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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge

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

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.

APPENDIX - VOLUME VI

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED
OCT 19 2016
SC 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

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 5 OF 6

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON PCS NITROGEN, INC., ☐ Plaintiff(s), Versus CONTINENTAL CASUALTY COMPANY, *et al.*, ☒ Defendant(s). check box above indicating submitting party	)	IN THE COURT OF COMMON PLEAS CASE NO. 11-CP-10-387 **THE ACE DEFENDANTS' NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT**

Plaintiff's attorney:	Defendant's attorney:
Wm. Howell Morrison, Esquire Haynsworth Sinkler Boyd, P.A. 134 Meeting Street, 3rd Floor/P.O. Box 340 Charleston, SC 29402 P: 843.722.3366/F: 843.722.2266	Robert H. Hood, Jr. (SC #13491) HOOD LAW FIRM, LLC 172 Meeting Street/P.O. Box 1508 Charleston, SC 29402 P: 843-577-4435/F: 843-722-1630

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTION I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II AND III)**

SECTION I: Hearing Information

Nature of Motion: Motion for Summary Judgment
Estimated Time Needed: 15 Minutes Court Reporter Needed: YES ☒/ NO ☐

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Robert H. Hood 8/13/15

Signature of Attorney for ☐Plaintiff/☒Defendant Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $25
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ 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, SCRCP)
☐ 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: _____
☐ Other:

JUDGE'S SECTION

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

_____
JUDGE
CODE: _____ DATE: _____

CLERK'S VERIFICATION

DATE FILED

Collected by: _____
(print name)

☐ MOTION FEE COLLECTED: _____
☐ CONTESTED–AMOUNT DUE: _____

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	:	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	C.A. NO.: 11-CP-10-387

PCS NITROGEN, INC.,

Plaintiff,

v.

CONTINENTAL CASUALTY COMPANY, *et al.*,

Defendants.

THE ACE DEFENDANTS' NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT

FILED
2015 AUG 13 PM 3:59
JULIE J. ARMSTRONG
CLERK OF COURT

PLEASE TAKE NOTICE that, within ten days hereof, or as soon as may be heard by the Court, the ACE Defendants[1] will move for an Order, pursuant to South Carolina Rule of Civil Procedure 56, granting them summary judgment and dismissing this action with prejudice, on the grounds set forth in:

- Defendant Continental Casualty Company's Motion for Summary Judgment Based on Corporate Succession and supporting Memorandum of Law;
- Defendants United States Fire Insurance Company (with respect to policy no. 5401893627) and Continental Casualty Company's Motion for Summary Judgment regarding the "pollution exclusion" and supporting Memorandum of Law; and
- the supporting Memorandum of Law attached hereto.

The foregoing submissions are incorporated herein by reference. The ACE Defendants reserve the right to offer additional submissions, authorities, and memoranda in support of this Motion at the hearing thereon.

[1] The "ACE Defendants" are: (a) United States Fire Insurance Company (with respect to policy nos. GLA 284022 and GLA 540 079751 7) ("ACE/US Fire"); (b) ACE Property & Casualty Insurance Company, formerly known as CIGNA Property & Casualty Insurance Company, formerly known as Aetna Insurance Company ("ACE P&C"); and (c) Century Indemnity Company, as successor to CIGNA Specialty Insurance Company, formerly known as California Union Insurance Company ("Cal Union"), and as successor to CCI Insurance Company, as successor to Insurance Company of North America ("INA") (collectively, "Century").

Respectfully submitted,

HOOD LAW FIRM LLC

Dated: August 13, 2015

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CERTIFICATE OF SERVICE

I certify that on this date a copy of the foregoing was served on each party or counsel of record by ☐ mailing, ☒ e-mailing, ☐ facsimile, or ☐ hand delivery in the manner prescribed by the applicable Rule of Civil Procedure.

This 13 day of August, 2015.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	:	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	C.A. NO.: 11-CP-10-387

FILED
2015 AUG 13 PM 3:54
JULIE J. ARMSTRONG
CLERK OF COURT

PCS NITROGEN, INC.,

Plaintiff,

v.

CONTINENTAL CASUALTY COMPANY, *et al.*,

Defendants.

THE ACE DEFENDANTS' MEMORANDUM OF LAW IN SUPPORT OF THEIR MOTION FOR SUMMARY JUDGMENT

The ACE Defendants respectfully submit this Memorandum of Law in support of their Motion for Summary Judgment. The grounds for this Motion are set forth below and in:

- Defendant Continental Casualty Company's Motion for Summary Judgment Based on Corporate Succession and supporting Memorandum of Law (the "Corporate Succession Motion"); and
- Defendants United States Fire Insurance Company (with respect to policy no. 5401893627) and Continental Casualty Company's Motion for Summary Judgment regarding the "pollution exclusion" and supporting Memorandum of Law (the "Pollution Exclusion Motion")

The foregoing submissions are incorporated herein by reference, and the ACE Defendants join in the relief sought therein.[2]

I. FACTUAL BACKGROUND

PCS seeks coverage under the following primary and excess insurance policies issued or allegedly issued by the ACE Defendants to Columbia Nitrogen Corporation ("Old CNC").

[2] Except where indicated herein, capitalized terms have the same meaning assigned in the Corporate Succession Motion and the Pollution Exclusion Motion.

A. **Primary Policies**

1. **The ACE/US Fire Policies**

United States Fire Insurance Company ("US Fire") issued the following primary insurance policies:

- policy number GLA 284022 for the policy period February 1, 1976 to April 1, 1977; and
- policy number GLA 5400797517 for the policy period April 1, 1977 to April 1, 1978

(together, the "ACE/US Fire Policies"). Copies of the ACE/US Fire Policies are attached hereto as Exhibits 1 and 2.

The ACE/US Fire Policies define the "named insureds" as "COLUMBIA NITROGEN CORPORATION, NIPRO, INC., COLUMBIA COMMUNICATIONS, INC." Ex. 1 at USW00001; Ex. 2 at USW00022. The ACE/US Fire Policies contain an insuring agreement that provides the following scope of coverage, subject to all of the policies' terms, conditions and exclusions:

> I COVERAGE A – BODILY INJURY LIABILITY
> COVERAGE B – PROPERTY DAMAGE LIABILITY
>
> The company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of
>
> A. bodily injury or
>
> B. property damage
>
> to which this insurance applies, caused by an occurrence and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to

defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Ex. 1 at USW00007; Ex. 2 at USW00030.

The ACE/US Fire Policies contain an "assignment" condition, which states, in pertinent part:

> 9. Assignment: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon . . . .

Ex. 1 at USW00004; Ex. 2 at USW00025.

The ACE/US Fire Policies contain a "no action" condition, which states, in pertinent part:

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

Ex. 1 at USW00004; Ex. 2 at USW00025.

The ACE/US Fire Policies contain the following "pollution exclusion":

> This insurance does not apply:
>
> * * *
>
> (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[.]

Ex. 1 at USW00007; Ex. 2 at USW00030.

The ACE/US Fire Policies do not contain an endorsement evidencing ACE/US Fire's consent to any purported assignment of interest under the policies, and there is no evidence that ACE/US Fire was asked for or provided any form of such consent.

2. The Confirmed and Alleged ACE P&C Policies

PCS alleges that ACE P&C issued primary insurance policies to Old CNC from 1966 to 1973. *See* Third Am. Compl. ¶ 1, 20.[3] ACE P&C has confirmed the existence of certain of those policies, but not others. As discussed below, however, PCS does not dispute that, if the unconfirmed policies were actually issued (which ACE P&C does not concede), they would have contained provisions at issue in this motion.[4]

a) The Confirmed ACE P&C Policies

ACE P&C issued the following primary insurance policies:

- policy number CG 268080 for the policy period January 1, 1970 to January 1, 1971 (the "1970 ACE P&C Policy");
- policy number CG 350259 for the policy period January 1, 1971 to January 1, 1972 (the "1971 ACE P&C Policy"); and
- policy number CG 140305 for the policy period January 1, 1972 to January 1, 1973 (the "1972 ACE P&C Policy")

(collectively, the "Confirmed ACE P&C Policies").

ACE P&C has located copies of the 1970 ACE P&C Policy and the 1971 ACE P&C Policy, which are attached hereto as Exhibits 3 and 4. The 1970 ACE P&C Policy contains an endorsement that defines the "named insureds" as:

> COLUMBIA NITROGEN CORPORATION
> COLUMBIA NIPRO CORPORATION AND/OR
> FIDELITY CONSTRUCTION AND MAINTENANCE COMPANY,
> COLUMBIA DIVISION, AND/OR ANY OWNED, CONTROLLED,

[3] A copy of the Third Amended Complaint is attached as Exhibit 3 to the Corporate Succession Motion.

[4] ACE P&C does not waive, but rather expressly preserves, all of its rights with respect to whether PCS has met its burden of proving the existence, terms and conditions of the alleged ACE P&C policies.

AFFILIATED, OR SUBSIDIARY COMPANY OR CORPORATION,
AS THEIR INTERESTS MAY APPEAR.

Ex. 3 at ACE00002. The 1971 ACE P&C Policy contains a substantially similar endorsement. *See* Ex. 4 at ACE00033.

The 1970 ACE P&C Policy and the 1971 ACE P&C Policy both contain an insuring agreement materially identical to the one quoted above from the ACE/US Fire Policies. *See* Ex. 3 at ACE00001; Ex. 4 at ACE00020. In addition, the 1971 ACE P&C Policy contains an "assignment" condition (*id.* at ACE00016), a "no action" condition (*id.* at ACE00016) and a "pollution exclusion" (*id.* at ACE00032), all of which are substantially the same as those quoted above from the ACE/US Fire Policies. The copy of the 1970 ACE P&C Policy is missing the page or pages that would contain an "assignment" condition and a "no action" condition. PCS, however, does not dispute that the 1970 ACE P&C Policy had the same conditions that are contained in the 1971 ACE P&C Policy.[5]

ACE P&C has not located a copy of the 1972 ACE P&C Policy. PCS, however, does not dispute that the policy includes the same "named insured" endorsement, insuring agreement, "assignment" condition, "no action" condition and pollution exclusion that are contained in the 1971 ACE P&C Policy. In particular, PCS served a Second Set of Requests to Admit on ACE P&C (attached hereto as Exhibit 6), which asked ACE P&C to admit that the "terms, conditions and other policy provisions" from the 1971 policy were also applicable with respect to the 1972 policy. Ex. 6 at Request No. 2.

[5] Specifically, PCS served a First Set of Requests to Admit on ACE P&C (attached hereto as Exhibit 5), which asked ACE P&C to admit that the definitions and conditions from the 1971 ACE P&C Policy were the "standard form" definitions and conditions used by ACE P&C in its general liability policies when the 1970 policy was issued. *See* Ex. 5 at Request No. 6. Thus, PCS is essentially asserting that the 1970 policy contained the same conditions as the 1971 policy.

The Confirmed ACE P&C Policies do not contain an endorsement evidencing ACE P&C's consent to any purported assignment of interest under the policies, and there is no evidence that ACE P&C was asked for or provided any form of such consent.

b) The Alleged ACE P&C Policies

PCS also seeks coverage under primary insurance policies that ACE P&C allegedly issued to Old CNC between January 1, 1966 and January 1, 1970 (the "Alleged ACE P&C Policies"). *See* Third Am. Compl. ¶¶ 1, 20. PCS has not located copies of the Alleged ACE P&C Policies. *See id.* ¶ 21. Nor has ACE P&C found copies. Nevertheless, PCS does not dispute that, if the Alleged ACE P&C Policies were actually issued, they would have an insuring agreement, an "assignment" condition and a "no action" condition that are materially identical to the ones contained in the 1971 ACE P&C Policy (which, as noted, are substantially the same as those contained in the ACE/US Fire Policies).[6]

According to its Third Amended Complaint, PCS has provided ACE P&C with "evidence" of the Alleged ACE P&C Policies, including "corporate insurance summaries and excess policies which schedule" the Alleged ACE P&C Policies. Third Am. Compl. ¶ 21. None of that supposed "evidence," however, includes an endorsement showing ACE P&C's consent to any purported assignment of interest under the Alleged ACE P&C Policies or any other proof that ACE P&C was asked for or provided any form of such consent.

[6] Specifically, attached as Exhibits A and B to PCS's First Requests to Admit were policy forms that had been produced in discovery in this matter. Those policy forms contain an insuring agreement (Exhibit B thereto at PCS_INS 0136149), an "assignment" condition (Exhibit A thereto at PCS_INS 0136146-47) and a "no action" condition (Exhibit A thereto at PCS_INS 0136146), all of which are substantially the same as the provisions contained in the 1971 ACE P&C Policy. PCS asked ACE P&C to admit that these provisions were "standard form" provisions used by ACE P&C in its general liability policies beginning on October 1, 1966. *See* Ex. 5 hereto at Request Nos. 1, 2 and 8.

B. Excess Policies

1. The Century/Cal Union Policies

Century issued the following excess insurance policies:

- policy number ZCX 006189 for the policy period April 1, 1982 to April 1, 1983; and
- policy number ZCX 006515 for the policy period April 1, 1983 to April 1, 1984

(together, the "Century/Cal Union Policies"). Copies of the Century/Cal Union Policies are attached hereto as Exhibits 7 and 8.

The Century/Cal Union Policies define the "named insureds" as "COLUMBIA NITROGEN CORPORATION, ET AL. (PER UNDERLYING POLICIES)." Ex. 7 at PCS_INS 0038270; Ex. 8 at PCS_INS 0038283. The Century/Cal Union Policies provide that, subject to certain exceptions, they are to pay excess loss on behalf of the insured in accordance with the applicable insuring agreements, exclusions and conditions of the designated underlying insurance as specified in the declarations – in other words, the Century/Cal Union Policies are "follow form" policies. *See* Ex. 7 at PCS_INS 0038271; Ex. 8 at PCS_INS 0038284. The declarations of the Century/Cal Union Policies identify insurance policies issued by Protective National Insurance Company ("Protective National") as Designated Underlying Insurance (the "Protective National Policies").[7] *See* Ex. 7 at PCS_INS 0038270; Ex. 8 at PCS_INS 0038283. Copies of the Protective National Policies are attached hereto as Exhibits 9 and 10.

[7] PCS's Third Amended Complaint does not name Protective National as a defendant and alleges that the company is believed to be insolvent. *See* Third Am. Compl. ¶ 31. The Century/Cal Union Policies provide that the underlying insurance must be maintained as a condition of coverage, and that the Century/Cal Union Policies attach only upon proper and complete exhaustion of the applicable underlying policy limits. In the event the Court denies the instant Motion as to the Century/Cal Union Policies, Century reserves all of its rights with respect to (1) whether the Protective National Policies have been properly maintained and (2) whether the applicable limits of the Protective National Policies have been properly and completely exhausted.

The Protective National Policies define the "named insureds" as:

> Columbia Nitrogen Corporation; Nipro, Inc.; DSM; DSM North America; 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 and/or partnerships in which any of the above mentioned are engaged, either as a participant therein or as a manager thereof or both.

Ex. 9 at PCS_INS 0038665 and PCS_INS 0038676; Ex. 10 at PCS_INS 00038777. The latter Protective National Policy (effective April 1, 1983 to April, 1, 1984) also identifies "Forton Inc." and "Urachem, Inc." as "named insureds." Ex. 10 at PCS_INS 0038777 and PCS_INS 0038780.

The Protective National Policies contain an insuring agreement that states, in pertinent part:

> I. COVERAGE. The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of liability
>
> (a) imposed upon the Insured by law, or
>
> (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, 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:
>
> (1) personal injury,
>
> (2) property damage,
>
> (3) advertising liability,
>
> caused by or arising out of an occurrence, occurring anywhere in the world.
>
> * * *

Ex. 9 at PCS_INS 0038662; Ex. 10 at PCS_INS 0038758.

The Protective National Policies contain an "assignment" condition that is substantially identical to those quoted above from the ACE/US Fire Policies. *See* Ex. 9 at PCS_INS 0038664; Ex. 10 at PCS_INS 00038757. In addition, the Protective National Policies contain a condition that states:

> J. 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 12 months after the Insured shall have paid an amount of ultimate net loss in excess of the underlying limits 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.

Ex. 9 at PCS_INS 0038664; Ex. 10 at PCS_INS 00038757. By virtue of their "follow form" provisions, the Century/Cal Union Policies incorporate these provisions.

The Protective National Policies contain an endorsement that states:

> 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.
>
> NOTHING HEREIN SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED[.]

Ex. 9 at PCS_INS 0038674; Ex. 10 at PCS_INS 0038769.

The Schedule of Underlying Insurance Policies contained in the Protective National Policies identifies comprehensive general liability insurance policies issued by Admiral Insurance Company ("Admiral"). *See* Ex. 9 at PCS_INS 0038661; Ex. 10 at PCS_INS 0038756. Copies of these underlying policies (the "Admiral Policies") are attached hereto as Exhibits 11 and 12. The Admiral Policies contain a pollution exclusion materially identical to the one quoted above from the ACE/US Fire Policies. *See* Ex. 11 at PCS_INS 0037613; Ex. 12 at PCS_INS 0037720. By virtue of their "follow form" provisions, the Century/Cal Union Policies incorporate this pollution exclusion.[8]

The Century/Cal Union Policies do not contain an endorsement evidencing Century's consent to any purported assignment of interest under the policies, and there is no evidence that Century was asked for or provided any form of such consent.

C. The Century/INA Policy

Century issued excess insurance policy number XBC 154369 for the policy period April 1, 1984 to April 1, 1985 (the "Century/INA Policy").[9] A copy of the Century/INA Policy is attached hereto as Exhibit 13. (The ACE/US Fire Policies, the Confirmed ACE P&C Policies,

[8] The Protective National Policies contain an exclusion for "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." Ex. G at PCS_INS 0038663; Ex. H at PCS_INS 0038759. This type of exclusion is referred to as an "absolute" pollution exclusion because, unlike the "qualified" pollution exclusion quoted above, it is not subject to an exception for discharges, dispersals, releases or escapes that are "sudden and accidental." As noted in the Pollution Exclusion Motion, it was held in *Ross Development Corp. v. Fireman's Fund Ins. Co.*, 526 F. App'x 299 (4th Cir. 2013), that both the "qualified" and "absolute" pollution exclusions barred coverage for the alleged contamination at the Ashley II Site. Although the Pollution Exclusion Motion and the instant Motion focus on the "qualified" pollution exclusion, in the event the Court denies the Pollution Exclusion Motion, Century reserves its right to argue that the Century/Cal Union Policies incorporate the "absolute" pollution exclusion contained in the Protective National Policies rather than the "qualified" pollution exclusion contained in the Admiral Policies.

[9] The Century/INA Policy is excess of a policy issued by The Home Insurance Company ("Home"). PCS's Third Amended Complaint named Home as a defendant, but PCS has since voluntarily dismissed its claims against Home. The Century/INA Policy provides that the underlying insurance must be maintained as a condition of coverage, and that the Century/INA Policy attaches only upon proper and complete exhaustion of the applicable underlying policy limits. In the event the Court denies the instant Motion as to the Century/INA Policy, Century reserves all of its rights with respect to (1) whether the underlying Home policy has been properly maintained and (2) whether the applicable limits of the Home policy have been properly and completely exhausted.

the Century/Cal Union Policies and the Century/INA Policy are collectively referred to as the "ACE Defendant Policies").

The Century/INA Policy defines the "named insureds" as:

> Columbia Nitrogen Corporation; Nipro, Inc.; DSM; DSM North America; Synres Chemical Corporation; Custom Chemical; Urachem, Inc.; Silverlake, Inc., and Forton Inc., Daniel Products, 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.
>
> * * *

Ex. 13 at PCS_INS 0139056.

The Century/INA Policy contains an insuring agreement that states, in pertinent part:

> Coverage A – Personal Injury Liability
>
> Coverage B – Property Damage Liability
>
> Coverage C – Advertising Liability
>
> [Century] will indemnify the Insured for ultimate net loss in excess of the retained limit hereinafter stated which the Insured shall become legally obligated to pay as damages because of
>
> A. personal injury or
> B. property damage or
> C. advertising injury
>
> to which this insurance applies, cause by an occurrence . . . .
>
> * * *

Ex. 13 at PCS_INS 0139044. The Century/INA Policy contains an "assignment" condition, a "no action" condition and a pollution exclusion that are materially identical to those quoted above from the ACE/US Fire Policies. *See id.* at PCS_INS 0139045-47.

The Century/INA Policy does not contain an endorsement evidencing Century's consent to any purported assignment of interest under the policy, and there is no evidence that Century was asked for or provided any form of such consent.

II. ARGUMENT

A. PCS is Neither an Insured Nor a Successor to Old CNC's Rights Under the ACE Defendant Policies or the Alleged ACE P&C Policies

PCS is not an insured under – but rather is a stranger to – the ACE Defendant Policies and the Alleged ACE P&C Policies (to the extent they were actually issued). Specifically, the ACE Defendant Policies were issued to particular named insureds, none of which is PCS. Moreover, PCS admits that, if the Alleged ACE P&C Policies were actually issued, they would have been issued to Old CNC.

The policies provide for assignment of the named insured's interest only with the consent of the ACE Defendants. The ACE Defendant Policies do not contain endorsements evidencing the ACE Defendants' consent to any purported assignment of interest under the policies, and there is no evidence that the ACE Defendants were asked for or provided any form of such consent. Similarly, PCS has not produced any endorsement evidencing ACE P&C's consent to any purported assignment of interest under the Alleged ACE P&C Policies, or any other proof that ACE P&C was asked for or provided any form of such consent. Therefore, any supposed assignment of Old CNC's rights under the ACE Defendant Policies and the Alleged ACE P&C Policies would be ineffective and void.

In addition, as set forth more fully in the Corporate Succession Motion, there has been no finding that PCS is the corporate successor to the named insured, Old CNC. Moreover, PCS is in fact not the corporate successor to Old CNC under either South Carolina or federal law.

Therefore, PCS is not entitled to coverage under the ACE Defendant Policies or the Alleged ACE P&C Policies under any theory of corporate succession.

As the Corporate Succession Motion discusses further, South Carolina law acknowledges that an insured may assign an accrued right to payment under an insurance policy (i.e., a chose in action) without the insurer's consent. Under the terms of the policies and South Carolina law, however, Old CNC did not have an accrued right to payment under the ACE Defendant Policies or the Alleged ACE P&C Policies to assign at the time of the 1986 transaction.

For these reasons, PCS cannot establish that it qualifies as an insured under the ACE Defendant Policies or the Alleged ACE P&C Policies. Nor can PCS establish that it is a successor to Old CNC's rights to coverage. Accordingly, PCS has no basis to claim any rights under the ACE Defendant Policies or the Alleged ACE P&C Policies, and all of PCS's claims against the ACE Defendants should be dismissed, with prejudice.

B. The Pollution Exclusion Bars PCS's Claims for Coverage Under Certain ACE Defendant Policies

The ACE/US Fire Policies, the 1971 ACE P&C Policy, the 1972 ACE P&C Policy, the Century/Cal Union Policies and the Century/INA Policy contain a broad exclusion for "property damage" arising out of the discharge, dispersal, release or escape of pollutants, subject to a narrow exception stating that the exclusion does not apply if the discharge, dispersal, release or escape of waste materials or pollutants is both "sudden and accidental." As discussed in further detail in the Pollution Exclusion Motion, under the facts, the contract terms, and the law, the pollution exclusion bars coverage for any alleged property damage at the Ashley II Site. Moreover, PCS is collaterally estopped from re-litigating the applicability of the pollution exclusion by the ruling in *Ross Development Corp. v. Fireman's Fund Ins. Co.*, 910 F. Supp. 2d 828 (D.S.C. 2012), *aff'd*, 526 F. App'x 299 (4th Cir. 2013). Therefore, the ACE Defendants are

entitled to summary judgment dismissing, with prejudice, all of PCS's claims for coverage under the above policies.

III. CONCLUSION

For the reasons stated in the Corporate Succession Motion and herein, the ACE Defendants respectfully request that this Court grant summary judgment in their favor by declaring that:

A. PCS has no rights to coverage under any of the ACE Defendant Policies or the Alleged ACE P&C Policies (to the extent they were actually issued);

B. the ACE Defendants therefore have no duty to defend or indemnify PCS under any of the ACE Defendant Policies or the Alleged ACE P&C Policies for any claims arising out of the alleged third-party property damage at issue in the *Ashley II* litigation; and

C. all of PCS's claims against the ACE Defendants are dismissed with prejudice.

Alternatively, for the reasons stated in the Pollution Exclusion Motion and herein, the ACE Defendants respectfully request that this Court grant summary judgment in their favor by declaring that:

A. the pollution exclusion contained in the ACE/US Fire Policies, the 1971 ACE P&C Policy, the 1972 ACE P&C Policy, the Century/Cal Union Policies and the Century/INA Policy bars all coverage for the alleged third-party property damage at issue in the *Ashley II* litigation;

B. the ACE Defendants therefore have no duty to defend or indemnify PCS under the foregoing policies for any claims arising out of the alleged third-party property damage at issue in the *Ashley II* litigation; and

C. all of PCS's claims under the foregoing policies are dismissed with prejudice.

Respectfully submitted,

HOOD LAW FIRM LLC

Dated: August 13, 2015

Robert H. Hood, Jr. (SC #13491)
172 Meeting Street
Charleston, SC 29401
(843) 577-1219

and

WHITE AND WILLIAMS LLP
Patricia B. Santelle (*pro hac vice*)
Robert F. Walsh (*pro hac vice*)
Thomas M. Going (*pro hac vice*)
1650 Market Street
One Liberty Place, Suite 1800
Philadelphia, PA 19103
(215) 864-6232

Attorneys for the ACE Defendants

CERTIFICATE OF SERVICE

I certify that on this date a copy of the foregoing was served on each party or counsel of record by ☐ mailing, ☒ e-mailing, ☐ facsimile, or ☐ hand delivery in the manner prescribed by the applicable Rule of Civil Procedure.

This 13 day of August, 2015.

EXHIBIT "1"

POLICY PART B. RETURN TO COMPANY IF CANCELED.

Renewal of Number

PART B GENERAL LIABILITY-AUTOMOBILE POLICY
DECLARATIONS

COUNTERSIGNATURE DATE	RENEWAL OR REPLACEMENT NO.	CEN. AD.	AUTO. LIAB.	AVIO. PRT.
2-1-76				

XX UNITED STATES FIRE INSURANCE COMPANY ☐ WESTCHESTER FIRE INSURANCE COMPANY

☐ THE NORTH RIVER INSURANCE COMPANY ☐ INTERNATIONAL INSURANCE COMPANY

No. GLA 28 40 22

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)

COLUMBIA NITROGEN CORPORATION, NIPRO, INC., COLUMBIA COMMUNICATIONS SERVICES, INC.
Post Office Box 1483
Augusta, Georgia 30903

THE LONDON AGENCY, INC. 7
1230 W. PEACHTREE ST., N. W.
ATLANTA, GA. 30309 0-07723-2

Item 2. Policy Period: (Mo. Day Yr.)
From February 1, 1976 to February 1, 1977
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:

Business of the named insured is: (ENTER BELOW)

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

Advance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premiums	Coverage Part No(s).	Coverage Part(s)
$		Automobile Medical Payments Insurance	$		Hospital Professional Liability Insurance
$		Automobile Physical Damage Insurance (Dealers)	$		Manufacturers' and Contractors' Liability Insurance
$		Automobile Physical Damage Insurance (Fleet Automatic)	$		Owner's and Contractor's Protective Liability Insurance
$		Automobile Physical Damage Insurance (Non-Fleet)	$		Owners', Landlords' and Tenants' Liability Insurance
$		Basic Automobile Liability Insurance	$		Personal Injury Liability Insurance
$		Completed Operations and Products Liability Insurance	$		Physicians', Surgeons' and Dentists' Professional Liability Insurance
$		Comprehensive Automobile Liability Insurance	$		Premises Medical Payments Insurance
$ 42,500.00	L 6395	Comprehensive General Liability Insurance	$		Special Protective and Highway Liability Insurance New York Department of Transportation
$		Comprehensive Personal Insurance			
$		Contractual Liability Insurance	$		Storekeeper's Insurance
$		Druggists' Liability Insurance	$		Uninsured Motorists Insurance
$		Elevator Collision Insurance	$ INCLUDED	FM101.0.352	PLUS TEN
$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance	$		
$		Farmer's Comprehensive Personal Insurance			
$		Farmer's Medical Payments Insurance	$		
$		Garage Insurance			

Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue

$

$ 42,500.00 Total Advance Premium for this policy.

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date	1st Anniversary	2nd Anniversary
$42,500.00	$	

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein.

Countersigned: ATLANTA, GEORGIA

*Not applicable in Texas

By _____
Authorized Representative

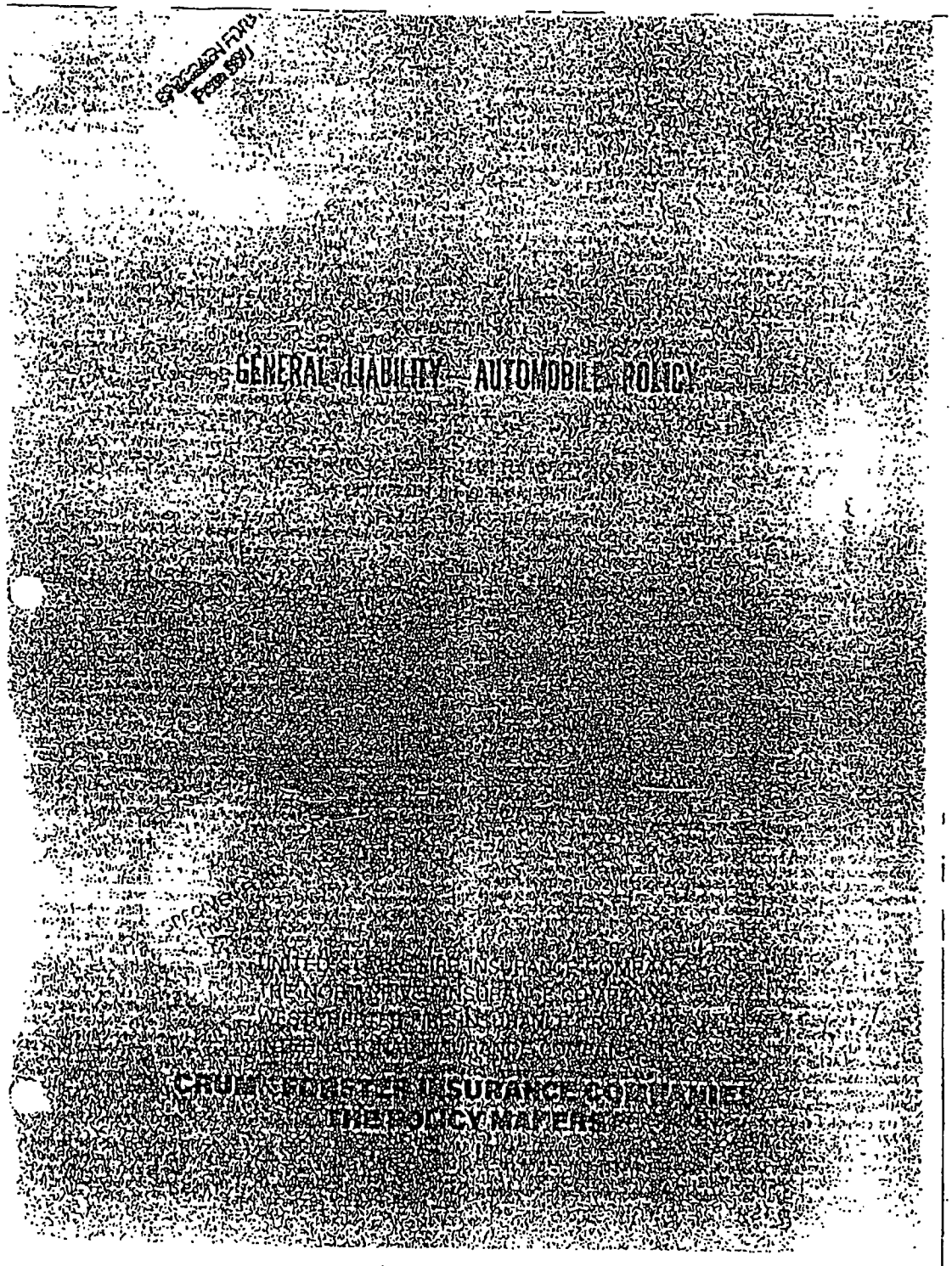
THIS PART B, WITH "POLICY PROVISIONS—PART A", AND COVERAGE PART(S) AND ENDORSEMENT(S), (IF ANY), ISSUED TO FORM A PART THEREOF, COMPLETES(S) THE ABOVE NUMBERED POLICY

J016300 -X-F
(2-1-73)

Ptd. In U.S.A.

RETURN THIS DECLARATION TO COMPANY IF CANCELED—SPOILED—OR NOT USED.

USW00001
CONFIDENTIAL



USW00002
CONFIDENTIAL

GENERAL LIABILITY
AUTOMOBILE
POLICY
PROVISIONS
PART A

SPECIMEN FORM
From BSU

United States Fire Insurance Company
A New York Corporation
Home Office: New York, N. Y.

International Insurance Company
An Illinois Corporation
Home Office: Chicago, Illinois

Westchester Fire Insurance Company
A New York Corporation
Home Office: New York, N. Y.

The North River Insurance Company
A New Jersey Corporation
Home Office: Township of Morris, N. J.

CRUM & FORSTER INSURANCE COMPANIES

THE COMPANY NAMED ON THE DECLARATIONS PAGE

(A capital stock company, herein called the company)

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, agrees with the named insured as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

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

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

"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 the company's manual specifies "including completed operations";

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

"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 the company's liability;

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

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

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

Insert Part B here so that edges will permit policy number, insured's name and address on Part B to appear through window.

Attach Coverage Part(s) and Endorsement(s) (If Any) Here

SPECIMEN FORM
From SSU

"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, 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.

SUPPLEMENTARY PAYMENTS

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

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

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

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

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

CONDITIONS

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

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

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

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

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

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

4. Insured's Duties in the Event of Occurrence, Claim or Suit:

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

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

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

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

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

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

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

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

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

7. Subrogation. In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

(3)

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

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

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

11. Cancellation: This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such 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 the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels earned premium shall be computed pro rata. Premium adjustment may be made either at the time 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.

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

TEXAS EXCEPTION: Texas Dividend Provision – International Insurance Company – If this policy is written in the International Insurance Company, the named insured shall be entitled to participate in a distribution of the Surplus of the Company, as determined by its Board of Directors from time to time, after approval in accordance with the provisions of the Texas Insurance Code, of 1951, as amended.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a declarations page designated as Part B and Coverage Part(s) and countersigned on the aforesaid declarations page by a duly authorized representative of the company.

Secretary

President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

This endorsement modifies the provisions of this policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

I. This policy does not apply:

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

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

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

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

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

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

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

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

II. As used in this endorsement:

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

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

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

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

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

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

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

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

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

NEW YORK EXCEPTION: The "Nuclear Energy Liability Exclusion Endorsement (Broad Form)" does not apply to Automobile Liability Insurance in New York.

SPECIMEN FORM from SSU

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2016-001140 Record on Appeal 1827

COVERAGE PART

1 0309
(Ed. 9-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. GLA 28 40 22 to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the named insured

SAME

Interest of named insured in such premises

[X] Owner [ ] General Lessee [ ] Tenant [ ] Other

Part occupied by named insured

ENTIRE

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

SCHEDULE

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

Coverages	Limits of Liability		Advance Premiums
	each occurrence	aggregate	
A—Bodily Injury Liability	$ SEE ENDORSEMENT ONE		$ 42,500.00
B—Property Damage Liability	$	$	$
Form numbers of endorsements attached at issue			$
		Total Advance Premium	$ 42,500.00

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates B.I.	Rates P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations FERTILIZER MANUFACTURING	28701	(c) 10,375,000. (64)	.40	INCLUDED	42,500.	INCLUDED
		(a) Admissions (b) Footage (c) Remuneration (d) Receipts (e) Sales	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit			
Contractors (Number of Premises) INCLUDED		Number Insured	Per Location		INCLUDED	INCLUDED
Independent Contractors INCLUDED		Cost	Per $100 of Cost		INCLUDED	INCLUDED
Completed Operations INCLUDED		(d) Receipts	(d) Per $1,000 of Receipts		INCLUDED	INCLUDED
Products INCLUDED		(e) Sales	(e) Per $1,000 of Sales		INCLUDED	INCLUDED
			Total Advance B.I. and P.D. Premiums		$ 42,500.	$ INCLUDED

When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. "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 sublet 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 subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "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 televising, broadcasting or motion pictures, and excludes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
4. "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;
5. "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 excludes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

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I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

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

A. bodily injury or

B. property damage

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

Exclusions

This insurance does not apply:

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

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or

(2) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

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

(d) to bodily injury or property damage arising out of and in the course of 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 to any act or condition incident to any of the foregoing, with respect to

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

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

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

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

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

if such liability is imposed

(a) 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

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

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

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

(k) to property damage to

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

(2) property used by the insured, or

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

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

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

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

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

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

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

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

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

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

(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 "x",

(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:

(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 respect to his liability as such;

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

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

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

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

(2) 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 as 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:

(i) 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 (1).

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

III. LIMITS OF LIABILITY

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

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

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

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

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

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

IV. POLICY TERRITORY

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

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2016-001140 Record on Appeal 1829

1994

PLUS 10 ENDORSEMENT

☐ UNITED STATES FIRE INSURANCE COMPANY
☐ THE NORTH RIVER INSURANCE COMPANY
☐ WESTCHESTER FIRE INSURANCE COMPANY
☐ INTERNATIONAL INSURANCE COMPANY

CRUM & FORSTER INSURANCE COMPANIES

SCHEDULE

DEDUCTIBLE – $5,000 each claim
advertising offense

☐ An "X" in this block indicates that Exclusion IX (B) (3) does not apply.

This endorsement, issued by one of the above named companies, 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 policy.)

Endorsement effective February 1, 1976 Policy No. GLA 28 40 22 Endorsement No.
Named Insured COLUMBIA NITROGEN CORPORATION, et al
Additional Premium $ Return Premium $

	BI	PD
In Advance	$ INCLUDED	$ INCLUDED
1st Anniv.	$ INCLUDED	$ INCLUDED
2nd Anniv.	$ INCLUDED	$ INCLUDED

Countersigned by _____
(Authorized Representative)

It is agreed that:

I. CONTRACTUAL LIABILITY

The Bodily Injury and Property Damage Liability Coverages apply, subject to the following additional provisions:

(A) The definition of "incidental contract" is amended to read as follows:
"*incidental contract*" means any contract or agreement relating to the conduct of the named insured's business.

(B) The following additional exclusions apply to liability assumed by the insured under any incidental contract:
This insurance does not apply:
(1) to bodily injury or property damage for which the insured has assumed liability under any contract or agreement, if such injury or damage occurred prior to the execution of the contract or agreement;
(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 of specifications, or
(ii) the giving of or the 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) The following additional condition applies:
Arbitration
The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

II. BROAD FORM PROPERTY DAMAGE COVERAGE

The Property Damage Liability Coverage applies to damage to property in the care, custody or control of the insured and to property damage to work performed by or on behalf of the named insured, subject to the following additional provisions.

(A) Exclusion (1) below is added and Exclusions (k) and (o) of the policy are replaced by the following exclusions:
This insurance does not apply:
(1) to liability assumed by the insured under any contract or agreement;
(2) to property damage
(a) 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;
(b) except with respect to liability under a sidetrack agreement or the use of elevators to
(i) 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;
(ii) tools or equipment while being used by the insured in performing his operations;
(iii) property in the custody of the insured which is to be installed, erected or used in construction by the insured;
(c) 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;
(3) with respect to the completed operations hazard, 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.

(B) The Broad Form Property Damage Coverage 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 of the policy is amended accordingly.

III. NON-OWNED WATERCRAFT COVERAGE

Exclusion (e) does not apply with respect to bodily injury or property damage arising out of the maintenance, operation or use, including loading or unloading, of any watercraft under 50 feet in length provided such watercraft is not owned by the named insured or is not being used to carry persons for a charge.

IV. FIRE LEGAL LIABILITY COVERAGE – REAL PROPERTY

The Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire, subject to the following additional provisions:

(A) With respect to Fire Legal Liability Coverage – Real Property all of the exclusions of the policy (except the Nuclear Energy Liability Exclusion (Broad Form) and all of the exclusions of this endorsement are replaced by the following exclusion:
This insurance does not apply to liability assumed by the insured under any contract or agreement.

FM.101.0.352 (1-73)

USW00008
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(B) The limit of property damage liability stated in the declarations of the policy as applicable to "each occurrence" is, as respects the Fire Legal Liability Coverage – Real Property, amended to read $25,000 each occurrence.

V. HOST LIQUOR LAW LIABILITY COVERAGE

The Bodily Injury and Property Damage Liability Coverages apply to bodily injury or property damage arising out of the serving or giving of 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. The definition of damages is amended to include damages for loss of support resulting from bodily injury.

VI. INCIDENTAL MALPRACTICE LIABILITY COVERAGE

The Bodily Injury and Property Damage Liability Coverages apply to bodily injury or property damage occurring during the policy period and arising out of malpractice, error or mistake committed at or in connection with the premises.

(1) in the rendering of or failure to render medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith, or

(2) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances

subject to the following provisions:

(A) The following additional exclusion applies:

The insurance does not apply to bodily injury to any person to or for whom benefits or damages on account thereof are payable under any valid and collectible voluntary compensation or employer's liability insurance available to the insured.

(B) The Supplementary Payments provision of the policy shall not apply to this insurance in so far as it provides for the payment of expenses incurred by the insured for first aid at the time of accident.

VII. WORLDWIDE COVERAGE – NAMED INSURED'S PRODUCTS

The Bodily Injury and Property Damage Liability Coverages also apply to bodily injury or property damage which occurs, during the policy period, outside the policy territory provided:

(a) such injury or damage is included in the products hazard, and

(b) the original suit for such injury or damage is brought within the policy territory.

VIII. ADDITIONAL INSURED – EMPLOYEES

The "Persons Insured" provision is amended to include, with respect to the Bodily Injury and Property Damage Liability Coverages only, 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 (i) another employee of the same employer arising out of or in the course of his employment or (ii) 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 (i) another employee of the named insured or (ii) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;

(3) to bodily injury or property damage included in the Incidental Malpractice Liability Coverage.

IX. PERSONAL INJURY AND X. ADVERTISING OFFENSE LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising offense sustained by any person or organization and arising out of the conduct of the named insured's business, if the offense is committed during the policy period within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury or even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

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

(2) 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;

(3) 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 but this exclusion shall be inapplicable if so indicated in the schedule;

(4) to personal injury arising out of a libel or slander or a publication or utterance in violation of an individual's right of privacy 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;

(5) to personal injury arising out of any publication or utterance

(a) of a libel or slander or of other defamatory or disparaging material or

(b) in violation of an individual's right of privacy concerning any person, organization or business enterprise, or his or its products or services made by or at the direction of any insured with knowledge of the falsity thereof;

(6) to advertising offense arising out of

(a) failure of performance of contract, other than the unauthorized appropriation of ideas based upon alleged breach of implied contract,

(b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or

(c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

(7) to personal injury or advertising offense 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 the declarations of the policy as a named insured.

(C) The "Limits of Liability" provision is, as respects the Personal Injury and Advertising Offense Liability Coverage only, replaced by the following:

Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising offense, the total liability of the company for all damages because of any such injury or offense to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of liability stated in the declarations of the policy as applicable to "each occurrence". Subject to the above provision, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in the declarations of the policy as "aggregate" for the Bodily Injury Liability Coverage.

(D) The company's obligations under the Advertising Offense Liability Coverage to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the schedule as applicable to "each claim advertising offense". The deductible amount applies separately to each claim for advertising offense and, for purposes of determining the application of such deductible amount, "each claim" shall include all claims made or suits brought on account of any one advertising offense (regardless of the number or kind of media used or the frequency of repetition thereof). The terms of the policy, including those with respect to the company's rights and duties with respect to the defense of suits and the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount. 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 named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

(E) With respect to the Personal Injury and Advertising Offense Liability Coverage, the definition of damages is amended to read as follows and the following additional definitions apply: "damages" means only those damages which are payable because of personal injury or advertising offense arising out of an offense to which the Personal Injury and Advertising Offense Liability Coverage applies;

"personal injury" means injury arising out of the offense of false arrest, detention, imprisonment, malicious prosecution, the publication or utterance of a libel or slander or other defamatory or disparaging material, or the 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), wrongful entry or eviction, or other invasion of the right of private occupancy;

"advertising offense" means injury occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, privacy, unfair competition, or infringement of copyright, title or slogan.

USW00009
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ENDORSEMENT NO. 1

Name of Insured: Columbia Nitrogen Corporation, et al
Effective Date of this Endorsement: February 1, 1976
Policy GLA 28 40 22 of United States Fire Insurance Company
(number) (insurance company)

In consideration of the premium charged, it is understood and agreed that Exclusion IX (B) (3) of the Plus 10 Endorsement does not apply.

AGT. - ORIG & CO.
JAX
CHARLOTTE
OTHER
CIS
DATE 4/13/76 INIT.

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue April 13 19 76
JAJ/ag

Authorized Representative

USW00010
CONFIDENTIAL

ENDORSEMENT NO. 2

Name of Insured: Columbia Nitrogen Corporation, et al
Effective Date of this Endorsement: February 1, 1976
Policy GLA 28 40 22 of United States Fire Insurance Company
(number) (insurance company)

In consideration of the premium charged, it is agreed that the deductible amount stated in the Deductible Liability Endorsement (G 604) is amended to read:

$5,000.00 each occurrence Bodily Injury and/or Property Damage or both combined.

AGT – CHG 3 1
CO. Co Co
JAX
CHARLOTTE
OTHER
CS C. D. N.
DATE 4/13/76 INIT T.C.

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue April 13 19 76
JAJ/ng

Authorized Representative

USW00011
CONFIDENTIAL

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

L 9294
(Ed 1-73)

G 604

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective February 1, 1976 (12:01 A. M., standard time), forms a part of policy No. GLA 28 40 22

Issued to COLUMBIA NITROGEN CORPORATION, et al

by UNITED STATES FIRE INSURANCE COMPANY

.....
Authorized Representative

SCHEDULE

Amount and Basis of Deductible		Coverage
$ 5,000.00	per claim	Bodily Injury Liability
$ ----------	per occurrence	
$ 5,000.00	per claim	Property Damage Liability
$ ----------	per occurrence	

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss however caused):—

It is agreed that:

1. The company'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 above 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 the 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) the company'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. 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 named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

AUTHENTICO

USW00012
CONFIDENTIAL

ENDORSEMENT NO. 3

Name of Insured: Columbia Nitrogen Corporation, et al
Effective Date of this Endorsement: February 1, 1976
Policy GLA 28 40 22 (number) of United States Fire Insurance Company (insurance company)

In consideration of the premium charged, it is agreed and understood that in the event of any material change in or cancellation of this policy, the company will give thirty (30) days written notice prior to such change or cancellation to the Named Insured.

AGT. - ORIG & 1
CO. Colonial
JAX
CHARLOTTE
OTHER Lexington
C/S J.B.H.
DATE 4/13/76 INIT. JAJ.

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue April 13 1976
JAJ/ng

Authorized Representative

USW00013
CONFIDENTIAL

ENDORSEMENT NO. 4

Name of Insured: Columbia Nitrogen Corporation, etal
Effective Date of this Endorsement: February 1, 1977
Policy GLA 28 40 22 (number) of United States Fire Insurance Company (insurance company)

In consideration of an additional premium of $6,885.00, it is understood and agreed that the expiration date is amended to read:

April 1, 1977

AGT. — ORIG & 1
CO. Cooling
JMX
C ACCTS
C USR USD
C/S
DATE 1-26-76 INIT. Ref

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue ~~November 29~~ 19 ~~76~~
JAJ/bep

Authorized Representative

USW00014
CONFIDENTIAL

AGT - ORIG & 1
CO. 1 - Cedar
JAX
CHARLOTTE
OTHER V30
CS L.B. Hunter
DATE 7/11/77 INIT. Vet

ENDORSEMENT NO. 5

Name of Insured: Columbia Nitrogen Corporation, etal
Effective Date of this Endorsement: February 1, 1976
Policy CLA 28 40 22 (number) of United States Fire Insurance Company (insurance company)

Audit for Period ~~2/1/76~~ **to** ~~4/1/77~~

BASIS OF PREMIUM	AMOUNT	RATE	EARNED PREMIUM
Payroll	$12,680,309.00	$.40	$50,721.00
	LESS MINIMUM AND DEPOSIT PREMIUM		49,385.00
	Additional Premium Due		$ 1,336.00

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue July 11, 1977

JAJ/kld

Authorized Representative

USW00015
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ENDORSEMENT NO. COMBINED SINGLE LIMIT ENDORSEMENT

"REVISED"

Name of Insured: Columbia Nitrogen Corporation, et al
Effective Date of this Endorsement: February 1, 1976
Policy GLA 28 40 22 of United States Fire Insurance Company
(number) (insurance company)

It is agreed that the Limit of Liability shall be as follows:

Single Limit of Liability	$250,000.	Each Occurrence
	$250,000.	Aggregate

The Single Limit of Liability stated above as applicable to "Each Occurrence" is the total limit of the company's liability for all damages because of bodily injury alone, property damage alone, or bodily injury and property damage combined sustained by one or more persons or organizations as the result of any one occurrence.

As respects those coverage parts containing provisions for "Aggregate" limits of liability, the limit of liability stated above for "Aggregate" is the total limit of the company's liability for all damages to which such "Aggregate" provisions shall apply because of bodily injury alone, property damage alone, or bodily injury and property damage combined.

All of the provisions relating to "Limits of Liability" contained in the applicable coverage parts shall apply to the insurance under this endorsement except as modified herein.

AGT - ORIG & CO.
JAX
CHARLOTTE
OTHER
CIS
DATE 4/13/76 INIT.

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue April 13 1976
JAJ/ng

Authorized Representative

USW00016
CONFIDENTIAL

ENDORSEMENT NO.

Name of Insured: COLUMBIA NITROGEN CORPORATION, et al
Effective Date of this Endorsement: February 1, 1976
Policy GLA 28 40 22 (number) of UNITED STATES FIRE INSURANCE COMPANY (insurance company)

It is agreed that the Limit of Liability shall be as follows:

Single Limit of Liability $ 250,000. Each Occurrence
$ 250,000. Aggregate

The Single Limit of Liability stated above as applicable to "Each Occurrence" is the total limit of the company's liability for all damages because of bodily injury alone, property damage alone, or bodily injury and property damage combined sustained by one or more persons or organizations as the result of any one occurrence.

As respects those coverage parts containing provisions for "Aggregate" limits of liability, the limit of liability stated above for "Aggregate" is the total limit of the company's liability for all damages to which such "Aggregate" provisions shall apply because of bodily injury alone, property damage alone, or bodily injury and property damage combined.

All of the provisions relating to "Limits of Liability" contained in the applicable coverage parts shall apply to the insurance under this endorsement except as modified herein.

This endorsement does not apply to Personal Injury Liability Insurance coverage part.

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue March 12, 19 76
JAJ/BR

Authorized Representative

USW00017
CONFIDENTIAL

ERRORS AND OMISSIONS INSURANCE

EMPLOYEE BENEFIT PROGRAMS

SCHEDULE

LIMITS OF LIABILITY	ESTIMATED ADVANCE PREMIUM
250,000. Each Claim	
250,000. Aggregate	$ INCLUDED

THE COMPANY AGREES WITH THE NAMED INSURED, IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM AND IN RELIANCE UPON THE STATEMENTS IN THE DELARARTIONS AND IN THE SCHEDULE HEREIN AND SUBJECT TO THE LIMITS OF LIABILITY, EXCLUSIONS, CONDITIONS AND OTHER TERMS OF THIS ENDORSEMENT:

INSURING AGREEMENTS

I. COVERGAE: TO PAY ON BEHALF OF THE INSURED ALL SUMS WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY ON ACCOUNT OF ANY CLAIM MADE AGAINST THE INSURED AND CAUSED BY ANY 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. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS: AS RESPECTS SUCH INSURANCE AS IS AFFORDED BY THE TERMS OF THIS ENDORSEMENT, THE COMPANY SHALL:

(a) DEFEND IN HIS NAME AND BEHALF ANY SUIT AGAINST THE INSURED ALLEGING SUCH NEGLIGENT ACT, ERROR, OR OMISSION AND SEEKING DAMAGES ON ACCOUNT THEREOF, EVEN IF SUCH SUIT IS GROUNDLESS, FALSE OR FRAUDULENT; BUT THE COMPANY MAY MAKE SUCH INVESTIGATION AND NEGOTIATION AND, WITH THE WRITTEN CONSENT OF THE INSURED, SUCH SETTLEMENT OF ANY CLAIM OR SUIT AS THE COMPANY DEEMS EXPEDIENT;

(b) PAY ALL PREMIUMS ON BONDS TO RELEASE ATTACHMENTS FOR AN AMOUNT NOT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY OF THIS ENDORSEMENT, 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, ALL INTEREST ACCRUING AFTER ENTRY OF JUDGEMENT UNTIL THE COMPANY HAS PAID, TENDERED OR DEPOSITED IN COURT SUCH PART OF SUCH JUDGEMENT 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;

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AND THE AMOUNTS INCURRED UNDER THIS INSURING AGREEMENT, EXCEPT SETTLEMENTS OF CLAIMS AND SUITS, ARE PAYABLE BY THE COMPANY IN ADDITION TO THE APPLICABLE LIMIT OF LIABILITY OF THIS ENDORSEMENT.

III. DEFINITIONS

(a) "INSURED" - THE UNQUALIFIED WORD "INSURED", WHEREVER USED, INCLUDES NOT ONLY THE NAMED INSURED, BUT ALSO ANY PARTNER, EXECUTIVE OFFICER, DIRECTOR, STOCKHOLDER OR EMPLOYEE, PROVIDED SUCH EMPLOYEE IS AUTHORIZED TO ACT IN THE ADMINISTRATION OF THE INSURED'S EMPLOYEE BENEFIT PROGRAMS.

(b) "EMPLOYEE BENEFIT PROGRAMS" - THE TERM "EMPLOYEE BENEFIT PROGRAMS" 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.

(c) "ADMINISTRATION" - THE UNQUALIFIED WORD "ADMINISTRATION", WHEREVER USED, SHALL MEAN:

(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.

IV. ENDORSEMENT PERIOD, TERRITORY: THIS ENDORSEMENT APPLIES ONLY TO CLAIMS UNDER THE LOCAL JURISDICTION OF A COURT OF LAW WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS OR CANADA, RESULTING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE INSURED, OR ANY PERSON ACTING ON BEHALF OF THE INSURED IN THE ADMINISTRATION OF EMPLOYEE BENEFIT PROGRAMS PROVIDED SUCH CLAIM IS BROUGHT AGAINST THE NAMED INSURED DURING THE POLICY PERIOD AND THE NAMED INSURED AT THE EFFECTIVE DATE OF THIS ENDORSEMENT HAD NO KNOWLEDGE OF OR COULD NOT HAVE REASONABLY FORESEEN ANY CIRCUMSTANCES WHICH MIGHT RESULT IN A CLAIM OR SUIT.

