Earned Premium = \$ 7,263.10</p> <p>less Deposit Premium = \$ 5,000.00</p> <p><i>C.T.</i></p> <p>Net P. due = \$ 2,263.10</p> <p>Net due = \$ 1,630.28</p> <p>10 APR 1973</p>																						
ENDORSEMENT NO.						DEBIT/CREDIT NO.		73 258063														
L.P.S.O. NUMBER AND DATE STAMP						IL.U. NUMBER AND DATE STAMP																
SLS																						
								<table border="1"> <tr> <td>AP.P.</td> <td>EN MARKET</td> </tr> <tr> <td>AP.P. no. PB 019467L</td> <td></td> </tr> <tr> <td>IL.U. no. 351 28</td> <td></td> </tr> <tr> <td>N.A.</td> <td></td> </tr> <tr> <td>67663</td> <td>18 APR 1973</td> </tr> <tr> <td>1697.33</td> <td></td> </tr> </table>			AP.P.	EN MARKET	AP.P. no. PB 019467L		IL.U. no. 351 28		N.A.		67663	18 APR 1973	1697.33	
AP.P.	EN MARKET																					
AP.P. no. PB 019467L																						
IL.U. no. 351 28																						
N.A.																						
67663	18 APR 1973																					
1697.33																						

LON000219

2016-001140 Record on Appeal 1086

1241

CONFIDENTIAL

SLIP NO: 50009  
FILE NO: 71/10754/5

CONTROL NO: PEB19467L

CURRENCY: US \$

INSURER  
Dominion  
H.S.W. (Uwrtg) Agemoi  
en Ltd.  
Excess  
London & Edinburgh G  
eneral  
General

LINE	COMMIT	TAX	C/DISC
36.69000%	25.000%	4.000%	
27.52000%	25.000%	4.000%	
6.88000%	25.000%		
4.59000%	25.000%	4.000%	
4.59000%	25.000%	4.000%	
19.73000%	25.000%		
80.27000%			
TOTAL	100.00000%		

INITIAL SIGNING	100% N.A.	COY REFERENCE
GROSS	RENT	
830.32	589.53	1608.80
622.81	442.19	1606.80
155.70	116.78	1697.35
103.88	73.75	1606.80
103.88	73.75	1606.80
446.51	334.88	1697.35
1816.59	1296.00	
2263.10	1630.88	

Ref. No. EB25806B

110 APR 1973  
BLUP  
LLG. PANIES

LON000220

2016-001140 Record on Appeal 1087

CONFIDENTIAL

71-10754-4/5				PBB 19467L		TOTAL	2,506.75		
REGISTRATION						LLOYDS	494.55		
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH			ILU			
		73				COMPANIES	2012.17		
ASSURED/ACCOUNT				LEAD					
COLUMBIA NITROGEN									

It is hereby noted and agreed that effective November 12th, 1973,  
 this Policy is cancelled short rate, or earned whichever the greater.  
 Information: Producer lost complete account.

Earned Premium = \$7,506.75  
 less Deposit Premium = \$5,000.00

APR 1974  
 RE-INSURANCE NO. PBB 19467L  
 37094  
 EXPIRATION DATE 4/22/74  
 100% NA 1880-06

PROVIDER SIGNATURE OFFICE  
 THE POLICY HAS BEEN CANCELLED  
 ON EQUAL OF ALL POLICIES  
 ISSUED TO THIS POLICY  
 67653 \* 19 FEB 1974

ENDORSEMENT NO. \_\_\_\_\_ DEBIT/CREDIT NO. BB 25568D

F.S.O. NUMBER AND DATE STAMP 39/658/2/73 L.L.U. NUMBER AND DATE STAMP

LON000221

2016-001140 Record on Appeal 1088

CONFIDENTIAL

CONTROL NO: FEB19467L

INSURER  
 DCMINTON  
 H.S.N. (UMTG) AGENICES LTD.  
 EXCESS  
 LONDON & EDINBURGH GENERAL  
 per TOWER UMTG. MANAGEMENT.  
 GENERALI  
 LLOYD'S  
 COLLECTIVE Companies  
 TOTAL TO CLOSE

FILE NO: 71/10754/5

ADDITIONAL PREMIUM

PROPORTION	COMMS	TAX
36.69%	25.000%	4.000%
27.52%	25.000%	4.000%
6.88%	25.000%	
4.59%	25.000%	4.000%
4.59%	25.000%	4.000%
19.73%		
80.27%	25.000%	
100.00%		

ENTRY NO: BE28568D

CURRENCY: US \$

O/R A/C

GRCS	NET
919.3	652.99
689.6	489.80
172.6	129.35
115.6	81.69
115.6	81.69
494.5	370.94
2012.7	1435.52
2506.5	1806.46

100% N/A	REFERENCE
1779.79	84661
1779.79	UA100154/3X
1880.06	3202 71/158392
1779.79	81P0467B02X
1779.79	71/2839/GB01/03
1880.06	

23 FEB 1974

APR 1974

6 FEB 1974

BND 9568 D

S/S N.Y. 126

ATTACHING TO AND FORMING PART OF COVER NOTE NO.

L 71E 3-1

VAT	<input checked="" type="checkbox"/> Additional Premium	2,506.75
	<input type="checkbox"/> Return Premium	
	<input type="checkbox"/> State Tax \$	
	<input type="checkbox"/> Federal Tax \$	
COMMISSION	<input type="checkbox"/> Agency Fee \$	
	Period from February 13, 1973 to November 12, 1973	
GROSS REVENUE	<input type="checkbox"/> Primary Premium	
	<input type="checkbox"/> Payroll	
	<input checked="" type="checkbox"/> Gross Revenue	

RECEIVED 14 JAN 1974  
 115.19.46.7L

NA 1806.46

London CNA 71-107  
 Gross Prem 2506.  
 Commission 26  
 Federal Tax 72  
 (on 19.733)

Report  
 Final Adjustment  
 to November 12, 1973

Hereon  
 London CNA 71-1  
 Gross Prem 250  
 Commission 2  
 Federal Tax 72  
 (on 6.887)

Rate \$ .18 1/2 per \$1,000.  
 Earned Premium \$ 7,506.75  
 Deposit Premium \$ 5,000.00  
 Return Premium \$  
 Additional Premium \$ 2,506.75

Gross  
 London CNA 71-16  
 Gross Prem 2506  
 Commission 26  
 Federal Tax 4  
 (on 73.39)

IT IS FURTHER UNDERSTOOD AND AGREED THAT THIS COVER NOTE IS CANCELLED EFFECTIVE November 12, 1973.  
 SS 215 jmb 1/9/74

STEWART, SMITH & Co., Ltd.  
1, SEETHING LANE, LONDON, E.C.3.  
ENDORSEMENT ON POLICY No. 11/1075A/3.....

COLUMBIA NITROGEN

HEREBY NOTED AND AGREED with effect from 13th February 1971  
to add to the schedule of underlying insurances the  
following policy:

Aircraft Liability \$1,000,000 Combined Single Limits  
U. S. Aviation Insurance Group.  
(Non Ownership).



to which we agree  
E. 2.

LONDON 10th August 1972

STEWART, SMITH & Co., LTD.

1. SEETHING LANE, LONDON, E.C.3.

ENDORSEMENT ON POLICY No. ....

COLUMBIA NITROGEN CORPORATION AND/ OR  
COLUMBIA NIPRO CORPORATION  
71/10754/5 L & C 71E 3-119

It is hereby underwritten and agreed with effect from  
14th May 1971 the named insured is amended to read as follows:-

COLUMBIA NITROGEN CORPORATION  
AND/OR NIPRO, INC.

All other terms and conditions remain un-altered.



to which we agree

LONDON 20th June, 1972

**FILE COPY**  
**Insurance Companies Collective**  
**Policy**

In Consideration of the Assured named in the Schedule hereto having paid premium set forth in the said Schedule to the Assurers named herein

The Assurers hereby severally agree each for the proportion set against its name to indemnify the Assured or the Assured's Executors, Administrators or Assigns against loss as set forth herein during the period of Insurance stated in the said Schedule or during any subsequent period as may be mutually agreed between the Assured and the Assurers payment to be made within Seven Days after such loss is proved.

Provided that:—

- (1) the liability of the Assurers shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Assurers.
- (2) the liability of each of the Assurers individually in respect of such loss shall be limited to the proportion set against its name or such other proportion as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Assurers.
- (3) if the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

In Witness whereof, I being a representative of the Leading Office which is duly authorised by the Assurers have hereunto subscribed my name on their behalf this 13<sup>th</sup> day of July One Thousand Nine Hundred and SEVENTY ONE

THE DOMINION INSURANCE COMPANY LTD  
*[Signature]*  
for the Assurers

SCHEDULE

Policy No. 871/10754/5 FEB 19467L

Premium US \$84,013.50 part of US \$85

Name and address of the Assured **COLOMBIA NITROGEN CORPORATION AND/OR COLOMBIA NITRO CORPORATION**  
P.O. Box 1483, Augusta, Georgia.

Period of Insurance From **13th February 1971** To **13th February 1972** both days at 12:01.

The risks and sum insured hereunder **80.27% part of 100% of limits**

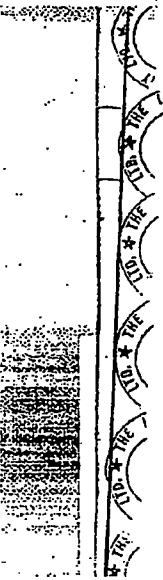
**AS MORE PARTICULARLY DESCRIBED IN THE ATTACHED WORKING**

**WHICH IS HEREBY DECLARED TO BE INCORPORATED**

**IN AND TO EACH PART OF THIS POLICY**

This Policy is subject to the following attached clauses: **Service of Suit Clause, Nuclear Incident Exclusion Cl, Liability-Direct (Broad) Industries, Seepage, Pollution and Contamination Clause No. 1**

IS WARRANTED THAT this Policy is subject to the same terms, limitations and conditions of Policy No. 4



1958  
1958

**NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**

*(Approved by the Underwriters' Fire Insurance Association)*  
For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—  
**Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),**  
not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

**[This policy\*]**

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction does not apply:—

- (a) with respect to which an insured under the policy is also insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 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, storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

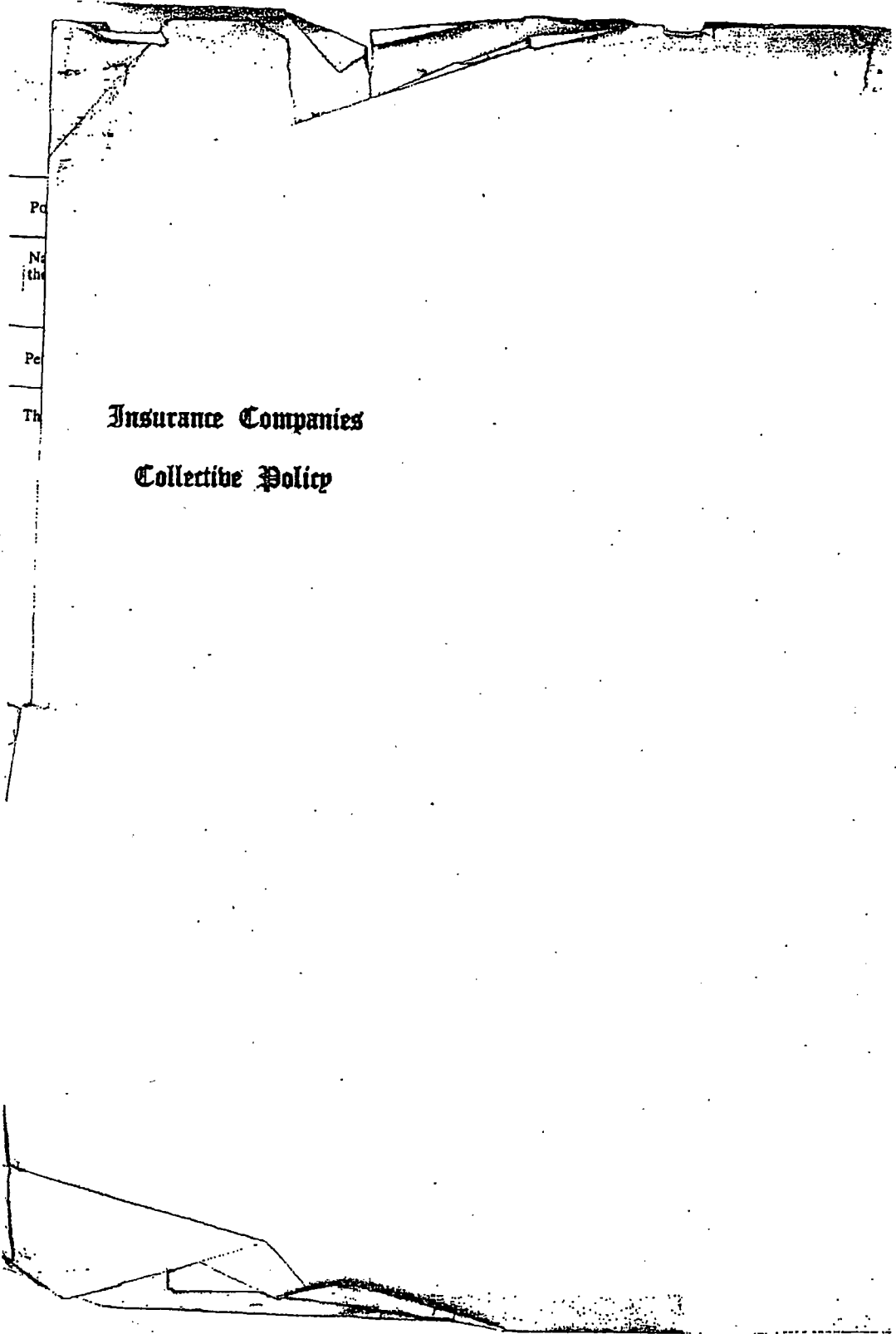
With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.  
It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* **Note:**—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/58  
AN-1058-1058-1







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**Insurance Companies  
Collective Policy**



SCHEDULE OF ASSURERS

28.57%

14.25%

COMPANY	PROPORTION %	REFERENCE
THE DOMINION INSURANCE COMPANY LIMITED	36.09	94751 DEL 04661 DEL 8165 DEL 97208
(NATIONAL CASUALTY COMPANY 50%) (ACCIDENT & CASUALTY COMPANY OF WINDSOR 12.5%) (NATIONAL CASUALTY COMPANY OF AMERICA LIMITED 25%) (BERUDA FIRE & MARINE INSURANCE COMPANY LIMITED 12.5%)		
(ACCIDENT & CASUALTY INSURANCE COMPANY OF WINDSOR NO. 2 ACCOUNT 28.57% (AERONAUT INSURANCE COMPANY (NORTHWEST) 28.57%)	27.52	810019/51
(DELTA-LEOY NON LIFE INSURANCE COMPANY LIMITED 10%) (SOUTHERN AMERICAN INSURANCE COMPANY 20%) (ACCIDENT & CASUALTY INSURANCE COMPANY OF WINDSOR NO. 3 ACCOUNT 30%) (NATIONAL CASUALTY COMPANY OF AMERICA LIMITED 10%) (Par.L.S.W. (Underwriting) Agencies Limited)		
EXCESS INSURANCE COMPANY LIMITED	6.88	3202
LONDON AND EDINBURGH GENERAL INSURANCE COMPANY TOWER ACCOUNT	4.59	81046/8021
GENERALI T.S.	4.59	71/237/6801/03

CF61

UMBRELLA POLICY (LONDON 1971)

Named Assured: As stated in Item 1 of the Declarations forming a part hereof

and/or subsidiary, associated, affiliated companies or owned and controlled companies, as now or hereafter constituted and of which prompt notice has been given to Underwriters (hereinafter called the "Named Assured").

INSURING AGREEMENTS

1. COVERAGE

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obliged to pay by reason of the liability

- (a) imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages on account of:-

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising liability,

caused by or arising out of each occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY -

Underwriters hereon shall only be liable for the ultimate net loss the excess of either

- (a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances,
- or (b) \$25,000 ultimate net loss in respect of each occurrence not covered by the said underlying insurances, (hereinafter called the "underlying limits");

and then only up to a further sum as stated in Item 2 (a) of the Declarations in all in respect of each occurrence - subject to a limit as stated in Item 2 (b) of the Declarations in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy subject to all the terms, conditions and definitions hereof shall

- (1) in the event of reduction pay the excess of the reduced underlying limit
- (2) in the event of exhaustion continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Assured shall not operate to increase Underwriters' limits of liability beyond those set forth in the Declarations.

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS

1. ASSURED -

The unqualified word "Assured" wherever used in this Policy, includes:-

- (a) The Named Assured, and, if the Named Assured is designated in Item 1 of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (b) any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such, and any organisation or proprietor with respect to real estate management for the Named Assured;
- (c) any person, organisation, trustee or estate to whom the Named Assured is obliged by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only to the extent of such obligation and in respect of operations by or on behalf of the Named Assured or of facilities of the Named Assured or of facilities used by the Named Assured;
- (d) any additional assured (not being the Named Assured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Assured under the underlying insurances as set out in attached schedule;
- (e) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured, or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organisation legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this sub-division (e), with respect to any person or organisation other than the Named Assured shall not apply -
  1. to any person or organisation, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;

2. to any manufacturer of aircraft , aircraft engines, or aviation accessories, or any aviation sales or service or repair organisation or airport or hanger operator or their respective employees or agents with respect to any occurrence arising out of any of the aforementioned;
3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (e) shall not apply if it restricts the insurance granted under sub-division (d) above.
4. with respect to any non-owned automobile to any officer, director, stockholder, partner or employee of the Named Assured is such automobile is owned in full or in part by him or a member of his household;

2. PERSONAL INJURIES -

The term "Personal Injuries" wherever used herein means bodily injury (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation, also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.

3. PROPERTY DAMAGE -

The terms "Property Damage" wherever used herein shall mean loss of or direct damage to or destruction of tangible property (other than) property owned by the Named Assured).

4. ADVERTISING LIABILITY -

The term "Advertising Liability" wherever used herein shall mean

- 1) Libel, slander or defamation;
- 2) Any infringement of copyright or of title or of slogan;
- 3) Piracy or unfair competition or idea misappropriation under an implied contract;
- 4) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Assured's advertising activities.

5. OCCURRENCE -

The term "Occurrence" wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

6. DAMAGES -

The term "Damages" includes damages for death and for care and loss of services resulting from personal injury and damages for loss of use of property resulting from property damage.

7. ULTIMATE NET LOSS -

The term "Ultimate Net Loss" shall mean the total sum which the Assured, or his Underlying Insurers as scheduled, or both, become obligated to pay by reason of personal injuries, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Assured's or of any underlying insurer's permanent employees.

The Underwriters shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

8. AUTOMOBILE -

The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

9. AIRCRAFT -

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

10. PRODUCTS LIABILITY -

The term "Products Liability" mean

- (a) Liability arising out of goods or products manufactured, sold, handled or distributed by the Assured or by others trading under his name (hereinafter called "the Assured's products") if the occurrence occurs after possession of such goods or products has been relinquished to others by the Assured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Assured; provided such goods or products shall be deemed to include any container thereof; other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for the use of others but not sold;
- (b) Liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Assured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph:
  - (i) pick-up or delivery, except from or onto a railroad car, (ii) the maintenance of vehicles owned or used by or in behalf of the Assured, (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

11. ANNUAL PERIOD -

The term "Annual Period" shall mean each consecutive period of one year commencing from the inception date of this Policy.

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This Policy shall not apply:-

- (a) to any obligation for which the Assured and any company as its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law provided, however, that this exclusion does not apply to liability of others assumed by the Named Assured under contract or agreement;
- (b) to personal injury, property damage or advertising injury arising out of the conduct of any partnership or joint venture of which the Assured is a partner or member and which is not designated in this policy as a Named Assured;
- (c) to claims made against the Assured;
  - ( i) on account of Personal Injuries or Property Damage resulting from the failure of the Assured's products or work completed by or for the Assured to perform the function or serve the purpose intended by the Assured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any Assured; but this exclusion (i) does not apply to Personal Injuries or Property Damage resulting from the active malfunctioning of such products or work;
  - (ii) on account of Property Damage to the Assured's products arising out of such products or any part of such products;
  - (iii) on account of Property Damage to work performed by or on behalf of the Assured arising out of work or any portion thereof, or out of materials, parts of equipment furnished in connection therewith;
  - (iv) for the withdrawal, inspection, repair, replacement, or loss of use of the Assured's products or work completed by or for the Assured or of any property of which such products or work form a part, if such products work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.
- (d) with respect to advertising activities, to claims made against the Assured for:
  - ( i) failure of performance of contract, but this shall not relate to claims for unauthorised appropriation of ideas based upon alleged breach of an implied contract;



- (d) (ii) infringement of registered trade marks service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or service sold, offered for sale or advertised, but this shall not relate to titles or slogans;
- (iii) incorrect description of any article or commodity;
- (iv) mistake in advertised price;
- (e) except in respect of occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Assured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- (f) to any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, or colour or national origin.

Except insofar as coverage is available to the Assured in the underlying insurances as set out in the attached Schedule, this Policy shall not apply:

- (g) to the liability of any Assured hereunder for assault and battery committed by or at the direction of such Assured except liability for Personal Injuries resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing Personal Injuries or Property Damage; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (h) with respect to any aircraft owned by the Assured except liability of the Named Assured for aircraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (i) with respect to any watercraft owned by the Assured, while away from the premises owned, rented or controlled by the Assured, except liability of the Named Assured for watercraft not owned by them, it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (j) to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment.

THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS -

A. PREMIUM

Unless otherwise provided for the premium for this Policy is a flat premium and is not subject to adjustment except as provided in Conditions B. and P.

B. ADDITIONAL ASSUREDS -

In the event of additional assureds being added to the coverage under the Underlying Insurances during currency hereof prompt notice shall be given to Underwriters hereon who shall be entitled to charge an appropriate additional premium hereon.

C. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in item 2 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE -

As regards personal injury (fatal or non-fatal) by occupational disease sustained by any employee of the Assured, this policy is subject to the same warranties, terms and conditions, (except as regards the premium, the amounts and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an occurrence for which claim is made hereunder.

E. INSPECTION AND AUDIT -

Underwriters shall be permitted but not obligated to inspect the Assured's property and operations at any time. Neither the Underwriters right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Assured or others, to determine or warrant that such property or operations are safe.

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

F. GROSS LIABILITY -

In the event of claims being made by reason of personal injury suffered by any employee of one Assured hereunder for which another Assured hereunder is or may be liable, then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

In the event of claims being made by reason of damage to property belonging to any Assured hereunder for which another Assured is, or may be, liable then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

Nothing contained herein shall operate to increase Underwriters' limit of liability as set forth in Insuring Agreement 11.



G. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this policy, notice shall be sent as stated in Item 4 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not preclude such claims.

H. ASSISTANCE AND CO-OPERATION -

The Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured but Underwriters shall have the right and shall be given the opportunity to associate with the Assured or the Assured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve Underwriters, in which event the Assured and Underwriters shall co-operate in all things in the defense of such claim, suit or proceeding.

I. APPEALS -

In the event of the Assured or the Assured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, Underwriters may elect to make such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of Underwriters for ultimate net loss exceed the amount set forth in Insuring Agreement for any one occurrence and in addition the cost and expense of such appeal.

J. LOSS PAYABLE -

Liability under this policy with respect to any occurrence shall not attach unless and until the Assured, or the Assured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrence. The Assured shall make a definite claim for any loss for which the Underwriters may be liable under the policy within twelve (12) months after the Assured shall have paid an amount of ultimate net loss in excess of the amount borne by the Assured or after the Assured's liability shall have been fixed and rendered certain either by final judgment against the Assured after actual trial or by written agreement of the Assured, the claimant, and Underwriters. If any subsequent payments shall be made by the Assured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

K. BANKRUPTCY AND INSOLVENCY -

In the event of bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Underwriters shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

L. OTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is specifically stated to be excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with other such insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.



M. SUBROGATION -

Inasmuch as this policy is "Excess Coverage", the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, the Underwriters will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights of recovery. The Apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder shall first be reimbursed up to the amount paid by them; the Underwriters are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residuum, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

N. CHANGES -

Notice to or Knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop Underwriters from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof; signed by Underwriters.

O. ASSIGNMENT -

Assignment of interest under this policy shall not bind Underwriter unless and until their consent is endorsed hereon.

P. CANCELLATION -

This policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending registered mail notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this policy shall be sufficient proof of notice, and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this policy has been in force. If this policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

Q. CURRENCY -

The premiums and losses under this policy are payable in the currency stated in Item 5 of the Declarations. Payment of Premium shall be made as stated in Item 6 of the Declarations.

R. CONFLICTING STATUTES -

In the event that any provision of this policy is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Assured with the same effect as if it complied with such Statute.

S. MAINTENANCE OF AND RESTRICTIONS IN UNDERLYING INSURANCES -

It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained herein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Named Assured to comply with the foregoing shall not invalidate this policy but in the event of such failures, the Underwriters shall only be liable to the same extent as they would have been had the Named Assured complied with the said condition.

ATTACHING TO AND FORMING PART OF POLICY NO: 71/10754/5 FEB 19467L

DECLARATIONS

- ITEM 1. (a) Named Assured:- COLUMBIA NITROGEN CORPORATION AND/OR  
COLUMBIA NIPRO CORPORATION,  
(b) Address of Named Assured:- P.O. Box 1483, Augusta, Georgia
- ITEM 2. Limit of Liability - as Insuring Agreement 11  
(a) Limit in all in respect of each occurrence \$ 1,000,000  
(b) Limit in the aggregate for each annual  
period where applicable \$ 1,000,000
- ITEM 3. Policy period:- 13th February, 1971 to 13th February, 1974
- ITEM 4. Notice of Occurrence (Condition C) to:- Stewart, Smith New York,  
116, John Street,  
New York, New York.
- ITEM 5. Currency (Condition Q):- U.S. Dollars
- ITEM 6. Payment of Premium (Condition Q) to:- Stewart, Smith New York,  
116, John Street,  
New York, New York.
- ITEM 7. Service of Process (Condition S) upon:- Mendes & Mount,  
27, William Street,  
New York, N.Y.

ATTACHING TO AND FORMING PART OF POLICY NO:71/10754/5 FEB 19467L

COLUMBIA NITROGEN CORPORATION AND/OR COLUMBIA NIPRO CORPORA

SCHEDULE OF PRIMARY POLICIES

<u>COVERAGE</u>	<u>LIMIT</u>	<u>CARRIER</u>
General Liability	Bodily Injury \$1,000,000 each occurrence Property Damage \$1,000,000 each occurrence	Aetna Insuranc
Products Liability	Bodily Injury Included in above Property Damage.	" "
Automobile Liability	Bodily Injury \$500,000 any one person/ \$1,500,000 each occurrence Property Damage \$500,000	" "
Aircraft Non Owned	\$10,000,000	A.A.U.
Employers Liability	\$100,000	

Except insofar as coverage is available to the Assured in the underlying insurance as set out in the attached Schedule, this Policy shall not apply:

- I. to injury to or destruction of any property arising out of blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- II. to injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due
  - (a) to grading of land, excavation, burrowing, filling, backfilling, tunneling, pile driving, coffer dam work or caisson work, or
  - (b) to moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- III. (a) to injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for purpose of grading of land, paving, excavating or drilling, or
  - (b) to injury to or destruction of property at any time resulting therefrom

All other terms and conditions remain unchanged.

ANNUAL PREMIUM AND ANNUAL ADJUSTMENT ENDORSEMENT

Notwithstanding anything stated herein to the contrary, it is hereby agreed that the premium for this Policy is an Annual Minimum and Deposit premium subject to adjustment with the Earned Premium to be calculated at ~~.185%~~ **1.000 of the Assured's Gross Revenue** excluding Employees Liability the Assured shall declare to Underwriters as soon as possible after each anniversary date the total amount of the Assured's Underlying Premium during the preceding Annual Period and should the Earned Premium for the said Annual Period exceed the sum shown in the attached wording, then the balance shall be payable by the Assured to the Underwriters on expiry of this Policy a final adjustment be made and any difference between total premium paid by the Assured and Total Earned Premium hereon shall be adjusted subject to Underwriters retaining the Minimum Premium hereon.

It is also agreed that, notwithstanding anything contained herein to the contrary, if this Policy shall be cancelled by the Assured, the Underwriters shall be entitled to the Earned Premium for the period that this Policy has been in force or the short rate proportion of the Minimum Premium, whichever is the greater. If this insurance shall be cancelled by the Underwriters, the Assured shall be entitled to the Earned Premium for the period that this insurance has been in force or pro rata of the Minimum Premium, whichever is the greater.

ATTACHING TO AND FORMING PART OF POLICY NO: 71/10754/5 PEB 19467L

COLUMBIA NITROGEN

It is understood and agreed that, except insofar as coverage is available to the Assured in the underlying insurance as set out in the attached Schedule, this Policy shall not apply to:-

- 1) Liability for loss or damage to Property of others in the Care, Custody and Control of the Assured.
- 2) Foreign Operations.

All other terms and conditions remain unchanged.

FILE COPY

No Policy or other Contract shall be issued by Lloyd's unless the Assured has been approved by Lloyd's and the Assured has been approved by Lloyd's and the Assured has been approved by Lloyd's



# LLOYD'S POLICY

(Subscribed only by Underwriting Members of Lloyd's who are licensed under the requirements of the Insurance Companies Act, 1958, or to security and otherwise.)

Any person not an Underwriting Member of Lloyd's subscribing this Policy or any person assuming the liability of an Underwriting Member shall be liable to be proceeded against under Lloyd's Act.

Whereas the Assured named in the Schedule hereto has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have hereunto subscribed their Names (hereinafter called "the Underwriters"),

Now We the Underwriters hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

Now know We that We the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this Policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.

LLOYD'S POLICY SIGNING OFFICE,

*M. Wellington*  
GENERAL MANAGER.



Form J (A) (8.8.69)  
N.M.A. 1167

114

**SCHEDULE**

The Policy No. 71/107695 (A) 6

The name and address of the Assured  
LLOYD'S POLICY

The Premium US\$4986.50 part of US\$5,000.00

The Period of Insurance  
 from 13th February, 1971 to 13th February, 1974  
 both days inclusive, and for such further period or periods as may be mutually agreed upon  
12.01 L.L. Local Standard Tise

The risk and sum insured hereunder  
19.73% part of 100% of limits INSURANCE LIABILITY  
AS MORE PARTICULARLY DESCRIBED IN THE ATTACHED WORDING

WHICH IS HEREBY DECLARED TO BE INCORPORATED  
IN AND TO FORM PART OF THIS POLICY

This insurance being for 19.73% covers the pro rata responsibility and the percentages signed hereon are of percentages of 100% and not of 19.73%.

Dated in London, the Nineteenth day of May, One Thousand Nine Hundred and Seventy One

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Insured hereunder shared between the Members of those Syndicates.			
AMOUNT, PERCENTAGE OR PER CENT	SYNDICATE	L.P.S.O. NO. & DATE	FACE
	635	62851	2,061,711
9.17	404	421	
3.57	210	201	
1.38	107	06	
4.59	70	1521310TPU	
.92	56	X500123FX	
THE LIST OF UNDERWRITING MEMBERS OF LLOYD'S IS NUMBERED 1971/6			
	5	TOTAL LINE	19.73

U.S.A.

**NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**

*(Approved by Lloyd's Underwriters Non-Marine Association)*  
For attachment to insurance of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—  
**Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors Liability (including rent/bond), Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Liability (including Motor Vehicle or Garage Liability),**  
not being insurance of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.  
This policy\*

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction does not apply:—

(a) with respect to which an insured under the policy is also insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Energy Liability Union of Canada, or would be an insured under any such policy but for the termination upon exhaustion of its limit of liability; or  
(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1946 or any law amendatory thereof or (2) the insured is or had this policy not been issued would be, in the United States of America, or any agency or any agency thereof, with any person or organization.

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

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if  
(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed (hazardous material) loaded, used, processed, stored, transported or disposed of by or on behalf of an insured; or

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

IV. As used in this endorsement:  
"hazardous properties" includes radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material" means special nuclear material or byproduct material; "special nuclear material" 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 of a 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 exceeds or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.  
With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* **Notes**—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.  
17/3/69  
R.M.A. 1258

**SERVICE OF SUIT CLAUSE (U.S.A.)**

*(Approved by Lloyd's Underwriters' Non-Marine Association)*

It is agreed that in the event of the failure of Underwriters herein to pay any amount claimed to be due hereunder, Underwriters herein, at the request of the insured (or reinsured), shall submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters taking hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be effected by  
**MENDES AND MORALES**

BY WILLIAM STREET, NEW YORK, N.Y.

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-came are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will cause a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision herefor, Underwriters herein hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the persons to whom the said officer is authorized to mail each process or a true copy thereof.

22/4/83  
N.M.A. 171

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**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT**  
(Approved by Lloyd's Underwriters Non-Marine Association)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability coverages covering worldwide coverages.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly assumed by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

12/2/84  
N.M.A. 1477

UMBRELLA POLICY (LONDON 1971)

Named Assured: As stated in Item 1 of the Declarations forming a part hereof

and/or subsidiary, associated, affiliated companies or owned and controlled companies, as now or hereafter constituted and of which prompt notice has been given to Underwriters (hereinafter called the "Named Assured").

INSURING AGREEMENTS

1. COVERAGE

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obliged to pay by reason of the liability

- (a) imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages on account of:-

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising liability,

caused by or arising out of each occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY -

Underwriters hereon shall only be liable for the ultimate net loss the excess of either

- (a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances,
- or (b) \$25,000 ultimate net loss in respect of each occurrence not covered by the said underlying insurances, (hereinafter called the "underlying limits");

and then only up to a further sum as stated in Item 2 (a) of the Declarations in all in respect of each occurrence - subject to a limit as stated in Item 2 (b) of the Declarations in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy subject to all the terms, conditions and definitions hereof shall

- (1) in the event of reduction pay the excess of the reduced underlying limit
- (2) in the event of exhaustion continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Assured shall not operate to increase Underwriters' limits of liability beyond those set forth in the Declarations.

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS

1. ASSURED -

The unqualified word "Assured" wherever used in this Policy, includes:-

- (a) The Named Assured, and, if the Named Assured is designated in Item 1 of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (b) any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such, and any organisation or proprietor with respect to real estate management for the Named Assured;
- (c) any person, organisation, trustee or estate to whom the Named Assured is obliged by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only to the extent of such obligation and in respect of operations by or on behalf of the Named Assured or of facilities of the Named Assured or of facilities used by the Named Assured;
- (d) any additional assured (not being the Named Assured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Assured under the underlying insurances as set out in attached schedule;
- (e) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured, or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organisation legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this sub-division (e), with respect to any person or organisation other than the Named Assured shall not apply -
  1. to any person or organisation, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;

2. to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of any of the aforesaid;
3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (e) shall not apply if it restricts the insurance granted under sub-division (d) above.
4. with respect to any non-owned automobile to any officer, director, stockholder, partner or employee of the Named Assured if such automobile is owned in full or in part by him or a member of his household;

2. PERSONAL INJURIES -

The term "Personal Injuries" wherever used herein means bodily injury (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation, also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.

3. PROPERTY DAMAGE -

The terms "Property Damage" wherever used herein shall mean loss of or direct damage to or destruction of tangible property (other than property owned by the Named Assured).