EXCLUSIONS

THIS ENDORSEMENT DOES NOT APPLY:

(a) TO ANY DISHONEST, FRAUDULENT, CRIMINAL OR MALICIOUS ACT, LIBEL, SLANDER, 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;

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(c) TO ANY CLAIM FOR FAILURE OF PERFORMANCE OF CONTRACT BY AN INSURER;

(d) TO ANY CLAIM BASED UPON:

(1) FAILURE OF STOCK TO PERFORM AS REPRESENTED BY AN INSURED,
(2) ADVICE GIVEN BY AN INSURED TO AN EMPLOYEE TO PARTICIPATE OR NOT TO PARTICIPATE IN STOCK SUBSCRIPTION PLANS.

CONDITIONS

1. POLICY CONDITIONS. ALL CONDITIONS OF THE POLICY WHICH WOULD APPLY TO THE BODILY INJURY OR PROPERTY DAMAGE LIABILITY COVERAGES THEREOF SHALL APPLY TO THE INSURANCE UNDER THIS ENDORSEMENT EXCEPT THOSE RESPECTING "PREMIUM", "DEFINITIONS" AND "LIMITS OF LIABILITY."

2. LIMITS OF LIABILITY

(a) SUBJECT TO THE PROVISIONS OF THE FOLLOWING PARAGRAPHS, THE LIMIT OF LIABILITY STATED IN THE SCHEDULE HEREIN AS APPLICABLE TO "EACH CLAIM" IS THE LIMIT OF THE COMPANY'S LIABILITY FOR ALL DAMAGES ON ACCOUNT OF EACH CLAIM OR SUIT COVERED HEREUNDER; THE LIMIT OF LIABILITY STATED IN THE SCHEDULE HEREIN AS "AGGREGATE", IS SUBJECT TO THE ABOVE PROVISION RESPECTING "EACH CLAIM", THE TOTAL LIMIT OF THE COMPANY'S LIABILITY HEREUNDER FOR ALL DAMAGES.

(b) $1,000. SHALL BE DEDUCTED FROM THE TOTAL AMOUNT RESULTING FROM EACH CLAIM AND THE COMPANY SHALL BE LIABLE ONLY FOR THE DIFFERENCE BETWEEN SUCH DEDUCTIBLE AMOUNT AND THE AMOUNT OF INSURANCE OTHERWISE APPLICABLE TO EACH CLAIM. SUCH DEDUCTIBLE AMOUNT SHALL NOT APPLY TO THE COVERAGE PROVIDED UNDER INSURING AGREEMENT II.

(c) THE TERMS OF THIS ENDORSEMENT AND THE POLICY, INCLUDING THOSE WITH RESPECT TO NOTICE OF CLAIM OR SUIT AND THE COMPANY'S RIGHT TO INVESTIGATE, NEGOTIATE AND SETTLE ANY CLAIM OR SUIT, APPLY IRRESPECTIVE OF THE APPLICATION OF THE DEDUCTIBLE AMOUNT. IF THE COMPANY UNDERTAKES TO NEGOTIATE OR SETTLE ANY CLAIM OR SUIT, THE INSURED AGREES TO JOIN THE COMPANY IN SUCH NEGOTIATION OR SETTLEMENT TO THE EXTENT OF THE AMOUNT TO BE DEDUCTED AS HEREIN PROVIDED, OR TO REIMBURSE THE COMPANY FOR SUCH DEDUCTIBLE AMOUNT, IF AND WHEN SUCH CLAIM IS PAID BY THE COMPANY.

(d) THE INCLUSION HEREIN OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE LIMITS OF THE COMPANY'S LIABILITY.

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3. PREMIUM. THE PREMIUM DEVELOPED BY THIS ENDORSEMENT SHALL BE DETERMINED IN ACCORANCE WITH THE FOLLOWING SCHEDULE OF RATES AND IS SUBJECT TO ADJUSTMENT AT AUDIT:

ESTIMATED NUMBER OF EMPLOYEES	RATE (EACH EMPLOYEE)		ESTIMATED PREMIUM
	.082	First 5,000.	$ INCLUDED
	.062	Next 5,000.	$ INCLUDED
	.041	Over 10,000.	$ INCLUDED

IF THE POLICY PERIOD OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED IS MORE THAN ONE YEAR, UPON TERMINATION OF EACH ANNUAL PERIOD OF THE POLICY THE INSURED, ON REQUEST, WILL FURNISH THE COMPANY A STATEMENT OF PERSONNEL CHANGES DURING THE POLICY PERIOD AND THE EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH THE ABOVE RATE. IF THE EARNED PREMIUM THUS COMPUTED EXCEEDS THE ESTIMATED ADVANCE PREMIUM PAID, THE INSURED SHALL PAY THE EXCESS TO THE COMPANY; IF LESS, THE COMPANY SHALL RETURN TO THE INSURED THE UNEARNED PORTION PAID BY THE INSURED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, WAIVE, ALTER, OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS OR DELARATIONS OF THE POLICY, OTHER THAN AS HEREIN ATATED.

THIS ENDORSEMENT SHALL NOT BE BINDING UNLESS COUNTERSIGNED BY A DULY AUTHORIZED AGENT OF THE COMPANY OR COMPANIES; PROVIDED THAT IF THIS ENDORSEMENT TAKES EFFECT AS OF THE EFFECTIVE DATE OF THE POLICY AND, AT ISSUE OF SAID POLICY FORMS A PART THEREOF, COUNTERSIGNATURE ON THE DECLARATIONS PAGE OF SAID POLICY BY A DULY AUTHORIZED AGENT OF THE COMPANY OR COMPANIES SHALL CONSTITUTE VALID COUNTERSIGNATURE OF THIS ENDORSEMENT.

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EXHIBIT "2"

GENERAL LIABILITY-AUTOMOBILE

GLA 28 40 22
Renewal of Number

COUNTERSIGNATURE DATE	RENEWAL OR REPLACEMENT NO.	COMM.
5-10-77	GLA 28 40 22	GEN. LIAB. / AUTO. LIAB. / AUTO. PHY.

☒ UNITED STATES FIRE INSURANCE COMPANY ☐ WESTCHESTER FIRE INSURANCE COMPANY

☐ THE NORTH RIVER INSURANCE COMPANY ☐ INTERNATIONAL INSURANCE COMPANY

540 07[illegible]51 7 **DO NOT PUNCH** COMPANY AUDIT COPY

(See Instructions Below)★

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)

COLUMBIA NITROGEN CORPORATION, NIPRO, INC., COLUMBIA COMMUNICATIONS SERVICES, INC.
Post Office Box 1483
Augusta, Georgia 30903

THE LONDON AGENCY, INC
1230 W. PEACHTREE ST. N.W.
ATLANTA, GA. 30309 0-07703-2

Item 2. Policy Period: (Mo. Day Yr.)
From April 1, 1977 to April 1, 1978
12:01 A.M., standard time at the address of the named insured as stated herein.

AGT. — ORIG & 1
CO. Cocking
JAX
CHARLOTTE
COLUM 7.20-
ATL 3.80-
DATE 5/31/77 DK

The named Insured is:
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other:

Business of the named insured is: (ENTER BELOW)

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

Advance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premiums	Coverage Part No(s).	Coverage Part(s)
$		Automobile Medical Payments Insurance	$		Hospital Professional Liability Insurance
$		Automobile Physical Damage Insurance (Dealers)	$		Manufacturers' and Contractors' Liability Insurance
$		Automobile Physical Damage Insurance (Fleet Automatic)	$		Owner's and Contractor's Protective Liability Insurance
$		Automobile Physical Damage Insurance (Non-Fleet)	$		Owners', Landlords' and Tenants' Liability Insurance
$		Basic Automobile Liability Insurance	$		Personal Injury Liability Insurance
$		Completed Operations and Products Liability Insurance	$		Physicians', Surgeons' and Dentists' Professional Liability Insurance
$		Comprehensive Automobile Liability Insurance	$		Premises Medical Payments Insurance
$125,000.00	L 6395	Comprehensive General Liability Insurance	$		Storekeeper's Insurance
$		Comprehensive Personal Insurance	$		Uninsured Motorists Insurance
$		Contractual Liability Insurance	$ INCLUDED	PM101.0.352	"PLUS TEN"
$		Druggists' Liability Insurance	$		
$		Elevator Collision Insurance			
$		Farm Employers' Liability and Farm Employees' Medical Payments Insurance	$		
$		Farmer's Comprehensive Personal Insurance	$		
$		Garage Insurance			
$					Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue

$125,000.00 Total Advance Premium for this policy.

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date	1st Anniversary	2nd Anniversary
$	$	$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

NO FLAT CANCELLATIONS PERMITTED

Countersigned: Atlanta, Georgia

*Not applicable in Texas

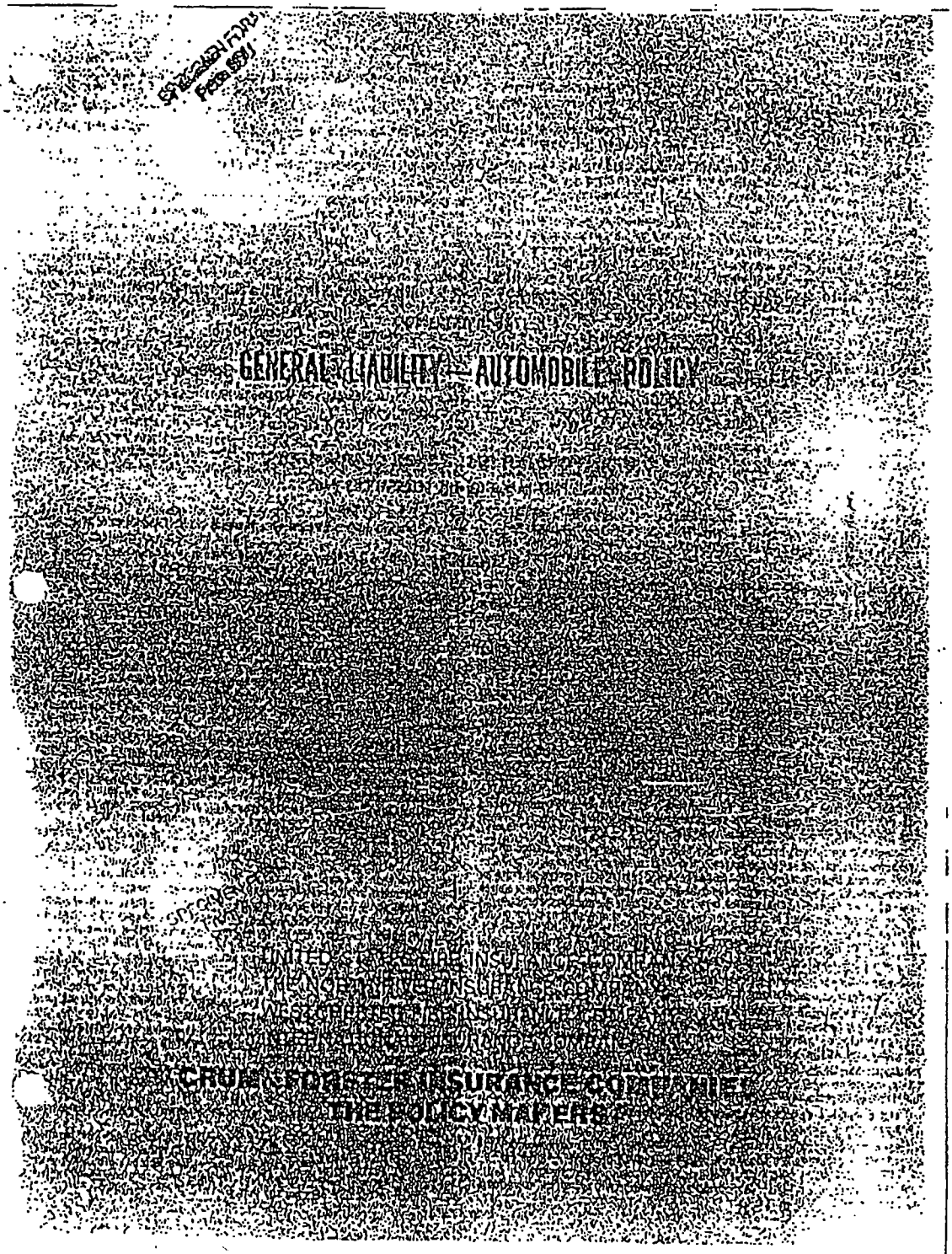
JAJ/ng

The London Agency
INC.
P. O. BOX 4985
ATLANTA, GEORGIA 30302
By _____
Authorized Representative

★ IMPORTANT INSTRUCTIONS: MAIL THIS COPY TO YOUR REPORTING OFFICE OF THE COMPANY. DO NOT DESTROY.

JD 6309-X-F (Rev. 4/76) Print Date (1/76) PTD. IN U.S.A.

USW00022
CONFIDENTIAL



USW00023
CONFIDENTIAL

GENERAL LIABILITY
AUTOMOBILE
POLICY
PROVISIONS
PART A

SPECIMEN FORM
Item 86U

United States Fire Insurance Company
A New York Corporation
Home Office: New York, N. Y.

International Insurance Company
An Illinois Corporation
Home Office: Chicago, Illinois

Westchester Fire Insurance Company
A New York Corporation
Home Office: New York, N. Y.

The North River Insurance Company
A New Jersey Corporation
Home Office: Township of Morris, N. J.

CRUM & FORSTER INSURANCE COMPANIES

THE COMPANY NAMED ON THE DECLARATIONS PAGE

(A capital stock company, herein called the company)

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, agrees with the named insured as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

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

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

"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 the company's manual specifies "including completed operations";

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

"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 the company's liability;

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

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

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

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Insert Part B here so that edge abuts against fold to permit policy number, insured's name and address on Part B to appear through window.

Attach Coverage Part(s) and Endorsement(s) (If Any) Here

SPECIMEN FORM
From SSU

"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, 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.

SUPPLEMENTARY PAYMENTS

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

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

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

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

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

CONDITIONS

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

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

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

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

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

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

4. Insured's Duties in the Event of Occurrence, Claim or Suit:

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

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

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

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

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

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

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

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

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

7. Subrogation: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

(3)

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

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

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

11. Cancellation: This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such 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 the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels earned premium shall be computed pro rata. Premium adjustment may be made either at the time 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.

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

TEXAS EXCEPTION: Texas Dividend Provision — International Insurance Company — If this policy is written in the International Insurance Company, the named insured shall be entitled to participate in a distribution of the Surplus of the Company, as determined by its Board of Directors from time to time, after approval in accordance with the provisions of the Texas Insurance Code, of 1951, as amended.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a declarations page designated as Part B and Coverage Part(s) and countersigned on the aforesaid declarations page by a duly authorized representative of the company.

Secretary

President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

This endorsement modifies the provisions of this policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

I. This policy does not apply:

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

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

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

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

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

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

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

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

II. As used in this endorsement:

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

"nuclear material" means source material, special nuclear material or by-product material;

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

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

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

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

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

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

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

NEW YORK EXCEPTION: The "Nuclear Energy Liability Exclusion Endorsement (Broad Form)" does not apply to Automobile Liability Insurance in New York.

SPECIMEN FORM
From SSU

JP6300 X-F 11 1 731 Ptd. in U.S.A. (Rev. 5-76)

AG-00-01

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2016-001140 Record on Appeal 1849

PLUS 10 ENDORSEMENT

☐ UNITED STATES FIRE INSURANCE COMPANY
☐ THE NORTH RIVER INSURANCE COMPANY
☐ WESTCHESTER FIRE INSURANCE COMPANY
☐ INTERNATIONAL INSURANCE COMPANY

CRUM & FORSTER INSURANCE COMPANIES

SCHEDULE

DEDUCTIBLE - $20,000 each claim
advertising offense

☐ An "X" in this block indicates that Exclusion IX (B) (3) does not apply.

This endorsement, issued by one of the above named companies, 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 policy.)

Endorsement effective April 1, 1977 Policy No. 540 079751 Endorsement No.4
Named Insured COLUMBIA NITROGEN CORPORATION, ET AL
Additional Premium $ Return Premium $

	BI	PD
In Advance	$ INCL.	$ INCL.
1st Anniv.	$ INCL.	$ INCL.
2nd Anniv.	$ INCL.	$ INCL.

Countersigned by _____
(Authorized Representative)

It is agreed that:

I. CONTRACTUAL LIABILITY

The Bodily Injury and Property Damage Liability Coverages apply, subject to the following additional provisions:

(A) The definition of "incidental contract" is amended to read as follows:
"incidental contract" means any contract or agreement relating to the conduct of the named insured's business.

(B) The following additional exclusions apply to liability assumed by the insured under any incidental contract:
This insurance does not apply:
(1) to bodily injury or property damage for which the insured has assumed liability under any contract or agreement, if such injury or damage occurred prior to the execution of the contract or agreement;
(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 of specifications, or
(ii) the giving of or the 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) The following additional condition applies:
Arbitration
The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

II. BROAD FORM PROPERTY DAMAGE COVERAGE

The Property Damage Liability Coverage applies to damage to property in the care, custody or control of the insured and to property damage to work performed by or on behalf of the named insured, subject to the following additional provisions:

(A) Exclusion (1) below is added and Exclusions (k) and (o) of the policy are replaced by the following exclusions:
This insurance does not apply:
(1) to liability assumed by the insured under any contract or agreement;
(2) to property damage
(a) 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,
(b) except with respect to liability under a sidetrack agreement or the use of elevators to
(i) 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,
(ii) tools or equipment while being used by the insured in performing his operations;
(iii) property in the custody of the insured which is to be installed, erected or used in construction by the insured;
(c) 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;
(3) with respect to the completed operations hazard, 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

(B) The Broad Form Property Damage Coverage 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 of the policy is amended accordingly:

III. NON OWNED WATERCRAFT COVERAGE

Exclusion (e) does not apply with respect to bodily injury or property damage arising out of the maintenance, operation or use, including loading or unloading, of any watercraft under 50 feet in length provided such watercraft is not owned by the named insured or is not being used to carry persons for a charge.

IV. FIRE LEGAL LIABILITY COVERAGE – REAL PROPERTY

The Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire, subject to the following additional provisions:

(A) With respect to Fire Legal Liability Coverage – Real Property all of the exclusions of the policy (except the Nuclear Energy Liability Exclusion (Broad Form)) and all of the exclusions of this endorsement are replaced by the following exclusion:
This insurance does not apply to liability assumed by the insured under any contract or agreement

FM 10).0 352 (1-73)

USW00027
CONFIDENTIAL

ENDORSEMENT NO. 1

Name of Insured: Columbia Nitrogen Corporation, et al
Effective Date of this Endorsement: April 1, 1977
Policy 540 079751 (number) of United States Fire Insurance Company (insurance company)

It is agreed that the Limit of Liability shall be as follows:

Single Limit of Liability $ 500,000. Each Occurrence
$ 500,000. Aggregate

The Single Limit of Liability stated above as applicable to "Each Occurrence" is the total limit of the Company's liability for all damages because of bodily injury alone, property damage alone, or bodily injury and property damage combined sustained by one or more persons or organizations as the result of any one occurrence.

As respects those coverage parts containing provisions for "Aggregate" limits of liability, the limit of liability stated above for "Aggregate" is the total limit of the Company's liability for all damages to which such "Aggregate" provisions shall apply because of bodily injury alone, property damage alone, or bodily injury and property damage combined.

All of the provisions relating to "Limits of Liability" contained in the applicable coverage parts shall apply to the insurance under this endorsement except as modified herein.

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue May 10 19 77
JAJ/ag

Authorized Representative

USW00028
CONFIDENTIAL

COVERAGE PART

1 6395
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

Endorsement #2

For attachment to Policy No. 560 079751, to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the named insured (ENTER NUMBER OF SAME LOCATION OR ADDRESS AS ITEM 1 OF DECLARATIONS)

Interest of named insured in such premises (CHECK BELOW)

☒ Owner ☐ General Lessee ☒ Tenant ☐ Other

Part occupied by named insured (ENTER BELOW)

Entire

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

SCHEDULE

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

Coverages	Limits of Liability		Advance Premiums
	each occurrence	aggregate	
A—Bodily Injury Liability	$ SEE ENDORSEMENT #1		$ 125,000.00
B—Property Damage Liability	$	$	$
Form numbers of endorsements attached at issue			$
		Total Advance Premium	$ 125,000.00

General Liability Hazards

Description of Hazards	Code No.	Premium Basis	Rates B.I.	Rates P.D.	Advance Premiums Bodily Injury	Advance Premiums Property Damage
Premises - Operations						
FERTILIZER MANUFACTURING	28701(c)	11,077,000 (a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units	1.13 (a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration (d) Per $100 of Receipts (e) Per Unit	INCL.	$125,000.	INCL.
Escalators (Number of Premises)		Number Insured	For Liability			
INCLUDED					INCL.	INCL.
Independent Contractors		Cost	Per $100 of Cost			
INCLUDED					INCL.	INCL.
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts			
INCLUDED					INCL.	INCL.
Products		(b) Sales	(b) Per $1,000 of Sales			
INCLUDED					INCL.	INCL.
			Total Advance B.I. and P.D. Premiums		$ 125,000.	$ INCL.

When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. "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 subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "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 separate item and remits directly to a governmental division;
4. "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;
5. "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

(over)

USW00029
CONFIDENTIAL

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

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

A. bodily injury or

B. property damage

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

Exclusions

This insurance does not apply:

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

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

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

(d) to bodily injury or property damage arising out of and in the course of 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 to any act or condition incident to any of the foregoing, with respect to
(1) liability assumed by the insured under an incidental contract, or
(2) expenses for first aid under the Supplementary Payments provision;

(h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
(2) if not so engaged, as an owner or lessor of premises used for such purposes,
if such liability is imposed
(a) 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
(b) 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 (a) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

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

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

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

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

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
(1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;
but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

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

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

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

(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 "x",
(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:

(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 respect to his liability as such;

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

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

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
(1) an employee of the named insured while operating any such equipment in the course of his employment, and
(2) 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:
(i) 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 (1).

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

III. LIMITS OF LIABILITY

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

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

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

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

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

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

IV. POLICY TERRITORY

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

AUTHENTICATED

USW00030
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RETENTION ENDORSEMENT #3

It is agreed that:

1. The limit of liability as stated in Endorsement #2 shall apply excess of a retained limit of $ 25,000.00 per occurrence and the Named Insured agrees to assume this retained limit (herein called the Self-Insured Retention).

2. The limit of the Company's liability (as stated in the Declarations) shall apply in excess of the Self-Insured Retention (as stated in this endorsement) and the Named Insured agrees to assume this retained limit. The Company's obligation under this policy applies only to the amount excess of the Self-Insured Retention.

   The Insured shall have the obligation to provide at his own expense adequate defense and investigation of any claim and to accept any reasonable offer of settlement within the Self-Insured Retention and in event of failure of the Insured to comply with this clause, no loss, cost or expense shall be payable by the Company.

3. In the event of a claim or claims arising which appear likely to exceed the Self-Insured Retention, no costs, other than loss adjusting expenses, shall be incurred by the Insured without the written consent of the Company.

4. The Company shall have the right in all cases, at its own expense, to assume charge or the defense and/or settlement of any claim and, upon written request from the Company, the Insured shall tender such portion of the Self-Insured Retention as the Company may deem necessary to complete the settlement of such claim.

5. Policy Condition 4 - "Insured's duties in the event of occurrence, claim or suit" is eliminated from the policy in its entirety and the following wording substituted therefor:

USW00031
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(a) Whenever the Insured has information from which it is reasonable to conclude that an act or omission involves injuries or damages which are likely to involve this policy, written notice containing particulars sufficient to identify the Insured and also reasonable obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable. Failure to notify the Company of any act or omission 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. In the event of occurrence, the Named Insured shall promptly take at his own expense all reasonable steps to prevent additional injuries or damages from arising out of the same or similar conditions at the same location, but such expense shall not be recoverable under this policy.

(b) If a claim is made or suit is brought against the Insured involving this policy, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of liability 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 witnesses.

6. Policy Condition 7 - "Subrogation" is eliminated from the policy in its entirety and the following wording substituted therefor:

Subrogation and Other Recoveries: In the event of any payment under this policy, this Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after injury or destruction to prejudice such rights.

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It is further agreed that this Company shall act in concert with all other interest concerned, including the Insured, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow the principle that any interest, including the Insured, that shall have paid an amount over and above any payment under this policy shall first be reimbursed up to the amount paid by such interest; this Company shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of loss and ultimate net loss covered under this policy; and, lastly, the interests, including the Insured, of whom this insurance is in excess are entitled to claim any recovery of any such amounts shall be in the ratio of the respective amounts recovered.

SPECIAL CONDITIONS

It is a condition precedent to the right of the Named Insured to be insured under this policy that:

1. The statements and particulars contained in the proposal are true.

2. During the currency of the insurance the Named Insured shall provide the Company quarterly reports of all claims or incidents occurring within the Self-Insured Retention including a description of each claim and amounts paid and/or reserved. Each report is to be submitted within twenty (20) days following the end of each quarterly period and this shall apply in addition to item 5 of this endorsement.

3. The insured shall at all times

   (a) Give to the Company or their duly appointed representatives such information, assistance and signed statements as the Company may require, and

   (b) Assist in the defense of any claim without charge to the Company.

4. Permission to Insure. The Named Insured may procure insurance for all or any part of the Self-Insured Retention, however, the existence of any such insurance shall not relieve the Named Insured of any of the duties or obligations contained in this endorsement unless specifically agreed by the Company and endorsed hereon.

USW00033
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ENDORSEMENT NO. 5

Name of Insured: Columbia Nitrogen Corporation, et al
Effective Date of this Endorsement: April 1, 1977
Policy 540 079751 (NUMBER) of United States Fire Insurance Company (INSURANCE COMPANY)

ERRORS AND OMISSIONS INSURANCE - EMPLOYEE BENEFIT PROGRAMS
SCHEDULE

Limits of Liability		Estimated Advance Premium
$ 500,000.00	each claim	
$ 500,000.00	aggregate	$ INCLUDED

The company agrees with the Named Insured, in consideration of the payment of the premium and in reliance upon the statements in the declarations and in the schedule herein and subject to the limits of liability, exclusions, conditions and other terms of this endorsement:

INSURING AGREEMENTS

I. COVERAGE. To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay on account of any claim made against the Insured and caused by any 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. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS. As respects such insurance as is afforded by the terms of this endorsement, the company shall:

(a) defend in his name and behalf any suit against the Insured alleging such negligent act, error or omission and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation and negotiation and, with the written consent of the Insured, such settlement of any claim or suit as the company deems expedient;

(b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this endorsement, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds, all

All other terms and conditions remain unchanged. Page 1 of 5 Pages
Attached to and made part of the policy of the Company shown above.

Date of Issue May 10 19 77
JAJ/ng

AUTHORIZED REPRESENTATIVE

USW00034
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ENDORSEMENT NO.

Name of Insured: Columbia Nitrogen Corpration, et al
Effective Date of this Endorsement: April 1, 1977
Policy 540 079751 (NUMBER) of United States Fire Insurance Company (INSURANCE COMPANY)

costs taxed against the Insured in any such suit, all expenses incurred by the company, all interest accruing after entry of judgment until the company has paid, tendered or deposited in court such 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; and the amounts incurred under this insuring agreement, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this endorsement.

III. DEFINITIONS.

(a) "Insured" -- The unqualified word "Insured," wherever used, includes not only the Named Insured, but also any partner, executive officer, director, stockholder or employee, provided such employee is authorized to act in the administration of the Insured's Employee Benefit Programs.

(b) "Employee Benefit Programs" - The term "Employee Benefit Programs" 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.

(c) "Administration" - The unqualified word "Administration," wherever used, shall mean:

(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.

IV. ENDORSEMENT PERIOD, TERRITORY. This endorsement applies only to claims under the local jurisdiction of a court of law within the United States

All other terms and conditions remain unchanged. Page 2 of 5 Pages
Attached to and made part of the policy of the Company shown above.

Date of Issue May 10 19 77
JAJ/ng

AUTHORIZED REPRESENTATIVE

USW00035
CONFIDENTIAL

ENDORSEMENT NO.

Name of Insured: Columbia Nitrogen Corporation, et al
Effective Date of this Endorsement: April 1, 1977
Policy 540 079751 of United States Fire Insurance Company
(NUMBER) (INSURANCE COMPANY)

of America, its territories or possessions or Canada, resulting from negligent acts, errors or omissions of the Insured, or any person acting on behalf of the Insured in the administration of Employee Benefit Programs provided such claim is brought against the Named Insured during the policy period and the Named Insured at the effective date of this endorsement had no knowledge of or could not have reasonably foreseen any circumstances which might result in a claim or suit.

EXCLUSIONS

This endorsement does not apply:

(a) to any dishonest, fraudulent, criminal or malicious act, libel, slander, 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 any claim for failure of performance of contract by an insurer;

(d) to any claim based upon:

(1) failure of stock to perform as represented by an insured,

(2) advice given by an insured to an employee to participate or not to participate in stock subscription plans.

CONDITIONS

1. Policy Conditions. All the Conditions of the policy which would apply to the bodily injury or property damage liability coverages thereof shall apply to the insurance under this endorsement except those respecting "Premium," "Definitions" and "Limits of Liability."

2. Limits of Liability

(a) Subject to the provisions of the following paragraphs, the limit of liability stated in the schedule herein as applicable to "each claim" is the limit of the company's liability for all damages on

All other terms and conditions remain unchanged. Page 3 of 5 Pages
Attached to and made part of the policy of the Company shown above.

Date of Issue May 10 19 77
JAJ/ng

AUTHORIZED REPRESENTATIVE

USW00036
CONFIDENTIAL

ENDORSEMENT NO.

Name of Insured: Columbia Nitrogen Corporation, et al
Effective Date of this Endorsement: April 1, 1977
Policy 540 079751 (NUMBER) of United States Fire Insurance Company (INSURANCE COMPANY)

account of each claim or suit covered hereunder; the limit of liability stated in the schedule herein as "aggregate," is subject to the above provision respecting "each claim," the total limit of the company's liability hereunder for all damages.

(b) $1,000. shall be deducted from the total amount resulting from each claim and the company shall be liable only for the difference between such deductible amount and the amount of insurance otherwise applicable to each claim. Such deductible amount shall not apply to the coverage provided under Insuring Agreement II.

(c) The terms of this endorsement and the policy, including those with respect to notice of claim or suit and the company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount. If the company undertakes to negotiate or settle any claim or suit, the Insured agrees to join the company in such negotiation or settlement to the extent of the amount to be deducted as herein provided, or to reimburse the company for such deductible amount, if and when such claim is paid by the company.

(d) The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

3. Premium. The premium developed by this endorsement shall be determined in accordance with the following schedule of rates and is subject to adjustment at audit:

Estimated Number of Employees	Rate (Each Employee)		Estimated Premium
Rating Data included in Composite Rate	N/A	First 5,000	$ Included
	N/A	Next 5,000	$ Included
	N/A	Over 10,000	$ Included
		Total $	

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue ~~May 10~~ 19 ~~77~~

JAJ/mg

AUTHORIZED REPRESENTATIVE

USW00037
CONFIDENTIAL

ENDORSEMENT NO.

Name of Insured: Columbia Nitrogen Corporation, et al
Effective Date of this Endorsement: April 1, 1977
Policy 540 079751 (NUMBER) of United States Fire Insurance Company (INSURANCE COMPANY)

If the policy period of the policy to which this endorsement is attached is more than one year, upon termination of each annual period of the policy the Insured, on request, will furnish the company a statement of personnel changes during the policy period and the earned premium shall be computed in accordance with the above rates. If the earned premium thus computed exceeds the estimated advance premium paid, the Insured shall pay the excess to the company; if less, the company shall return to the Insured the unearned portion paid by such Insured.

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.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company or companies; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company or companies shall constitute valid countersignature of this endorsement.

All other terms and conditions remain unchanged. Page 5 of 5 Pages
Attached to and made part of the policy of the Company shown above.

Date of Issue May 10 19 77

JAJ/ng

AUTHORIZED REPRESENTATIVE

USW00038
CONFIDENTIAL

ENDORSEMENT NO. 6

Name of Insured: Columbia Nitrogen Corporation, et al
Effective Date of this Endorsement: April 1, 1977
Policy (number) 540 079751 of United States Fire Insurance Company (insurance company)

In consideration of the premium charged, it is understood and agreed that Exclusion IX (B) (3) of the Plus 10 Endorsement, Endorsement #4, does not apply.

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue May 10 19 77
JAJ/bg

Authorized Representative

USW00039
CONFIDENTIAL

ENDORSEMENT NO. 7

Name of Insured: Columbia Nitrogen Corporation, et al
Effective Date of this Endorsement: April 1, 1977
Policy (number) 540 079751 of (insurance company) United States Fire Insurance Company

In consideration of the premium charged, it is understood and agreed that in the event of any material change in or cancellation of this policy, the Company will give sixty (60) days written notice prior to such change or cancellation to the Named Insured.

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue May 10 19 77

JAJ/ng

Authorized Representative

USW00040
CONFIDENTIAL

ENDORSEMENT NO. 6

Name of Insured: Columbia Nitrogen Corporation, et al
Effective Date of this Endorsement: April 1, 1977
Policy (number) 540 079751 of (insurance company) United States Fire Insurance Company

EXCLUSION - - LIABILITY IMPOSED

BY THE

EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 - LA 126

In consideration of the premium paid, it is agreed that such insurance as is afforded by this Policy shall not apply to liability imposed upon any Insured by the Employee Retirement Income Security Act of 1974 or any amendments or additions thereto.

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue May 10 19 77
JAJ/ag

Authorized Representative

USW00041
CONFIDENTIAL

ENDORSEMENT NO.9

AGT. — ORIG & 1
CO. 1
JAN
C. CREDIT
OTHER
C/S
DATE 7-11-77
INIT. bep

Name of Insured: Columbia Nitrogen Corporation, etal
Effective Date of this Endorsement: April 1, 1977
Policy 540 079751 (number) of United States Fire Insurance Company (insurance company)

In consideration of the premium charged, it is agreed that the deductible provision as respects advertising offense liability coverage, Item IX (D) of the plus 10 endorsement (FM.101.0.352) is eliminated. Such coverage as is provided by the plus 10 endorsement shall apply in excess of the Insured's retained limit as stated in endorsement #3 of the policy.

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue July 11 1977
JAJ/bep

Authorized Representative

USW00042
CONFIDENTIAL

ENDORSEMENT NO. 10

Name of Insured: Columbia Nitrogen Corporation, et al
Effective Date of this Endorsement: April 1, 1977
Policy 540 079751 (number) of United States Fire Insurance Company (insurance company)

In consideration of the premium charged, it is understood and agreed that Stamicarbon N.V., Post Office Box 1483, Augusta, Georgia, 30903, is added as an additional insured solely as respects their activities on behalf of the Named Insured as stated in Item #1 of the Declarations.

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

JAJ/pat
Date of Issue ~~November 10~~ 19 ~~77~~

Authorized Representative

USW00043
CONFIDENTIAL

ENDORSEMENT NO. 11

Name of Insured: COLUMBIA NITROGEN CORPORATION, ETAL
Effective Date of this Endorsement: April 1, 1977
Policy 540 079751 (number) of United States Fire Insurance Company (insurance company)

Audit for Period 4/1/77 to 4/1/78

BASIS OF PREMIUM	AMOUNT	RATE	EARNED PREMIUM
Payroll	$12,014,346.00	$1.13	$135,762.00
	LESS MINIMUM AND DEPOSIT PREMIUM		125,000.00
	ADDITIONAL PREMIUM DUE		$ 10,762.00

All other terms and conditions remain unchanged.
Attached to and made part of the policy of the Company shown above.

Date of Issue ~~June 1,~~ 19~~78~~
JAJ/cah

Authorized Representative

USW00044
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EXHIBIT "3"

INSURANCE COVERAGE PART (Designated Contracts Only)

COVERAGE is provided in Company indicated below:

☒ A = ÆTNA INSURANCE COMPANY

☐ B = ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

General—Automobile Liability Policy No. CB 26 80 80

The insurance afforded for contractual liability is only with respect to such of the following Coverages as are indicated by a specific premium charge entered hereto. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

AUS 0268

COVERAGES	LIMITS OF LIABILITY	
Contractual Bodily Injury Liability	$	each person
	$	each occurrence — See Endorsement #2
Contractual Property Damage Liability	$	each occurrence — Paragraph 3
	$	aggregate

DESIGNATION OF CONTRACTS	CODE	PREMIUM BASES	RATES: Bodily Injury	RATES: Property Damage	ADVANCE PREMIUMS: Bodily Injury	ADVANCE PREMIUMS: Property Damage
		(a) Number (b) Cost	(a) Per Contract (b) Per $100 of Cost			
It is hereby understood and agreed that Condition #7 entitled "Subrogation" does not apply with respect to Pittsburg Plate Glass Co., Separation, U.V. Steamation, Bateau Industrial Services, Inc., Fidelity Construction and Maintenance Co., Inc. Patchen, Kinglsdorff & Associates, Industrial Technical Services, and all individuals and/or associations companies. NO CHANGE #2.	0521	Flat charge			#2 (15)	#2 (15)
				Total Advance B.I. and P.D. Premiums	#2	#2
				Total Advance Premium	$ 50 (or)	

(incl. in policy prem.)

...premium basis...

...the total cost to any indemnitee with respect to any contract which is insured of all work let or sub-let in connection with each specific project, including all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the ..., including all fees, allowances, bonuses or commissions made, paid or due.

...—CONTRACTUAL BODILY INJURY LIABILITY

...—CONTRACTUAL PROPERTY DAMAGE LIABILITY

...will pay on behalf of the insured all sums which the insured, by reason of liability assumed by him under a contract designated in the ... insurance, shall become legally obligated to pay as damages be-

Coverage 1, bodily injury or

Coverage 2, property damage

...insurance applies, caused by an occurrence, and the company shall ... and have the 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 ... groundless, false or fraudulent, and may make such investigation and ... as it deems expedient, but the company shall not be ... any claim or judgment or to defend any suit after the applicable ... limit of the company's liability has been exhausted by payment of judgments or ...

...does not apply:

...(a) to the insurance in an architect, engineer or surveyor, to bodily injury or property damage arising out of professional services performed by such ... including

...preparation or approval of maps, plans, opinions, reports, surveys, designs or ...

...supervisory or inspection services;

...property damage due to war, whether or not declared, civil ... insurrection or to any act or condition incident to any ...

...(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;

(c) 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;

(d) 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;

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

(f) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, 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 insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;

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

(h) 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;

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

(j) to property damage included within (1) the explosion hazard, (2) the collapse hazard, or (3) the underground property damage hazard.

(over)

ACE00001
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from the date of issue unless otherwise stated herein.

To and

Columbia Nitrogen Corporation, etal

(X) ALTNA INSURANCE COMPANY

[ ] ASTNA FIRE UNDERWRITERS INSURANCE COMPANY [ ] CENTURY INDEMNITY COMPANY

Policy Number 81 26 00 89 ALWAYS REQUIRED | End. No. 1 | Date 1/1/1971 | Effective on and after 12:00 Noon Standard Time, 12:01 A.M.

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

NAMED INSURED:

COLUMBIA NITROGEN CORPORATION
COLUMBIA NIPRO CORPORATION AND/OR
FIDELITY CONSTRUCTION AND MAINTENANCE COMPANY,
COLUMBIA DIVISION, AND/OR ANY OWNED, CONTROLLED,
AFFILIATED, OR SUBSIDIARY COMPANY OR CORPORATION
AS THEIR INTERESTS MAY APPEAR.

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form S 320-20C (2), July 69
Printed in U.S.A.

ACE00002
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Columbia Nitrogen Corporation, etal

[X] A = AETNA INSURANCE COMPANY
[ ] H = AETNA FIRE UNDERWRITERS INSURANCE COMPANY

Policy Number	End. No.	Date	Effective on and after [ ] 12:00 Noon Standard Time, [ ] 12:01 A.M.
80 26 80 80 ALWAYS REQUIRED	2	1/1/70	

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

MANDATORY ENDORSEMENT

It is agreed that the policy is amended as follows:

(1) Policy Period, Territory. Such insurance as is afforded by the policy applies subject to the following provisions:

Insuring Agreement IV, Policy Period, Territory, is amended to read:

This policy applies only to personal injury, sickness, disease, including death at any time resulting therefrom, and injury to or destruction of property, including the loss of use thereof, caused by occurrences which occur during the policy period.

If claim is made or suit is brought elsewhere than within the United States of America, its territories or possessions or Canada, the Company shall have the right but not the duty to investigate and settle such claims and to defend such suits. In any case in which the Company elects not to investigate, settle or defend, the insured under the supervision of the Company will make or cause to be made such investigation and defense as are reasonably necessary, and subject to prior authorization by the Company, will effect to the extent possible such settlement or settlements as the Company and the insured deem prudent.

The Company shall reimburse the insured for the reasonable costs of such investigation and defense and within the applicable limits of liability of the policy, for the amounts of such authorized settlements.

Subject otherwise to all the terms, limits and conditions of the Policy.
Attached to and forming a part of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

ACE00003
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Columbia Nitrogen Corporation, etal

A = ACIMA INSURANCE COMPANY
H = ACIMA FIRE UNDERWRITERS INSURANCE COMPANY

AUG 26

Policy Number: 09 26 80 80
ALPHANUMERIC

End. No. 2(continued) | Date

Effective on and after 12:01 Noon Standard Time, 12:01 A.M.

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

ENDORSEMENT

Except as to the United States of America, its territories or possessions, or Canada, the insurance afforded by this paragraph shall apply as excess insurance over any other valid and collectible insurance.

(2) Definition "Incidental Contract" is amended to read:

The words "Incidental Contract" means any agreement made in connection with the usual business operations of the insured.

(3) Exclusions (A), (F) and (O) 1, 2 and 3 are not applicable.

(4) Exclusions (I), 1, 2 and 3 of the policy is amended to read as follows:

Under Coverage B to injury to or destruction of, (1) Property owned by the Insured or (2) any goods or products manufactured, sold, handled or distributed or premises alienated by the named insured, out of which the occurrence arised.

Subject otherwise to all the terms, limits and conditions of the Policy.
And after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

ACE00004
CONFIDENTIAL

Aetna

AUGUST

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

In and

Columbia Nitrogen Corporation, etal

AETNA INSURANCE COMPANY

AETNA FIRE UNDERWRITERS INSURANCE COMPANY

CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after 12:00 Noon Standard Time, 12:01 A.M.
(To Be Added If Required)	34	JUNE	

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

NURSES AND FIRST AID EMPLOYEES COVERAGE ENDORSEMENT

It is agreed that such insurance as is afforded by the policy, under Insuring Agreement 1 - Coverage A also applies to any registered nurse or first aid employee employed by the named insured, as an insured, with respect to liability imposed by law on such nurse or first aid employee for damages arising out of malpractice including error, mistake and omission of such nurse or first aid employee in the rendering of nursing services in the course of their employment with the named insured.

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form 3-00-0002 (Ed. 3-69)
Printed in U.S.A.

ACE00005
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Issued to Columbia Missouran Corporation, and

[X] AETNA INSURANCE COMPANY
[X] AETNA FIRE UNDERWRITERS INSURANCE COMPANY
[ ] CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after 12:00 Noon Standard Time, 12:01 A.M.
03 23 80 89 ALWAYS REQUIRED	4	1/1/71	

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

WATERCRAFT

It is agreed that the Exclusion of Watercraft in the policy does not apply to the maintenance, operation ownership, loading or unloading of a Premises and Hired Watercraft, subject to the following provisions:

1. The insurance does not apply to any such watercraft:

   (a) while rented to others, and

   (b) while carrying passengers for a consideration.

2. Such insurance as is afforded by this endorsement applied as excess over any other valid and collectable insurance.

Subject otherwise to all the terms, limits and conditions of the Policy.

If issued after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

170-520 Ed. July 69
U.S.A.

ACE00006
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Issued

Columbia Nitrogen Corporation, et al

☒ AETNA INSURANCE COMPANY
☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY ; ☐ CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after ☐ 12:00 Noon Standard Time, ☐ 12:01 A.M.
CAS 6880	5	JULY 74	

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

ADDITIONAL INSURED - EMPLOYEES

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

The unmodified word "Insured" also includes any employee of the named insured while acting within the scope of his duties as such provided that the named insured, after an occurrence has taken place, which results or appears likely to result in a claim against any employee, specifically requests the Company to extend coverage to such employee as an additional insured; however, the policy shall not afford insurance to such employee for personal injury to or property damage of another employee of the same employer or damage to property owned, rented, used or occupied by any named insured.

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form 8-20-0201 Ed. July 69
Printed in U.S.A.

ACE00007
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, etal

☒ AETNA INSURANCE COMPANY

☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY ☐ CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after ☐ 12:00 Noon Standard Time, ☐ 12:01 A.M.
26 80 80 ALWAYS REQUIRED	6	1/1/77	

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

It is hereby understood and agreed that the undermentioned policy includes the following location used by the insured for recreational purposes:

Approx. 1135 acres -
Premises of Floyd E. Gowan and
Floyd E. Gowan Jr.,
Kendall Co., Texas

Subject otherwise to all the terms, limits and conditions of the Policy

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Ed. July 69
Printed in U.S.A.

ACE00008
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from the date of issue unless otherwise stated herein.

Issued Columbia Nitrogen Corporation, Augusta, Ga.

[ ] A = AETNA INSURANCE COMPANY
[ ] U = AETNA FIRE UNDERWRITERS INSURANCE COMPANY

Policy Number	End. No.	Date	Effective on and after [ ] 12:00 Noon Standard Time, [ ] 12:01 A.M.
ALWAYS REQUIRED	7	1/1/69	*The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.*

ENDORSEMENT

INDIVIDUAL BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions: -

A. $1,000. - shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of bodily injury, sickness, disease or death sustained by one or more person or persons as the result of any one occurrence and the Company shall be liable only for the difference between such deductible amount and the applicable limit of liability for each occurrence as stated in the policy.

B. $1,000. - shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of the injury to or destruction of all property of one or more persons or organizations including the loss of use thereof as the result of one occurrence and the Company shall be liable only for the difference between such deductible amount and the applicable limit of liability for each occurrence as stated in the policy.

The terms of the policy, including those with respect to notice of occurrence and the Company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.

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 named insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

ACE00009
CONFIDENTIAL

All terms otherwise to all the terms, limits and conditions of the Policy.

This endorsement forms a part of the Policy, not valid until countersigned by an authorized agent of the Company.

(The Attaching Clause must be completed only when this endorsement is issued subsequent to preparation of the policy.)

L 9109
(Ed. 7-65)

LIABILITY

C 109

ADDITIONAL INSURED

(Premises Leased to the Named Insured)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

This endorsement, effective 2/1/70 (12:01 A. M., standard time), forms a part of policy No. CA 26 80 80

Issued to Columbia Nitrogen Corporation, etal. End. 19

by Aetna Ins. Co.

Authorized Representative

SCHEDULE

Premiums Bodily Injury Liability	Premiums Property Damage Liability	Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)
$5.	$3.	Batesburg Fertilizer Co. Batesburg, S.C.	Batesburg Fertilizer Co. Batesburg, S.C.

(Incl. in policy prem.)

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated above, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated above leased to the named insured, and subject to the following additional exclusions:

This insurance does not apply:

1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises.
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated above.

Attached

ACE00010
CONFIDENTIAL

COMPANY FILE COPY
(CIRCLE ITEMS)

Audit Semi-Annual | Assigned Risk | SPECIAL EXPERIENCE POINT
Audit Quarterly | 3 yr. Install. | SPECIAL EXPERIENCE
Audit Monthly | 3 yr. Paid: | COLUMBIA NITROGEN CORPORATION, ETAL
Inspect | Finance | (See Endorsement)
Premium Discount | Wage Statement: | Box 143
Rating | | Augusta, Georgia
CARDED | | 1/1/72 to 1/1/73
Herbert L. Jamison & Co.

Policy No. CG 35 02 59

CG 35 02 57
CG 35 02 58
S
6
CG-1403-05

SEE CODING SHEET ATTACHED

3. The insurance afforded is only with respect to such of the following Parts designated by an "X" in ☒ and Coverages therein as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

	LIMITS OF LIABILITY			ADVANCE PREMIUM
☒ Comprehensive General Liability Insurance				
☐ Owners', Landlords' and Tenants' Liability Insurance				
☒ Manufacturers' and Contractors' Liability Insurance				
☒ Contractual Liability Insurance				
☒ Completed Operations and Products Liability Insurance	EACH PERSON	EACH OCCURRENCE	AGGREGATE	
Bodily Injury Liability	$1,000,000	$1,000,000	$1,000,000	$ 7,271
Property Damage Liability	XXXXX	$1,000,000	$1,000,000	$ 8,272
	EACH PERSON		EACH ACCIDENT	
☐ Premises Medical Payments Insurance	$		$	$
☐ Comprehensive Personal Insurance	EACH PERSON	EACH OCCURRENCE	EACH ACCIDENT	
☐ Farmer's Comprehensive Personal Insurance				
Personal Liability	XXXXX	XXXXX	XXXXX	$
Personal Medical Payments	$		$	
Physical Damage to Property	XXXXX		XXXXX	
Comprehensive Personal Insurance: Animal Collision	Market value not exceeding $300 each animal			$
☐ Comprehensive Automobile Liability Insurance	EACH PERSON	EACH OCCURRENCE		
Bodily Injury Liability	$	$		$
Property Damage Liability	XXXXX	$		$
	EACH PERSON	EACH ACCIDENT		
☐ Automobile Medical Payments Insurance	$	XXXXX		$
☐ Uninsured Motorists Insurance	$	$		$
☐ Garage Insurance	See Coverage Part for Limits of Liability			$
☐ Automobile Physical Damage Insurance (Non-Fleet)	See Coverage Part for Limits of Liability			$
☐ Automobile Physical Damage Insurance (Fleet Automatic)				$
Endorsements and Additional Coverage Parts (IDENTIFY BY FORM NUMBERS)	See endorsement pg.			$
* Policy Period more than one year and the premium is to be paid annually, premium is payable On effective date of policy $	*1st Anniversary $		Total Advance Premium	$15,543
Audit Period: Annual, unless otherwise stated.**			*2nd Anniversary	$

The named insured is: individual ☐ | partnership ☐ | corporation ☒
joint venture ☐ | other ☐
Business of the named insured is

4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein.**

** ABSENCE OF AN ENTRY MEANS "NO EXCEPTION" | PLUS AUTOMOBILE PREMIUM TO BE DETERMINED ANNUALLY

EXPIRED

1/1/72 | POLICY NO. CG 35 02 59

Countersigned STATE OF
Authorized Representative

AETNA INSURANCE COMPANY

ACE00013
CONFIDENTIAL

A STOCK COMPANY



Ætna Insurance Company

HARTFORD, CONNECTICUT

NAME OF INSURED

EXPIRES

AGENT

CASUALTY COVER

ÆTNA INSURANCE COMPANY

ÆTNA INSURANCE COMPANY

ÆTNA INSURANCE COMPANY
HARTFORD, CONNECTICUT

HOME OFFICE
HARTFORD, CONNECTICUT

DEPARTMENT OFFICES

WESTERN DEPARTMENT
300 South Northwest Highway.....Park Ridge, Ill. 60068

PACIFIC DEPARTMENT
450 Sansome St.....San Francisco, Calif. 94111

CANADIAN DEPARTMENT
10 Wellington St. W.....Toronto 1, Ontario, Canada

NEW YORK DEPARTMENT
100 William St.....New York, N. Y. 10038

SOUTH-EASTERN DEPARTMENT
1230 West Peachtree St. N. W.....Atlanta, Georgia 30309

ÆTNA INSURANCE COMPANY

FOR A COMPLETE, UP-TO-DATE

Insurance Program

SPECIMEN FORM
Form 86U

See Your

ÆTNA INSURANCE COMPANY

REPRESENTATIVE

ACE00014
CONFIDENTIAL

HARTFORD, CONNECTICUT

(A stock insurance company, herein called the company)

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 th agrees with the named insured as follows:

Supplementary Payments

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

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

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of an to which this policy applies, not to exceed $250 per bail bond, but the 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 ti accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the company's req cluding actual loss of wages or salary (but not loss of other income) not t $25 per day because of his attendance at hearings or trials at such requ

Definitions

When used in this policy (including endorsements forming a part hereof):

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

"bodily injury" means bodily injury, sickness or disease sustained by any person;

"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, caissoning, 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) the transportation of property, unless the injury or damage arises out of a vehicle created

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

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

"damages" includes damages for death and for care and loss of service ing from bodily injury and damages for loss of use of property resulti property damage;

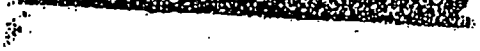
"elevator" means any hoisting or lowering device to connect floors or whether or not in service, and all appliances thereof including any car, p shaft, hoistway, stairway, runway, power equipment and machinery; but d include an automobile servicing hoist or a hoist without a platform outside ing is without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

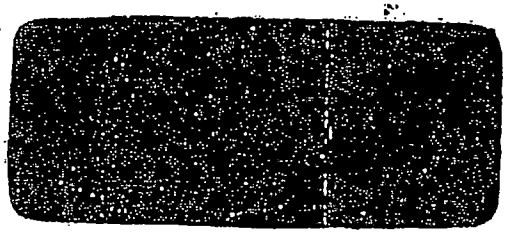
"explosion hazard" includes property damage arising out of blasting, plosion. The explosion hazard does not include property damage (1) arising the explosion of air or steam vessels, piping under pressure, prime move chinery or power transmitting equipment, or (2) arising out of operations per for the named insured by independent contractors, or (3) included with completed operations hazard or the underground property damage hazard, for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) ag agreement, except in connection with construction or demolition operations adjacent to a railroad, (3) undertaking to indemnify a municipality requi municipal ordinance, except in connection with work for the municipali sidetrack agreement, or (5) elevator maintenance agreement;

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

"mobile equipment" means a land vehicle (including any machinery or ap attached thereto), whether or not self-propelled, (1) not subject to motor registration, or (2) maintained for use exclusively on premises owned by or to the named insured, including the ways immediately adjoining, or (3) de for use principally off public roads, or (4) designed or maintained for th purpose of affording mobility to equipment of the following types form





SPECIMEN FORM From BSU

GENERAL AUTOM LIABILITY POLICY PROVISION:

CONTRACT SECTION

ACE00015
CONFIDENTIAL

Insert Declarations Page and Cover Form(s) here so that top edge butts against number to appear through window. ATTACH ENDORSEMENTS, IF ANY. Title of Contract and policy number TOP BACK OF DECLARATION

integral part of or permanently attached to such vehicles power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the pick-up or truck type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

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

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

"occurrence" means an accident, including injurious exposure to conditions, which results, during the policy period, 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 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 injury to or destruction of tangible property;

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

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

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

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

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.

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

4. Insured's Duties in the Event of Occurrence, Claim or Suit.

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.

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

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

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

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

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

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

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

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

7. Subrogation. In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery thereby against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

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

9. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall

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dit, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. Three Year Policy. If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

11. Cancellation. This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such 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 the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time 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.

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

In Witness Whereof, the company has caused this policy to be signed by its president and a secretary at Hartford, Connecticut, and countersigned on the declarations page by a duly authorized representative of the company.

Secretary

President

This endorsement modifies the provisions of the policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

Nuclear Energy Liability Exclusion Endorsement—Broad Form

It is agreed that:

I. The policy does not apply:

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

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

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

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

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

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

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

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

II. As used in this endorsement:

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

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

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

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

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

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

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

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

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

NEW YORK—It is agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement—Broad Form" printed above do not apply in New York with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

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This endorsement forms a part of the Policy to which attached, effective [illegible]

Insured: Columbia Nitrogen Corporation [illegible]

☒ AETNA INSURANCE COMPANY
☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY
CENTURY INDEMNITY COMPANY

Policy Number: CG 35 02 59
End. No.
Date: 1/1/71
Effective on the [illegible] Hour Standard Time at the [illegible]

ALWAYS REQUIRED

The information above is required only when this endorsement is issued subsequent to the preparation of the Policy.

ENDORSEMENT

The following forms are attached to policy:

2-600-203	2-049-202 (7)	2-600-242 (2)
2-600-214	2-049-206 (5)	CU02
2-600-213	2-600-253 (6)	EQ003

Subject otherwise to all the terms, limits and conditions of the Policy.

Unattached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form 2-049-202 Ed. July 69
Printed in U.S.A.

Products	(b) Sales	(c) Per (Units) of Sales		
Sale of Products manufactured				
Ammonia 1173	as per schedule			
Fertilizer 1099	as per schedule			
		Total Advance P.I. and P.O. Premiums		
			Total Advance Premium	

Location of all premises owned by, rented to or controlled by the named insured: various locations

Interest of named insured in such premises: various ("OWNER", "GENERAL LESSEE" OR "TENANT")

Part occupied by named insured: no common

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

When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"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 sublet 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 subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"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 related in any way to the operations of the named insured, but excluding taxes which the named insured collects as agent for and remits directly to a governmental division;

"remuneration" means the entire remuneration named during the policy period by proprietors and by all employees of the named insured [illegible]

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COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

COVERAGE is provided in Company (X) below

(X) ÆTNA INSURANCE COMPANY

( ) ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

( ) CENTURY INDEMNITY COMPANY

SCHEDULE — General—Automobile Liability Policy No. CG 35 02 59

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES (A) Bodily Injury (B) (C) Property Damage	ADVANCE PREMIUM (D) Bodily Injury	Property Damage
Premises—Operations		(a) Area (sq. ft.) (b) Frontage (c) Remuneration	(a) Per 100 sq. ft. of Area (b) Per lineal ft. (c) Per $100 of Remuneration		
As per schedules attached				4,556.	3,297.
Explosion, collapse or underground - Property Damage Liability (2-650-342)					2,208.
Personal Injury (2-600-214)				752.	
Additional Insured (0109)				7.	4.
Additional Insured - Employees				228.	275.
Excess Limits Charge				35.	95.
Elevators (Number of Premises)		Number Insured	Per Elevator		
Included in premises-operations					
Independent Contractors		Cost	Per $100 of Cost		
Construction Operations-Other	0512	If any	.015 .0085	MP 0.	MP 0.
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts		
Products		(b) Sales	(b) Per $1,000 of Sales		
Sale of Products manufactured by others	1173	as per schedule		70.	35.
Fertilizer	1099	as per schedule		1,577.	2,333.
			Total Advance D.I. and P.D. Premiums	7,329.	8,253.
			Total Advance Premium		15,582.

Location of all premises owned by, rented to or controlled (unless otherwise stated as item 1 of declarations) by the named insured: various locations

Interest of named insured in such premises: various — ("OWNER", "GENERAL LESSEE" OR "TENANT")

Part occupied by named insured: as desired

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

When used as a premium basis,

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"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 subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"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 stated as 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 separate item and remits directly to a governmental division;

"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;

"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.

Form [illegible] (Ed. 10-1-60) (over) Printed in U.S.A.

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I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

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

Coverage A. bodily injury or
Coverage B. property damage

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

Exclusions

This insurance does not apply

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

(b) to bodily injury or property damage arising out of the ownership, maintenance, use, loading or unloading of

(1) any automobile or aircraft owned or operated by or rented or loaned to the named insured; or,

(2) any other automobile or aircraft operated by any person in the course of his employment by the named insured;

but the 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 the named insured;

(c) 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 the named insured;

(d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the named insured, but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent contractors or liability assumed by the insured under an incidental contract;

(e) 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;

(f) to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage

(1) in violation of any statute, ordinance or regulation,

(2) to a minor,

(3) to a person under the influence of alcohol, or

(4) which causes or contributes to the intoxication of any person;

(g) 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;

(h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(i) 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;

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

(k) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising, visual or printed instructions prepared or developed by any insured, but this exclusion does not apply to bodily injury or property damage resulting from the failure of reinstructioning of such products or work;

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

(m) 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;

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

(o) to property damage included within

(1) the collapse hazard in connection with operations identified in the policy by a classification code number which includes the symbol "c",

(2) 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:

(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;

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

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

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

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

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

(2) 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 (1).

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

III. LIMITS OF LIABILITY

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

Coverage A—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two 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 person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

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

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

(1) all property damage arising out of premises or operations rated on a remuneration basis or 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.

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

IV. POLICY PERIOD, TERRITORY

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

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I COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

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

Coverage A, bodily injury or
Coverage B, property damage

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

Exclusions

This insurance does not apply:

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

(b) to bodily injury or property damage arising out of the ownership, maintenance, use, loading or unloading of

(1) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or

(2) any other automobile or aircraft operated by any person in the course of his employment by the named insured;

but this exclusion does not apply to the parking, at an automobile premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, of such automobile or aircraft not owned by or rented or loaned to the named insured;

(c) 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 the named insured;

(d) to bodily injury or property damage arising out of the ownership, maintenance, use, loading or unloading of any watercraft if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the named insured, but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract;

(e) 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;

(f) to bodily injury or property damage for which the insured or his indemnitee may be liable as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage

(1) in violation of any statute, ordinance or regulation,

(2) at or from any premises

(3) to a person under the influence of alcohol or

(4) which causes or contributes to the intoxication of any person;

(g) 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;

(h) to bodily injury to any employee of the insured arising out of and in the course of such employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(i) 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;

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

(k) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to the existence of deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured, but this exclusion does not apply to bodily injury or property damage resulting from the sudden malfunctioning of such products or work;

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

(m) 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;

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

(o) 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 "X",

(2) the collapse hazard in connection with operations identified in the 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:

(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;

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

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

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

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

(1) 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 (ii).

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

III. LIMITS OF LIABILITY

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

Coverage A—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two 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 person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

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

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

(1) all property damage arising out of premises or operations rated on a remuneration basis or 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.

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

IV. POLICY PERIOD; TERRITORY

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

ACE00021
CONFIDENTIAL

PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

COVERAGE is provided in Company indicated below:

☒ A = ÆTNA INSURANCE COMPANY

☐ U = ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

SCHEDULE — General Automobile Liability Policy No. CA 35 02 [illegible]

COVERAGE	LIMITS OF LIABILITY
P. Personal Injury Liability	$ each person aggregate $ A U general aggregate [illegible]

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 PREMIUMS
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	$ 228. [illegible]
B. Libel, Slander, Defamation, or Violation of Right of Privacy	$ 228. [illegible]
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	$ 228. [illegible]
Insured's Participation: % — Minimum Premium $ — Total Advance Premium	$ 7 3 9

Elimination of Exclusion "C" 68) [illegible]

8 752

I. COVERAGE P—PERSONAL INJURY LIABILITY

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

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

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

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

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

Exclusions

This insurance does not apply

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

(b) to personal injury arising out of the 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;

(e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof;

II. PERSONS INSURED (included in policy)

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;

(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 the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate".

Subject to the above provision respecting "each person aggregate", the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate".

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

IV. AMENDED 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.

Form 2200-214 Ed. 10-1-66 (Rev 3-1-67) — Printed in U.S.A.

ACE00022
CONFIDENTIAL

CONTRACTUAL LIABILITY INSURANCE COVERAGE PART (Designated Contracts Only)

Coverage is provided in Company initialed below.

☒ A = ÆTNA INSURANCE COMPANY

☐ U = ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

SCHEDULE General Automobile Liability Policy No. CG 35 02 59

The insurance afforded for contractual liability is only with respect to such of the following coverages as are indicated by a specific premium charge applicable thereto. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

AU 5 02 3

COVERAGES	LIMITS OF LIABILITY	
Contractual Bodily Injury Liability	$	each person
	$	each occurrence See Endorsement #2
Contractual Property Damage Liability	$	each occurrence Paragraph 3
	$	aggregate

DESIGNATION OF CONTRACTS	CODE	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
		(a) Number (b) Cost	(a) Per Certificate (b) Per $100 of Cost			
It is hereby understood and agreed that Condition #7 entitled "Subrogation" does not apply with respect to Pittsburg Plate Glass Co., Stamicarbon, N.V. Staatsmijen, Battelle Industrial Services, Inc. Fidelity Construction and Maintenance Co., Inc. Patchen, Kingledorff & Associates, Industrial Technical Services, and all individuals and/or associated companies.	0521	flat charge			42. 49.	19. 32.
					49.	32.
			Total Advance B.I. and P.D. Premiums		42.	19.
				Total Advance Premium	$ 61.	/e/

(Incl. in policy prem.)

When used as a premium basis,

"cost" means the total cost to any indemnitee with respect to any contract which is insured of all work let or sublet 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 the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due

I. COVERAGE Y—CONTRACTUAL BODILY INJURY LIABILITY

COVERAGE Z—CONTRACTUAL PROPERTY DAMAGE LIABILITY

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

Coverage Y. bodily injury or
Coverage Z. property damage

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

Exclusions

This insurance does not apply:

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

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

(2) supervisory, inspection or engineering services;

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

(c) to bodily injury or property damage for which the indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage (1) in violation of any statute, ordinance or regulation, (2) to a minor, (3) to a person under the influence of alcohol, or (4) which causes or contributes to the intoxication of any person,

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

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

(f) to property damage to

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

(2) property used by the insured, or

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

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

(h) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or written instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;

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

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

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

(l) to property damage included within (1) the explosion hazard, (2) the collapse hazard, or (3) the underground property damage hazard.

Form [illegible] (10-60) (Rev. 11-67) (over) Printed in U.S.

ACE00023
CONFIDENTIAL

I. 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;

(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.

II. LIMITS OF LIABILITY

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

Coverage Y—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

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

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

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

III. 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 a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

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

IV. POLICY PERIOD, TERRITORY

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

V. ADDITIONAL CONDITION

Arbitration

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

ACE00024
CONFIDENTIAL

COVERAGE is provided in Company indicated below:

☒ ÆTNA INSURANCE COMPANY

☐ U = ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

SCHEDULE — General—Automobile Liability Policy No. CO 35 02 59

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises—Operations		(a) Area (sq. ft.) (b) Frontage (c) Remuneration	(a) Per 100 sq. ft. (b) Per lineal ft. (c) Per $100 of Remuneration			
Columbia Nitrogen Corporation						
Warehouse located at various locations	0169	5	17.35	9.11	87.	46.
Dealer Tanks located at various locations	301	229	1.39	.55	318.	126.
Railroad Tank Cars	301	176	1.39	.55	245.	97.
Railroad Tank Cars (6 months)	301	91	.70	.28	64.	26.
Elevators						
Augusta, Georgia Factory Elevator	0799	one	flat charge		22.	

Form 2-600-25S

ACE00025
CONFIDENTIAL

COVERAGE is provided in Company indicated below:

[X] (A) ÆTNA INSURANCE COMPANY

[ ] (U) ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

DIVISION SCHEDULE

General—Automobile Liability Policy No. CG 35 02 59

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES (A) BODILY INJURY	RATES (U) PROPERTY DAMAGE	ADVANCE PREMIUM BODILY INJURY	ADVANCE PREMIUM PROPERTY DAMAGE
Premises—Operations		(a) Area (sq. ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. ft. of Area (b) Per lineal ft. (c) Per $100 of Remuneration			
Columbia Nitrogen Corporation						
Warehouse located at various locations	0169	5	17.35	9.11	87.	46.
Dealer Tanks located at various locations	301	229	1.39	.55	318.	126.
Railroad Tank Cars	301	176	1.39	.55	245.	97.
Railroad Tank Cars (6 months)	301	91	.70	.28	64.	25.
Elevators						
Augusta, Georgia Factory Elevator	0759	one	flat charge		22.	

ACE00026
CONFIDENTIAL

COVERAGE is provided in Company indicated below:

[X] (E) ÆTNA INSURANCE COMPANY

[ ] (U) ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

EXTENSION SCHEDULE — General—Automobile Liability Policy No. CG 35 02 59

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASIS	RATES: Bodily Injury	RATES: Property Damage	ADVANCE PREMIUM: Bodily Injury	ADVANCE PREMIUM: Property Damage
Premises—Operations		(a) Area (sq. ft.) (b) Frontage (c) Remuneration	(a) Per 100 sq. ft. of Area (b) Per linear ft. (c) Per $100 of Remuneration			
Columbia Nitrogen Corporation						
Augusta, Georgia						
Ammonia Mfg. rated as: Chemical Mfg. N.O.C.	2471X	(c) 175,616	.100	.084	176.	148.
Ammonia Nitrogen Mfg. Rated as: Chemical Mfg. N.O.C.	2471X	(c) 1,053,697	.100	.084	1054.	885.
Acid Mfg.	2471	(c) 526,848	.100	.081	527.	427.
Fertilizer Mfg.	2486	(c) 46,343	.088	.104	41.	48.
Explosion, Collapse or underground Property Damage Liability						1561.
Products			Per $1000. of Sales			
Sale of Products manufactured by others	1173	1,415,730	.024	.012	34.	17.
Fertilizer	1099	9,607,368	.06	.089	576.	855.

100-253

ACE00027
CONFIDENTIAL

COVERAGE is provided in Company initialed below:

[X] A — ETNA INSURANCE COMPANY

[ ] U — ETNA FIRE UNDERWRITERS INSURANCE COMPANY

EXTENSION SCHEDULE

General—Automobile Liability Policy No. CG 35 02 59

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS Premises—Operations	CODE NO.	PREMIUM BASES (a) Area (sq. ft.) (b) Frontage (c) Remuneration	RATES BODILY INJURY (a) Per 100 Sq. ft. of Area (b) Per Lineal Ft. (c) Per $100 of Remuneration	RATES PROPERTY DAMAGE	ADVANCE PREMIUM BODILY INJURY	ADVANCE PREMIUM PROPERTY DAMAGE
Micro, Inc.,						
Augusta, Georgia						
Warehouse located at various locations	0169	one	17.35	9.11	17.	9.
Railroad Tank Cars	391	5	1.39	.55	7.	3.
Caprolactum Mfg. rated as: Chemical Mfg. N.O.C.	2471X	509,285	.100	.084	509.	428.
Explosion, collapse or underground property Damage Liability						647.
Elevators						
Augusta, Georgia						
Factory Elevator	0799	one	flat charge		15.	
Products			Per $1000. of sales			
Fertilizer	1099	10,473,000	.06	.089	628.	932.

IH-10-253

ACE00028
CONFIDENTIAL

COVERAGE is provided in Company indicated below:

[X] ÆTNA INSURANCE COMPANY

[ ] U = ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

EXTENSION SCHEDULE

General—Automobile Liability Policy No. CG 35 02 59

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES (Basis)		ADVANCE PREMIUMS	
			Bodily Injury	Property Damage	Bodily Injury	Property Damage
Premises—Operations		(a) Area (sq. ft.) (b) Frontage (c) Remuneration	(a) Per 100 sq. ft. of Area (b) Per lineal ft. (c) Per $100 of Remuneration			
Charleston Division						
Charleston, South Carolina						
Dealer tanks located at various locations	301	334	1.39	.55	464.	184.
Fertilizer Mfg.	2468	325,550	.099	(.074)	322.	241.
Products			Per $1000. of Sales			
Sale of Products manufactured by others	1173	505,000	.024	.012	(12.)	(6.)
Fertilizer	1099	1,944,359	.05	.03	117.	173.

Form 2-600-253

ACE00029
CONFIDENTIAL

COVERAGE is provided in Company indicated below

[X] ÆTNA INSURANCE COMPANY

[ ] U = ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

EXTENSION SCHEDULE — General—Automobile Liability Policy No. CG 35 02 59

DESCRIPTION OF HAZARDS	CODE NO.	GENERAL LIABILITY HAZARDS — PREMIUM BASES	RATES (A)	RATES (B)	ADVANCE PREMIUM (A)	ADVANCE PREMIUM (B)
Premises—Operations		(a) Area (sq. ft.) (b) Frontage (c) Remuneration	(a) Per 100 sq. ft. of Area (b) Per lineal ft. (c) Per $100 of Remuneration			
Dagon Division						
Augusta, Georgia						
Dealer Tanks located at various locations	301	44	1.39	.55	61.	24.
Fertilizer Mfg.	2468	118,470 139,902	.088	.104	123.	146.
			Per $1,000 of Sales			
Products						
Sale of Products manufactured by others	1173	499,000	.024	.012	10.	5.
Fertilizer	1099	1,523,000. 1,700,200	.06	.089	102.	151.

OHA 2-669-252

ACE00030
CONFIDENTIAL

COVERAGE is provided in Company indicated below:

[X] ( ) ÆTNA INSURANCE COMPANY

[ ] ( ) ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

ION SCHEDULE — General—Automobile Liability Policy No. CG 35 02 59

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES (BODILY INJURY)	RATES (PROPERTY DAMAGE)	ADVANCE PREMIUMS (BODILY INJURY)	ADVANCE PREMIUMS (PROPERTY DAMAGE)
Premises — Operations		(a) Area (sq. ft.) (b) Frontage (c) Remuneration	(a) Per 100 sq. ft. of Area (b) Per linear ft. (c) Per $100 of Remuneration			
Moultrie Division						
Moultrie Georgia						
Private Residence	0770	5	2.43	.37	12.	2.
Dealer Tanks located at various locations	301	114	1.39	.55	158.	63.
Fertilizer Mfg.	2468	122,047 380,085	.088	.104	334.	395.
Products			For $1,000. of Sales			
Sale of Products manufactured by others	1173	581,000	.024	.012	14.	7.
Fertilizer	1099	2,496,002	.06	.089	150.	222.

Form 2-500-253

ACE00031
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(The Attaching Clause is to be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

IRB-G 339

LG 51
(Ed. 6-70)

EXCLUSION

(Contamination or Pollution)

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

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

This endorsement, effective 12 01 A.M. standard time forms a part of policy No:

issued to

by

Authorized Representative

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

(Countersigned)

ACE00032
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, et al

AETNA INSURANCE COMPANY
AETNA FIRE UNDERWRITERS INSURANCE COMPANY

A U S U 2 6

CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after ☐ 12:00 Noon Standard Time, ☐ 12:01 A.M.
CG 35 02 59 ALWAYS REQUIRED	1	1/1/71	

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

NAMED INSURED:

COLUMBIA NITROGEN CORPORATION
NIPRO, INC. AND/OR
FIDELITY CONSTRUCTION AND MAINTENANCE COMPANY
COLUMBIA DIVISION, AND/OR ANY OWNED, CONTROLLED,
AFFILIATED, OR SUBSIDIARY COMPANY OR CORPORATION
AS THEIR INTEREST MAY APPEAR.

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form 2-C36-202 Ed. July 69
Printed in U.S.A.

ACE00033
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, etal

☒ AETNA INSURANCE COMPANY
☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY
A U S U 2 6
☐ CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after ☐ 12:00 Noon. Standard Time. ☐ 12:01 A.M.
00 35 02 59	2	1/1/71	

ALWAYS REQUIRED — The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

AMENDATORY ENDORSEMENT

TYPIST - PLEASE INSERT U 4205 IN THESE SPACES

It is agreed that the policy is amended as follows:

(1) Policy Period, Territory. Such insurance as is afforded by the policy applies subject to the following provisions:

Insuring Agreement IV, Policy Period, Territory, is amended to read:

This policy applies only to TANGIBLE BODILY INJURY, sickness, disease, including death at any time resulting therefrom, and injury to or destruction of property, including the loss of use thereof, caused by occurrences which occur during the policy period.

If claim is made or suit is brought elsewhere than within the United States of America, its territories or possessions or Canada, the Company shall have the right but not the duty to investigate and settle such claims and to defend such suits. In any case in which the Company elects not to investigate, settle or defend, the insured under the supervision of the Company will make or cause to be made such investigation and defense as are reasonably necessary, and subject to prior authorization by the Company, will effect to the extent possible such settlement or settlements as the Company and the insured deem prudent.

THE COMPANY SHALL REIMBURSE THE INSURED FOR THE REASONABLE COSTS of such investigation and defense and within the applicable limits of liability of the policy, for the amounts of such authorized settlements.

Subject otherwise to all the terms, limits and conditions of the Policy.
If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Form 2-290-206 Ed. July 69
Printed in U.S.A.

Authorized Agent

ACE00034
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, etal

AETNA INSURANCE COMPANY
AETNA FIRE UNDERWRITERS INSURANCE COMPANY
CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after ☐ 12:00 Noon Standard Time, ☐ 12:01 A.M.
CG 35 02 59	2 (continued)		

ALWAYS REQUIRED — *The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.*

ENDORSEMENT

Except as to the United States of America, its territories or possessions, or Canada, the insurance afforded by this paragraph shall apply as excess insurance over any other valid and collectible insurance.

(2) Definition "Incidental Contract" is amended to read:

The words "Incidental Contract" means any agreement made in connection with the usual business operations of the insured.

(3) Exclusions (A), (F) and (G) 1, 2 and 3 are not applicable.

(4) Exclusions (I), 1, 2 and 3 of the policy is amended to read as follows:

Under coverage B to injury to or destruction of, (1) Property owned by the insured or (2) any goods or products manufactured, sold, handled or distributed or premises alienated by the named insured, out of which the occurrence arises.

Subject otherwise to all the terms, limits and conditions of the Policy.
If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Form F-040-20a Ed. July 69
Printed in U.S.A.

Authorized Agent

ACE00035
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, et al

☒ AETNA INSURANCE COMPANY

☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY

CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after
CG 35 02 59 ALWAYS REQUIRED	3	1/1/71	12:00 Noon Standard Time at 12:01 A.M.

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

NURSES AND FIRST AID EMPLOYEES COVERAGE ENDORSEMENT

It is agreed that such insurance as is afforded by the policy, under Insuring Agreement 1.- Coverage A also applies to any registered nurse or first aid employee employed by the named insured, as an insured, with respect to liability imposed by law on such nurse or first aid employee for damages arising out of malpractice including error, mistake and omission of such nurse or first aid employee in the rendering of nursing services in the course of their employment with the named insured.

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Form 7-040-202 Ed. July 69
Printed in U.S.A.

Authorized Agent

ACE00036
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured: Columbia Nitrogen Corporation, etal

☒ AETNA INSURANCE COMPANY

☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY

CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after 12:00 Noon Standard Time 12:01 A.M.
CG 35 02 59	4	1/1/71	

ALWAYS REQUIRED

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

WATERCRAFT

It is agreed that the Exclusion of Watercraft in the policy does not apply to the maintenance, operation and use, loading or unloading of non-owned and hired watercraft, subject to the following provisions:

1. The insurance does not apply to any such watercraft:

   (A) While rented to others, and

   (B) While carrying passengers for a consideration.

2. Such insurance as is afforded by this endorsement applies as excess over any other valid and collectible insurance.

Subject otherwise to all the terms, limits and conditions of the Policy

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form B-940-283 Ed. July-69
Printed in U.S.A.

ACE00037
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date at 12:01 A.M. unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, etal

[X] AETNA INSURANCE COMPANY

[ ] AETNA FIRE UNDERWRITERS INSURANCE COMPANY

A U 5 U 2 5

CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after, Standard Time,
CO 35 02 59 ALWAYS REQUIRED	5	1/1/71	12:00 Noon 12:01 A.M.

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

ADDITIONAL INSURED - EMPLOYEES

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

The unqualified word "Insured" also includes any employee of the named insured while acting within the scope of his duties as such provided that the named insured, after an occurrence has taken place, which results or appears likely to result in a claim against any employee, specifically request the Company to extend coverage to such employee as an additional insured; however, the policy shall not afford insurance to such employee for personal injury to or property damage of another employee of the same employer or damage to property owned, rented, used or occupied by any named insured.

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form 2-040-202 Ed. July 69
Printed in U.S.A.

ACE00038
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date at 12:01 A.M. unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, et al

☒ AETNA INSURANCE COMPANY
☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY

CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after 12:01 Noon Standard Time. 12:01 A.M.
CG 35 02 59 ALWAYS REQUIRED	6	1/1/71	

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

It is hereby understood and agreed that the undermentioned policy includes the following location used by the Insured for recreational purposes:

Approx. 1135 acres -
Premises of Floyd Mc Gowan and
Floyd Mc Gowan Jr.
Kendall Co., Texas

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form 3-040-202 Ed. July 69
Printed in U.S.A.

ACE00039
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, etal

AETNA INSURANCE COMPANY
AETNA FIRE UNDERWRITERS INSURANCE COMPANY
CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after 12:00 Noon Standard Time, 12:01 A.M.
CG 35 02 59	7	1/1/71	

ALWAYS REQUIRED — The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

ENDORSEMENT

DEDUCTIBLE BODILY INJURY AND PROPERTY DAMAGE LIABILITY.

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions: -

1. $1,000.- shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of bodily injury, sickness, disease or death sustained by one or more person or persons as the result of any one occurrence and the Company shall be liable only for the difference between such deductible amount and the applicable limit of liability for each occurrence as stated in the policy.

2. $1,000.- shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of the injury to or destruction of all property of one or more persons or organizations including the loss of use thereof as the result of one occurrence and the Company shall be liable only for the difference between such deductible amount and the applicable limit of liability for each occurrence as stated in the policy.

3. The terms of the policy, including those with respect to notice of occurrence and the Company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.

4. 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 named insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

Subject otherwise to all the terms, limits and conditions of the Policy.
If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Form 2-940-706 Ed. July 69.
Printed in U.S.A.

Authorized Agent

ACE00040
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured: Columbia Nitrogen Corporation, etal

☒ AETNA INSURANCE COMPANY

☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY ☐ CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after ☐ 12:00 Noon. Standard Time. ☐ 12:01 A.M.
CG 35 02 59 ALWAYS REQUIRED	8	1/1/71 71	

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

EXPERIENCE RATING ENDORSEMENT

It is hereby understood and agreed, that the premium charged in this policy include a rating of -

49% Credit
16.%

It is further agreed that such rating is effective until 1/1/72. 73

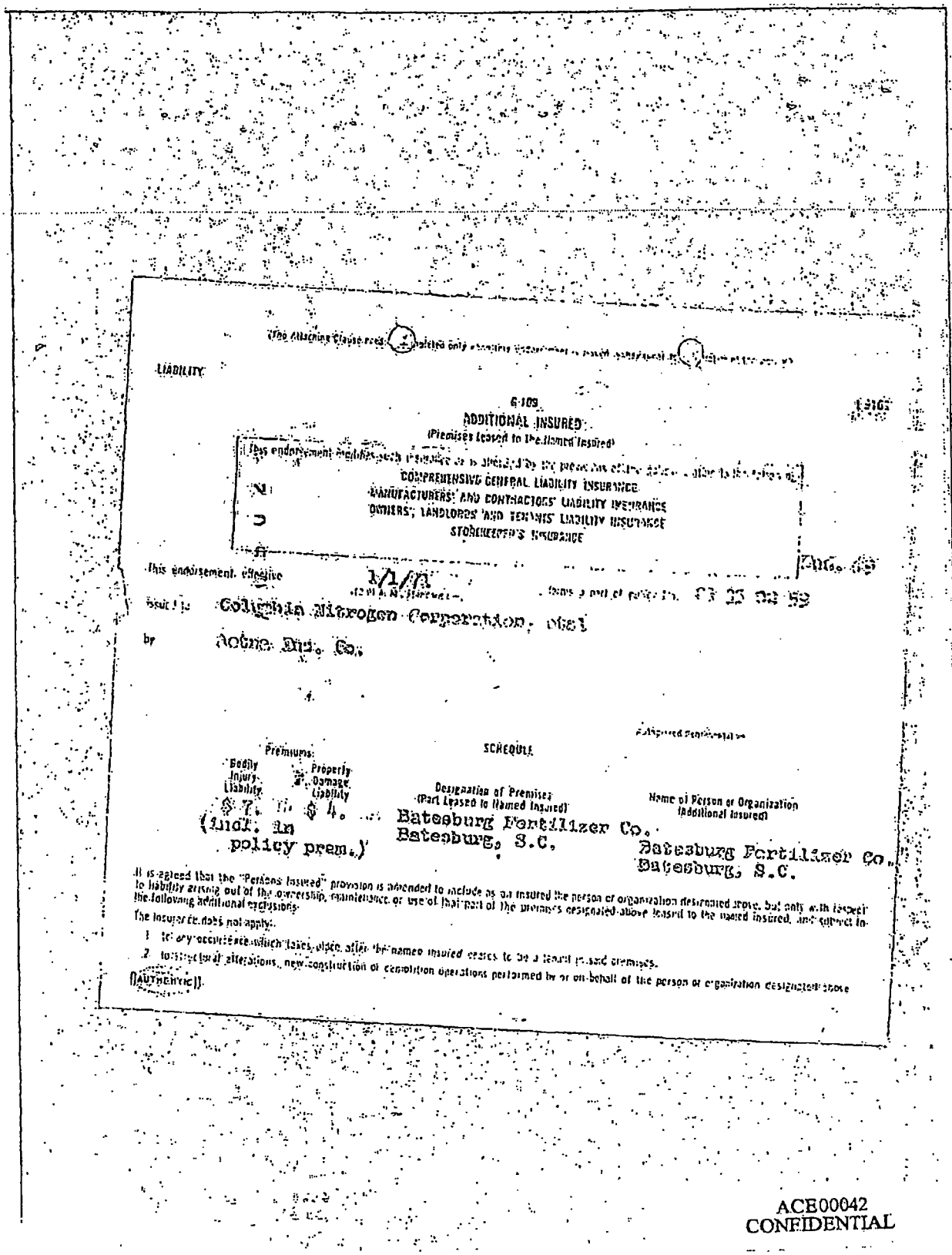
Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form 2-930-292 Ed. July 69
Printed in U.S.A.

ACE00041
CONFIDENTIAL



This Attaching Clause Only

LIABILITY

G-109

ADDITIONAL INSURED

(Premises Leased to the Named Insured)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

This endorsement, effective 1/1/[illegible] 12:01 A.M. Std. Time, forms a part of policy No. 03 23 00 59

issued to Columbia Nitrogen Corporation, et al

by Acme Ins. Co.

SCHEDULE

Premiums: Bodily Injury Liability	Premiums: Property Damage Liability	Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)
$ T. In $ 4. (Incl. in policy prem.)		Batesburg Fertilizer Co., Batesburg, S.C.	Batesburg Fertilizer Co., Batesburg, S.C.

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated above, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises designated above leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises.
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated above.

(AUTHENTICATED)

ACE00042
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

COLUMBIA NITROGEN CORPORATION ET AL

☒ AETNA INSURANCE COMPANY

☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY ☐ CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after ☐ 12:00 Noon Standard Time ☐ 12:01 A.M.
CG 35 02 59 ALWAYS REQUIRED	010	11/1/71	

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

EXCLUSION

(CONTAMINATION OR POLLUTION)

IT IS AGREED THAT THE INSURANCE DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS, OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER BY OR ON BEHALF OF THE INSURED. BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL.

contaminants

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid unless countersigned by an authorized agent of the Company.

ACE00043
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, etal

AETNA INSURANCE COMPANY
AETNA FIRE UNDERWRITERS INSURANCE COMPANY
A U 3 U 4 U
CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after ☐ 12:00 Noon Standard Time: ☐ 12:01 A.M.
CU 35 02 59 ALWAYS REQUIRED	11	1/1/71	

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

ENDORSEMENT

1. It is understood and agreed that policy is extended to cover Nurse Tanks and other equipment leased to others.

2. The interest of said lessee is also covered hereunder for limits of $100,000. each person, $300,000. each occurrence Bodily Injury and $50,000. each occurrence Property Damage.

3. It is further agreed that the policy deductible shall not apply to Nurse Tanks leased to others.

4. Name and address of lessee, receipts and description of equipment rented is to be forwarded to the Company.

RATING BASIS

$1.00 per $100.00 receipts

Code - 301 Exposure - to be determined on audit.

Minimum Premium - $35.00 per lessee, per year.

Nothing contained in this endorsement shall be construed as increasing company limits of liability.

Subject otherwise to all the terms, limits and conditions of the Policy:
If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Form [illegible]-206 Ed. July 69
Printed in U.S.A.

Authorized Agent

ACE00044
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, et al

AETNA INSURANCE COMPANY
AETNA FIRE UNDERWRITERS INSURANCE COMPANY

A U 5 U 2 9

CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date
CO 35 02 59 ALWAYS REQUIRED	12	1/1/71

Effective on and after 12:00 Noon Standard Time, 12:01 A.M.

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

PREMIUM SUMMARY

ANNUAL PREMIUM	DEPOSIT PREMIUM	MONTHLY PAYMENTS
$15,543.	$3,883.	$1060.

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form 7-040-202. Ed. July 69
Printed in U.S.A.

ACE00045
CONFIDENTIAL

Ætna

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein. Issued

Name of Company: Columbia Nitrogen Corporation, etal

Aetna Ins. Co.

Policy Number:	End. No.	Date:	
3J 302 59 ACCEPTANCE REQUIRED	13	1/1/71	Effective on and after 12:01 A. M. Standard Time.

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

EXPLOSION, COLLAPSE OR UNDERGROUND PROPERTY DAMAGE COVERAGE

In consideration of the additional advance premium indicated as applicable to the classification code(s) shown below, it is agreed that with respect to the designated location or job the policy exclusion for which a specific rate or premium increment is shown does not apply.

Designated Location or Job:

Operations of Columbia Nitrogen Corporation

CLASSIF. CODE	ESTIMATED PAYROLL	EXCLUSIONS (Deleted only where Specific Rate Increment Shown.) Collapse Hazard Excl. Rate Increment	Explosion Hazard Excl. Rate Increment	Explosion & Collapse Hazard Exclusions Rate Increments	Underground Property Damage Hazard Excl. Rate Increment	MINIMUM PREMIUM INCREMENT	ADVANCE PREMIUM
5474(1)	229,313.	incl.	.127		incl.	5.	3,562. (3562. policy prem.)

Subject otherwise to all the terms, limits and conditions of the policy.

Authorized Agent

Form 2-G50-342

ACE00046
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Columbia Nitrogen Corporation, et al

Name of Company

Aetna Insurance Company

Policy Number	End. No.	Date
150 35 02 59 ALWAYS REQUIRED	24	1/1/72

Effective on and after 12:01 A. M. Standard Time.

This information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

EXPLOSION, COLLAPSE OR UNDERGROUND PROPERTY DAMAGE COVERAGE

In consideration of the additional advance premium indicated as applicable to the classification code(s) shown below, it is agreed that with respect to the designated location or job the policy exclusion for which a specific rate or premium increment is shown does not apply.

Designated Location or Job

Operations of Nitrogen

CLASSIFICATION CODE	ESTIMATED PAYROLL	EXCLUSIONS (Deleted only where Specific Rate Increment Shown) Collapse Hazard Excl. Rate Increment	Explosion Hazard Excl. Rate Increment	Explosion & Collapse Hazard Exclusions Rate Increments	Underground Property Damage Hazard Excl. Rate Increment	MINIMUM PREMIUM INCREMENT	ADVANCE PREMIUM
2771	509,285	Incl.	.127		Incl.		647. (Included in Policy Premium)

Subject otherwise to all the terms, limits and conditions of the policy.

Authorized Agent

Form 7-650-342

ACE00047
CONFIDENTIAL

EXHIBIT "5"

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON PCS Nitrogen, Inc., Plaintiff, v. Continental Casualty Company, Admiral Insurance Company, United States Fire Insurance Company, and ACE Property & Casualty Insurance Company, Defendants.	)	IN THE COURT OF COMMON PLEAS CASE NO: 11-CP-10-387 **PLAINTIFF PCS NITROGEN, INC.'S FIRST SET OF REQUESTS TO ADMIT TO DEFENDANT ACE PROPERTY & CASUALTY INSURANCE COMPANY**

Pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, Plaintiff, PCS Nitrogen, Inc. ("PCS"), serves the following Requests to Admit on Defendant ACE Property and Casualty Insurance Company, formerly known as Aetna Insurance Company ("ACE" or "Aetna"). Such Requests for admissions, pursuant to the Rule, shall be deemed admitted unless within thirty (30) days from the date hereof counsel for PCS received written answer or objection. If objection is made, the reasons for such objection shall be stated. The answer to each Request shall specifically deny the matter or set forth in detail why the answering party cannot truthfully admit or deny the matter. If any Request can be admitted in part, the answering party must specify so much of the request as being true, and specify the qualification or denial of the remainder.

I. INSTRUCTIONS AND DEFINITIONS

A. The terms "Defendant" or "ACE" or "Aetna" as used in these Requests to Admit shall be construed broadly and shall mean Defendant ACE Property & Casualty Insurance

Company and its predecessors, successors, affiliates, other entities currently or previously related to ACE Property & Casualty Insurance Company, including but not limited to Aetna Insurance Company, and any agents of ACE Property & Casualty Insurance Company and/or Aetna Insurance Company.

B. Unless otherwise noted, the term "CNC" shall refer to "old CNC" as old CNC is defined and used in the September 28, 2007 Findings of Fact and Conclusions of Law of the United States District Court of the District of South Carolina in the *Ashley II* action captioned *Ashley II of Charleston, L.L.C. v. PCS Nitrogen, Inc., et al.* (No. 2:05-2782).

C. To the extent any documents are responsive to or produced in connection with any response to these Requests to Admit, Defendant is requested to specifically refer to such documents by Bates number, date, author, and location, and/or shall produce them as they are kept in the usual course of business, and to organize and label them to correspond with the Request to Admit to which they relate.

D. The term "document" shall be construed as broadly as possible consistent with the South Carolina Rules of Civil Procedure, and shall include, but shall not be limited to, the original and any non-identical copy of any handwritten, printed, typed, photocopied, reproduced, recorded, electronically stored, videotaped, photographed or microfilmed material such as correspondence, insurance policies, underwriting documents, writings, studies, contracts, other legal documents, memoranda, notes, remarks, facsimiles, reports, statements, commentaries, reviews, e-mails, agendas, recordings, maps, charts, microfilm, microfiche, computer records, videos, photographs, posters, fliers, tickets, promotional materials, etc., and shall include any corresponding attachments or enclosures.

E. These Requests to Admit are continuing in nature and Defendant's responses must be supplemented up to and during the course of trial to the extent Defendant obtains new or additional information and documents after serving its initial responses to these Requests to Admit.

F. If Defendant objects to any part of these Requests to Admit, set forth the basis for any objection and admit or deny all parts of the Requests to Admit to which Defendant does not object.

G. If in answering these Requests to Admit, Defendant claims any ambiguity in interpreting either an individual Request or a definition or instruction applicable thereto, such claims shall not be utilized by Defendant as a basis for refusing to respond, but there shall be set forth as part of the response, the language deemed to be ambiguous and the interpretation chosen or used in responding.

H. Any document or information as to which Defendant claims privilege or exemption from discovery shall be identified by date, author, description, and general subject matter with a statement of the ground for privilege or exemption from discovery.

I. Defendant shall not give lack of information or knowledge as a reason for failure to admit or deny, unless Defendant states that it has made reasonable inquiry, and, in that event, Defendant must state what reasonable inquiry was made to conclude that available information is insufficient to enable Defendant to admit or deny.

II. FIRST SET OF REQUESTS TO ADMIT

1. Admit that the form document attached as Exhibit A (Bates numbered PCS_INS 0136144-0136147) contains Aetna's standard form General Liability policy definitions and conditions dated October 1, 1966.

RESPONSE:

2. Admit that the form document attached as Exhibit B (Bates numbered PCS_INS 0136148-0136149) is Aetna's standard form 2-600-203 dated October 1, 1966, containing Aetna's standard form General Liability policy terms of "Coverage," "Persons Insured," "Limits of Liability," and "Policy Period; Territory."

RESPONSE:

3. Admit that the document attached as Exhibit C (Bates numbered ACE00013 to ACE00047) is a copy of the existing documents constituting the General Liability insurance policy numbered CG 350259 and policy endorsements issued to old CNC by Aetna Insurance Company for the policy period January 1, 1971 to January 1, 1972.

RESPONSE:

4. Admit that the pages Bates numbered ACE00014 to ACE00017 within Exhibit C are standard form definitions and conditions of Aetna Insurance Company applicable

to the General Liability insurance policy numbered CG 350259 issued to old CNC by Aetna Insurance Company for the policy period January 1, 1971 to January 1, 1972.

RESPONSE:

5. Admit that the page Bates numbered ACE00017 within Exhibit C is dated "10-1-66 (Rev. Mar. 68)."

RESPONSE:

6. Admit that the standard form definitions and conditions Bates numbered ACE00014 to ACE00017 within Exhibit C were used by Aetna in General Liability policies issued during the period of at least March 1968 to January 1, 1971.

RESPONSE:

7. Admit that pages Bates numbered ACE00019 to ACE00021 in Exhibit C contain the following terms of the General Liability insurance policy numbered CG350259 issued to old CNC by Aetna Insurance Company for the policy period January 1, 1971 to January 1, 1972: "Coverage" terms, "Persons Insured" terms, "Limits of Liability" terms, and "Policy Period; Territory" terms.

RESPONSE:

8. Admit that the standard policy terms contained in the pages Bates numbered ACE00019 to ACE00021 in Exhibit C are identical to the standard policy terms set forth in the copy of standard form 2-600-203 dated October 1, 1966 attached as Exhibit B.

RESPONSE:

Kirby D. Shealy III, Esq.
ELLIS, LAWHORNE & SIMS, P.A.
1501 Main Street, 5th Floor
Columbia, SC 29201
Phone: (803) 254-4190
Fax: (803) 779-4749
E-mail: kshealy@ellislawhorne.com

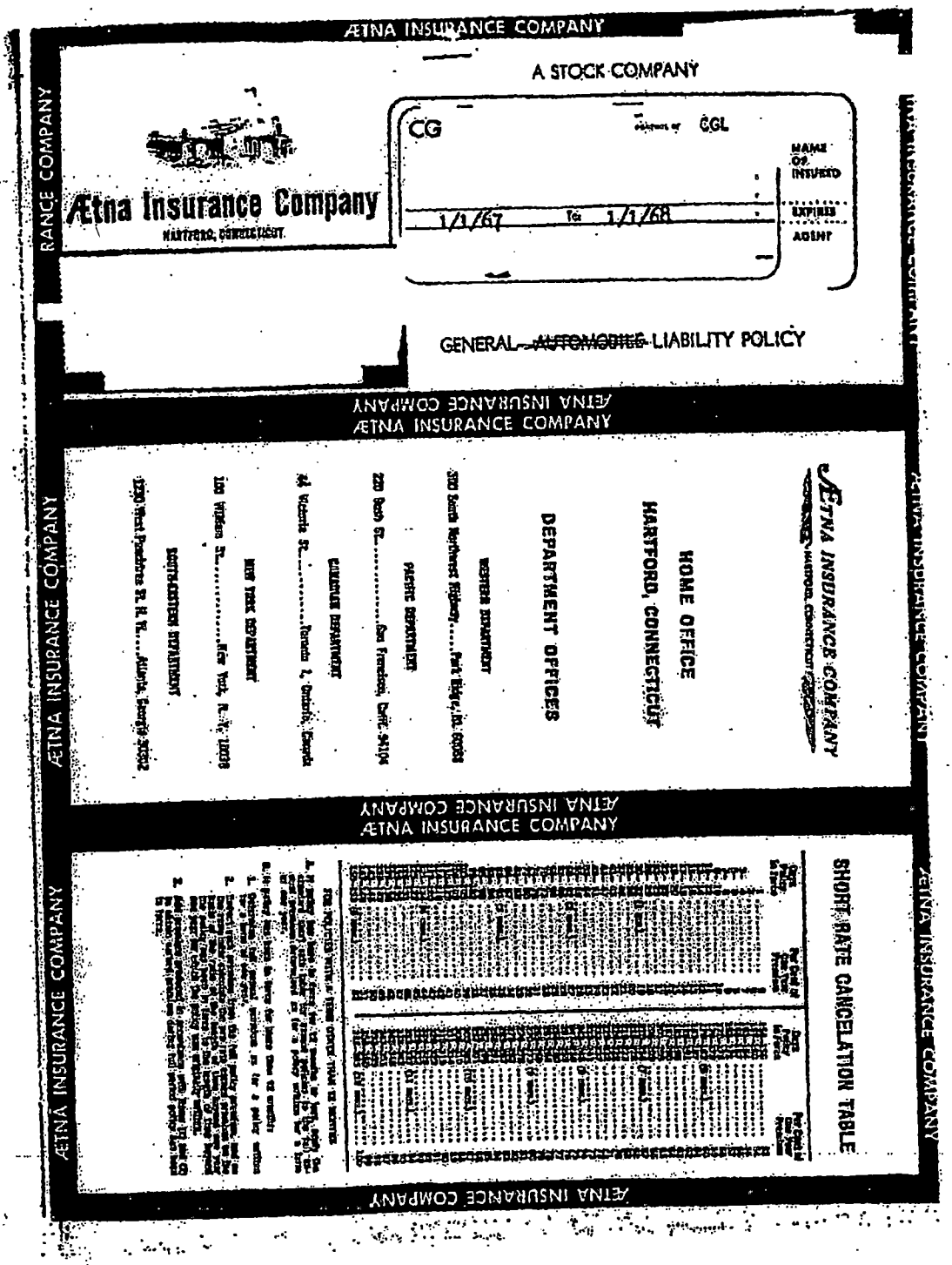
And

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COUNSEL FOR PLAINTIFF, PCS NITROGEN, INC.

Dated: February 24, 2012

EXHIBIT A



PCS_INS 0136144

AETNA INSURANCE COMPANY

HARTFORD, CONNECTICUT

(A stock insurance company, herein called the company)

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, agrees with the named insured as follows:

Supplementary Payments

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

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

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

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

(d) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed $25 per day because of his attendance at hearings or trials at such request.

Definitions

When used in this policy (including endorsements forming a part hereof):

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

"bodily injury" means bodily injury, sickness or disease sustained by any person;

"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, backfilling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, razing 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, 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 persons or organizations other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

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

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

"damages" includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property damage;

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

"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 the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an

[redacted]

GENERAL AUTOMOBILE LIABILITY POLICY PROVISIONS

CONTRACT SECTION

...which Declarations page and coverage forms are true top edge bolts against loss of contact, and permits policy number to appear through window. ATTACH ENDORSEMENTS, IF ANY, TO TOP BACK OF DECLARATIONS.

integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.

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

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

"occurrence" means an accident, including injurious exposure to conditions, which results, during the policy period, 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 injury to or destruction of tangible property.

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

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

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

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

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.

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

4. Insured's Duties in the Event of Occurrence, Claim or Suit.

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at its expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.

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

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

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

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

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

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

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

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

7. Subrogation. In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery thereby against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

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

9. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall

(2)

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die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. Three Year Policy. If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

11. Cancellation. This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such 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 the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time 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.

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

In Witness whereof, the company has caused this policy to be signed by its president and a secretary at Hartford, Connecticut, and countersigned on the declarations page by a duly authorized representative of the company.

D. F. Kirchman
Secretary

F. B. Watts
President

This endorsement modifies the provisions of the policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

Nuclear Energy Liability Exclusion Endorsement—Broad Form

It is agreed that:

I. The policy does not apply:

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

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

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

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

C. Under any Liability Coverage, to injury to or destruction of property or any interest therein, including loss of use thereof, resulting from the hazardous properties of nuclear material, if

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

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

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

II. As used in this endorsement:

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

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

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

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

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

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

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

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

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

NEW YORK—It is agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement—Broad Form", printed above, do not apply in New York with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

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2016-001140 Record on Appeal 1926

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EXHIBIT B

COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

COVERAGE is provided by Company indicated below:

[X] A — ÆTNA INSURANCE COMPANY

[ ] U — ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

SCHEDULE — General—Automobile Liability Policy No. 08

GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES (BODILY INJURY)	RATES (PROPERTY DAMAGE)	ADVANCE PREMIUMS (BODILY INJURY)	ADVANCE PREMIUMS (PROPERTY DAMAGE)
Premises—Operations		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 sq. ft. of Area (b) Per linear ft. (c) Per $100 of Remuneration			
SEE SCHEDULE ATT.					S 1292.00 E 1023.00	482.00 283.00
EXCESS LIMITS					E 35.00	45.00
Elevators (Number at Premises) SEE SCHEDULE ATT.		Number Insured	Per Elevator		S 106.00 E 57.00	6.00 3.00
Independent Contractors		Cost	Per $100 of Cost			
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts			
Products SEE SCHEDULE ATT.		(b) Sales	(b) Per $1,000 of Sales		S 733.00 E 446.00	685.00 771.00
				Total Advance B.I. and P.D. Premiums	3692.00	2275.00
				Total Advance Premium	5967.00	

Location of all premises owned by, rented to or controlled [unless "blanket" or shown as part 2. of miscellaneous] by the named insured SEE SCHEDULE

Interest of named insured in such premises "OWNER", "GENERAL LESSEE" OR "TENANT"

Part occupied by named insured

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

When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"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 subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"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 televising, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

"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;

"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

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

Coverage A, bodily injury or
Coverage B, property damage

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

Exclusions.

This insurance does not apply:

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

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or

(2) any other automobile or aircraft operated by any person in the course of his employment by the named 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 the named insured;

(c) 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 the named insured;

(d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the named insured, but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract;

(e) 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;

(f) to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage

(1) in violation of any statute, ordinance or regulation,

(2) to a minor,

(3) to a person under the influence of alcohol, or

(4) which causes or contributes to the intoxication of any person;

(g) 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;

(h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured, but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(i) 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;

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

(k) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, 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 insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;

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

(m) 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;

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

(o) 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 "x",

(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:

(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;

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

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

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

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

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

(2) 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 (1).

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

III. LIMITS OF LIABILITY

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

Coverage A—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two 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 person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

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

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

(1) all property damage arising out of premises or operations rated on a remuneration basis or 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 to 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.

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

IV. POLICY PERIOD; TERRITORY

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

PCS_INS 0136149

EXHIBIT C

COMPANY FILE COPY
(CHECK ITEMS)

Audit Semi-Annual | Assigned Risk
Audit Quarterly | 3 yr. Install
Audit Monthly | 3 yr. Paid
Inspect | Finance
Premium Discount | Wage Statement
Billing

SPECIAL EXPERIENCE DRAFT

SPECIAL EXPERIENCE
COLUMBIA [illegible] CORPORATION, ETAL
(See Endorsement, U.S.F. attached)
Box 443
Augusta, Georgia
1/1/71 to 1/1/72

Herbert L. Jamison & Co.

Policy No. CG 35 02 59

CG 350259

CG-14-03-05

CARDED

SEE CODING SHEET ATTACHED

1. The insurance afforded is only with respect to such of the following Parts designated by an "X" in (2) and Coverages thereto as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

	LIMITS OF LIABILITY			ADVANCE PREMIUM
Comprehensive General Liability Insurance				
Owners', Landlords' and Tenants' Liability Insurance				
Manufacturers' and Contractors' Liability Insurance				
Contractual Liability Insurance				
Completed Operations and Products Liability Insurance	EACH PERSON	EACH OCCURRENCE	AGGREGATE	
Bodily Injury Liability	$1,000,000	$1,000,000	$1,000,000	$ 7,271
Property Damage Liability	XXXXX	$1,000,000	$1,000,000	$ 3,272
	EACH PERSON	EACH ACCIDENT		
Premises Medical Payments Insurance	$	$		$
Comprehensive Personal Insurance	EACH PERSON	EACH OCCURRENCE	EACH ACCIDENT	
Farmer's Comprehensive Personal Insurance				
Personal Liability	XXXXX		XXXXX	
Personal Medical Payments	$	XXXXX	$	$
Physical Damage to Property	XXXXX		XXXXX	
Actual Collision	Each value not exceeding $300 each amount			$
Comprehensive Automobile Liability Insurance	EACH PERSON	EACH OCCURRENCE		
Bodily Injury Liability	$	$		$
Property Damage Liability	XXXXX	$		$
	EACH PERSON	EACH ACCIDENT		
Automobile Medical Payments Insurance	$	XXXXX		$
Uninsured Motorists Insurance	$	$		$
Garage Insurance	See Coverage Part for Limits of Liability			$
Automobile Physical Damage Insurance (Non-Fleet)	See Coverage Part for Limits of Liability			$
Automobile Physical Damage Insurance (Fleet Automatic)				$
Endorsements and Additional Coverage Parts = IDENTIFY BY FORM NUMBERS	See Endorsements Attached			$
If Policy Period more than one year and the premium is to be paid annually, premium is payable on effective date of policy $	1st Anniversary $		Total Advance Premium	$15,543
Audit Period: Annual, unless otherwise stated.**		2nd Anniversary		$

The named insured is: individual ☐ | partnership ☐ | corporation ☒
joint venture ☐ | other ☐
Business of the named insured is:

2. During the past three years no insurer has cancelled insurance issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein.**

** ABSENCE OF AN ENTRY MEANS "NO EXCEPTION" | MINIMUM PREMIUM TO BE DETERMINED ANNUALLY

RATED

POLICY [illegible] SURPLUS

Countersigned STATE OF [illegible]
Authorized Representative

ÆTNA INSURANCE COMPANY

ACE00013
CONFIDENTIAL

2016-001140 Record on Appeal 1932

A STOCK COMPANY

Ætna Insurance Company

HARTFORD, CONNECTICUT

NAME OF INSURED

EXPIRES

AGENT

CASUALTY COVER

ÆTNA INSURANCE COMPANY

ÆTNA INSURANCE COMPANY

ÆTNA INSURANCE COMPANY

HOME OFFICE

HARTFORD, CONNECTICUT

DEPARTMENT OFFICES

WESTERN DEPARTMENT

300 North Northwest Highway.....Park Ridge, IL 60068

PACIFIC DEPARTMENT

450 Sansome St.....San Francisco, Calif. 94111

CANADIAN DEPARTMENT

50 Ross St.....Toronto 7, Ontario, Canada

NEW YORK DEPARTMENT

100 William St.....New York, N. Y. 10038

SOUTH-EASTERN DEPARTMENT

1200 West Peachtree St. N.W.....Atlanta, Georgia 30309

ÆTNA INSURANCE COMPANY

ÆTNA INSURANCE COMPANY

FOR A COMPLETE, UP-TO-DATE

Insurance Program

SPECIMEN FORM
Form 6000

See Your

ÆTNA INSURANCE COMPANY

REPRESENTATIVE

ÆTNA INSURANCE COMPANY

ACE00014
CONFIDENTIAL

HARTFORD, CONNECTICUT

(A stock insurance company, herein called the company)

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 th agrees with the named insured as follows:

Supplementary Payments

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

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

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of ve to which this policy applies, not to exceed $250 per bail bond, but the 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 sce accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the company's req including actual loss of wages or salary (but not loss of other income) not t $25 per day because of his attendance at hearings or trials at such requ

Definitions

When used in this policy (including endorsements forming a part hereof)

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

"bodily injury" means bodily injury, sickness or disease sustained by any person;

"property damage" 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, coffer-dam 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 exclusion hereof does not include property damage (a) arising out of operations performed for the owner thereof by independent contractors, or (b) included within the completed operations hazard or the underground property damage hazard, or (c) 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" 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 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) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created

(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 s manual specifies "including completed operations";

"domain" includes damages for death and for care and loss of service ing from bodily injury and damages for loss of use of property result property damage;

"elevator" means any hoisting or lowering device to connect floors or l whether or not in service, and all appliances thereof including any car, p shaft, hatchway, stairway, runway, power equipment and machinery; but d include (a) automobile servicing lifts, or a hoist without a platform outside ing (i) which operates at power or is not attached to moving walls, or a material being used in alteration, construction or demolition operations, inclined conveyor used exclusively for carrying property or a dumbwaite exclusively for carrying property and having a compartment height not ex four feet;

"explosion hazard" includes property damage arising out of blasting explosive. The explosion hazard does not include property damage (1) arising the explosion of air or steam vessels, piping under pressure, prime move delivery of power (generating equipment, or (2) arising out of operations pe for the named insured by independent contractors, or (3) included with completed operations hazard or the underground property damage hazard, for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) ag agreement, except in connection with construction or demolition operations adjacent to a railroad, (3) undertaking to indemnify a municipality regul ordinance ordinance, except in connection with work for the municipali elevator agreement, or (4) elevator maintenance agreement;

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

"mobile equipment" means a land vehicle (including any machinery or ap attached thereto), whether or not self-propelled, (1) not subject to motor registration, or (2) maintained for use exclusively on premises owned by or to the named insured, including the ways immediately adjoining, or (3) de for use principally off public roads, or (4) designed or maintained for th purpose of affording mobility to equipment of the following types forml

[redacted]

SPECIMEN FORM From BSU

GENERAL MOTOR LIABILITY POLICY PROVISION.