4. ADVERTISING LIABILITY -

The term "Advertising Liability" wherever used herein shall mean

- 1) Libel, slander or defamation;
- 2) Any infringement of copyright or of title or of slogan;
- 3) Piracy or unfair competition or idea misappropriation under an implied contract;
- 4) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Assured's advertising activities.

5. OCCURRENCE -

The term "Occurrence" wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

6. DAMAGES -

The term "Damages" includes damages for death and for care and loss of services resulting from personal injury and damages for loss of use of property resulting from property damage.

7. ULTIMATE NET LOSS -

The term "Ultimate Net Loss" shall mean the total sum which the Assured, or his Underlying Insurers as scheduled, or both, become obligated to pay by reason of personal injuries, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Assured's or of any underlying insurer's permanent employees.

The Underwriters shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

8. AUTOMOBILE -

The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

9. AIRCRAFT -

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

10. PRODUCTS LIABILITY -

The term "Products Liability" mean

- (a) Liability arising out of goods or products manufactured, sold, handled or distributed by the Assured or by others trading under his name (hereinafter called "the Assured's products") if the occurrence occurs after possession of such goods or products has been relinquished to others by the Assured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Assured; provided such goods or products shall be deemed to include any container thereof; other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for the use of others but not sold;
- (b) Liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Assured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph:
  - (i) pick-up or delivery, except from or onto a railroad car,
  - (ii) the maintenance of vehicles owned or used by or in behalf of the Assured,
  - (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

## 11. ANNUAL PERIOD -

The term "Annual Period" shall mean each consecutive period of one year commencing from the inception date of this Policy.

## THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This Policy shall not apply:-

- (a) to any obligation for which the Assured and any company as its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law provided, however, that this exclusion does not apply to liability of others assumed by the Named Assured under contract or agreement;
- (b) to personal injury, property damage or advertising injury arising out of the conduct of any partnership or joint venture of which the Assured is a partner or member and which is not designated in this policy as a Named Assured;
- (c) to claims made against the Assured;
  - ( i) on account of Personal Injuries or Property Damage resulting from the failure of the Assured's products or work completed by or for the Assured to perform the function or serve the purpose intended by the Assured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any Assured; but this exclusion (i) does not apply to Personal Injuries or Property Damage resulting from the active malfunctioning of such products or work;
  - (ii) on account of Property Damage to the Assured's products arising out of such products or any part of such products;
  - (iii) on account of Property Damage to work performed by or on behalf of the Assured arising out of work or any portion thereof, or out of materials, parts of equipment furnished in connection therewith;
  - (iv) for the withdrawal, inspection, repair, replacement, or loss of use of the Assured's products or work completed by or for the Assured or of any property of which such products or work form a part, if such products or work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.
- (d) with respect to advertising activities, to claims made against the Assured for:
  - ( i) failure of performance of contract, but this shall not relate to claims for unauthorised appropriation of ideas based upon alleged breach of an implied contract;

- (d) (ii) infringement of registered trade marks service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or service sold, offered for sale or advertised, but this shall not relate to titles or slogans;
- (iii) incorrect description of any article or commodity;
- (iv) mistake in advertised price;
- (e) except in respect of occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Assured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- (f) to any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, or colour or national origin.

Except insofar as coverage is available to the Assured in the underlying insurances as set out in the attached Schedule, this Policy shall not apply:

- (g) to the liability of any Assured hereunder for assault and battery committed by or at the direction of such Assured except liability for Personal Injuries resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing Personal Injuries or Property Damage; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (h) with respect to any aircraft owned by the Assured except liability of the Named Assured for aircraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (i) with respect to any watercraft owned by the Assured, while away from the premises owned, rented or controlled by the Assured, except liability of the Named Assured for watercraft not owned by them, it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (j) to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment.

THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS -

A. PREMIUM

Unless otherwise provided for the premium for this Policy is a flat premium and is not subject to adjustment except as provided in Conditions B. and P.

B. ADDITIONAL ASSUREDS -

In the event of additional assureds being added to the coverage under the Underlying Insurances during currency hereof prompt notice shall be given to Underwriters hereon who shall be entitled to charge an appropriate additional premium hereon.

C. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in item 2 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE -

As regards personal injury (fatal or non-fatal) by occupational disease sustained by any employee of the Assured, this policy is subject to the same warranties, terms and conditions, (except as regards the premium, the amounts and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an occurrence for which claim is made hereunder.

E. INSPECTION AND AUDIT -

Underwriters shall be permitted but not obligated to inspect the Assured's property and operations at any time. Neither the Underwriters right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Assured or others, to determine or warrant that such property or operations are safe.

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

F. CROSS LIABILITY -

In the event of claims being made by reason of personal injury suffered by any employee of one Assured hereunder for which another Assured hereunder is or may be liable, then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

In the event of claims being made by reason of damage to property belonging to any Assured hereunder for which another Assured is, or may be, liable then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

Nothing contained herein shall operate to increase Underwriters' limit of liability as set forth in Insuring Agreement 11.

G. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this policy, notice shall be sent as stated in Item 4 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not pre-judge such claims.

H. ASSISTANCE AND CO-OPERATION -

The Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured but Underwriters shall have the right and shall be given the opportunity to associate with the Assured or the Assured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve Underwriters, in which event the Assured and Underwriters shall co-operate in all things in the defense of such claim, suit or proceeding.

I. APPEALS -

In the event of the Assured or the Assured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, Underwriter may elect to make such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of Underwriters for ultimate net loss exceed the amount set forth in Insuring Agreement for any one occurrence and in addition the cost and expense of such appeal.

J. LOSS PAYABLE -

Liability under this policy with respect to any occurrence shall not attach unless and until the Assured, or the Assured's underlying insurer shall have paid the amount of the underlying limits on account of such occurrence. The Assured shall make a definite claim for any loss for which the Underwriters may be liable under the policy within twelve (12) months after the Assured shall have paid an amount of ultimate net loss in excess of the amount borne by the Assured or after the Assured's liability shall have been fixed and rendered certain either by final judgment against the Assured after actual trial or by written agreement of the Assured, the claimant, and Underwriters. If any subsequent payments shall be made by the Assured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

K. BANKRUPTCY AND INSOLVENCY -

In the event of bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Underwriters shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

L. OTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is specifically stated to be excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with other such insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

M. SUBROGATION -

Inasmuch as this policy is "Excess Coverage", the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, the Underwriters will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights of recovery. The Apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder shall first be reimbursed up to the amount paid by them; the Underwriters are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

N. CHANGES -

Notice to or Knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop Underwriters from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof; signed by Underwriters.

O. ASSIGNMENT -

Assignment of interest under this policy shall not bind Underwriter unless and until their consent is endorsed hereon.

P. CANCELLATION -

This policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending registered mail notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this policy shall be sufficient proof of notice, and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this policy has been in force. If this policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

Q. CURRENCY -

The premiums and losses under this policy are payable in the currency stated in Item 5 of the Declarations. Payment of Premium shall be made as stated in Item 6 of the Declarations.

R. CONFLICTING STATUTES -

In the event that any provision of this policy is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Assured with the same effect as if it complied with such Statute.

S. MAINTENANCE OF AND RESTRICTIONS IN UNDERLYING INSURANCES -

It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained herein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Named Assured to comply with the foregoing shall not invalidate this policy but in the event of such failures, the Underwriters shall only be liable to the same extent as they would have been had the Named Assured complied with the said condition.

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ATTACHING TO AND FORMING PART OF POLICY NO: 71/10754/5 FEB 19467L

DECLARATIONS

- ITEM 1. (a) Named Assured:- COLUMBIA NITROGEN CORPORATION AND/OR  
COLUMBIA NIPRO CORPORATION.  
(b) Address of Named Assured:- P.O. Box 1483, Augusta, Georgia
- ITEM 2. Limit of Liability - as Insuring Agreement 11  
(a) Limit in all in respect of each occurrence \$ 1,000,000  
(b) Limit in the aggregate for each annual  
period where applicable \$ 1,000,000
- ITEM 3. Policy period:- 13th February, 1971 to 13th February, 1974
- ITEM 4. Notice of Occurrence (Condition C) to:- Stewart, Smith (New York  
116, John Street,  
New York, New York.
- ITEM 5. Currency (Condition Q):- U.S. Dollars.
- ITEM 6. Payment of Premium (Condition Q) to:- Stewart, Smith New York,  
116, John Street,  
New York, New York.
- ITEM 7. Service of Process (Condition S) upon:- Mendes & Mount,  
27, William Street,  
New York, N.Y.

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ANNUAL PREMIUM AND ANNUAL ADJUSTMENT ENDORSEMENT

Notwithstanding anything stated herein to the contrary, it is hereby agreed that the premium for this Policy is an Annual Minimum and Deposit premium subject to adjustment with the Earned Premium to be calculated at ~~100%~~ ~~100%~~ of the Assured's Gross Earnings excluding Employees Liability the Assured shall declare to Underwriters as soon as possible after each anniversary date total amount of the Assured's Underlying Premium during the preceding Annual Period and should the Earned Premium for the said Annual Period exceed sum shown in the attached wording, then the balance shall be payable by Assured to the Underwriters on expiry of this Policy a final adjustment be made and any difference between total premium paid by the Assured and Total Earned Premium hereon shall be adjusted subject to Underwriters retaining the Minimum Premium hereon.

It is also agreed that, notwithstanding anything contained herein to the contrary, if this Policy shall be cancelled by the Assured, the Underwriter shall be entitled to the Earned Premium for the period that this Policy has been in force or the short rate proportion of the Minimum Premium, whichever is the greater. If this insurance shall be cancelled by the Underwriter shall be entitled to the Earned Premium for the period that this insurance has been in force or pro rata of the Minimum Premium, whichever is the

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11/17

ATTACHING TO AND FORMING PART OF POLICY NO:-71/10754/5 FEB 19467L

COLUMBIA NITROGEN

It is understood and agreed that, except insofar as coverage is available to the Assured in the underlying insurance as set out in the attached Schedule this Policy shall not apply to:-

- 1) Liability for loss or damage to Property of others in the Cars, Custody and Control of the Assured.
- 2) Foreign Operations.

All Other terms and conditions remain unchanged.

8/27/71

Except insofar as coverage is available to the Assured in the underlying insurance as set out in the attached Schedule, this Policy shall not apply:

1. to injury to or destruction of any property arising out of blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
11. to injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due
  - (a) to grading of land, excavation, burrowing, filling, backfilling, tunneling, pile driving, coffer dam work or caisson work, or
  - (b) to moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
111. (a) to injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for purpose of grading of land, paving, excavating or drilling, or
  - (b) to injury to or destruction of property at any time resulting therefrom.

All other terms and conditions remain unchanged.

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ATTACHING TO AND FORMING PART OF POLICY NO: 71/10754/5 FEB 19467L

COLUMBIA NITROGEN CORPORATION AND/OR COLUMBIA NIPRO CORPORATION

SCHEDULE OF PRIMARY POLICIES.

<u>COVERAGE</u>	<u>LIMIT</u>	<u>CARRIER</u>
General Liability	Bodily Injury \$1,000,000 each occurrence Property Damage \$1,000,000 each occurrence	Aetna Insurance
Products Liability	Bodily Injury Included in above Property Damage	" "
Automobile Liability	Bodily Injury \$500,000 any one person/ \$1,500,000 each occurrence Property Damage \$500,000	" "
Aircraft Non Owned	\$10,000,000	A.A.U.
Employers Liability	\$100,000	

2/17/72

ATTACHING TO AND FORMING PART OF POLICY NO: 71/10754/5/FEB 19467L

In the name of: Columbia Nitrogen.

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination resulting from the discharge, dispersal or release or escape of any substance into or upon any watercourse or body of water.
- (2) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination other than described in paragraph (1) above, provided always that this Paragraph (2) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed where such seepage, pollution or contamination is caused by a sudden unintended and unexpected happening during the period of this Insurance.
- (3) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by sudden unintended or unexpected happening during the period of this Insurance.
- (4) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

RECEIVED

S/S N.Y.

ATTACHING TO AND FORMING PART OF COVER NOTE NO. L. 71E 3-111

Issued to: Columbia Nitrogen Corp., et al  
Effective: February 13, 1973

BB 25806 B  
NA 1630.88

London CN# 71-10  
Gross Prem 2,263  
Commission 22  
Federal Tax 21  
(on 19,737)

- Additional Premium
- Return Premium
- of \$ 2,263.10
- State Tax \$
- Federal Tax \$
- Filing Fee \$

19319467L

Hereon:  
London CN# 71-10  
Gross Prem 2,263  
Commission 22  
Federal Tax 21  
(on 6,887)

Period from February 13, 1972 to February 13, 1973

- Primary Premium \$
- Payroll \$
- Gross Revenue \$ 39,260,000.00
- Rate \$ .18 1/2 per \$1,000.
- Earned Premium \$ 7,263.10
- Deposit Premium \$ 5,000.00
- Return Premium \$
- Additional Premium \$ 2,263.10

Co  
London CN# 71-10  
Gross Prem 2,263  
Commission 22  
Federal Tax 4  
(on 23,392)

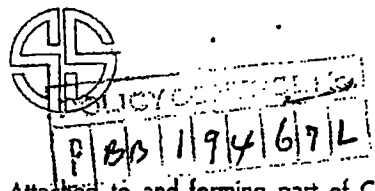
March 1, 1973 jmb

L.C.T.S.

SS 218

*111 New York*

# ENDORSEMENT



ADDITIONAL PREMIUM \$5,000.

RETURN PREMIUM \$ *NA 3603*

*13,255.001*

Attached to and forming part of Cover Note No. L 71E 3-119

in the name of COLUMBIA NITROGEN CORPORATION AND/OR COLUMBIA NIPRO CORPORATION

Effective date of this endorsement is February 13, 1973 Endorsement No. 6

Third Installment Due - February 13, 1973 - \$5,000.

London C#	<i>71-10754-5</i>
Gross Prem.	<i>5,000</i>
Commission	<i>20</i> %
Federal Tax	<i>7</i> %
(on <i>22,39</i> )	

*Corp*

London C#	<i>71-10754-5</i>
Gross Prem.	<i>5,000</i>
Commission	<i>20</i> %
Federal Tax	<i>NIL</i> %
(on <i>6.88</i> )	

*Exec*

London C#	<i>71-10754-5</i>
Gross Prem.	<i>5,000</i>
Commission	<i>20</i> %
Federal Tax	<i>NIL</i> %
(on <i>12.73</i> )	

*Floyds*

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STEWART, SMITH MANAGEMENT CORPORAT

DATED: 1/26/73 jmc

By \_\_\_\_\_

ss 102

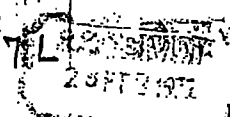
BB 22724B NA 549.93

ATTACHING TO AND FORMING PART OF COVER NOTE NO. L 71E 3-119

Issued to: Columbia Nitrogen Corp., et al  
Effective: February 13, 1972

- Additional Premium
- Return Premium
- of \$ 763.12
- State Tax \$
- Federal Tax \$
- Filing Fee \$

BB 19467L



Hereon

London CN# 71-10  
 Gross Prem. 763  
 Commission 20  
 Federal Tax 11.19  
 (on 763.12)

Period from February 13, 1971 to February 13, 1972

- Primary Premium \$
- Payroll \$
- Gross Receipts Revenue \$ 31,152,000.00
- Rate \$ .18 1/2 per \$1,000.
- Earned Premium \$ 5,763.12
- Deposit Premium \$ 5,000.00
- Return Premium \$
- Additional Premium \$ 763.12

- Report
- Final Adjustment

London CN# 71-102  
 Gross Prem. 763  
 Commission 20  
 Federal Tax 11.19  
 (on 763.12)

London CN# 71-102  
 Gross Prem. 763  
 Commission 20  
 Federal Tax 11.19  
 (on 763.12)

February 23, 1972 jme

SS 216

**ENDORSEMENT**

5/5 11.7  
ADDITIONAL PREMIUM \$ 5,000.00

RETURN PREMIUM \$

BB19467L

Attached to and forming part of Cover Note No. L 71E 3-119

in the name of COLUMBIA NITROGEN CORP., ET AL

Effective date of this endorsement is February 13, 1972

BB 22245

NA 3601

Endorsement No. 5

Second Installment Due - February 13, 1972 - \$5,000.00

*Stamps*  
London CN# 71-10754-5  
Gross Prem. 5,000  
Commission 00 %  
Federal Tax 11.119.73%  
(on 5,000...)

*Ekers*  
London CN# 71-10254-5  
Gross Prem. 5,000  
Commission 70 %  
Federal Tax 6.88%  
(on 5,000...)

*Co*  
London CN# 71-102  
Gross Prem. 5,000  
Commission 20  
Federal Tax 11.119.73%  
(on 5,000...)

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

DATED: January 11, 1972 jme

STEWART, SMITH MANAGEMENT CORPORAT

By \_\_\_\_\_

SSMC 102

**ENDORSEMENT**

*Cover Note # 71-10754-5*

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

Attached to and forming part of Cover Note No L 71E 3-119

in the name of COLUMBIA NITROGEN CORP ET AL

Effective date of this endorsement is February 13, 1971 Endorsement No. 4

It is understood and agreed that the schedule of Primary Policies is amended as follows:

Aircraft and Non-Ownership	<u>Limit</u> \$10,000,000 Combined Annually Injury/Property Damage	<u>Carr:</u> AAI
----------------------------	--	---------------------

Effective April 23, 1971 Schedule of Primary Policies is amended as follows:

Aircraft Non-Ownership	\$1,000,000 Single Limit Annually Injury/Property Damage	U. S. Aviat Group
------------------------	---	-------------------------

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

DATED: June 2, 1971 jme

STEWART, SMITH MANAGEMENT CORPORATI

By \_\_\_\_\_

SSMC 102

*Cover Note # 71-10754-5*

**ENDORSEMENT**

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

Attached to and forming part of Cover Note No. L 71E 3-119

in the name of COLUMBIA NITROGEN CORPORATION and/or COLUMBIA NIPRO CORPORA

Effective date of this endorsement is May 14, 1971 Endorsement No. 3

It is understood and agreed that the named insured is amended as follows:

COLUMBIA NITROGEN CORPORATION and/or NIPRO, INC.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STEWART, SMITH MANAGEMENT CORPORATI

DATED: May 17, 1971 jme

By \_\_\_\_\_

SBMC 102

This insurance does not cover any liability for:

- M.H. 11/18/82  
N.M. 1/16/83  
am  
LC
- (1) Personal Injury or Bodily Injury or loss of, damage to, loss of use of property directly or indirectly caused by seepage, pollution or contamination resulting from the discharge, dispersal or release, or escape of any substance into or upon any watercourse or body of water.
  - (2) Personal Injury or Bodily Injury or loss of, damage to, loss of use of property directly or indirectly caused by seepage, pollution or contamination other than described in Paragraph (1) above, provided always that this Paragraph (2) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
  - (3) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended or unexpected happening during the period of this insurance.
  - (4) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this Clause not been attached.

C.P. 11/18/82

ATTACHING TO AND FORMING PART OF COVER NOTE NO. L 71E 3-119

Assured: COLUMBIA NITROGEN CORPORATION

Effective Date: February 13, 1971

ENDORSEMENT NO. 2

It is hereby understood and agreed that, except insofar as coverage is available to the Assured in the underlying insurances set out in the attached Schedule, this Policy shall not apply:-

- (I) to injury to or destruction of any property arising out of blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- (II) to injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due.
  - (a) to grading of land, excavation, burrowing, filling, backfilling, tunneling, pile driving, coffer dam work or caisson work, or
  - (b) to moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- (III) (a) to injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for purpose of grading of land, paving, excavating or drilling, or
  - (b) to injury to or destruction of property at any time resulting therefrom.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

STEWART, SMITH MANAGEMENT CORPORATION

By \_\_\_\_\_

DATED: March 22, 1971

SS 214

ATTACHING TO AND FORMING PART OF COVER NOTE NO. L 71E 3-119

In The Name Of COLUMBIA NITROGEN CORPORATION

Effective Date of This Endorsement Is February 13, 1971

ENDORSEMENT NO. 1

It is understood and agreed that this Cover<sup>Policy</sup>Note is subject to the following exclusion, except insofar as coverage is available to the Assured in the underlying Insurances as set out in the attached Schedule:

- (i) to liability for loss or damage to ~~personal~~ Property of others in the Care, Custody and Control of the Assured.
- (ii) Foreign Operations

STEWART, SMITH MANAGEMENT CORPORATIO

By \_\_\_\_\_

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Dated: March 22, 1971

STEWART, SMITH MANAGEMENT CORPORATION — COPY

No. L 715 3419

PREVIOUS NO. L 683 1-162

We confirm that acting upon your instructions we have effected insurance for your account with Underwriters at LLOYD'S LONDON, each for his own part and not one for another, as follows:

<b>Assured:</b>	<b>COLUMBIA HENRIE CORPORATION AND/OR COLUMBIA HENRIE CORPORATION P. O. Box 1483 Augusta, Georgia</b>	<b>POLICY CONTROL</b> P B B 1 9 4 6
<b>Term:</b>	<b>February 13th, 1971 to February 13th, 1973 both days at 12:01 A.M., at the address of the Named Assured NA 3603</b>	
<b>Coverage:</b>	<b>General Liability to indemnify the Assured in respects of their operation as per form attached</b>	
<b>Limit:</b>	<b>As per form ATTACHED</b>	
<b>Rate:</b>	<b>Annual Adjustment at \$ .18 1/2 per \$1,000. on Gross Revenue</b>	
<b>Premium:</b>	<b>\$5,000.00 - Minimum &amp; Deposit - 1st Installment Due February 13, 1972 - \$5,000.00 Due February 13, 1973 - \$5,000.00</b>	
<b>Rebate:</b>	<b>19.73%</b>	
<b>Company:</b>	<b>Lloyd's Underwriters</b>	

London Off = 71/1-1675  
 Gross Prem. 5000.00  
 Commission 20  
 Federal Tax 19.73  
 (on 5000.00)

The insurance described herein is subject to all of the terms and conditions of the Certificate of Insurance and/or Policy to be issued. This cover note shall be automatically terminated and voided by delivery of the Certificate of Insurance or Policy to the Assured or its representative.

This insurance may be cancelled as provided in the wording, and if there is no wording attached as to cancellation, on 30 days notice by either the Assured or the Insurer(s) through Stewart, Smith Management Corporation as intermediary. Notice of cancellation shall be deemed given by the Insurer(s) when given by Stewart, Smith Management Corporation to the Assured or its representative and shall be deemed given to the Insurer(s) when given to Stewart, Smith Management Corporation by the Assured or its representative. In the event of cancellation of this insurance, the Insurer(s) shall be entitled to the premium earned on a short rate basis if cancelled by the Assured and on a pro rata basis if cancelled by the Insurer(s).

STEWART, SMITH MANAGEMENT CORPORATION  
115 John Street  
New York, New York

DATED AT: New York, New York

March 22nd, 71

PER \_\_\_\_\_

Nuclear Incident Exclusion Clause  
Liability - Direct (Broad) Attached

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3  
(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollut contamination, provided always that this Paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

NMA 1685

**ENDORSEMENT**

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

Attached to and forming part of Cover Note No. C 71E 3-119

in the name of COLUMBIA NITROGEN CORPORATION, et al

Effective date of this endorsement is February 13, 1971

Endorsement No. 1

Security hereunder is as follows:

36.69%	DOMINION INS. CO. LTD.
	{ 50% National Casualty Co.
(28.57%	{ 12 1/2% Accident & Casualty Co.
	{ 27% National Casualty Co. of America
	{ 12 1/2% Bermuda Fire & Marine
27.58%	{ 28.57% Accident & Casualty CO. (No. 2 A/c).
	{ 28.57% Argonaut Northwest Ins. Co.
	{ 40% Delta Lloyd Non Life
(14.29%	{ 20% Southern American Ins. Co.
	{ 30% Accident & Casualty (No. 3 A/c).
	{ 10% National Casualty Co. of America

Excluding 5.83% ~~STEWART SMITH MANAGEMENT CORP. INS. CO. LTD.~~  
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: March 22, 1971

STEWART, SMITH MANAGEMENT CORPORATI

By \_\_\_\_\_

SSMC 102

# Cover Note

EFFECTED WITH

## Insurance Companies

POLICY CONTROL No.							
P	B	B	1	9	4	6	7
L							

No. C 71E 3-119

PREVIOUS NO. C 68E 1-162

We confirm that acting upon your instructions we have effected insurance for your account with INSURANCE COMPANIES.

Assured: COLUMBIA NITROGEN CORPORATION AND/OR  
COLUMBIA NIPRO CORPORATION  
P. O. Box 1483  
Augusta, Georgia

Term: February 13th, 1971 to February 13th, 1974 both days at  
12:01 A.M., at the address of the Named Assured

Coverage: Umbrella Liability to indemnify the Assured in respects  
of their operation as per form

Limits: As per form

Rate: Annual adjustment at \$.18 1/2 per \$1,000. on Gross Revenue

Premium: \$5,000.00 - Minimum & Deposit - 1st Installment  
Due February 13, 1972 - \$5,000.00  
Due February 13, 1973 - \$5,000.00

Hereon: 80.27%

Security: As per Endorsement No. 1 attached

London CN# 71/10754/5  
Gross Prem. 5000.00  
Commission 20%  
Federal Tax with credit 50%  
(on 5000.00)

Subject to the same terms, limitations and conditions as now contained on or are hereinafter endorsed on Lloyd's Cover Note No. L. 71E 3-119

The insurance described herein is subject to all of the terms and conditions of the Certificate of Insurance and/or Policy to be issued. This cover note shall be automatically terminated and voided by delivery of the Certificate of Insurance or Policy to the Assured or its representative.

This insurance may be cancelled as provided in the wording, and if there is no wording attached as to cancellation, on 30 days notice by either the Assured or the Insurer(s) through Stewart, Smith Management Corporation as intermediary. Notice of cancellation shall be deemed given by the Insurer(s) when given by Stewart, Smith Management Corporation to the Assured or its representative and shall be deemed given to the Insurer(s) when given to Stewart, Smith Management Corporation by the Assured or its representative. In the event of cancellation of this insurance, the Insurer(s) shall be entitled to the premium earned on a short rate basis if cancelled by the Assured and on a pro rata basis if cancelled by the Insurer(s).

STEWART, SMITH MANAGEMENT CORPORATION  
110 John Street  
New York, New York

DATED AT: New York, New York

March 22nd, 19 71

PER \_\_\_\_\_

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax. It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured (or Reassured) or his agent should take steps to recover the Tax from the U. S. Government.

CONFIDENTIAL

CONFIDENTIAL

ALL ORIGINAL SLIPS IN FILE	✓
ALL A.P.R. P/R. COMPLETE	✓
ALL DOCUMENTS RETURNED FROM CLAIMS UNIT	✓
ALL PREMIUM ADJUSTMENTS COMPLETE	✓
R/I YIELD IN ORDER	✓
SUSPENSE LIST CLEAR	✓

Stewart, Smith Management Corp.,

NEW YORK

RGF/SRM. American Department.

1st March, 1971.

COVER NOTE NO. 71-16754-5.

In accordance with your instructions we have effected the following insurance for your account with and subject to the usual printed clauses and conditions on the policies of the insurers stated hereon:

CERT. NO.	
AGENT COMM.	20/
AGENT TAX.	4/0-0-0-5 excl. w. d. 2 excess
LONDON BROKERAGE	5/
TOTAL DISCOUNT	25/ - 1/100 as balance
LINE SLIP	71/24
PER CENT.	20.27/

UMBRELLA LIABILITY

FORM:

London 1971 Umbrella Wording.  
Plus NMA.1256 and NMA.1685 (amended).

ASSURED:

COLUMBIA NITROGEN.

PERIOD:

36 months at 13th February, 1971.

INTEREST:

Legal Liability in respect of Assured's operations.

SUM INSURED:

Policy for limits of:  
\$1,000,000 any one occurrence.

Excess of:

Primary limits as per schedule:

Orig. \$25,000 for uninsured perils.

SITUATION:

Worldwide.

CONDITIONS:

30 days Cancellation Clause  
Occupational Disease and Products in the aggregate.  
Part II Exclusions 1. Care, Custody and Control.  
2. Explosion and Collapse Underground.  
3. Foreign Operations.

PREMIUM:

Minimum and Deposit \$5,000 adjustable annually  
at 18 1/2% on Gross Revenue.

LESS:

20% & 4% Tax on Companies only,  
excluding Excess Ind. Co. Ltd.

INFORMATION:

1st Renewal.

See proposal dated 5th February, 1971.

No crop spraying and/or dusting and/or application of chemicals.

Continued/.....

E.S.O.E.  
C.S.T. (1-2)

STEWART, SMITH (NON-MARINE) LIMITED

Schedule of Primary Policies

General Liability	Bodily Injury: \$1,000,000. Property Damage: \$1,000,000.	Aetna Ins.	\$11,573
Products Liability	Bodily Injury & Property Damage: Included in above.	" "	Included.
Automobile Liability	Bodily Injury: \$500,000/\$1,500,000. Property damage: \$500,000.	" "	\$22,049
Aircraft (Non-Owned)	\$10,000,000	A.A.U.	
Employers Liability	\$ 100,000		

HEREON: 19.73%.

SECURITY: LLOYD'S UNDERWRITERS.

HEREON: 80.27%.

SECURITY: 36.69% Dominion Ins. Co. Ltd.  
 (50% National Casualty Co.  
 28.57% (12% Accident & Casualty Co.  
 25% National Casualty Co. of America  
 12% Bermuda Fire & Marine  
 28.57% Accident & Casualty Co. (No. 2 A/c).  
 27.52% 28.57% Argonaut Northwest Ins. Co.  
 (40% Delta Lloyd Non-Life  
 14.29% 20% Southern American Ins. Co.  
 30% Accident & Casualty (No. 3 A/c).  
 10% National Casualty Co. of America  
 6.88% Excess Ins. Co. Ltd.  
 4.59% London & Edinburgh General Ins. Co. Ltd.  
 4.59% Assicurazioni Generali I.S.

161

LNJ531 27/2/73

AN NM

JMB COLUMBIA NITROGEN NJL162 THANKS

NOTICE OF CANCELLATION RETRACTED AND USING FIGURES FOR AUDIT  
PURPOSES

DS

2003TH

64  
NJL 162 26/2/73  
:NH DS

139

COLUMBIA NITROGEN CORPORATION NJL51 REVENUE FIGURES FOR PERIOD  
FEB 19, 1972 TO 1973 AS FOLLOWS:

COLUMBIA NITROGEN CORP	\$11,615,000.
NIPRO INC	19,270,000
MACON DIVISION	2,185,000
CHARLESTON DIVISION	2,324,000
HOULTRIE DIVISION	3,866,000
TOTAL	\$39,260,000.

JMB

2:20 PAH

*Please deal for D/S  
Brokers  
WA 8/3  
132*

57  
NJL51 22/2/73  
NM DS

COLUMBIA NITROGEN LNJ438 PRODUCER STILL TRYING TO GET FIGURES.  
IN VIEW ANN. DATE FEB 13 THIS SEEMS UNREASONABLE AS IT TAKE TIME  
TO GET ALL FIGURES WILL ADVISE SOONEST

JJC

4:45 GY

154  
LNJ438 12/2/73  
AM NH

*Please delay for  
D/S brokers  
28/2/73*

JHB COLUMBIA NITROGEN NJL104 HAVE EXTENDED NOTICE OF CANCELLATION  
15 DAYS SO PLEASE ADVISE FASTEST

DS

1952TH

Q25

NJL104 13/2/73

NM DS

COLUMBIA NITROGEN LN429 WORKING. HOPE TO HAVE FIGURES SHORTLY.

JMB

11:00 PAM

*Handwritten notes:*  
to [unclear]  
[unclear]

111

LNJ429 12/2/73

AM NH

JJC COLUMBIA NITROGEN NJL246 ADVISE POSITION FASTEST

DS

DBF 1855

146

LNJ246 9/1/73

AM NH JJC

COLUMBIA NITROGEN PLEASE FORWARD REVENUE FOR AUDIT PURPOSES AND  
ALSO TO SATISFY ONE UWR ON TOP LAYER WHO HAS ISSUED PROVISIONAL  
NOTICE OF CANCELLATION EXPIRING 13TH FEBRUARY STOP ADVISE

DS

RFAL 1945

36

LNJ385 19/6/72

Nr JJC

71/10754/4 COLUMBIA NITROGEN YOUR AIRGRAM 10TH MAY 1972  
REFERS AMENDED NHA 1685 SENT AIRMAIL TODAY

LSK

FK 1620

27

LNJ16 27/3/72

NM

JJC COLUMBIA NITROGEN MJL976 SORRY PLSE AMEND LLOYDS  
TO 72 POINT 90 PCT AND COMPANIES TO 27 POINT 10 PCT

PJK

DBF 1705

29

NJL976 MAR 24 1972

NM, RHAC

COLUMBIA NITROGEN 71-10754 ADDENDUM PLS CHECK PERCENTAGES AND  
ADVISE. /

137

JJC

1:30 FS

CONFIDENTIAL

2016-001140 Record on Appeal 1161

LON000294

Stewart, Smith Management Corp.  
NEW JERSEY.

PJH/DP American Department

16th March, 1972

Addendum to: COVER NOTE NO. 71-16754-4. Certificate LC71E3-119A.

In accordance with your instructions we have effected the following insurance for your account with and subject to the usual printed clauses and conditions on the policies of the insurers stated hereon:—

EXCESS UMBRELLA LIABILITY

ASSURED: COLUMBIA NITROGEN CORPORATION

It is hereby understood and agreed that with effect from 13th February, 1972  
the Lloyd's Underwriters limit of liability is amended to: 72.90% part of 100.0

All other terms and conditions remain unchanged.

Stewart, Smith Management Corp.

NEW JERSEY.

PJH/EP

AMERICAN DEPARTMENT

16th March, 1972

Addendum to: COVER NOTE NO. 71-10754-4. Certificate LC71E3-119A.

In accordance with your instructions we have effected the following insurance for your account with and subject to the usual printed clauses and conditions on the policies of the insurers stated hereon:—

EXCESS UMBRELLA LIABILITY

ASSURED: COLUMBIA NITROGEN CORPORATION

It is hereby understood and agreed that with effect from 13th February, 1972 the Companies limit of liability is amended to ~~72.30%~~ part of 100.00%.

27.10

London and Edinburgh General Ins. Co. Ltd., increased to 2.60%.

All other terms and conditions remain unchanged.

Box 46518

*Handwritten signature*

10454-5

3/3/7	
DEAU	
DATE	RECORD
7-3-77	WR

DOCUMENTS TO	COMMISSION CEDED	ASSOCIATED FILES		
S.S. New York U.S.A.	20% + 4% TAX on Coys EXCESS - 10464/234			
Debit or Credit No.	PBB 19467 L	PBB 19467 L	BB 22/24 B	BB 25
Recorded	6289 2.6.71			
Expiry	13.2.71			
To Policy Dept.	7-4-71	<del>2-7-72 AR</del>	BB 4-72	8-2
Documents Sent	62851 + 2.6.71 25.10.71	3.1.72 ✓	✓	✓
Debit or Credit No.	BB 258062	BB 258062		
Recorded				
Expiry				
To Policy Dept.	13.4.72	24.1.74		
Documents Sent	✓			
Debit or Credit No.				
Recorded				
Expiry				
To Policy Dept.				
Documents Sent				
Debit or Credit No.				
Recorded				
Expiry				
To Policy Dept.				
Documents Sent				
s/c				

# EXHIBIT 4

2016-001140 Record on Appeal 1166

1/2

PA 40-2286



Person's Name  
No. of Shares  
11/367

Cover Note No.	Agency No.
65-10754-3	6582
Signing Slips	Photostat Copies
2	
Currency	No. of Copies of Policies Issued
US\$	
Leads	
100% Premium	2,000
Hereto Proportion	
Associated R/T's	

STEWART, SMITH & CO. LIMITED

COLUMBIA NITROGEN

D & Co. W. 1547 8/54

SB NY

(L/U Clause Noted)

STEWART, SMITH & CO., LIMITED

EXCESS UMBRELLA LIABILITY.