CONTRACT SECTION

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Insert Declarations Page and Cover. Fold here so that top edge butts on fold of Contract, and permits policy number to appear through window. ATTACH ENDORSEMENTS, IF ANY, ON TOP BACK OF DECLARATION

... bilateral part of or permanently attached to such vehicle power cranes, shovels, diggers and drills, concrete mixers (other than the pick-up and delivery type), graders, rollers and other road construction or repair equipment, air compressors, pumps and generators, including welding, cutting and building trades equipment and geophysical exploration and well servicing equipment.

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

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

"occurrence" means an accident, including injurious exposure to conditions, which results, during the policy period, 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 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 injury to or destruction of tangible property.

"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 conduits, pipes, mains, sewers, tunnels, cables, any similar property, and 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, backfilling or pile driving. The underground property damage hazard does not include property (1) owned by the named insured or (2) rented to, used by or in the care, custody or control of the named insured or (3) as to which the named insured is not exercising physical control in connection with the operations hazard, or (4) as to which liability is assumed by the insured under an incidental contract.

Conditions

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

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

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

2. Inspection and Audit. The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute, or undertake, 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 within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

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

4. Insured's Duties in the Event of Occurrence, Claim or Suit.

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of the authorized agents as soon as practicable. The named insured shall promptly take at its expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be reimbursable under this policy.

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

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

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

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

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

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

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

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

7. Subrogation. In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery thereafter against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop 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.

9. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall

(3)

SPECIMEN FORM
From 88U

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die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the insured hereof, 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 with the appointment and qualification of the legal representative.

10. Time Your Policy. If this policy is issued for a period of three years, the limits of the company's liability shall apply severately to each consecutive annual period thereof.

11. Cancellation. This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such 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 the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time 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.

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

In Witness Whereof, the company has caused this policy to be signed by its president and a secretary at Hartford, Connecticut, and countersigned on the declarations page by a duly authorized representative of the company.

B. Anderson
Secretary

F. B. Watts
President

This endorsement modifies the provisions of the policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE EITHER THAN COMPREHENSIVE PERSONAL AND FARMERS COMPREHENSIVE PERSONAL INSURANCE.

Nuclear Energy Liability Exclusion Endorsement—Broad Form

It is agreed that:

1. This policy does not apply

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

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

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

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

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

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

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

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

2. As used in this endorsement

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

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

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

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

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

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

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

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

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

NEW YORK—It is agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement—Broad Form", printed above, do not apply to New York with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

SPECIMEN FORM
From GSU

Printed in U.S.A.

ACE00017
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This endorsement forms a part of the Policy to which attached, effective [illegible]

Insured

Columbia Nitrogen Corporation [illegible]

☒ AETNA INSURANCE COMPANY
☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY
CENTURY INDEMNITY COMPANY

Policy Number
CB 35 02 59
ALWAYS REQUIRED

End. No. | Date 1/1/73

Effective on and after: 12:01 A.M.
Standard Time at [illegible]

The information above is required only when this endorsement is issued subsequent to the issuance of the Policy.

ENDORSEMENT

The following forms are attached to policy:

2-600-203	2-600-202 (7)	2-600-212 (2)
2-600-214	2-600-205 (8)	6108
2-600-213	2-600-253 (6)	6113

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form 2-600-204 Ed. July 69
Printed in U.S.A.

Products	Bl Sales	Bl Per M Jrs or Units		
Sale of Products manufactured by above	1173	as per schedule	75.	3.-
Fertilizer	1099	as per schedule	1,875.-	20,625.-
		Total Advance Bl and PD Premium	7[illegible]	[illegible]
		Total Advance Premium	[illegible]	[illegible]

Location of all premises owned by, rented to or controlled [illegible] by the named insured: various locations

Interest of named insured in such premises: various "OWNER", "TENANT (LESSEE OR LESSOR)"

Part occupied by named insured: as declared

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

When used as a premium base:
"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
"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 [illegible] 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 subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
"receipts" means the gross amount of all money charged by the named insured for such operations by the named insured or by others during the policy period as the sales of [illegible] goods, wares and merchandise therefrom, excluding any sales taxes, broadcasting or motion pictures, and including taxes, other than taxes which the named insured collects as a separate tax and remits directly to a governmental division;
"remuneration" means the entire amount earned during the policy period by employees of the named insured [illegible] payroll periods ended during the policy period.

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COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

COVERAGE is provided by Company (X) below:

- [X] ÆTNA INSURANCE COMPANY
- [ ] ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY
- [ ] CENTURY INDEMNITY COMPANY

SCHEDULE — General—Automobile Liability Policy No. 68 35 02 59

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES Area 0 Area 2	ADVANCE PREMIUMS	
Premises—Operations		(1) Area (sq. ft.) (2) Frontage (3) Admissions	(1) Per 100 sq. ft. of Area (2) Per Linear Ft. (3) Per 1000 of Admissions		
As per schedules attached				4,556.	3,297.
Exception, collapse or underground - Property Damage Liability (2-650-342)					2,208.
Personal Injury (2-000-214)				752.	
Additional Insured (0109)				7.	4.
Additional Insured - Employees				228.	275.
Excess Limits Charge				35.	95.
Elevators (Number of Premises)		Number Insured	Per Elevator		
Included in premises-operations					
Independent Contractors		Cost	Per 1000 of Cost		
Construction Operations-Other 0512		If any	.015 .0085	MP 0.	MP 0.
Completed Operations		(1) Receipts	(2) Per $1,000 of Receipts		
Products		(1) Sales	(2) Per $1,000 of Sales		
Sale of Products manufactured by others 1173		as per schedule		70.	39.
Fertilizer 1099		as per schedule		1,573.	2,939.
			Total Advance O.L. and P.D. Premiums	7,229.	8,953.
			Total Advance Premiums		16,182.

Location of all premises owned by, rented to or controlled by the named insured: various locations

Interest of named insured in such premises: various — ("OWNER", "GENERAL LESSEE" OR "TENANT")

Part occupied by named insured: as desired

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

When used as a premium base,

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes,

"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 on 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 subcontractor, excluding all fees, allowances, bonuses or commissions made, paid or due,

"receipts" means the gross amount of money charges by the named insured for such operations by the named insured or by others during the policy period as are taken as a receipts basis other than receipts from television, broadcasting or motion pictures, and excludes sums which the named insured collects as a separate item and remits directly to a governmental division,

"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,

"sales" means the gross amount of money charged by the named insured or by others trading under its name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing of 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.

Form [illegible] Ed. 12-1-65 (over) Printed in U.S.A.

ACE00019
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I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

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

Coverage A bodily injury or
Coverage B property damage

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

Exclusions

This insurance does not apply

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

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or

(2) any other automobile or aircraft operated by any person in the course of his employment by the named insured;

but the 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 the named insured;

(c) 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 the named insured;

(d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft if the bodily injury or property damage does not occur within the shorelines of the premises owned by, rented to or controlled by the named insured, but this exclusion does not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent contractors;

(e) 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;

(f) to bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or servicing alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage;

(g) to any violation of any statute, ordinance or regulation

(1) as to which

(2) which causes or contributes to the intoxication of any person,

(3) 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;

(h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(i) 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 elevator 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;

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

(k) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake, omission, inadequacy or any defect in any design, formula, plan, specifications, advertising or other printed or pictorial instructions prepared or developed by any insured, but this exclusion does not apply to bodily injury or property damage resulting from the misdirecting of such products or work;

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

(m) 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;

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

(o) to property damage included within

(1) the business hazard in connection with operations identified in this policy by a classification code number which includes the symbol "3",

(2) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "5".

II. PERSONS INSURED

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

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

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

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

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

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

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

(2) 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

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

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

III. LIMITS OF LIABILITY

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

Coverage A—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two 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 person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

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

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

(1) all property damage arising out of premises or operations rated on a remuneration basis or contractors' equipment rated on a receipts basis, including property damage for which liability is assumed under 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 the 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 in the completed operations hazard.

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

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

IV. POLICY PERIOD, TERRITORY

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

ACE00020
CONFIDENTIAL

I COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

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

Coverage A bodily injury or
Coverage B property damage

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

EXCLUSIONS

This insurance does not apply:

(a) to injury to or destruction of property owned or rented to the named insured and used or occupied by the named insured, but this exclusion does not apply to the parking of an automobile on premises owned, rented or controlled by the named insured (other than property owned or rented to or occupied by or leased to the named insured for the purpose of such parking) or to liability assumed by the insured under a sidetrack agreement;

(b) to bodily injury or property damage arising out of and in the course of the transportation of property by an automobile owned or operated by or rented or loaned to the named insured;

(c) to bodily injury or property damage arising out of the ownership, maintenance, use, loading or unloading of any watercraft owned or operated by or rented or loaned to the named insured; but this exclusion does not apply to bodily injury or property damage arising out of the use of watercraft not owned by the named insured for the purpose of temporarily lifting persons to or from the premises covered by, rented to or controlled by the named insured;

(d) to bodily injury or property damage arising out of the ownership, maintenance, use, loading or unloading of aircraft owned or operated by or rented or loaned to the named insured;

(e) 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 the named insured;

(f) to bodily injury or property damage arising out of the ownership, maintenance, use, loading or unloading of any watercraft, aircraft or motor vehicle (other than mobile equipment while not being transported by an automobile owned or operated by or rented or loaned to the named insured) arising out of the operations performed for the named insured by independent contractors, or to bodily injury to employees of the insured arising out of their employment;

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

(1) bodily injury to the insured under an incidental contract, or

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

(h) to bodily injury or property damage for which the insured or his underwriter may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage

(1) in violation of any statute, ordinance or regulation,

(2) to a person under the influence of alcohol or to

(3) such person, or contributed to the intoxication of any person,

(i) to any obligations 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 bodily injury to any employee of the insured arising out of and in the course of such employment by the insured; 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 sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

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

(m) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to the inherent or obvious deficiency in any design, formula, plan, specifications, advertising matter or printed instructions prepared or developed by any insured, but this exclusion does not apply to bodily injury or property damage resulting from the faulty manufacturing of such products or work;

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

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

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

(q) to property damage included within

(1) the completed operations hazard as classification code number which includes the symbol "c",

(2) the underground property damage hazard in connection with operations classified 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:

(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;

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

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

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

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

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

(2) 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 as a primary or excess basis, in 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 (1).

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

III. LIMITS OF LIABILITY

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

Coverage A—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two 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 provision respecting "each person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

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

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

(1) all property damage arising out of premises or operations rated on a remuneration basis or contractors' equipment rated on a receipts basis, including property damage for which liability is assumed under 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 the 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 limits shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

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

IV. POLICY PERIOD; TERRITORY

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

ACE00021
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PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

COVERAGE is provided by Company indicated below

A = ÆTNA INSURANCE COMPANY

U = ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

SCHEDULE — General Automobile Liability Policy No. CB 35 02 09

COVERAGE	LIMITS OF LIABILITY
P. Personal Injury Liability	$ each person aggregate $ A U general aggregate

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 PREMIUMS
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution	$ 2280. 00
B. Libel, Slander, Defamation or Violation of Right of Privacy	$ 228. 00
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	$ 228. 00
Insured's Participation ____ %	Minimum Premium $ Total Advance Premium $ 2736. 00

Elimination of Exclusion "C" 60. 00

$ 2796. 00

I. COVERAGE P—PERSONAL INJURY LIABILITY

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

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

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

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

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

Exclusions

This insurance does not apply

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

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

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

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

(e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

II. PERSONS INSURED (included in policy)

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;

(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 the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person aggregate".

Subject to the above provision respecting "each person aggregate", the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate".

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

IV. DEFINED DEFINITION

Which 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.

Form P 300-714 EA, (6-1-56 (Rev 3-1-57)

Printed in U.S.A.

ACE00022
CONFIDENTIAL

CONTRACTUAL LIABILITY INSURANCE COVERAGE PART (Designated Contracts Only)

Coverage is provided in Company initialed below.

☒ A = ÆTNA INSURANCE COMPANY

☐ U = ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

SCHEDULE — General - Automobile Liability Policy No. 08 35 08 59

This insurance attached for contractual liability is only with respect to such of the following coverages as are indicated by a specific premium charge applicable thereto. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

A 0 5 0 2 3

COVERAGES	LIMITS OF LIABILITY	
Contractual Bodily Injury Liability	$	each person
	$	each occurrence See Endorsement #2
Contractual Property Damage Liability	$	each occurrence Paragraph 3
	$	aggregate

DESIGNATION OF CONTRACTS	CODE	PREMIUM BASIS	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
		(A) Number (B) Cost	(A) Per Each (B) Per $100 of Cost			
It is hereby understood and agreed that Condition #7 entitled "Subrogation" does not apply with respect to Pittsburg Plate Glass Co., Stamicarbon, N.V. Staatsmijn, Batteau Industrial Services, Inc. Fidelity Construction and Maintenance Co., Inc. Patchen, Pingledorff & Associates, Industrial Technical Services, and all individuals and/or associated companies.	0521	Flat charge			(42) 49.	(29) 32.
					49.	32.
			Total Advance B.I. and P.D. Premiums		42	19
				Total Advance Premium	$ 61	.00

(Incl. in policy prem.)

While used as a premium basis:

"cost" means the total cost to any indemnitee with respect to any contract which is incurred or will be incurred in connection with such 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 the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due

I. COVERAGE Y—CONTRACTUAL BODILY INJURY LIABILITY

COVERAGE Z—CONTRACTUAL PROPERTY DAMAGE LIABILITY

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

Coverage Y. bodily injury or
Coverage Z. property damage

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

Exclusions

This insurance does not apply

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

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

(2) supervisory, inspection or engineering services;

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

(c) to bodily injury or property damage for which the indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage (1) in violation of any statute, ordinance or regulation, (2) to a minor, (3) to a person under the influence of alcohol, or (4) which causes or contributes to the intoxication of any person;

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

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

(f) to property damage to

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

(2) property used by the insured, or

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

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

(h) to bodily injury or property damage resulting from the hazard of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such injury is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the other malfunctioning of such products or work;

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

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

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

(l) to property damage included within (1) the explosion hazard, (2) the collapse hazard, or (3) the underground property damage hazard.

Form [illegible] 10-66 REV. 11-69 (over) Printed in U.S.A.

ACE00023
CONFIDENTIAL

b. Persons Insured

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

(1) If the named insured is designated in the declarations as an individual, the person so designated;

(2) 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;

(3) 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;

c. Limits of Liability

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

Coverage P—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

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

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

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

IV. Additional Definitions

When used in relation 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 considered as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

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

V. Policy Period, Territory

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

VI. Additional Condition

Arbitration

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

ACE00024
CONFIDENTIAL

COVERAGE is provided in Company indicated below.

ÆTNA INSURANCE COMPANY

ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

SCHEDULE — General—Automobile Liability Policy No. CO 35 02 59

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUMS	
Premises—Operations		(a) Area (sq. ft.) (b) Frontage (c) Remuneration	(a) Per 100 sq. ft. of area (b) Per linear ft. (c) Per $100 of remuneration			
Columbia Nitrogen Corporation						
Warehouse located at various locations	0169	5	17.35	9.11	87.	46.
Dealer Tanks located at various locations	301	229	1.39	.55	318.	126.
Railroad Tank Cars	301	176	1.39	.55	245.	97.
Railroad Tank Cars (6 months)	301	91	.70	.23	64.	21.
Elevators						
Augusta, Georgia Factory Elevator	0759	one	Flat charge		22.	

2-609-25

ACE00025
CONFIDENTIAL

COVERAGE is provided in Company indicated below

☒ (1) ÆTNA INSURANCE COMPANY

☐ (2) ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

...SION SCHEDULE — General—Automobile Liability Policy No. CG 35 02 59

GENERAL LIABILITY HAZARDS

Description of Hazards	Code No.	Premium Bases	Rates		Advance Premium	
Premises—Operations		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per Linear Ft. (c) Per $100 of Remuneration		Basic Premium	Products/Completed Operations
Columbia Nitrogen Corporation						
Warehouse located at various locations	0169	5	17.35	9.11	87.	46.
Dealer Tanks located at various locations	301	229)	1.39	.55	318.	126.
Railroad Tank Cars	301	176	1.39	.55	245.	97.
Railroad Tank Cars (6 months)	301	91	.70	.26	64.	25.
Elevators						
Augusta, Georgia Factory Elevator	0769	one	flat charge		22.	

Form ... 53

ACE00026
CONFIDENTIAL

COVERAGE is provided in Company indicated below

(X) ÆTNA INSURANCE COMPANY

( ) ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

Comprehensive Automobile Liability Policy No. CG 35 02 59

EXTENSION SCHEDULE

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS Premises—Operations	CODE NO.	PREMIUM BASES (a) Area (sq. ft.) (b) Frontage (c) Remuneration	RATES (a) Per 100 sq. ft. of Area (b) Per Linear Ft. (c) Per $100 of Remuneration		ADVANCE PREMIUMS	
Columbia Nitrogen Corporation						
Augusta, Georgia						
Ammonia Mfg. rated as: Chemical Mfg. N.O.C.	2471X	(c) 175,616	.100	.084	176.	148.
Ammonia Nitrogen Mfg. Rated as: Chemical Mfg. N.O.C.	2471X	(c) 1,053,697	.100	.084	1054.	885.
Acid Mfg.	2471	(c) 526,848	.100	.081	527.	427.
Fertilizer Mfg.	2486	(c) 46,341	.088	.104	41.	48.
Explosion, Collapse or underground Property Damage Liability						1561.
Products			Per $1000. of Sales			
Sale of Products Manufactured by others	1173	1,415,730	.024	.012	34.	17.
Fertilizer	1099	9,607,368	.06	.089	578.	855.

ACE00027
CONFIDENTIAL

COVERAGE is provided in Company indicated below:
A ETNA INSURANCE COMPANY
U ETNA FIRE UNDERWRITERS INSURANCE COMPANY

EXTENSION SCHEDULE

Comprehensive Liability Policy No. CG 35 02 59

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
Premises—Operations		(a) Area (sq. ft.) (c) Frontage (f) Remuneration	(a) Per 100 sq. ft. (b) Per Lineal ft. (c) Per $100 of Remuneration			
Nitro, Inc.,						
Augusta, Georgia						
Warehouse located at various locations	0169	one	17.35	9.11	17.	9.
Railroad Tank Cars	301	5	1.39	.55	7.	3.
Caprolactum Mfg rated as: Chemical Mfg. N.O.C.	2471X	509,285	.100	.084	509.	428.
Explosion, collapse or underground property Damage Liability						647.
Elevators						
Augusta, Georgia						
Factory Elevator	0799	one	Flat charge		15.	
Products			Per $1000. of Sales			
Fertilizer	1099	10,473,000	.06	.009	628.	932.

ACE00028
CONFIDENTIAL

COVERAGE is provided in Company indicated below:

☒ ◯ ÆTNA INSURANCE COMPANY

☐ ◯ ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

EXTENSION SCHEDULE — Desired—Automobile Liability Policy No. CC- 35 02 59

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS Premises — Operations	CODE NO.	PREMIUM BASES (a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	RATES (a) Per 100 Sq. Ft. of Area (b) Per Linear Ft. (c) Per $100 of Remuneration		ADVANCE PREMIUM	
			POWER GROUP	TRUCK GROUP		
Charleston Division						
Charleston, South Carolina						
Dealer tanks located at various locations	301	334	1.39	.55	464.	184.
Fertilizer Mfg.	2468	325,550	.099	.074	322.	241.
Products			For $1000. of Sales			
Sale of Products manufactured by others	1173	506,000	.021	.012	12.	6.
Fertilizer	1099	1,944,359	.06	.03	117.	173.

Form 2-600-253

ACE00029
CONFIDENTIAL

COVERAGE is provided in Company indicated below:

☒ ◯ ÆTNA INSURANCE COMPANY

☐ U = ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

EXTENSION SCHEDULE — Comprehensive—Automobile Liability Policy No. CG 35 02 59

DESCRIPTION OF HAZARDS	CODE NO.	GENERAL LIABILITY HAZARDS: PREMIUM BASES	RATES		ADVANCE PREMIUM	
Premises—Operations		(A) Area or No. Fl. (D) Frontage (R) Remuneration	(A) Per 100 sq. ft. or Area (D) Per Linear Ft. (R) Per $100 of Remuneration			
Macon Division						
Augusta, Georgia						
Dealer Tanks located at various locations	301	44	1.39	.55	61.	24.
Fertilizer Mfg.	2468	139,902	.088	.104	123.	146.
Products			Per $1,000 of Sales			
Sale of Products manufactured by others	1173	409,000	.024	.012	10.	5.
Fertilizer	1099	1,700,200	.06	.082	102.	151.

GMI 2-600-253

ACE00030
CONFIDENTIAL

COVERAGE is provided in Company indicated below

☒ ○ ÆTNA INSURANCE COMPANY

☐ ○ ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

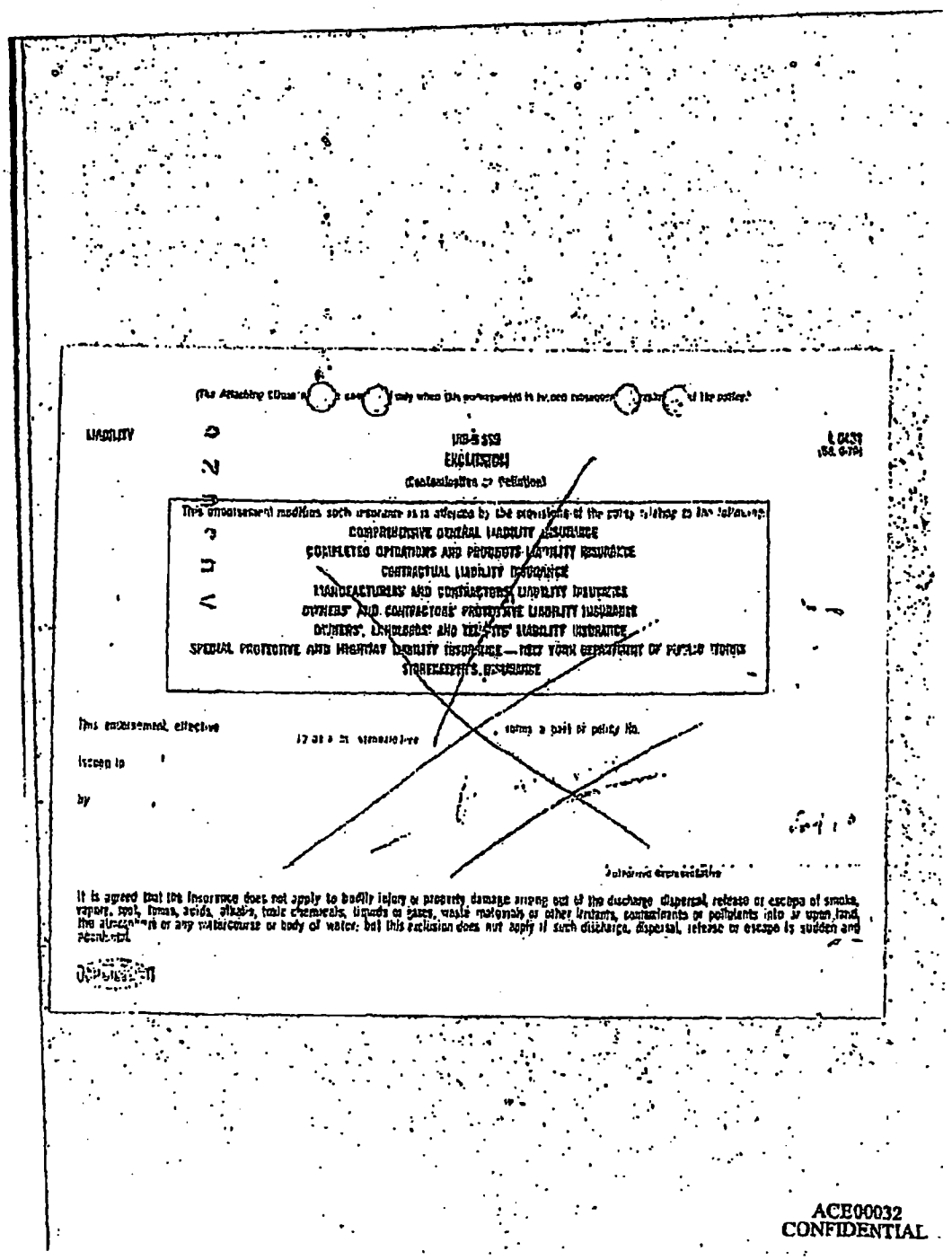
ION SCHEDULE — General—Automobile Liability Policy No. CO 35 02 59

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES (a) Area (sq. ft.) (b) Payroll (c) Receipts	RATES (a) Per 100 sq. ft. of Area (b) Per $100 of Payroll (c) Per $1000 of Receipts		ADVANCE PREMIUMS	
Premises—Operations						
Moultrie Division						
Moultrie Georgia						
Private Residence	0770	5	2.43	.37	12.	2.
Dealer Tanks located at various locations	301	114	1.39	.55	150.	63.
Fertilizer Mfg.	2468	428,044 / 380,085	.16 / .088	.124 / .104	334.	395.
Products			For $1,000. of Sales			
Sale of Products manufactured by others	1173	581,000	.024	.012	14.	7.
Fertilizer	1099	2,496,902	.06	.089	150.	222.

Form 2-600-253

ACE00031
CONFIDENTIAL



(The Attaching Clause [illegible] only when the corresponding box is marked [illegible] of the policy.)

LIABILITY

EXCLUSION

(Contamination or Pollution)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LESSEES' AND [illegible] LIABILITY INSURANCE
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY INSURANCE — NEW YORK DEPARTMENT OF PUBLIC WORKS
STOREKEEPERS INSURANCE

This endorsement, effective [illegible] forms a part of policy No.

Issued to

by

Authorized Representative

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

ACE00032
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective *from* its date of issue unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, et al

AETNA INSURANCE COMPANY
AETNA FIRE UNDERWRITERS INSURANCE COMPANY
CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after 12:00 Noon Standard Time, 12:01 A.M.
CG 35 02 59 ALWAYS REQUIRED	1	1/1/71	

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

NAMED INSURED:

COLUMBIA NITROGEN CORPORATION
NIPRO, INC. AND/OR
FIDELITY CONSTRUCTION AND MAINTENANCE COMPANY
COLUMBIA DIVISION, AND/OR ANY OWNED, CONTROLLED,
AFFILIATED, OR SUBSIDIARY COMPANY OR CORPORATION
AS THEIR INTEREST MAY APPEAR.

Subject otherwise to all the terms, limits and conditions of the Policy.
If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form 2-040-aca Ed. July 69
Printed in U.S.A.

ACE00033
CONFIDENTIAL

...rsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, etal

AETNA INSURANCE COMPANY
AETNA FIRE UNDERWRITERS INSURANCE COMPANY
A U 5 U 2 8
CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after ☐ 12:00 Noon Standard Time. ☐ 12:01 A.M.
CG 35 02 59 ALWAYS REQUIRED	2	3/1/77	

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

TYPIST - PLEASE INSERT W.C. 205 IN PLACE INDICATED

AMENDATORY ENDORSEMENT

It is agreed that the policy is amended as follows:

(1) Policy Period, Territory. Such insurance as is afforded by the policy applies subject to the following provisions:

Insuring Agreement IV, Policy Period, Territory, is amended to read:

This policy applies only to personal injury, sickness, disease, including death at any time resulting therefrom, and injury to or destruction of property, including the loss of use thereof, caused by occurrences which occur during the policy period.

If claim is made or suit is brought elsewhere than within the United States of America, its territories or possessions or Canada, the Company shall have the right but not the duty to investigate and settle such claims and to defend such suits. In any case in which the Company elects not to investigate, settle or defend, the insured under the supervision of the Company will make or cause to be made such investigation and defense as are reasonably necessary, and subject to prior authorization by the Company, will effect to the extent possible such settlement or settlements as the Company and the insured deem prudent.

The Company shall reimburse the insured for the reasonable costs of such investigation and defense and within the applicable limits of liability of the policy, for the amounts of such authorized settlements.

Subject otherwise to all the terms, limits and conditions of the Policy.
If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Form 24 10 206 Ed. July 69
Printed in U.S.A.

Authorized Agent

ACE00034
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, etal

AETNA INSURANCE COMPANY
AETNA FIRE UNDERWRITERS INSURANCE COMPANY
A U S U 2 9
CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after 12:00 Noon Standard Time. 12:01 A.M.
CG 35 02 59 ALWAYS REQUIRED	2 (continued)		

This information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

ENDORSEMENT

Except as to the United States of America, its territories or possessions, or Canada, the insurance afforded by this paragraph shall apply as excess insurance over any other valid and collectible insurance.

(2) Definition "Incidental Contract" is amended to read:

The words "Incidental Contract" means any agreement made in connection with the usual business operations of the insured.

(3) Exclusions (A), (F) and (G) 1, 2 and 3 are not applicable.

(4) Exclusions (I), 1, 2 and 3 of the policy is amended to read as follows:

Under coverage A to injury to or destruction of, (1) Property owned by the insured or (2) any goods or products manufactured, sold, handled or distributed or premises alienated by the named insured, out of which the occurrence arises.

Subject otherwise to all the terms, limits and conditions of the Policy.
If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Form 7-040-20a Ed July 69
Printed in U.S.A.

Authorized Agent

ACE00035
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, etal

☒ AETNA INSURANCE COMPANY

☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY ... CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after 12:00 Noon Standard Time, 12:01 A.M.
00 35 02 59 ALWAYS REQUIRED	3	1/1/71	The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

NURSES AND FIRST AID EMPLOYEES COVERAGE ENDORSEMENT

It is agreed that such insurance as is afforded by the policy, under Insuring Agreement 1.- Coverage A also applies to any registered nurse or first aid employee employed by the named insured, as an insured, with respect to liability imposed by law on such nurse or first aid employee for damages arising out of malpractice including error, mistake and omission of such nurse or first aid employee in the rendering of nursing services in the course of their employment with the named insured.

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form 2-040-2nd Ed. July 68
Printed in U.S.A.

ACE00036
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from the date of issue unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, etal

☒ AETNA INSURANCE COMPANY
☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY
CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after 12:00 Noon Standard Time, 12:01 A.M.
CA 35 02 59	4	1/1/72	

ALWAYS REQUIRED

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

WATERCRAFT

It is agreed that the Exclusion of Watercraft in the policy does not apply to the maintenance, operation and use, loading or unloading of non-owned and hired watercraft, subject to the following provisions:

1. The insurance does not apply to any such watercraft:

   (A) While rented to others, and

   (B) While carrying passengers for a consideration.

2. Such insurance as is afforded by this endorsement applies as excess over any other valid and collectible insurance.

Subject otherwise to all the terms, limits and conditions of the Policy

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form G-CA-225 Ed. July 69
Printed in U.S.A.

ACE00037
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from the date of issue unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, etal

[X] AETNA INSURANCE COMPANY

[ ] AETNA FIRE UNDERWRITERS INSURANCE COMPANY

A U 5 U 2 3

CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after	12:01 Noon
CO 35 02 59	5	1/1/71	Standard Time	12:01 A.M.
ALWAYS REQUIRED				

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

ADDITIONAL INSURED - EMPLOYEES

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

The unqualified word "Insured" also includes any employee of the named insured while acting within the scope of his duties as such provided that the named insured, after an occurrence has taken place, which results or appears likely to result in a claim against any employee, specifically request the Company to extend coverage to such employee as an additional insured; however, the policy shall not afford insurance to such employee for personal injury to or property damage of another employee of the same employer or damage to property owned, rented, used or occupied by any named insured.

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Form A-060-222 Ed. July 69
Printed in U.S.A.

Authorized Agent

ACE00038
CONFIDENTIAL

Aetna

This endorsement forms a part of the Policy to which attached, effective from its date at 12:01 A.M. unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, etc. 2

☒ AETNA INSURANCE COMPANY
☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY

CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after 12:01 Noon Standard Time at 12:01 A.M.
CB 35 02 59	6	1/1/71	

ALL RISK REQUIRED

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

It is hereby understood and agreed that the undermentioned policy includes the following location used by the insured for recreational purposes:

Approx. 1135 acres -
Premises of Floyd Mc Govan and
Floyd Mc Govan Jr.
Kendall Co., Texas

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form 3-000.mtx Ed. July 69
Printed in U.S.A.

ACE00039
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, etal

AETNA INSURANCE COMPANY
AETNA FIRE UNDERWRITERS INSURANCE COMPANY
CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after 12:01 Noon Standard Time 12:01 A.M.
CE 35 02 59 ALWAYS REQUIRED	7	1/1/71	

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

ENDORSEMENT

DEDUCTIBLE BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions: -

1. $1,000.- shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of bodily injury, sickness, disease or death sustained by one or more person or persons as the result of any one occurrence and the Company shall be liable only for the difference between such deductible amount and the applicable limit of liability for each occurrence as stated in the policy.

2. $1,000.- shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of the injury to or destruction of all property of one or more persons or organizations including the loss of use thereof as the result of one occurrence and the Company shall be liable only for the difference between such deductible amount and the applicable limit of liability for each occurrence as stated in the policy.

3. The terms of the policy, including those with respect to notice of occurrence and the Company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.

4. 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 named insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

Subject otherwise to all the terms, limits and conditions of the Policy.
If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Form 2-970-300 Ed. July 69.
Printed in U.S.A.

Authorized Agent

ACE00040
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured: Columbia Nitrogen Corporation, etal

☒ AETNA INSURANCE COMPANY
☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY ☐ CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after ☐ 12:00 Noon Standard Time, ☐ 12:01 A.M.
CQ 35 02 59 ALWAYS REQUIRED	8	1/1/72	

This information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

EXPERIENCE RATING ENDORSEMENT

It is hereby understood and agreed, that the premium charged in this policy include a rating of -

(49%) Credit
16%

It is further agreed that such rating is effective until 1/1/73

Subject otherwise to all the terms, limits and conditions of the Policy.
If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form U-310-xxx Ed. July 69
Printed in U.S.A.

ACE00041
CONFIDENTIAL

LIABILITY

ADDITIONAL INSURED

Premium Agreed to Be Stated Herein

COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

MANUFACTURERS' AND CONTRACTORS' LIABILITY ENDORSEMENT

OWNERS', LANDLORDS' AND TENANTS' LIABILITY ENDORSEMENT

STOREKEEPERS' ENDORSEMENT

No. 65

This endorsement, effective 1/1/73

forms a part of policy no. [illegible]

issued to Columbia Nitrogen Corporation, et al

by Aetna Ins. Co.

SCHEDULE

Premiums Bodily Injury Liability	Premiums Property Damage Liability	Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)
$ 7. (Incl. in policy prem.)	$ 4.	Batesburg Fertilizer Co. Batesburg, S.C.	Batesburg Fertilizer Co. Batesburg, S.C.

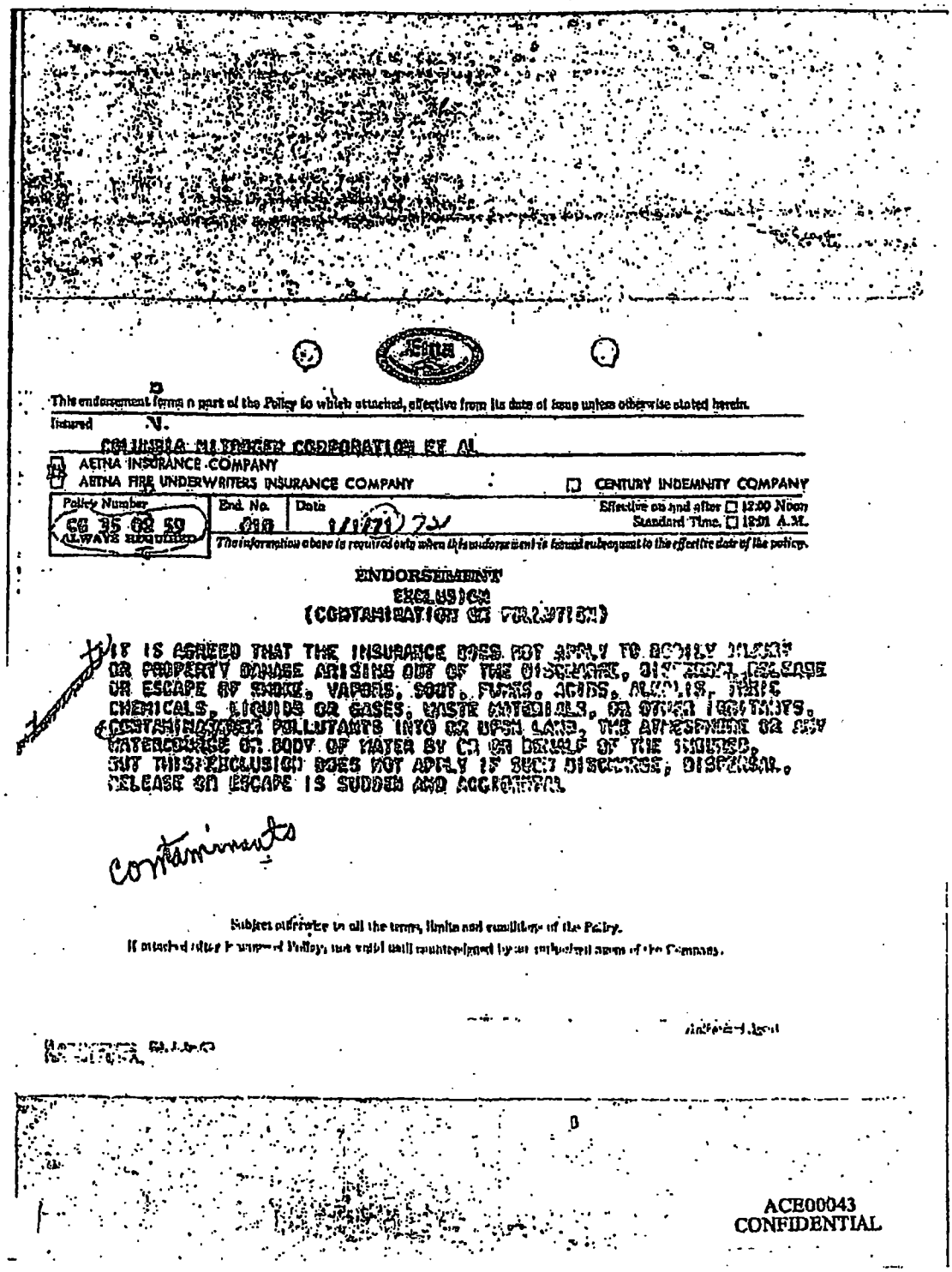
It is agreed that the "Persons Insured" provision is extended to include as an insured the person or organization designated above, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated above leased to the named insured, and subject to the following additional exclusions

This insurance does not apply:

1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises.
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated above.

AUTHENTIC

ACE00042
CONFIDENTIAL



This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

COLUMBIA NITROGEN CORPORATION ET AL

☐ AETNA INSURANCE COMPANY
☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY ☐ CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after ☐ 12:00 Noon Standard Time, ☐ 12:01 A.M.
CG 35 02 59 (ALWAYS REQUIRED)	018	1/1/71	

This information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT
EXCLUSION
(CONTAMINATION OR POLLUTION)

IT IS AGREED THAT THE INSURANCE DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS, OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER BY OR ON BEHALF OF THE INSURED, BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL.

Contaminants

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after Issuance of Policy, not valid until countersigned by an authorized agent of the Company.

ACE00043
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from the date of issue unless otherwise stated herein.

Insured: Columbia Nitrogen Corporation, etal

AETNA INSURANCE COMPANY
AETNA FIRE UNDERWRITERS INSURANCE COMPANY
CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after ☐ 12:00 Noon Standard Time ☐ 12:01 A.M.
00 35 02 59 ALWAYS REQUIRED	11	1/1/72	

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

ENDORSEMENT

1. It is understood and agreed that policy is extended to cover Nurse Tanks and other equipment leased to others.

2. The interest of said lessee is also covered hereunder for limits of $100,000. each person, $300,000. each occurrence Bodily Injury and $50,000. each occurrence Property Damage.

3. It is further agreed that the policy deductible shall not apply to Nurse Tanks leased to others.

4. Name and address of lessee, receipts and description of equipment rented is to be forwarded to the Company.

RATING BASIS

$1.00 per $100.00 receipts

Code - 301 Exposure - to be determined on audit.

Minimum Premium - $35.00 per lessee, per year.

Nothing contained in this endorsement shall be construed as increasing company limits of liability.

Subject otherwise to all the terms, limits and conditions of the Policy.
If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Form [illegible] Ed. July 69
Print[illegible], U.S.A.

Authorized Agent

ACE00044
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Issued

Columbia Nitrogen Corporation, et al

To: AETNA INSURANCE COMPANY
AETNA FIRE UNDERWRITERS INSURANCE COMPANY

A U 5 U 2 5

CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date
CG 35 02 59 ALWAYS REQUIRED	12	1/1/71

Effective as and after 12:00 Noon Standard Time. 12:01 A.M.

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

PREMIUM SUMMARY

ANNUAL PREMIUM	DEPOSIT PREMIUM	MONTHLY PAYMENTS
$15,543.	$3,883.	$1060.

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form G-040-2m Ed. July 68
Printed in U.S.A.

ACE00045
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.
Issued

Name of Company: Columbia Nitrogen Corporation, etal

Policy Number: 38 35 08 59 (As Per Declarations)

Mod. No.: 13

Date: 1/1/79

Effective on and after 12:01 A. M. Standard Time.

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

EXPLOSION, COLLAPSE OR UNDERGROUND PROPERTY DAMAGE COVERAGE

In consideration of the additional advance premium indicated as applicable to the classification code(s) shown below, it is agreed that with respect to the designated location or job the policy exclusion for which a specific rate or premium increment is shown does not apply.

Designated Location or Job:

Operations of Columbia Nitrogen Corporation

CLASSIF. CODE	ESTIMATED PAYROLL	EXCLUSIONS (Delete only where Specific Rate Increment Shown.) Collapse Hazard Excl. Rate Increment	Explosive Hazard Excl. Rate Increment	Explosion & Collapse Hazard Exclusions Rate Increments	Underground Property Damage Hazard Excl. Rate Increment	MINIMUM PREMIUM INCREMENT	ADVANCE PREMIUM
[illegible]	229,313.	Incl.	.127		Incl.	5.	1,961. (Incl. in policy prem.)

Subject otherwise to all the terms, limits and conditions of the policy.

Authorized Agent

1-2-650-312

ACE00046
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from the date of issue unless otherwise stated herein.

Issued

Columbia Nitrogen Corporation, et al

(Name of Insured)

Aetna Insurance Company

Policy Number	End. No.	Date
67 35 02 59	24	1/1/72

(If issued subsequent)

Effective on and after 12:01 A. M. Standard Time.

This information need be required only when this endorsement is issued subsequent to the effective date of the Policy.

EXPLOSION, COLLAPSE OR UNDERGROUND PROPERTY DAMAGE COVERAGE

In consideration of the additional advance premium indicated as applicable to the classification code(s) shown below, it is agreed that with respect to the designated location or job the policy exclusion for which a specific rate or premium increment is shown does not apply.

Designated Location or Job:

Operations of Nipro, Inc.,

CLASSIF. CODE	ESTIMATED PAYROLL	EXCLUSIONS (Entered only where Specific Rate Increment Shown.) Collapse Hazard Excl. Rate Increment	Explosion Hazard Excl. Rate Increment	Explosion & Collapse Hazard Exclusions Rate Increments	Underground Property Damage Hazard Excl. Rate Increment	MINIMUM PREMIUM INCREMENT	ADVANCE PREMIUM
4477n	509,285	Incl.	.127		Incl.	647. (Included in Policy Premium)	

Subject otherwise to all the terms, limits and conditions of the policy

Authorized Agent

Form 7-550-342

ACE00047
CONFIDENTIAL

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	CASE NO: 11-CP-10-387
PCS Nitrogen, Inc.,	)	
Plaintiff,	)	**CERTIFICATE OF SERVICE**
v.	)	
Continental Casualty Company, Admiral Insurance Company, United States Fire Insurance Company, and ACE Property & Casualty Insurance Company,	)	
Defendants.	)	

I, Jan Watson, Legal Assistant to Kirby D. Shealy III, an employee of Ellis, Lawhorne & Sims, P.A., hereby certify that I have, on this 24th day of February, 2012, served counsel below with Plaintiff's First Set of Requests to Admit to Defendant Ace Property & Casualty Insurance Company by mailing a copy of same via United States Mail, postage pre-paid, with the return address clearly indicated on the envelope to counsel at the following addresses:

Jan Watson

Counsel for Defendant U.S. Fire Ins. Co.	R. Scott Wallinger, Jr., Esq. Collins & Lacy, P.C. 1330 Lady Street, 6th Floor (29201) P.O. Box 12487 Columbia, SC 29211 John S. Favate, Esq. Hardin, Kundla, McKeon & Polletto 673 Morris Ave. Springfield, NJ 07081

PII-1246438v1

Counsel for Defendant Continental Cas. Co.	Morgan S. Templeton, Esq. Wall Templeton & Haldrup, PA 145 King Street, Suite 302 Charleston, SC 29401 Patrick F. Hofer, Esq. Troutman Sanders LLP 401 Ninth Street, N.W. Suite 1000 Washington, D.C. 20004-2134
Counsel for Defendant Admiral Ins. Co.	Adam J. Neil, Esq. Murphy & Grantland, P.A. P.O. Box 6648 4406 Forest Dr., #B Columbia, SC 29260
Counsel for ACE Property & Cas. Ins. Co.	Robert H. Hood, Jr. Hood Law Firm, LLC 172 Meeting Street P.O. Box 1508 Charleston, SC 29402 Jerrald J. Hochman, Esq. Siegal & Park 533 Fellowship Road, Suite 120 Mt. Laurel, NJ 08054 Patricia Santelle, Esq. Robert Walsh, Esq. White & Williams 1650 Market Street One Liberty Place Suite 1800 Philadelphia, PA 19103-7395

EXHIBIT "6"

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS CASE NO: 11-CP-10-387
PCS Nitrogen, Inc., Plaintiff, 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), Defendants.	**PLAINTIFF PCS NITROGEN, INC.'S SECOND SET OF REQUESTS TO ADMIT TO DEFENDANT ACE PROPERTY & CASUALTY INSURANCE COMPANY**

Pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, Plaintiff, PCS Nitrogen, Inc. ("PCS"), serves the following Requests to Admit on Defendant ACE Property & Casualty Insurance Company, formerly known as Cigna, formerly known as Aetna Insurance Company ("ACE" or "Aetna"). Such requests for admissions, pursuant to the Rule, shall be deemed admitted unless within thirty (30) days from the date hereof counsel for PCS receives

written answer or objection. If objection is made, the reasons for such objection shall be stated. The answer to each Request shall specifically deny the matter or set forth in detail why the answering party cannot truthfully admit or deny the matter. If any Request can be admitted in part, the answering party must specify so much of the request as being true, and specify the qualification or denial of the remainder.

INSTRUCTIONS AND DEFINITIONS

A. The terms "Defendant" or "ACE" or "Aetna" as used in these Requests to Admit shall be construed broadly and shall mean Defendant ACE Property & Casualty Insurance Company, formerly known as Cigna Property and Casualty Company, formerly known as Aetna Insurance Company and the predecessors, successors, affiliates, other entities currently or previously related to ACE Property & Casualty Insurance Company, Cigna Property and Casualty Company, and Aetna Insurance Company and any agents of those insurers.

B. Unless otherwise noted, the term "CNC" shall refer to "old CNC" as old CNC is defined and used in the September 28, 2007 Findings of Fact and Conclusions of Law of the United States District Court of the District of South Carolina in the *Ashley II* action captioned *Ashley II of Charleston, L.L.C. v. PCS Nitrogen, Inc., et al.* (No. 2:05-2782).

C. To the extent any documents are responsive to or produced in connection with any response to these Requests to Admit, Defendant is requested to specifically refer to such documents by Bates number, date, author, and location, and/or shall produce them as they are kept in the usual course of business, and to organize and label them to correspond with the Request to Admit to which they relate

D. The term "document" shall be construed as broadly as possible consistent with the South Carolina Rules of Civil Procedure, and shall include, but shall not be limited to, the original and any non-identical copy of any handwritten, printed, typed, photocopied, reproduced,

recorded, electronically stored, videotaped, photographed or microfilmed material such as correspondence, insurance policies, underwriting documents, writings, studies, contracts, other legal documents, memoranda, notes, remarks, facsimiles, reports, statements, commentaries, reviews, e-mails, agendas, recordings, maps, charts, microfilm, microfiche, computer records, videos, photographs, posters, fliers, tickets, promotional materials, etc., and shall include any corresponding attachments or enclosures.

E. These Requests to Admit are continuing in nature and Defendant's responses must be supplemented up to and during the course of trial to the extent Defendant obtains new or additional information and documents after serving its initial responses to these Requests to Admit.

F. If Defendant objects to any part of these Requests to Admit, set forth the basis for any objection and admit or deny all parts of the Requests to Admit to which Defendant does not object.

G. If in answering these Requests to Admit, Defendant claims any ambiguity in interpreting either an individual Request or a definition or instruction applicable thereto, such claims shall not be utilized by Defendant as a basis for refusing to respond, but there shall be set forth as part of the response, the language deemed to be ambiguous and the interpretation chosen or used in responding.

H. Any document or information as to which Defendant claims privilege or exemption from discovery shall be identified by date, author, description, and general subject matter with a statement of the ground for privilege or exemption from discovery.

I. Defendant shall not give lack of information or knowledge as a reason for failure to admit or deny, unless Defendant states that it has made reasonable inquiry, and, in that event,

Defendant must state what reasonable inquiry was made to conclude that available information is insufficient to enable Defendant to admit or deny.

SECOND SET OF REQUESTS TO ADMIT

1. Admit the documents attached to these Requests as Exhibit A (ACE00001-10) are true, authentic and genuine copies of Aetna policy documents for policy number 268080 for the time period January 1, 1970 to January 1, 1971.

2. Admit the documents attached to these Requests as Exhibit B (ACE00013-47) contain true, authentic, and genuine copies of Aetna policy documents showing the applicable terms, conditions and other policy provisions of Aetna policy numbers 350259 and 140305, for the periods January 1, 1971 to January 1, 1972 and January 1, 1972 to January 1, 1973, respectively.

Wm. Howell Morrison
Haynsworth Sinkler Boyd, P.A.
134 Meeting Street, 3rd Floor
Charleston, SC 29401
Phone: (843) 720-4405
Fax: (843) 722-2266

and

Michael H. Ginsberg
Amy K. Pohl
Admitted *Pro Hac Vice*
Jones Day
500 Grant Street, Suite 4500
Pittsburgh, PA 15219-2502
Telephone: (412) 391-3939

Attorneys for Plaintiff, PCS Nitrogen, Inc.

Charleston, South Carolina

June 15, 2015

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PCS Nitrogen, Inc.,

Plaintiff,

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),

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO: 11-CP-10-387

CERTIFICATE OF SERVICE

The undersigned certifies that on June 15, 2015, a copy of the foregoing document was served on each party or counsel of record set forth below by email through the consent of the parties in the manner prescribed by the South Carolina Rules of Civil Procedure.

R. Scott Wallinger, Jr., Esq. James L. Floyd, III, Esq. Collins & Lacy, P.C. 1330 Lady Street, 6th Floor Columbia, SC 29201 swallinger@collinsandlacy.com jfloyd@collinsandlacy.com John S. Favate, Esq. *(pro hac)* Hardin, Kundla, McKeon & Polletto 673 Morris Ave. Springfield, NJ 07081 JFavata@hkmpp.com *Counsel for Defendant U.S. Fire Ins. Co. (for Policy No. 5401893627)*	Morgan S. Templeton, Esq. Wall Templeton & Haldrup, PA 145 King Street, Suite 300 Charleston, SC 29401 Morgan.Templeton@WallTempleton.com Patrick F. Hofer, Esq. *(pro hac)* Thomas S. Hay, Esq. *(pro hac)* Troutman Sanders LLP 401 9th Street, Suite 1000 Washington, D.C. 20004-2134 Patrick.hofer@troutmansanders.com Thomas.hay@troutmansanders.com *Counsel for Defendant Continental Cas. Co.*
J.R. Murphy, Esq. Adam J. Neil, Esq. Wesley B. Sawyer, Esq. Murphy & Grantland, P.A. 4406-B Forest Drive Columbia, SC 29260 jrmurphy@murphygrantland.com aneil@murphygrantland.com *Counsel for Defendant Admiral Ins. Co.*	Robert H. Hood, Jr., Esq. Hood Law Firm, LLC 172 Meeting Street Charleston, SC 29402 bobbyjrhood@hoodlaw.com Robert F. Walsh, Esq. *(pro hac)* Thomas M. Going, Esq. *(pro hac)* Paul Briganti, Esq. *(pro hac)* White and Williams, LLP 1650 Market Street One Liberty Place, Suite 1800 Philadelphia, PA 19103-7395 walshr@whiteandwilliams.com goingt@whiteandwilliams.com brigantip@whiteandwilliams.com *Counsel for Defendants ACE Property & Cas. Co. and US Fire Ins. Co., and Century Indem. Co. (f/k/a California Union and Insurance Co. of North America)*
John C. Bonnie, Esq. Weinberg Wheeler Hudgins Gunn & Dial 3344 Peachtree Road, NE Suite 2400 Atlanta, GA 30326 JBonnie@wwhgd.com *Counsel for Defendant Lexington Ins. Co.*	Paul Parker, Esq. Wayne Karbal, Esq. Karbal, Cohen, Economou, Silk, Dunne, LLC 150 S. Wacker Dr. Suite 1700 Chicago, IL 60606 pparker@karballaw.com wkarbal@karballaw.com R. Michael Ethridge, Esq. Carlock Copeland 40 Calhoun Street, Suite 400 Charleston, SC 29401 methridge@carlockcopeland.com *Counsel for Defendant First State Ins. Co.*

Elizabeth J. Palmer, Esq. Rosen, Rose & Hagood, LLC 151 Meeting Street, Suite 400 Charleston, SC 29401 epalmer@rrhlawfirm.com Molly Poag, Esq. *(pro hac)* Harry Lee, Esq. *(pro hac* Steptoe & Johnson LLP 1330 Connecticut Ave, NW Washington, DC 20036 MPoag@steptoe.com hlee@steptoe.com *Counsel for Providence Washington Insurance Company, as successor-in-interest by way of merger to Seaton Insurance Company, f/k/a Unigard Security Insurance Company, f/k/a Unigard Mutual Insurance Company*	John I. Malone, Esq. Goldberg Segalla 800 Green Valley Road, Suite 302 Greensboro, NC 27408 jmalone@goldbergsegalla.com *Counsel for Defendants Certain London Market Insurance Companies*
Edward K. Pritchard, III, Esq. Elizabeth F. Fulton, Esq. Pritchard Law Group, LLC 129 Broad Street Charleston, SC 29401 epritchard@pritchardlawgroup.com liz@pritchardlawgroup.com Richard McDermott, Esq. *(pro hac)* Seth M. Jaffe, Esq. *(pro hac)* Hinkhouse Williams Walsh, LLP 180 North Stetson Avenue, Suite 3400 Chicago, IL 60601 rmcdermott@hww-law.com sjaffe@hww-law.com *Counsel for Defendants Certain Underwriters at Lloyd's London, Starr Indemnity & Liability Company (f/k/a Republic Ins. Co.), Stonewall Ins. Co., Aviva Companies and Winterthur Companies*	

Kathy M. Gulick

Charleston, South Carolina

DM: 4101213 v.1

EXHIBIT A

[illegible] INSURANCE COVERAGE PART (Designated Contracts Only)

NAME is provided to Company initialed below:

☒ A = ÆTNA INSURANCE COMPANY

☐ U = ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

[illegible] General—Automobile Liability Policy No. CA 26 80 80

The insurance afforded for contractual liability is only with respect to such of the following Coverages as are indicated by a specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

AUS020

COVERAGES	LIMITS OF LIABILITY	
Contractual Bodily Injury Liability	$	each person
	$	each occurrence — See Endorsement #2
Contractual Property Damage Liability	$	each occurrence — Paragraph 3
	$	aggregate

DESCRIPTION OF CONTRACTS	CODE	PREMIUM BASES	RATES		ADVANCE PREMIUM	
		(a) Payrolls (b) Cost	(a) Per Contract (b) Per $100 of Cost			

It is hereby understood and agreed that Condition #7 entitled "Subrogation" does not apply with respect to Pittsburg Plate Glass Co., Servicemaster, N.V. Steamatic, Bateman Industrial Services, Inc., Fidelity Construction and Maintenance Co., Inc. Patchen, Kinglsdorff & Associates, Industrial Technical Services, and all individuals and/or corporations companies.

NO CHANGE

	0523	Flat charge	(In)	(In)
			#2	
		Total Advance B.I. and P.D. Premiums		
		Total Advance Premium		$ 50 (In)

(incl. in policy prem.)

[illegible] premium basis.

[illegible] the total cost to any indemnitee with respect to any contract which is insured of all work let or sublet in connection with each specific project, including all labor, materials and reinforcement furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the [illegible], including all fees, allowances, bonuses or commissions made, paid or due.

B. [illegible]—CONTRACTUAL BODILY INJURY LIABILITY

[illegible]—CONTRACTUAL PROPERTY DAMAGE LIABILITY

[illegible] will pay on behalf of the insured all sums which the insured, by [illegible] contractual liability assumed by him under a contract designated in the [illegible] insurance, shall become legally obligated to pay as damages be-

Coverage C, Bodily Injury or

Coverage P, Property Damage

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

[illegible] does not apply:

(a) to the insurance as an architect, engineer or surveyor, to bodily injury or property damage arising out of professional services performed by such architect, engineer or surveyor, including

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

(2) supervisory or inspection services;

(b) to any obligation of the insured to pay damages assumed by the insured under any contract or agreement entered into by the insured with any person or organization, if such damages would have been payable in the absence of such contract or agreement;

(c) 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 aircraft operated by any insured for the purpose of [illegible] or [illegible] any insured;

(d) to bodily injury to any employee of the insured arising out of and in the course of employment by the insured, or to any obligation of the insured to indemnify another because of damages arising out of such injury;

(e) to bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any watercraft while afloat if it is owned by, or operated by or rented or loaned to any insured;

(f) to bodily injury or property damage arising out of the [illegible] of any alcoholic beverage if the insured is engaged in the business of manufacturing, distributing, selling, serving or giving of any alcoholic beverage, if such business is conducted by or for the insured, (2) to any owner or lessor of premises used by the insured for such purposes if such owner or lessor is not himself engaged in such business, (3) to any person engaged in the selling, serving or giving of any alcoholic beverage at or from premises owned, rented or controlled by the insured with his knowledge and consent, (4) to any licensed or governmental agency or subdivision, (5) to any employee of the insured, (6) to a person under the influence of alcohol, or (7) which causes or contributes to the intoxication of any person;

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

(h) 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;

(i) 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;

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

(k) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, 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 insured; but this exclusion does not apply to bodily injury or property damage resulting from the resultant malfunctioning of such products or work;

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

(m) 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;

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

(o) to property damage included within (1) the explosion hazard, (2) the collapse hazard, or (3) the underground property damage hazard.

[illegible] insured

ACE00001
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from the date of issue unless otherwise stated herein.

To and

Columbia Nitrogen Corporation, et al

[X] AETNA INSURANCE COMPANY

[ ] AETNA FIRE UNDERWRITERS INSURANCE COMPANY [ ] CENTURY INDEMNITY COMPANY

Policy Number 82 25 80 89 ALWAYS REQUIRED | End. No. 1 | Date 1/1/71 | Effective on and after 12:00 Noon Standard Time, 12:01 A.M.

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

NAMED INSURED:

COLUMBIA NITROGEN CORPORATION
COLUMBIA NIPRO CORPORATION AND/OR
FIDELITY CONSTRUCTION AND MAINTENANCE COMPANY,
COLUMBIA DIVISION, AND/OR ANY OWNED, CONTROLLED,
AFFILIATED, OR SUBSIDIARY COMPANY OR CORPORATION
AS THEIR INTERESTS MAY APPEAR.

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form 2-150-000 D.I. July 69
Printed in U.S.A.

ACE00002
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Issued to: Columbia Nitrogen Corporation, etal

[ ] A = ATRIA INSURANCE COMPANY
[ ] H = ATRIA RISK UNDERWRITERS INSURANCE COMPANY

TAU5U28

Policy Number	End. No.	Date	Effective on and after [ ] 12:00 Noon Standard Time. [ ] 12:01 A.M.
04 26 00 80	2	1/1/70 71	

ALWAYS REQUIRED — The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

ADMINATORY ENDORSEMENT

It is agreed that the policy is amended as follows:

(1) Policy Period, Territory. Such insurance as is afforded by the policy applies, subject to the following provisions:

Insuring Agreement IV, Policy Period, Territory, is amended to read:

This policy applies only to personal injury, sickness, disease, including death at any time resulting therefrom, and injury to or destruction of property, including the loss of use thereof, caused by occurrences which occur during the policy period.

If claim is made or suit is brought elsewhere than within the United States of America, its territories or possessions or Canada, the Company shall have the right but not the duty to investigate and settle such claims and to defend such suits. In any case in which the Company elects not to investigate, settle or defend; the insured under the supervision of the Company will make or cause to be made such investigation and defense as are reasonably necessary, and subject to prior authorization by the Company, will effect to the extent possible such settlement or settlements as the Company and the insured deem prudent.

The Company shall reimburse the insured for the reasonable costs of such investigation and defense and within the applicable limits of liability of the policy, for the amounts of such authorized settlements.

Subject otherwise to all the terms, limits and conditions of the Policy.
Attached to and forming part of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

ACE00003
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Columbia Nitrogen Corporation, etal

A = AETNA INSURANCE COMPANY
H = AETNA FIRE UNDERWRITERS INSURANCE COMPANY

AUG 02 13

Policy Number
04 26 80 80
ALPHA SECTION

End. No. | Date
2(continued)

Effective on and after 12:01 Noon Standard Time, 12:01 A.M.

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

ENDORSEMENT

Except as to the United States of America, its territories or possessions, or Canada, the insurance afforded by this paragraph shall apply as excess insurance over any other valid and collectible insurance;

(2) Definition "Incidental Contract" is amended to read:

The words "Incidental Contract" means any agreement made in connection with the usual business operations of the insured.

(3) Exclusions (A), (F) and (G) 1, 2 and 3 are not applicable.

(4) Exclusions (I), 1, 2 and 3 of the policy is amended to read as follows:

Under Coverage B to injury to or destruction of, (1) Property owned by the Insured or (2) any goods or products manufactured, sold, handled or distributed or premises alienated by the named insured, out of which the occurrence arises.

Subject otherwise to all the terms, limits and conditions of the Policy.
Issued after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

ACE00004
CONFIDENTIAL

AUGUST

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Issued Columbia Nitrogen Corporation, etal

AETNA INSURANCE COMPANY
AETNA FIRE UNDERWRITERS INSURANCE COMPANY
CENTURY INDEMNITY COMPANY

Policy Number: [illegible] | End. No. 3 | Date 1/1/82

Effective on and after 12:00 Noon Standard Time, 12:01 A.M.

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

NURSES AND FIRST AID EMPLOYEES COVERAGE ENDORSEMENT

It is agreed that such insurance as is afforded by the policy, under Insuring Agreement 1 - Coverage A also applies to any registered nurse or first aid employee employed by the named insured, as an insured, with respect to liability imposed by law on such nurse or first aid employee for damages arising out of malpractice including error, mistake and omission of such nurse or first aid employee in the rendering of nursing services in the course of their employment with the named insured.

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form [illegible] Ed. 7-69
Printed in U.S.A.

ACE00005
CONFIDENTIAL

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

Issued to Columbia Nitrogen Corporation, et al

[ ] AETNA INSURANCE COMPANY
[ ] AETNA FIRE UNDERWRITERS INSURANCE COMPANY
[X] CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after 12:00 Noon Standard Time, 12:01 A.M.
CX 130 89 ATTACHED-EXECUTED	A	12/20/71	

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

WATERCRAFT

It is agreed that the exclusion of watercraft in the policy does not apply to the maintenance, operation and use, loading or unloading of a) owned and hired watercraft, subject to the following provisions:

1. The insurance does not apply to any such watercraft:
   (a) while racing to others, and
   (b) while carrying passengers for a consideration.
2. Such insurance as is afforded by this endorsement applied as excess over any other valid and collectible insurance.

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

[illegible] Ed. July 69
[illegible] U.S.A.

ACE00006
CONFIDENTIAL

Aetna

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Issued

Columbia Nitrogen Corporation, etal

☐ AETNA INSURANCE COMPANY
☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY
☐ CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after [ ] 12:00 Noon Standard Time. [ ] 12:01 A.M.
[redacted]	5	AUG 74	

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

ADDITIONAL INSURED - EMPLOYEES

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

The unqualified word "Insured" also includes any employee of the named insured while acting within the scope of his duties as such provided that the named insured, after an occurrence has taken place, which results or appears likely to result in a claim against any employee, specifically requests the Company to extend coverage to such employee as an additional insured; however, the policy shall not afford insurance to such employee for personal injury to or property damage of another employee of the same employer or damage to property owned, rented, used or occupied by any named insured.

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form 8-550-001 Ed. July 69
Printed in U.S.A.

ACE00007
CONFIDENTIAL

A U 5 U 2 6

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured

Columbia Nitrogen Corporation, etal

[X] AETNA INSURANCE COMPANY
[ ] AETNA FIRE UNDERWRITERS INSURANCE COMPANY
[ ] CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after [ ] 12:00 Noon Standard Time, [ ] 12:01 A.M.
CC 26 80 80	6	1/1/87	

ALREADY ISSUED

The information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

It is hereby understood and agreed that the undermentioned policy includes the following location used by the insured for recreational purposes:

Approx. 1135 acres -
Premises of Floyd Mc Gowan and
Floyd Mc Gowan Jr.,
Kendall Co., Texas

Subject otherwise to all the terms, limits and conditions of the Policy

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

[illegible] Ed. July 69
[illegible] in U.S.A.

Authorized Agent

ACE00008
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from the date of issue unless otherwise stated herein.
Insured

Columbia Nitrogen Corporation, etc., et al.

☐ A = AETNA INSURANCE COMPANY
☐ U = AETNA FIRE UNDERWRITERS INSURANCE COMPANY

Policy Number	End. No.	Date	Effective on and after ☐ 12:00 Noon Standard Time. ☐ 12:01 A.M.
ALWAYS REQUIRED	7	1/1/71	The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

ENDORSEMENT

INDIVIDUAL BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions: -

A. $1,000. - shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of bodily injury, sickness, disease or death sustained by one or more person or persons as the result of any one occurrence and the Company shall be liable only for the difference between such deductible amount and the applicable limit of liability for each occurrence as stated in the policy.

B. $1,000. - shall be deducted from the total amount of all sums which the insured shall become legally obligated to pay as damages on account of the injury to or destruction of all property of one or more persons or organizations including the loss of use thereof as the result of one occurrence and the Company shall be liable only for the difference between such deductible amount and the applicable limit of liability for each occurrence as stated in the policy.

The terms of the policy, including those with respect to notice of occurrence and the Company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.

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 named insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

ACE00009
CONFIDENTIAL

Subject otherwise to all the terms, limits and conditions of the Policy.
This endorsement, when issued to form a part of Policy, not valid until countersigned by an authorized agent of the Company.

(The attaching clause is completed only when this endorsement is issued subsequent to the issuance of the policy.)

LIABILITY

L 9109
(Ed. 7-66)

G 105

ADDITIONAL INSURED

(Premises Leased to the Named Insured)

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

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPERS INSURANCE

This endorsement, effective 1/1/70 (12:01 A.M., standard time), forms a part of policy No. CR 26 80 80

Issued to Columbia Nitrogen Corporation, etal End. 19.

by Aetna Ins. Co.

Authorized Representative

SCHEDULE

Premiums Bodily Injury Liability	Premiums Property Damage Liability	Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)
15.00	03.	Bainbridge Fertilizer Co. Bainbridge, S.C.	Bainbridge Fertilizer Co. Bainbridge, S.C.

(Incl. in policy prem.)

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated above, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated above leased to the named insured, and subject to the following additional exclusions:

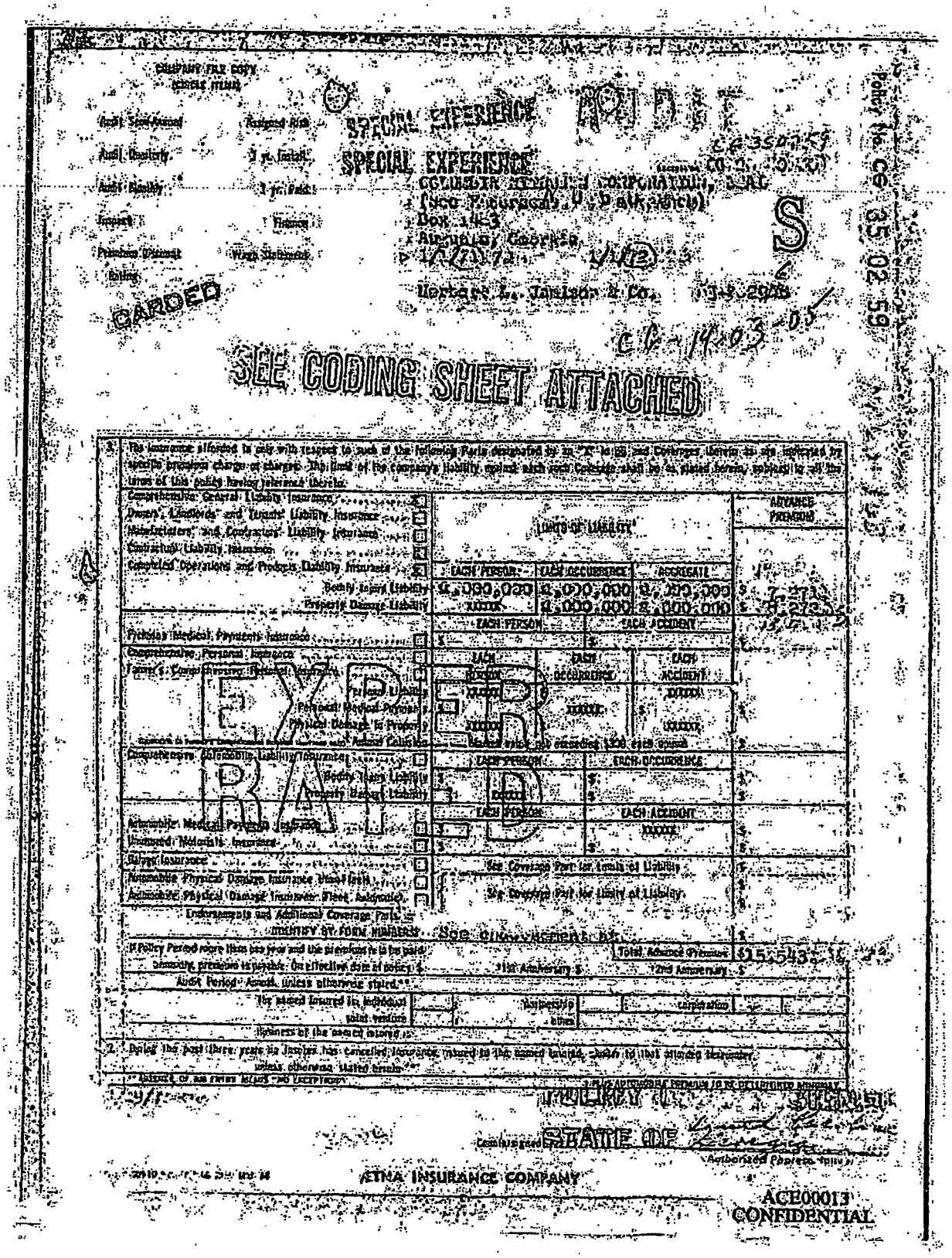
The insurance does not apply:

1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises,
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated above.

(Attached)

ACE00010
CONFIDENTIAL

EXHIBIT B



COMPANY FILE COPY
AGENCY COPY

SPECIAL EXPERIENCE

SPECIAL EXPERIENCE

COLUMBIA [illegible]

[illegible]

Dept. 1-1-3

Agency Copy

Mortgage Investors Insurance Co.

CARDED

SEE CODING SHEET ATTACHED

Comprehensive General Liability Insurance				
Owners', Landlords' and Tenants' Liability Insurance				
Manufacturers' and Contractors' Liability Insurance				
Contractual Liability Insurance				
Completed Operations and Products Liability Insurance	LIMITS OF LIABILITY			ADVANCE PREMIUM
	EACH PERSON	EACH OCCURRENCE	AGGREGATE	
Bodily Injury Liability	$1,000,000	$1,000,000	$3,000,000	$ 7,273
Property Damage Liability	INCLUDED	$1,000,000	$1,000,000	$ 8,270
Personal Medical Payments Insurance	EACH PERSON		EACH ACCIDENT	
	$		$	
Comprehensive Personal Insurance	EACH PERSON	EACH OCCURRENCE	EACH ACCIDENT	
Family Combination Personal Liability	INCLUDED	INCLUDED	INCLUDED	
Personal Medical Payments	$		$	$
Physical Damage to Property	INCLUDED		INCLUDED	
Comprehensive Automobile Liability Insurance	EACH PERSON		EACH OCCURRENCE	
Bodily Injury Liability	$		$	$
Property Damage Liability	INCLUDED		$	$
Automobile Medical Payments Insurance	EACH PERSON		EACH ACCIDENT	
Uninsured Motorists Insurance	$		$	$
Surety Insurance	See Coverage Part for Limits of Liability			$
Automobile Physical Damage Insurance (Specified Autos)	See Coverage Part for Limits of Liability			$
Automobile Physical Damage Insurance (Fleet, Radius/Zone)				$
Endorsements and Additional Coverage Parts IDENTIFY BY FORM NUMBERS	See Coverage Parts			$
			Total Advance Premium	$15,543.16

If Policy Period more than one year and the premium is to be paid annually, premium is payable on effective date of policy $; 1st Anniversary $; 2nd Anniversary $

Audit Period: Annual, unless otherwise stated.**

The Named Insured is:	Individually	Partnership	Corporation
	Joint Venture	Other	

Business of the Named Insured:

2. During the past three years no insurer has cancelled insurance issued to the named insured, declined to issue insurance, unless otherwise stated herein.

** Waiver of all rights of recovery except as stated herein.

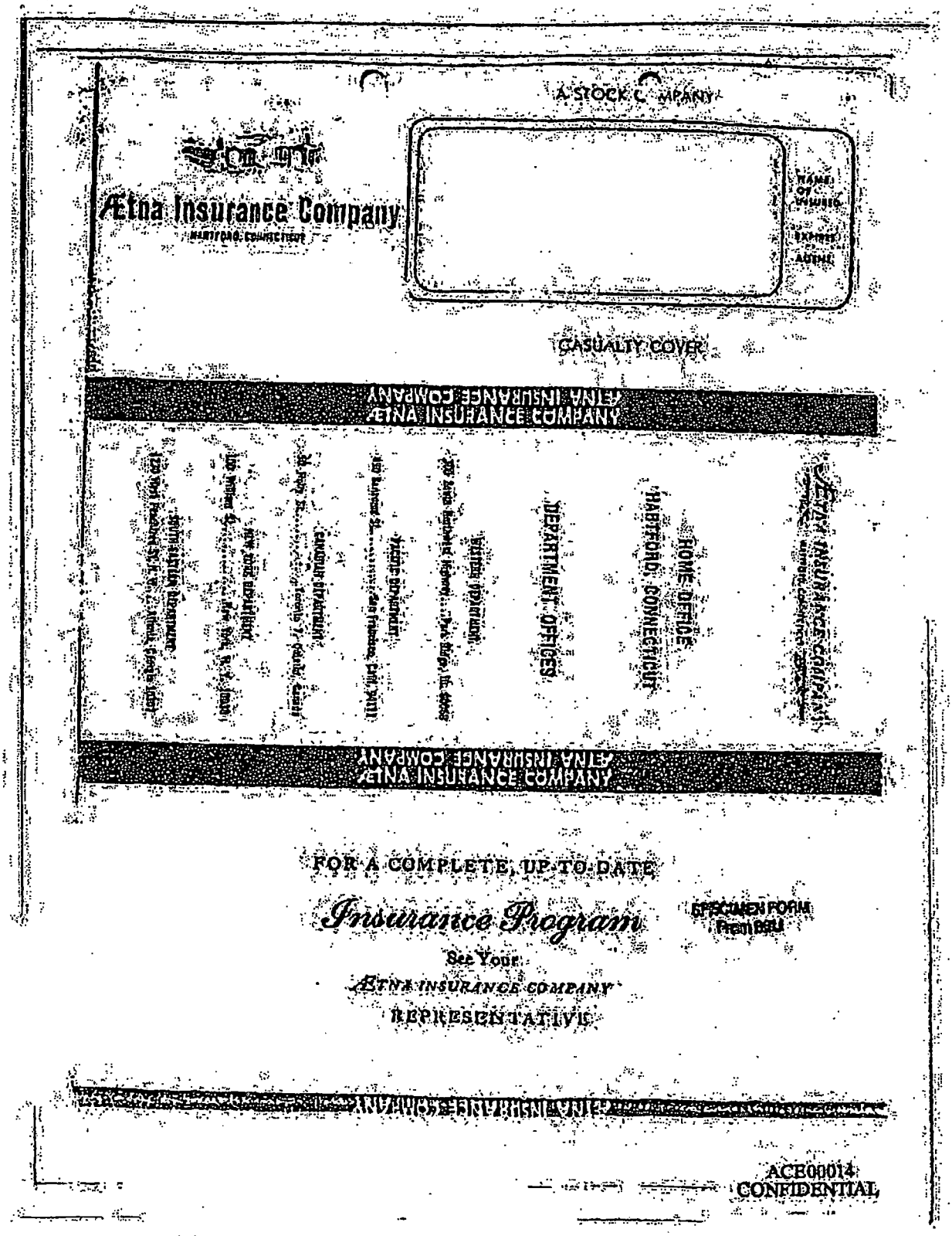
IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary.

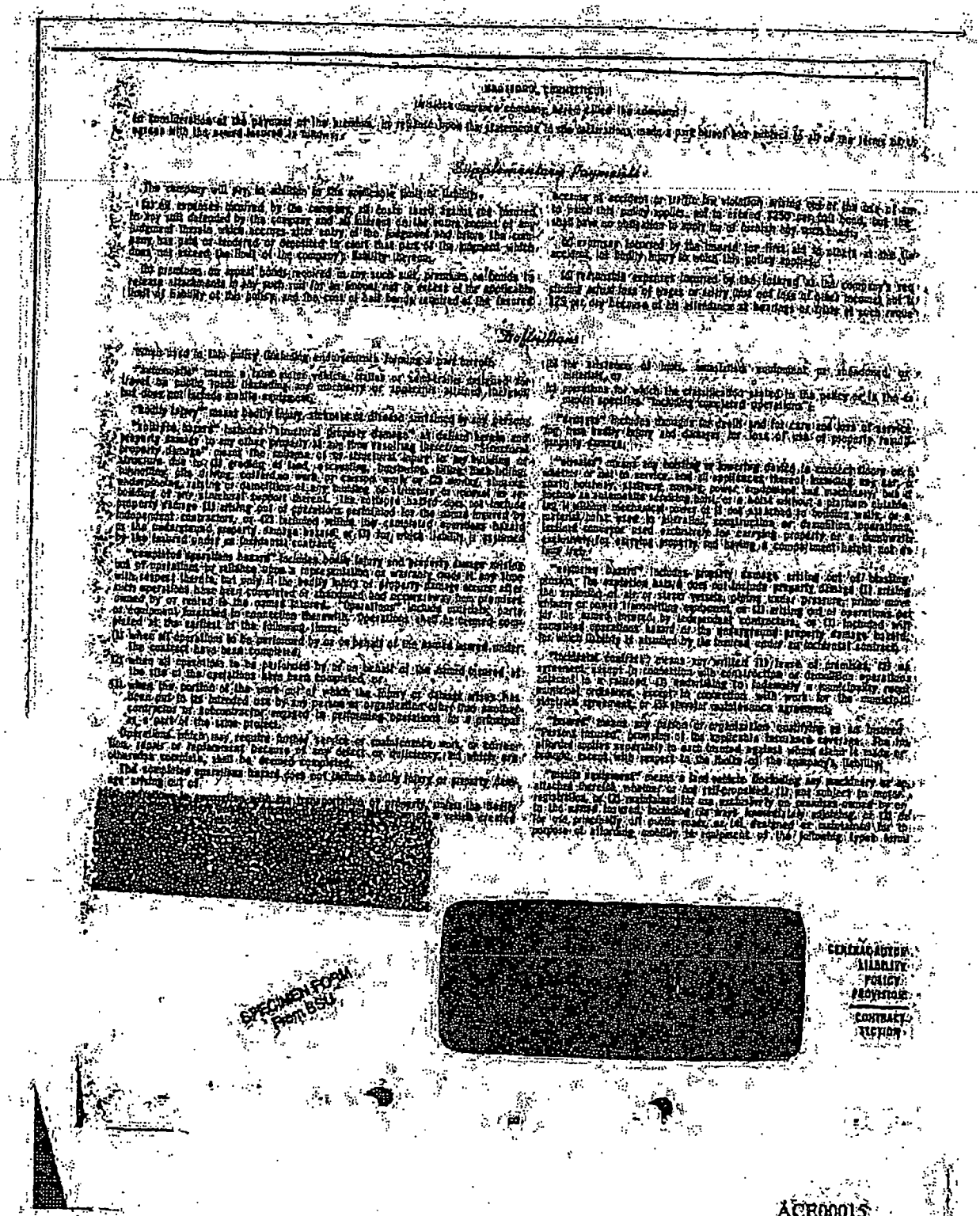
Countersigned at STATE OF

Authorized Agent or Representative

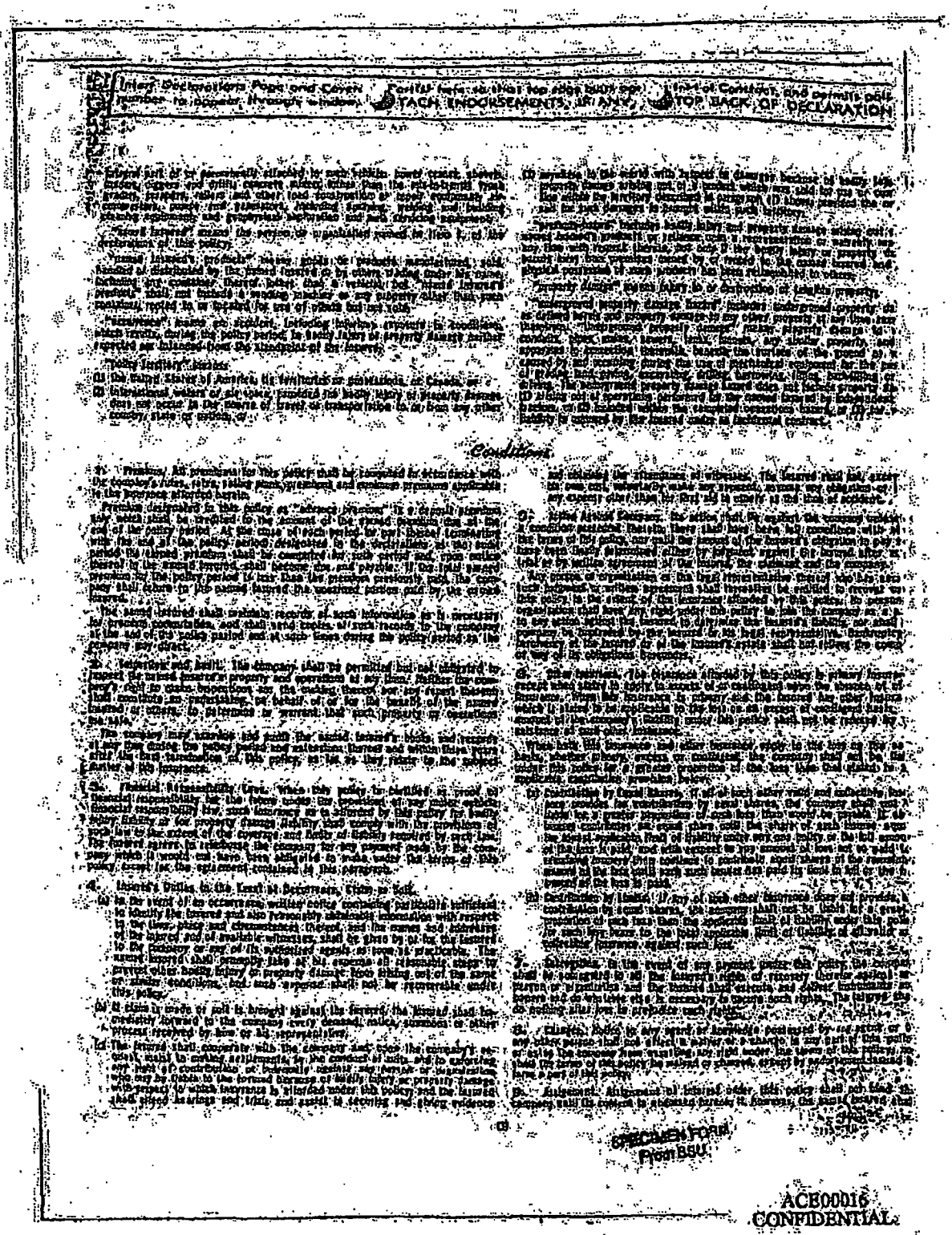
ATNA INSURANCE COMPANY

ACE00013
CONFIDENTIAL


A STOCK COMPANY
Ætna Insurance Company
HARTFORD, CONNECTICUT
CASUALTY COVER
ÆTNA INSURANCE COMPANY
HOME OFFICE
HARTFORD, CONNECTICUT
DEPARTMENT OFFICES
ÆTNA INSURANCE COMPANY
FOR A COMPLETE, UP-TO-DATE
Insurance Program
SPECIMEN FORM
See Your
ÆTNA INSURANCE COMPANY
REPRESENTATIVE
ACE00014
CONFIDENTIAL



ACE00015
CONFIDENTIAL



Policy Declarations Page and Cover Number to Appear Throughout Policy

Partial facsimile showing top edge only

ATTACH ENDORSEMENTS, IF ANY,

Table of Contents, if any, to appear here

TOP BACK OF DECLARATION

Condition

SPECIMEN FORM
From BSU

ACE00016
CONFIDENTIAL

...such insurance as is afforded by this policy shall apply (1) if the named insured's legal representative, as the named insured, has duly made request, within the period of the policy or sixty days thereafter, for a statement with respect to the property of the named insured, to an officer having proper authority thereof, as insured, but only with the concurrence and cooperation of the legal representative.

10. Named Insured. If this policy is issued to a partnership, the term named insured includes any person who, or organization which, subsequent to the effective date of this policy becomes, and during the period this policy is in force is, a partner thereof, but only with respect to the business of the named insured.

11. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) if the named insured's legal representative, as the named insured, has duly made request, within sixty days after the date of such death, for a statement with respect to the property of the named insured, to an officer having proper authority thereof, as insured, but only with the concurrence and cooperation of the legal representative.

12. Named Insured Bankrupt. If this policy is issued to a partnership, the insurance afforded hereunder with respect to the named insured shall not be affected by the adjudication that the named insured is bankrupt or insolvent or by any order enjoining, restraining or prohibiting the named insured from continuing business.

13. Cancellation. This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in the policy, written notice stating when not less than ten 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 the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time 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.

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

In witness whereof, the company has caused this policy to be signed by its president and a secretary at Hartford, Connecticut, and countersigned on the declarations page by a duly authorized representative of the company.

Secretary

President

This endorsement modifies the provisions of the policy relating to AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE, OTHER THAN COMPREHENSIVE PERSONAL AND FARMERS COMPREHENSIVE PERSONAL INSURANCE.

Nuclear Energy Liability Exclusion Endorsement—Broad Form

It is agreed that:

I. The policy does not apply:

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

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

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

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

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

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

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

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

II. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material;

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

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

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

"nuclear facility" means

(a) any nuclear reactor,

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

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

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

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

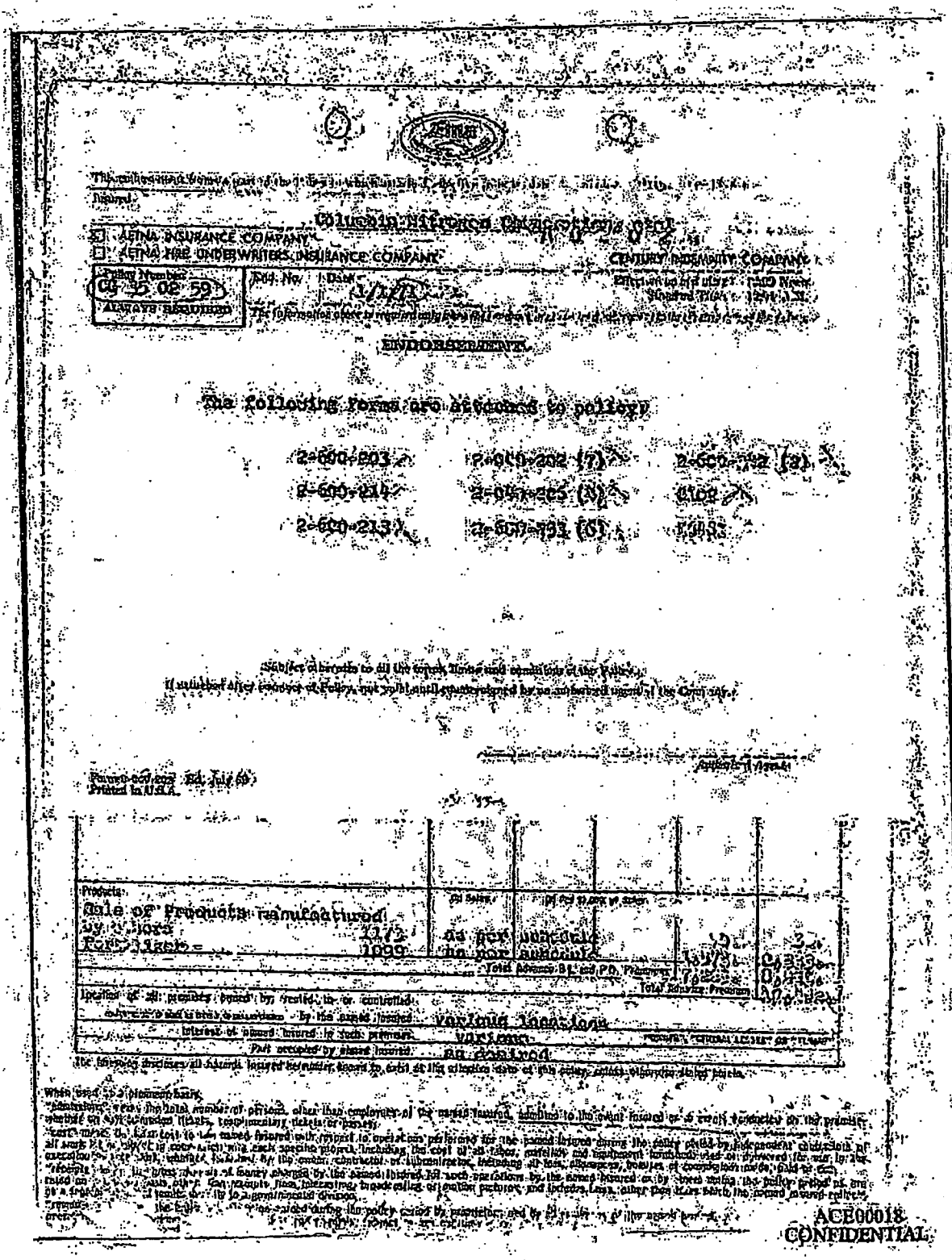
"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

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

It is understood and agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement—Broad Form", printed above, do not apply in New York with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

SPECIMEN FORM From EBU

ACB00017
CONFIDENTIAL



Aetna

Insured: Columbia Nitrogen Chemicals, Inc.

☒ AETNA INSURANCE COMPANY
☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY
CENTURY INDEMNITY COMPANY

Policy Number: CA 5 02 59
ALWAYS REQUIRED

Rid. No. | Date: 1/1/93

The following forms are attached to policy:

ENDORSEMENTS.

2-600-203 | 2-010-202 (7) | 2-600-192 (3)
2-600-214 | 2-045-265 (A) | CL102
2-600-213 | 2-600-193 (6) | CL103

Subject always to all the terms, limits and conditions of the Policy.

If number after reference of Policy, not published, underscored by an asterisk (*) the Coat (A).

Authorized Signature

Printed in U.S.A.

Products:
Sale of Products manufactured by Insured
For Years: 1993 - 1999

All Sales | All Sales of Sales

as per schedule on file

Total Advance Premium

Location of all premises owned by, rented to or controlled exclusively and used exclusively by the named insured: various locations

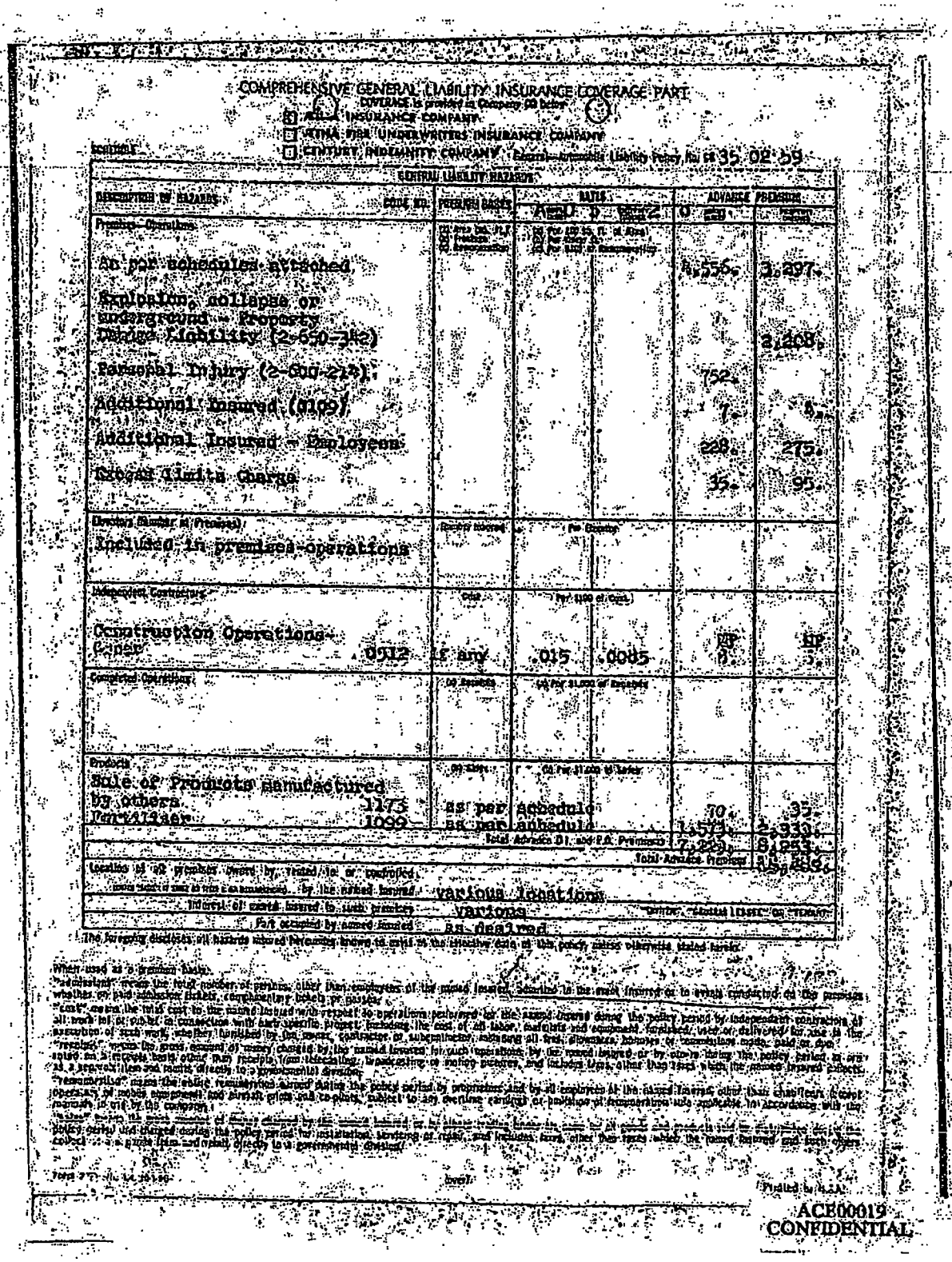
Interest of named insured in such premises: various

Part occupied by named insured: as declared

The Company declines all hazards incurred by reason, caused by, or in the operation of the policy, unless otherwise specifically

When used as a premium basis:
"Admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises described in Item 4, upon receipt of tickets or passes.
"Cost" means the cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work (1) sublet 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 subcontractor, including all fees, allowances, bonuses of compensation made, paid or to be paid for or on account of such work by the named insured or by reason of any guarantee or warranty required by the contract, and all charges made to the named insured for such operations by any construction manager or management consultant, and (2) not to be performed by the named insured under subcontracts covered by a premium basis, and for which the named insured is legally liable, all as determined by the Company in accordance with its rules, rates, rating plans, manuals and classifications in force at the inception of the policy period.
"Receipts" means the gross amount of money charged by the named insured for all operations performed by the named insured or by others during the policy period, including taxes, but excluding returned sales and discounts.
"Remuneration" means the total gross payroll during the policy period by the named insured for all employees engaged in the operations covered by the policy and the total amount earned by all other persons for labor performed for the named insured during the policy period by independent contractors.

ACE00018
CONFIDENTIAL



COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

COVERAGE is provided in Company (B) below

(A) ACE INSURANCE COMPANY

(B) CIGNA FIRE UNDERWRITERS INSURANCE COMPANY

(C) CENTURY INDEMNITY COMPANY

Insured: [illegible] Comprehensive General Liability Policy No. 35 08 59

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES Area/Prod.	RATES Operations	ADVANCE PREMIUM	PREMIUM
Premises-Operations						
As per schedules attached					4,556.	3,297.
Explosion, collapse or underground - Property Damage Liability (2-650-342)						2,208.
Personal Injury (2-000-214);					752.	
Additional Insured (0109)					1.	5.
Additional Insured - Employees					228.	275.
Broad Limits Charge					35.	95.
Elevators Number of Premises:		Number Insured		Per Elevator		
Included in premises-operations						
Independent Contractors		Code		Per 1000 of Cost		
Construction Operations - Owner	0912	If any	.015	.0085	MP 8.	MP 5.
Completed Operations		(a) Receipts		(a) Per $1,000 of Receipts		
Products		(a) Sales		(a) Per $1,000 of Sales		
Sale of Products manufactured by others.	1173	as per schedule			70.	35.
Participation	1099	as per schedule			1,573.	2,930.
				Total Advance Ol. and P.O. Premium	7,229.	8,253.
				Total Advance Premium		8,258.

Location of all premises owned by, rented to or controlled [illegible] by the named insured - various locations

Interest of named insured in such premises - various - sole, joint, stated limit or percentage

Part occupied by named insured - as declared

The foregoing discloses all hazards known hereunto known to exist at the inception date of the policy unless otherwise stated herein.

When used as a premium basis:

"Audit" means the total number of persons, other than employees of the named insured, entering in the said premises or to whom conducted on the premises whether on paid admission tickets, complimentary tickets or passes.

"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 sublet 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 subcontractors, excluding all fees, allowances, bonuses or commissions made, paid or due.

"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 subject to a receipts basis other than receipts from advertising, broadcasting or publishing, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division.

"Remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured other than chauffeurs, drivers or operators of mobile equipment and aircraft pilots and co-pilots, subject to any overtime earnings or premiums not applicable in accordance with the regular rate in use by the employer.

"Sales" means the gross amount of money charged by the named insured or by others during the policy period and charged during the policy period for merchandise, delivered or rented, and includes taxes, other than taxes which the named insured and both collect and remits directly to a governmental division.

Form 7-71-0... 11-1-80 (over) Printed in U.S.A.

ACE00019
CONFIDENTIAL



ACE00020
CONFIDENTIAL



ACE00021
CONFIDENTIAL

PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

INSURANCE is provided by Company indicated below:

[X] A — AETNA INSURANCE COMPANY

[ ] U — AETNA FIRE UNDERWRITERS INSURANCE COMPANY

SCHEDULE

General Automobile Liability Policy No. PE 35 02 49

COVERAGE	LIMITS OF LIABILITY
P. Personal Injury Liability	$ Each person/ aggregate $ A U Each occurrence

The insurance afforded is only with respect to personal injury arising out of an offense listed within each 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	$ 228.00
B. Libel, Slander, Defamation or Violation of Right of Privacy	$ 228.00
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy	$ 228.00
Insured's Participation %	Minimum Premium $ Total Advance Premium $ 684.00

Elimination of Exclusion "C" 60.00

5 738.00

I. COVERAGE P—PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the 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 advertising or solicitation in the course of or related to advertising, broadcasting or television activities conducted by or on behalf of the named insured;

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

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

Exclusions

This insurance does not apply:

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

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

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

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

(e) to personal injury arising out of a publication or utterance described in Group B committed by or with the knowledge of the insured for the purpose of inducing any organization or business enterprise, or its products or services to buy, sell or deal with the insured or any of the insured's customers, clients or prospective customers, clients or users of its products or services;

(f) to personal injury (included in policy)

(1) to any insured, except that with respect to the insured's activities as a newspaper publisher or radio or television broadcaster this exclusion does not apply to any employee of the insured other than a partner or executive officer thereof;

(2) to any partnership or unincorporated association which is an insured;

(3) to any director or stockholder of any insured which is a corporation with respect to his liability as such;

(4) to any insured within the meaning of part (b) or part (c) of the preceding paragraph with respect to injury to any other insured within the meaning of part (b) or part (c) of the preceding paragraph;

(5) to any insured under any other insurance policy or bond, or which would be an insured under such policy or bond but for the termination thereof or the exhaustion of the limits of liability thereunder;

(6) to any insured with respect to injury arising out of the conduct of any business owned by, rented to, or controlled by the insured which is not designated in the policy as a named insured.

II. 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 the company for all damages because of all personal injury to which this coverage applies, sustained by any one person or organization, shall not exceed the limit of personal injury liability stated in the schedule as "each person" applicable.

Subject to the above provision respecting "each person" applicable, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "general aggregate".

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

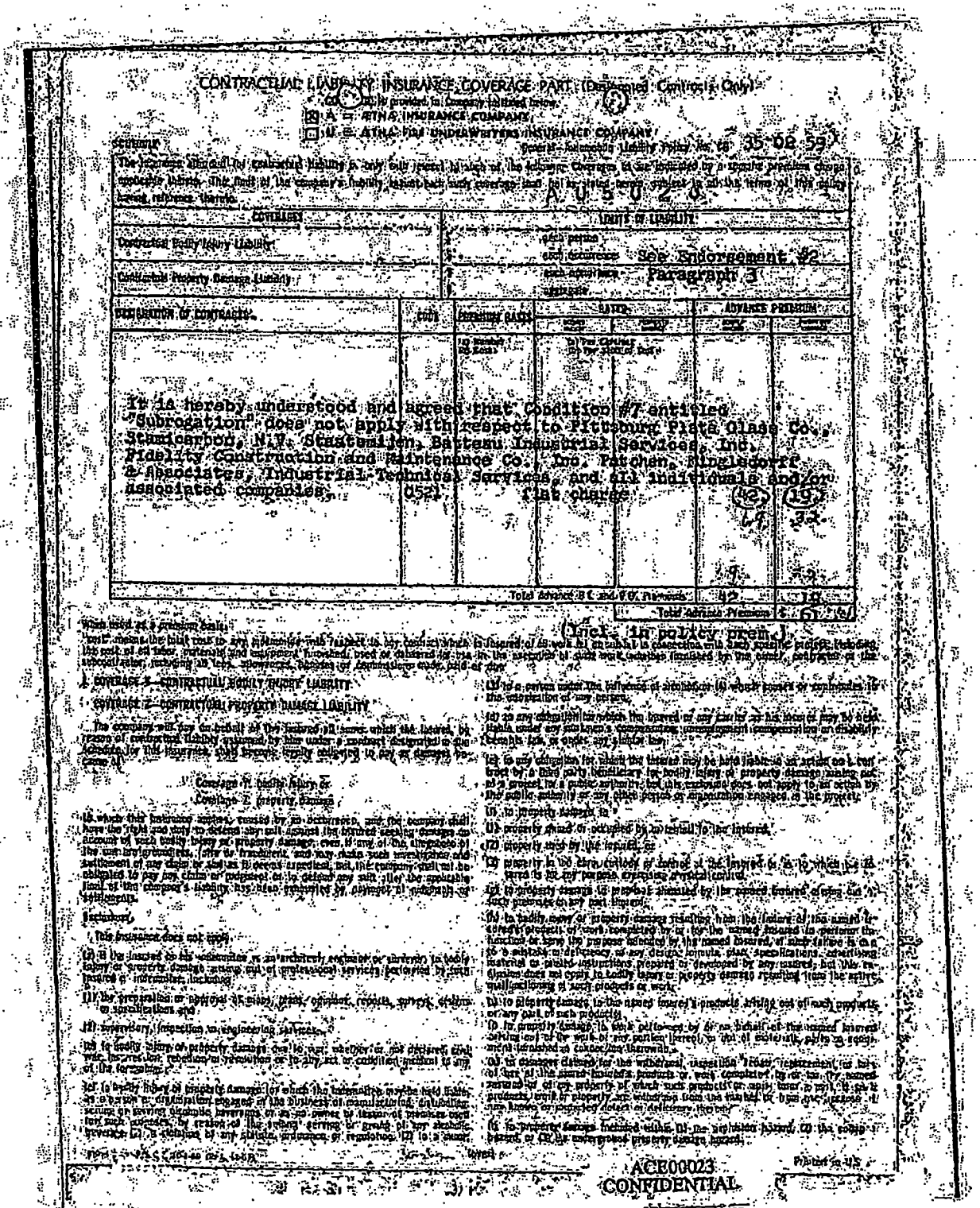
IV. ADVANCE PREMIUM

Where used in reference to this insurance

"premium" means the total amounts which are payable because of personal injury arising out of all offenses to which this insurance applies.