Short Umbrella Wording as appearing  
Plus NMA 1256.

36 Months at 15th February, 1965 12.01 a.m. L.S.T.

ASSURED: COLUMBIA NITROGEN CORPORATION AND/OR  
COLUMBIA NITRO CORPORATION,  
P.O. Box 1483,  
Augusta,  
Georgia.

POLICY FOR LIMITS OF:

\$3,000,000 a.o. occurrence

EXCESS OF:

\$1,000,000 a.o. occurrence

WHICH IN EXCESS OF:

Primary Limits as per Schedule

OR:

\$ 10,000 for uninsured perils.

O.D. and Products in aggregate.

30 days' Cancellation Clause.

PREMIUM: \$6,000 payable 1/3rd annually.

Less 25% and 4% tax.

INFORMATION: 1st Renewal.

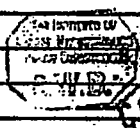
*Hereon 50%.*

AGREED TO RENEW BY RENEWAL RECEIPT IF REQUIRED  
WITHOUT PRODUCTION OF OLD SLIP OR POLICY.

C66  
227231



POLICY No. 65-10744-3

Insurer	Comm.	Tax (%)	Line (%)	POLICY SIGNING			Gross
				Debit No.			
				Gross	Net	Coys. Ref. Nos.	
- Owl			7.08	6.27			
- "			4.72	33.51			
- Adm			9.43	66.95			
- LEO			4.72	6.27			
- EOA			4.72	33.51			
- EAL			9.43	66.95			
							
LLOYDS			66.95	575.40	114.50		SA
LLOYDS ILLINOIS SURPLUS							
COLLECTIVE COYS.			12.46	124.60	30.14		
I.L.U. ILLINOIS LICENCED							
I.L.U.							
OTHER COYS.							
TOTALS			101.16	1011.60	214.50		
POLICY/ENDY. CLOSINGS TYPED							
BUREAU SHEETS TYPED							
LL 7MAX							

65-10754-3

ASSURED:-

29336  
Columbia Nitrogen

9.43%	J.S. GREEN	X000006849	989
7.08%	G.L.T.	L6X3A18X23N4	238
5.66%	BOLTON	N70X6913	23
4.72%	P.F.C.	1F27N64NMS	763
4.7%	A.J.A.	1F27N64NMS	909
3.77%	H.G.C.	609X12050	69
3.77%	A.J.W.	NM13/25	620
2.36%	SECRETAN	0112948	365
2.36%	A.L.S.	80451227N64	211
3.30%	F.W.	BNM47	634
2.36%	P.	15188099N408	768
1.89%	MIALL	12/155	555
1.89%	FORBES	B752	300
1.42%	WISHART	228000K4476	151
1.89%	SHEPHERD	27/11	35
1.94%			64
1.94%	P.H.M.	LANX27N43576	60
1.75%	H.H.M.	NMX192X26N64	188
1.19%			193
1.47%	L.S.H.	NM68XX261164	427

.94% D.G.S.L. 9219820027N4

.94% H.V.S.L. 15204

7.08% OILON 3594

7.08% N534387804N

7.08% NXX036700AN

9.43% A.M.A.D. 3507  
MF6670X404Y

7.08% LONDON & OVERSEAS A/C  
3609  
VRP14335

4.72% E. & A. M.A/C 3725  
N472

9.43% EDINBURGH No. D A/C  
2EPH1150

HARSON

57.54% p. 100% of 502  
42.46%

64/530B  
Marine

C29336  
ALL OTHERS



67 1968

ASSURED: *Columbia N. Trust*

9.48 \$ J.F.B. 341883 889 ✓  
 X00 208803 989 ✓

7.09 \$ G.L.T. 288 ✓  
 L8K3418X23N4

4.72 \$ P.F.C. 1C22505 768 ✓  
 .47 \$ A.J.A. 1C02095 809 ✓

3.77 \$ H.G.C. 809X12050 89 ✓  
 3.77 \$ A.J.R. RM13/25 620 ✓  
 2.36 \$ SECRETAN 0112948 365 ✓  
 2.38 \$ A.L.S. 80451227864 211 ✓

3.30 \$ F.W. 434 ✓

2.36 \$ F 1818000N469 708 ✓

1.89 \$ MIALI LF/155 355 ✓

1.89 \$ FORBES BT82 350 ✓

1.43 \$ WISHART 157 ✓  
 4000A4476

1.89 \$ SHEAD 27/11 38 ✓

.94 \$ 84 ✓

.94 \$ P.B.M. LAMX37N43576 60 ✓

.47 \$ L.S.M. NMG8X1261164 427 ✓

9.94 \$ W.H.S. 90 ✓  
 .68 \$ HMK192X28760 10 ✓

.94 \$ DGSL 858 ✓  
 9219820027N4

.94 \$ H.V.R. 3204 357 ✓

7.09 \$ ORION 'T' 3594 ✓  
 4.72 \$ H844867804N ✓  
 PIX428204N

9.45 \$ A 4207 ✓  
 H8470X404T

7.09 \$ LONDON VA OVERSEAS A/A/C 36/89 ✓  
 YRPT4333

4.72 \$ E.A.A. M.A/C 3743 8473 ✓

9.43 \$ EDINBURGH no. 2 A/O 3054 ✓  
 38PH1130

64/330 B MARINE  
 ALL OTHER  
 3RD YEAR D 34188

67/050285

A	P	Bon 252
Lloyds		
N.A. 402512		
L.P.O. SIGNING DATE &		

Spec. w/a/l/7



65/095475

65/095476

J (A)

Form approved by Lloyd's Underwriters' Fire and Marine Association.



Any person not an Underwriting Member of Lloyd's subscribing this Policy, or any person entering the same in or subscription, will be deemed to be proceeding against Lloyd's Act.

Printed at Lloyd's, London, England.

No Policy or other Contract dated on or after 1st Jan., 1924, will be recognised by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

# LLOYD'S POLICY

(Subscribed only by Underwriting Members of Lloyd's, all of whom have complied with the requirements of the Insurance Companies Act, 1938, as to security and otherwise.)

Whereas the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have heretofore subscribed their Names (hereinafter called "the Underwriters"),

Now We the Underwriters hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

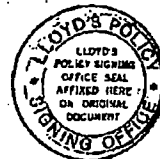
Now know We that We, the Underwriters, members of the Syndicate(s) whose definitive Number(s) in the attached list are set out in the Table overleaf, or attached overleaf, hereby bind Ourselves, each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, such payment to be made within seven days after such loss, damage or liability is proved, and so that the due proportion for which each of Us the Underwriters is liable shall be ascertained by reference to his proportion as ascertained according to the said list of the Amount, Percentage or Proportion of the total sum insured which is in the said Table set opposite the definitive Number of the Syndicate of which such Underwriter is a member.

In Witness whereof the Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE,

*E. J. Phillips*

MANAGER.



32 11

Form J (A) (R.S.59) F.M.A. 1167



EXCESS UMBRELLA POLICY

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof.

and/or Subsidiary, Associated, Affiliated Companies or Owned and Controlled Companies as now or hereafter constituted and of which prompt notice has been given to Underwriters.

INSURING AGREEMENTS

1. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

- (a) imposed upon the Assured by law; or
- (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages, direct or consequential and expenses on account of:-

- (i) Personal Injuries, including death at any time resulting therefrom,
- (ii) Property Damage,
- (iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by Underwriters at Lloyd's London, and Certain Insurance Companies (hereinafter called the "Underlying Umbrella Insurers").

2. LIMIT OF LIABILITY - UNDERLYING LIMITS -

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

£ (as stated in Item 3 of the Declarations) ultimate net loss in respect of each occurrence, but

£ (as stated in Item 4 of the Declarations) in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

and the Underwriters shall then be liable to pay only the excess thereof up to a further -

£ (as stated in Item 5 of the Declarations) ultimate net loss in all in respect of each occurrence - subject to a limit of

£ (as stated in Item 6 of the Declarations) in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

CONDITIONS

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy Underwriters will continue to protect the Assured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C of the Underlying Umbrella Policies.

3. CANCELLATION -

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by mailing written notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the Insurance under this Policy shall and on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this Policy has been in force.

If this policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium.

4. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Assured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Declarations as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

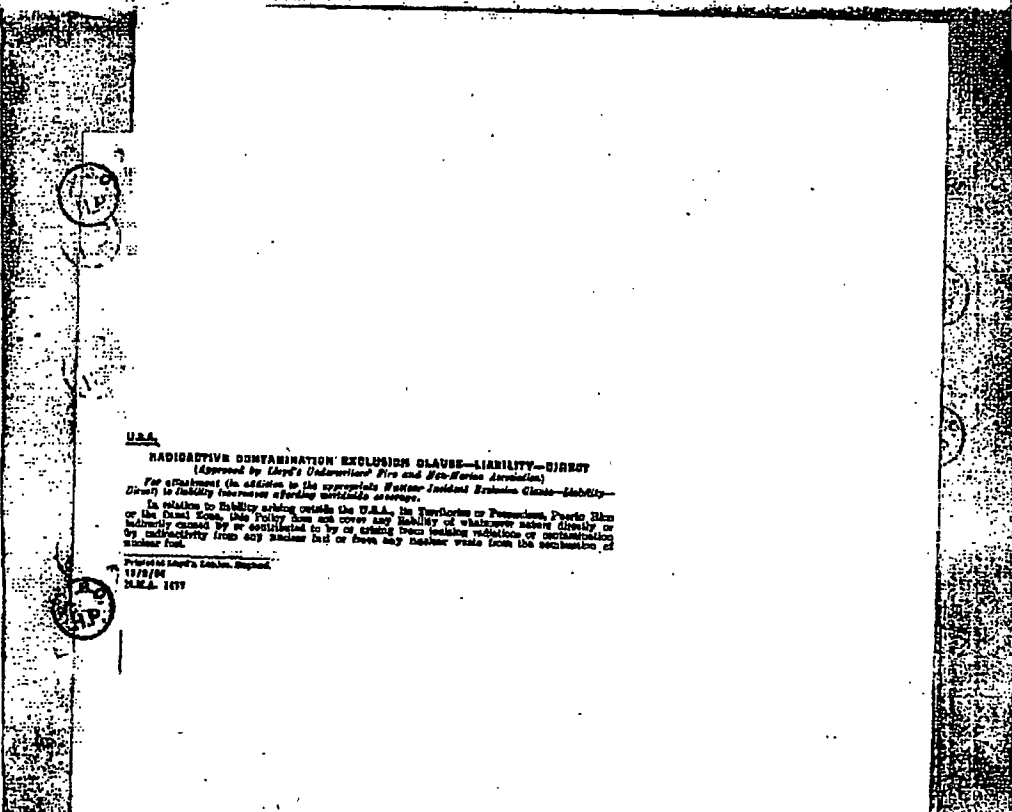
5. OTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is in excess of the insurance afforded by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

DECLARATIONS

- Item 1. Named Assured: ~~CONCRETE REINFORCE CORPORATION~~ and others (as set forth herein)
- Item 2. Underlying Umbrella Policies: A 69E E-102
- Item 3. Underlying Umbrella Limits  
(Insuring Agreement 2): \$1,000,000
- Item 4. Underlying Umbrella Aggregate Limits  
(Insuring Agreement 2): \$1,000,000
- Item 5. Limit of Liability  
(Insuring Agreement 2): \$3,000,000
- Item 6. Aggregate Limit of Liability  
(Insuring Agreement 2): \$3,000,000
- Item 7. Notice of Occurrence (Condition 4) to:  
Stewart, Smith and Company, Inc.,  
116 John Street, New York, N.Y.

- 5 -



**U.S.A.**

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DAMAGE**  
(Approved by Lloyd's Underwriters' Fire and Marine Division)  
For attachment (in addition to the appropriate Marine Insurance Clause—Liability—Damage) to liability insurance offering worldwide coverage.

In relation to liability arising outside the U.S.A. in Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or occasioned to be or arising from leakage, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the production of nuclear fuel.

Approved Lloyd's Underwriters' Division  
11/7/76  
L.L.M.A. 1077



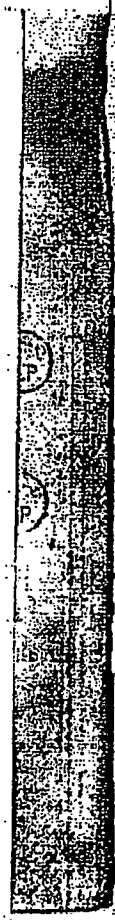
P.A.

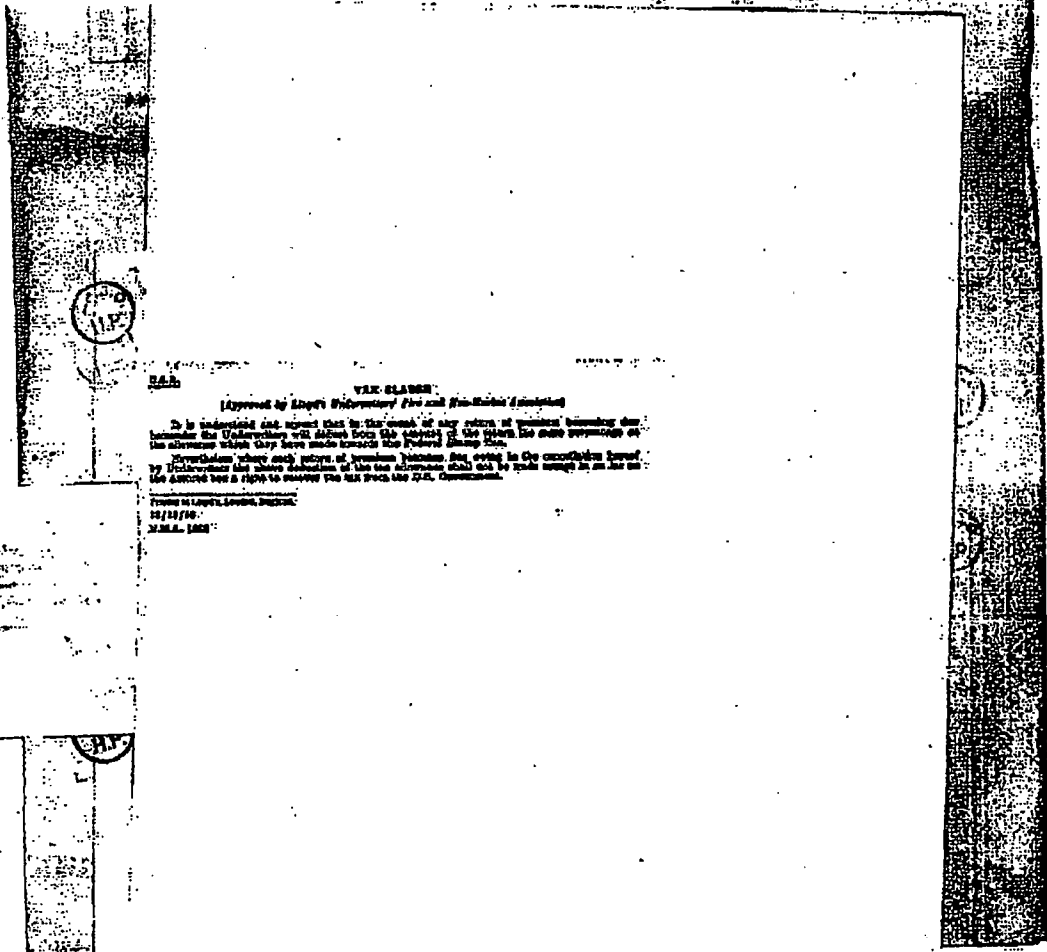
**TAX PAID CLAUSE**

*(Approved by Lloyd's Underwriters Fire and Marine Association)*

Notice is hereby given that the Underwriters have agreed to allow for the purpose of purchasing U.S. Government Bonds for a maximum amount of \$100,000 per year of the proceeds of the above named policy to be subject to Federal Stamp Tax.

Witness my hand and seal, this 10th day of May, 1957  
M.M.A. 1957





**NOTE**

**VER-CLASSE**

(Approved by Agent's Secretary for and for the Agent's signature)

It is understood and agreed that in the event of any return of goods, including any  
batteries the Underwriters will advise both the Agent and the State regarding the  
address which they have made known the Federal Stamp Fee.

Furthermore, where such return of goods, including any  
batteries, has been received by the Underwriters, the Agent shall not be held liable for  
the amount but a right to recover the full price the U.S. Government.

Printed at Length, Lower, District  
12/15/50  
M.M.A. 1950



**SERVICE OF SUIT CLAUSE (U.S.A.)**

*(Approved by City's Underwriters' Fire and Marine Association)*

It is agreed that in the event of the failure of Underwriters herein to pay any amount claimed to be due hereunder, Underwriters herein, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

**WILLIAMS AND WELCH,  
27, WILLIAM STREET, NEW YORK, N.Y.**

and that to any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a special appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, consent to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters herein hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or the successor or successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Printed at New York, New York, England.  
22/12/61  
N.Y.A. 112

U.S.A.  
**NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**  
 (Approved by Lloyd's Underwriters' Fire and Non-Marine Association)  
 For attachment to Insurances of the following descriptions to the U.S.A., its  
 Territories and Possessions, Puerto Rico and the Canal Zone:—  
 General, Landlords and Tenants Liability, Contractual Liability, Employer  
 Liability, Owners or Contractors (including railroad Protection Liability,  
 Manufacturers and Distributors Liability, Product Liability, Professional and  
 Editorial Liability, Elevators Liability, Garage Liability, Automobile  
 Liability (including Automobiles Motor Vehicle or Garage Liability),  
 not being insurances of the descriptions to which the Nuclear Incident Exclusion Clause  
 Liability—Direct (Limited) applies.  
 This policy

does not apply:—

- I. Under any Liability Coverage to injury, sickness, disease, death or destruction:
    - (a) with respect to which an insured under the policy is also so insured under a nuclear energy liability policy issued by either the Nuclear Energy Liability Insurance Association, Nuclear Energy Liability Underwriters of America, Insurance Association of Canada, or would be so insured under any such policy had he its termination upon expiration of its term of liability or
    - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, required to indemnify from the United States of America, Canada, or any other country, with any person or organization.
  - II. Under any Liability Coverage to injury, sickness, disease or death resulting from the hazardous properties of nuclear material and with respect to which the insured is, or had this policy not been issued would be, required to indemnify from the United States of America, Canada, or any other country, with any person or organization.
  - III. Under any Liability Coverage to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material:
    - (a) the insured is, or had this policy not been issued would be, required to indemnify from the United States of America, Canada, or any other country, with any person or organization.
    - (b) the insured is, or had this policy not been issued would be, required to indemnify from the United States of America, Canada, or any other country, with any person or organization.
    - (c) the insured is, or had this policy not been issued would be, required to indemnify from the United States of America, Canada, or any other country, with any person or organization.
    - (d) the insured is, or had this policy not been issued would be, required to indemnify from the United States of America, Canada, or any other country, with any person or organization.
  - IV. All used in this agreement:
    - "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material" means source material, "special nuclear material" means source material, "byproduct material" means source material, "source material" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "radioactive" means any waste material (1) resulting from the hazardous properties of nuclear material or (2) resulting from the hazardous properties of nuclear material; "radioactive waste" means any waste material (a) or (b) listed; "radioactive waste" means (a) any waste material (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing such fuel, or (3) handling, processing or separating waste; (c) any equipment or device used for the processing, handling or storing of any material or device used for the processing, handling or storing of such material or device in the custody of the insured or the licensee where such equipment or device is located outside of or contains more than 100 grams of uranium or plutonium 235 or any combination thereof, or more than 100 grams of uranium 233, or any material, liquid, substance, particles or plate prepared or used for the storage or disposal of waste; and includes the site or which any of the foregoing is located, all materials used for the site and all property used or such equipment; "radioactive waste" means any equipment designed or used to handle nuclear waste in a self-contained chain reaction or to contain a critical mass of fissionable material.
- With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.  
 It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.  
 \*Notes—As respects policies which afford liability coverage and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Printed at Lloyd's, London, England  
 1/7/58  
 LMA 1248

CONFIDENTIAL

In all communications please quote  
the following reference  
635 62/10794/37/22 402285

**FORM J (A)**

**LLOYD'S LONDON**  
B.L.



Assured **COLLETTA INSURANCE CORPORATION**

Premium **£4,21,275.40**

Policy and Stamp

Date of Expiry **13th February, 1968**

*The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.*

*In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to—*

2016-001140 Record on Appeal 1184

1339

LOND000056

U (A) FORM

No. 65/10754/3/BB 402286

DUPLICATE C65 41729 17DEC

# The Institute of London Underwriters. Companies Combined Policy.

Whereas the Assured named in the Schedule herein has promised to pay forthwith a Premium at the Rate specified in the Schedule to Us, the Assurers,

Now we the Companies hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

Now know ye that we the Assurers do hereby bind ourselves, each COMPANY for itself only and not one for another and in respect only of the due proportion of each Company, to pay to the Assured or the Assured's Executors or Administrators, all such loss, damage or liability as herein provided that the Assured may sustain during the stated period, not exceeding in all the sum insured, as properly apportioned to the sums, or to the percentages or proportions of the sum insured, subscribed against our names respectively.

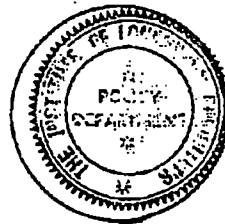
If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

In witness whereof we the said Assurers have subscribed our names and sums assured in London as hereinafter appears, and the Manager and Secretary of The Institute of London Underwriters has subscribed his name on behalf of each of us.



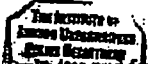
Signed

*[Handwritten Signature]*  
Manager and Secretary  
The Institute of London Underwriters.



Note. This Policy must bear the seal of The Institute of London Underwriters Policy Department.

SCHEDULE.

The Policy No. 65/10754/5/BB 402286	
The Name and Address of the Assured: <u>COLUMBIA NITROGEN CORPORATION AND/OR</u> <u>COLUMBIA NIPRO CORPORATION</u> P.O. Box 1483, Augusta, Georgia	
The Rate or Premium: U.S.\$424.60 part of U.S.\$1,000.00 being a first instalment premium and further instalments are due and payable as follows:- 13th February, 1966 U.S.\$424.60 13th February, 1967 U.S.\$424.60	
The Period of Insurance  From: Thirteenth February, 1965 To: Thirteenth February, 1968  Both days  and for such further period or periods as may be mutually agreed upon. At <u>London</u> Local Standard Time	
The Risk and Sum Insured hereunder: 42.46% part of 100% of 50% of limits  Whereas Certain Underwriters at Lloyd's London have issued an Excess Umbrella Liability Policy No. 65/10754/5/BB 402286.  Now therefore this Policy is subject to the same terms, clauses, limitations and conditions on the identical subject matter and risk, as more fully set forth in the above mentioned Lloyd's Policy.	

DATED in LONDON, THE Second day of November, One Thousand Nine Hundred and Sixty-five



THE INSTITUTE OF LONDON UNDERWRITERS

AMOUNT, PERCENTAGE OR PROPORTION	POLICIES	ILL. REF. No.	065 41729 17 12 65
	COMPANY		REFERENCE
7.080000	ORION INSURANCE CO LTD T A/C		N594367804N
4.720000	ORION INSURANCE CO LTD T A/C		PXX4367804N
9.430000	ANDREW WEIR INS CO LTD		MP6670X404Y
7.080000	THE LONDON & OVERSEAS INS CO LTD A A/C		VRP14333
4.720000	ENGLISH & AMERICAN INS CO LTD M A/C		N472
9.430000	EDINBURGH ASSURANCE CO LTD 2 A/C		2EPH1150
42.460000 T	TOTAL (T) OR FORWARD (F)		T
Index & Reference :	(635) STEWART SMITH BB 402286		

J (A) FORM

In all communications please quote  
the following reference

635 | 65/10754/3/BB 402206

The Institute of London Underwriters  
Companies Combined Policy.



B.I.

This Policy is subscribed by Insurance Companies  
Members of The Institute of London Underwriters,  
40, Lime Street,  
London, E.C.3.

COLUMBIA BROSSELS CORPORATION

PRINTED IN ENGLAND BY  
THERBY & Co. LTD.

CONFIDENTIAL

2016-001140 Record on Appeal 1188

LON000060

**DUPLICATE**  
**Insurance Companies Collective**

**Policy**

In Consideration of the Assured named in the Schedule hereto having paid premium set forth in the said Schedule to the Assurers named herein

The Assurers hereby severally agree each for the proportion set against its name to indemnify the Assured or the Assured's Executors, Administrators or Assigns against loss as set forth herein during the period of insurance stated in the said Schedule or during any subsequent period as may be mutually agreed between the Assured and the Assurers payment to be made within Seven Days after such loss is proved.

Provided that:—

- (1) the liability of the Assurers shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Assurers.
- (2) the liability of each of the Assurers individually in respect of such loss shall be limited to the proportion set against its name or such other proportion as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Assurers.
- (3) if the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

In Witness whereof, I being a representative of the Leading Office which is duly authorised by the Assurers have hereunto subscribed my name on their behalf this 4<sup>th</sup> day of January One Thousand Nine Hundred and Sixty Six.

*[Handwritten Signature]*

SCHEDULE

CONFIDENTIAL

Policy No. **65/10794/3/28 402285** Premium **U.S. \$20,000 part of U.S. \$1,000,000 in fixed installment premium and further installments are due and payable as follows:**

Name and address of the Assured **CONFIDENTIAL**  
**P.O. Box 1483, Augusta, Georgia**

Period of Insurance From **15th February, 1967** To **15th February, 1968**

The risks and sum insured hereunder **50% part of 100% of 50% of 100%**

To cover the Assured's legal liability in respect of accident's arising out of their operation

IT IS WARRANTED THAT this Policy is subject to the same terms, limitations and conditions of the **Policy No. 65/10794/3/28 402285** issued on the identical subject matter and risk.

ROGERS INSURANCE COMPANY  
LIMITED

3.00%

64/2286 65/12161  
65/928/521

ST. ROGER'S INSURANCE  
COMPANY LIMITED

3.00%

65/100710

SWISS REINSURANCE  
CORPORATION LIMITED

4.00%

65/10-10

minimum investment

ROGERS INSURANCE COMPANY  
LIMITED  
(JOS HAYWOOD AND PARTNERS)

2.00%

65/100710

initial investment

KYTES WELLS INSURANCE  
COMPANY LIMITED

4.00%

1079 30100

31,423/65/100

SPRINGFIELD INSURANCE  
COMPANY LIMITED

10.00%

604599/53

ALMA GENERAL INSURANCE  
COMPANY LIMITED (100%)  
(Sibson N.A. Group)

4.00%

1/521164

6/269162/11

**Insurance Companies**

**Collective Policy**

# **EXHIBIT 5**

2016-001140 Record on Appeal 1193

30.1.68 EW MAR

NO CLAIMS PAID  
ADVISED OR O/S

1 OCT 1968  
*[Signature]*

Cover No. No.	68-1012-3	Assn. No.	68-1012-3
Debit No.	B14450		
Signing Slip	1	Prothman's	
Currency	USD	No. of Copies	28
Leads	CGO	Policy No.	
100% Premium (Gross)			
Hereto Premium			\$350.00
Hereto Premium			\$177.50
Associated P.P.			

STEPHENS SMITH & CO.

Company Name

COLLECTIVE POLICY SIGNING CLAUSE No. ONE

Not otherwise to the terms of the C.O.S.A. 1928, Company's...  
respect of this Policy shall not be required, it being understood that...  
shall be sent to Company together with a form for return...  
objection on behalf of administrative details...

U.S.S.N.Y. U.S.A.

# STEWART, SMITH & CO., LIMITED

## EXCESS UMBRELLA LIABILITY./

Short Umbrella Wording as expiring  
Plus NMA 1256.

36 months at 13th February, 1968 12.01 a.m. L.S.T. ✓

ASSURED: COLUMBIA NITROGEN CORP. AND/OR,  
COLUMBIA NIPRO CORPORATION,  
P.O. Box 1483,  
Augusta,  
Georgia./

### POLICY FOR LIMITS OF:

\$3,000,000 a.o. occurrence./

### EXCESS OF:

\$1,000,000 a.o. occurrence ✓

### WHICH IN EXCESS OF:

Primary Limits as per Schedule

### OR:

\$ 10,000 for uninsured perils

U.D. and Products in aggregate.

30 days' Cancellation Clause./

PREMIUM: \$7,500 payable 1/3rd annually./

Less 25% and 4% Tax.

INFORMATION: 2nd Renewal.

AGREED TO RENEW BY RENEWAL RECEIPT IF REQUIRED  
WITHOUT PRODUCTION OF OLD SLIP OR POLICY.

LS-10754-3 33 42286

68-10754

UNITED STATES  
NITROGEN CORP.

INSTALLMENT  
PREMIUM

13 2 1969

6

13 2 1970  
3568 FEB

CTO

P.P. \$2,500.00

N.A. \$1,847.92

BB 10324

SL 12

68-10754

UNITED STATES  
NITROGEN CORP.

INSTALLMENT  
PREMIUM

13 2 1970

6

13 2 1971

Handwritten initials

P.P. \$2,500.00

N.A. \$1,847.92

67652 + 13 OCT 1970

BB 145524

YEAR	MONTH
70	2

ILU  
Comp. Prem.  
Type  
(aid: Orig)

CTO

D.J.G.

SL 12

L.P.S.O. CONTRACT SCHEME	
No: 0 32948	
ENTRY No. 22102247	
<input checked="" type="checkbox"/> P.M. <input checked="" type="checkbox"/> A.P. <input checked="" type="checkbox"/> R.P.	100% NA 937/50
L.P.S.O. SIGNING No. 70/021073	

<input checked="" type="checkbox"/> A.P.	OPEN MARKET
<input checked="" type="checkbox"/> B.P.	ENTRY No. 22102247
Lloyds	675-19
N.A.	
L.P.S.O. SIGNING DATE & No.	

Lloyds 100% NA 937/50

SMITH & CO. LIMITED  
B.O.T. CODE

L.P.S.O. CONTRACT SCHEME	
No: 0 32948	
ENTRY No. 22145520	
<input checked="" type="checkbox"/> P.M. <input checked="" type="checkbox"/> A.P. <input checked="" type="checkbox"/> R.P.	100% NA 937/50
L.P.S.O. SIGNING No.	

<input checked="" type="checkbox"/> A.P.	OPEN MARKET
<input checked="" type="checkbox"/> B.P.	ENTRY No. 22145520
Lloyds	675-19
N.A.	
L.P.S.O. SIGNING DATE & No.	

67652 + 1330T 937/50

Lloyds 100% NA 937/50

SMITH & CO. LIMITED  
B.O.T. CODE

POLICY No. 18-1751-3

Insurer	Comms	Tax	Line	POLICY SIGNING			Gross
				Debit No.		Coy. Ref. Nos.	
				88 143247			
Swiss Re	25	4	1.16	20.75	14.73		
Mutual			3.33	41.13	29.81		
Temple			4.89	12.21	14.54		
Excess			5.00	11.50	14.21		
E&A			3.00	37.60	28.00		
L&L			3.00	37.60	28.00		
Stamps			3.00	37.50	28.12		
Holland			4.00	5.00	35.50		
LLOYDS	Om	25	72.02	80.25	175.19		
LLOYDS ILLINOIS SURPLUS							
I.L.U. ILLINOIS LICENCED							
I.L.U.							
COLLECTIVE COYS.			27.98	37.76	24.37		
OTHER COYS.							
TOTALS	501	4	100.1	1250.00	923.51		
POLICY/BNDT. CLOSINGS TYPED							
BUREAU SHEETS TYPED							
LL 7ARY			Lloyd	1007	931.50		



68-10400-1

33943

ASSURED: COLUMBIA HYDROGEN CORP

PERIOD: 3 months at 13th February 1969

Wagon 50/

10.47% G.I.E. 085A408809A7 388	2.49% W.C.O. A19H821X5707
6.22% G.L.T. 360X34181357 079	1.50% SPALDING LIAB
7.18% W.H.S. 378	1.00% P.R.M. LANX3576
.80% NA72022M18NO 49	.50% L.S.N. NM8891067
2.49% W.H.S. NA72022M18NO 618	1.00% J.T.C. L.S.
3.00% P.C.W. LSI0109N7020 918	1.00% MIAL. LT155
5.00% P.P.C. 1C21694 709	.50% J.A.R.M. 50C3524
.75% A.J.A. 1C01718 786	.50% TYSIN. 31019037
2.00% HILL 5020T2A14540 986	.75% D.G.S.L. 9219820030T7
4.00% A.J.W. NM 19/25 020	7.97% ORION 2 3594/5/3
3.49% F.W. 08X147 634	HE57367813S
2.49% SECRETAN 0112948 366	7.48% ANDREW HEIR 3507
4.18% P.J. TP1LE52827 331	M:86702737X
.31% W.T. 373	4.99% LONDON & OVERSEA
2.49% P. 15188099T707 768	VRP14353
2.49% SHEAD 50E15867 35	4.99% ENGLISH & AMERICAN
1.25% BART 64	44N3367 372
1.00% FURNES 8753 300	.75% SCOTTISH LION 3208
1.50% WISHART 4000A4476TX 151	1010N327367
2.49% A.L.S. 80431208T07 223	67/8308
	6-22178
	38948



68-15754

1ST YEAR NO. 58/9501 2ND YEAR

ASSURED:- COLUMBIA NITROGEN CORP.

PERIOD:- 24 months ending February 1969

2.99% ~~21105T 5944~~

4.00% ~~16522-020~~

ALL OTHER UNDERSWRITERS AS PER CONTRACT NO.

Handwritten notes: 772 NB Please do not sign contract unless self-chosen

HEREON: 72.02% LLOYD'S.

YEAR	MONTH
69	2

1.66% SWISS UNION 320753

3.33% MINSTER  
Per Heywood Partners

4.99% TUREGUM 1/5/31/06401

5.00% EXCESS 69/980/3092 <sup>23/2/69</sup> COPIES OF DECS.

3.00% ENGLISH & AMERICAN 159A

3.00% LONDON & EDINBURGH TOWER A/O  
MBP01081111

3.00% STRONGHOLD S20502

4.00% HELVETIA ACCIDENT GIBSON N.M. GROUP.  
E1027681

HEREON: 27.98% COMPANIES.