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CONTRACTUAL LIABILITY INSURANCE COVERAGE PART (Designated Contracts Only)

(1) (2)

☒ A = ATNA INSURANCE COMPANY

☐ U = ATNA FIRE UNDERWRITERS INSURANCE COMPANY

Comme... general liability policy no. is 35 02 59

The insurance afforded by contractual liability is only with respect to such of the following Coverages as are indicated by a specific premium charge or charges. The limit of the company's liability under such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

A U 5 0 2 8 3

COVERAGES	LIMITS OF LIABILITY
Contractual Bodily Injury Liability	each person $
	each occurrence $ See Endorsement #2
Contractual Property Damage Liability	each accident $ Paragraph 3
	aggregate $

DESIGNATION OF CONTRACTS	RATE	PREMIUM BASIS	ADVANCE PREMIUM	
			Bodily Injury	Property Damage
		(a) Number of Contracts (b) Cost		
It is hereby understood and agreed that Condition #7 entitled "Subrogation" does not apply with respect to Pittsburg Plate Glass Co., Seamicorbco, N.Y., Seastemiien, Bateau Industrial Services, Inc., Fidelity Construction and Maintenance Co., Inc. Patchen, Ringledorff & Associates, Industrial Technical Services, and all individuals and/or associated companies.	(052)	Flat charge	(42) 44	(19) 32
		Total Advance B C and D Premiums	42	19
		Total Advance Premium	$ 61	

(Incl. in policy prem.)

When used as a premium basis:

"cost" means the total cost to any subscriber with respect to any contract which is insured or is work let or sublet in connection with such specific premium charge, 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 the subcontractor, including all fees, allowances, charges for construction plant, paid or due;

"each $100" means each one hundred dollars or fraction thereof.

I. COVERAGE A - CONTRACTUAL BODILY INJURY LIABILITY

COVERAGE B - CONTRACTUAL PROPERTY DAMAGE LIABILITY

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

Coverage A - Bodily Injury or
Coverage B - Property Damage

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

Exclusions.

This insurance does not apply:

(a) to the insured or his subsidiaries or an architect, engineer or surveyor to bodily injury or property damage arising out of professional services performed by such insured or subsidiaries, including

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

(2) supervisory, inspection or engineering services,

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

(c) to bodily injury or property damage for which the insured or the said State, or a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as to any power or function of persons with any such capacities, by reason of the selling, serving or giving of any alcoholic beverage (1) is obligated by any statute, ordinance or regulation, (2) is a cause of any statute, ordinance or regulation, (3) is in connection with such specific premium charge, relating to the use of any person,

(d) to a person under the influence of alcoholic (1) which power or contributes to the cooperation of any person,

(e) 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,

(f) to any obligation for which the insured may be held liable or action as a result of bodily injury to 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 alienated by the named insured arising out of such premises or any part thereof,

(i) to bodily injury or property damage resulting from the failure of the named insured to perform the contract, or from the performance of the contract by the named insured to perform the function or have the purpose intended by the named insured, or from failure of the named insured to be adequate or adequacy of any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured, but this exclusion does not apply to bodily injury or property damage resulting from the actual malfunctioning of such products or work,

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

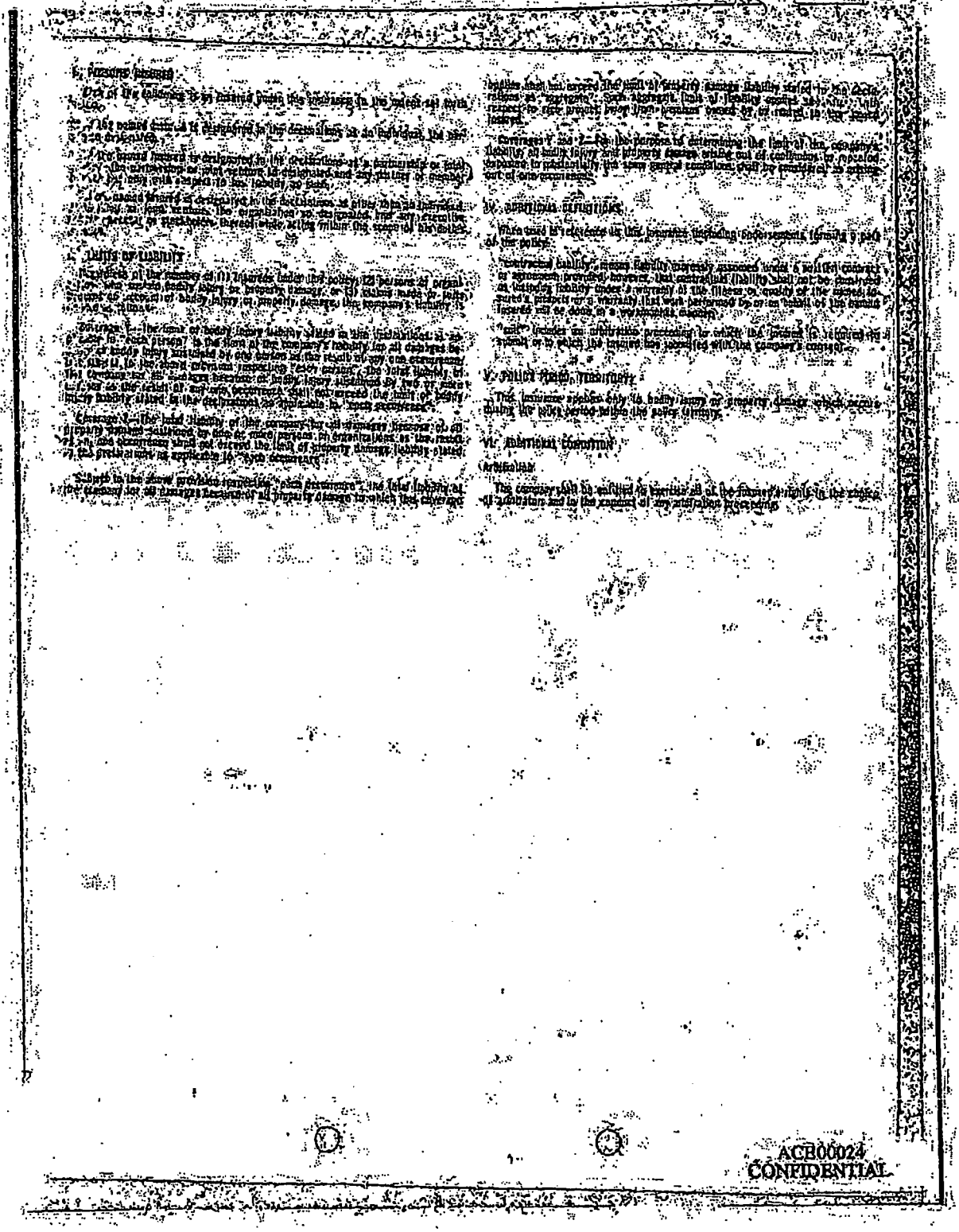
(k) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith,

(l) to damages claimed for the withdrawal, recall, 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,

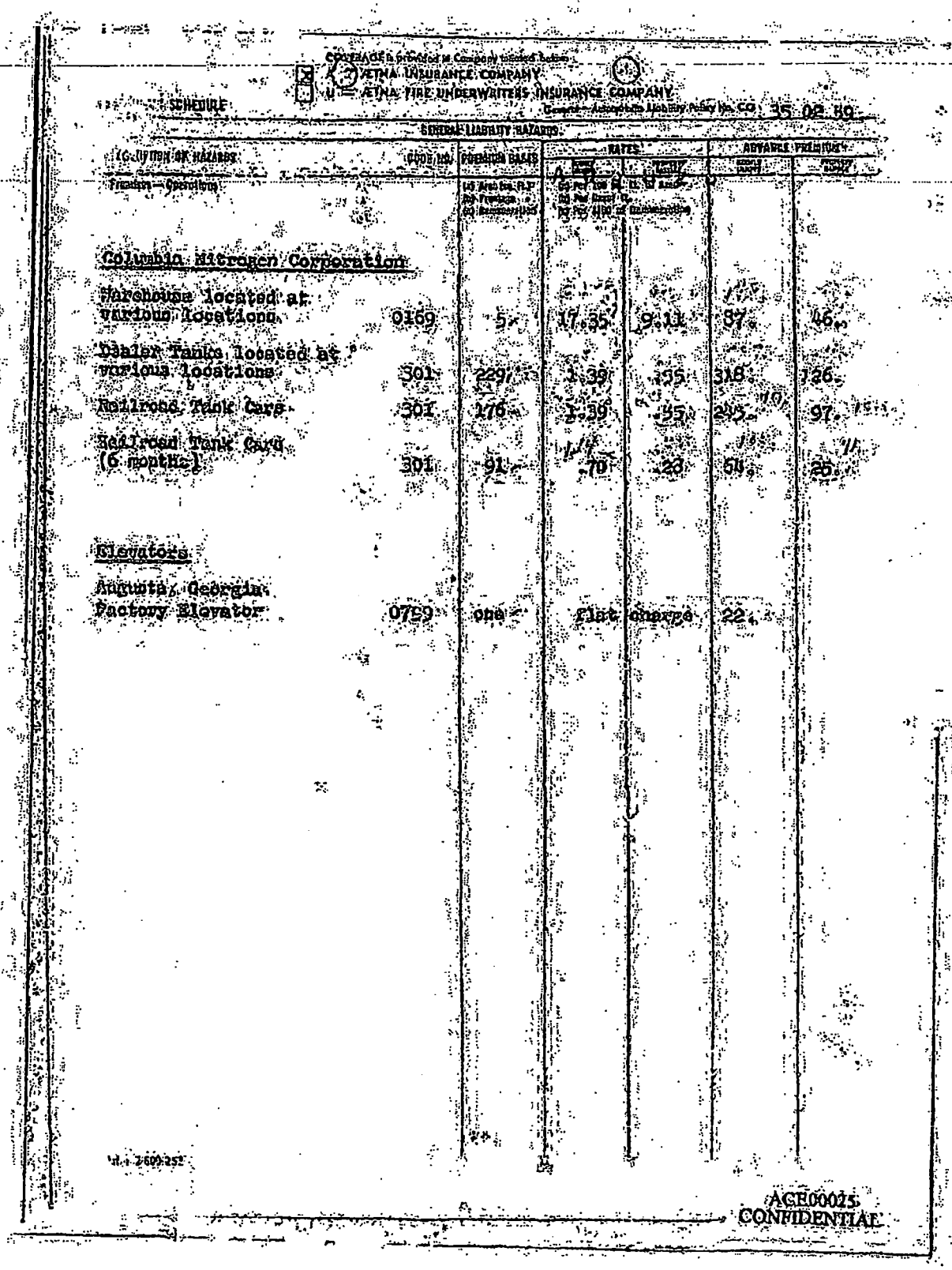
(m) to property damage included within (1) the completed hazard, (2) the ongoing premises, or (3) the underground property damage hazard.

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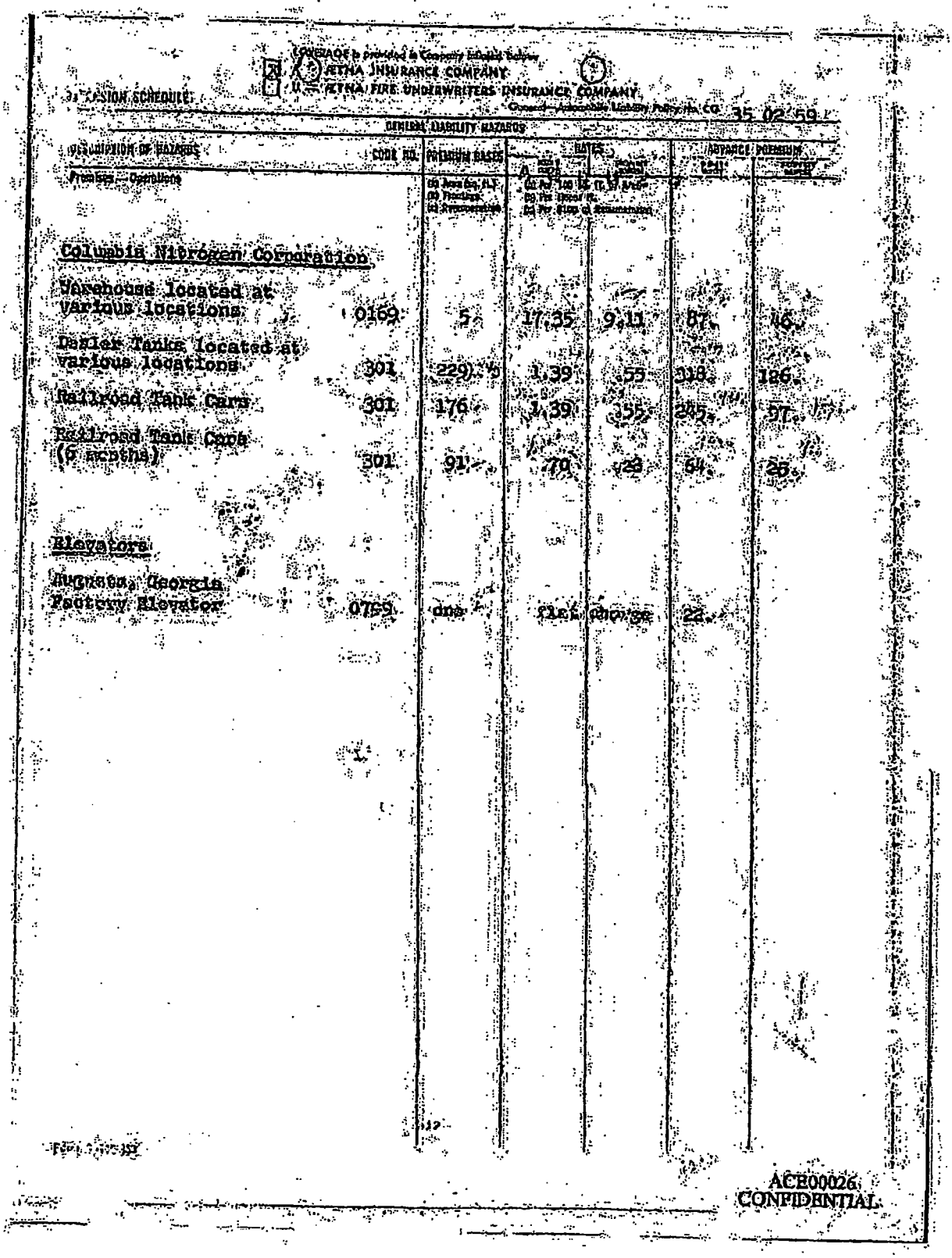
COVERAGE is provided in Company indicated below:
[X] (A) AETNA INSURANCE COMPANY
[ ] (B) AETNA FIRE UNDERWRITERS INSURANCE COMPANY

SCHEDULE — Comprehensive Liability Policy No. CO 35 02 89

GENERAL LIABILITY HAZARDS

CLASSIFICATION OF HAZARDS Premises—Operations	CODE NO.	PREMIUM BASIS (a) Area (sq. ft.) (b) Receipts (c) Number Units	RATES (a) Per 1000 sq. ft. (b) Per $100 of Receipts (c) Per Unit		ADVANCE PREMIUMS	
			A	B	A	B
Columbia Nitrogen Corporation						
Warehouse located at various locations	0169	5	17.35	9.11	87.	46.
Dealer Tanks located at various locations	301	229	1.39	.155	318.	36.
Railroad Tank Cars	301	176	1.39	.55	245.	97.
Railroad Tank Cars (6 months)	301	91	.70	.28	64.	26.
Elevators						
Augusta, Georgia Factory Elevator	0759	one	flat charge		22.	

ACE00025
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COVERAGE is provided in Company Indicated Below:
[X] (A) AETNA INSURANCE COMPANY
[ ] (U) AETNA FIRE UNDERWRITERS INSURANCE COMPANY

DIVISION SCHEDULE: General Automobile Liability Policy No. CO 35 02 59

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS Premises — Operations	CODE NO.	PREMIUM BASES (A) Area (Sq. Ft.) (P) Frontage (S) Remuneration	RATES (A) Per 100 Sq. Ft. of Area (P) Per Front Ft. (S) Per $100 of Remuneration	ADVANCE PREMIUM ALL	ADVANCE PREMIUM FACTORY INSURANCE ASSOC.
Columbia Nitrogen Corporation					
Warehouse located at various locations	0169	5	17.35	9.11	87. 46.
Dealer Tanks located at various locations	301	229.	1.39	.55	318. 126.
Railroad Tank Cars	301	176	1.39	.55	245. 97.
Railroad Tank Cars (6 months)	301	91	70	.28	64. 26.
Elevators					
Augusta, Georgia Factory Elevator	0759	one	Flat Charge		22.

ACE00026
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COVERAGE is provided in Company indicated below:

(X) AETNA INSURANCE COMPANY

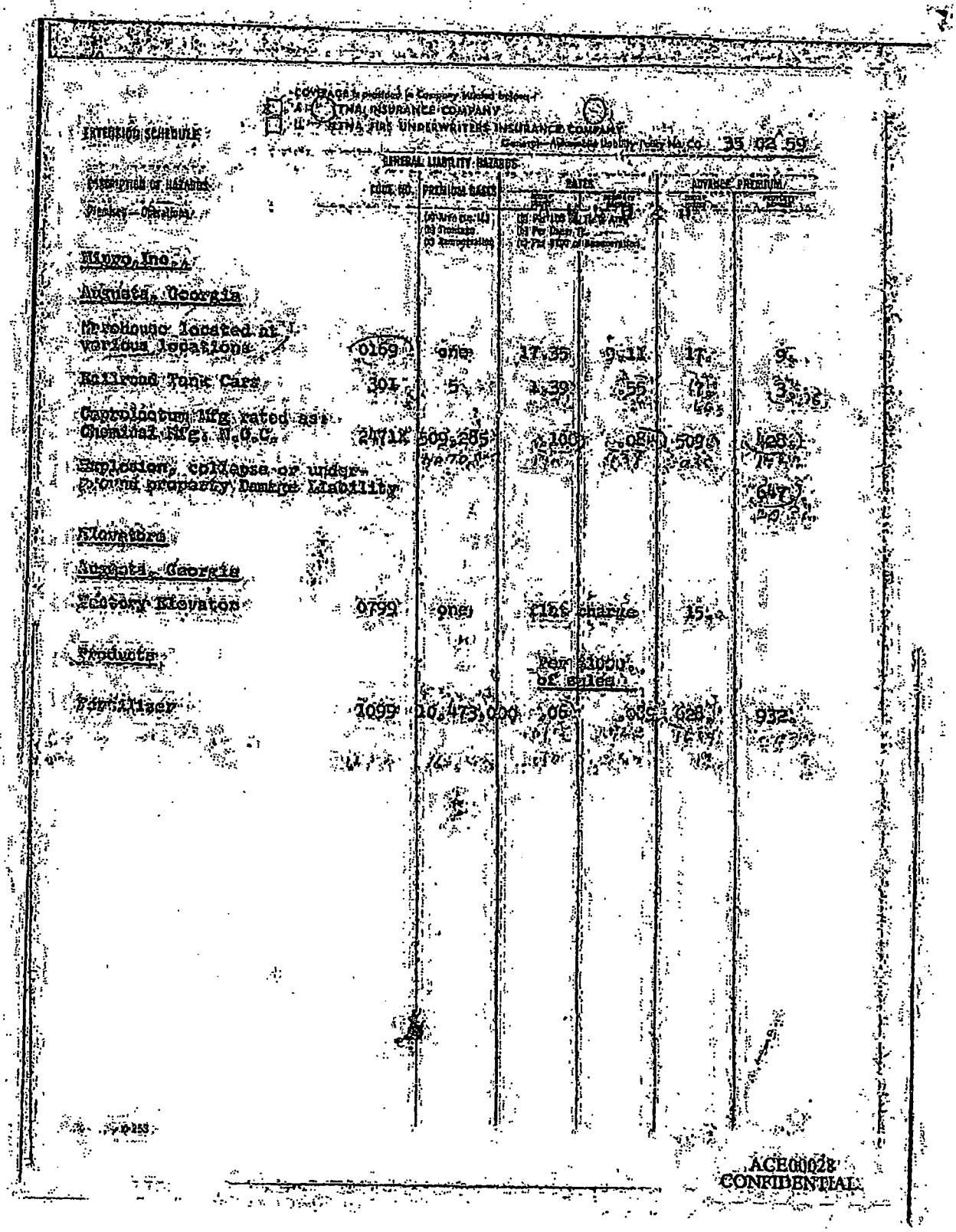
( ) AETNA FIRE UNDERWRITERS INSURANCE COMPANY

EXHIBIT SCHEDULE — Effective Date of Policy 05 02 88

CENTRAL LIABILITY (BODILY INJURY)

DESCRIPTION OF HAZARDS (Premises — Operations)	CODE NO.	PREMIUM BASES (a) Area (Sq. Ft.) (b) Employees (c) Gross Sales	RATES (a) Per No. 100 sq. ft. of Area (b) Per Employee (c) Per $1000 of Gross Sales		ADVANCE PREMIUMS	
Columbia Nitrogen Corporation						
Augusta, Georgia						
Ammonia Mfg., rated as: Chemical Mfg. N.O.C.	2471X	(c) 175,616	.100	.084	176.	148.
Ammonia Nitrogen Mfg. Rated as: Chemical Mfg. N.O.C.	2471X	(c) 653,697	.100	.084	654.	885.
Acid Mfg.	2471	(c) 526,848	.100	.081	527.	427.
Fertilizer Mfg.	2486	(c) 46,341	.088	.104	42.	48.
Explosion, Collapse or Underground Property Damage Liability						1568.
Products			Per $1000 of Sales			
Mix of Products Manufactured by others	1173	1,213,739	.024	.012	34.	17.
Fert. Mixer	1099	2,607,368	.05	.059	578.	653.

ACE00027
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COVERAGE is provided by Company indicated below:
A. ETNA INSURANCE COMPANY
B. ETNA FIRE UNDERWRITERS INSURANCE COMPANY

Location Schedule — General Automobile Liability Policy No. CO 35 02 59

GENERAL LIABILITY HAZARDS

Classification or Hazards (Dept. No.)	Premium Basis	Rates		Advance Premium
Viroley - Oklahoma				
Mixco, Inc.				
Augusta, Georgia				
Premises located at various locations	0169 one	17.35	9.11	17. 9.
Railroad Tank Cars	301 5	1.39	.55	3.
Caprolactum Mfg. rated as Chemical Mfg., N.O.C.	2471X 509,285	.100	.084	509 428
Explosion, collapse or under-ground property Damage Liability				47
Elevators				
Augusta, Georgia				
Freight Elevator	0799 one	Flat charge		15.
Products		Per $1000 of Sales		
Fertilizer	4099 10,473,000	.06	.038	628 398

AGE00028
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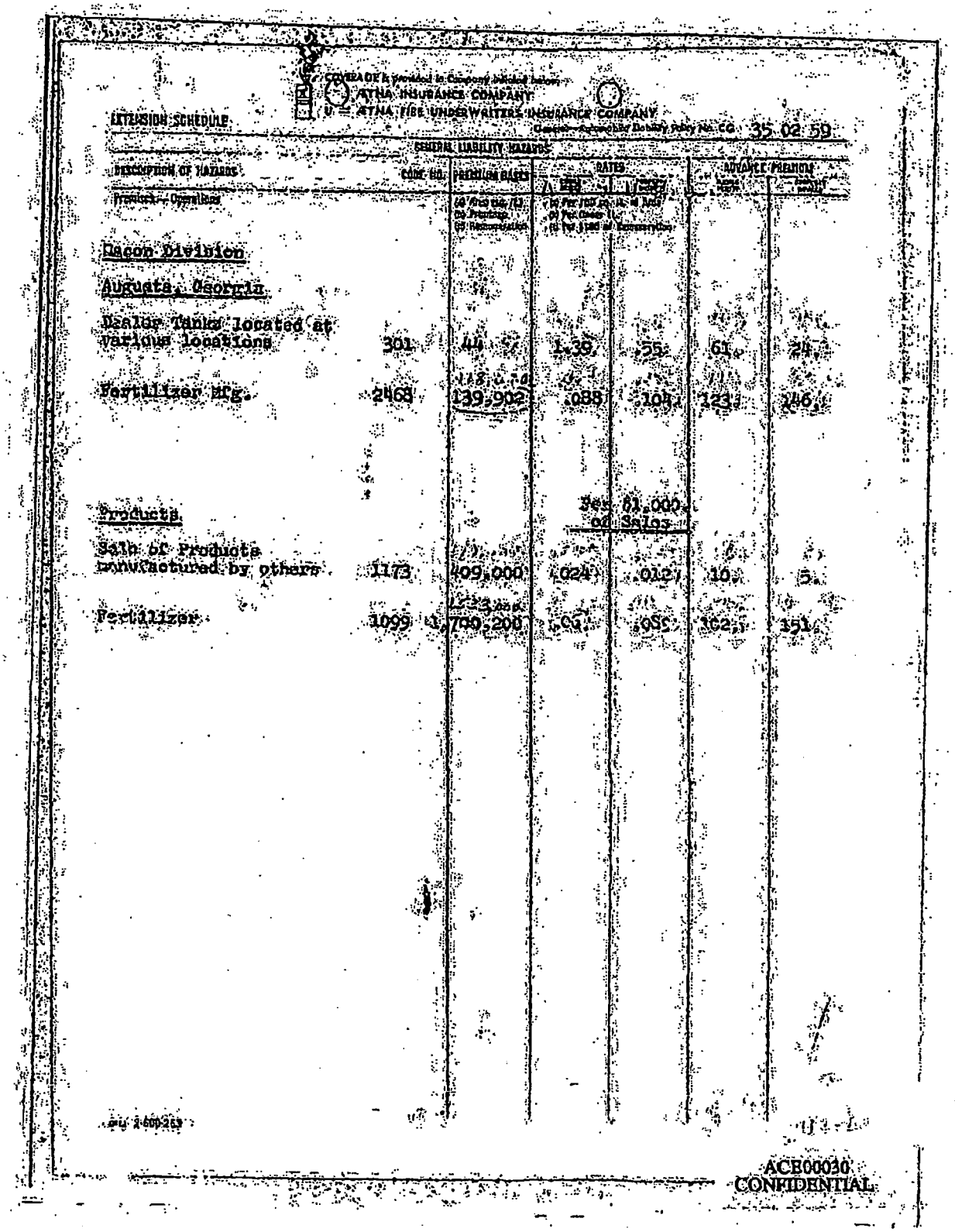
COVERAGE is provided in Companies indicated below:
X — AETNA INSURANCE COMPANY
O — AETNA FIRE UNDERWRITERS INSURANCE COMPANY

EXTENSION SCHEDULE — Premises-Operations Liability Policy No. CO 35 02 59

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUMS	
Premises — Operations						
Charleston Division						
Charleston, South Carolina						
Dealer tanks located at various locations	301	334	1.39	.55	464.	184.
Fertilizer Mfg.	2458	325,550	.099	.075	322.	241.
			117	17	2.3	19.2
Products			Per $1000 of Sales			
Sale of Products manufactured by others	1173	505,000	.024	.012	12.	6.
Fertilizer	1099	1,984,359	.05	.03	117.	178.

ACE00029
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COVERAGE is provided by Company indicated below:
(X) ÆTNA INSURANCE COMPANY
( ) ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

EXTENSION SCHEDULE

Commercial Automobile Policy No. CG 35 02 59

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
Premises - Operations						
Bacon Division						
Augusta, Georgia						
Dealer Tanks located at various locations	301	44	1.39	.55	61	24
Fertilizer Mfg.	2468	139,902	.088	.108	123	146
Products				Per $1,000 of Sales		
Sale of Products manufactured by others	1173	409,000	.024	.012	10	5
Fertilizer	1099	1,700,200	.09	.085	152	151

ACE00030
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COVERAGE is provided by Company listed below:

X ÆTNA INSURANCE COMPANY

O ÆTNA FIRE UNDERWRITERS INSURANCE COMPANY

Operations - Automobile Liability Policy No. CO 35 02 59

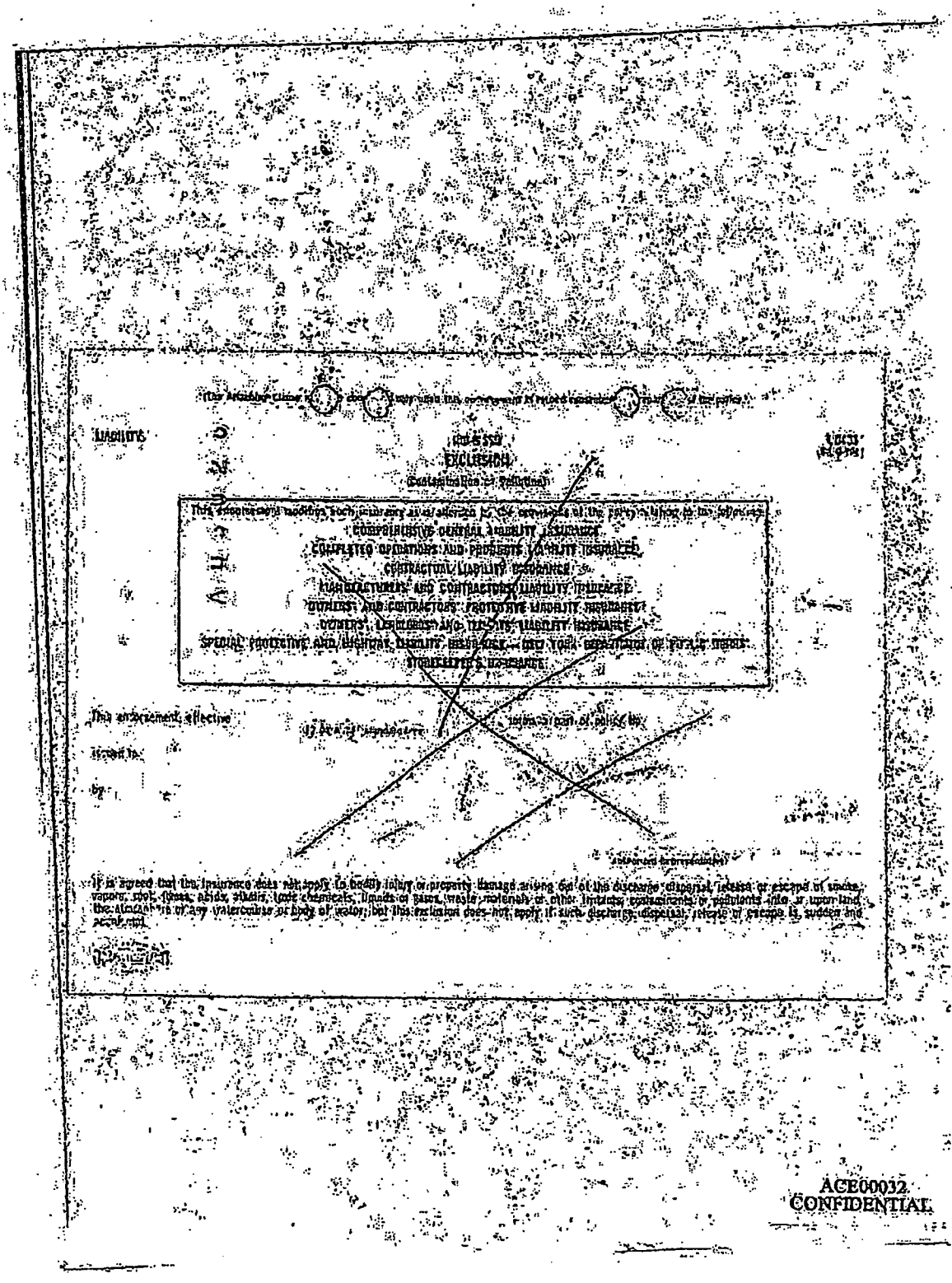
ITEM SCHEDULE

GENERAL LIABILITY HAZARDS

DESCRIPTION OF HAZARDS Premises — Operations	CODE NO.	PREMIUM BASES	RATES Area 1	RATES Area 2	ADVANCE PREMIUMS Area 1	ADVANCE PREMIUMS Area 2
Moultrie Division		(a) Area No. 1 (b) Remainder of Premises (c) Remainder of Georgia	(a) For First $ of Area No. 1 (b) For Next $ of Remainder (c) For Next $ of Remainder			
Moultrie Georgia						
Private Residence	0770	1	2.43	.37	18.	2.
Dealer Tanks located at various locations	301	114	1.39	.55	158.	63.
Fertilizer Mfg.	2468	428,047 380,085	.038	.104	334.	395.
Products			For $1,000 of Sales			
Sale of Products manufactured by others	1173	581,000	.024	.012	14.	7.
Fertilizers	1099	2,496,902	.06	.089	150.	222.

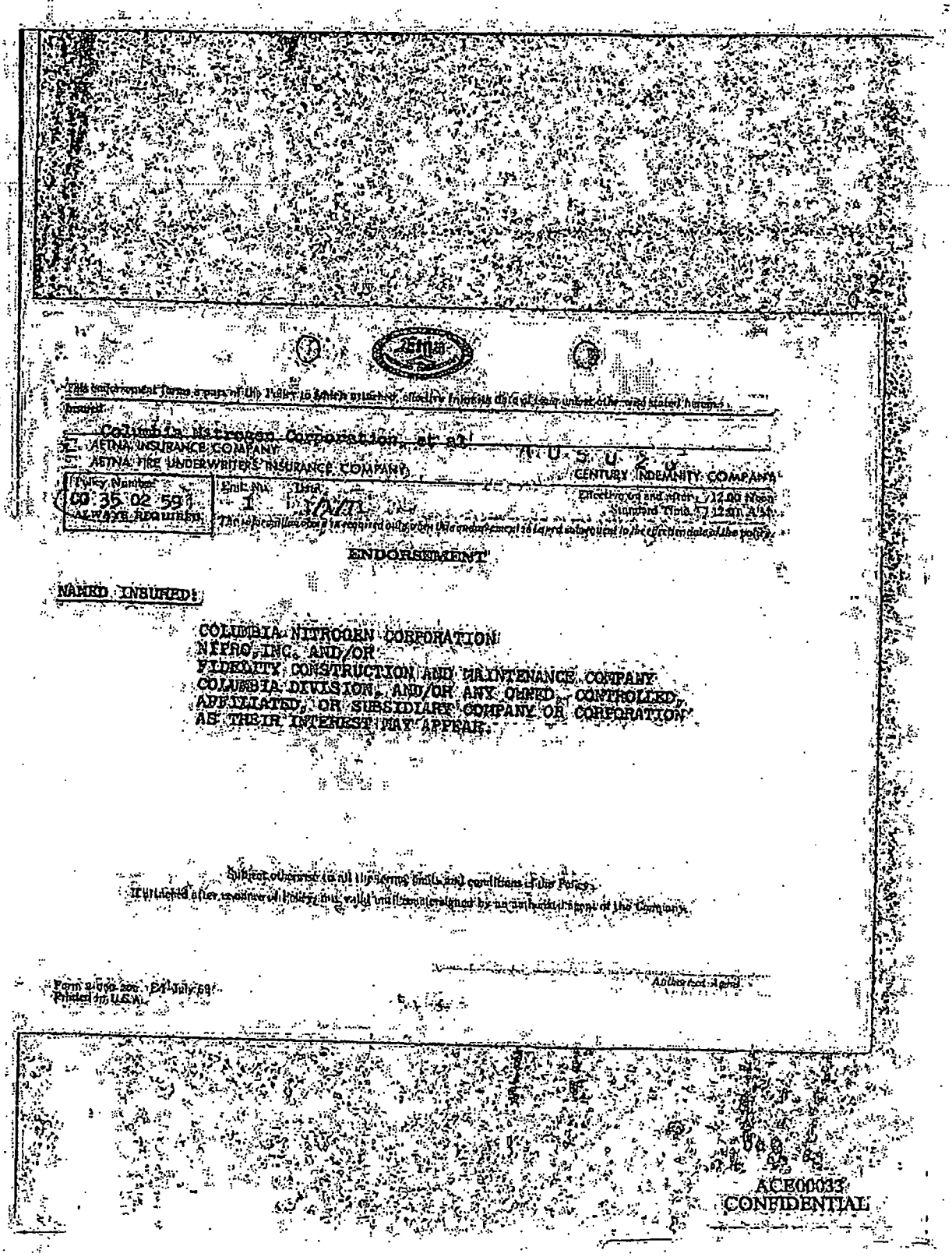
Form 4-60-151.

ACE00031
CONFIDENTIAL



EXCLUSION

ACE00032
CONFIDENTIAL



Rider

This endorsement forms a part of the Policy to which attached, effective from the date issued unless otherwise stated herein.

Insured:

Columbia Nitrogen Corporation, et al

AETNA INSURANCE COMPANY
AETNA FIRE UNDERWRITERS INSURANCE COMPANY
U. S. F. & G.
CENTURY INDEMNITY COMPANY

Policy Number	Endt. No.	Date
CO 35 02 59	1	1/1/71
ALWAYS ATTACHED		

Effective 12:01 A.M. Standard Time, 12:00 Noon Standard Time, 1/1/71 A.M.

This policy is not valid unless countersigned by a duly authorized agent of the Company.

ENDORSEMENT

NAMED INSURED:

COLUMBIA NITROGEN CORPORATION
NIPRO, INC. AND/OR
FIDELITY CONSTRUCTION AND MAINTENANCE COMPANY
COLUMBIA DIVISION, AND/OR ANY OWNED, CONTROLLED,
AFFILIATED, OR SUBSIDIARY COMPANY OR CORPORATION
AS THEIR INTEREST MAY APPEAR.

Subject otherwise to all the terms, limits and conditions of the Policy.

It is understood and agreed that this policy shall not be assigned by or on behalf of the Insured without the written consent of the Company.

Authorized Agent

Form 2-000-205 (1-71) July 69
Printed in U.S.A.

ACE00033
CONFIDENTIAL

Attached to and forming part of the Policy No. [illegible] issued to [illegible]

Columbia Nitrogen Corporation, et al

☒ AETNA INSURANCE COMPANY
☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY
A U 3 U 4 U
☐ CENTURY INDEMNITY COMPANY

Policy Number	Endt. No.	Date	Effective on and after ☐ 12:00 Noon Standard Time ☐ 12:01 A.M.
CG 35 02 59 ALWAYS ATTACHED	2	1/1/71	

This endorsement changes the policy effective on the inception date of the Policy unless another date is indicated below.

AMENDATORY ENDORSEMENT

It is agreed that the policy is amended as follows:

(1) Policy Period, Territory. Such insurance as is afforded by the policy applies subject to the following provisions:

Insuring Agreement IV, Policy Period, Territory, is amended to read:

This policy applies only to personal injury, sickness, disease, including death at any time resulting therefrom, and injury to or destruction of property, including the loss of use thereof, caused by occurrences which occur during the policy period.

If claim is made or suit is brought elsewhere than within the United States of America, its territories or possessions or Canada, the Company shall have the right but not the duty to investigate and settle such claims and to defend such suits. In any case in which the Company elects not to investigate, settle or defend, the insured under the supervision of the Company will make or cause to be made such investigation and defense as are reasonably necessary, and subject to prior authorization by the Company, will effect to the extent possible such settlement or settlements as the Company and the insured deem prudent.

The Company shall reimburse the insured for reasonable costs of such investigation and defense and within the applicable limits of liability of the policy, for the amounts of such authorized settlements.

Subject otherwise to all the terms, limits and conditions of this Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Form 6-series Ed. July 69
Printed in U.S.A.

Authorized Agent

ACE00034
CONFIDENTIAL

Aetna

This endorsement forms a part of the Policy to which attached, effective from the date of issue unless otherwise stated herein.

Issued to: Columbia Nitrogen Corporation, etal

AETNA INSURANCE COMPANY
AETNA FIRE UNDERWRITERS INSURANCE COMPANY
CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date
CO 35 02 39	2 (continued)	

AETNA CASUALTY

Effective as and after ☐ 12:00 Noon Standard Time ☐ 12:01 A.M.

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

ENDORSEMENT

Except as to the United States of America, its territories or possessions, or Canada, the insurance afforded by this paragraph shall apply as excess insurance over any other valid and collectible insurance.

(2) Definition "Incidental Contract" is amended to read:

The words "Incidental Contract" means any agreement made in connection with the usual business operations of the Insured.

(3) Exclusions (a), (f) and (g) 1, 2 and 3 are not applicable.

(4) Exclusions (i), 1, 2 and 3 of the policy is amended to read as follows:

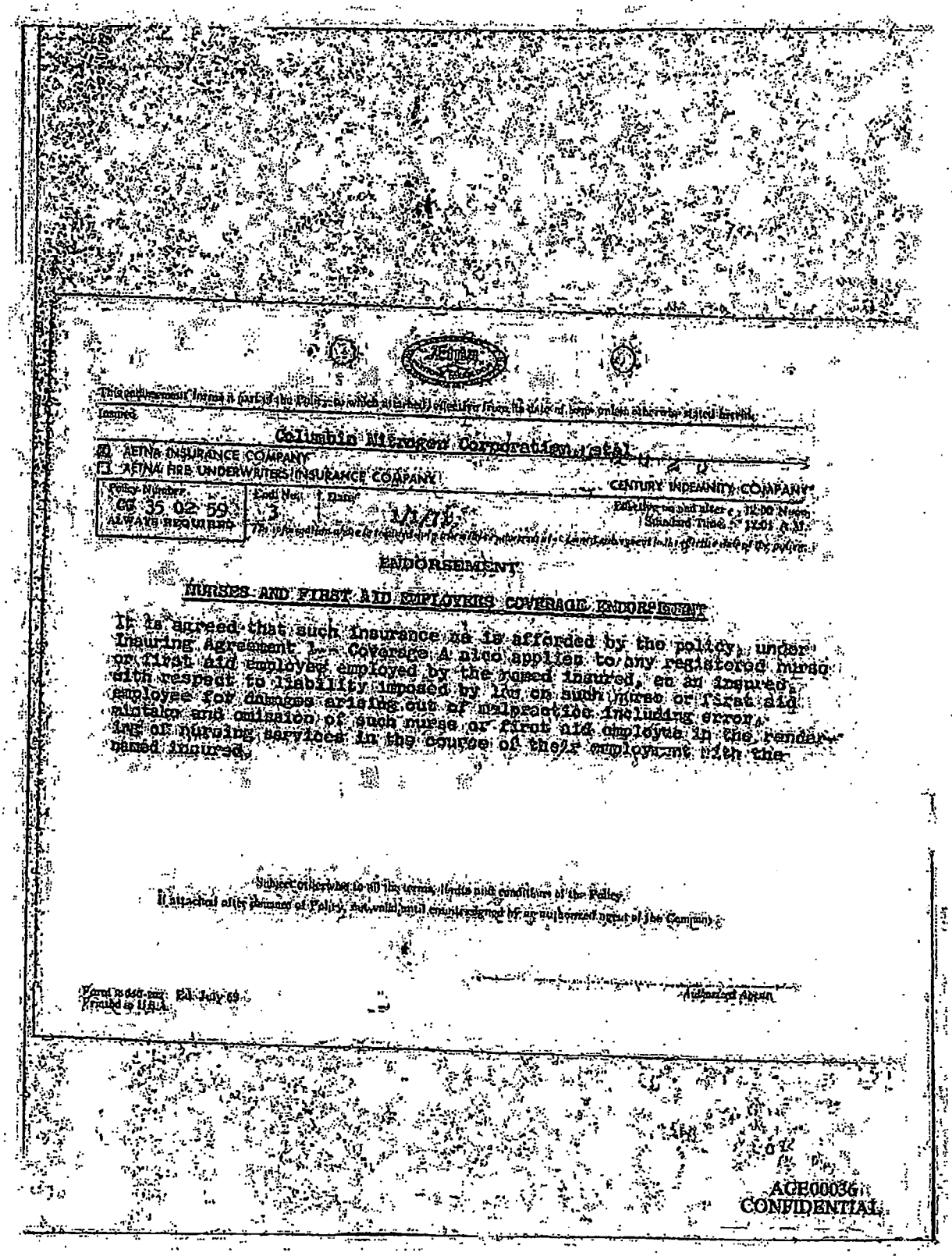
Under coverage B to injury to or destruction of, (1) Property owned by the Insured or (2) any goods or products manufactured, sold, handled, or distributed or premises alienated by the named Insured, out of which the occurrence arises.

Subject otherwise to all the terms, limits and conditions of the Policy.
If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Form 7-00-1001 Ed. July 69
Printed in U.S.A.

Authorized Agent

ACE00035
CONFIDENTIAL



Rider

This endorsement forms a part of the Policy to which it is attached, effective from the date of issue unless otherwise stated herein.

Issued to: Columbia Nitrogen Corporation, (etal)

☒ AETNA INSURANCE COMPANY
☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY
CENTURY INDEMNITY COMPANY

Policy Number	Endt No.	Date
66 35 02 59	3	1/1/76
ALWAYS REQUIRED		

Effective as of Noon Standard Time at the location of the named insured as stated herein on the effective date of the policy.

ENDORSEMENT

NURSES AND FIRST AID EMPLOYEES COVERAGE ENDORSEMENT

It is agreed that such insurance as is afforded by the policy under Insuring Agreement 1 - Coverage A also applies to any registered nurse or first aid employee employed by the named insured, as an insured, with respect to liability imposed by law on such nurse or first aid employee for damages arising out of malpractice including errors, mistakes and omission of such nurse or first aid employee in the rendering of nursing services in the course of their employment with the named insured.

Subject otherwise to all the terms, limits and conditions of the Policy.
If attached after issuance of Policy, to be valid must countersigned by an authorized agent of the Company.

Form No. 00-00-00 Ed. July 69
Printed in U.S.A.

Authorized Agent

ACE0003G
CONFIDENTIAL

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

Insured: Columbia Nitrogen Corporation, etal

☒ AETNA INSURANCE COMPANY
☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY
CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date
CE 35 02 59	4	1/1/71

Effective on and after at 12:01 A.M. Standard Time

Agent's Authorization

The following agrees that no coverage is provided hereunder and no duty to defend exists for any claim, suit or proceeding.

ENDORSEMENT

WATERCRAFT

It is agreed that the Exclusion of Watercraft in the policy does not apply to the maintenance, operation and use, loading or unloading of non-owned and hired watercraft, subject to the following provisions:

1. The insurance does not apply to any such watercraft:

   (a) while rented to others, and

   (b) while carrying passengers for a consideration.

2. Such insurance as is afforded by this endorsement applies as excess over any other valid and collectible insurance.

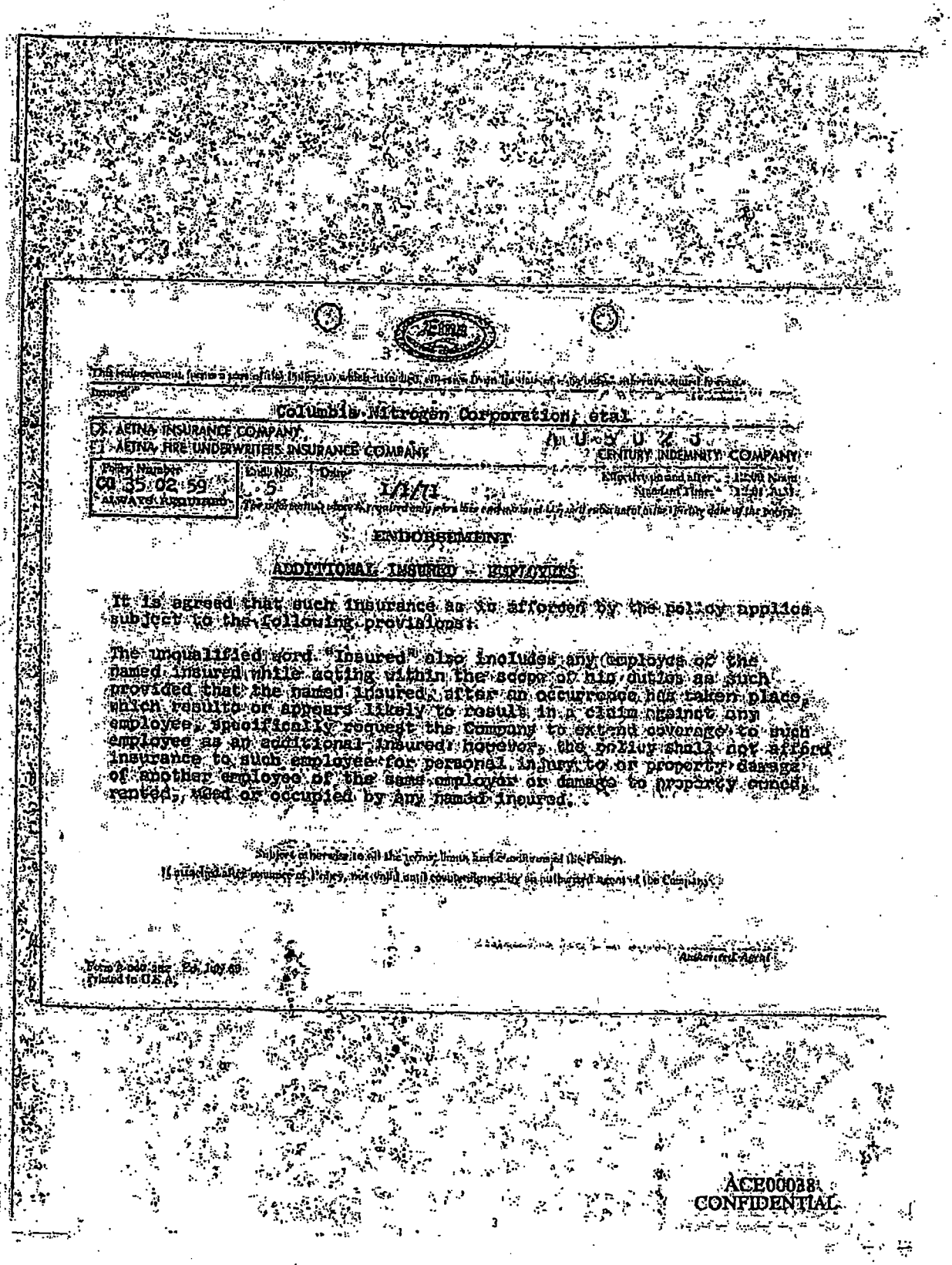
Subject otherwise to all the terms, limits and conditions of the Policy.

If issued after inception of Policy, the rate and premium are subject to Annual Audit.

Authorized Agent

Form 8-001-ens - Ed. July 69
Printed in U.S.A.

ACE00037
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Columbia Nitrogen Corporation, etal

[X] AETNA INSURANCE COMPANY
[ ] AETNA FIRE UNDERWRITERS INSURANCE COMPANY
[X] CENTURY INDEMNITY COMPANY

Policy Number: CO 35 02 59 ALWAYS REQUIRED
End. No.: 5
Date: 1/1/71

ENDORSEMENT

ADDITIONAL INSURED - EMPLOYEES

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

The unqualified word "Insured" also includes any employee of the named insured while acting within the scope of his duties as such, provided that the named insured, after an occurrence has taken place which results or appears likely to result in a claim against any employee, specifically request the Company to extend coverage to such employee as an additional insured; however, the policy shall not afford insurance to such employee for personal injury to or property damage of another employee of the same employer or damage to property owned, rented, used or occupied by any named insured.

Subject otherwise to all the terms, limits and conditions of the Policy.

If required, countersigned at [illegible], this [illegible] day of [illegible]

Authorized Agent

Form 9-040-282 ED, July 69
Printed in U.S.A.

ACE00038
CONFIDENTIAL

Aetna

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

Insured: Columbia Nitrogen Corporation, et al. 2

☒ AETNA INSURANCE COMPANY
☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY — CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective 12:01 A.M. Standard Time
CB 35 02 59	5	1/1/71	1/1/71

SURPLUS LINES REQUIRED

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

ENDORSEMENT:

It is hereby understood and agreed that the undersigned policy includes the following location used by the insured for recreational purposes:

Approx. 1135 acres -
Premises of Floyd Le Guen and
Floyd Le Guen Jr.,
Kendall Co., Texas

All terms otherwise as per terms, conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Authorized Agent

Form 3 001 202 Ed. July 69
Printed in U.S.A.

ACE00039
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from the date of issue unless otherwise stated herein.

Insured: Columbia Milligan Corporation, et al.

To: AETNA INSURANCE COMPANY
AETNA FIRE UNDERWRITERS INSURANCE COMPANY
CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date
CG 35 02 59	2	1/1/91

(At 12:01 A.M. Standard Time at address of Insured as stated herein)

The following endorsement is hereby made a part of the Policy.

ENDORSEMENT

DEDUCTIBLE BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

1. $1,000.- shall be deducted from the total amount of all sums which the Insured shall become legally obligated to pay as damages on account of bodily injury, sickness, disease or death sustained by one or more person or persons as the result of any one occurrence and the Company shall be liable only for the difference between such deductible amount and the applicable limit of liability for each occurrence as stated in the policy.

2. $1,000.- shall be deducted from the total amount of all sums which the Insured shall become legally obligated to pay as damages on account of the injury to or destruction of all property of one or more persons or organisations including the loss of use thereof as the result of one occurrence and the Company shall be liable only for the difference between such deductible amount and the applicable limit of liability for each occurrence as stated in the policy.

3. The terms of the policy, including those with respect to notice of occurrence and the Company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.

4. 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 named insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

Subject otherwise to all the terms, limits and conditions of the Policy.

If attached after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Form approved for use in U.S.A.
Printed in U.S.A.

Authorized Agent

ACE00040
CONFIDENTIAL

This endorsement forms a part of the Policy to which it is attached, effective from the date of issue unless otherwise stated herein.

Insured: Columbia Nitrogen Corporation, et al.

☒ AETNA INSURANCE COMPANY
☐ AETNA FIRE UNDERWRITERS INSURANCE COMPANY ☐ CENTURY INDEMNITY COMPANY

Policy Number	Endt. No.	Date	Effective on and after ☒ 12:00 Noon Standard Time ☐ 12:01 A.M.
CU 35 08 59 ALWAYS REQUIRED	8	1/1/72	

This information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT

EXPERIENCE RATING ENDORSEMENT

It is hereby understood and agreed, that the premium charged in this policy include a rating of -

10% credit

____ %

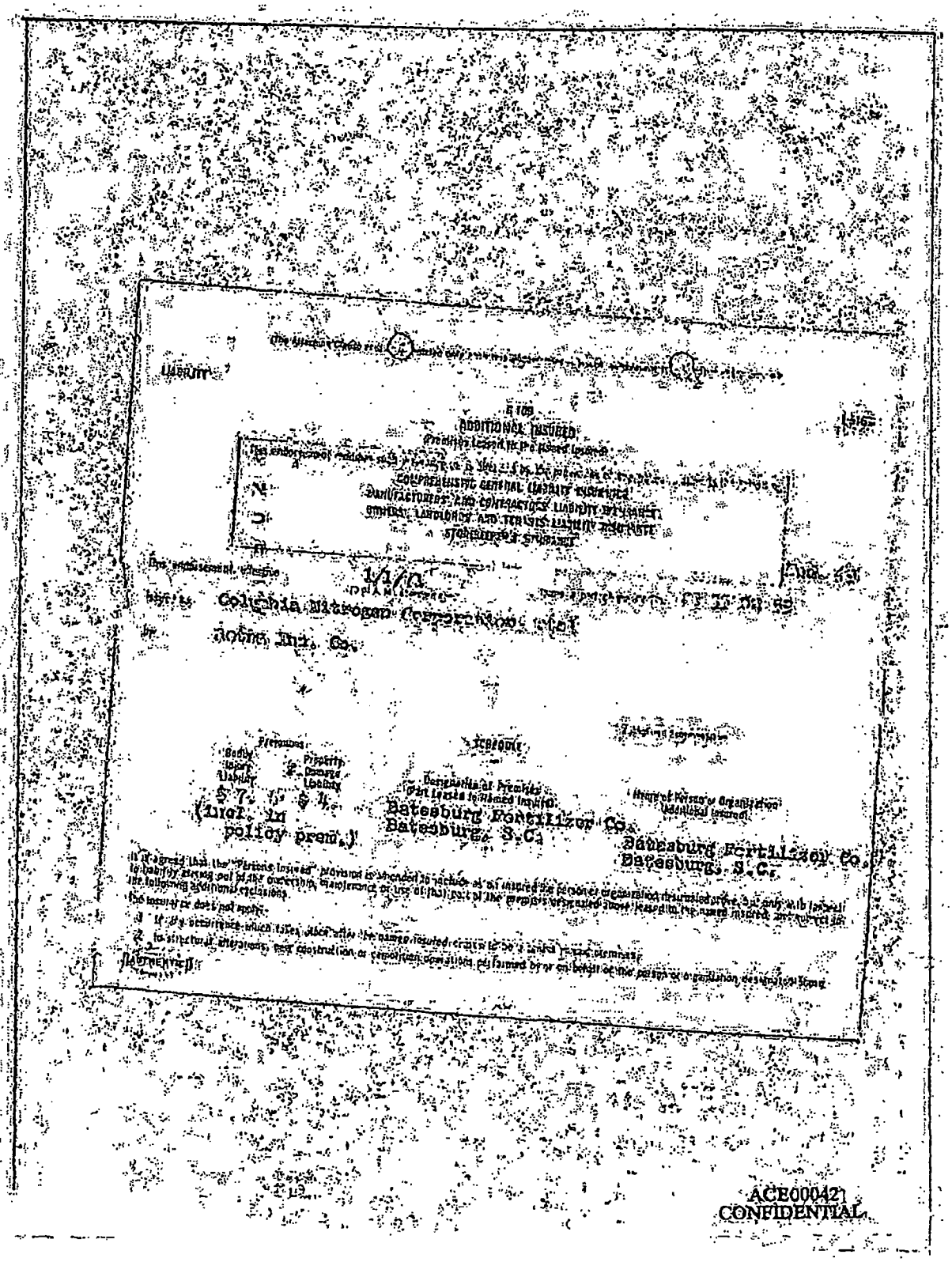
It is further agreed that such rating is effective until 1/1/73

Subject otherwise to all the terms, limits and conditions of the Policy.
If attached after issuance of Policy, not valid unless countersigned by a duly authorized agent of the Company.

_____ (Authorized Agent)

Form 0-3-a-cos. (4-July 69)
Printed in U.S.A.

ACE00041
CONFIDENTIAL



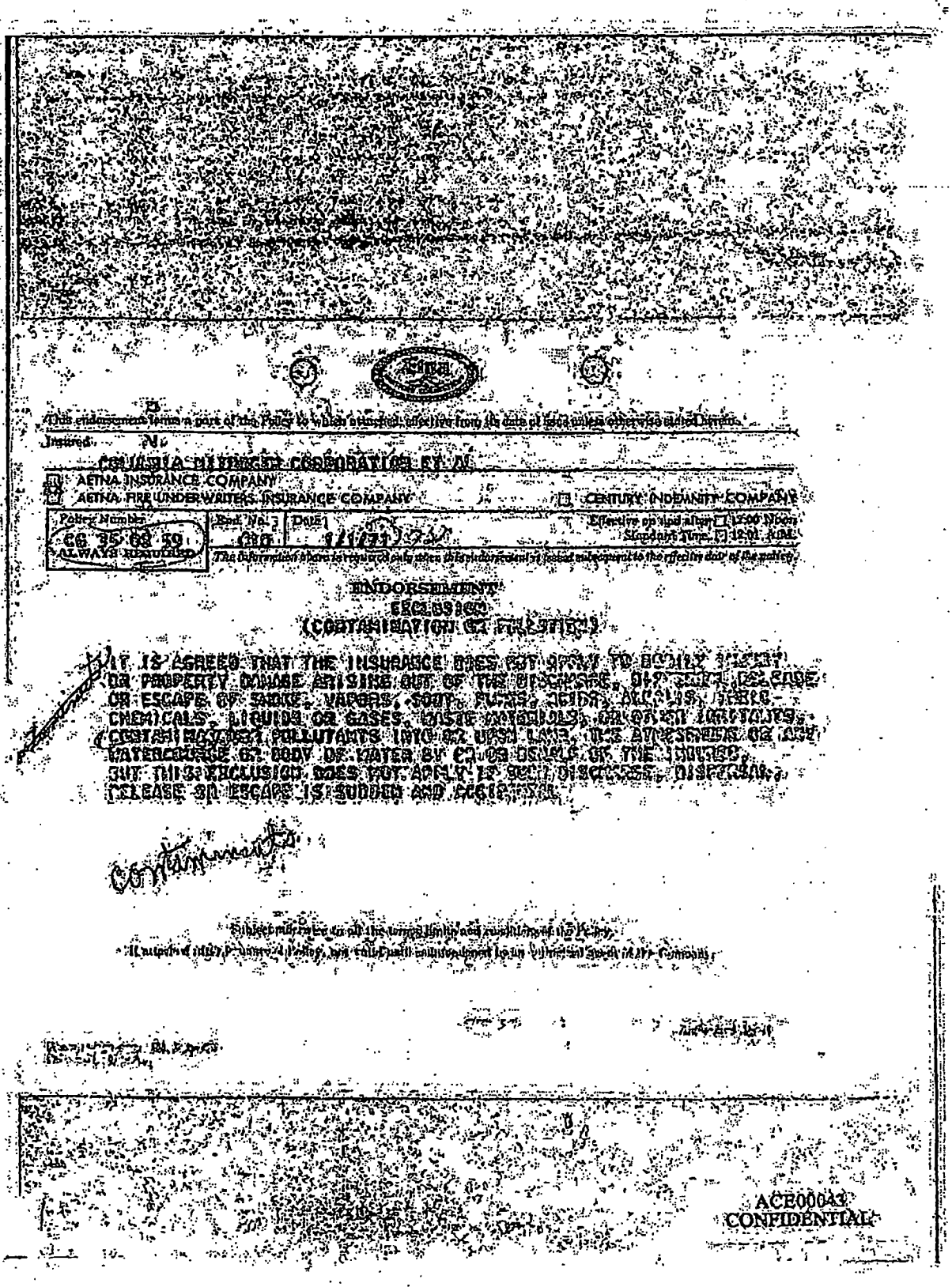
Colchia Nitrogen (Corporation, Lessee)
John Ins. Co.

Premises
Bodily Injury Liability
Property Damage Liability
$ 7. 1. $ 1.
(Incl. in policy prem.)

Location
Designation of Premises (Part Leased to Named Insured)
Batesburg Fertilizer Co.
Batesburg, S.C.

Nature of Person or Organization (Additional Insured)
Batesburg Fertilizer Co.
Batesburg, S.C.

ACE00042
CONFIDENTIAL



This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Insured:

COLUMBIA DIVERSEY CORPORATION ET AL

☐ ACE AMERICAN INSURANCE COMPANY
☐ ACE FIRE UNDERWRITERS INSURANCE COMPANY
☐ CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	Effective on and after ☐ 12:00 Noon Standard Time ☐ 12:01 A.M.
CG 35 68 59 ALWAYS ATTACHED	010	11/1/[illegible]	

This information above is required only when this endorsement is issued subsequent to the effective date of the policy.

ENDORSEMENT
(CONTAMINATION OF [illegible])

IT IS AGREED THAT THE INSURANCE DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, SEEPAGE, MIGRATION, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS, OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER BY OR ON BEHALF OF THE INSURED, BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL.

Subject to terms on all the unaltered and continuing provisions of the Policy.

Countersigned by [illegible]

ACE00043
CONFIDENTIAL

Aetna

This endorsement forms a part of the Policy to which attached, effective from the date of issuance unless otherwise stated herein.

Columbia Nitrogen Corporation, et al.

AETNA INSURANCE COMPANY
AETNA FIRE UNDERWRITERS INSURANCE COMPANY
CENTURY INDEMNITY COMPANY

Policy Number	End. No.	Date	12:01 A.M. Standard Time at the location named in the Policy.
CG 35 02 59 ALWAYS REQUIRED	11	1/1/84	

The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.

ENDORSEMENT

1. It is understood and agreed that policy is extended to cover Nurse Tanks and other equipment leased to others.

2. The interest of said lessee is also covered hereunder for limits of $100,000. each person, $300,000. each occurrence Bodily Injury and $50,000. each occurrence Property Damage.

3. It is further agreed that the policy deductible shall not apply to Nurse Tanks leased to others.

4. Name and address of lessee, receipts and description of equipment rented is to be forwarded to the Company.

RATING BASIS

$1.00 per $100.00 receipts

Code - 301 Exposure - to be determined on audit.

Minimum Premium - $35.00 per lessee, per year.

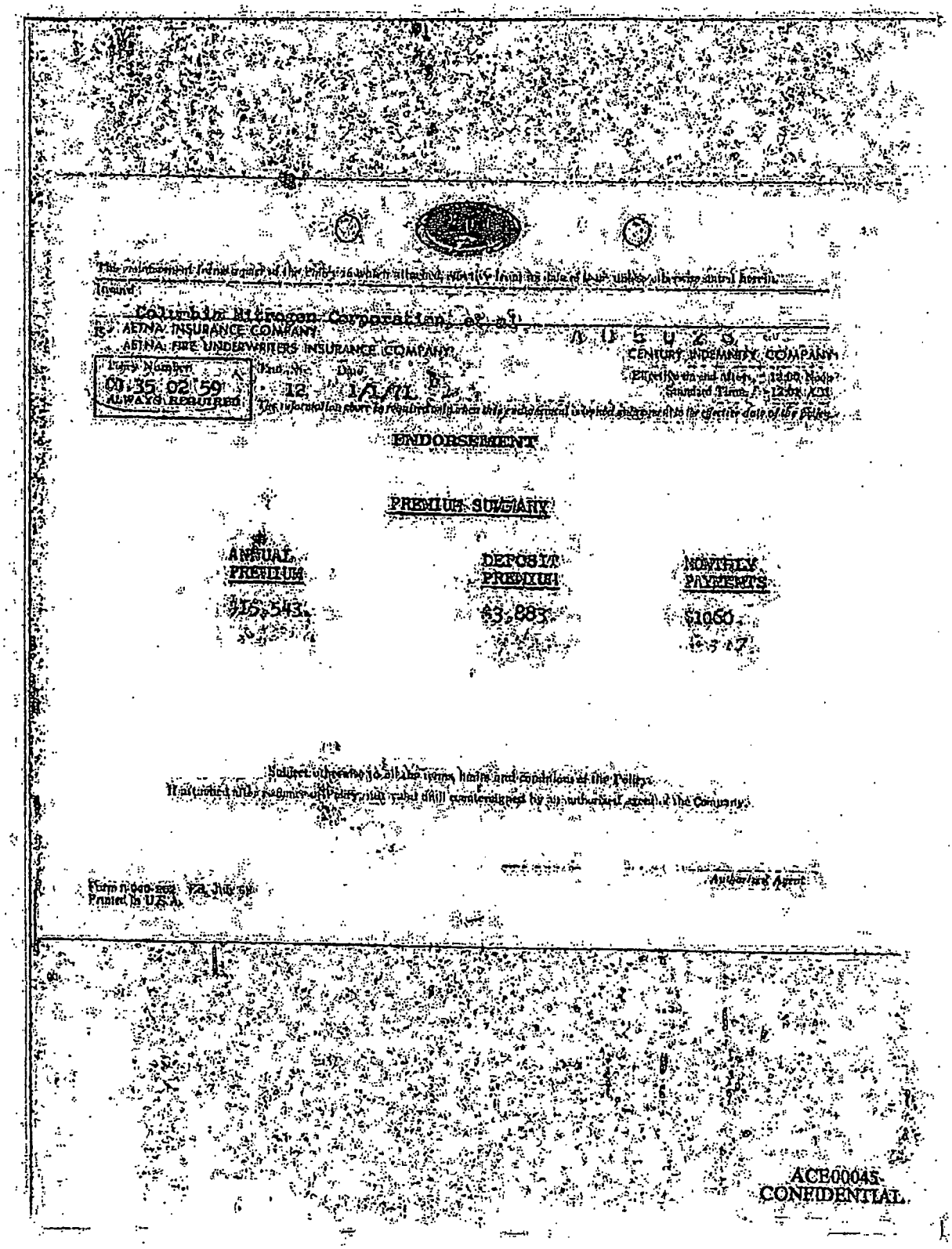
Nothing contained in this endorsement shall be construed as increasing company limits of liability.

Subject otherwise to all the terms, limits and conditions of the Policy.
If signed after issuance of Policy, not valid until countersigned by an authorized agent of the Company.

Form 9 C 00 00 Ed. July 83
Page 1 of 1

Authorized Agent

ACE00044
CONFIDENTIAL



This endorsement forms a part of the Policy to which attached, effective from the date of issue unless otherwise stated herein.

Insured:

Columbia Nitrogen Corporation, et al

To: AETNA INSURANCE COMPANY
AETNA FIRE UNDERWRITERS INSURANCE COMPANY

A 1 5 4 2 3

CENTURY INDEMNITY COMPANY

Policy Number
00 35 02 59
ALWAYS REQUIRED

End. No. 12

Date 1/1/71

Effective 12:01 A.M.,
Standard Time, 1/1/71

Any information above to be furnished only when this endorsement is issued subsequent to the effective date of the Policy.

ENDORSEMENT

PREMIUM SUMMARY

ANNUAL PREMIUM	DEPOSIT PREMIUM	MONTHLY PAYMENTS
$15,543.	$3,883.	$1060.

Subject otherwise to all the terms, limits and conditions of the Policy.

It is understood that no Policy shall be considered issued by an authorized agent of the Company.

Authorized Agent

Form 0-040-002 PA July 69
Printed in U.S.A.

ACE00045
CONFIDENTIAL

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated herein.

Named Insured: Columbia Nitrogen Corporation, et al

Policy Number: [illegible] | Endt. No. | Date: 1/1/21 | Effective on and after 12:01 A. M. Standard Time

As Respects Col

The information above (required only when this endorsement is issued subsequent to the effective date of the Policy)

EXPLOSION, COLLAPSE OR UNDERGROUND PROPERTY DAMAGE COVERAGE

In consideration of the additional advance premium indicated as applicable to the classification code(s) shown below, it is agreed that, with respect to the designated location or job, the policy exclusion for which a specific rate or premium increment is shown does not apply.

Designated Location or Job:

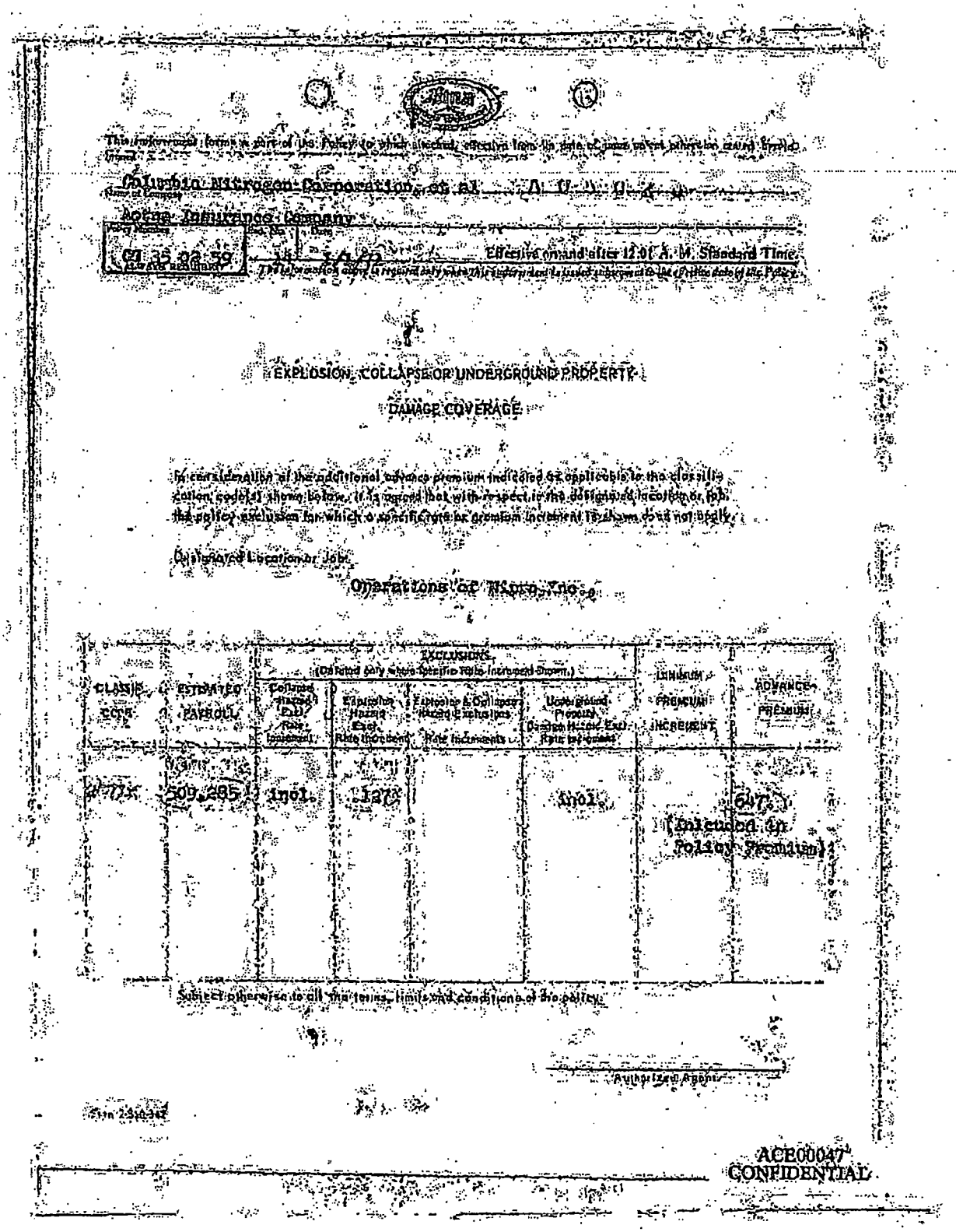
All Operations of Columbia Nitrogen Corporation,

CLASSIF. CODE	ESTIMATED PAYROLL	EXCLUSIONS (Delete only where Specific Rate Increment Shown) Collapse Hazard Excl. Rate Increment	Explosion Hazard Excl. Rate Increment	Explosion & Collapse Hazard Exclusions Rate Increment	Underground Property Damage Hazard Excl. Rate Increment	MINIMUM PREMIUM INCREMENT	ADVANCE PREMIUM
4771	829,313.	1.001	.127	1.001	0.00		2,612.

Subject otherwise to all the terms, limits and conditions of the policy.

Authorized Agent

AGE00048
CONFIDENTIAL



This endorsement forms a part of the Policy to which issued, effective from the date of issue unless otherwise stated herein.

Columbia Nitrogen Corporation, et al

Name of Company

Acme Insurance Company

Policy Number | Endt. No. | Date

CA 35 02 09 | | 1-1-93

(If issued as additional)

Effective on and after 12:01 A. M. Standard Time.

(The information above is required only when this endorsement is issued subsequent to the effective date of the Policy.)

EXPLOSION, COLLAPSE OR UNDERGROUND PROPERTY DAMAGE COVERAGE

In consideration of the additional advance premium indicated as applicable to the classification code(s) shown below, it is agreed that with respect to the designated location, or job, the policy exclusion for which a specific rate or premium increment is shown does not apply.

Designated Location or Job:

Operations at Niagara, Inc.

CLASSIFICATION CODE	ESTIMATED PAYROLL	Collapse Hazard Exclusion Removed Rate (per $100 of payroll)	EXCLUSIONS (Deleted only where Specific Rate Increment Shown.) Explosion Hazard Excl. Rate (per $100 of payroll)	Explosion & Collapse Hazard Exclusions Rate Increments	Underground Property Damage Hazard Excl. Rate (per $100 of payroll)	ANNUAL PREMIUM INCREMENT	ADVANCE PREMIUM
4771	209,285	incl.	.127		incl.	647. (included in Policy Premium)	

Subject otherwise to all the terms, limits and conditions of the policy.

Authorized Agent

Form 2900-342

ACE00047
CONFIDENTIAL

EXHIBIT "7"

CAL UNION

California Union Insurance Company
P O. Box 76950, 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076

Ptd. in U.S.A.

DSM-018352

CAL UNION

California Union Insurance Company
Los Angeles, California
A STOCK INSURANCE COMPANY
(herein called "the Company")

POLICY OF EXCESS INSURANCE

DECLARATIONS
ZCX 00 61 89

NAMED INSURED: COLUMBIA NITROGEN CORPORATION, ETAL (PER UNDERLYING POLICIES)

MAILING ADDRESS: P.O. BOX 1483 AUGUSTA, GEORGIA 30903

POLICY PERIOD: From 4-1-82 To 4-1-83

At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

JOHNSON & HIGGINS
OF GEORGIA
INSURANCE
17th Floor-Trust Co. of Ga. Bldg.— ATLANTA, GA.
TELEPHONE: 658-1330

Item 1. DESIGNATED UNDERLYING INSURANCE

Designated Underlying Carrier(s)	Policy Number(s)	Policy Period(s)
PROTECTIVE NATIONAL INSURANCE COMPANY	TO BE ADVISED	4-1-82 TO 4-1-83

Item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE— UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE, ADVERTISING LIABILITY, AND SPECIFIC EXCESS WORKERS COMPENSATION COMBINED:

$ 5,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF PRIMARY LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE— EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE, ADVERTISING LIABILITY, AND SPECIFIC EXCESS WORKERS COMPENSATION COMBINED:

$45,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

Item 4. PREMIUM— $27,500. FLAT ANNUAL

MY/jn/4/30/82

By: _____
Authorized Representative

ZZ-4H07a Ptd. in U.S.A 10/79

DSM-018353

PCS_INS 0038270

This is a Policy of Excess Insurance issued by the Company to the party(s) named in the declarations (hereafter referred to as the "Insured").

A. WHEREAS, THE designated underlying insurers have issued to the Insured policies of insurance listed in Item 1 (Designated Underlying Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the designated underlying insurance) which are providing the insurance described in Item 2 (Description of Designated Underlying Insurance) of the declarations.

B NOW, this Policy is to indemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the designated underlying insurance for excess loss as specified in Item 3 (Description of Excess Insurance) of the declarations.

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

D The premium for this Policy is the amount stated in Item 4 of the declarations and is payable upon delivery of this Policy

E The Company shall be furnished with copies of designated underlying insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable

F This Policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents, or by mailing to the Company written notice stating when thereafter the cancellation shall be effective It being agreed however, that in the event of cancellation or termination of the designated underlying insurance this policy to the extent of such cancellation or termination, shall cease to apply to the same time without notice to the Insured This policy may be cancelled by the Company by mailing to the Named Insured first named in the declarations at the address shown in this Policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective Provided, however, the Company may cancel this Policy as herein provided, on ten (10) days notice for non-payment of premium due The mailing of notice as aforesaid shall be sufficient proof of notice The effective date of cancellation stated in the notice shall become the end of this Policy delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing

If the Named Insured cancels, earned premiums shall be computed in accordance with the customary short rate tables and procedure If the Company cancels, earned premiums shall be computed pro rata Premium adjustments may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned premium is not a condition of cancellation

If this Policy insures more than one Insured, cancellation may be effected by the first of such Named Insureds as named in the declarations for the account of all Insureds, and notice of cancellation by the Company to such first Named Insured shall be notice to all Insureds Payment of any unearned premium to such first Named Insured shall be for the account of all Insureds

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

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 exhaustion of its limit of liability, or

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

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

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

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

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

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

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) "Waste" 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 fuel 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 (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations,

(7) "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;

(8) "Property damage" includes all forms of radioactive contamination of property

Harry E. Hoyt
HARRY E HOYT Secretary

KENNETH W WOODS President

DSM-018354

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90010
Post Office Box 76950 Los Angeles CA 90076
213 480 4700 Telex 687 437

ATTACHED TO AND FORMING PART OF POLICY NO.. ZCX 00 61 89

EFFECTIVE DATE APRIL 1, 1982

NAMED INSURED	SERVICE OF SUIT (Not Applicable in California)
COLUMBIA NITROGEN CORPORATION, ETAL	

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America 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 KENNETH WM. WOODS, President, or his nominee, of the Company at P O. Box 76950, Los Angeles, California 90076 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 of any Appellate Court in the event of an appeal

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking 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, which makes provision therefore, the Company hereon 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 upon whom may be served any lawful process of 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 designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

MY/jn/4/30/82

ZZ-9G30 Printed in USA

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O Box 76950

ENDORSEMENT

NO. 1 TO POLICY NO. ZCX 00 61 89

EFFECTIVE DATE. APRIL 1, 1982

NAMED INSURED COLUMBIA NITROGEN CORPORATION, ETAL

☐ ADDITIONAL

☐ RETURN

PREMIUM $ INCLUDED

INSURING AGREEMENT MODIFICATION

IT IS AGREED THAT THE FOLLOWING AMENDMENT IS MADE IN THIS POLICY:

THE PHRASE "THIS POLICY IS TO INDEMNITY THE INSURED" IS DELETED FROM PARAGRAPH B OF THIS POLICY AND THE FOLLOWING PHRASE IS SUBSTITUTED THEREFORE: "THIS POLICY IS TO PAY ON BEHALF OF THE INSURED".

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

By _____
Authorized Representative

Y/jn/4/30/82

22-11063 PTD. IN U.S.A.

DSM-018356

EXHIBIT "8"

CAL UNION

California Union Insurance Company
Los Angeles, California 90010



ZZ-7F32 PTD. IN USA (8/80)

DSM-018495

CAL UNION

California Union Insurance Company
Los Angeles, California
A STOCK INSURANCE COMPANY
(herein called "the Company")

POLICY OF EXCESS INSURANCE

DECLARATIONS
ZCX 00 65 15

NAMED INSURED: COLUMBIA NITROGEN CORPORATION, ETAL
(PER UNDERLYING POLICIES)

MAILING ADDRESS: P.O. BOX 1483
AUGUSTA, GEORGIA 30903

POLICY PERIOD From 4-1-83 To 4-1-84
At 12 01 A M Standard Time at the address of the Named Insured as stated herein

JOHNSON & HIGGINS
OF GEORGIA
INSURANCE
17th Floor - Trust Co. of Ga. Bldg. – ATLANTA, GA.
TELEPHONE: 658-1330

Item 1. DESIGNATED UNDERLYING INSURANCE

Designated Underlying Carrier(s)	Policy Number(s)	Policy Period(s)
PROTECTIVE NATIONAL INSURANCE COMPANY	TO BE ADVISED	4-1-83 TO 4-1-84

Item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE– UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE, ADVERTISING LIABILITY, AND SPECIFIC EXCESS WORKERS COMPENSATION COMBINED:

$ 5,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF PRIMARY LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE– EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE, ADVERTISING LIABILITY, AND SPECIFIC EXCESS WORKERS COMPENSATION COMBINED:

$45,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

Item 4. PREMIUM– $26,500 FLAT ANNUAL

MY:lbl/3/30/83

By: Kenneth Stanton
Authorized Representative

Z2-4H07a Ptd. in U.S.A. 10/79

DSM-018496

PCS_INS 0038283

18

This is a Policy of Excess Insurance issued by the Company to the party(s) named in the declarations (hereafter referred to as the "Insured")

A WHEREAS, THE designated underlying insurors have issued to the Insured policies of insurance listed in Item 1 (Designated Underlying Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the designated underlying insurance) which are providing the insurance described in Item 2 (Description of Designated Underlying Insurance) of the declarations

B NOW, the Policy is to indemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the designated underlying insurance for excess loss as specified in Item 3 (Description of Excess Insurance) of the declarations.

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

D. The premium for this Policy is the amount stated in Item 4 of the declarations and is payable upon delivery of this Policy

E The Company shall be furnished with copies of designated underlying insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable

F This Policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents, or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. It being agreed however, that in the event of cancellation or termination of the designated underlying insurance, this policy to the extent of such cancellation or termination, shall cease to apply to the same time without notice to the Insured. This policy may be cancelled by the Company by mailing to the Named Insured first named in the declarations at the address shown in this Policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. Provided, however, the Company may cancel this Policy as herein provided, on ten (10) days notice for non-payment of premium due. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of this Policy. delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing

If the Named Insured cancels, earned premiums shall be computed in accordance with the customary short rate tables and procedure. If the Company cancels, earned premiums shall be computed pro rata. Premium adjustments may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned premium is not a condition of cancellation.

If this Policy insures more than one Insured, cancellation may be effected by the first of such Named Insureds as named in the declarations for the account of all Insureds, and notice of cancellation by the Company to such first Named Insured shall be notice to all Insureds. Payment of any unearned premium to such first Named Insured shall be for the account of all Insureds.

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

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 exhaustion of its limit of liability, or

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

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

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

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

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

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

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

(7) "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;

(8) "Property damage" includes all forms of radioactive contamination of property

Harry E. Hoyt
HARRY E. HOYT, Secretary

KENNETH W. WOODS, President

DSM-018497

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90010
Post Office Box 76950 Los Angeles CA 90076
213 480 4700 Telex 687 437

ATTACHED TO AND FORMING PART OF POLICY NO. ZCX 00 65 15

EFFECTIVE DATE APRIL 1, 1983

NAMED INSURED COLUMBIA NITROGEN CORPORATION, ETAL

SERVICE OF SUIT
(Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America 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 KENNETH WM. WOODS, President, or his nominee, of the Company at P. O. Box 76950, Los Angeles, California 90076 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 of any Appellate Court in the event of an appeal

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking 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, which makes provision therefore, the Company hereon 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 upon whom may be served any lawful process of 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 designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

MY:lbl/3/30/83

ZZ-9G30 Printed in USA

DSM-018498

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O Box 76950

ENDORSEMENT

NO. 1 TO POLICY NO. ZCX 00 65 15

EFFECTIVE DATE APRIL 1, 1983

NAMED INSURED COLUMBIA NITROGEN CORPORATION, ETAL

☐ ADDITIONAL
☐ RETURN

PREMIUM $ INCLUDED

INSURING AGREEMENT MODIFICATION

IT IS AGREED THAT THE FOLLOWING AMENDMENT IS MADE IN THIS POLICY:

THE PHRASE "THIS POLICY IS TO INDEMNITY THE INSURED" IS DELETED FROM PARAGRAPH B OF THIS POLICY AND THE FOLLOWING PHRASE IS SUBSTITUTED THEREFORE: "THIS POLICY IS TO PAY ON BEHALF OF THE INSURED".

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MY:lb1/3/30/83

By _____
Authorized Representative

ZZ-1L71 Ptd. in U.S.A.

DSM-018499

EXHIBIT "9"

UMBRELLA LIABILITY POLICY

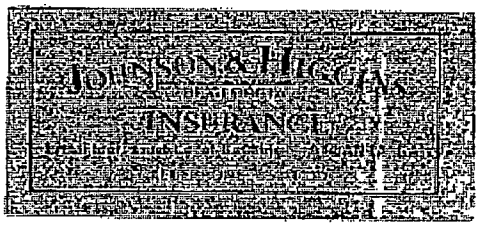
A Capital Stock Company

THE PROTECTIVE NATIONAL INSURANCE COMPANY OF OMAHA

A Drum Financial Corporation Affiliate
Omaha, Nebraska 68102

GLOBAL SURPLUS INSURANCE SERVICES, INC
3325 WILSHIRE BOULEVARD
LOS ANGELES, CA 90010
(213) 300-1200

A MEMBER OF THE CENTRAL NATIONAL INSURANCE GROUP OF OMAHA



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

In Witness Whereof, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Secretary.

President

PN 8948

DSM-018388

UMBRELLA LIABILITY POLICY

THE PROTECTIVE NATIONAL INSURANCE COMPANY OF OMAHA

UB 294-49-56

A Capital Stock Company

A Dixon Financial Corporation Affiliate
Omaha, Nebraska 68102

New
Renewal of Number

DECLARATIONS

Item 1. Named insured and address (No., Street, Town, County, State)
The named insured is: Individual ☐ Corporation ☐ Partnership ☐

Columbia Nitrogen Corporation (Per Endt. # 1)
P.O. Box 1483
Augusta, Georgia, 30903

GLOBAL SURPLUS INSURANCE SERVICES, INC.
3325 WILSHIRE BOULEVARD
LOS ANGELES, CA 90010
(213) 386-1200

Item 2. Policy Period

FROM April 1, 1982 TO April 1, 1983

12:01 A.M., standard time at the address of the named insured as stated herein.

3. Premium: $ 21,500

5. Occurrence Limit: $ $5,000,000.

4. Retained Limit: $ 10,000

6. Aggregate Limit: $ $5,000,000 (Where Applicable)

7. Schedule of Underlying Insurance Policies:

Type of Policy	Limits of Liability	Issuer
Comprehensive General Liability incl. Products/Completed Operations, Broad Form Property Damage, Personal Injury & Blanket Contractual	$500,000. CSL BI and/or PD each Occurrence and Annual Aggregate (As Applicable)	Admiral Insurance Co.
Comprehensive Automobile Liability	$500,000. CSL BI and/or PD each Occurrence	Home Insurance Co.
Aircraft Liability	$50,000,000. each Occurrence	I N A
Specific Excess Workers Compensation and Employers Liability	$5,000,000. each Occurrence Less $500,000. S.I.R. $5,000,000 xs occurrence less $250,000 SIR as of 8/24	National Union Fire Insurance Co. Northwestern National Ins. Co.
Foreign Comprehensive General Liability including Automobile Liability	$500,000. CSL BI and/or PD each Occurrence and Annual Aggregate (As Applicable) $1M xs $500,000 Added & including in Admiral Ins. Co Above as of 6-1-82	Insurance Company of State of Pennsylvania

8. Form Numbers of Endorsements Forming Part of Policy at Issue: Endorsements # 1 - 4

Countersigned:
4-29-82PA/gl

PN 6940

at

By L.C. Rebuffoni
Authorized Representative

DSM-018389

PCS_INS 0038661

INSURING AGREEMENTS

The Company and the Insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy agree as follows:

COVERAGE AGREEMENTS

I. COVERAGE. The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of liability

(a) imposed upon the Insured by law, or

(b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, 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:

(1) personal injury,

(2) property damage,

(3) advertising liability,

caused by or arising out of an occurrence, occurring anywhere in the world.

II. LIMIT OF LIABILITY. The company shall only be liable for the ultimate net loss the excess of either

(a) the amount recoverable under the underlying insurances as set out in Item 7 of the Declarations, or

(b) the amount of the retained limit stated in Item 4 of the Declarations in respect of each occurrence not covered by said underlying insurances,

(hereinafter called the "underlying limits"):

and then only up to a further limit as stated in Item 5 of the Declarations in respect of each occurrence—subject to a limit as stated in Item 6 of the Declarations in the aggregate for each annual period during the currency of this policy, commencing from the effective date and arising out of any hazard for which an aggregate limit of liability applies in the underlying policies scheduled or listed herein. In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurances by reason of payments of claims in respect of occurrences occurring during the period of this policy, 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 Insured shall not operate to increase the Company's limit of liability.

DEFINITIONS

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

1. INSURED. The unqualified word "Insured" includes not only the Named Insured but also:

(a) any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such, and any organization or proprietor while acting as real estate manager for the Named Insured;

(b) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide coverage such as is afforded by this policy, but only in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or used by them;

(c) any additional insured (not being the Named Insured 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 insured under any underlying insurances as set out in Item 7 of the Declarations;

(d) with respect to any automobile owned by the Named Insured or hired for use in behalf of the Named Insured, or to any aircraft owned by or hired for use in behalf of the Named Insured, 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 Insured. The coverage extended by this subdivision (d), with respect to any person or organization other than the Named Insured, shall not apply

(i) 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

(ii) 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 the operation thereof,

(iii) 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 coverage granted under subdivision (c) above.

2. Personal Injury means (1) bodily injury, sickness, disease, disability or shock, including death arising therefrom, or, if arising out of the foregoing, mental anguish and mental injury; (2) false arrest, false imprisonment, wrongful eviction, wrongful detention, or malicious prosecution; or (3) libel, slander, defamation of character, humiliation or invasion of the rights of privacy, unless arising out of advertising activities; and (4) racial or religious discrimination not committed by or at the direction of the Insured or any executive officer, director or stockholder thereof, but only with respect to the liability other than fines and penalties imposed by law.

3. PROPERTY DAMAGE. The term "property damage" means loss of or direct damage to or destruction of tangible property (other than property owned by the Named Insured), which occurs during the policy period, including loss of use thereof at any time resulting therefrom.

4. ADVERTISING LIABILITY. The term "advertising liability" means

(a) libel, slander or defamation,

(b) any infringement of copyright or of title or of slogan,

(c) piracy or unfair competition or idea misappropriation under an implied contract,

(d) 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 Insured's advertising activities.

5. OCCURRENCE. The term "occurrence" means 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 location shall be deemed one occurrence.

6. ULTIMATE NET LOSS. The term "ultimate net loss" means the total sum which the Insured, 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 insured's or of any underlying insurer's permanent employees.

7. AUTOMOBILE. The term "automobile" means a land motor vehicle, trailer or semi-trailer.

8. AIRCRAFT. The term "aircraft" means 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 Insured 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 Insured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Named Insured, 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 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 Named Insured, 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, (c) the maintenance of vehicles owned or used by or in behalf of the Insured, (3) the existence of tools, uninstalled equipment and abandoned or unused materials.

10. ANNUAL PERIOD. The term "each annual period" means each consecutive period of one year commencing from the effective date of this policy.

EXCLUSIONS

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

1. This policy shall not apply:
   (a) to any obligation for which the Insured or any company as its insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, provided, however, that this exclusion does not apply to liability of others assumed by the Named Insured under contract or agreement;
   (b) to claims made against the Insured:
      (1) for repairing or replacing any defective product or products manufactured, sold or supplied by the Insured or any defective part or parts thereof or for the cost of such repair or replacement;
      (2) for the loss of use of any such defective product or products or part or parts thereof;
      (3) 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 damage to the product of the Insured) resulting from improper or inadequate performance, design or specification;
   (c) with respect to advertising activities, to claims made against the Insured for:
      (1) 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;
      (2) 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;
      (3) incorrect description of any article or commodity;
      (4) mistake in advertised price;
   (d) except in respect of occurrences occurring in the United States of America, its territories or possessions, or Canada, to any liability of the Insured 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;
   (e) To any claim based upon the Insured's failure to comply with the federal "Employee Retirement Income Security Act of 1974."
2. Except insofar as coverage is available to the Insured in the underlying insurances as set out in Item 7 of the Declarations, this policy shall not apply:
   (a) 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 or eliminating danger in the operation of aircraft, or for the purpose of preventing personal injury or property damage, it being agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion 1.(a) above;
   (b) with respect to any aircraft owned by the Insured except liability of the Named Insured for aircraft not owned by them, it being agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion 1.(a) above;
   (c) with respect to any watercraft owned by the Insured, while away from premises owned, rented or controlled by the Insured, except liability of the Named Insured for watercraft not owned by them, it being agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees unless such liability is already excluded under Exclusion 1.(a) above;
   (d) 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;
   (e) to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water;

NUCLEAR EXCLUSION

THIS POLICY IS SUBJECT TO THE FOLLOWING NUCLEAR INCIDENT EXCLUSION CLAUSE.

This policy shall not apply to Personal Injury or Property Damage:

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

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

(3) 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 (II) has been discharged or dispersed therefrom; or
   (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 sub-paragraph (c) applies only to injury to or destruction of property at such nuclear facility.

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

CONDITIONS

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 INSUREDS. In the event of additional insureds being added to the coverage under the underlying insurances during currency hereof, prompt notice shall be given to the Company, and if an additional premium has been charged for such addition on the underlying insurances, the Company shall be entitled to charge an appropriate additional premium hereon.

C. PRIOR EXCESS 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 Insured prior to the effective date hereof the limit of liability hereon as stated in Item 6 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior excess 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 the Company will continue to protect the Insured 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 Insured, 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. The Company shall be permitted to examine and audit the Insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

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

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

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Coverage Agreement II.

G. NOTICE OF OCCURRENCE. Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this policy, notice shall be sent to the Company 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 a claim hereunder, shall not prejudice such claim.

H. ASSISTANCE AND COOPERATION. The Company 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 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 the claim or suit involves, or appears reasonably likely to involve the Company, in which event the Insured and the Company shall cooperate in all things in the defense of such claim, suit or proceeding.

I. APPEALS. In the event the Insured or the Insured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at its 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 the Company for ultimate net loss exceed the amount set forth in Coverage 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 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 12 months after the Insured shall have paid an amount of ultimate net loss in excess of the underlying limits 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 30 days after they are respectively claimed and proven in conformity with this policy.

K. BANKRUPTCY AND INSOLVENCY. In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Company 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, whether or not scheduled hereunder, which is written by another insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of 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 Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company. It is therefore agreed that 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 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 Insured) 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 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 hereof, signed by the Company.

O. ASSIGNMENT. Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon.

P. CANCELLATION. This policy may be cancelled by the Named Insured or by the Company by mailing written notice to the other party stating when, not less than 30 days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company to the Named Insured 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 Insured or by the Company shall be equivalent to mailing.

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

If this policy shall be cancelled by the Named Insured, the Company 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 Company, the Company shall retain the pro rata proportion of the premium for the period this policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium with such notice.

Q. MAINTENANCE OF UNDERLYING INSURANCES. It is a condition of this policy that the underlying insurances as set out in Item 7 of the Declarations shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits applicable thereto solely by payment of claims in respect of occurrences occurring during the period of this policy. 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 had the Insured complied.

Secretary

E. Benjamin [illegible]
President

DSM-018392

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

ENDORSEMENT

No. 1 To Policy No. UB 294-49-56

Effective Date April 1, 1982

Named Insured Columbia Nitrogen Corp. et al ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

NAMED INSURED

Item 1 - Named Insured of the Policy Declarations is completed to read as follows:

Columbia Nitrogen Corporation; Nipro, Inc.; DSM North America; 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 and/or partnerships in which any of the above mentioned are engaged, either as a participant therein or as a manager thereof or both.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY _____
Authorized Representative

4-29-82PA/gl

GS-105 7/80

DSM-018393

PCS_INS 0038665

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 2 To Policy No. UB 294-49-56

Effective Date April 1, 1982

Named Insured Columbia Nitrogen Corp. et al ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

In consideration of the premium charged it is hereby agreed and understood that Item 1 - Coverage Agreements of Insuring Agreements is re-defined in part as follows:

The words "TO INDEMNIFY" are replaced by the words "TO PAY ON BEHALF OF."

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

GLOBAL SURPLUS INSURANCE SERVICES, INC.

L.C. Rebillot

BY _____
Authorized Representative

GS-105 7/80 4-29-82PA/gl

DSM-018394

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

ENDORSEMENT

No 3 To Policy No. UB 294-49-56

Effective Date April 1, 1982

Named Insured Columbia Nitrogen Corp. et al ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

CARE CUSTODY OR CONTROL LIMITATION

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO LIABILITY FOR DAMAGE TO (1) PROPERTY OCCUPIED BY OR LEASED TO THE INSURED, OR (2) EXCEPT WITH RESPECT TO LIABILITY UNDER SIDETRACK AGREEMENTS, PROPERTY USED BY THE INSURED, OR (3) EXCEPT WITH RESPECT TO LIABILITY UNDER SIDETRACK AGREEMENTS, OR THE USE OF ELEVATORS OR ESCALATORS AT PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE INSURED, PROPERTY IN THE CARE, CUSTODY OR CONTROL OF THE INSURED OR PROPERTY AS TO WHICH THE INSURED FOR ANY PURPOSE IS EXERCISING PHYSICAL CONTROL;

UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE, FOR THE FULL LIMIT SHOWN THEREIN, AND THEN ONLY FOR SUCH LIABILITY FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY L.C. Rebuffoni

Authorized Representative

4-29-82PA/gl

DSM-018395

PCS_INS 0038667

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

ENDORSEMENT

No 4 To Policy No. UB 294-49-56

Effective Date April 1, 1982

Named Insured Columbia Nitrogen Corp. et al ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

PUNITIVE DAMAGES LIMITATION

IN CONSIDERATION OF THE PREMIUM PAID, AND NOTWITHSTANDING ANYTHING CONTAINED IN THIS POLICY TO THE CONTRARY, IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO LIABILITY:

(1) FOR PUNITIVE OR EXEMPLARY DAMAGES

(2) FOR DAMAGES WHICH ARE NOT COMPENSATORY DAMAGES

UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE INSURANCE AS LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE FOR THE FULL LIMIT SHOWN THEREIN.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY L.C. Rebullida

Authorized Representative

4-29-82PA/gl

GS 105 (R9)

DSM-018396

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 5 To Policy No. UR 294-49-56

Effective Date April 1, 1982

Named Insured Columbia Nitrogen Corporation ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

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.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

10/28/82 lr

GLOBAL SURPLUS INSURANCE SERVICES, INC.

CSC 2535

BY Ken Ameson
Authorized Representative

DSM-018397

PCS_INS 0038669

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 6 To Policy No. UB 294-49-56

Effective Date April 1, 1982

Named Insured Columbia Nitrogen Corporation ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

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".

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

10/28/82 lr

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY Ken Arneson
Authorized Representative

GSC 2535

DSM-018398

PCS_INS 0038670

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 7 To Policy No. UB 294-49-56

Effective Date April 1, 1982

Named Insured Columbia Nitrogen Corporation ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

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.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

10/28/82 lr

GLOBAL SURPLUS INSURANCE SERVICES, INC.

GSC 2535

BY Ron Arneson
Authorized Representative

DSM-018399

PCS_INS 0038671

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 8 To Policy No. UB 294-49-56

Effective Date April 1, 1982

Named Insured Columbia Nitrogen Corporation ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

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

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

10/28/82 lr

GLOBAL SURPLUS INSURANCE SERVICES, INC.

GSC 2535

BY Ron Arneson
Authorized Representative

DSM-018400

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 9 To Policy No. UB 294-49-56

Effective Date April 1, 1982

Named Insured Columbia Nitrogen Corporation ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

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

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

10/28/82 lr

GLOBAL SURPLUS INSURANCE SERVICES, INC.

GSC 2535

BY _____
Authorized Representative

DSM-018401

PCS_INS 0D38673

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 10 To Policy No. UB 294-49-56

Effective Date April 1, 1982

Named Insured Columbia Nitrogen Corporation ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

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.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

10/28/82 lr

GLOBAL SURPLUS INSURANCE SERVICES, INC.

GSC 2535

BY _____
Authorized Representative

DSM-018402

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 11 To Policy No. UB 294-49-56

Effective Date April 1, 1982

Named Insured Columbia Nitrogen Corporation ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

It is hereby understood and agreed Exclusion 1.(a) is deleted from the policy.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC.

10/28/82 lr

BY Ron Arneson

Authorized Representative

CSC 2535

DSM-018403

PCS_INS 0038675

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 12 To Policy No. UB 294-49-56

Effective Date April 1, 1982

Named Insured Columbia Nitrogen Corporation ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

It is hereby understood and agreed the following Named Insured is included under Item #1 of the Declarations:

DSM

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

10/28/82 lr

CSC 2535

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY Ron Provost
Authorized Representative

DSM-018404

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 13 To Policy No. UB 294-49-56

Effective Date August 24, 1982

Named Insured Columbia Nitrogen Corporation ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

It is hereby understood and agreed Item #7 of the Declarations, Schedule of Underlying Insurance Policies, is amended in part to read as follows:

TYPE OF POLICY	LIMITS OF LIABILITY	INSURER
Specific Excess Workers Compensation and Employers Liability	$5,000,000. each Occurrence Less $250,000. S.I.R.	Northwestern National Insurance Company

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

10/28/82 lr

GLOBAL SURPLUS INSURANCE SERVICES, INC.

CSC 2535

BY Ken Jameson
Authorized Representative

DSM-018405

PCS_INS 0038677

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 13 To Policy No. UB 294-49-56

Effective Date August 24, 1982

Named Insured Columbia Nitrogen Corporation ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

It is hereby understood and agreed Item #7 of the Declarations, Schedule of Underlying Insurance Policies, is amended in part to read as follows:

TYPE OF POLICY	LIMITS OF LIABILITY	INSURER
Specific Excess Workers Compensation and Employers Liability	$5,000,000. each Occurrence Less $250,000. S.I.R.	Northwestern National Insurance Company

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

10/28/82 lr

GLOBAL SURPLUS INSURANCE SERVICES, INC.

GSC 2535

BY _____
Authorized Representative

DSM-018406

Form BCS - 90
(7/81)

ENDORSEMENT #14

Expiration Date: 06/30/83
Form Approved
OMB No. 2125-0074

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to Columbia Nitrogen Corporation of P.O. Box 1483, Augusta, Georgia 30903

Dated at 12:01 A.M. this 3 day of November, 19 82

Amending Policy No. UB 294-49-56 Effective Date April 1, 1982

Name of Insurance Company The Protective National Insurance Company of Omaha

GLOBAL SURPLUS INSURANCE SERVICES, INC.

Countersigned by _____ Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]", for the limits shown:

☐ This insurance is primary and the company shall not be liable for amounts in excess of $_____ for each accident.

☒ This insurance is excess and the company shall not be liable for amounts in excess of $ 5,000,000. for each accident in excess of the underlying limit of $ 500,000. for each accident.

Whenever required by the Bureau or the ICC the company agrees to furnish the Bureau or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the Bureau or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is: (312) 332-1313

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer with a gross vehicle weight rating of 10,000 pounds or more propelled or drawn by mechanical power and used on a highway for transporting property.

BODILY INJURY includes injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage or potential for damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE includes damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

(Over)

Uniform Printing & Supply Div.

DSM-018407

PCS_INS 0038679

SCHEDULE OF LIMITS
Public Liability
Freight Vehicles With Gross Vehicle Weight Rating of 10,000 Pounds or More

Type of Carriage	Commodity Transported	Combined Single Limit (CSL)	
		July 1, 1981	July 1, 1983
(1) For-hire (in interstate or foreign commerce).	Property (nonhazardous).	$ 500,000	$ 750,000
(2) For-hire and Private (in interstate or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A and B explosives, poison gas (Poison A), liquefied compressed gas, or compressed gas; or large quantity radioactive materials as defined in 49 CFR 173.389.	$1,000,000	$5,000,000
(3) For-hire and Private (in interstate commerce in any quantity) or (in intrastate commerce in bulk only).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above.	$ 500,000	$1,000,000

11/8/82 KA/pe/lr

DSM-018408

Atlanta
Birmingham
Boston
Charlotte
Chicago
Cleveland
Dallas
Denver
Detroit
Hartford
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Philadelphia
Phoenix
Pittsburgh
Portland
Richmond
St. Louis
San Diego
San Francisco
Seattle
Wilmington
Calgary
Edmonton
Montreal
Quebec
Toronto
Vancouver
Winnipeg

JAN 19 1983

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
Belem-Para
Belo Horizonte
Campinas
Curitiba
Porto Alegre
Rio de Janeiro
Salvador
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Bogota
Cali
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Tehran
Milan
Rome
Padua
Tokyo
Auckland
Christchurch
Wellington
Lima
Hong Kong
Singapore
Taipei
Caracas
Maracaibo
Puerto La Cruz

CABLE ADDRESS "KEROHER"

SEVENTEENTH FLOOR
1700 TRUST COMPANY OF GEORGIA BUILDING
P O BOX 1111, ATLANTA, GEORGIA 30371
TEL 658-1330 AREA CODE 404

January 17, 1983

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

Protective National Umbrella, 4-1-82/83

Dear Bill:

Pursuant to our conversation of 1-14-83, I am sending you the attached letter of intent from the representative of Protective National stating that the policy will provide Allocated Loss Expenses in addition to the limit of liability.

If you have any questions, please call me.

Best regards,

Tony Reynolds
Account Executive

TR/jhI/A25

Attachment

cc: Mr. Bob Kampa

DSM-018409

PCS_INS 0038681

Global Surplus Insurance Services, Inc.

11 January 1983

Mr. Robert Kampa
AVRECO, Inc.
200 West Monroe
Chicago, Illinois 60606

JAN 12 1983

RE: COLUMBIA NITROGEN
UB-294-49-56

Dear Bob:

This will confirm today's phone conversation concerning the effect of Endorsement #5.

Although the wording leaves something to be desired, in reviewing the correspondence in file, the obvious intent of the endorsement is to provide allocated loss expense in addition to the limit of liability.

Please accept this letter as our understanding of the endorsement.

Sincerely,

Ken Arneson
Resident Vice President

KA:jl

Atlanta
Birmingham
Boston
Charlotte
Chicago
Cleveland
Dallas
Denver
Detroit
Hartford
Honolulu
Houston
Los Angeles
Miami
Minneapolis
New Orleans
New York
Philadelphia
Phoenix
Pittsburgh
Portland
Richmond
St. Louis
San Diego
San Francisco
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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
Belem-Para
Belo Horizonte
Campinas
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Padua
Tokyo
Auckland
Christchurch
Wellington
Lima
Hong Kong
Singapore
Taipei
Caracas
Maracaibo
Puerto La Cruz

CABLE ADDRESS "KEMODEN"

SEVENTEENTH FLOOR
1700 TRUST COMPANY OF GEORGIA BUILDING
P O BOX 1111, ATLANTA GEORGIA 30371
TEL. 658-1330 AREA CODE 404

February 28, 1983

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

Protective National Umbrella No. UB 294-49-56

Dear Mr. Gladden:

I am enclosing Endorsement No. 15 for the above captioned policy revising the effective date from January 11, 1983 to April 1, 1982. This endorsement adds Yeargin Construction Company and Technical Maintenance as additional insureds. If you have any questions, please contact us.