<del>1.00% K.S.M. 16522020</del>	<del>417</del>	<del>25% P.C.P. 080808</del>	<del>855</del>
<del>6.40% A.L.S. 20101800</del>	<del>210</del>	<del>25% T.N.F. 1427818</del>	<del>875</del>
<del>3.50% ALLEN 088</del>	<del>817</del>	<del>75% F.R.H. 11A5250</del>	<del>870</del>
<del>1.00% HARRISON 31X64842</del>	<del>56</del>	<del>1.00% HARKS 30225126</del>	<del>484</del>
<del>2.00% FR WHITE 7716002460</del>	<del>190</del>	<del>3.25% P.J.-J.H.B. TPHL53888</del>	<del>231</del>
<del>3.50% H.A.E. 0881880</del>	<del>310</del>	<del>.25% N.F.</del>	<del>373</del>
<del>2.00% T.A.W. 265210144</del>	<del>550</del>	<del>4.00% A.H.W. 08277</del>	<del>93</del>
<del>2.50% G.W.H. 456</del>	<del>347</del>	<del>50% HUDSON 2A156371002H</del>	<del>947</del>
<del>2.00% BEACOCK 9N686L0071</del>	<del>727</del>	<del>25% N.J.O. 8860K0338</del>	<del>896</del>
<del>.80% TYSER 0781693</del>	<del>18</del>	<del>1.50% H.J.K. 8400</del>	<del>518</del>
<del>.80% TYSER</del>	<del>18</del>	<del>50% P.M. Lant...</del>	<del>60</del>
<del>2.00% P. 0887515</del>	<del>100</del>		
<del>2.00% G.W.P. AA0358588</del>	<del>156</del>		
<del>2.00% C.E.H. 431</del>	<del>404</del>		
<del>2.50% A.N.G.S. 772L</del>	<del>250</del>		
<del>1.25% A.G.O. LSM059J8130</del>	<del>918</del>		
<del>1.50% GIBBS 041339</del>	<del>179</del>		
<del>1.30% H.A.N. 8TUC040</del>	<del>817</del>		
<del>1.00% A.E.H. 400B4720</del>	<del>93</del>		

62318 \* 22 JAN 1970

68/10754/2

.75% D.R.S.L.  
921982003077



7.97% ORION "T" 3594/5/0  
N5573679198 I.L.U.

7.48% ANDREW WEIR 3507/1/1  
MFOGTUX7271 I.L.U.

4.06% LONDON & OVERSEAS 3500/2/0  
VRF14338 I.L.U.

4.96% ENGLISH & AMERICAN 3425/1/8  
44N3387 I.L.U.

.75% SCOTTISH LIGHT 3206/1/9  
1010831357 I.L.U.

L86

07/8308

ALL OTHER  
G36029

W 73.82

C 26.18

68/038261

SHORT INTEREST *W* ALL OTHER

YEAR: 68 MONTH: 2

LYON 86/930A

368 Col. 1968 A. NITROGEN CORP.

PERIOD: - 36 months @ 13/2/68.

*HERON 50%*

~~3.99% MINSTER 210008944 772~~  
~~4.99% TUREGUM 1852030 41~~

ALL OTHER UNDERWRITERS AS PER CONTRACT

HERON 71.52% LLOYD'S



1.66%	SWISS UNION	}	320753	COLL.
3.33%	MINSTER			
4.99%	TUREGUM		1/5/51/08401	COLL.
3.00%	Excess	<i>68LT 15179</i>	309	COLL.
3.00%	English & American		139 A	COLL.
3.00%	London & Edinburgh Tower A/c.		HSP01081111	COLL.
3.00%	Stronghold		S 20502	COLL.
2.50%	Orion N/H A/c		L206549	COLL.
4.00%	Helvetia Accident Gibbon N.M. Group		E 1027881	COLL.

365495 *68*

HERON 29.48% COYS.

68/038262

POLICY No. 68-10794-3

Insurer	Commo.	Tax (%)	Line (%)	POLICY SIGNING			ENDT	
				Debit No.			Dr. Cr.	
				B. 14650			Gross	Net
0600-			✓ 1.97	99.68	10.70			
A. 1000-			✓ 1.48	92.50	68.30			
L. 1000-			✓ 1.09	62.38	44.20			
1000-			✓ 1.09	62.38	44.20			
8. 1000-			✓ .45	9.37	6.16			
LLOYDS	251.46		13.82	922.75	662.15			
LLOYDS ILLINOIS SURPLUS								
I.L.U. ILLINOIS LICENCED								
I.L.U.			26.18	327.26	232.35			
COLLECTIVE COYS.								
OTHER COYS.								
TOTALS	501		100%	1250.00	907.50			
POLICY ENDT. CLOSINGS TYPED	10/5/68							
BUREAU SHEETS TYPED	3/7/68							
S.L. TARY						SEE 07/22		

POLICY No. 18-10756-3

Insurer	Comm.	Tax (%)	Line (%)	POLICY SIGNING			PROT.	
				Debit No.		Cop. Ref. No.	Gross	Nett
				Gross	Nett			
Silber			1.66	20.75	14.73			
Hunt			2.33	41.63	20.45			
Lang			14.99	62.37	44.37			
Frank			3.00	37.50	26.63			
Kell			3.00	37.50	26.63			
Lee			3.00	37.50	26.62			
Stinson			3.00	37.50	26.62			
Om			2.50	31.25	22.19			
Hess			4.00	60.00	36.50			
LLOYDS		261.46	71.52	894.00	634.74			
LLOYDS ILLINOIS SURPLUS								
I.L.U. ILLINOIS LICENCED								
I.L.U.								
COLLECTIVE COYS.		28.48	34.00	34.00	26.46			
OTHER COYS.								
TOTALS		307.	100.7	1260.00	887.60	7A		
POLICY/ENDE CLOSINGS TYPED		10/5/68						
BUREAU SHEETS TYPED		7/7/68 closing 1-3/7/68						
SL TARY								

FORM C.P.S.

**DUPLICATE**

THIS DOCUMENT SHOULD BE ATTACHED TO THE ORIGINAL POLICY.

**Collective Renewal Policy & Receipt.**

Insured : COLUMBIA HIRSHORN CORPORATION AND/OR COLUMBIA HIRO CORPORATION

Sum Insured Hereby : 28.45% part of 100% of <sup>50% of</sup> limits

In Consideration of the payment of U.S.\$356.00 part of U.S.\$1,250.00 being a first instalment premium and further instalments are due and payable as follows:-\*

WE, THE UNDERSIGNED INSURERS, agree to hold the Insured covered during the period of ~~TWELVE~~

~~MONTHS~~ commencing Thirteenth February, 1968

and ending on Thirteenth February, 1971 both days at 12.01 a.m. AGAINST the risks and Local Standard Time

upon the terms and conditions (including any endorsements thereon) of the COLLECTIVE POLICY

NO. 65/10754/3/BB 402286 dated the Twenty-ninth day of December 19 65

\*13th February, 1969 U.S.\$356.00

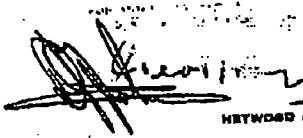
13th February, 1970 U.S.\$356.00

We do know ye that we the Insurers do hereby bind ourselves, each Company for itself only and not one for another and in respect only of the due proportion of each Company, to pay to the Insured or the Insured's Executors, Administrators and Assigns, all such loss as above stated that the Insured may sustain during the aforesaid period, not exceeding in all the sum insured as properly apportioned to the sums, or to the percentages or proportions of the sum insured, subscribed against our names respectively.

If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

IN WITNESS whereof I being a representative of the Leading Company and authorised by the said Company and by all other Companies appearing hereon to sign this Policy on their behalf, have hereto subscribed my name this 14th day of August 19 68.

68/10754/3/B 14450/BX

  
DIRECTOR  
KEYWOOD & PARTNERS, LTD.

P.T.O.

**THE ASSURERS**

Amount Percentage or Proportion	Company	Reference No.
1.66%	SWISS UNION GENERAL INSURANCE COMPANY LIMITED	320753
3.33%	MINSTER INSURANCE COMPANY LIMITED (part HEYWOOD AND PARTNERS)	
4.99%	TURGUE INSURANCE COMPANY	1/5/31/06401
3.00%	EXCESS INSURANCE COMPANY LIMITED	309
3.00%	ENGLISH AND AMERICAN INSURANCE COMPANY LIMITED	139 A 414A
3.00%	LONDON AND EDINBURGH GENERAL INSURANCE COMPANY LIMITED (Tower A/s)	HSPO18111
3.00%	HOUSEHOLD INSURANCE COMPANY LIMITED	S 20582
2.50%	ORION INSURANCE COMPANY LIMITED	L206569
4.00%	HELVETIA ACCIDENT INSURANCE COMPANY LIMITED (Gibson H.M. Group)	N 1027681

Attaching to and forming part of Insurance Companies Collective Policy No. 68-10754-3.  
Endorsement No. \_\_\_\_\_

IN THE NAME OF: COLUMBIA NITROGEN CORPORATION.

It is understood and agreed that notwithstanding anything contained in the above mentioned Policy to the contrary, no liability shall attach to the Orion Insurance Company Limited and the liability of the Excess Insurance Company Limited is increased to 5.00% in respect of occurrences happening on and after 13th February, 1969.

All other terms and conditions remain unchanged.

BB10324Y.

Proportion of <sup>Additional</sup> Premium  
Return

For and on behalf of the Assurers named in the said Policy for the proportions specified therein.

IN WITNESS WHEREOF I being a representative of the Leading Office which is duly authorised by the Assurers have hereunto subscribed my name on their behalf this

Tenth day of November One Thousand Nine Hundred and Sixty Nine.

BB10324Y/LE

Attaching to and forming part of Insurance Companies Collective Policy No. 68-10754-3  
Endorsement No. \_\_\_\_\_

IN THE NAME OF: COLUMBIA NITROGEN CORPORATION.

It is understood and agreed that notwithstanding anything contained in the above mentioned Policy to the contrary, no liability shall attach to the Orion Insurance Company Limited and the liability of the Excess Insurance Company Limited is increased to 5.00% in respect of occurrences happening on and after 13th February, 1969.

All other terms and conditions remain unchanged.

BB10324Y.

Proportion of Additional Premium  
Return

For and on behalf of the Assurers named in the said Policy for the proportions specified therein.

IN WITNESS WHEREOF I being a representative of the Leading Office which is duly authorised by the Assurers have hereunto subscribed my name on their behalf this  
Tenth day of November One Thousand Nine Hundred and Sixty Nine.

Attaching to and forming part of Insurance Companies Collective Policy No. 68-10754-3.  
Endorsement No. \_\_\_\_\_

IN THE NAME OF: COLUMBIA NITROGEN CORPORATION.

It is understood and agreed that notwithstanding anything contained in the above mentioned Policy to the contrary, no liability shall attach to the Orion Insurance Company Limited and the liability of the Excess Insurance Company Limited is increased to 5.00% in respect of occurrences happening on and after 13th February, 1969.

All other terms and conditions remain unchanged.

BB10324Y.

Proportion of <sup>Additional</sup> Return Premium

For and on behalf of the Assurers named in the said Policy for the proportions specified therein.

IN WITNESS WHEREOF I being a representative of the Leading Office which is duly authorised by the Assurers have hereunto subscribed my name on their behalf this  
Tenth day of November One Thousand Nine Hundred and Sixty Nine.

*Bm*  
*14/12/69*

J (A) FORM

DUPLICATE

No. 68/10734/1/2-14450

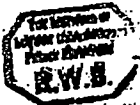
# The Institute of London Underwriters. Companies Combined Policy.

Whereas the Assured named in the Schedule herein has promised to pay forthwith a Premium at the Rate specified in the Schedule to Us, the Assurers,

Now we the Companies hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

Now know ye that we the Assurers do hereby bind ourselves, each COMPANY for itself only and not one for another and in respect only of the due proportion of each Company, to pay to the Assured or the Assured's Executors or Administrators, all such loss, damage or liability as herein provided that the Assured may sustain during the stated period, not exceeding in all the sum insured, as properly apportioned to the sums, or to the percentages or proportions of the sum insured, subscribed against our names respectively. If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

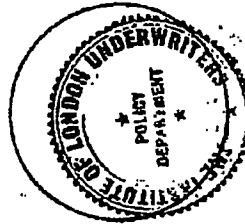
In witness whereof we the said Assurers have subscribed our names and sums assured in London as hereinafter appears, and the Manager and Secretary of The Institute of London Underwriters has subscribed his name on behalf of each of us.



Signed

*[Handwritten signature]*

Manager and Secretary,  
The Institute of London Underwriters.



Note. This Policy must bear the seal of The Institute of London Underwriters Policy Department.

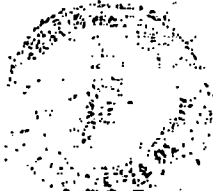


SCHEDULE

THE INSTITUTE OF LONDON UNDERWRITERS

POLICIES		ILLU. REF. No.
AMOUNT, PERCENTAGE OR PROPORTION	COMPANY	REFERENCE
7,970,000	ORION INSURANCE CO LTD T A/C	NS573678138
7,480,000	ANDREW WEIR INS CO LTD	MP6670X727X
4,990,000	THE LONDON & OVERSEAS INS CO LTD A A/C	VRR14333
4,990,000	ENGLISH & AMERICAN INS CO LTD M A/C	44N3357
7,500,000	SCOTTISH LION INSURANCE CO LTD	1010N327367
26,180,000	TOTAL (T) OR FORWARD (F)	

Now therefore this Policy is subject to the same terms, clauses, limitations and conditions as the identical subject matter and risk, as more fully set forth in the above mentioned Lloyd's Policy.



DATED in LONDON, the 24th day of May, One Thousand Five Hundred and Sixty-eight

SCHEDULE.

Policy No. 68/10754/3/A 14490

Name and Address of the Assured: COLOMBIA NITROGEN CORPORATION AND/OR  
COLOMBIA FERTILIZER CORPORATION

P.O. Box 1485, Augusta, Georgia

Rate or Premium: U.S.\$327.25 part of U.S.\$1,250.00 being a first instalment premium  
and further instalments are due and payable as follows:-  
15th February, 1969 U.S.\$327.25  
15th February, 1970 U.S.\$327.25

Period of Insurance

From: Thirteenth February, 1968 To: Thirteenth February, 1971

Each day/week/month for such further period or periods as may be mutually agreed upon:  
At 11.00 a.m. Local Standard Time

The Risk and Sum Insured hereunder:  
50% of  
26.15% part of 100% of the limits as more fully set forth in the  
Lloyd's Policy No. 65/10754/3/MB 402286.

Whereas Certain Underwriters at Lloyd's London have issued an Excess Umbrella  
Liability Policy No. 65/10754/3/MB 402286.

Now therefore this Policy is subject to the same terms, clauses, limitations  
and conditions on the identical subject matter and risk, as more fully set  
forth in the above mentioned Lloyd's Policy.

DATED in LONDON, Thirteenth day of May, One Thousand Nine Hundred and Sixty-eight

J (A) FORM

In all communications please quote  
the following reference

635 68/10754/3/B 14450

The Institute of London Underwriters  
Companies Combined Policy.

E.L.



This Policy is subscribed by Insurance Companies  
Members of The Institute of London Underwriters,  
40, Lime Street,  
London, E.C.3.

COLEMAN HYDROGEN CORPORATION

PRINTED IN ENGLAND.  
WINDLEY & CO. LTD.

Attaching to and forming part of Lloyd's Policy No. 68-10754-3 (b)

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Amount assured shared between the Members of those Syndicates.								
Amount, Percentage or Proportion.	Syndicate No.	Underwriters' Reference.	Amount, Percentage or Proportion.	Syndicate No.	Underwriters' Reference.	Amount, Percentage or Proportion.	Syndicate No.	Underwriters' Reference.
Lines signed hereunder are of 100% of 50%.								
		L.P.S.O. No. & DATE		L.P.S.O. No. & DATE				
AMOUNT, PERCENTAGE OR PROPORTION PER CENT	SYNDICATE	UNDERWRITERS' REF.	PER CENT	SYNDICATE	UNDERWRITERS' REF.			
	635	3894A	1.50	635	3894A			
		UNDERWRITERS' REF.						
10.47	089	085A406809A7	1.00	120	11AR			
6.22	679	360X34181357	.50	60	LANX3576			
7.18	77A	NA72022MH8NO	1.00	427	NM6R 91067			
.80	49	NA72022MH8NO	1.00	56A	LS			
5.99	763	TC21634	.50	555	LT155			
.75	905	TC01718	.75	276	50C3924			
2.00	286	502677A1454C	2.49	16	31019037			
4.99	620	NM13/25	2.00	652	971982007077			
3.40	674	08NM47		618	NA72022MH8NO			
2.49	369	0112948		91A	1SLO109N7020			
4.18	231	TPM 52827						
.31	273	TPM 52827						
2.49	768	151P8099T707						
2.49	35	50015567						
1.25	64	50015567						
1.00	300	R752						
1.50	151	400044476TX						
2.49	211	80451205T67						
2.40	207	AA0HB21X5T67						
		TOTAL LINE						
				73.92	TOTAL LINE			

P. S. O.  
22 JAN 1970.  
30  
EXAMINED

STEWART, SMITH & Co., Ltd.

1, SEETHING LANE, LONDON, E.C.3.

70/021073  
62318 \* 22 JAN 1970

ENDORSEMENT ON POLICY No. 68-10754-3(b) 38948

No Policy or other Contract dated on or after 1st January, 1974, will be recognised by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees judged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

IN THE NAME OF: COLUMBIA NITROGEN CORPORATION.

It is hereby understood and agreed that in respect of occurrences happening on and after 13th February 1969, the participation of Underwriters' listed in Schedule (b) of policy is increased from 71.52% part of 100% of 50% of limits to 72.02% part of 100% of 50% of limits.

It is further understood and agreed that the increase is taken by Syndicate 60.

In view of the foregoing Lloyd's proportion of the total sum insured is increased by .50% part of 100% of 50% of limits and an instalment premium of \$922.75 has been paid.

All other terms and conditions remain unchanged.

BB10324Y.

FOR THE USE OF THE POLICYHOLDERS

to which we agree  
R. 2.

LONDON 10th November 1969

Know Unto Me that We the Underwriters, members of the Syndicate(s) whose definitive Number(s) in the attached List are set out in the Table overleaf, or attached overleaf, hereby bind Ourselves, each for his own part and not one for another, and in respect of his due proportion only, to pay or make good to the Assured all such Loss and/or Damage which he or they may from time to time sustain by any one or more of the aforesaid parties during the said period within seven days after such Loss and/or Damage is proved, and so that the due proportion for which each of Us the Underwriters is liable shall be ascertained by reference to his proportion as ascertained according to the said List of the Amount, Percentage or Proportion of the total Sum assured which is in the said Table set opposite the definitive Number of the Syndicate of which such Underwriter is a member.

IN WITNESS whereof the Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Amount assured shared between the Members of those Syndicates.

LLOYD'S POLICY SIGNING OFFICE.

*[Signature]*  
Manager

AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	L.P.S.O. NO. & DATE	PERCENTAGE OR PROPORTION	SYNDICATE	L.P.S.O. NO. & DATE
9.99	635	62318/22/1/70		635	62318/22/1/70
4.99	772	2110504944	.25	373	TPHL52868
6.43	417	16522020	4.00	92	052TP
3.50	210	20101800	.50	947	2A156371003N
4.06	311	09C	.25	896	5860XK5333
3.00	56	34XC4842	1.50	510	6400
3.50	190	7716002460	.50	60	LAMX4441
2.00	219	022P359			
2.50	558	T65210144			
3.00	347	SS430			
.90	727	SN686L0071			
.60	15	G781693			
2.00	16	G781693			
.50	108	0687615			
.50	164	AA935588			
.50	404	421			
.50	250	772L			
.50	518	LSND59J8130			
.50	179	641339			
.50	917	570C049			
.50	33	400B4720			
.75	665	E80302			
.75	975	1427518			
.75	870	LLA525C			
1.00	484	EC225726			
3.25	231	TPHL52868			
		TOTAL LINE			
				31	72.02

THE LIST OF UNDERWRITING MEMBERS OF LLOYD'S IS NUMBERED 1970/2



Lines signed above are of 100% of 50%.

Reference is made herein to "the attached list" or to "the Schedule hereto" or to "the List hereto." No list or Schedule of Underwriters is attached to this policy and the situation of the Assured is therefore called to the following notice which shall be deemed to be incorporated in and to form part of this policy.

**NAMES AND SHARES OF THE UNDERWRITERS**

The names of the Underwriters being members of the Syndicate(s) the definitive number(s) of which is/are set out in the Table hereto referred to are set out in a list entitled "List of Underwriting Members of Lloyd's" showing their respective Syndicates and Shares therein and or their representatives and which shall be deemed to be incorporated in and to form part of this policy. A true copy of the material parts of the said list certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application and shall be binding and conclusive upon the Underwriters.

The Table hereto referred to is a Table showing

- (a) the definitive numbers of the Syndicates the members of which are parties to this insurance; and
- (b) the amount, percentage or proportion underwritten for each Syndicate and shared among its members.





STEWART, SMITH & Co., Ltd.  
1, SEETHING LANE, LONDON, E.C.3.

70/021073

62318 \* 22 JAN 1970

38948

ENDORSEMENT ON POLICY No. ~~68-20754-3(b)~~

No Policy or other Contract dated on or after 1st January, 1924, will be recognised by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

IN THE NAME OF: COLUMBIA NITROGEN CORPORATION,

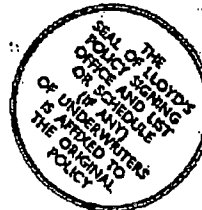
It is hereby understood and agreed that in respect of occurrences happening on and after 15th February 1969, the participation of Underwriters' listed in Schedule (b) of policy is increased from 71.52% part of 100% of 50% of limits to 72.02% part of 100% of 50% of limits.

It is further understood and agreed that the increase is taken by Syndicate 60.

In view of the foregoing Lloyd's proportion of the total sum insured is increased by .50% part of 100% of 50% of limits and an instalment premium of \$922.75 has been paid.

All other terms and conditions remain unchanged.

BB10324X.



to which we agree  
R. 2.

LONDON, 10th November

**Now know ye** that We the Underwriters, members of the Syndicate(s) whose definitive Number(s) in the attached List are set out in the Table overleaf, or attached overleaf, hereby bind Ourselves, each for his own part and not one for another, and in respect of his due proportion only, to pay or make good to the Assured all such Loss and/or Damage which he or they may from time to time sustain by any one or more of the aforesaid perils during the said period within seven days after such Loss and/or Damage is proved, and so that the due proportion for which each of Us the Underwriters is liable shall be ascertained by reference to his proportion as ascertained according to the said List of the Amount, Percentage or Proportion of the total Sum assured which is in the said Table set opposite the definitive Number of the Syndicate of which such Underwriter is a member.

IN WITNESS whereof the Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Amount assured shared between the Members of those Syndicates.

LLOYD'S POLICY SIGNING OFFICE

*W. Wellington*

Manager

(U) DISTRICTS OF LLOYD'S

AMOUNT, PERCENTAGE OR PROPORTION PER CENT	SYNDICATE	L.P.S.O. No. & DATE	AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	L.P.S.O. No. & DATE
9.99	772	2110504944	.25	635	62318/22/170/2
4.95	417	16522020	4.00	373	TPHL52868
6.49	210	20101800	.50	92	052TP
3.50	311	09C	.25	947	2A156371003N
4.00	56	34KC4842	1.50	896	5860XR53333
3.00	190	7716002460	.50	510	6400
3.50	219	022P359		60	LAMX4441
2.00	558	T65210144	<p>THE LIST OF UNDERWRITING MEMBERS OF LLOYD'S IS NUMBERED 1970/2</p>		
2.50	347	SS430			
3.00	727	SN6E6L0071			
.90	15	0781693			
.60	16	0781693			
2.00	109	0687615			
2.30	164	AA935588			
2.00	404	421			
2.50	250	772L			
1.50	218	LSN059J8130			
1.50	179	641339			
1.30	917	STUC049			
1.00	33	400B4720			
.75	665	580302			
.75	975	1427518			
.75	870	LLA125C			
1.00	484	BC225726			
3.25	231	TPHL52868			
		TOTAL LINE			TOTAL LINE
				31	72.02

ees signed above are of 100% of 50%

ASVOT: 1001 100001

Sign on Head of

STEWART, SMITH & Co., Ltd.

1, SEETHING LANE, LONDON, E.C.3.

ENDORSEMENT ON POLICY No. 68-1075A-3(b).

70/021073

62318 \* 22 JAN 1970

38948

No Policy or other Contract dated on or after 1st January, 1924, will be recognised by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

IN THE NAME OF: COLUMBIA NITROGEN CORPORATION.

It is hereby understood and agreed that in respect of occurrences happening on and after 15th February 1969, the participation of Underwriters' listed in Schedule (b) of policy is increased from 71.52% part of 100% of 50% of limits to 72.02% part of 100% of 50% of limits.

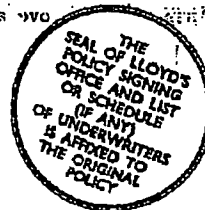
It is further understood and agreed that the increase is taken by Syndicate 60.

In view of the foregoing Lloyd's proportion of the total sum insured is increased by .50% part of 100% of 50% of limits and an instalment premium of \$922.75 has been paid.

All other terms and conditions remain unchanged.

BR10324Y.

DOE TO DOOL TO OVE OVO



to which we agree

LONDON 10th November





68/038261  
68/038262

Form approved by Lloyd's  
Underwriters' Fire and  
Marine Association.

THIS RENEWAL POLICY ATTACHES TO AND FORMS PART OF THE ORIGINAL  
POLICY SPECIFIED BELOW, TO WHICH IT SHOULD BE PERMANENTLY ATTACHED



This Policy or other Contract dated on or after 1st Jan., 1944, will be recognised by the Committee of Lloyd's as existing the holder in the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

# LLOYD'S RENEWAL POLICY

(Subscribed only by Underwriting Members of Lloyd's all of whom have complied with the requirements of the Insurance Companies Act, 1906, as to security and otherwise.)

Any person, not an Underwriting Member of Lloyd's subscribing this Policy, or any person entering into same if so subscribed, will be liable to be prosecuted against under Lloyd's Acts.

Printed at Lloyd's, London, England.

36801 / 1968

In consideration of the payment of the renewal premium specified in the Schedule herein (the receipt of which is hereby acknowledged), We the Underwriters, members of the Syndicate(s) the definitive number(s) of which is/are set out in the Table overleaf, or attached overleaf, hereby agree, each for his own part and not one for another, and in respect of his due proportion only, to insure during the period specified in the Schedule upon the terms and conditions of the Lloyd's Original Policy (specified in the Schedule) and any endorsements thereon and of any Renewal Policies (including this Renewal Policy) attaching thereto and any endorsements on such Renewal Policies and so that the due proportion for which each of Us the Underwriters is liable shall be the share set against his name as a member of the relevant Syndicate in the list hereinafter referred to of the Amount, Percentage or Proportion of the total sum insured which is in the said Table set opposite the definitive Number of the Syndicate of which each Underwriter is a member.

Witness whereof the Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE.

*[Signature]*  
MANAGER

635

## SCHEDULE

Renewal Policy No.	68/1075A/3/A 14450	Type of Insurance	WARRANTED FIRE AND MARINE
Original Policy No.	65/1075A/3/10 402286		
The Assured	COLONIAL STEAMSHIP CORPORATION AND/OR COLONIAL STEAMSHIP		
The renewal premium	U.S.\$1,816.75 part of U.S.\$2,500.00 being a fixed instalment premium and		
The period	from Fifteenth February, 1968 to Fifteenth February, 1971		
both days inclusive	at 12.01 noon Local Standard Time		

Dated in London, this

Endorsement(s) (if any) of this

Further instalments are due and payable as follows:-

15th February, 1969 U.S.\$1,816.75  
15th February, 1970 U.S.\$1,816.75

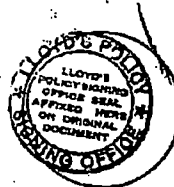
This Policy being for 72.67% covers 4th pro rata proportion of the risks and liability set forth herein.

### NAMES AND SHARES OF THE UNDERWRITERS

The names of the Underwriters being members of the Syndicate(s) the definitive number(s) of which is/are set out in the Table above referred to are set out in a list entitled "List of Underwriting Members of Lloyd's showing their respective Syndicates and share therein" as at the date hereof, which is filed with the Lloyd's Policy Signing Office and is available for inspection by the assured and which shall be deemed to be incorporated in and to form part of this policy. A certified true copy of the list or of the assured's option of the material parts of the list under the signature of the Manager of the Lloyd's Policy Signing Office will be furnished to the assured on application and shall be binding and conclusive upon the Underwriters.

- The Table above referred to being a Table showing:
  - the definitive numbers of the Syndicates the members of which are parties to this Insurance; and
  - the amounts underwritten by, or the percentage or proportion of the total sum insured underwritten, for each Syndicate and shared among its members.

11.2.68.  
N.M.A. 1804



In all communications please quote the Renewal Policy Number appearing in the Schedule overleaf.

DUPLICATE



Renewal Policy

This Renewal Policy forms part of the original Policy, to which it should be permanently attached.

The Assured is requested to read this Renewal Policy and, if it is incorrect, return it immediately by return post.

In the event of any occurrence likely to result in a claim under this Insurance, immediate notice should be given to:-

**Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Insured shared between the Members of those Syndicates.**

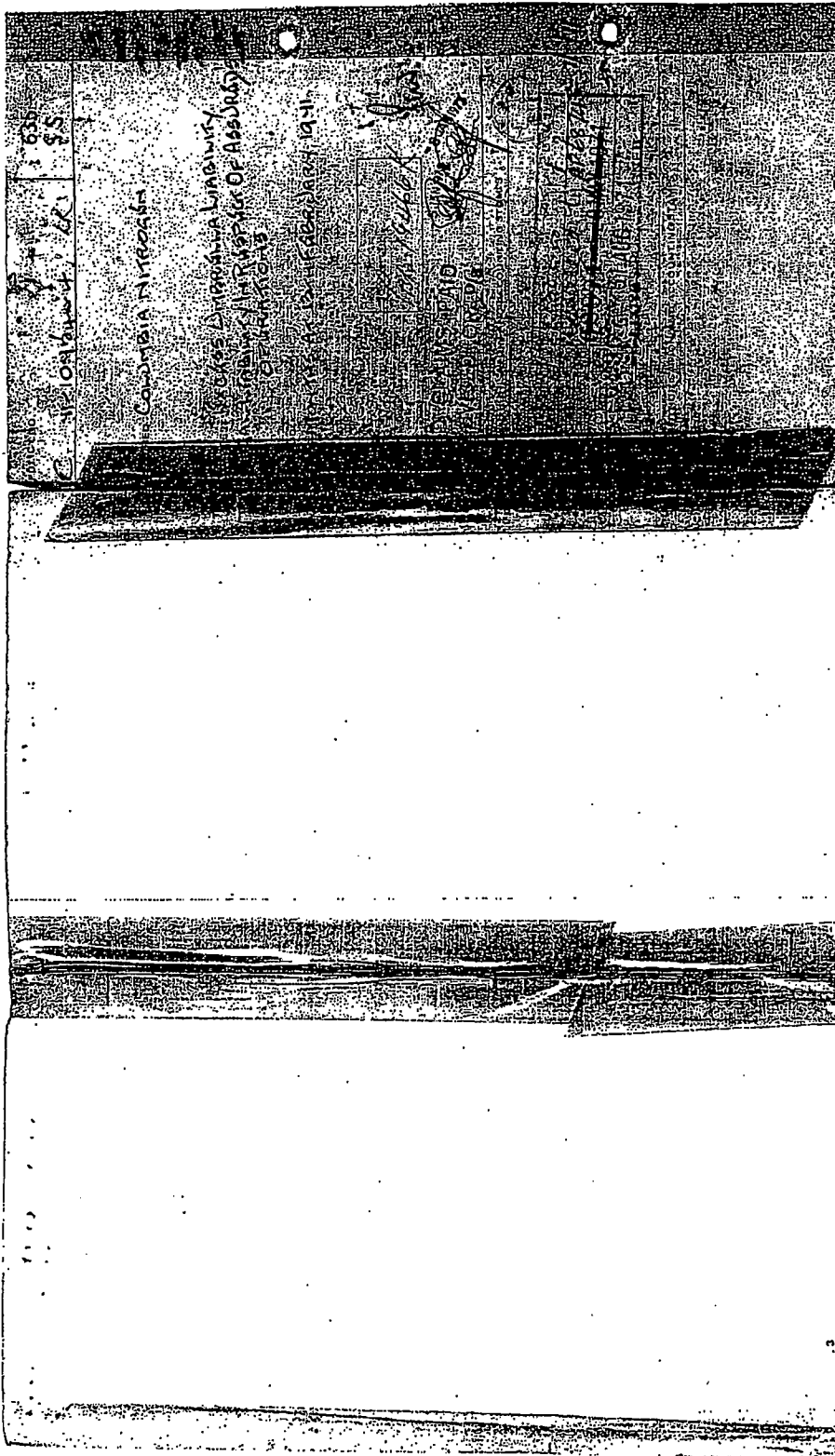
(a) The following Underwriters sign 73.82% part of 100% of 90% of Mails			(b) The following Underwriters sign 71.20% part of 100% of 90% of Mails		
PERCENTAGE	SYNDICATE NO.	UNIQUE IDENTIFYING REFERENCE	PER CENT	SYNDICATE NO.	UNIQUE IDENTIFYING REFERENCE
10.171	419	025140/430K7	0.99	635	368011 111
6.223	479	360136/13137	7.12	635	2110505944
7.113	278	14220224/141	6.99	635	16522020
1.10	17	14220224/141	6.99	635	20101900
5.97	743	1021131	1.00	635	111000
1.05	909	1001719	1.00	635	34242882
2.00	286	5027211656C	1.00	635	7716002660
1.99	120	1113/23	1.00	635	0229926
1.19	131	001467	1.00	635	165210144
2.10	165	011268	1.00	635	026810071
2.25	160	11112227	1.00	635	10781695
2.24	163	11112227	1.00	635	0781695
2.46	171	11112227	1.00	635	0801615
2.12	35	11112227	1.00	635	449555588
1.25	14	11112227	1.00	635	11112227
1.00	300	11112227	1.00	635	130050948130
1.50	151	11112227	1.00	635	081133
2.17	211	11112227	1.00	635	11112227
2.16	277	11112227	1.00	635	11112227
1.50	129	11112227	1.00	635	11112227
1.00	60	11112227	1.00	635	11112227
1.50	427	11112227	1.00	635	11112227
1.00	174	11112227	1.00	635	11112227
1.00	555	11112227	1.00	635	11112227
1.00	277	11112227	1.00	635	11112227
1.00	14	11112227	1.00	635	11112227
1.00	452	11112227	1.00	635	11112227
2.10	439	11112227	1.00	635	11112227
2.00	413	11112227	1.00	635	11112227

73.82%

24 JUL 1968  
LLOYD'S LONDON

# EXHIBIT 6

2016-001140 Record on Appeal 1227



STEWART SMITH & CO. LTD.		635 S.S.	
POLICY NO.		REG. NO. 193 19466 K	
REGISTRATION			
B.O.T. CODE 4	REGISTRATION CATEGORY	YEAR 71	MONTH 2
ASSURED/ACCOUNT COLUMBIA NITROGEN.		ADJUSTABLE YES NO	
COUNTRY OF ORIGIN U.S.A.		MARINE	NON-MARINE AVIATION A
CURRENCY US \$			
SIGNED LINE		GROSS PREMIUM	
TOTAL 100-00%		1500.00	
LLOYDS 73-50		1637.50	
ILU 71-50		612.50	
COMPANIES 20-20%		600.00	
SIGNING SLIPS		XEROX COPY	NO. OF COPIES OF POLICIES REQUIRED 3
SPECIAL INSTRUCTIONS NO TAX ON EXCESS			
AGENCY S.S. New York	AGENCY REF. USA LCT/E 3-119A	NA PREM. HEREON 185589	
BUREAU SCHEME NO.		BROKERS COVER NO.	

**TYPE:** EXCESS UMBRELLA

**FORM:** Short Umbrella Policy

**ASSURED:** COLUMBIA NITROGEN INC.  
1000 4th Columbia Blvd. Gaithersburg, MD 20878

**PERIOD:** 36 Months at date of Assured's operations.

**INTEREST:** Legal Liability

**SUM INSURED:** POLICY FOR LIMIT \$3,000,000  
EXCESS OF: \$1,000,000  
WHICH EXCESS OF: Primary Limits and Schedule.  
OR: \$10,000 assured perils.

**SITUATION:** Worldwide.

**CONDITIONS:** 30 Days Cancellation O.D. and Product S & P NMA.1685

**PREMIUM:** \$7,500 payable 1

**BROKERAGE:** 25%  
Line Ship Lines to be

WRITTEN LINES	OF	ORDER	CLOSED
START	WHOLE	100	100

(1) SS COLLECTIVE POLICY SIGNING CLAUSE NO. 1.  
(2) U.S. TAX AS APPLICABLE PAYABLE BY COMPANIES.  
(3) AGREED TO RENEW BY RENEWAL RECEIPT IF REQUIRED WITHOUT PRODUCTION OF OLD SLIP OR POLICY.  
(4) AGREED TO ISSUE SLIP POLICY IF REQUIRED.  
(5) L/U AGREEMENT NMA.

CONFIDENTIAL

2016-001140 Record on Appeal 1230

LON000140

635 S.S.		Control No. PB8194 66K		CLOSING INSTRUCTIONS				23 APR 1971		SL6					
INSURERS	LINE %	COMM	TAX	INITIAL SIGNING			CLOSING No 1		CLOSING No 2		CLOSING No 3		CLOSING No 4		
				GROSS	NETT	COMPANY REF No	GROSS	NETT	GROSS	NETT	GROSS	NETT	GROSS	NETT	
Excesso	6.17	25	-	154.26	105.69										
Excesso	4.44			111.00	83.25										
New London	4.94	25	4	123.50	87.69										
Harborside	6.65			41.25	29.28										
Trojan	4.94			123.50	87.69										
Stronghold	2.67			21.75	15.84										
Lois	4.65			41.25	29.28										
LLOYDS	73.74	25	-	1543.50	1282.63										
LLOYDS ILL. SURPLUS															
ILLINOIS LICENSED															
ILLU															
COLLECTIVE COYS	76.26	-		651.50	474.76		454								
OTHER COYS															
TOTAL	100.0			2500.00	1854.35		71-10754								
LLOYDS 100% N.A.					1475.00										
COMPANIES 100% N.A.					379.35										
FOR POLICY DEPT USE								DEBIT NOS							
	POLICY	CLOSING 1	CLOSING 2	CLOSING 3	CLOSING 4	NOS	NETT	NOS	NETT	NOS	NETT	NOS	NETT	NOS	NETT
LLOYDS	10-10-71 11/5														
ILLU															
COLLECTIVE	10-10-71 11/5														
OTHERS															

CONFIDENTIAL

2016-001140 Record on Appeal 1231

LON000141

<b>STEWART SMITH &amp; CO. LTD.</b>				<b>635 SS</b>	CURRENCY	GROSS PREMIUM		INITIAL SYND./COV.	
ATTACHING TO POLICY NO.		ENDORSEMENT REF.			TOTAL	IN ALL	MARINE WAR		
71/10754/4									
REGISTRATION					LLOYDS				
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH		ILU				
ASSURED/ACCOUNT				LEADING UNWR.	COMPANISE				
COLUMBIA NITROGEN ETAL				<i>Wm</i>					
<p>HEREBY NOTED AND AGREED effective <i>14th</i> <i>May</i> 1971  named insured amended to:    COLUMBIA NITROGEN CORPORATION AND/OR NIPRO INC.</p>									
ENDORSEMENT NO.					DEBIT/CREDIT NO.				
L.P.S.O. NUMBER AND DATE STAMP					I.L.U. NUMBER AND DATE STAMP				
616									

CONFIDENTIAL

2016-001140 Record on Appeal 1232

LON000142

635 S.S.		Control No. P88 19466K				CLOSING INSTRUCTIONS								SLG
INSURERS	LINE %	COMM	TAX	INITIAL SIGNING		CLOSING No 1		CLOSING No 2		CLOSING No. 3		CLOSING No. 4		
				GROSS	NETT	COMPANY REF No	GROSS	NETT	GROSS	NETT	GROSS	NETT		
Excelsior	2.10	✓	25	62.50	39.25	71-10754-4	50.50	39.30						
Excelsior	5.00	✓		136.00	101.25	71-10754-4	139.00	101.25						
New London	6.00	✓	25	150.00	102.50	750738	150.00	102.50						
Metropolitan	2.00	✓		50.00	35.50	71-10754-4	50.00	35.50						
Trustees	6.00	✓		150.00	102.50		150.00	102.50						
Stratford	3.00	✓		75.00	53.25	931674-71	75.00	53.25						
Life	2.00	✓		50.00	35.50		50.00	35.50						
LLOYDS	73.50		25	197.50	137.25		187.50	137.13						
LLOYDS ILL. SURPLUS														
ILLINOIS LICENSED														
ILLU														
COLLECTIVE COYS	26.50			66.50	47.57	454	66.50							
OTHER COYS														
TOTAL	100.1			2500.00	1866.99		2500.00	1866.99						
LLOYDS 100% N.A.					1875.00	71-10754-4								
COMPANIES 100% N.A.					1775.00									
FOR POLICY DEPT USE						DEBIT NOS								
	POLICY	CLOSING 1	CLOSING 2	CLOSING 3	CLOSING 4	NOS	NETT	NOS	NETT	NOS	NETT	NOS	NETT	
LLOYDS	147/71					8819466K	1866.99							
ILLU														
COLLECTIVE	147/71													
OTHERS														

CONFIDENTIAL

2016-001140 Record on Appeal 1233


LOND00143

635 SMI		Control No. P&B 194 LLLK		CLOSING INSTRUCTIONS											
INSURERS	LINE %	COMM	TAX	INITIAL SIGNING			CLOSING No 1		CLOSING No 2		CLOSING No 3		CLOSING No 4		
				GROSS	NETT	COMPANY REF. NO.	GROSS	NETT	GROSS	NETT	GROSS	NETT	GROSS	NETT	
EXCESS	2.00	25	-	52.50	39.39	8872 31 MAY 1972 LLOYD	52.50	39.39							
EXCESS	5.40			115.00	101.25		115.00	101.25							
NEW LONDON	5.00	25	4	150.00	106.50		150.00	106.50							
HELVETIA	2.00			50.00	35.50		50.00	35.50							
PREGIUM	6.00			150.00	106.50		150.00	106.50							
STRONG HAND	3.00			75.00	53.25		75.00	53.25							
LLH	2.00			85.00	46.14		85.00	46.14							
LLOYDS	72.90	25	-	1822.50	1366.87		1822.50	1366.87							
LLOYDS ILL. SURPLUS															
ILU ILLINOIS LICENSED						CURRENCY									
ILU						USD									
COLLECTIVE COYS	2.70			677.50	488.52		677.50	488.52							
OTHER COYS						OFFICE FILE No.									
TOTAL	100.00			2500.00	1855.39		2500.00	1855.39							
LLOYDS 100% N.A.					1675.00	71-10754-4		1675.00							
COMPANIES 100% N.A.					1775.00			1775.00							
				FOR POLICY DEPT USE				DEBIT NOS							
				CLOSING 1	CLOSING 2	CLOSING 3	CLOSING 4	NOS	NETT	NOS	NETT	NOS	NETT	NOS	NETT
LLOYDS	11 APR 1972							88222467	1855.39	88222467	1855.39				
ILU															
COLLECTIVE	11 APR 1972														
OTHERS															

CONFIDENTIAL

2016-001140 Record on Appeal 1234

LON000144

STEWART SMITH & CO. LTD.				635 SMI	CURRENCY	GROSS PREMIUM		INITIAL SYND./COY.	
ATTACHING TO POLICY NO.		ENDORSEMENT REF.		TOTAL	IN ALL	MARINE WAR			
REGISTRATION				LOYDS					
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH	ILU					
ASSURED/ACCOUNT			LEADING U/W/R.	COMPANIES					
COLUMBIA NITROGEN									
<p>HEREBY NOTED AND AGREED with effect from 13th February 1972 the line of the London and Edinburgh Tower Account is amended to 2.60%.</p> 									
ENDORSEMENT NO.				LOGHT/CREDIT NO.					
L.P.S.O. NUMBER AND DATE STAMP				L.L.U. NUMBER AND DATE STAMP					

CONFIDENTIAL

2016-001140 Record on Appeal 1235

LON000145

STEWART SMITH Co		635 8MI	SIGNED LINE   24 MONTHS AT 13th. FEBRUARY 1972	
POLICY NO. 41-14754-4		REF. NO. P8819466K		
REGISTRATION				
I.O.F. CODE 4	REGISTRATION CATEGORY	YEAR 72	MONTH 2	
ALIQUOT/ACCOUNT		ADJUSTABLE		
COLUMBIA MICROFILM		YES NO		
COUNTRY OF ORIGIN	MARINE	NON-MARINE	AVIATION	
USA		A		
USB				
CURRENCY	SIGNED LINE	GRADE PREMIUM		
US \$	100%	2 500.00		
TOTAL	72.90	1 822.50		
LOYDS	27.10	677.50		
CONFIDENCE				
LOYDS NO. 1316-87				
A.P. OPEN MARKET				
POLICY NO. P8819466K				
N.A. 136647				
LLOYD'S SIGNING DATE & No.				
LLOYD'S NO. 157500				
BUREAU/SCHEME NO.		BROKERS COVER NO.		

WRITTEN LINES	% OF PART	ORDER	CLOSED FOR
		100%	100%
LPSO AUTHORIZATION AND ACCOUNTING STAMPS			
LPSO USE			
62892 * 27 APR 1972			
SIGNED 5 MAY 1972			

3.500	414	SRJM	16522025
6.500	742	LRD	2110559444
1.000	943	LRD	2110505944
2.000	109	KBT	068766
1.125	15	TMM	0781695
3.75	16	S4T	0781695
2.000	918	AGD	LS2052300530
1.500	179	GCG	641339
2.000	727	SAM	9168610041
1.500	311	KFA	09CM
1.000	620	JFB	1325
1.000	365	PIK	0112948
3.000	210	SMM	2010180G
3.500	56	ASH	X1414842X
4.25	568	HLQ	18141X28
2.50	579	LOV	500C30106000
5.00	947	RGV	2A156371088
7.50	975	THF	1427518

TOP (0.3.0.3)

1.500	558	PDA	T652101W4	
-375	276	JRM	50 C 3524	
3.000	190	FRW	03254802460	
.650	231	PSB	707X5286 A	
2.750	404	HEA	421	
X 2.500	772	LRD	11104 S	<i>W</i>
Y 1.500	417	RJM	2631303 S	<i>W</i>
X 7.500	989	PSG		
1.000	179	GCG	64	
X 5.810	618	PCW	NA72950 MH 2FO	<i>W</i>
X 6.190	278	HMM	NA72950 MH 2FO	<i>W</i>
X 2.900	346	FBS	NA72950 MH 2FO	<i>W</i>
2.500	604	RRS	812	
1.000	210	SMM	201.	
3.000	164	GWP	AA93519FY1	
.500	620	JFD	9X19271	

281	E.I. Co. Ltd.
2.10%	EXCESS INSURANCE CO LTD
5.00%	EXCESS INSURANCE CO LTD I.C. Ltd.
6.00%	NEW LONDON REINSURANCE CO LTD
2.00%	HELVETIA ACCIDENT & SUVS INS CO
6.00%	TUREBURN INSURANCE CO
3.00%	STRONGHOLD INSURANCE CO LTD
2.00%	LONDON & EDINBURGH GENERAL
	411 INS CO LTD TOWER PK

CONFIDENTIAL

2016-001140 Record on Appeal 1237

LOND000147

STEWART, SMITH & CO. LIMITED		635 SMI											
POLICY NO. 71-10754-4	REF NO. PBB19466K	63615 * 30MAR 1973											
REGISTRATION													
B.O.T. CODE 4	REGISTRATION CATEGORY	YEAR 73	MONTH 2										
ASSURED/ACCOUNT COLUMBIA NITROGEN		ADJUSTABLE YES NO											
COUNTRY OF ORIGIN USA	MARINE	NON MARINE	AVIATION										
CURRENCY US\$	SIGNED LINE	GROSS PREMIUM											
TOTAL	100%	2,500.00											
LLOYDS	72.90%	1,822.50											
ILU													
COMPANIES	27.10%	677.50											
LLOYDS NA 1366-87													
<table border="1"> <tr> <td>API</td> <td>OPEN MARKET</td> </tr> <tr> <td>ENTR No.</td> <td>PBB 19466K</td> </tr> <tr> <td>Lloyd's</td> <td>1366 87</td> </tr> <tr> <td>N.A.</td> <td></td> </tr> <tr> <td colspan="2">L.P.S.O. 8.3.7.1.1.1. &amp; RG.</td> </tr> </table>				API	OPEN MARKET	ENTR No.	PBB 19466K	Lloyd's	1366 87	N.A.		L.P.S.O. 8.3.7.1.1.1. & RG.	
API	OPEN MARKET												
ENTR No.	PBB 19466K												
Lloyd's	1366 87												
N.A.													
L.P.S.O. 8.3.7.1.1.1. & RG.													
BUREAU SCHEME NO.		BROKERS COVER NO.											

63615 \* 30MAR 1973

Policy No. PBB19466K

SLIP POLICY—NORMAL ANNUAL RESIGNATURE  
(Approved by Lloyd's Underwriters' Non-Marine Association)

UNDERWITNES certain Underwriting Members of Lloyd's (hereinafter called "the Reinsurers") who subscribed Lloyd's Policy No. 71-10754-4 (hereinafter called "the Reinsured Policy") have hereto subscribed our Names to reinsure them in respect of their liability under the Reinsured Policy during the period commencing on the 12th day of February 1973 and ending on the 12th day of February 1974 both days INCLUSIVE (the sum insured, subject matter and hazards insured by the Reinsured Policy being defined on the slip overleaf).

The Reinsured agree to pay as premium hereunder that proportion of the premium due under the Reinsured Policy which is applicable to the period of this reinsurance, and the provisional premium shall be settled as and when necessary.

And WHEREAS this Policy is a reinsurance of the Reinsured Policy, and is subject to the terms and conditions contained therein and shall pay as may be paid thereon.

NOW KNOW YE that We the Underwriters, members of the Syndicate(s) referred to in the Slip whose names and whose respective proportions of the amount subscribed by the respective Syndicates (as stated in the Slip) appear in the list of Syndicates kept at Lloyd's current of the date hereof, hereby bind Ourselves, each for his own part and due one (or another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to say or make good to the Reinsured, all Reinsurances, or any part thereof during the continuance of this Policy, not exceeding 100% of the liability accepted by the reinsured Policy, such payment to be made after such Loss is proved.

IN WITNESS whereof the General Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE

30 MAR 1973 GENERAL MANAGER

Dated in London, the  
N.M.A. 1034

APPLICANT'S	ORDER	ORDER	CLOSED FOR
WRITTEN LINES	OF	100%	100%
	WHOLE		

L.P.S.O. AUTHORIZATION AND ACCOUNTING STAMPS

63615 \* 30MAR 1973

SIGNED LINE	AGREE TO RESIGN FOR 12 MONTHS AT 13TH FEBRUARY 1973
3.50%	417 RDM 1652204S
6.50%	772 LRD 2110555944
1.00%	943 LRD 2110505946
2.00%	109 KBT 0667615
1.125%	15 TNM 0781695
3.75%	16 SYT 0781695
2.00%	918 ABO LSL052300530
1.50%	179 GCG 641339
2.00%	727 SAM 9A666L0071
1.50%	311 KFA 09CM
1.00%	620 JFB 1325
1.00%	365 PIL 0112948
3.00%	210 SNM 2010180G
3.50%	56 ASH X14N4P42X
7.25%	568 HLQ 1817XLS
2.5%	579 LOV 500030106A00
50%	947 RBV 2A156371088N
7.5%	975 TNP 1627518

SIGNED GREEN LINES TO MCMY

LRD 943/17  
 LRD 911/17  
 943 1111072  
 72 1111072

RJM  
 5/6  
 263 13035

7/2/1 J 989  
 116FB246618A

GCG  
 179  
 614

SIGNED LINE

8  
 401742  
 POW  
 61  
 HM  
 21  
 EES  
 150  
 NA72450M110

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2016-001140 Record on Appeal 1238

1393

LON000148

CONFIDENTIAL

2016-001140 Record on Appeal 1239

1394

LON000149



*Handwritten:* 3/164 G.W.P.  
A | A | 9 | 3 | 5 | 1 | 9 | F | 7 | 1 |

---

*Handwritten:* 1/2 JFB 620  
A | X | 1 | 1 | 2 | 1 | 1 |

*Handwritten:* 7/1  
LONDON & EDINBURGH  
GENERAL INS. CO. (B)  
8 | 1 | 4 | 7 | 0 | 4 | 3 | 8 | 0 | 1 | X  
FOR YOUR UNDERWRITING MANAGEMENT

711330A

TYPED LINES TO APPEAL

Case No.	Party Name	Case No.	Page No.
<del>16522020</del>	<del>R.M.S.</del>	<del>417</del>	<del>108</del>
<del>2110505944</del>	<del>LRD</del>	<del>3772</del>	<del>109</del>
<del>2110505944</del>	<del>LRD</del>	<del>3743</del>	<del>109</del>
<del>06B7615</del>	<del>K.B.T.</del>	<del>109</del>	<del>109</del>
<del>07B1695</del>	<del>A.B.S.</del>	<del>15</del>	<del>109</del>
<del>07B1695</del>	<del>A.B.S.</del>	<del>166</del>	<del>109</del>
<del>L5L0523D0530</del>	<del>A.G.O.</del>	<del>918</del>	<del>109</del>
<del>641339</del>	<del>G.C.G.</del>	<del>179</del>	<del>109</del>
<del>9N6B6L0071</del>	<del>S.A.M.</del>	<del>727</del>	<del>109</del>
<del>09CN</del>	<del>K.F.A.</del>	<del>311</del>	<del>109</del>
<del>1325</del>	<del>J.F.B.</del>	<del>620</del>	<del>109</del>
<del>0112948</del>	<del>P.I.L.</del>	<del>365</del>	<del>109</del>
<del>20101809</del>	<del>S.N.M.</del>	<del>210</del>	<del>109</del>
<del>X14N4842X</del>	<del>A.S.B.</del>	<del>56</del>	<del>109</del>
<del>1817LRDS</del>	<del>H.L.Q.</del>	<del>568</del>	<del>109</del>
<del>500C30106A00</del>	<del>HILL</del>	<del>579</del>	<del>109</del>
<del>2A156371088N</del>	<del>R.G.V.</del>	<del>947</del>	<del>109</del>
<del>1427518</del>	<del>T.N.F.</del>	<del>975</del>	<del>109</del>
<del>T65210144</del>	<del>P.D.A.</del>	<del>558</del>	<del>109</del>
<del>50C3524</del>	<del>J.R.M.</del>	<del>276</del>	<del>109</del>
<del>03254B024600</del>	<del>F.R.W.</del>	<del>180</del>	<del>109</del>
<del>707X5286A</del>	<del>P.J.B.</del>	<del>231</del>	<del>109</del>
<del>421</del>	<del>H.E.A.</del>	<del>404</del>	<del>109</del>

ATTACHING TO AND FORMING PART OF  
 71-10754-A COLUMBIA NITROGEN

Due heron a Return Premium  
 of \$ 1843.50 (14 pages pp.)  
 for cancellation of Lines  
 w.e.f. from inception  
 n.a. \$ 1332.63 (14 pages pp.)

<del>L.P.S.O. CONTRACT SCHEME</del>	
<del>NOTE OPEN MARKET</del>	
BROKERS ACCOUNTING REF	
No: <u>P06 19466K</u>	
PLEASE QUOTE OUR REF. NO. IN ALL COMMUNICATIONS	
PM	100% NA
BP	1,875.00
L.P.S.O. SIGNING No.	
68743 * 31 AUG 1977	

Inf: Line 524 Line  
 not deducted. therefore signed  
 Lines were all incorrect  
 OJ

STEWART SMITH & CO. LIMITED

ATTACHING TO AND FORMING PART OF  
 OF 71-10754-A COLUMBIA NITROGEN

Due heron a Premium  
 of \$ 1837.50 (14 pages pp.)  
 in respect of: Correct sign  
 ing (See Green lines)

<del>L.P.S.O. CONTRACT SCHEME</del>	
<del>NOTE OPEN MARKET</del>	
BROKERS ACCOUNTING REF	
No: <u>P06 19466K</u>	
PLEASE QUOTE OUR REF. NO. IN ALL COMMUNICATIONS	
PM	100% NA
BP	1,875.00
L.P.S.O. SIGNING No.	

Stewart Wrightson Limited				635 SMI	CURRENCY US \$	GROSS PREMIUM		INITIAL SYNDICATE	
ATTACHING TO POLICY NO. 71-10754-4/5		ENDORSEMENT REF. PBB19466K			TOTAL	585.00			
REGISTRATION				LLOYDS	426.47				
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH	ILU					
ASSURED/ACCOUNT COLUMBIA NITROGEN		LEADING		COMPANIES	58.53				
<p>It is hereby noted and agreed that effective November 12th, 1973, this Policy is cancelled short rate. <u>Information: Producer lost complete account.</u></p> <p>RP. \$ 585.00 Net \$ 434.16 BF 28673P</p> <p>11 27 1974</p>									
ENDORSEMENT NO.				DEBIT/CREDIT NO. BF 28673P					
P.S.O. NUMBER AND DATE STAMP 39/858/8/73				L.L.J. NUMBER AND DATE STAMP					



**ENDORSEMENT**

*DEED*  
**DF 28693P**

**POLICY CONTROL**  
**133,190,664**

ADDITIONAL PREMIUM \$ *NA* 434  
RETURN PREMIUM \$ 585.00

Attached to and forming part of Cover Note No. **L 71E 3-119A**

in the name of **COLUMBIA NITROGEN CORPORATION and/or COLUMBIA NIPRO CORPO**

Effective date of this endorsement is **November 12, 1973** Endorsement No. **6**

In consideration of the above return premium, it is understood and agreed that this Cover Note is cancelled short rate effective November 12, 1973.

<i>Fluor</i>	<i>Evans</i>	<i>Co</i>
London CN# <u>21-10754-4</u>	London CN# <u>21-10754-4</u>	London CN# <u>21-10754-4</u>
Gross Prem. <u>585.00</u>	Gross Prem. <u>585.00</u>	Gross Prem. <u>585.00</u>
Commission <u>20</u> %	Commission <u>20</u> %	Commission <u>20</u> %
Federal Tax <u>2.1</u> %	Federal Tax <u>2.1</u> %	Federal Tax <u>4</u> %
(on <u>22.90%</u> )	(on <u>7.50%</u> )	(on <u>13.60%</u> )

**LLOYD'S POLICY SIGNING OFFICE**  
 This RETURN has been settled  
 on behalf of all the Syndicates  
 subscribing to this policy

**68628 \* 26 FEB 1974**

V.A.T.		
CLASS	COMM. AMOUNT	V.A.T. AMOUNT
EXEMPT		X
ZERO		X
STANDARD	X	

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STEWART, SMITH MANAGEMENT CORP

DATED: January 9, 1974 jmb

By \_\_\_\_\_

CONFIDENTIAL

2016-001140 Record on Appeal 1244

LON0000154

CONTROL NO: PBB19466K


FILE NO: 71-10754-4

ENTRY NO: HF28693P

RETURN PREMIUM

CURRENCY: US \$

INSURER	PROPORTION	CCMIS	TAX	O/R	A/G	GROSS	NET	100% N/A	REFERENCE
EXCESS	2.10000%	25.000%				12.28	9.21	438.75	COLUMBIA NITROGEN
EXCESS	5.40000%	25.000%				31.59	23.69	438.75	70/80
NEW LONDON REINSURANCE CO LTD.	6.00000%	25.000%	4.000%			35.10	24.92	415.35	350738
HELVETIA ACCIDENT SWISS INS. CO.	2.00000%	25.000%	4.000%			11.70	8.31	415.35	E0165711
TURKISH LRS. CO.	6.00000%	25.000%	4.000%			35.10	24.92	415.35	425582/382/382/5
STRONGHOLD	3.00000%	25.000%	4.000%			17.55	12.46	415.35	S31674
LONDON AND EDINBURGH GENERAL	2.60000%	25.000%	4.000%			15.21	10.60	415.35	COLUMBIA NITROGEN
LLOYD'S	72.90000%	25.000%				426.47	319.85	438.75	
COLLECTIVE Companies	27.10000%					158.53	114.31		
TOTAL TO CLOSE	100.00000%					585.00	434.16		

  
 E. I. COLO  
 SETTLED  
 12 MAR 1974  
 A. A. T. 154

1-24-1974

CONFIDENTIAL

2016-001140 Record on Appeal 1245

LON000155

<b>STEWART SMITH &amp; CO. LTD.</b>				<b>635</b>		
				<b>SMI</b>	CURRENCY	
ATTACHING TO POLICY NO.		ENDORSEMENT REF.		GROSS PREMIUM		
71/10754/4				IN ALL		
REGISTRATION				MARINE WAR		
				TOTAL		
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH	LOYDS		
ASSURED/ACCOUNT		LEADING U		ILLU		
COLUMBIA NITROGEN				COMPANIES		

HEREBY noted and agreed with effect from inception to add to schedule of underlying insurances the following policy.

Aircraft liability \$1,000,000 C. S. L. U. S. A. I. G.  
(Non-ownership)

INFORMATION:

Included in first million schedule.

ENDORSEMENT NO.	DEBIT/CREDIT NO.
L.F.S.O. NUMBER AND DATE STAMP	I.L.U. NUMBER AND DATE STAMP

BEFORE DEADING FILES CHECK

ALL ORIGINAL SLIPS IN FILE.	✓
ALL A.P.S   R.P.S. COMPLETE.	✓
ALL DOCUMENTS RETURNED FROM CLAIMS DEPT.	✓
ALL PREMIUM ADJUSTMENTS COMPLETED.	✓
R/I FILES IN ORDER.	✓
SUSPENSE LIST CLEAR.	✓

15

LNJ937 5 12 73

JJC NH

COLUMBIA NITROGEN NJL191 CANCELLATION NOTED AND AGREED

REVC PTY/CAS

PH 1345

**CONFIDENTIAL**

2016-001140 Record on Appeal 1247

LON000157

75

NJL191 30/11/73

128

PTYGAS REVC

COLUMBIA NITROGEN 71-E3-119/A 71-10754-5-4 PRODUCER ADVISE  
COVERAGE REPLACED NOV12 WITH UNIGARD MUTUAL AS HE ALSO LOST  
ACCOUNT CONFIRM S/R CANCELLATION

JJC

4:00 CAF

STEWART SMITH & Co., Ltd.

1, SEETHING LANE, LONDON, E.C.3.

ENDORSEMENT ON POLICY No. 71/10754/A

COLUMBIA NITROGEN

HEREBY noted and agreed with effect from inception  
to add to schedule of underlying insurances the  
following policy.

Aircraft liability \$1,000,000 Combined Single Limits

U. S. Aviation Insurance Group

(Non-Ownership).

to which we agree  
E.i.

  
LONDON 10th August 1972

Attaching to and forming part of Insurance Companies Collective Policy No. 71-10754-4

Endorsement No. \_\_\_\_\_

COLUMBIA NITROGEN CORPORATION

It is hereby understood and agreed that notwithstanding anything contained in the above mentioned policy to the contrary the Companies limit of liability has increased to 27.10% part of 100% of this policy in respect of occurrences arising on and after the 13th February, 1972.

London & Edinburgh General Ins. Co. Ltd., increased to 2.60%.

E. I. Co.  
LTD.

Proportion of Additional  
Return Premium

For and on behalf of the Assurers named in the said Policy for the proportions specified therein.

IN WITNESS WHEREOF I being a representative of the Leading Office which is duly authorised by the Assurers have hereunto subscribed my name on their behalf this day of

One Thousand Nine Hundred and

P B B. 19466K



62892 \* 27 APR 1972

STEWART, SMITH & Co., LTD.

1, SEETHING LANE, LONDON, E.C.3.

ENDORSEMENT ON POLICY No. 71-10754-4



COLUMBIA NITROGEN CORPORATION

In consideration of the payment of the sum of \$1,822.50 being the premium due hereon at 13th February, 1972. It is understood and agreed that in respect of occurrences occurring on and after the 13th February, 1972 the participation of Underwriters under this policy is reduced from 73.50% part of 100% to 72.90% part of 100% and with effect from 13th February 1972 the Underwriters subscribing to this policy are assigned hereon.

All terms, conditions and exclusions remain unaltered.

No Policy or other Contract dated on or after 1st January, 1824, will be recognised by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

BB 22244E



to which we agree  
E. 2.

PRIS. 19466K

LONDON 30th March, 1972.

**How Know Ye that**

Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, such payment to be made after such loss, damage or liability is proved and the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List of the Amount, Percentage or Proportion of the total sum insured hereunder which is to be borne by reference to the number of the Syndicate of which each Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.

(NM)

LLOYD'S POLICY SIGNING OFFICE

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Insured hereunder shared between the Members of those Syndicates.

*W. Ellington*  
General Manager.

AMOUNT, PERCENTAGE OR PROPORTION PER CENT	BROKER	L.P.S.O. NO. & DATE	PAGE	AMOUNT, PERCENTAGE OR PROPORTION	BROKER	L.P.S.O. NO. & DATE	PAGE
	635	62892   27   4   72   1			635	62892   27   4   72   2	
	SYNDICATE	UNDERWRITER'S REF.			SYNDICATE	UNDERWRITER'S REF.	
3.500	417	16522025		7.500	989		
6.500	772	2110555944		1.000	179	64	
1.000	943	2110555944		5.810	618	NA72950MH2F0	
2.000	109	0687615		4.190	278	NA72950MH2F0	
1.125	15	0781695		2.900	348	NA72950MH2F0	
.375	16	0781695		2.500	604	812	
2.000	918	L1052300530		1.000	210	201	
1.500	179	641339		3.000	164	AA93519F71	
2.000	727	9H686L0071		.500	620	9X19271	
1.500	311	09CM					
1.000	620	1325					
1.000	365	0112948					
3.000	210	20101806					
3.500	56	X14N4842X					
.725	568	18171XLS					
.250	579	500C30106 A00					
.500	947	2A156371088N					
.750	975	1427518					
1.500	558	T65210144					
.375	276	50C3524					
3.000	190	03254802460					
.650	231	707X5286A					
2.750	404	421					
2.500	772	11107S					
1.500	417	2631303S					
	No. of SIND.	TOTAL LINE			No. of SIND.	TOTAL LINE	
					34	72.900	

THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1972/4

62892 \* 27 APR 1972

STEWART, SMITH & Co., LTD.  
1, SEETHING LANE, LONDON, E.C.3.  
ENDORSEMENT ON POLICY No. 71-10754-4



COLUMBIA NITROGEN CORPORATION

In consideration of the payment of the sum of \$1,822.50 being the premium due hereon at 13th February, 1972. It is understood and agreed that in respect of occurrences occurring on and after the 13th February, 1972 the participation of Underwriters under this policy is reduced from 73.50% part of 100% to 72.90% part of 100% and with effect from 13th February, 1972 the Underwriters subscribing to this policy are assigned hereon.

All terms, conditions and exclusions remain unaltered.

No Policy or other Contract dated on or after 1st January, 1924, will be recognised by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

FB 22244E



to which we agree  
B. 1

LONDON 30th March, 1972.



62892 \* 27 APR 1972

STEWART, SMITH & Co., Ltd.

1, SEETHING LANE, LONDON, E.C.3.

ENDORSEMENT ON POLICY No. 71-10754-4

COLUMBIA NITROGEN CORPORATION

In consideration of the payment of the sum of \$1,822.50 being the premium due hereon at 13th February, 1972. It is understood and agreed that in respect of occurrences occurring on and after the 13th February, 1972 the participation of Underwriters under this policy is reduced from 73.50% part of 100% to 72.90% part of 100% and with effect from 13th February 1972 the Underwriters subscribing to this policy are assigned hereon.

All terms, conditions and exclusions remain unaltered.

No Policy or other Contract dated on or after 1st January, 1924, will be recognised by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

BB 22244E



to which we agree  
E 1

LONDON 30th March, 1972.



*5/11/73*

**P. C. W.**  
UNDERWRITING AGENCIES LTD.  
DIRECTORS  
P. E. J. CAMERON-WEBB  
P. S. DIXON, F.C.I.  
H. S. LAWRENCE  
TELEPHONE  
ROYAL 9591 (8 LINES)  
TELEGRAMS  
WEBWRITE LONDON

**RECEIVED**  
-2 JAN 1973

**BILLITER BUILDINGS,**  
22, BILLITER STREET,  
LONDON, E.C.3.

AND AT LLOYD'S  
52, LOMB STREET,  
LONDON, EC6A 3DG.  
Teletype: 0120 1001 (10 Lines)  
Telex: 683123

B

Messrs *Stewart Smith*

11 JAN 1973

Dear Sirs,

Our Ref: NA 950  
Account:

*285*

*Columbia Nitrogen*

*10254 4-5*

Please accept 30 days notice on the above insurance ~~as from~~ to 13.3.73

REF. NOW. We are prepared to negotiate a re-instatement.

**NA7295027F30** Yours faithfully,

*13/2/73*

*NON-CARRIED*

*\$3m x \$1m*  
*line 12-90/ 70% 618*  
*30/278*

*Sub-check of Revenues + 15 days*  
*Withhold*

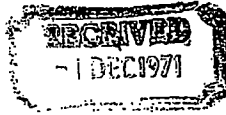
*Agreed waive AP. for increased revenues*  
*for last year - w.p.*

TELEPHONE  
623-7100, EXT. 3723  
(MR. EWINGTON)

P. C. W.

UNDERWRITING AGENCIES LTD.

DIRECTORS  
P. E. J. CAMERON-WEBB  
P. S. DIXON, F.C.I.  
H. S. LAWRENCE  
TELEPHONE  
ROYAL 6661 (8 LINES)  
TELEGRAMS  
WEBBWRITE LONDON



BILLITER BUILDINGS,  
22, BILLITER STREET,  
LONDON, E.C.3.

AND AT LLOYD'S

52 LIME STREET,  
LONDON EC3M. 7BS

Messrs

Stewart Smith.

- 1 DEC 1971

Dear Sirs,

Our Ref: NA. 950.  
Account:

Columbia Nitrogen Corp.

Please accept 30 days notice on the above  
insurance as <sup>to</sup> 13.7.72.  
<sub>3. Pw</sub>

We are prepared to negotiate a re-insatement.

Yours faithfully,

*Pw*

7th. 1971  
1972

Understands Review  
# 28-30h.  
Review 71-72  
# 31/52,000

CARGO/NON-MARINE  
# 3m xs # lw.

S.A.C.R. please

With draw  
to  
Report.

*Pw*

Check age  
next year.  
*Pw*

QUERIES, PLEASE PHONE  
623-7100, EXT. 368  
(MR. EWINGTC)

**FILE COPY**

**Insurance Companies Collective  
Policy**

**In Consideration** of the Assured named in the Schedule hereto having paid premium set forth in the said Schedule to the Assurers named herein

The Assurers hereby severally agree each for the proportion set against its name to indemnify the Assured or the Assured's Executors, Administrators or Assigns against loss as set forth herein during the period of Insurance stated in the said Schedule or during any subsequent period as may be mutually agreed between the Assured and the Assurers payment to be made within Seven Days after such loss is proved.

**Provided that:**

- (1) the liability of the Assurers shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Assurers.
- (2) the liability of each of the Assurers individually in respect of such loss shall be limited to the proportion set against its name or such other proportion as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Assurers.
- (3) if the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

In Witness whereof, I being a representative of the Leading Office which is duly authorised by the Assurers have hereunto subscribed my name on their behalf this 14<sup>th</sup> day of February One Thousand Nine Hundred and Seventy One

  
MANAGER - NON - MARINE POLICY DEPT.  
EXCESS INSURANCE CO. LTD.

SCHEDULE

Policy No. **71/1075A/1/FEB 1966K** Premium **US \$662.50 part of US \$2,500.00 being a first instalment premium \***

Name and address of the Assured **COLLEGE HYDROGEN CORPORATION AND/OR HYPER CORPORATION, P.O. Box 1483, Augusta, Georgia.**

Period of Insurance From **13th February, 1973** To **13th February, 1974** both days at 12.01 a.m. Local Standard Time

The risks and sums insured hereunder **26,500 part of 100% of limits** **EXCESS UMBRELLA LIABILITY**

**POLICY FOR LIMITS OF:**  
**\$3,000,000 any one occurrence**  
**\$2,500,000 any one occurrence**

**EXCESS UMBRELLA LIABILITY**  
**Primary limits are \$10,000 for unlimited perils**

\* And subsequent instalments are due and payable as follows:  
**US \$ 662.50 part of US \$2,500.00 - 13th February, 1973**  
**US \$ 662.50 part of US \$2,500.00 - 13th February, 1973**

IT IS WARRANTED THAT this Policy is subject to the same terms, limitations and conditions of the **11cys** Policy No. **71/1075A/1/FEB 1966K** issued on the identical subject matter and risk.

P.10.

SCHEDULE OF ASSURERS

COMPANY	PROPORTION %	REFERENCE
THE EXCESS INSURANCE COMPANY LIMITED	2.10	7/404742/ 7/80/3212
THE EXCESS INSURANCE COMPANY LIMITED	5.40	7/158263 70/80/3212
NEW LONDON REINSURANCE COMPANY	6.00	350738
HELVETIA ACCIDENT SWISS INSURANCE COMPANY	2.00	NO 165711
TURKISH INSURANCE COMPANY LIMITED	6.00	426582/382/382/5
STRONGHOLD INSURANCE COMPANY LIMITED	3.00	8 31874
LONDON AND EDINBURGH GENERAL INSURANCE COMPANY. TOWER ACCOUNT	2.00	8147048011

30.

CF61

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**Insurance Companies**

**Collective Policy**

STEWART, SMITH & Co., Ltd.

1, SEETHING LANE, LONDON, E.C.3.

ENDORSEMENT ON POLICY No. 74-10754/4

COLUMBIA NITROGEN CORPORATION  
AND/OR NI PRO INC.  
71/10754/4 FEB 19466 K  
L&C 71E 3-119 A

It is hereby understood and agreed with effect from inception the sum insured is amended to read as follows.

"Which Excess Of; Primary Limits or \$25,000 for un-insured Perils".

It is further understood and agreed the name of the Assured is amended to read:-

COLUMBIA NITROGEN CORPORATION AND/OR NI PRO INC.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

to which we agree  
S. 1

LONDON 20th April, 1972



BB25499T

NA 1855.39

ENDORSEMENT

S/S New York

POLICY CONTROL No.					
P	B	B	1	9	4
6	6	K			

ADDITIONAL PREMIUM \$2,500.

RETURN PREMIUM \$

RECEIVED  
29 JAN 1973

Attached to and forming part of Cover Note No. L 71E 3-119A

in the name of COLUMBIA NITROGEN CORPORATION AND/OR COLUMBIA NIPRO CORPORATION

Effective date of this endorsement is February 13, 1973

Endorsement No. 5

THIRD INSTALLMENT DUE - FEBRUARY 13, 1973 - \$2,500.

London CN# 71-10754-4  
 Gross Prem. 2,500  
 Commission 20%  
 Federal Tax 116 (on 2,280)

Lloyd

London CN# 71-10754-4  
 Gross Prem. 2,500  
 Commission 20%  
 Federal Tax 116 (on 2,280)  
 Gross

London CN# 71-10754-4  
 Gross Prem. 2,500  
 Commission 20%  
 Federal Tax 116 (on 2,280)  
 Gross

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: 1/26/73 jmc

SS 102

STEWART, SMITH MANAGEMENT CORPORATION

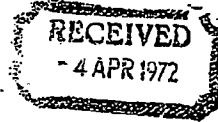
By \_\_\_\_\_

Cover Note No. 71-10754-4  
S/S N.Y.

**ENDORSEMENT**

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$



Attached to and forming part of Cover Note No. L71E 3-119A

in the name of COLUMBIA NITROGEN CORPORATION ET AL

Effective date of this endorsement is February 13, 1972

Endorsement No. 4

It is hereby understood and agreed that with effect from February 13, 1972 the Lloyd's Underwriters limit of liability is amended to:

72.90% part of 100%

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

STEWART, SMITH MANAGEMENT CORPORATIO

DATED: March 29, 1972

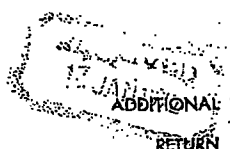
By \_\_\_\_\_

CSMC 102

5/5 N.Y

**ENDORSEMENT**

POLICY CONTROL NO.  
PBB 194-6K



ADDITIONAL PREMIUM \$ 2,500.00

RETURN PREMIUM \$

BB 22244  
NA 1855

Attached to and forming part of Cover Note No. L 71E 3-119A

in the name of COLUMBIA NITROGEN CORPORATION et al

Effective date of this endorsement is February 13, 1972 Endorsement No. 3

Second Installment Due - February 13, 1972 - \$2,500.00.

*Loyle*  
London CN# 21-10254-4  
Gross Prem. 2,500.  
Commission 20%  
Federal Tax *miton 2,500*  
(on 2,500..)

*Speer*  
London CN# 21-10254-4  
Gross Prem. 2,500.  
Commission 20%  
Federal Tax *miton 2,500*  
(on 2,500..)

*Lo*  
London CN# 21-10254-4  
Gross Prem. 2,500.  
Commission 20%  
Federal Tax *miton 2,500*  
(on 2,500..)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: January 11, 1972 jma

STEWART, SMITH MANAGEMENT CORPORATION

By \_\_\_\_\_

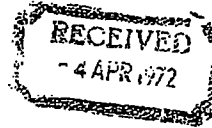
SSMC 102

*Cover Note No. 71-10754#*  
*S/S NY*

**ENDORSEMENT**

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$



Attached to and forming part of Cover Note No. C71B 3-119A  
in the name of COLUMBIA NITROGEN CORPORATION ET AL

Effective date of this endorsement is February 13, 1972

Endorsement No. 3

It is hereby understood and agreed that with effect  
from February 13, 1972 the Companies limit of liability  
is amended to 27.10% part of 100%.

London and Edinburgh General Ins. Co. Ltd. increased  
to 2.60%.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

STEWART, SMITH MANAGEMENT CORPORATIO

DATED: March 29, 1972

By \_\_\_\_\_

SSMC 102

*Cover Note # 71-10754-4*

**ENDORSEMENT**

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

Attached to and forming part of Cover Note No. L 71E 3-119A

In the name of COLUMBIA NITROGEN CORPORATION and/or COLUMBIA NIPRO CORPORATION

Effective date of this endorsement is May 14, 1971 Endorsement No. 1

It is understood and agreed that the named insured is amended as follows:

COLUMBIA NITROGEN CORPORATION and/or NIPRO, INC.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: May 17, 1971 jma

STEWART, SMITH MANAGEMENT CORPORATION

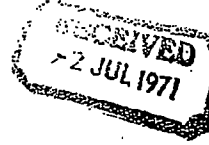
By \_\_\_\_\_

SSMC 102

Cover Note No. 71-10754-4

**ENDORSEMENT**

ADDITIONAL PREMIUM \$  
RETURN PREMIUM \$



Attached to and forming part of Cover Note No. C71E 3-119A  
in the name of COLUMBIA NITROGEN CORPORATION AND/OR COLUMBIA NIPRO CORPORATI  
Effective date of this endorsement is February 13, 1971 Endorsement No. 2

It is hereby understood and agreed that with effect from inception,  
the Companies limit of liability is: 26.50%

Security:

- 2.10% Excess Insurance Co. Ltd.
- 5.40% Excess Insurance Co. Ltd.
- 6.00% New London Reinsurance Co. Ltd.
- 2.00% Helvetia Accident Swiss Ins. Co.
- 6.00% Turegum Insurance Co.
- 3.00% Stronghold Insurance Co. Ltd.
- 2.00% London & Edinburgh General Ins. Co. Ltd.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: June 28, 1971

STEWART, SMITH MANAGEMENT CORPORATION

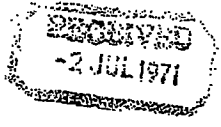
By \_\_\_\_\_

SSMC 102

*Cover Note No: 71-10754-4*

**ENDORSEMENT**

ADDITIONAL PREMIUM \$  
RETURN PREMIUM \$



Attached to and forming part of Cover Note No. L71E 3-119A  
in the name of COLUMBIA NITROGEN CORPORATION AND/OR COLUMBIA NIPRO CORPORAT:  
Effective date of this endorsement is February 13, 1971 Endorsement No. 2

It is hereby understood and agreed that with  
effect from inception, the Lloyd's Underwriters  
limit of liability is:

73.50%

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

DATED: June 28, 1971

STEWART, SMITH MANAGEMENT CORPORATION

By \_\_\_\_\_

SMC 102

STEWART, SMITH MANAGEMENT CORPORATION -- COPY

No. L 712 3-112A

PREVIOUS NO. L 688 1-162A

We confirm that acting upon your instructions we have effected insurance for your account with Underwriters at LLOYD'S LONDON, each for his own part and not one for another, as follows:

**Assureds:** COLUMBIA HYDROGEN CORPORATION AND/OR POLICY CONTROL No.  
 COLUMBIA HYDRO CORPORATION  
 P. O. Box 1483  
 Augusta, Georgia PBB19466K

**Term:** February 13th, 1971 to February 13th, 1974 both days at 12:01 A.M., at the address of the Named Assured NAT 1859

**Coverages:** Excess Umbrella Liability to indemnify the Assured in respects of their operation as per form attached NA 1835

**Limits:** As per form attached

**Premiums:** \$2,500.00 - 1st Installment  
 Due February 13, 1972 - \$2,500.00  
 Due February 13, 1973 - \$2,500.00  
 Subject to Annual Check of Revenue

London CN# 21/10254/x  
 Gross Prem. \$ 500.00  
 Commission 20.00  
 Federal Tax/Ret. 73.7%  
 (on 2500.00)

**Recession:** 73.7%  
**Security:** Lloyd's Underwriters

**NSA 1683**

The insurance described herein is subject to all of the terms and conditions of the Certificate of Insurance and/or Policy to be issued. This cover note shall be automatically terminated and voided by delivery of the Certificate of Insurance or Policy to the Assured or its representative.

This insurance may be cancelled as provided in the wording, and if there is no wording attached as to cancellation, on 30 days notice by either the Assured or the Insurer(s) through Stewart, Smith Management Corporation as intermediary. Notice of cancellation shall be deemed given by the Insurer(s) when given by Stewart, Smith Management Corporation to the Assured or its representative and shall be deemed given to the Insurer(s) when given to Stewart, Smith Management Corporation by the Assured or its representative. In the event of cancellation of this insurance, the Insurer(s) shall be entitled to the premium earned on a short rate basis if cancelled by the Assured and on a pro rata basis if cancelled by the Insurer(s).

STEWART, SMITH MANAGEMENT CORPORATION  
 114 John Street  
 New York, New York

DATED AT: New York, New York

March 22nd, 1971

PER \_\_\_\_\_

Nuclear Incident Excluded Clause  
 Liability = Direct (Broad) Attached

ATTACHING TO AND FORMING PART OF COVER NOTE NO. L 718 3-1188

EXCESS UMBRELLA INSURANCE

NAMED ASSURED: As stated in Item 1 of the Declaration forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to Underwriters.

INSURING AGREEMENTS

1. COVERAGE

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the Liability

(a) imposed upon the Assured by law,

or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages, direct or consequential and expenses on account of:-

(i) Personal injuries, including death at any time resulting therefrom,

(ii) Property Damage,

(iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by Underwriters at Lloyd's London, and certain Insurance Companies (hereinafter called the "Underlying Umbrella Insurers")

II. LIMIT OF LIABILITY - UNDERLYING LIMITS

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable for the amount of their respective ultimate net loss liability of the Declarations,

§ (as stated in Item 4 of the Declarations)

in the aggregate for each occurrence during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

and the Underwriters shall then be liable to pay only the excess thereof up to a further -

§ (as stated in Item 5 of the Declarations)

ultimate net loss in all in respect of each occurrence - subject to a limit of

§ (as stated in Item 6 of the Declarations)

in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

CONDITIONS

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the Assured prior to the inception date hereof the limit of Liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms, and conditions of this Policy in the event that Personal Injury or Property Damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy Underwriters will continue to protect the Assured for Liability in respect of such Personal Injury or Property Damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of Liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claims are made or any

It is a condition of this Policy that occurrences occurring during the period be maintained or by the operation of condition C of the Underlying Umbrella Policies.

3. CANCELLATION

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by mailing written notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the Insurance under this Policy shall end on the effective date and hour of Cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this Policy has been in force.

If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this policy has been in force. Notice of Cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium.

4. NOTICE OF OCCURRENCE

Whenever the Assured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Assured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Declarations as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is in excess of the insurance afforded by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

ATTACHING TO AND FORMING PART OF POLICY NO. L 71E 3-119A

DECLARATIONS

ITEM 1. Named Assured: COLUMBIA NITROGEN CORPORATION et al  
ITEM 2. Underlying Umbrella Policies: L/C 71E 3-119  
ITEM 3. Underlying Umbrella Limits  
(Insuring Agreement 2): \$1,000,000.  
ITEM 4. Underlying Umbrella Aggregate  
Limits (Insuring Agreement 2): \$1,000,000.  
ITEM 5. Limit of Liability  
(Insuring Agreement 2): \$3,000,000.  
ITEM 6. Aggregate Limit of Liability  
(Insuring Agreement 2): \$3,000,000.  
ITEM 7. Notice of Occurrence  
(Condition 4) to: Stewart, Smith Management Corporation  
116 John Street  
New York, New York

DATED: March 22, 1971

Stewart, Smith Management Corporation  
~~XXXXXXXXXXXXXXXXXXXX~~

By \_\_\_\_\_

Wherever the word "Certificate"  
or "Policy" is used herein it is  
amended to read "Cover Note."

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3  
(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this Paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.

~~This Clause shall not extend to punitive or exemplary damages.~~

~~would not have been covered under this Insurance had this Clause not been attached.~~

NMA 1685

**ENDORSEMENT**

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

Attached to and forming part of Cover Note No. L 718 3-119A

in the name of **COLUMBIA NITROGEN CORPORATION, et al**

Effective date of this endorsement is **February 13, 1971**

Endorsement No. **1**

Security hereunder is as follows:

6.17%	EXCESS INS. CO. LTD.
4.11%	EXCESS INS. CO. LTD.
4.04%	NEW LONDON REINSURANCE CO. LTD.
1.65%	HELVETIA ACCIDENT
4.04%	TURKISH INS. CO.
2.47%	STRONGHOLD INS. CO. LTD.
1.67%	LONDON & EDINBURGH GENERAL INS. CO. LTD.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.  
DATED:

STEWART, SMITH MANAGEMENT CORPORATION

SSMC 102

**Cover Note**  
EFFECTED WITH  
**Insurance Companies**

POLICY CONTROL NO.  
P13019466K

No. C 71E 3-119A

PREVIOUS NO. C 68E 1-162A

We confirm that acting upon your instructions we have effected insurance for your account with INSURANCE COMPANIES.

**Assured:** COLUMBIA NITROGEN CORPORATION AND/OR  
COLUMBIA NIPRO CORPORATION  
P. O. Box 1483  
Augusta, Georgia

**Term:** February 13th, 1971 to February 13th, 1974 both days at  
12:01 A.M., at the address of the Named Assured

**Coverage:** Excess Umbrella Liability to indemnify the Assured in respects  
of their operation as per form

**Limits:** As per form

**Premium:** \$2,500.00 - 1st Installment  
Due February 13, 1972 - \$2,500.00  
Due February 13, 1973 - \$2,500.00

London 71/102544  
Gross 2500.00  
Commission 20.00  
Federal Tax 15.44  
(on 2500.00)

**Hereon:** 26.26%

**Security:** As per Endorsement No. 1 attached

Subject to the same terms, limitations and conditions as now contained on or are hereinafter endorsed on Lloyd's Cover Note No. L 71E 3-119A

The insurance described herein is subject to all of the terms and conditions of the Certificate of Insurance and/or Policy to be issued. This cover note shall be automatically terminated and voided by delivery of the Certificate of Insurance or Policy to the Assured or its representative.

This insurance may be cancelled as provided in the wording, and if there is no wording attached as to cancellation, on 30 days notice by either the Assured or the Insurer(s) through Stewart, Smith Management Corporation as intermediary. Notice of cancellation shall be deemed given by the Insurer(s) when given by Stewart, Smith Management Corporation to the Assured or its representative and shall be deemed given to the Insurer(s) when given to Stewart, Smith Management Corporation by the Assured or its representative. In the event of cancellation of this insurance, the Insurer(s) shall be entitled to the premium earned on a short rate basis if cancelled by the Assured and on a pro rata basis if cancelled by the Insurer(s).

STEWART, SMITH MANAGEMENT CORPORATION  
116 John Street  
New York, New York

DATED AT: New York, New York

March 22nd, 1971

PER \_\_\_\_\_

Notice is hereby given that the Underwriters have agreed to pay for the purpose of paying the Federal Excise Tax 4% of the premium payable, in case to the extent of the amount of the premium payable, less the amount of any reserve which the Underwriters will deduct 4% from the amount of the reserve and the Assured shall be responsible for the payment of the Tax from the U. S. Government.

✓ This insurance does not cover any liability for:

1683  
N.M.P. Amended  
Wet

(1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination resulting from the discharge, dispersal or release, or escape of any substance into or upon any watercourse or body of water.

(2) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination other than described in Paragraph (1) above, provided always that this Paragraph (2) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.

(3) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden unintended or unexpected happening during the period of this insurance.

(4) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this Clause not been attached.

STEWART SMITH & CO. LTD.		635 S.S.	
POLICY NO.		REF NO.	
REGISTRATION			
B.O.T. CODE	REGISTRATION CATEGORY	YEAR	MONTH
ASSURED/ACCOUNT		ADJUSTABLE YES NO	
COUNTRY OF ORIGIN		MARINE	NON MARINE AVIATION
CURRENCY	SIGNED LINE	GROSS PREMIUM	
TOTAL			
LLOYDS			
ILU			
COMPANIES			
SIGNING SLIPS		XEROX COPY	NO. OF COPIES OF POLICIES REQUIRED
YES	NO	YES	NO
SPECIAL INSTRUCTIONS			
AGENCY	AGENCY REF.	*A PREM. HEREON	
BUREAU SCHEME NO.	BROKERS COVER NO.		
SL1			

**TYPE:** EXCESS UMBRELLA LIABILITY

**FORM:** Short Umbrella Wording plus NMA.1256.

**ASSURED:** COLUMBIA NITROGEN.

**PERIOD:** 36 Months at date 13th February 1971 or t.b.a. L/U.

**INTEREST:** Legal Liability in respect of Assured's operations.

**SUM INSURED:** POLICY FOR LIMITS OF:  
\$3,000,000 any one occurrence.  
**EXCESS OF:**  
\$1,000,000 any one occurrence.  
**WHICH EXCESS OF:**  
Primary Limits as per schedule.  
**OR:**  
\$10,000 for uninsured perils.

**SITUATION:** Worldwide.

**CONDITIONS:** 30 Days Cancellation Clause.  
O.D. and Products in the aggregate.  
S & P NMA.1685 (amended).

**PREMIUM:** \$7,500 payable 1/3rd p.a.

**BROKERAGE:** 25%.

WRITTEN LINES	% OF PART	ORDER WHOLE	ORDER	CLOSED FOR

- (1) SS COLLECTIVE POLICY SIGNING CLAUSE NO. 1.
- (2) U.S. TAX AS APPLICABLE PAYABLE BY COMPANIES.
- (3) AGREED TO RENEW BY RENEWAL RECEIPT IF REQUIRED WITHOUT PRODUCTION OF OLD SLIP OR POLICY.
- (4) AGREED TO ISSUE SLIP POLICY IF REQUIRED.
- (5) L/U AGREEMENT NMA.

*Handwritten notes:*  
12/3/2001  
DB 151.  
acknowledged / underwritten  
with 50% commission  
O.S. W.

CONFIDENTIAL

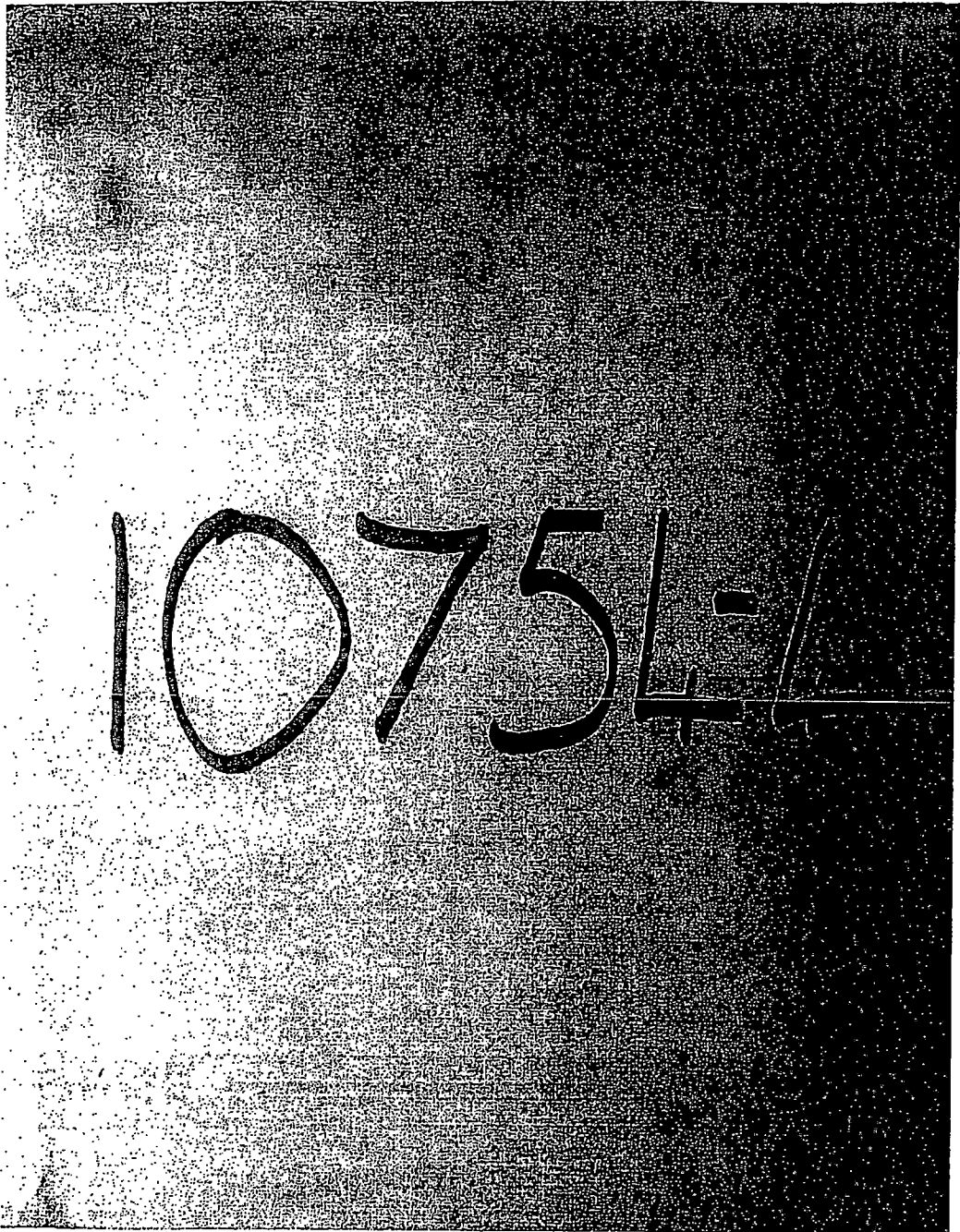
2016-001140 Record on Appeal 1281

LON000191

Agree but  
adj. @ 9%<sup>15</sup>/<sub>100</sub> G.R.  
R  
Will agree annual checks  
if necessary

*[Handwritten signature]*

POLICY NO.	635 S.S.
ASSURED	
INTEREST	
PERIOD	
CONTROL NO.	<input type="text"/>
LPSD AUTHORIZATION AND ACCOUNTING STAMPS	
ILU AUTHORIZATION AND ACCOUNTING STAMPS	



**FILE COPY**

No Policy or other Contract dated on or after 1st Jan., 1924, will be recognized by the Committee of Lloyd's as entitling the holder, to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

(A)

Form approved by Lloyd's Underwriters' Rec-Martin Association.



Any person not an Underwriting Member of Lloyd's subscribing this Policy, or any person signing the same if so subscribed, will be liable to be proceeded against under Lloyd's Act.

Printed at Lloyd's, London, England.

**LLOYD'S POLICY**

(Subscribed only by Underwriting Members of Lloyd's all of whom have complied with the requirements of the Insurance Companies Act, 1938, as to security and otherwise.)

Whereas the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have heretofore subscribed their Names (hereinafter called "the Underwriters"),

Now We the Underwriters hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

Now know We that We the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this Policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.

LLOYD'S POLICY SIGNING OFFICE,

*W. Wellington*  
GENERAL MANAGER.



Form J (A) (6.9.59)  
NMA. 1187

H 14



This policy is subject to the following attached clauses:-  
 Service of Suit Clause  
 Industries, Sewage, Pollution and Contamination Clause No. 3.  
 Nuclear Incident Exclusion Clause-Liability-Direct (Broad)  
 Radioactive Contamination Exclusion Clause-Liability-Direct.

D.J.

**U.S.A. NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**  
 (Approved by Lloyd's Underwriters' Association)  
 For attachment to insurances of the following classifications in the U.S.A., the Territories and Possessions, Puerto Rico and the Canal Zone:-  
 Owners, Landlords and Tenants Liability, Contractual Liability, Marine Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability).  
 Not being insurances of the classifications in which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

does not apply:-

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction (a) with respect to which an insured under the policy is also insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Association, Mutual Atomic Energy Liability Underwriters or Nuclear Association of Canada, or would be so insured under any such insurance association or policy but for the termination upon exhaustion of its limit of liability or (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amending that Act, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.

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

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if (a) the nuclear material (1) is at any nuclear facility owned by, or operated by, or on behalf of, an insured or (2) has been discharged or dispersed therefrom, (b) the nuclear material is contained in spent fuel or waste at any time generated, handled, used, processed, stored, transported or disposed of by or on behalf of an insured or (c) the injury, sickness, disease, death or destruction takes place out of the boundaries of any insured or (d) the injury, sickness, disease, death or destruction is occasioned by an insured, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, this exclusion (a) applies only to its territories or possessions or Canada, this exclusion (a) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"Nuclear material" includes radioactive, toxic or explosive properties "nuclear material" means atomic material, special nuclear material or byproduct material "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amending that Act "waste" 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 of 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) generating the fission 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, fabrication 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 exceeds at or contains more than (1) grams of plutonium or uranium 233, 235 or any combination thereof, or more than 100 grams of uranium 235, (2) any structure, basin, container, pipeline 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 facilities used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to produce a critical mass of fissile material; "injury" with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* Note:-As respects policies which afford liability coverage and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

1/2/58  
 N.Y.A. 1956



**SERVICE OF SUIT CLAUSE (U.S.A.)**

*(Approved by Lloyd's Underwriters Non-Marine Association)*

It is agreed that in the event of the failure of Underwriters herein to pay any amount claimed to be due hereunder, Underwriters herein, at the request of the Insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

**AGENTS AND MOUNT**

37 WILLIAM STREET, NEW YORK, N.Y. and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the reverse of this invoice (or reinsured) to give a written undertaking to the Insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters herein hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or the successor or successor in office, or their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or reinsured) for any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

11/15/52  
N.Y.A. 772

D.J.  
D.J.  
D.J.

**INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3**  
*(Approved by Lloyd's Underwriters' Non-Marine Association)*

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this Paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (2) The cost of removing, nullifying or dissolving or seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

22/1/70.  
N.M.A. 1985.



**U.S.A.**  
**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT**  
(Approved by Lloyd's Underwriters' Executive Committee)  
*For attachment to policies in the appropriate Nuclear Incident Exclusion Clause—Liability—Direct to liability insurance contracts.*  
In relation to liability arising outside the U.S.A. in Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or connected to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.  
12/2/58  
N.M.A. 1477

EXCESS UMBRELLA POLICY

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof.

and/or Subsidiary, Associated, Affiliated Companies or Owned and Controlled Companies as now or hereafter constituted and of which prompt notice has been given to Underwriters.

INSURING AGREEMENTS

1. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

- (a) imposed upon the Assured by law; or
- (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages, direct or consequential and expenses on account of:-

- (i) Personal Injuries, including death at any time resulting therefrom
- (ii) Property Damage,
- (iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by Underwriters at Lloyd's London, and Certain Insurance Companies (hereinafter as the "Underlying Umbrella Insurers").

2. LIMIT OF LIABILITY - UNDERLYING LIMITS -

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

§ (as stated in Item 3 of the Declarations) ultimate net loss in respect of each occurrence, but

§ (as stated in Item 4 of the Declarations) in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

and the Underwriters shall then be liable to pay only the excess thereof up to a further -

§ (as stated in Item 5 of the Declarations) ultimate net loss in all in respect of each occurrence - subject to a limit of

§ (as stated in Item 6 of the Declarations) in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

CONDITIONS

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy Underwriters will continue to protect the Assured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C of the Underlying Umbrella Policies.

3. CANCELLATION -

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by mailing written notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representative to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the Insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this policy has been in force.

If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium.

4. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which in the event that the Assured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Declarations as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE -

If other valid and collectible insurance with any other Insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is in excess of the insurance afforded by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

DECLARATIONS

- Item 1. Named Assured; Columbia Nitrogen Corporation and/or Columbia Nipro Corporation,  
P.O. Box 1483, Augusta, Georgia.
- Item 2 Underlying Umbrella Policies; L/C 71E 3-119
- Item 3 Underlying Umbrella Limits (Insuring Agreement 2); \$1,000,000
- Item 4 Underlying Umbrella Aggregate Limits (Insuring Agreement 2); \$1,000,000
- Item 5 Limit of Liability (Insuring Agreement 2); \$3,000,000
- Item 6 Aggregate Limit of Liability (Insuring Agreement 2); \$3,000,000
- Item 7 Notice of Occurrence (Condition 4) to; Stewart, Smith Management Corp;  
116, John Street,  
New York, New York.

ATTACHING TO AND FORMING PART OF POLICY NO:71/10754/4/PBB 19466K

In the name of: COLUMBIA NITROGEN

EXPLOSION RIDER

It is understood and agreed that Exclusion (1) of NMA 1685 which is attached to and forms part of this Policy shall not be construed as applying to explosion and fire following explosion. Subject otherwise to the terms, conditions and limitations of the policy to which this Endorsement is attached.

Stewart, Smith Management Corp.,

NEW YORK.

ROP/SRW. American Department. 1st March, 1971.

COVER NOTE NO. 71-10754-4.

In accordance with your instructions we have effected the following insurance for your account with and subject to the usual printed clauses and conditions on the policies of the insurers stated hereon:—

EXCESS UMBRELLA LIABILITY.

**FORM:** Short Umbrella Wording plus NMA.1256.

**ASSURED:** COLUMBIA NITROGEN.

**PERIOD:** 36 months at 1st February 1971, or to be agreed.

**INTEREST:** Legal Liability in respect of Assured's operations.

**SUM INSURED:** Policy for limits of:  
 \$3,000,000 any one occurrence.  
Excess of:  
 \$1,000,000 any one occurrence.  
Which excess of:  
 Primary Limits as per schedule.  
Or: \$10,000 for uninsured perils.

**SITUATION:** Worldwide.

**CONDITIONS:** 30 days Cancellation Clause.  
 Occupational Disease and Products in the aggregate.  
 Seepage and Pollution NMA.1685 (amended).

**PREMIUM:** \$7,500 payable 1/3rd per annum.

**LESS:** 20% & 4% Tax on Companies only, excluding Excess Ins. Co. Ltd.

**HEREON:** 73.74%.

**SECURITY:** LLOYD'S UNDERWRITERS.

**HEREON:** 26.26%.

**SECURITY:** 6.17% Excess Ins. Co. Ltd.  
 4.44% Excess Ins. Co. Ltd.  
 4.94% New London Reinsurance Co. Ltd.  
 1.65% Helvetia Accident.  
 4.94% Tregum Ins. Co.  
 2.47% Stronghold Ins. Co. Ltd.  
 1.65% London & Edinburgh General Ins. Co. Ltd.

CERT. NO.	
AGENT COMM.	20%
AGENT TAX.	4% on long periods excess
LONDON BROKERAGE	5%
TOTAL DISCOUNT	25% above
LINE SLIP	as above
PER CENT	

STEWART, SMITH (NON-MARINE) LIMITED

E. & O.E.  
C.N. 02/7

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

PCS Nitrogen,  
 Plaintiff

CASE NO.  
2011-CP-10-387

v.

MOTION AND ORDER INFORMATION  
FORM AND COVER SHEET

Admiral Insurance Company, et al  
 Defendants.

Plaintiff's Attorney: Wm. Howell Morrison, Esquire Haynsworth Sinkler Boyd, P.A. 134 Meeting Street, 3 <sup>rd</sup> floor Charleston, SC 29401 843-720-4405	Defendant's Attorney: Adam J. Neil, Esquire Post Office Box 6648 Columbia, SC 29260 803-782-4100
<input checked="" type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
<b>SECTION I: Hearing Information</b>	
Nature of Motion: Motion for Summary Judgment Estimated Time Needed: 30 minutes Court Reporter Needed: <input type="checkbox"/> YES / <input checked="" type="checkbox"/> NO	
<b>SECTION II: Motion/Order Type</b>	
<input type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.	
Signature of Attorney for <input checked="" type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant	August 4, 2015 Date submitted
<b>SECTION III: Motion Fee</b>	
<input checked="" type="checkbox"/> PAID - AMOUNT: 25.00 <input type="checkbox"/> EXEMPT: <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support (check reason) <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRPC) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: <input type="checkbox"/> Other:	
<b>JUDGE'S SECTION</b>	
<input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other:	JUDGE: _____ CODE: _____ Date: _____
<b>CLERK'S VERIFICATION</b>	
Date Filed: _____ Collected by: _____ <input type="checkbox"/> MOTION FEE COLLECTED: _____ <input type="checkbox"/> CONTESTED - AMOUNT DUE: _____	

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CIVIL ACTION NO: 2011-CP-10-387

PCS Nitrogen, Inc.,

Plaintiff,

vs.

Continental Casualty Company, Admiral Insurance Company, United States Fire Insurance Company, and ACE Property & Casualty Insurance Company, Home Insurance Company, Certain Underwriters at Lloyd's London, the Aviva Companies, the Winterthur Companies, Certain London Market Insurance Companies, Unigard Mutual Insurance Company, Berkshire Hathaway Specialty Insurance Company (f/k/a Stonewall Insurance Company), Lexington Insurance Company, Republic-Vanguard Insurance Company (f/k/a Republic Insurance Company), First State Insurance Company, Century Indemnity Company (f/k/a California Union Insurance Company and Insurance Company of North America),

Defendants.

**ADMIRAL INSURANCE CO.'S MOTION  
FOR SUMMARY JUDGMENT**

**TO: WM. HOWELL MORRISON, ESQUIRE, ATTORNEY FOR PLAINTIFF, AND  
TO THE PLAINTIFF ABOVE NAMED:**

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorneys for the Defendant, Admiral Insurance Company, will move before the presiding judge of the Charleston County Court of Common Pleas at the Charleston County Courthouse or at such other location designated by the Honorable Thomas G. Cooper, at 10:00 a.m. on the tenth (10th) day after service hereof, or as soon thereafter as counsel may conveniently be heard, for an Order, pursuant to Rule 56, SCRPC, granting summary judgment in favor of the Defendant, Admiral

Insurance Company (hereinafter "Admiral"), on grounds that there is no genuine issue as to any material fact. More specifically, Admiral moves for summary judgment on the same grounds set forth in Defendant Continental Casualty Company's Motion for Summary Judgment based on Corporate Succession and United States Fire Insurance Company and Continental Casualty Company's Motion for Summary Judgment based on the policies' pollution exclusion. Admiral incorporates by reference and adopts all arguments and grounds made by the parties in those motions and the accompanying memoranda.

This Motion is made pursuant to Rule 56 of the South Carolina Rules of Civil Procedure and will be supplemented and supported by such affidavits, depositions, discovery responses, memoranda of law, and such other documents as appropriate.

As additional support for the motion, Admiral would show as follows:

**I. FACTUAL BACKGROUND**

**a. Admiral issued four policies of Commercial General Liability Insurance to "Old" Columbia Nitrogen Corporation.**

Admiral issued four CGL policies to "old" Columbia Nitrogen Co.<sup>1</sup>

- Policy No. 5 CG 0071 which was in effect from February 1, 1975 – February 1, 1976 (attached as Exhibit A).
- Policy No. A 1 CM 2315 which was in effect from April 1, 1981 – April 1, 1982 (attached as Exhibit B).
- Policy No. A 2 CM 2956 which was in effect from April 1, 1982 – April 1, 1983 (attached as Exhibit C).
- Policy No. A 1 CM 3088 which was in effect from April 1, 1983 – April 1, 1984 (attached as Exhibit D).

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<sup>1</sup> All four policies have a "per occurrence" limits of \$500,000.00 and a deductible or retained limit. In the 1975 policy the deductible is \$1,000.00 per occurrence. In the 1981, 1982, and 1983 policies the retained limit is \$25,000.00.

The policies contain identical language as it relates to the terms of the policies applicable to the coverage questions before the Court in this case. Under "Comprehensive General Liability Insurance Part":

**I. COVERAGE A – BODILY INJURY LIABILITY  
COVERAGE B – PROPERTY DAMAGE LIABILITY**

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

... B. property damage

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

**Exclusions**

This insurance does not apply:

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

The "Definitions" appearing at the front of the policy include the following:

When used in this policy (including endorsements forming a part hereof):

...  
"Named Insured" means the person or organization named in the declarations of this policy.

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

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

In addition all Admiral policies except the 1975 policy contain an "anti-assignment" provision:

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

**b. PCS's claim for coverage**

As noted above, Admiral adopts and incorporates by reference the description of the nature of the claims being asserted by PCS in the memoranda filed by Continental and U.S. Fire.

**II. LEGAL ANALYSIS**

**a. PCS is not an Insured under the Admiral policies and is not a successor to "Old" Columbia Nitrogen Co. for the purpose of acquiring status as an Insured.**

Each of the Admiral policies clearly state that they provide coverage for amounts that "the insured" becomes legally obligated to pay as damages to a third-party. Pertinent to this analysis, the "insured," according to the definition provided in the policies, is "... the Named Insured ... and any executive officer, director or stockholder thereof while acting within the scope of his duties as such...." As PCS had no relationship with "old" CNC during the policy period of any Admiral policy, PCS cannot claim to be an insured according to the policy definition.

PCS, however, does not claim any right to the insurance as an "insured." PCS's contention that it is an insured under the Admiral policy is based on the claim that it is a successor to "old" CNC. For the reasons discussed in Section IV.B.1 of the memorandum concerning corporate succession, "old" CNC was not authorized to unilaterally assign its rights under the Admiral policies to any other entity without Admiral's consent and without the addition of a policy endorsement that referenced the assignment. It is undisputed that no such endorsement appears on the Admiral policies. Furthermore, there is no evidence that Admiral ever consented to any such assignment. As such, any purported assignment of the policies would be void and ineffective as it did not comply with the policies' terms.

Moreover, as Continental/U.S.Fire note in the corporate succession memorandum, PCS has never been held to be the corporate successor of "old" CNC. There is no theory available under either South Carolina or Federal law that would support such a claim and PCS has repeatedly denied being the corporate successor to "old" CNC throughout the related CERCLA litigation.

Therefore, PCS is not an insured under the Admiral policies issued to "old" CNC and Admiral is entitled to a summary judgment finding that the policies issued in 1981, 1982, and 1983 provide no coverage to PCS for its liability in the *Ashley II* litigation.

**b. PCS's claim for coverage is barred by Admiral's pollution exclusion.**

All four Admiral policies contain pollution exclusions. Any claim for coverage that PCS may have is barred by the terms of the pollution exclusion. As demonstrated fully by Continental in its memorandum concerning the pollution exclusion, any liability that PCS has to a third-party is based on claims that it is responsible for the clean-up of pollution of the Charleston site. The

"sudden and accidental" exception to the exclusion is inapplicable because there is no damage arising from such a discharge of pollutants within any of the four Admiral policy periods.

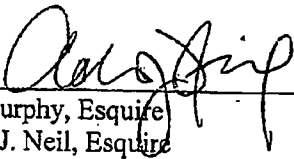
Finally, as is described in full detail in the pollution exclusion memorandum, PCS is collaterally estopped from re-litigating whether the pollution exclusion applies to bar coverage for the claims. PCS has litigated that issue and the federal district court held that the pollution exclusion bars coverage for the clean-up of the Charleston site. Therefore, the pollution exclusion bars coverage for the claim asserted against all four Admiral policies and Admiral is entitled to a summary judgment that there is no coverage for PCS for the claims it has asserted in this litigation.

#### CONCLUSION

For the foregoing reasons and for all reasons established in the Pollution Exclusion and Corporate Successor memoranda, Admiral is entitled to summary judgment on all claims asserted against it by way of PCS's Third-Amended Complaint.

Respectfully submitted,

MURPHY & GRANTLAND, P.A.

  
\_\_\_\_\_  
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**Attorneys for Defendant Admiral Insurance Co.**

Columbia, South Carolina  
August 4, 2015

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CIVIL ACTION NO: 2011-CP-10-387

PCS Nitrogen, Inc.,

Plaintiff,

vs.

Continental Casualty Company, Admiral Insurance Company, United States Fire Insurance Company, and ACE Property & Casualty Insurance Company, Home Insurance Company, Certain Underwriters at Lloyd's London, the Aviva Companies, the Winterthur Companies, Certain London Market Insurance Companies, Unigard Mutual Insurance Company, Berkshire Hathaway Specialty Insurance Company (f/k/a Stonewall Insurance Company), Lexington Insurance Company, Republic-Vanguard Insurance Company (f/k/a Republic Insurance Company), First State Insurance Company, Century Indemnity Company (f/k/a California Union Insurance Company and Insurance Company of North America),

Defendants.

**CERTIFICATE OF SERVICE**

I, the undersigned employee of the law offices of Murphy & Grantland, P.A., Attorneys for Defendant, Admiral Insurance Company, do hereby certify that I have served a copy of the foregoing, Motion for Summary Judgment, in connection with the above-referenced case via electronic mail to the following address(es):

Wm. Howell Morrison, Esquire  
Haynsworth Sinkler Boyd, P.A.  
134 Meeting Street, 3<sup>rd</sup> floor  
Charleston, SC 29401

Morgan S. Templeton, Esquire  
Wall Templeton & Haldrip, P.A.  
P.O. Box 1200  
Charleston, SC 29402

R. Scott Wallinger, Jr., Esquire  
Collins & Lacy, PC  
P.O. Box 12487  
Columbia, SC 29211

Robert Holmes Hood, Jr., Esquire  
Hood Law Firm  
P.O. Box 1508  
172 Meeting Street  
Charleston, SC 29402

Jerrald J. Hochman, Esquire  
Martin Siegal, Esquire  
Siegal & Park  
533 Fellowship Road, Suite 120  
Mt. Laurel, NJ 08054

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Carlock Copeland & Stair, LLP  
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Columbia, South Carolina  
August 4, 2015

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Steptoe & Johnson, LLP  
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Washington, DC 20036

Edward K. Pritchard, III, Esquire  
Elizabeth F. Fulton, Esquire  
Pritchard Law Group, LLC  
129 Broad Street  
Charleston, SC 29401

  
Kelly Beliveau Douglas

<h1>ADMIRAL INSURANCE COMPANY</h1> <p>A TEXAS STOCK COMPANY (herein called "ADMIRAL")</p>		<p><i>Return to #11400001</i></p> <h2>GENERAL LIABILITY POLICY</h2> <p>Standard Provisions</p>	
<p>Named Insured: Columbia Nitrogen Corporation; Nipro Inc.; Columbia Communications Services, Inc.</p> <p>Mailing Address: P. O. Box 1483, Augusta, Georgia 30903</p>		<p>Alexander &amp; Alexander Inc. Suite 2323 Two Peachtree Street NW Atlanta, Georgia 30303 Telephone 404 668-9500</p> <p><b>Alexander &amp; Alexander</b></p>	

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

### COVERAGE

Coverage is afforded under this policy in accordance with the specific Coverage Parts identified in the Declarations as being a part of this policy.

### SUPPLEMENTARY PAYMENTS

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

- (a) all expenses incurred by ADMIRAL, all costs taxed against the Insured in any suit defended by ADMIRAL and all interest on the entire amount of any judgment thereon which accrues after entry of the judgment and before ADMIRAL has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of ADMIRAL's liability thereon.
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required

of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but ADMIRAL shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the Insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the Insured at ADMIRAL's request in assisting ADMIRAL in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" 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;

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

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, foundation work or certain work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the Insured under an incidental contract.

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

- (1) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed;

(2) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed; or

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

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

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

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

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

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

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

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Ex. A

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**DEFINITIONS**  
(Continued)

"**explosion hazard**" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, pump motors, machinery or power transmitting equipment, or (2) arising out of operations performed for the Named Insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the Insured under an incidental contract.

"**incidental contract**" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except, in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement.

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

"**mobile equipment**" means a land vehicle (including any machinery or apparatus attached thereto, whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the Named Insured, including the ways immediately adjoining or (3) designed for use principally on 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 max-wrained type), graders, scrapers, rollers and other road construction or repair equipment, air-compressors, pumps and generators, including spraying, welding and building cleaning equipment, and geophysical exploration and well servicing equipment.

"**Named Insured**" means the person or organization named in the declarations of this policy.

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

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

"**policy territory**" means:

(1) the United States of America, its territories or possessions, or Canada, or  
(2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or

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

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

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

"**underground property damage hazard**" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borings, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the Insured under an incidental contract.

**ADMIRAL INSURANCE COMPANY**

**GENERAL LIABILITY POLICY**

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# ADMIRAL INSURANCE COMPANY

A TEXAS STOCK COMPANY  
(herein called "ADMIRAL")

## GENERAL LIABILITY POLICY

5 CG 0071

### DECLARATIONS

NAMED INSURED Columbia Nitrogen Corporation, Nipro, Inc.; Columbia Communications Services, Inc.  
 MAILING ADDRESS P. O. Box 1483 Augusta, Georgia 30903

POLICY PERIOD: From 2-1-75 To 2-1-76  
At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

THE NAMED INSURED IS:  Individual,  Partnership,  Corporation,  Joint Venture,  Other

AUDIT PERIOD  Annual,  Other

The insurance afforded is only with respect to such of the following Parts and Coverages therein as are indicated by . The limit of ADMIRAL's liability against each such Coverage shall be as stated herein, subject to all of the terms of the policy having reference thereto.

COVERAGE PARTS	LIMITS OF LIABILITY			
	Bodily Injury Liability		Property Damage Liability	
	each occurrence	aggregate	each occurrence	aggregate
<input checked="" type="checkbox"/> Comprehensive General Liability Insurance	\$ 500,000	\$ 500,000	\$	\$
<input type="checkbox"/> Owners', Landlords' and Tenants' Liability Insurance	\$500,000 annual aggregate (Refer to endorsement no. )			
<input type="checkbox"/> Manufacturers' and Contractors' Liability Insurance				
<input type="checkbox"/> Owners' and Contractors' Protective Liability Insurance				
<input type="checkbox"/> Completed Operations and Products Liability Insurance				
<input checked="" type="checkbox"/> Contractual Liability Insurance				
<input type="checkbox"/> Hospital Professional Liability Insurance				
<input type="checkbox"/> Personal Injury Liability Insurance	\$	each person	\$	general aggregate
<input type="checkbox"/> Premises Medical Payments Insurance	\$	each person aggregate	\$	each accident

Endorsements attached to policy at inception: JC-0010(3/74) 500; JC-0019 (3/74) 500; JC-0025(3/74) 250;  
JC-0026(3/74) 250

TOTAL ADVANCE PREMIUM \$

If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on

Effective Date \$ 54,036.00  
 1st Anniversary \$  
 2nd Anniversary \$

\$ .....  
 .. 4.75% SL Tax  
 \$ .....  
 \$ .....  
 \$ .....

ADMIRAL GENERAL AGENCY, INC.  
Managing General Agents

By [Signature]  
Authorized Representative

This Declaration and Coverage Part(s), with Policy Standard Provisions and Endorsements, if any, issued to form a part thereof completes the above numbered policy

IC 0015 (3/74) LW

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# ADMIRAL INSURANCE COMPANY

A TEXAS STOCK COMPANY  
(herein called "ADMIRAL")

## COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

ADDITIONAL DECLARATIONS

Policy No. 5 CG 0071

### SCHEDULE

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

Description of Hazards	Premium Bases	Rates	Advance Premiums
<b>Pierisss—Operations</b> Fertilizer Manufacturing Code # 28701	(c) 281,000.	.1923	\$54,036.00
<b>Completed Operations—Products</b> Included	(a) Remuneration (b) Receipts (c) TONS	(a) Per \$100 of Remuneration (b) Per \$100 of Receipts (c) TONS	
	(a) Receipts (b) Sales	(a) Per \$1000 of Receipts (b) Per \$1000 of Sales	
<b>Escalators (Number of Premises)</b> Included	Number Insured	Per Landing	
<b>Independent Contractors</b> Included	Cost	Per \$100 of Cost	
Minimum Premium(s): 54,036.00			TOTAL ADVANCE PREMIUM ► \$54,036.00

When used as a Premium base

- "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rules applicable in accordance with the manuals in use by ADMIRAL;
- "receipts" means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a coprofit from and remits directly to a governmental division;
- "cost" means the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or sub-contractor, including all fees, allowances, bonuses or commissions made, paid or due;
- "sales" means the gross amount of money charged by the Named Insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the Named Insured and such others collect as a separate item and remit directly to a governmental division.

#### I. COVERAGE A—BODILY INJURY LIABILITY

#### COVERAGE B—PROPERTY DAMAGE LIABILITY

ADMIRAL will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay or damages because of

A. bodily injury or B. property damage

to which this insurance applies, caused by an occurrence and ADMIRAL shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of

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the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but ADMIRAL shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of ADMIRAL'S liability has been exhausted by payment of judgments or settlements.

#### Exclusions

This insurance does not apply

- to liability assumed by the Insured under any contract or agreement except an incidental contract, but this exclusion does not apply to a warranty of fitness or

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quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner,

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person as the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured,
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any freighting or unloading, speed or demurrage contest or in any stalling activity of its practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith,
- (v) to bodily injury or property damage arising out of and in the course or the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured,
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insured, but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured,
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental,
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or in any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under an incidental contract, or (2) expenses for legal and under the Supplementary Payments provision,
- (h) to bodily injury or property damage for which the insured or his underinsured may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability results (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person, but part (i) of this exclusion does not apply with respect to liability of the insured or his underinsured as an owner or lessor described in (2) above,
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workman's compensation, unemployment compensation or disability benefits law, or under any similar law,
- (j) to bodily injury to any employees of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury, but this exclusion does not apply to liability assumed by the insured under an incidental contract,
- (k) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control, but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator or premises owned by, rented to or controlled by the named insured,
- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof,
- (m) to loss of use of tangible property which has not been physically injured or destroyed (resulting from (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured, but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured if such products or work have been put to use by any person or organization other than the named insured,
- (n) to property damage to the named insured's products arising out of such products or any part of such products,
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith,
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of the use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein,
- (q) to property damage included within (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "e", (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c", (3)

the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u"

## II PERSONS INSURED

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

- (b) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business,
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such,
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture (his organization so designated) and any executive officer, director or stockholder thereof while acting within the scope of his duties as such,
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured, and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization, provided that no person or organization shall be an insured under this paragraph (e) with respect to (1) bodily injury to any fellow employee of such person or organization in the course of his employment, or (2) property damage to property owned by, rented to or charge of or occupied by the named insured or the employee of any person described in subparagraph (i)

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

## III LIMITS OF LIABILITY

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

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

Subject to the above provisions respecting "each occurrence", the total liability of ADMIRAL for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate"

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

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

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

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

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

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

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

**ADMIRAL INSURANCE**

**CONTRACTUAL LIABILITY INSURANCE**

<b>ADMIRAL INSURANCE COMPANY</b> A TEXAS STOCK COMPANY (herein called "ADMIRAL")	<b>CONTRACTUAL LIABILITY INSURANCE          COVERAGE PART          (BLANKET COVERAGE)</b>
ADDITIONAL DECLARATIONS	Policy No. <u>5 CG 0071</u>

**SCHEDULE**

It is agreed that the Limits of Liability set forth in the Policy Declarations for the Contractual Liability Coverage Part shall apply as respects any coverage afforded hereunder unless other specific limits are set forth below:

Coverage	Limits of Liability (This Coverage Part only)
Y Bodily Injury Liability	\$ <u>Refer to</u> ..... each occurrence <u>Endorsement</u>
Z Property Damage Liability	\$ <u>No. 1</u> ..... each occurrence \$ ..... aggregate

Limits of Liability: \$500,000. per occurrence and aggregate

Designation of Contracts on file or known to ADMIRAL	Premium Bases		Advance Premiums
	(a) Sales	(b) Cost	
Blanket Contractual Liability Purchase Order Agreement	Included in Composite Rate		
	(a) Sales	(b) Cost	
Minimum Premium(s):	(a) Per \$1,000 of Sales	(b) Per \$100 of Cost	TOTAL ADVANCE PREMIUM \$ <u>Included</u>

The following exclusions do not apply ~~to this contract~~

**Exclusions (q) and (r)**

When used as a premium basis

- the word "cost" means the total cost of all work in connection with all contracts of the type designated in the schedule for this insurance with respect to which equipment furnished, used or delivered for use in the execution of such work whether furnished by the insured, or others including all fees, allowances, bonuses or commissions made, paid or due. It shall not include the cost of any operations to which exclusions (q) or (r) apply, unless such exclusions are voided in the schedule
- the word "sales" means the gross amount of money charged by the Named Insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the Named Insured and such others collect as a separate item and remit directly to a governmental division

IC 0025 (3/74) 150

**I. COVERAGE Y—CONTRACTUAL BODILY INJURY LIABILITY**  
**COVERAGE Z—CONTRACTUAL PROPERTY DAMAGE LIABILITY**

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

- Y. bodily injury or
- Z. property damage

to which the insurance applies, caused by an occurrence, except the liability of the indemnitee resulting from his sole negligence and ADMIRAL shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but ADMIRAL shall not be obligated to pay any claim or judgment or to defend

(1) any arbitrations proceeding wherein ADMIRAL is not entitled to exercise the insured's rights in the choice of arbitrators and in the conduct of such proceedings, or (2) any suit after the applicable limit of ADMIRAL's liability has been exhausted by payment of judgments or settlements

**Exclusions**

This insurance does not apply:

- (a) to liability assumed by the insured under any accidental contract,
- (b) (1) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of professional services performed by such insured, including (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and (ii) supervisory, inspection or engineering services, (2) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (ii) the giving of or failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage,
- (c) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing,
- (d) to bodily injury or property damage for which the indemnitee may be held liable

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

(2) if not so engaged, as an owner or lessee of premises used for such purposes.

if such liability is imposed

- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person, but part (ii) of this exclusion does not apply with respect to liability of the indemnitee as an owner or lessee described in (2) above,

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

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

(g) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control,

(h) to property damage to premises situated by the Named Insured arising out of such premises or any part thereof,

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

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

(2) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured, but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than as insured,

(j) to property damage to the Named Insured's products arising out of such products or any part of such products,

(k) to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith,

(l) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from

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

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

Unless stated in the schedule as not applicable, the following exclusions also apply to contractual liability assumed by the insured under any agreement relating to construction operations.

This insurance does not apply

(o) to bodily injury or property damage arising out of construction, maintenance or repair of watercraft or loading or unloading thereof,

(p) to bodily injury or property damage arising out of operations, within fifty feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnels, underpass or crossing,

(q) to bodily injury or property damage included within the completed operations hazard or the products hazard,

(r) to property damage included within (1) the explosion hazard, (2) the collapse hazard, or (3) the underground property damage hazard

**II. PERSONS INSURED**

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

(a) if the Named Insured is designated in the declarations as an individual, the person so designated and his spouse,

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

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

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

**III. LIMITS OF LIABILITY**

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

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

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

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

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

**IV. POLICY TERRITORY**

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

**V. ADDITIONAL DEFINITIONS**

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

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

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

**VI. ADDITIONAL CONDITION**

**Arbitration**

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

**Premium**

The advance premium stated in the schedule is the estimated premium on account of such written contracts as are on file with or known to ADMIRAL. The Named Insured shall notify ADMIRAL of all other written contracts entered

# ADMIRAL COMPANY

A TEXAS STOCK COMPANY  
(herein called "ADMIRAL")

## PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

ADDITIONAL DECLARATIONS

Policy No. 5.CG 0071

### SCHEDULE

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

#### GROUPS OF OFFENSES

#### ADVANCE PREMIUM

- |   |             |
|---|-------------|
| A. False Arrest, Detention or Imprisonment, or Malicious Prosecution - - - - -          | \$ included |
| B. Libel, Slander, Defamation or Violation of Right of Privacy - - - - -                | \$ included |
| C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy - - - - - | \$ included |

Insured's Participation Nil % Minimum Premium \$ included TOTAL ADVANCE PREMIUM \$ included

Exclusion (c) below is hereby deleted from this endorsement.

#### I. COVERAGE F—PERSONAL INJURY LIABILITY

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

- Group A—false arrest, detention or imprisonment, or malicious prosecution,
- Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy, except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Named Insured,
- Group C—wrongful entry or eviction, or other invasion of the right of private occupancy,

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

#### Exclusions

This insurance does not apply

- (a) to liability assumed by the insured under any contract or agreement,
- (b) to personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Named Insured,
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the Named Insured was made prior to the effective date of this insurance,

(c) to personal injury arising out of a publication or utterance described in Group B, concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof

#### II. PERSONS INSURED

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

- (a) if the Named Insured is designated in the declarations as an individual, the person so designated and his spouse,
- (b) if the Named Insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such,
- (c) if the Named Insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

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

#### III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

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

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

#### IV. ADDITIONAL DEFINITION

When used in reference to this insurance

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

JG 0025 (3/74) 256

Admiral000008

**ADMIRAL** INSURANCE  
**COMPANY**  
 HOUSTON, TEXAS

ENDORSEMENT NO. 1 TO POLICY NO. S CG 0071  
 EFFECTIVE DATE 2-1-75 to 2-1-76

NAMED INSURED Columbia Nitrogen  
 PRODUCER Loveless & Company

**ENDORSEMENT**

**COMBINED SINGLE LIMIT OF LIABILITY**

In consideration of the premium charged, it is understood and agreed that the LIMITS OF LIABILITY as expressed on the DECLARATIONS are amended to read as follows:

\$500,000. each occurrence as respects Bodily Injury Liability, Personal Injury Liability or Property Damage Liability or any combination thereof.

\$500,000. annual aggregate

It is further understood and agreed that Insuring Agreement III, Limits of Liability, as contained in any Coverage Part attached to this policy is amended to read as follows:

**III. LIMITS OF LIABILITY**

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

COVERAGES A, B, Y, Z and P - The total liability of ADMIRAL for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence and the total liability of ADMIRAL for all damages because of all property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability stated herein as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of ADMIRAL for all damages because of all bodily injury, personal injury and property damage to which this coverage applies shall not exceed the limit of liability stated herein as "aggregate".

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

**ADMIRAL GENERAL AGENCY, INC.**

*Managing General Agent*

BY: *[Signature]*  
 Authorized Representative

JG 0072 (2/74) 114

Admiral000009

# ADMIRAL INSURANCE COMPANY

A TEXAS STOCK COMPANY  
(herein called "ADMIRAL")

ENDORSEMENT

NO. 2 TO POLICY NO. 5-CG-0071

EFFECTIVE DATE 2-1-75 to 2-1-76

NAMED INSURED Colombia Nitrogen

LIABILITY DEDUCTIBLE

In consideration of the premium charged, it is agreed:

1. ADMIRAL's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the Insured applies only to the amount of damages in excess of any deductible amounts stated in the schedule below as applicable to such coverages.
2. The deductible amounts stated in the schedule apply as follows:
  - (a) PER-CLAIM BASIS - If the deductible is on a "per-claim" basis, the deductible amount applies under Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of bodily injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
  - (b) PER-OCCURRENCE BASIS - If the deductible is on a "per-occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of all bodily injury or property damage as the result of any one occurrence.
3. The terms of the policy, including those with respect to (a) ADMIRAL's rights and duties with respect to the defense of suits and (b) the Insured's duties in the event of an occurrence, apply irrespective of the application of the deductible amount.
4. ADMIRAL may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the Named Insured shall promptly reimburse ADMIRAL for such part of the deductible amount as has been paid by ADMIRAL.

### SCHEDULE

Coverage	Amount & Basis of Deductible
A. Bodily Injury Liability (including claim adjustment and legal expenses)	\$..... per claim \$..... per occurrence
B. Property Damage Liability (including claim adjustment and legal expenses)	\$..... per claim \$..... per occurrence
C. Coverages <u>A, B, Y, Z or P</u> or any combination thereof (including claim adjustment and legal expenses)	\$..... per claim \$ <u>1,000.00</u> per occurrence

Note: If the policy provides Personal Injury Liability Coverage, the word "Personal" shall be substituted for the word "Bodily" in the foregoing.

ADMIRAL GENERAL AGENCY, INC.

Managing General Agents

By: [Signature]  
Authorized Representative

JC-0007 (3/74) IM

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2016-001140 Record on Appeal 1312

<b>ADMIRAL COMPANY</b> HOUSTON, TEXAS		ENDORSEMENT NO. <u>3</u> TO POLICY NO. <u>5-00-0071</u>
		EFFECTIVE DATE <u>2-1-75 to 2-1-76</u>
NAMED INSURED <u>Columbia Nitrogen</u>	<b>ENDORSEMENT</b>	
PRODUCER <u>Loveless and Company</u>		

WORLDWIDE COVERAGE (INDERNNITY BASIS)

It is agreed that the insurance afforded also applies to Bodily Injury or Property Damage which occurs, during the policy period, outside the policy territory, provided such Bodily Injury or Property Damage:

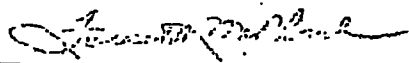
- (1) is included in the completed operations hazard or the products hazard, or
- (2) arises out of activities of persons employed to perform work principally in the policy territory, while outside the policy territory, pursuant to their employment in the business of the named insured.

With respect to any claim made or suit instituted outside the policy territory:

- (a) The insured shall undertake the investigation, settlement and defense of such claims and suits and keep the company advised of all such proceedings and actions, and
- (b) The company's obligation under this policy shall be limited to reimbursement of the insured
  - (1) for the amount of damages because of liability imposed upon him by law on account of bodily injury or property damage to which the insurance applies, and
  - (2) for all reasonable expenses incurred in connection with the investigation, settlement or defense of such claims or suits and the company's reimbursement obligation for the sum of all damages imposed on and expenses incurred by the insured shall be limited to the amount stated in the policy as the applicable limit of the company's liability for damages; but the company may, at its discretion, participate in the defense or settlement of any such claim or suit;

and the company's reimbursement obligation for the sum of all damages imposed on and expenses incurred by the insured shall be limited to the amount stated in the policy as the applicable limit of the company's liability for damages; but the company may, at its discretion, participate in the defense or settlement of any such claim or suit.

**ADMIRAL GENERAL AGENCY, INC.**  
*Managing General Agent*

BY   
Authorized Representative

10-0012 (2/4) IA

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT COVERAGE UNDER  
THIS POLICY DOES NOT APPLY TO:

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LIABILITY ARISING OUT OF A WRAP-UP CONSTRUCTION PROJECT KNOWN AS:  
COLUMBIA NITROGEN CORPORATION AND NIPRO, INC. PROJECT NUMBER N-003

All other Terms and Conditions remain unchanged

Attached to and Forming Part of Policy No. 33000534

Issued To: COLUMBIA NITROGEN CORPORATION, ET AL

Effective Date: AUGUST 29, 1975

Endorsement No.: 4  
9-11-75

GLA 12E1991E474

STONEWALL INSURANCE COMPANY

By 

Admiral000012

2016-001140 Record on Appeal 1314

Alexander & Alexander Inc.  
Suite 2173 Two Peachtree Street, N.W.  
Atlanta, Georgia 30303  
Telephone 404 538-8500  
FAX BID 751-8437

**Alexander  
& Alexander**

October 13, 1975

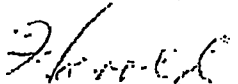
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Mr. M. M. Standlee  
Treasurer  
Columbia Nitrogen Corporation  
P. O. Box 1483  
Augusta, Georgia 30903

Dear Mr. Standlee:

The Stonewall Insurance Company which writes the Umbrella Excess layer for Columbia Nitrogen has insisted that we exclude the Wrap-Up construction project that Columbia Nitrogen is involved in. According to their records, this is Project No. N-003, and the attached endorsement #4 excludes coverage for this Wrap-Up. We fought for a long period of time in an effort to have them not exclude the Wrap-Up from the Umbrella, but it was either to accept the enclosed endorsement or they would cancel the policy. Due to the fact that the Umbrella prices have risen drastically in the past year, we felt that the only alternative was to accept the exclusion endorsement which is attached.

Yours truly,

  
Harold L. Street

HLS:j1

Enc.

cc: Glen E. Pehl  
Charlotte, N.C.

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Admiral000013

2016-001140 Record on Appeal 1315

**ADMIRAL COMPANY**  
HOUSTON, TEXAS

ENDORSEMENT NO 4 TO POLICY NO 5 CG 0071  
EFFECTIVE DATE 2-1-75 to 2-1-76

NAMED INSURED Columbia Nitrogen  
PRODUCER Lovell and Company

**ENDORSEMENT**

~~LIQUOR HAZARD INCLUSION ENDORSEMENT~~

In consideration of the premium shown in the schedule of this endorsement, it is agreed that:

1. With respect to the liquor hazard, the definition of bodily injury is amended to read as follows:  
  
"Bodily Injury" means bodily injury, sickness, disease or loss of means of support, sustained by any person;
2. Exclusion (h) is replaced by the following:
  - (h) (i) to injury arising out of any alcoholic beverage served or given while any license therefore, required by law, is not in existence, is suspended or after such license expires, is canceled or revoked.
  - (ii) to any premium, assessment, penalty, fine or other similar obligation imposed upon the insured under any alcoholic beverage licensing law or similar laws;
3. When used in reference to this insurance:  
  
"Liquor Hazard" means bodily injury or property damage for which the insured as
  - (a) the owner or lessor of premises used by others for the purpose of selling, serving, distributing or manufacturing alcoholic beverages, or
  - (b) a person or organization not in the business of selling, serving, distributing or manufacturing of any alcoholic beverages.
 may be held liable if such liability is imposed by reason of the selling, serving or giving of any alcoholic beverage.

**SCHEDULE**

1. Location of all premises used by others in the business of manufacturing, distributing, serving or selling alcoholic beverages for which the insured is owner or lessor.
2. Premium for this endorsement: Included

**ADMIRAL GENERAL AGENCY, INC.**  
*Managing General Agents*

BY *[Signature]*  
Authorized Representative

JG 007 (1/74) 1A

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<b>ADMIRAL COMPANY</b> HOUSTON, TEXAS		ENDORSEMENT NO. .... 5A ... TO POLICY NO. 5 CG 0071
NAMED INSURED ..... Columbia Nitrogen		EFFECTIVE DATE 2-1-75 to 2-1-76
PRODUCER ..... Lovelace and Company		<b>ENDORSEMENT</b>

EMPLOYEE BENEFITS LIABILITY INSURANCE

SCHEDULE

COVERAGE

Employee Benefit Programs  
Liability Insurance

LIMITS OF LIABILITY

See Endorsement no. 1  
\$ each claim \$ \_\_\_\_\_ Aggregate  
Deductible \$1,000. each claim.

PREMIUM COMPUTATION:

Estimated Number  
of Employees

	Rate (Per Employee)	Advance Premium
First 5000.	\$ Included	\$
Next 5000.	\$ In	\$
Over 10,000.	\$ Composite Rate	\$
	Total:	\$ Included

Minimum Premium — Included

I. Coverage - Employee Benefit Programs Liability.

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages to a present or former employee of the named insured or the beneficiaries or legal representatives of such employee because of a negligent act, error or omission committed in the administration of the named insured's employee benefit programs if such negligent act, error or omission is committed during the policy period within the United States of America, its territories or possessions, or Canada; provided that claim therefore is made against an Insured during the period this insurance is in effect and provided further that the inception date of this insurance, no insured had any knowledge of a claim nor any knowledge of any circumstances which might result in a claim; and the company shall have the right and duty to defend any suit against the Insured seeking damages on account of employee benefit programs liability even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; but the company shall not be obligated to pay any claim or judgment or to defend any suit (1) after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements or (2) which are within the amount of the deductible stated in the schedule

- Continued on next page -

**ADMIRAL GENERAL AGENCY, INC.**  
Managing General Agents

BY: \_\_\_\_\_  
Authorized Representative

AG 0071 (12/74) 04

Admiral000015

<b>ADMIRAL COMPANY</b> HOUSTON, TEXAS		ENDORSEMENT NO. <u>28</u> TO POLICY NO. <u>5.03.0071</u>
NAMED INSURED <u>Columbia Nitrogen</u>		ENDORSEMENT
PRODUCER <u>Loveless and Company</u>		
EFFECTIVE DATE <u>2-1-75 to 2-1-76</u>		

however, the company may, at its option, investigate, negotiate, settle or defend such claims or suits.

**Exclusions**

This insurance does not apply:

- (a) to any dishonest, fraudulent, criminal or malicious act, libel, slander, invasion of privacy, discrimination, or humiliation;
- (b) to bodily injury to, or sickness, disease, or death, of any person, or to injury to or destruction of any tangible property, including the loss of use thereof;
- (c) to the failure of performance of, or breach of contract by, an insurer of the named insured; or the insolvency or other inability of an insurer, the named insured or other person or organization to perform any of its obligations;
- (d) to the insured's failure to comply with any law concerning Workmen's Compensation, unemployment insurance, Social Security or disability benefits or any similar type law;
- (e) to the failure of stock to perform as represented by an insured or any other person or organization for whose acts or omissions the insured is legally liable; or to advice given to an employee to participate or not to participate in stock subscription plans;
- (f) to a negligent act, error or omission insured under the policy to which this coverage part is attached (or any other endorsement attached to such policy) or which would have been insured under such policy or endorsement but for the exhaustion of the limits of liability thereunder.

**II. Persons Insured.**

The unqualified word "insured", wherever used herein, includes not only the insured named in the Declarations but also any partner, executive officer, director, stockholder or employee thereof, provided such employee is authorized to act in the administration of the named insured's employee benefit programs.

**III. Limits of Liability: Deductible**

The limit of liability stated in the schedule as applicable to "each claim" is the limit of the company's liability for all damages incurred on account of any single claim insured

- Continued on next page -

**ADMIRAL GENERAL AGENCY, INC.**  
Managing General Agents

BY:   
Authorized Representative

AG 002 0774 1A

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**ADMIRAL GENERAL AGENCY**  
HOUSTON, TEXAS

ENDORSEMENT NO. 5.BB. POLICY NO. 5.EG.U071  
EFFECTIVE DATE 2-1-75 to 2-1-76

INSURED Columbia Nitrogen  
PRODUCER \_\_\_\_\_

**ENDORSEMENT**

Exclusion (g) is added to the Employee Benefits Liability Insurance provided by endorsements 5A, 5B and 5C.

(g) It is hereby agreed and understood that the company shall not be liable to make any payment in connection with any claim made against the insureds which is based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and amendments thereto, or similar provisions of any federal, state or local statutory law or common law.

All other terms and provisions remain unchanged.

**ADMIRAL GENERAL AGENCY, INC.**  
*Managing General Agents*

*[Handwritten Signature]*

BY \_\_\_\_\_  
Authorized Representative

IC 6012 (1/74) IM

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**ADMIRAL** INSURANCE  
**COMPANY**  
 HOUSTON, TEXAS

ENDORSEMENT NO. 50 TO POLICY NO. 5.CG.0071

EFFECTIVE DATE 2-1-75 to 2-1-76

NAMED INSURED Columbia Nitrogen

PRODUCER Loveless and Company

**ENDORSEMENT**

hereunder: ~~The limit of liability stated in the schedule as "aggregate" is, subject to the above provision respecting each claim, the total limit of the company's liability for all damages on account of all claims insured hereunder. The inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.~~

The deductible stated in the schedule shall be deducted from each claim which the insured shall become legally obligated to pay as the result of claims covered under this coverage part, and the limit of the company's liability shall be the difference between such deductible amount and the limit of liability stated in the schedule. All of the terms of this policy apply irrespective of the application of the deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

**IV. Additional Definitions.**

When used in reference to this insurance:

"Employee benefit programs" shall mean group life insurance, group accident and health insurance, profit sharing plans, pension plans, employee stock-subscription plans, Workmen's Compensation, unemployment insurance, Social Security and Disability benefits insurance.

- (b) "Administration," wherever used shall mean:
- (1) giving counsel to employees with respect to the employee benefit program;
  - (2) interpreting the employee benefit program;
  - (3) handling of records in connection with employee benefit program;
  - (4) effecting enrollment, termination or cancellation of employees under the employee benefit programs;

provided all such acts are authorized by the named insured.

**ADMIRAL GENERAL AGENCY, INC.**  
*Managing General Agents*

BY [Signature]  
 Authorized Representative

JA-0012 (1/74) 14

Admiral000018

<b>ADMIRAL INSURANCE COMPANY</b> HOUSTON, TEXAS	ENDORSEMENT NO. <u>6</u> TO POLICY NO. <u>5 CG 0071</u>
	EFFECTIVE DATE <u>2-1-75</u> to <u>2-1-76</u>
NAMED INSURED <u>Columbia Nitrogen</u>	<b>ENDORSEMENT</b>
PRODUCER _____	

**ADDITIONAL INSURED**  
(Employees)

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

1. to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or if the named insured is a partnership or joint venture, any partner or member thereof;
2. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or if the named insured is a partnership or joint venture, any partner or member thereof.
3. It is agreed Exclusion 1. (a) above shall be deleted but only at the request of the named insured.

**ADMIRAL GENERAL AGENCY, INC**  
*Managing General Agents*

BY: *[Signature]*  
Authorized Representative

JA 0012 (2/74) 1A

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<b>ADMIRAL</b> <b>INSURANCE COMPANY</b> HOUSTON, TEXAS	ENDORSEMENT NO. <u>7</u> TO POLICY NO. <u>5 CG 0077</u>
	EFFECTIVE DATE <u>2-1-75 to 2-1-76</u>
NAMED INSURED <u>Columbia Nitrogen</u>	<b>ENDORSEMENT</b>
PRODUCER <u>Loveless and Company</u>	

Non-Owned Watercraft Coverage

1. The exclusion relating to watercraft does not apply to the watercraft described below:
  2. The "Persons Insured" provision includes any person or organization legally responsible for the use of any such watercraft owned by the named insured, provided the actual use thereof is within the permission of the named insured.
  3. The insurance with respect to any watercraft subject to this endorsement does not apply while the watercraft is rented to others or is used for carrying any passenger for a consideration unless this exclusion is stated in the schedule below to be inapplicable.

SCHEDULE

Description & Classification of Watercraft	Rates	Advance Premium
Boats - Private Passenger Motor or Sail - non-owned	Included in Composite Rate	

**ADMIRAL GENERAL AGENCY, INC.**  
 Managing General Agent

BY: *William J. [Signature]*  
 Authorized Representative

JS 0012 0173 114

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<b>ADMIRAL INSURANCE COMPANY</b> HOUSTON, TEXAS	ENDORSEMENT NO. <u>8</u> TO POLICY NO. <u>5 CG 0071</u>
	EFFECTIVE DATE <u>2/1/75 to 2/1/76</u>
NAMED INSURED <u>Columbia Nitrogen</u>	<b>ENDORSEMENT</b>
PRODUCER _____	

AMENDATORY ENDORSEMENT

In consideration of the premium charged it is agreed:

1. Condition 11, "Cancellation" is amended to read "Thirty days (30)," in lieu of "Ten days (10)."
2. Incidental Malpractice coverage is provided.
3. Exclusion (q) (1), (2) and (3) of the Comprehensive General Liability Coverage is deleted.
4. Columbia Nitrogen Corporation Employees Recreation Association (CNCERA), a Georgia Corporation, shall be included as an Additional Insured as respects their operation as a Social Club.
  - (a) However, this insurance shall not apply to bodily injury to any person while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by this Additional Insured.

ADMIRAL GENERAL AGENCY, INC  
*Managing General Agents*

BY: *[Signature]*  
 Authorized Representative

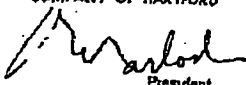
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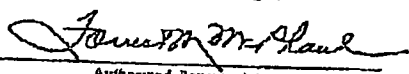
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<b>ADMIRAL INSURANCE COMPANY</b> A TEXAS STOCK COMPANY (herein called "ADMIRAL")		Endorsement No. <u>9</u> To Policy No. <u>5 CG 0071</u> Effective Date <u>2-1-75 to 2-1-76</u>
NAMED INSURED <u>Columbia Nitrogen</u>	<b>ASSUMPTION OF LIABILITY ENDORSEMENT</b>	

THE SECURITY INSURANCE COMPANY OF HARTFORD (herein called "SECURITY"), with respect to the interest of all parties in the policy to which this Endorsement is attached, agrees as follows:

1. In the event that ADMIRAL shall, due to insolvency, fail to pay the amount of any loss which the interested party is entitled to recover under the limits, provisions and stipulations of the policy, SECURITY shall be liable for such amount within 60 days after receipt of written notice from such interested party setting forth the default of ADMIRAL. In no event shall the liability of SECURITY extend to the return of premium. The undersigned covenant that this Endorsement takes precedence over any other agreement, contract or arrangement between them to the extent that SECURITY shall not be subject to duplicate liability because of any payment(s) made under the provisions hereof and they further covenant that this Endorsement shall not be altered or modified while the policy is in force, except as hereinafter provided; that this is a valid and binding contract which they have a right to make and that the persons signing for them below are duly authorized for that purpose.
2. SECURITY shall be subrogated, to the extent of any payment(s) hereunder, to all rights of recovery therefor against any person or organization.
3. Should the policy to which this Endorsement related be cancelled for any reason whatsoever then this Endorsement shall be deemed cancelled concurrently therewith. This Endorsement may also be cancelled by SECURITY by mailing to the Named Insured and to any Mortgagee, Loss Payee or other interested party named in the policy at the address shown therein written notice stating when not less than 10 days thereafter such cancellation shall be effective. Copy of such notice shall also be furnished to ADMIRAL.

SECURITY INSURANCE  
 COMPANY OF HARTFORD  
  
 President

ADMIRAL GENERAL AGENCY, INC  
 Managing General Agents  
  
 Authorized Representative

JG 0010 (1/74) 500

Admiral000022

**ADMIRAL** INURANCE  
**COMPANY**  
HOUSTON, TEXAS

ENDORSEMENT NO. 10 TO POLICY NO. 5 CG 0071  
EFFECTIVE DATE 2-1-75

NAMED INSURED Columbia Nitrogen  
PRODUCER \_\_\_\_\_

**ENDORSEMENT**

ADDITIONAL INSURED

In consideration of the premium charged, it is agreed that Stamicarbon is included as an additional insured as their interest may appear.

**ADMIRAL GENERAL AGENCY, INC**  
*Insurance General Agents*

BY \_\_\_\_\_  
Authorized Representative

IC 0012 (1-7-74) 1A

Authorized Representative \_\_\_\_\_

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10-11-1-100000-100-1000

**ADMIRAL** ★ ★ ★ **INSURANCE COMPANY**  
A TEXAS STOCK COMPANY  
(herein called "ADMIRAL")

ENDORSEMENT

NO. 11 TO POLICY NO. 5 CG 0071  
EFFECTIVE DATE 10-9-75

NAMED INSURED Columbia Nitrogen Corporation

In consideration of the premium charged it is agreed that the "Persons Insured" provision is amended to include as an insured the organization designated below but only with respect to his liability arising out of operations performed by or for said person or organization.

It is further agreed the insurance with respect to such person or organization does not apply to bodily injury or property damage arising out of the rendering of or the failure to render any professional services by or for the named insured, including

- (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
- (b) supervisory, inspection or engineering services.

PERSON OR ORGANIZATION

SIAMA-CARBON

BY Frederick H. Brown  
Authorized Representative

IG 0012 15753 2500

Admiral000024

<b>ADMIRAL</b> ★ ★ ★ <b>INSURANCE COMPANY</b> A TEXAS STOCK COMPANY (herein called "ADMIRAL")	<b>ENDORSEMENT</b> NO. <u>12</u> TO POLICY NO. <u>5 CG 0071</u> EFFECTIVE DATE <u>10/9/75</u>
NAMED INSURED <u>Columbia Nitrogen Corporation</u>	


In consideration of the premium charged it is understood and agreed that Endorsement #10, amending the policy to include an ADDITIONAL INSURED, Stamicarbon, is voided and superceded by endorsement #11.

ALL OTHER PROVISIONS AND STIPULATIONS REMAIN UNCHANGED.

BY Frederick H. Brown  
 Authorized Representative

Mc 0012 (5/75) 2500

Replacing NEW

 <p><b>ADMIRAL</b> INSURANCE COMPANY A STOCK COMPANY (Herein called "The Company")</p>	<p><b>CASUALTY POLICY</b> <b>A - CM 2315</b> <b>DECLARATIONS</b></p>
<p><b>NAMED INSURED</b> Columbia Nitrogen Corp., etal (Refer to Endorsement #1) P.O. Box 1483 Augusta, GA 30903</p> <p><b>MAILING ADDRESS</b></p>	<p><b>POLICY PERIOD:</b> From <u>4/1/81</u> ... To <u>4/1/82</u> ... <small>(At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein.)</small></p>

In consideration of the payment of premium, to reliance upon the statements herein or attached thereto, and subject to all of the terms of this policy, the Company agrees with the Named Insured as follows:

- Item I. **COVERAGE:** Excess Comprehensive General Liability (Including Personal Injury Liability and Blanket Contractual Liability)
- Item II. **INSURED'S RETAINED LIMIT:**
  - a) \$25,000.00 any one occurrence as respects bodily injury, personal injury or property damage or all combined.
- Item III. **ADMIRAL'S LIMIT OF LIABILITY**
  - a) \$500,000.00 any one occurrence as respects bodily injury, personal injury or property damage or all combined.
  - b) \$500,000.00 aggregate.
- Item IV. **PREMIUM:** \$150,000.00 (Refer to Endorsements #2 and 3).
- Item V. **ENDORSEMENTS ATTACHED AT INCEPTION:**
  - No 1- Named Insured
  - No 2- Premium Computation
  - No 3- Premium Adjustment Endorsement
  - No 4- Broad Form Liability Endorsement
  - No 5- Broad Form Vendors
  - No 6- First Legal Liability Coverage Endorsement
  - No 7- Employee Benefits Liability Insurance Endorsement
  - No 8- Notice of Accident Endorsement

Countersigned On: 4/28/81  
At: Haddonfield, NJ

By: Frederic H. Brown  
Authorized Representative

**Ex. B**

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NUCLEAR ENERGY LIABILITY EXCLUSION.

This 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 expiration of its term 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 Supplemental Payments provisions 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 processed, 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 furnishings 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 thereof;

d. As used in this Exclusion:

- (1) "Hazardous properties" include radioactive, toxic, or explosive properties;
- (2) "Nuclear material" means source material, special nuclear material or byproduct material;
- (3) "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;
- (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- (5) "Fuels" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;
- (6) "Nuclear facility" means: (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing, or packaging waste; (c) any equipment or device used for the processing, fabricating or alloying of spent nuclear material if at any time the total amount of such material in the country of the insured at the premises where such equipment or device is located exceeds at 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, barge, excavation, pier, dock or place prepared or used for the storage in liquid of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all provisions used for such operations;
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to sustain a critical mass of fissionable material;
- (8) "Property damage" includes all forms of radioactive contamination of property.

SERVICE OF SUIT

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada and will comply with all orders or process necessary to give such Court jurisdiction and all orders arising hereunder shall be determined in accordance with the law and with the practice of such Court.

It is further agreed that service of process in such suit may be made upon J. Duffell, Senior Vice President, the Company, 89 Madison Avenue, Box 300, Hackensack, New Jersey 07601 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or by the final decision of the Appellate Court in the event of an appeal.

The above named is authorized and directed to a (step) service of process on behalf of the Company in any such suit and/or upon the request of the insured to give a written acknowledgment to the insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America or Province of Canada, which makes provision herefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney-in-fact and may be served any lawful process or any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above-named as the person to whom the said officer is authorized to send a copy thereof.

IN WITNESS WHEREOF, the ADMIRAL INSURANCE COMPANY has caused this policy to be signed by its President and Secretary, but this policy shall not be valid unless countersigned on the declaration page by a duly authorized representative of the Company.

*[Signature]*

Secretary

*[Signature]*

President

Admiral000027

#### INSURING AGREEMENT

Admiral will pay on behalf of the Insured, all sums in excess of the Insured's Retained Limit hereinafter stated, which the Insured shall become legally obligated to pay as damages because of:

- A. Bodily Injury
- B. Personal Injury
- C. Property Damage

to which this policy applies, caused by an occurrence.

#### DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

Admiral shall have the right and opportunity to associate with the Insured in the defense and control of any claim or proceeding arising out of such bodily injury or property damage. In such event the Insured and Admiral shall cooperate fully. Should any occurrence appear likely to exceed the Insured's Retained Limit, no loss expenses or legal expenses shall be incurred on behalf of Admiral without its prior consent. Should the Insured's Retained Limit be exhausted by payment of judgements or settlements because of Bodily Injury, Personal Injury or Property Damage during the period of this policy, Admiral shall pay, in addition to the applicable limit of liability and subject to all the conditions, definitions and terms of this policy, all loss and legal expenses; but Admiral shall not be obligated to pay any claim or judgement or to defend any suit after Admiral's limit of liability has been exhausted by payment of judgements or settlements.

#### INSURED'S RETAINED LIMIT - ADMIRAL'S LIMIT OF LIABILITY

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

With respects to Coverage A, B & C or all combined, Admiral's liability shall be only for the applicable limit of liability in excess of the Insured's Retained Limit as specified in Item II(a) of the Declarations as the result of any one occurrence, and then for an amount not exceeding the amount specified in Item III(a) of the Limits of Liability section of the Declarations as the result of any one occurrence.

There is no limit to the number of occurrences during the policy period for which claims may be made, except that as respects (1) Coverage A, the total liability of Admiral arising out of either the products hazard or the completed operations hazard, or both combined, because of all occurrences during each policy year shall not exceed the amount specified in Item III(b) of the Limits of Liability section of the Declarations (2) Coverage B, the total liability of Admiral for all damages because of all personal injury to which this coverage applies shall not exceed the limit of personal injury liability stated in Item III(b) of the Declarations as aggregate (3) Coverage C, the total liability of Admiral for all damages because of all property

Admiral000028

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damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in Item III(b) of the Declarations as "aggregate".

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

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

For the purpose of determining the limit of Admiral's liability, all damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### POLICY TERRITORY

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury, personal injury, or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respects to damages because of bodily injury, personal injury, or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory.

#### PERSONS OR ENTITIES INSURED

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

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

- (b) if the Named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respects to his liability as such;
- (c) if the Named Insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the Named Insured) or organization while acting as real estate manager for the Named Insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law, (i) an employee of the Named Insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the Named Insured any such equipment registered in the name of the Named Insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an Insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the Named Insured or the employer of any person described in subparagraph (i).

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

#### EXCLUSIONS

This policy does not apply:

- (a) to liability assumed by the Insured under any contract or agreement except:
  - (1) an incidental contract, or
  - (2) oral or written contracts requiring indemnification of the indemnitee for all occurrences arising out of the indemnitor's operations excluding only:
    - (aa) the liability of the indemnitee resulting from his sole negligence;
    - (bb) contracts requiring indemnification of a railroad;
    - (cc) (1) if the Insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of professional services performed by such Insured, including (i) the opinions, reports, surveys, change orders, designs or specifications, and (ii) supervisory, inspection or engineering services; (2) if the indemnitee of the Insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of (i) the preparation

or approval of maps, drawings, opinions, reports, surveys; change orders, designs or specifications, or (ii) the giving of or failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

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

The following exclusions also apply to contractual liability assumed by the Insured under any agreement relating to construction operations.

This insurance does not apply:

- (ee) to bodily injury or property damage arising out of construction maintenance or repair of watercraft or loading or unloading thereof;
  - (ff) to bodily injury or property damage arising out of operations, within fifty feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
  - (gg) to bodily injury or property damage included within the completed operations hazard or the products hazard.
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any Insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any Insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Named Insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any Insured;
  - (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
  - (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any Insured;
  - (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any Insured, or (2) any other watercraft operated by any person in the course of his employment by any Insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Named Insured;

- (i) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (k) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the Insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury, personal injury, or property damage for which the Insured or his indemnitee may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed (1) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the Insured or his indemnitee as an owner or lessor described in (2) above;
- (l) to any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to property damage to (1) property owned or occupied by or rented to the Insured, (2) property used by the Insured, or (3) property in the care, custody or control of the Insured or as to which the Insured is for any purpose, exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the Named Insured;
- (k) to property damage to premises alienated by the Named Insured arising out of such premises or any part thereof;
- (l) to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement, or (2) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured;
- (m) to property damage to the Named Insured's products arising out of such products or any part of such products;

- (n) to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (o) to damage claimed for the withdrawal, inspection, repair, replacement, or loss of use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (p) to personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any Insured;
- (q) to personal injury arising out of any publication or utterance described in part (2) of the definition of Personal Injury, if the first injurious publication or utterance of the same or similar material by or on behalf of the Named Insured was made prior to the effective date of this insurance;
- (r) to personal injury arising out of a publication or utterance described in part (2) of the definition of Personal Injury, concerning any organization or business enterprise, or its products or services made by or at the direction of any Insured with knowledge of the falsity thereof.

#### DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" 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;

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

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the Insured under an incidental contract;

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

- (1) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in ADMIRAL'S manual specifies "including completed operations";

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

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the Named Insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the Insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

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

"Insured's Retained Limit" means the sum actually paid or payable in cash in the settlement or satisfaction of losses for which the Insured is liable either by adjudication or compromise with the written consent of ADMIRAL, after making proper deduction for all recoveries and salvages collectible, and includes all loss expenses and legal expenses (as defined below) and excludes all salaries of employees and office expenses of the Insured, ADMIRAL or any underlying insurer so incurred;

"legal expenses" means attorneys' fees, all costs taxed against the Insured in any suit, all interest on the amount of any judgement therein which accrues after entry of judgement and before ADMIRAL has paid or tendered or deposited in court that part of the judgement which does not exceed the limit of ADMIRAL'S liability, but excludes all salaries of employees, clerical office expenses and general retainer fees for counsel normally paid by the Insured.

"loss expenses" means the sums incurred by or on behalf of the Insured in the investigation, adjustment and settlement of claims or suits prior to the commencement of court trial proceedings;

"mobile equipment" means an land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the Named Insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"Named Insured" means the person or organization named in the Declarations of this policy;

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

"personal injury" means (1) false arrest, detention or imprisonment, or malicious prosecution or, (2) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Named Insured or; (3) wrongful entry or eviction, or other invasion of the right of private occupancy;

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

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been

physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the Insured under an incidental contract.

#### CONDITIONS

##### 1. Premium

The premium for this policy is stated on Endorsement No. 2.

##### 2. Inspection and Audit

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

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

##### 3. Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) Upon the Insured becoming aware of any alleged bodily injury or property damage to which this insurance applies, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the Insured to ADMIRAL or any of its authorized representatives as soon as practicable.
- (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to ADMIRAL'S authorized representative every demand, notice, summons or other process received by him or his representative.
- (c) The Insured shall cooperate with ADMIRAL and, upon ADMIRAL'S request, assist in making settlement, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this policy; and the Insured shall

attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense.

4. Appeals

In the event the Insured or the Insured's underlying insurer elects not to appeal a judgement in excess of the retained limit, ADMIRAL may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of ADMIRAL exceed the amount specified in the Limits of Liability section of this policy plus the taxable costs, disbursements and interest incidental to such appeal.

5. Action Against ADMIRAL

No actions shall lie against ADMIRAL unless, as a condition precedent thereto, the Insured shall have fully complied with the terms of this policy, nor until the amount of the Insured's obligation to pay an amount in excess of the retained limits shall have been finally determined either by judgement against the Insured after actual trial or by written agreement of the Insured, the claimant and ADMIRAL. The Insured shall make a definite claim for any loss in which ADMIRAL may be liable within a reasonable time after such final determination. If any subsequent payments are made by the Insured on account of the same occurrence, the Insured shall make additional claims from time to time and these claims shall be payable within thirty (30) days after proof in conformity with this policy. Any person or organization or the legal representative thereof who has secured such judgement or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join ADMIRAL as a co-defendant in any action against the Insured to determine the Insured's liability.

Bankruptcy or insolvency of the Insured shall not relieve ADMIRAL of any of its obligations hereunder.

6. Other Insurance with ADMIRAL

If collectible insurance under any other policy of ADMIRAL is available to the Insured, covering a loss also covered hereunder, ADMIRAL'S total liability shall in no event exceed the greater or greatest limit of liability applicable to such loss under this or any other such policy provided, however, this does not apply to insurance with ADMIRAL which is written as underlying insurance or which is written as excess insurance over the limit provided in this policy.

7. Other Insurance not with ADMIRAL

If collectible insurance with any other insurer is available to the Insured covering a loss also covered hereunder the insurance hereunder shall be in excess of, and not contribute with, such other insurance provided, however, this does not apply to insurance which is written as excess insurance over the limit provided in this policy.

8. Subrogation

In the event of any payment under this policy, ADMIRAL shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the Insured's) having paid an amount in excess of the retained limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. ADMIRAL shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Insured or any underlying insurer, as their interest may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by ADMIRAL, it shall bear the expenses thereof.

9. Changes

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

10. Assignment

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

11. Three Year Policy

If this policy is issued for a period of three years any limit of ADMIRAL'S liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

12. Cancellation

This policy may be cancelled by the Named Insured by surrender thereof to ADMIRAL'S authorized representative or by mailing to ADMIRAL'S authorized representative written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by ADMIRAL by mailing to the Named Insured at the address shown in this policy, written notice stating when not less than 60 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice

shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by ADMIRAL shall be equivalent to mailing.

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

13. Declarations

By acceptance of this policy, the Named Insured agrees that the statements in the Declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and ADMIRAL or any of its representatives relating to this insurance.

INSURING COMPANY <u>Admiral Insurance Company</u> <small>(herein called "the Company")</small>	<b>ENDORSEMENT</b> NO <u>1</u> TO POLICY NO <u>AICM2315</u> EFFECTIVE DATE <u>4/1/81</u>
NAMED INSURED <u>Columbia Nitrogen Corp., etal</u>	NAMED INSURED

Columbia Nitrogen Corporation; Nippo, Inc.  
DSM; Synres Chemical Corporation, Goston  
Chemical and Daniel Products, and any owned,  
controlled managed, or subsidiary companies  
or corporations as their respective interest  
may appear and/or named joint venture and/or  
partnerships limited to the insured's interest,  
in which any of the above mentioned are  
engaged, either as a participant therein or  
as a manager thereof or both.

BY *Frederick H. Brown*  
Authorized Representative

FC-202 & 2021

Admiral000040

2016-001140 Record on Appeal 1342

INSURING COMPANY <u>Admiral Insurance Company</u> <small>(Herein called "the Company")</small>	<b>ENDORSEMENT</b> NO <u>2</u> TO POLICY NO. <u>ADM2315</u> EFFECTIVE DATE <u>4/1/81</u>
NAMED INSURED <u>Columbia Nitrogen Corp., etal</u>	<b>PREMIUM COMPUTATION</b>

A - The premium for this policy shall be based upon the remuneration of the Insured during the policy period from all operations. Upon expiration of the policy period, or if sooner terminated, the actual amount of remuneration during such period shall be exhibited to ADMIRAL as provided in Condition 2 hereof, and the earned premium shall be computed thereon at the rate stipulated below. Such earned premium shall immediately become due and payable to ADMIRAL. The advance premium is based upon the estimated remuneration for the period as stated herein. If the earned premium thus computed is more than the advance premium paid, the Named Insured shall immediately pay the excess to ADMIRAL; if less, ADMIRAL shall receive and retain the applicable minimum premium stated below.

B - When used as a premium basis, "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the COMPANY.

C - PREMIUM COMPUTATION

Estimated Remuneration	Rate per \$100. of Remuneration	Total Advance Premium
\$30,000,000.00	\$ .50	\$150,000.00 (Refer to End'r. #5)

Minimum Annual Premium \$150,000.00 for each twelve (12) months of the policy period.

In the event of cancellation by the Named Insured, ADMIRAL shall receive and retain not less than \$ B/A as the Minimum Premium.

D - AUDIT PERIOD - ANNUAL

BY: Frederick H. Brown  
Authorized Representative

JG 0012 A (5/81)

Admiral000041

INSURING COMPANY <u>Admiral Insurance Company</u> <small>(hereinafter called "the Company")</small>	<b>ENDORSEMENT</b> NO. <u>7</u> TO POLICY NO. <u>AIC2315</u> EFFECTIVE DATE <u>4/1/81</u>
NAMED INSURED <u>Columbia Nitrogen Corp., etal</u>	<b>PREMIUM ADJUSTMENT ENDORSEMENT</b>

It is hereby understood and agreed that the premium for this policy shall be paid in installments as follows:

4/1/81 - \$45,000.00

6/1/81 - \$35,000.00

8/1/81 - \$35,000.00

10/1/81 - \$35,000.00

BY: *Fredrick H. Brown*  
Authorized Representative

JC0512 & (11/17)

Admiral000042

2016-001140 Record on Appeal 1344

		<b>ENDORSEMENT</b>	
INSURING COMPANY Admiral Insurance Company <small>(herein called "the Company")</small>	NO. <u>6</u>	TO POLICY NO. <u>AICH2315</u>	
	EFFECTIVE DATE <u>4/1/81</u>		
NAMED INSURED Columbia Nitrogen Corp., etal		BROAD FORM LIABILITY ENDORSEMENT (Page 1 of 4)	

Such insurance as is afforded by the policy for Comprehensive General Liability is amended to include the following additions and extensions of coverage:

**I. ADDITIONAL INSURED - EMPLOYEES**

The "Persons Insured" provision is amended to include any employee of the Named Insured while acting within the scope of his duties as such but the insurance afforded to such employee does not apply:

1. to bodily injury to (a) another employee of the Named Insured arising out of or in the course of his employment or (b) the Named Insured or, if the Named Insured is a partnership or joint venture, any partner or member thereof;
2. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the Named Insured or (b) the Named Insured or, if the Named Insured is a partnership or joint venture, any partner or member thereof;
3. to injury to which Incidental Malpractice Coverage, Section VI. of this endorsement, applies.

**II. BROAD FORM PROPERTY DAMAGE (Including Completed Operations)**

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

- A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the Insured or in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control and (2) work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (y) and (z):
  - (y) to property damage
  - (1) to property owned or occupied by or rented to the Insured, or except with respect to the use of elevators, to property held by the Insured for sale or entrusted to the Insured for storage or safekeeping,

BY: *Frederick H. Brown*  
Authorized Representative

JACOBS A 1883

Admiral000043

INSURING COMPANY Admiral Insurance Company <small>(Herein called "the Company")</small>	ENDORSEMENT NO. 4 (con't) TO POLICY NO. A1CM2315 EFFECTIVE DATE 4/1/81
NAMED INSURED Columbia Nitrogen Corp., etal	Page 2 of 4

- (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
  - (a) property while on premises owned by or rented to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured,
  - (b) tools or equipment while being used by the Insured in performing his operations,
  - (c) property in the custody of the Insured which is to be installed, erected or used in construction by the Insured,
  - (d) that particular part of any property, not on premises owned by or rented to the Insured,
    - (i) upon which operations are being performed by or on behalf of the Insured at the time of the property damage arising out of such operations, or
    - (ii) out of which any property damage arises, or
    - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the Insured;

(2) with respect to the completed operations hazard, to property damage to work performed by the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

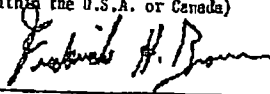
B. The insurance afforded hereby shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the Insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

III. WATERCRAFT NON-OWNERSHIP (UNDER 26 FEET IN LENGTH)

It is agreed that the policy exclusion relating to the ownership, maintenance, operation, use, loading or unloading of watercraft shall not apply to any watercraft under 26 feet in length provided such watercraft is not owned by the Named Insured and is not being used to carry persons for a charge.

The insurance afforded hereby shall be excess insurance over any other valid and collectible insurance available to the Insured.

IV. WORLDWIDE LIABILITY COVERAGE (Claims or Suits Brought Within the U.S.A. or Canada)

BY:   
 Authorized Representative

JOHN A. GRIFFIN

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INSURING COMPANY Admiral Insurance Company <small>(herein called "the Company")</small>	<b>ENDORSEMENT</b> NO. 4 (con't) TO POLICY NO. A1CH2315 EFFECTIVE DATE 4/1/81
NAMED INSURED Columbia Nitrogen Corp., etal	Page 3 of 4

It is agreed that the definition of policy territory is amended to read as follows:

"policy territory" means:

- (1) the United States of America, its territories or possessions or Canada, or
- (2) international waters or air space, provided the bodily injury, personal injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or,
- (3) anywhere in the world with respect to damages because of bodily injury or property damage covered by this insurance, but only as respects claims or suits brought within the United States of America, its territories or possessions, or Canada.

V. AUTOMATIC COVERAGE - NEWLY ACQUIRED ENTITIES (90 DAYS)

The word Insured shall include any entity which is acquired or formed after the effective date of this endorsement by any Named Insured and over which such Named Insured maintains ownership or financial control, provided this insurance does not apply to bodily injury or property damage with respect to which such a new Insured under this policy is also an Insured under any other liability or indemnity policy or would be an Insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such entity is acquired or formed by such Named Insured unless this policy is endorsed to include such new Insured as a Named Insured effective as of the date of such acquisition.

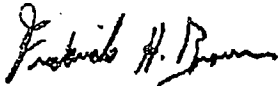
VI. INCIDENTAL MALPRACTICE COVERAGE

It is agreed that the definition of "bodily injury" is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render during the policy period, the following services:

- (a) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

BY:   
Authorized Representative

AD001 A (5/81)

Admiral000045

INSURING COMPANY..... <u>Admiral Insurance Company</u> <small>(herein called "the Company")</small>	ENDORSEMENT NO <u>4 (am't)</u> TO POLICY NO. <u>A1CM2115</u> EFFECTIVE DATE <u>4/1/81</u>
NAMED INSURED ..... <u>Columbia Nitrogen Corp., etal</u>	Page 4 of 4

- (1) expenses incurred by the Insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of providing any of the services described under (a) and (b) above, but this exclusion does not apply to nurses employed by the Insured or first aid administered by an employee of the Insured;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under (a) and (b) above.

**VII. HOST LIQUOR LIABILITY**

The exclusion contained in the policy with respect to the manufacturing, distributing, selling or serving alcoholic beverages does not apply to bodily injury or property damage arising out of serving or giving to alcoholic beverages by or on behalf of the Named Insured provided the Named Insured is not a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or is not an owner or lessor of premises used for such purposes.

**VIII. EXTENDED BODILY INJURY COVERAGE**

The definition of occurrence includes any intentional act by or at the direction of the Insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

BY: *Fredrick H. Brown*  
Authorized Representative

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INSURING COMPANY Admiral Insurance Company <small>(herein called "the Company")</small>	<b>ENDORSEMENT</b> NO. 5 TO POLICY NO A1C42315 EFFECTIVE DATE 4/1/81
NAMED INSURED Columbia Nitrogen Corp., etal	BROAD FORM VENDORS

It is agreed that the "Persons Insured" provision is amended to include any persons or organization designated below (herein referred to as "vendor"), as an Insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the Named Insured's products designated below subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
  - (a) any express warranty unauthorized by the Named Insured;
  - (b) bodily injury or property damage arising out of
    - (i) any physical or chemical change in the form of the product made intentionally by the vendor,
    - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
    - (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
    - (iv) products which after distribution or sale by the Named Insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
  
2. The insurance does not apply to any person or organization, as Insured, from whom the Named Insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

SCHEDULE

<u>VENDOR(S)</u>	<u>PRODUCTS</u>
All Vendors	Various

BY: *Frederick H. Brown*  
Authorized Representative

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