Best regards,

Gwen

Gwen Z. Howell
Casualty Department

GZH/jhIV/A10

Enclosure

cc: Mr. Art Tatum
Mr. Tony Reynolds

DSM-018411

PCS_INS 0038683

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 15 To Policy No. UB 294-49-56

Effective Date April 1, 1982

Named Insured Columbia Nitrogen Corporation ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

It is agreed that the following are added as Additional Insureds but only as respects operations performed on behalf of the Named Insured:

1. Yeargin Construction Company

2. Technical Maintenance, Inc.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

2/24/83 RC/ce/lr

GLOBAL SURPLUS INSURANCE SERVICES, INC
CHICAGO, ILLINOIS

BY _____
Authorized Representative

GSC 2535

ORIGINAL COPY

DSM-018412

COLUMBIA NITROGEN CORPORATION

WILLIAM J. GLADDEN
CORPORATE RISK MANAGER

February 4, 1983

Mr. Tony Reynolds
Johnson & Higgins of GA, Inc.
P. O. Box 1111
Atlanta, GA 30371

RE: Protective National Umbrella No. UB 294-49-56

Dear Tony:

I am returning Endorsement No. 15 for correction. It shows the effective date to be January 11, 1983. The effective date should be April 1, 1982. Without this correction there would be a gap in coverage which was surely not intended by anyone.

Please do the necessary.

Thank you.

Very truly yours,

William J. Gladden

William J. Gladden

WJG/ca

Attachment

POST OFFICE BOX 1483 (13)
AUGUSTA, GEORGIA 30913
TELEPHONE (404) 724-8771
TELEX 545448 CNC NIPRO AUG

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 15 To Policy No. UB 294-49-56

Effective Date January 11, 1983

Named Insured Columbia Nitrogen Corporation ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

It is agreed that the following are added as additional Insureds, but only as respects operations performed on behalf of the Named Insured:

1. Yeargin Construction Company
2. Technical Maintenance, Inc.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

1/26/83 KA/ce/lr

GLOBAL SURPLUS INSURANCE SERVICES, INC.
CHICAGO, ILLINOIS

DSM-018414

Birmingham
Boston
Charlotte
Chicago
Cleveland
Dallas
Denver
Detroit
Hartford
Honolulu
Houston
Los Angeles
Miami
Minneapolis
New Orleans
New York
Philadelphia
Phoenix
Pittsburgh
Portland
Richmond
St. Louis
San Diego
San Francisco
Seattle
Wilmington
Calgary
Edmonton
Montreal
Quebec
Toronto
Vancouver
Winnipeg

FEB 03 1983

JOHNSON & HIGGINS

OF GEORGIA, INC.

Business Established in New York 1845

INSURANCE BROKERS-AVERAGE ADJUSTERS
ACTUARIES-EMPLOYEE BENEFIT PLAN CONSULTANTS

Sydney
Melbourne
Perth
Sydney
Belem Para
Belo Horizonte
Campinas
Curitiba
Porto Alegre
Rio de Janeiro
Salvador
Sao Paulo
Santiago
Bogota
Cali
London
Paris
Tehran
Milan
Rome
Padua
Tokyo
Auckland
Christchurch
Wellington
Lima
Hong Kong
Singapore
Taipei
Caracas
Maracaibo
Puerto La Cruz

CABLE ADDRESS "KERODEN"

SEVENTEENTH FLOOR
1900 TRUST COMPANY OF GEORGIA BUILDING
P.O. BOX 118 ATLANTA, GEORGIA 30371
TEL. 658-1300 AREA CODE 404

February 2, 1983

Mr. William J. Gladden
Corporate Risk Manager
Columbia Nitrogen Corporation
P. O. Box 1483
Augusta, Georgia 31913

Protective National Umbrella No. UB 294-49-56
CNCERA - Admiral General Liability No. A2CG6280
CNCERA - Fireman's Fund Excess Liability No. XEX-134-52-31

Dear Mr. Gladden:

I am enclosing three endorsements for the above captioned policies. Endorsement No. 15 to the Protective National umbrella policy adds Yeargin Construction Company and Technical Maintenance as Additional Insureds.

Both the Admiral Insurance Company's general liability policy and Fireman's Fund excess liability policy remain the same as last year's. I am enclosing renewal certificates for these two policies that extend the expiration dates to December 2, 1983.

DSM-018415

We apologize for the delay in getting these endorsements to you. If you have any questions, please contact us.

Best regards,

Gwen Z. Howell
Casualty Department

GZH/jhIII/C35,36

Enclosure

cc: Mr. Ron Mason
Mr. Art Tatum

Atlanta
Birmingham
Boston
Charlotte
Chicago
Cleveland
Dallas
Denver
Detroit
Hartford
Honolulu
Houston
Los Angeles
Miami
Minneapolis
New Orleans
New York
Philadelphia
Phoenix
Pittsburgh
Portland
Richmond
St. Louis
San Diego
San Francisco
Seattle
Wilmington
Calgary
Edmonton
Montreal
Quebec
Toronto
Vancouver
Winnipeg

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

JOHNSON & HIGGINS

OF GEORGIA, INC.

Business Established New York 1845

INSURANCE BROKERS-AVERAGE ADJUSTERS

ACTUARIES-EMPLOYEE BENEFIT PLAN CONSULTANTS

CABLE ADDRESS "JOHNSON"

SEVENTEENTH FLOOR
1700 TRUST COMPANY OF GEORGIA BUILDING
P O BOX 111, ATLANTA, GEORGIA 30371
TEL 658-1300 AREA CODE 404

February 28, 1983

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

Protective National Umbrella No. U8 294-49-56

Dear Mr. Gladden:

I am enclosing Endorsement No. 15 for the above captioned policy revising the effective date from January 11, 1983 to April 1, 1982. This endorsement adds Yeargin Construction Company and Technical Maintenance as additional insureds. If you have any questions, please contact us.

Best regards,

Gwen Z. Howell
Casualty Department

GZH/jh1V/A10

Enclosure

cc: Mr. Art Tatum
Mr. Tony Reynolds

DSM-018451

COLUMBIA NITROGEN CORPORATION

WILLIAM J. GLADDEN
CORPORATE RISK MANAGER

February 4, 1983

Mr. Tony Reynolds
Johnson & Higgins of GA, Inc.
P. O. Box 1111
Atlanta, GA 30371

RE: Protective National Umbrella No. UB 294-49-56

Dear Tony:

I am returning Endorsement No. 15 for correction. It shows the effective date to be January 11, 1983. The effective date should be April 1, 1982. Without this correction there would be a gap in coverage which was surely not intended by anyone.

Please do the necessary.

Thank you.

Very truly yours,

William J. Gladden

WJG/ca

Attachment

POST OFFICE BOX 1483 (13)
AUGUSTA, GEORGIA 30913
TELEPHONE (404) 724-8771
TELEX 545448 CNC NIPRO AUG

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

ENDORSEMENT

No. 15 To Policy No. UB 294-49-56

Effective Date January 11, 1983

Named Insured Columbia Nitrogen Corporation ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

It is agreed that the following are added as additional Insureds, but only as respects operations performed on behalf of the Named Insured:

1. Yeargin Construction Company
2. Technical Maintenance, Inc.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

1/26/83 KA/ce/lr

GLOBAL SURPLUS INSURANCE SERVICES, INC.
CHICAGO, ILLINOIS

DSM-018453

PCS_INS 0038691

EXHIBIT "10"

UMBRELLA LIABILITY POLICY

A Capital Stock Company

THE PROTECTIVE NATIONAL INSURANCE COMPANY OF OMAHA

A Drum Financial Corporation Affiliate
Omaha, Nebraska 68102

Global Surplus Insurance Services, Inc.
100 South Wacker Drive, Suite 1110
Chicago, Illinois 60606
(312) 332-1313

A MEMBER OF THE CENTRAL NATIONAL INSURANCE GROUP OF OMAHA

JOHNSON & HIGGINS OF GEORGIA INSURANCE
17th Floor, Trust Co. of Ga. Bldg. – ATLANTA, GA.
TELEPHONE: 658-1330

Excess Liability
4/1/83 – 4/1/84

that
self

are his agreements and representations,
es all agreements existing between him-

sign

policy shall not be valid unless counter-

President.

DSM-018500

UMBRELLA LIABILITY POLICY

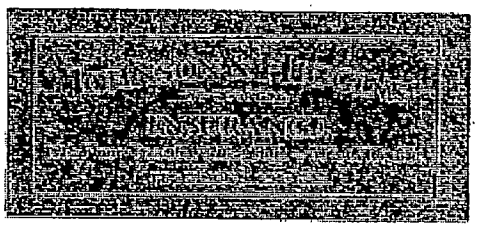
A Capital Stock Company

THE PROTECTIVE NATIONAL INSURANCE COMPANY OF OMAHA

A Drum Financial Corporation Affiliate
Omaha, Nebraska 68102

Global Surplus Insurance Services, Inc.
100 South Wacker Drive, Suite 1410
Chicago, Illinois 60606
(312) 332-1313

A MEMBER OF THE CENTRAL NATIONAL INSURANCE GROUP OF OMAHA



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

In Witness Whereof, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Secretary.

President.

PN 8948

DSM-018501

UMBRELLA LIABILITY POLICY

THE PROTECTIVE NATIONAL INSURANCE COMPANY OF OMAHA

UB294-51-51

A Drum Financial Corporation Affiliate
Omaha, Nebraska 68102

A Capital Stock Company

UB 294-49-56
Renewal of Number

DECLARATIONS

Item 1. Named insured and address (No., Street, Town, County, State)
The named insured is: Individual ☐ Corporation ☒ Partnership ☐

Columbia Nitrogen Corporation, Etal (See Endorsement #1)
P.O. Box 1483
Augusta, Georgia 30913

Global Surplus Insurance Services, Inc.
100 South Wacker Drive, Suite 1110
Chicago, Illinois 60606
(312) 332-1313

Item 2. Policy Period:

FROM April 1, 1983 TO April 1, 1984
12:01 A.M., standard time at the address of the named insured as stated herein.

3. Premium: $ 18,500. (Flat Annual)

5. Occurrence Limit: $5,000,000.

4. Retained Limit: $ 10,000.

6. Aggregate Limit: $5,000,000.

7. Schedule of Underlying Insurance Policies:

Type of Policy	Limits of Liability	Insurer
Comprehensive General Liability including Products/ Completed Operations; Broad Form Property Damage; Personal Injury; Blanket Contractual	$500,000. CSL B.I. and/or P.D. each Occurrence and Annual Aggregate (where applicable)	Admiral Insurance Company
Comprehensive Automobile Liability	$500,000. CSL B.I. and/or P.D. each Occurrence	Employers of Wausau
Aircraft Liability	$50,000,000. each Occurrence	INA
Specific Excess Workers' Compensation and Employers Liability	$5,000,000. each Occurrence Less $250,000. S.I.R.	Northwestern National Insurance Company
Foreign Comprehensive General Liability including Automobile Liability	$500,000. CSL B.I. and/or P.D. each Occurrence and Annual Aggregate (as applicable)	AFIA & Admiral

8. Form Numbers of Endorsements Forming Part of Policy at Issue: ENDORSEMENTS #1-12

Countersigned: 3/31/83 RC/ce/lr

GLOBAL SURPLUS INSURANCE SERVICES, INC.
at Chicago, Illinois
By Ken Arneson
Authorized Representative

PN 8946

DSM-018502

C. PRIOR EXCESS 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 Insured prior to the effective date hereof the limit of liability hereon as stated in Item 6 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior excess 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 the Company will continue to protect the Insured 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 Insured, 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. The Company shall be permitted to examine and audit the Insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

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

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

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Coverage Agreement II.

G. NOTICE OF OCCURRENCE. Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this policy, notice shall be sent to the Company 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 a claim hereunder, shall not prejudice such claim.

H. ASSISTANCE AND COOPERATION. The Company 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 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 the claim or suit involves, or appears reasonably likely to involve the Company, in which event the Insured and the Company shall cooperate in all things in the defense of such claim, suit or proceeding.

I. APPEALS. In the event the Insured or the Insured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at its 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 the Company for ultimate net loss exceed the amount set forth in Coverage 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 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 12 months after the Insured shall have paid an amount of ultimate net loss in excess of the underlying limits 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 30 days after they are respectively claimed and proven in conformity with this policy.

K. BANKRUPTCY AND INSOLVENCY. In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Company 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, whether or not scheduled hereunder, which is written by another insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of 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 Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company. It is therefore agreed that 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 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 Insured) 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 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 hereof, signed by the Company.

O. ASSIGNMENT. Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon.

P. CANCELLATION. This policy may be cancelled by the Named Insured or by the Company by mailing written notice to the other party stating when, not less than 30 days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company to the Named Insured 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 Insured or by the Company shall be equivalent to mailing.

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

If this policy shall be cancelled by the Named Insured, the Company 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 Company, the Company shall retain the pro rata proportion of the premium for the period this policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium with such notice.

Q. MAINTENANCE OF UNDERLYING INSURANCES. It is a condition of this policy that the underlying insurances as set out in Item 7 of the Declarations shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits applicable thereto solely by payment of claims in respect of occurrences occurring during the period of this policy. 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 had the Insured complied.

Secretary

President

DSM-018503

PCS_INS 0038757

INSURING AGREEMENTS

The Company and the Insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy agree as follows:

COVERAGE AGREEMENTS

I. COVERAGE. The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of liability

(a) imposed upon the Insured by law, or

(b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, 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:

(1) personal injury,

(2) property damage,

(3) advertising liability,

caused by or arising out of an occurrence, occurring anywhere in the world.

II. LIMIT OF LIABILITY. The company shall only be liable for the ultimate net loss the excess of either

(a) the amount recoverable under the underlying insurances as set out in Item 7 of the Declarations, or

(b) the amount of the retained limit stated in Item 4 of the Declarations in respect of each occurrence not covered by said underlying insurances,

(hereinafter called the "underlying limits"):

and then only up to a further limit as stated in Item 5 of the Declarations in respect of each occurrence—subject to a limit as stated in Item 6 of the Declarations in the aggregate for each annual period during the currency of this policy, commencing from the effective date and arising out of any hazard for which an aggregate limit of liability applies in the underlying policies scheduled or listed herein. In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurances by reason of payment of claims in respect of occurrences occurring during the period of this policy, 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 insured shall not operate to increase the Company's limit of liability.

DEFINITIONS

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

1. INSURED. The unqualified word "Insured" includes not only the Named Insured but also

(a) any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such, and any organization or proprietor while acting as real estate manager for the Named Insured;

(b) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide coverage such as is afforded by this policy, but only in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or used by them,

(c) any additional Insured (not being the Named Insured 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 Insured under any underlying insurances as set out in Item 7 of the Declarations,

(d) with respect to any automobile owned by the Named Insured or hired for use in behalf of the Named Insured, or to any aircraft owned by or hired for use in behalf of the Named Insured, 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 Insured. The coverage extended by this subdivision (d), with respect to any person or organization other than the Named Insured, shall not apply

(i) 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

(ii) 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 the operation thereof,

(iii) 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 coverage granted under subdivision (c) above.

2. Personal Injury means (1) bodily injury, sickness, disease, disability or shock, including death arising therefrom, or, if arising out of the foregoing, mental anguish and mental injury; (2) false arrest, false imprisonment, wrongful eviction, wrongful detention, or malicious prosecution; or (3) libel, slander, defamation of character, humiliation or invasion of the rights of privacy, unless arising out of advertising activities; and (4) racial or religious discrimination not committed by or at the direction of the Insured or any executive officer, director or stockholder thereof, but only with respect to the liability other than fines and penalties imposed by law.

3. PROPERTY DAMAGE. The term "property damage" means loss of or direct damage to or destruction of tangible property (other than property owned by the Named Insured), which occurs during the policy period, including loss of use thereof at any time resulting therefrom.

4 ADVERTISING LIABILITY. The term "advertising liability" means

(a) libel, slander or defamation,

(b) any infringement of copyright or of title or of slogan,

(c) piracy or unfair competition or idea misappropriation under an implied contract,

(d) 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 Insured's advertising activities

5. OCCURRENCE. The term "occurrence" means 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 location shall be deemed one occurrence.

6 ULTIMATE NET LOSS The term "ultimate net loss" means the total sum which the Insured, 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 Insured's or of any underlying insurer's permanent employees

7 AUTOMOBILE The term "automobile" means a land motor vehicle, trailer or semi-trailer.

8 AIRCRAFT. The term "aircraft" means 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 Insured 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 Insured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Named Insured, 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 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 Named Insured, 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, (1) pick-up

DSM-018504

or delivery, except from or onto a railroad car, (2) the maintenance of vehicles owned or used by or in behalf of the Insured, (3) the existence of tools, uninstalled equipment and abandoned or unused materials.

10. ANNUAL PERIOD. The term "each annual period" means each consecutive period of one year commencing from the effective date of this policy.

EXCLUSIONS

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

1. This policy shall not apply

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

(b) to claims made against the Insured:

(1) for repairing or replacing any defective product or products manufactured, sold or supplied by the Insured or any defective part or parts thereof nor for the cost of such repair or replacement;

(2) for the loss of use of any such defective product or products or part or parts thereof;

(3) 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 damage to the product of the Insured) resulting from improper or inadequate performance, design or specification;

(c) with respect to advertising activities, to claims made against the Insured for

(1) 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;

(2) 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;

(3) incorrect description of any article or commodity

(4) mistake in advertised price.

(d) except in respect of occurrences occurring in the United States of America, its territories or possessions, or Canada, to any liability of the Insured 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.

(e) To any claim based upon the Insured's failure to comply with the federal "Employee Retirement Income Security Act of 1974."

Except insofar as coverage is available to the Insured in the underlying insurances as set out in Item 7 of the Declarations, this policy shall not apply:

(a) 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 or eliminating danger in the operation of aircraft, or for the purpose of preventing personal injury or property damage; it being agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion 1.(a) above;

(b) with respect to any aircraft owned by the Insured except liability of the Named Insured for aircraft not owned by them; it being agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion 1.(a) above;

(c) with respect to any watercraft owned by the Insured, while away from premises owned, rented or controlled by the Insured, except liability of the Named Insured for watercraft not owned by them, it being agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion 1.(a) above;

(d) 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.

(e) to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

NUCLEAR EXCLUSION

THIS POLICY IS SUBJECT TO THE FOLLOWING NUCLEAR INCIDENT EXCLUSION CLAUSE.

This policy shall not apply to Personal Injury or Property Damage:

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

(2) resulting from the hazardous properties of nuclear material and with respect to which

(a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or

(3) resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (ii) has been discharged or dispersed therefrom, or

(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 sub-paragraph (c) applies only to injury to or destruction of property at such nuclear facility.

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

CONDITIONS

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 INSUREDS. In the event of additional insureds being added to the coverage under the underlying insurances during currency hereof, prompt notice shall be given to the Company, and if an additional premium has been charged for such addition on the underlying insurances, the Company shall be entitled to charge an appropriate additional premium hereon.

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

ENDORSEMENT

No. 1 To Policy No. UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

In consideration of the premium charged, it is hereby understood and agreed the Named Insured shown under Item #1 of the Declarations is to read as follows:

Columbia Nitrogen Corporation, Nipro, Inc.; DSM; DSM North America; Synres Chemical Corporation; Custom Chemical, Forton, Inc. and Daniel Products; 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.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY Ron Arneson
Authorized Representative

GSC 2535

ORIGINAL COPY

DSM-018506

PCS_INS 0038760

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 2 To Policy No. UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

In consideration of the premium charged, it is hereby understood and agreed that Item #1 of Coverage Agreements of Insuring Agreements is re-defined in part as follows:

The words "To Indemnify" are replaced by the words "To Pay On Behalf Of".

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY Ken Arneson
Authorized Representative

GSC 2535

ORIGINAL COPY

DSM-018507

PCS_INS 0038761

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

ENDORSEMENT

No. 3 To Policy No UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

CARE CUSTODY OR CONTROL LIMITATION

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO LIABILITY FOR DAMAGE TO (1) PROPERTY OCCUPIED BY OR LEASED TO THE INSURED, OR (2) EXCEPT WITH RESPECT TO LIABILITY UNDER SIDETRACK AGREEMENTS, PROPERTY USED BY THE INSURED, OR (3) EXCEPT WITH RESPECT TO LIABILITY UNDER SIDETRACK AGREEMENTS, OR THE USE OF ELEVATORS OR ESCALATORS AT PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE INSURED, PROPERTY IN THE CARE, CUSTODY OR CONTROL OF THE INSURED OR PROPERTY AS TO WHICH THE INSURED FOR ANY PURPOSE IS EXERCISING PHYSICAL CONTROL;

UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE, FOR THE FULL LIMIT SHOWN THEREIN, AND THEN ONLY FOR SUCH LIABILITY FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

GLOBAL SURPLUS INSURANCE SERVICES, INC.

GSC 2543

BY Ken Arneson
Authorized Representative

DSM-018508

PCS_INS 0038762

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

ENDORSEMENT

No. 4 To Policy No. UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal

☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

PUNITIVE DAMAGES LIMITATION

IN CONSIDERATION OF THE PREMIUM PAID, AND NOTWITHSTANDING ANYTHING CONTAINED IN THIS POLICY TO THE CONTRARY, IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO LIABILITY:

(1) FOR PUNITIVE OR EXEMPLARY DAMAGES

(2) FOR DAMAGES WHICH ARE NOT COMPENSATORY DAMAGES

UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE INSURANCE AS LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE FOR THE FULL LIMIT SHOWN THEREIN.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY Ken Arneson
Authorized Representative

GSC 2546

DSM-018509

PCS_INS 0038763

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 5 To Policy No. UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

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.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC

BY Ken Arneson
Authorized Representative

GSC 2535

ORIGINAL COPY

DSM-018510

Global Surplus Insurance Services, Inc.

100 South Wacker Drive, Suite 1110
Chicago, Illinois 60606
(312) 332-1313 Telex 210108 AVRECO

MAY 23 1983

May 20, 1983

Mr. Robert Kampa
AVRECO, Inc.
200 West Monroe
Chicago, Illinois 60606

RE: COLUMBIA NITROGEN
UB 294-51-51 4-1-83/84

Dear Bob:

This will confirm prior conversations concerning the effect of Endorsement #5.

In reviewing the correspondence in file, the obvious intent of the endorsement is to provide allocated loss expense in addition to the limit of liability.

Please accept this letter as our understanding of the endorsement.

Sincerely,

Ken Arneson
Resident Vice President

KA:lr

DSM-018511

PCS_INS 0038765

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 6 To Policy No. UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

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".

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY _____
Authorized Representative

CSC 2535

ORIGINAL COPY

DSM-018512

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 7 To Policy No. UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

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.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC

BY Ken Arneson
Authorized Representative

GSC 2535

ORIGINAL COPY

DSM-018513

PCS_INS 0038767

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 8 To Policy No. UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

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

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY Ron Arneson
Authorized Representative

GSC 2535

ORIGINAL COPY

DSM-018514

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 9 To Policy No. UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

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.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY Ron Arneson

Authorized Representative

GSC 2535

ORIGINAL COPY

DSM-018515

PCS_INS 0038769

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 10 To Policy No. UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

It is hereby understood and agreed Exclusion 1. (a) is deleted from the policy.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY _____ Authorized Representative

GSC 2535

ORIGINAL COPY

DSM-018516

Form MCS - 90
(3/82)

ENDORSEMENT #11

Expiration Date: 06/30/83
Form Approved
OMB No. 2125-0074

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to Columbia Nitrogen Corporation of P.O. Box 1483, Augusta Ceorgia 30903

Dated at 12:01 A.M. this 31st day of March, 1983

Amending Policy No. UB 294-51-51 Effective Date April 1, 1983

Name of Insurance Company The Protective National Insurance Company of Omaha

GLOBAL SURPLUS INSURANCE SERVICES, INC.

Countersigned by _____
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "☒", for the limits shown:

☐ This insurance is primary and the company shall not be liable for amounts in excess of $_____ for each accident.

☒ This insurance is excess and the company shall not be liable for amounts in excess of $5,000,000. for each accident in excess of the underlying limit of $500,000. for each accident.

Whenever required by the Bureau or the ICC the company agrees to furnish the Bureau or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the Bureau or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is: 312/332-1313

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer with a gross vehicle weight rating of 10,000 pounds or more propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage or potential for damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.
THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.
The limits shown in the schedule are for information purposes only.

MC1622a (Ed 3-82)

(Over)

SCHEDULE OF LIMITS

Public Liability

Freight Vehicles With Gross Vehicle Weight Rating of 10,000 Pounds or More

Type of Carriage	Commodity Transported	July 1, 1981	July 1, 1983
(1) For-hire (in interstate or foreign commerce).	Property (nonhazardous).	$ 500,000	$ 750,000
(2) For-hire and Private (in interstate or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A and B explosives, poison gas (Poison A), liquefied compressed gas, or compressed gas; or large quantity radioactive materials as defined in 49 CFR 173.389.	$1,000,000	$5,000,000
(3) For-hire and Private (in interstate commerce: in any quantity) or (in intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above.	$ 500,000	$1,000,000

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 12 To Policy No. UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

It is hereby agreed that the following are added as Additional Insureds but only as respects operations performed on behalf of the Named Insured:

1. Yeargin Construction Company
2. Technical Maintenance, Inc.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY Ken Arneson
Authorized Representative

GSC 2535

ORIGINAL COPY

DSM-018519

PCS_INS 0038773

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 13 To Policy No UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

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

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

4/8/83 RC/ce/lr

GSC 2535

GLOBAL SURPLUS INSURANCE SERVICES, INC.
Chicago, Illinois

BY Ron Arneson
Authorized Representative

ORIGINAL COPY

DSM-018520

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 14 To Policy No. UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

In consideration of the premium charged, it is hereby understood and agreed the following are added as Additional Insureds, but only as their interest may appear:

Fidelity Union Bank
765 Broad Street
Newark, New Jersey 07101

New Jersey Economic Development Authority
P.O. Box 1446
Trenton, New Jersey 08625

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC.
Chicago, Illinois
BY Ron Aronson
Authorized Representative

4/20/83 RC/ce/lr

GSC 2535

ORIGINAL COPY

DSM-018521

PCS_INS 0038775

Atlanta
Birmingham
Boston
Charlotte
Chicago
Cleveland
Dallas
Denver
Detroit
Hartford
Honolulu
Houston
Los Angeles
Miami
Minneapolis
New Orleans
New York
Philadelphia
Phoenix
Pittsburgh
Portland
Richmond
St. Louis
San Diego
San Francisco
Seattle
Wilmington
Calgary
Edmonton
Montreal
Quebec
Toronto
Vancouver
Winnipeg

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

JOHNSON & HIGGINS

OF GEORGIA, INC.

Business Established New York 1845

INSURANCE BROKERS-AVERAGE ADJUSTERS
ACTUARIES-EMPLOYEE BENEFIT PLAN CONSULTANTS

CABLE ADDRESS "KELODEN"

SEVENTEENTH FLOOR
1700 TRUST COMPANY OF GEORGIA BUILDING
PO BOX 1111, ATLANTA GEORGIA 30371
TEL 658-1330 AREA CODE 404

August 5, 1983

Mr. Bill Gladden
Corporate Risk Manager
P. O. Box 1483
Augusta, GA 30913

Admiral Policy and Endorsements
to Protective National Umbrella

Dear Bill:

Enclosed you will find your copy of the C.G.L. policy from Admiral which has been endorsed to correct errors in the original form as well as endorsements #15 and #16 to your Protective National Umbrella.

Endorsement #15 amends the policy territory to conform with the Admiral policy. This change was made to provide coverage for D.S.M. in the United States, its territories and possessions and Canada to supplement D.S.M.'s Dutch policy which you have informed me does not apply in North America.

I am curious as to the Dutch policy's territory definition for "North America."

I request that you check with the Dutch to see if our extension of coverage for D.S.M. in the territory mentioned above is sufficient to cover all territories not covered by the Dutch policy. Please let me have your findings as soon as possible.

Best regards,

Tony Reynolds

Tony Reynolds

TR/jvkIV/A27
cc: Mr. Arthur R. Tatum
Mr. Carl A. Wunderle

DSM-018522

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 15 To Policy No. UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

It is hereby understood and agreed the Named Insured shown under Item #1 of the Declarations is amended to read as follows:

Columbia Nitrogen Corporation, Nipro, Inc.; DSM; DSM North America; Synres Chemical Corporation; Custom Chemical and Forton Inc., Daniel Products, 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.

It is further agreed that coverage as respects DSM is limited to the United States, its territories and possessions and Canada.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC.
Chicago, Illinois

BY _____
Authorized Representative

7/28/83 RC/ce/lr

GSC 2535

ORIGINAL COPY

DSM-018523

PCS_INS 0038777

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 16 To Policy No. UB 294-51-51

Effective Date June 3, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

It is hereby understood and agreed that the definition of Personal Injury is amended in part to read:

(4) racial, religious, sex or age discrimination not committed by or at the direction of the Insured or any executive officer, director or stockholder thereof, but only with respect to the liability other than fines and penalties imposed by law.

It is further understood and agreed the coverage afforded by this policy does not apply to loss arising out of the following exposure:

Personal Injury Liability

unless such loss is covered by underlying insurance as shown on the Schedule of Underlying Insurance and at the limits shown on such schedule.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC.
Chicago, Illinois

BY _____
Authorized Representative

7/28/83 RC/ce/lr

GSC 2535

ORIGINAL COPY

DSM-018524

Atlanta
Birmingham
Boston
Charlotte
Chicago
Cleveland
Dallas
Denver
Detroit
Hartford
Honolulu
Houston
Los Angeles
Miami
Minneapolis
New Orleans
New York
Philadelphia
Phoenix
Pittsburgh
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
Belem-Para
Belo Horizonte
Campinas
Curitiba
Porto Alegre
Rio de Janeiro
Salvador
Sao Paulo
Santiago
Bogota
Cali
London
Paris
Tehran
Milan
Rome
Padua
Tokyo
Auckland
Christchurch
Wellington
Lima
Hong Kong
Singapore
Taipei
Caracas
Maracaibo
Puerto La Cruz

CABLE ADDRESS "KENDEN"

SEVENTEENTH FLOOR
1700 TRUST COMPANY OF GEORGIA BUILDING
P.O. BOX 1111, ATLANTA, GEORGIA 30371
TEL. 658-1330 AREA CODE 404

October 21, 1983

Mr. William J. Gladden
Columbia Nitrogen Corporation
P. O. Box 1483
Augusta, GA 30913

Umbrella Liability Policy No. UB 294 51 51

Dear Mr. Gladden:

Enclosed is Endorsement No. 17 which adds Urachem, Inc. as an Additional Insured. Please attach this to your current policy.

If you have any questions, please don't hesitate to contact us.

Sincerely,

Kathy Kenyon

Kathy Kenyon
Casualty Department

KK/jhII/A71

Enclosure

cc: Mr. Carl A. Wunderle
Mr. Tony Reynolds

DSM-018525

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 17 To Policy No. UB 294-51-51

Effective Date July 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

In consideration of the premium charged, it is hereby understood and agreed the following Named Insured is added under Item #1 of the Declarations:

Urachem, Inc.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

9/22/83 RC/ce/lr

CSC 2535

GLOBAL SURPLUS INSURANCE SERVICES, INC.
Chicago, Illinois

BY _____
Authorized Representative

ORIGINAL COPY

DSM-018526

12/2/83
TO BILL Brooks
Info - Return
Bill Gladden

Atlanta
Birmingham
Boston
Charlotte
Chicago
Cleveland
Dallas
Denver
Detroit
Hartford
Honolulu
Houston
Los Angeles
Miami
Minneapolis
New Orleans
New York
Philadelphia
Phoenix
Pittsburgh
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
Belem-Para
Belo Horizonte
Campinas
Curitiba
Porto Alegre
Rio de Janeiro
Salvador
Sao Paulo
Santiago
Bogota
Cali
London
Paris
Tehran
Milan
Rome
Padua
Tokyo
Auckland
Christchurch
Wellington
Lima
Hong Kong
Singapore
Taipei
Caracas
Maracaibo
Puerto La Cruz

CABLE ADDRESS "KERODEN"

SEVENTEENTH FLOOR
1700 TRUST COMPANY OF GEORGIA BUILDING
P.O. BOX 1111, ATLANTA, GEORGIA 30371
TEL 658-1330 AREA CODE 404

November 29, 1983

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

Protective National Policy Endorsements

Dear Bill:

Enclosed you will find your copies of endorsements #18 and #19 to the Protective National policy which were issued for Custom Chemicals and Daniel Products to comply with the New Jersey E.P.A. requirements.

Please call me if you have any questions.

Best regards,

Tony Reynolds
Account Executive

TR/pga/11-28-83/1

Enclosure

cc: Mr. Carl A. Wunderle

DSM-018527

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 18 Revised To Policy No UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

HAZARDOUS WASTE FACILITY LIABILITY ENDORSEMENT

1. THIS ENDORSEMENT CERTIFIES THAT THE POLICY TO WHICH THE ENDORSEMENT IS ATTACHED PROVIDES LIABILITY INSURANCE COVERING BODILY INJURY AND PROPERTY DAMAGE IN CONNECTION WITH THE INSURED'S OBLIGATION TO DEMONSTRATE FINANCIAL RESPONSIBILITY UNDER NJAC 7:26-9.13. THE COVERAGE APPLIES AT EPA ID NO. NJD093846391, CUSTOM CHEMICALS COMPANY, P.O. BOX 171, KLMWOOD AVENUE, JERSEY CITY, NJ 07304 FOR SUDDEN ACCIDENTAL OCCURRENCES. THE LIMITS OF LIABILITY ARE $5,000,000. EXCLUSIVE OF LEGAL DEFENSE COSTS.

2. THE INSURANCE AFFORDED WITH RESPECT TO SUCH OCCURRENCES IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THE POLICY, PROVIDED, HOWEVER, THAT ANY PROVISIONS OF THE POLICY INCONSISTENT WITH SUBSECTIONS (A) THROUGH (E) OF THIS PARAGRAPH 2 ARE HEREBY AMENDED TO CONFORM WITH SUBSECTIONS (A) THROUGH (E):

(A) BANKRUPTCY OR INSOLVENCY OF THE INSURED SHALL NOT RELIEVE THE INSURER OF ITS OBLIGATIONS UNDER THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

(B) THE INSURER IS LIABLE FOR THE PAYMENT OF AMOUNTS WITHIN ANY DEDUCTIBLE APPLICABLE TO THE POLICY, WITH A RIGHT OF REIMBURSEMENT BY THE INSURED FOR ANY SUCH PAYMENT MADE BY THE INSURER. THIS PROVISION DOES NOT APPLY WITH RESPECT TO THAT AMOUNT OF ANY DEDUCTIBLE FOR WHICH COVERAGE IS DEMONSTRATED AS SPECIFIED IN NJAC 7:26:9.13.

(C) WHENEVER REQUESTED BY COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (NJDEP) THE INSURER AGREES TO FURNISH TO THE COMMISSIONER, NJDEP, A SIGNED DUPLICATE ORIGINAL OF THE POLICY AND ALL ENDORSEMENTS.

(D) CANCELLATION OF THIS ENDORSEMENT, WHETHER BY THE INSURER OR THE INSURED, WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY AFTER THE EXPIRATION OF SIXTY (60) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE NJDEP COMMISSION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC

BY Ken Arneson
Authorized Representative

GSC 2535

DSM-018528

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 18 Revised (Cont'd.) To Policy No UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

(E) ANY OTHER TERMINATION OF THIS ENDORSEMENT WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY THE EXPIRATION OF THIRTY (30) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE NJDEP COMMISSIONER.

ATTACHED TO AND FORMING PART OF POLICY NO. UB 294-51-51, ISSUED BY PROTECTIVE NATIONAL INSURANCE COMPANY OF OMAHA, HEREIN CALLED THE INSURED, C/O GLOBAL SURPLUS INSURANCE SERVICES, INC., 100 SOUTH WACKER DRIVE, SUITE 1110, CHICAGO, ILLINOIS 60606, TO COLUMBIA NITROGEN CORPORATION, ETAL, OF, P.O. BOX 1483, AUGUSTA, GEORGIA 30913, THIS 7TH DAY OF OCTOBER, 1983. THE EFFECTIVE DATE OF SAID POLICY IS THE 1ST DAY OF JULY, 1983.

I HEREBY CERTIFY THAT THE WORDING OF THIS ENDORSEMENT IS IDENTICAL TO THE WORDING SPECIFIED IN NJAC 7:26-9.1 ET SEQ. AS SUCH REGULATION WAS CONSTITUTED ON THE DATE FIRST ABOVE WRITTEN, AND THAT THE INSURER IS LICENSED TO TRANSACT THE BUSINESS OF INSURANCE, OR ELIGIBLE TO PROVIDE INSURANCE AS AN EXCESS OR SURPLUS LINES INSURER, IN ONE OR MORE STATES.

KEN ARNESON

Ken Arneson

RESIDENT VICE PRESIDENT

GLOBAL SURPLUS INSURANCE SERVICES, INC.
100 SOUTH WACKER DRIVE, SUITE 1110
CHICAGO, ILLINOIS 60606

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY Ken Arneson
Authorized Representative

GSC 2535

DSM-018529

PCS_INS 0038783

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

ENDORSEMENT

No. 19 To Policy No UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

HAZARDOUS WASTE FACILITY LIABILITY ENDORSEMENT

1. THIS ENDORSEMENT CERTIFIES THAT THE POLICY TO WHICH THE ENDORSEMENT IS ATTACHED PROVIDES LIABILITY INSURANCE COVERING BODILY INJURY AND PROPERTY DAMAGE IN CONNECTION WITH THE INSURED'S OBLIGATION TO DEMONSTRATE FINANCIAL RESPONSIBILITY UNDER NJAC 7:26-9.13. THE COVERAGE APPLIES AT HPA ID NO. NJD 001340686, DANIEL PRODUCTS COMPANY, 600 CLARIMONT, AVENUE, JERSEY CITY, N.J. 07047, FOR SUDDEN ACCIDENTAL OCCURRENCES. THE LIMITS OF LIABILITY ARE $5,000,000. EXCLUSIVE OF LEGAL DEFENSE COSTS.

2. THE INSURANCE AFFORDED WITH RESPECT TO SUCH OCCURRENCES IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THE POLICY, PROVIDED, HOWEVER, THAT ANY PROVISIONS OF THE POLICY INCONSISTENT WITH SUBSECTIONS (A) THROUGH (E) OF THIS PARAGRAPH 2 ARE HEREBY AMENDED TO CONFORM WITH SUBSECTIONS (A) THROUGH (E):

(A) BANKRUPTCY OR INSOLVENCY OF THE INSURED SHALL NOT RELIEVE THE INSURER OF ITS OBLIGATIONS UNDER THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

(B) THE INSURED IS LIABLE FOR THE PAYMENT OF AMOUNTS WITHIN ANY DEDUCTIBLE APPLICABLE TO THE POLICY, WITH A RIGHT OF REIMBURSEMENT BY THE INSURED FOR ANY SUCH PAYMENT MADE BY THE INSURER. THIS PROVISION DOES NOT APPLY WITH RESPECT TO THAT AMOUNT OF ANY DEDUCTIBLE FOR WHICH COVERAGE IS DEMONSTRATED AS SPECIFIED IN NJAC 7:26:9.13.

(C) WHENEVER REQUESTED BY COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (NJDEP) THE INSURER AGREES TO FURNISH TO THE COMMISSIONER, NJDEP, A SIGNED DUPLICATE ORIGINAL OF THE POLICY AND ALL ENDORSEMENTS.

(D) CANCELLATION OF THIS ENDORSEMENT, WHETHER BY THE INSURER OR THE INSURED, WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY AFTER THE EXPIRATION OF SIXTY (60) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE NJDEP COMMISSION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC

BY _____
Authorized Representative

GSC 2535

DSM-018530

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 19 (Cont'd.) To Policy No UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

(E) ANY OTHER TERMINATION OF THIS ENDORSEMENT WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY THE EXPIRATION OF THIRTY (30) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE NJDEP COMMISSIONER.

ATTACHED TO AND FORMING PART OF POLICY NO. UB 294-51-51, ISSUED BY PROTECTIVE NATIONAL INSURANCE COMPANY OF OMAHA, HEREIN CALLED THE INSURED, C/O GLOBAL SURPLUS INSURANCE SERVICES, INC., 100 SOUTH WACKER DRIVE, SUITE 1110, CHICAGO, ILLINOIS 60606, TO COLUMBIA NITROGEN CORPORATION, ETAL, OF, P.O. BOX 1483, AUGUSTA, GEORGIA 30913, THIS 7TH DAY OF OCTOBER, 1983. THE EFFECTIVE DATE OF SAID POLICY IS THE 1ST DAY OF JULY, 1983.

I HEREBY CERTIFY THAT THE WORDING OF THIS ENDORSEMENT IS IDENTICAL TO THE WORDING SPECIFIED IN NJAC 7:26-9.1 ET SEQ. AS SUCH REGULATION WAS CONSTITUTED ON THE DATE FIRST ABOVE WRITTEN, AND THAT THE INSURER IS LICENSED TO TRANSACT THE BUSINESS OF INSURANCE, OR ELIGIBLE TO PROVIDE INSURANCE AS AN EXCESS OR SURPLUS LINES INSURER, IN ONE OR MORE STATES.

KEN ARNESON

Ken Arneson

RESIDENT VICE PRESIDENT

GLOBAL SURPLUS INSURANCE SERVICES, INC.
100 SOUTH WACKER DRIVE, SUITE 1110
CHICAGO, ILLINOIS 60606

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC

BY Ken Arneson

Authorized Representative

GSC 2535

DSM-018531

PCS_INS.0038785

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 18 Revised To Policy No. UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

HAZARDOUS WASTE FACILITY LIABILITY ENDORSEMENT

1. THIS ENDORSEMENT CERTIFIES THAT THE POLICY TO WHICH THE ENDORSEMENT IS ATTACHED PROVIDES LIABILITY INSURANCE COVERING BODILY INJURY AND PROPERTY DAMAGE IN CONNECTION WITH THE INSURED'S OBLIGATION TO DEMONSTRATE FINANCIAL RESPONSIBILITY UNDER NJAC 7:26-9.13. THE COVERAGE APPLIES AT EPA ID NO. NJD093846391, CUSTOM CHEMICALS COMPANY, P.O. BOX 171, ELMWOOD AVENUE, JERSEY CITY, NJ 07304 FOR SUDDEN ACCIDENTAL OCCURRENCES. THE LIMITS OF LIABILITY ARE $5,000,000. EXCLUSIVE OF LEGAL DEFENSE COSTS.

2. THE INSURANCE AFFORDED WITH RESPECT TO SUCH OCCURRENCES IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THE POLICY, PROVIDED, HOWEVER, THAT ANY PROVISIONS OF THE POLICY INCONSISTENT WITH SUBSECTIONS (A) THROUGH (E) OF THIS PARAGRAPH 2 ARE HEREBY AMENDED TO CONFORM WITH SUBSECTIONS (A) THROUGH (E):

(A) BANKRUPTCY OR INSOLVENCY OF THE INSURED SHALL NOT RELIEVE THE INSURER OF ITS OBLIGATIONS UNDER THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

(B) THE INSURER IS LIABLE FOR THE PAYMENT OF AMOUNTS WITHIN ANY DEDUCTIBLE APPLICABLE TO THE POLICY, WITH A RIGHT OF REIMBURSEMENT BY THE INSURED FOR ANY SUCH PAYMENT MADE BY THE INSURER. THIS PROVISION DOES NOT APPLY WITH RESPECT TO THAT AMOUNT OF ANY DEDUCTIBLE FOR WHICH COVERAGE IS DEMONSTRATED AS SPECIFIED IN NJAC 7:26:9.13.

(C) WHENEVER REQUESTED BY COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (NJDEP) THE INSURER AGREES TO FURNISH TO THE COMMISSIONER, NJDEP, A SIGNED DUPLICATE ORIGINAL OF THE POLICY AND ALL ENDORSEMENTS.

(D) CANCELLATION OF THIS ENDORSEMENT, WHETHER BY THE INSURER OR THE INSURED, WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY AFTER THE EXPIRATION OF SIXTY (60) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE NJDEP COMMISSION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY Ken Arneson
Authorized Representative

GSC 2535

DSM-018532

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 18 Revised (Cont'd.) To Policy No UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

(E) ANY OTHER TERMINATION OF THIS ENDORSEMENT WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY THE EXPIRATION OF THIRTY (30) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE NJDEP COMMISSIONER.

ATTACHED TO AND FORMING PART OF POLICY NO. UB 294-51-51, ISSUED BY PROTECTIVE NATIONAL INSURANCE COMPANY OF OMAHA, HEREIN CALLED THE INSURER. C/O GLOBAL SURPLUS INSURANCE SERVICES, INC., 100 SOUTH WACKER DRIVE, SUITE 1110, CHICAGO, ILLINOIS 60606, TO COLUMBIA NITROGEN CORPORATION, ETAL. OF, P.O. BOX 1483, AUGUSTA, GEORGIA 30913, THIS 7TH DAY OF OCTOBER, 1983. THE EFFECTIVE DATE OF SAID POLICY IS THE 1ST DAY OF JULY, 1983.

I HEREBY CERTIFY THAT THE WORDING OF THIS ENDORSEMENT IS IDENTICAL TO THE WORDING SPECIFIED IN NJAC 7:26-9.1 ET SEQ. AS SUCH REGULATION WAS CONSTITUTED ON THE DATE FIRST ABOVE WRITTEN, AND THAT THE INSURER IS LICENSED TO TRANSACT THE BUSINESS OF INSURANCE, OR ELIGIBLE TO PROVIDE INSURANCE AS AN EXCESS OR SURPLUS LINES INSURER, IN ONE OR MORE STATES.

KEN ARNESON

Ken Arneson

RESIDENT VICE PRESIDENT

GLOBAL SURPLUS INSURANCE SERVICES, INC.
100 SOUTH WACKER DRIVE, SUITE 1110
CHICAGO, ILLINOIS 60606

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY Ken Arneson
Authorized Representative

GSC 2535

DSM-018533

PCS_INS 0038787

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 19 To Policy No. UB 294-51-31

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Kral ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

HAZARDOUS WASTE FACILITY LIABILITY ENDORSEMENT

1. THIS ENDORSEMENT CERTIFIES THAT THE POLICY TO WHICH THE ENDORSEMENT IS ATTACHED PROVIDES LIABILITY INSURANCE COVERING BODILY INJURY AND PROPERTY DAMAGE IN CONNECTION WITH THE INSURED'S OBLIGATION TO DEMONSTRATE FINANCIAL RESPONSIBILITY UNDER NJAC 7:26-9.13. THE COVERAGE APPLIES AT EPA ID NO. NJD 001340666, DANIEL PRODUCTS COMPANY, 400 CLAREMONT, AVENUE, JERSEY CITY, N.J. 07047, FOR SUDDEN ACCIDENTAL OCCURRENCES. THE LIMITS OF LIABILITY ARE $5,000,000. EXCLUSIVE OF LEGAL DEFENSE COSTS.

2. THE INSURANCE AFFORDED WITH RESPECT TO SUCH OCCURRENCES IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THE POLICY, PROVIDED, HOWEVER, THAT ANY PROVISIONS OF THE POLICY INCONSISTENT WITH SUBSECTIONS (A) THROUGH (E) OF THIS PARAGRAPH 2 ARE HEREBY AMENDED TO CONFORM WITH SUBSECTIONS (A) THROUGH (E):

(A) BANKRUPTCY OR INSOLVENCY OF THE INSURED SHALL NOT RELIEVE THE INSURER OF ITS OBLIGATIONS UNDER THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

(B) THE INSURED IS LIABLE FOR THE PAYMENT OF AMOUNTS WITHIN ANY DEDUCTIBLE APPLICABLE TO THE POLICY, WITH A RIGHT OF REIMBURSEMENT BY THE INSURED FOR ANY SUCH PAYMENT MADE BY THE INSURER. THIS PROVISION DOES NOT APPLY WITH RESPECT TO THAT AMOUNT OF ANY DEDUCTIBLE FOR WHICH COVERAGE IS DEMONSTRATED AS SPECIFIED IN NJAC 7:26:9.13.

(C) WHENEVER REQUESTED BY COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (NJDEP) THE INSURER AGREES TO FURNISH TO THE COMMISSIONER, NJDEP, A SIGNED DUPLICATE ORIGINAL OF THE POLICY AND ALL ENDORSEMENTS.

(D) CANCELLATION OF THIS ENDORSEMENT, WHETHER BY THE INSURER OR THE INSURED, WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY AFTER THE EXPIRATION OF SIXTY (60) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE NJDEP COMMISSION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY Ron Ameson
Authorized Representative

GSC 2535

DSM-018534

ENDORSEMENT

PROTECTIVE NATIONAL INSURANCE CO. OF OMAHA

No. 19 (Cont'd.) To Policy No. UB 294-51-51

Effective Date April 1, 1983

Named Insured Columbia Nitrogen Corporation, Etal ☐ ADDITIONAL

☐ RETURN PREMIUM $ Included

(E) ANY OTHER TERMINATION OF THIS ENDORSEMENT WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY THE EXPIRATION OF THIRTY (30) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE NJDEP COMMISSIONER.

ATTACHED TO AND FORMING PART OF POLICY NO. UB 294-51-51, ISSUED BY PROTECTIVE NATIONAL INSURANCE COMPANY OF OMAHA, HEREIN CALLED THE INSURED, C/O GLOBAL SURPLUS INSURANCE SERVICES, INC., 100 SOUTH WACKER DRIVE, SUITE 1110, CHICAGO, ILLINOIS 60606, TO COLUMBIA NITROGEN CORPORATION, ETAL, OF, P.O. BOX 1483, AUGUSTA, GEORGIA 30913, THIS 7TH DAY OF OCTOBER, 1983. THE EFFECTIVE DATE OF SAID POLICY IS THE 1ST DAY OF JULY, 1983.

I HEREBY CERTIFY THAT THE WORDING OF THIS ENDORSEMENT IS IDENTICAL TO THE WORDING SPECIFIED IN NJAC 7:26-9.1 ET SEQ. AS SUCH REGULATION WAS CONSTITUTED ON THE DATE FIRST ABOVE WRITTEN, AND THAT THE INSURER IS LICENSED TO TRANSACT THE BUSINESS OF INSURANCE, OR ELIGIBLE TO PROVIDE INSURANCE AS AN EXCESS OR SURPLUS LINES INSURER, IN ONE OR MORE STATES.

KEN ARNESON

Ken Arneson

RESIDENT VICE PRESIDENT

GLOBAL SURPLUS INSURANCE SERVICES, INC.
100 SOUTH WACKER DRIVE, SUITE 1110
CHICAGO, ILLINOIS 60606

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

GLOBAL SURPLUS INSURANCE SERVICES, INC.

BY Ken Arneson
Authorized Representative

GSC 2535

DSM-018535

PCS_INS 0038789

EXHIBIT "11"

Replacing AICH2315

ADMIRAL INSURANCE COMPANY
A STOCK COMPANY
(herein called "The Company")

CASUALTY POLICY

A 2 CM 2956

DECLARATIONS

JOHNSON & HIGGINS
OF GEORGIA
INSURANCE
17th Floor-Trust Co. of Ga. Bldg. - ATLANTA, GA.
TELEPHONE 658-1330

NAMED INSURED: Columbia Nitrogen Corp., etal
(Refer to Endorsement #1)
MAILING ADDRESS: P. O. Box 1483
Augusta, GA 30903

POLICY PERIOD: From 4/1/82 To 4/1/83
At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

In consideration of the payment of premium, in reliance upon the statements herein or attached hereto, 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. any one occurrence as respects bodily injury, personal injury or property damage or all combined.

b) $500,000. aggregate.

Item IV. PREMIUM: $120,000.00 (Refer to Endorsements #2 and #31).

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 - Fire Legal Liability Coverage Endorsement
No. 7 - Employee Benefits Liability Insurance Endorsement
No. 8 - Notice of Occurrence
No. 9 - Unintentional Failure to Disclosure
No.10 - Fellow Employee Coverage
No.11 - Additional Insureds

Countersigned On: May 7, 1982
At: Haddonfield, NJ

By: _____
Authorized Representative

DSM-016835

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 exhaustion of its limit of liability; or

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

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

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

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

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

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

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

(7) "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;

(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 requirements necessary to give such Court jurisdiction and all matters 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 Jara J. Duffell, Senior Vice President, the Company, 89 Haddon Avenue, Box 3030, Haddonfield, New Jersey 08033 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 accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking 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 therefore, 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 its 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 any beneficiary hereunder arising out of this contract 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

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 declarations page by a duly authorized representative of the Company

Secretary

President

DSM-016836

PCS_INS 0037608

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

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 as 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 with 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 is 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 (ii).

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) (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;

(cc) 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:

(dd) to bodily injury or property damage arising out of construction maintenance or repair of watercraft or loading or unloading thereof;

(ee) 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;

(ff) 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, maintenande, 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;

(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 sudded and accidental;

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

(h) to bodily injury, 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 (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the Insured or his indemnitee as an owner or lessor described in (2) above;

(i) to any obligation for which the Insured or any carrier as his insurer may be held liable under any 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 to the Named Insured's products or work performed by or on behalf of the Nomed 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 caission work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support theerof. 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 not 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 damand, 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 or 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 or 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 or 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 Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 1 TO POLICY NO A2CM2956 EFFECTIVE DATE 4/1/82
NAMED INSURED Columbia Nitrogen Corp., etal	NAMED INSURED

Columbia Nitrogen Corporation; Nirpo, Inc. DSM; Synres Chemical Corporation, Custom 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

JG-0012 A (3/81)

DSM-016849

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 2 TO POLICY NO. A2CM2956 EFFECTIVE DATE 4/1/82
NAMED INSURID Columbia Nitrogen Corp., etal	PREMIUM COMPUTATION

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
$36,560,500.00	$.3283	$120,000.00

Minimum Annual Premium $ 120,000.00 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 $ N/A as the Minimum Premium.

D - AUDIT PERIOD - Annual

BY. Frederick H. Brown
Authorized Representative

JG-0012 A (3/81)

DSM-016850

PCS_INS 0037622

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 3 TO POLICY NO A2CM2956 EFFECTIVE DATE 4/1/82
NAMED INSURED Columbia Nitrogen Corp., etal	PREMIUM ADJUSTMENT ENDORSEMENT

It is hereby understood and agreed that the premium for this policy shall be paid in installments as follows:

4/1/82 - $36,000.00

6/1/82 - $28,000.00

8/1/82 - $28,000.00

10/1/82 - $28,000.00

BY: Frederick H. Brown
Authorized Representative

JG-0612 A (3/81)

DSM-016851

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 4 TO POLICY NO. AZCM2956 EFFECTIVE DATE 4/1/82
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

JG-0012 A (3/81)

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO. 4 con't. TO POLICY NO. A2CM2956 EFFECTIVE DATE 4/1/82
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;
(z) 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 33 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 33 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 PRODUCTS LIABILITY (Claims or Suits Brought Within the U.S.A. or Canada)

BY: Frederick H. Brown
Authorized Representative

JG-0012 A (3/81)

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 4 con't. TO POLICY NO A2CM2956 EFFECTIVE DATE 4/1/82
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 arising out of the Named Insured's products, 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 (30 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 30 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 despensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

BY Frederick H. Brown
Authorized Representative

JG-0012 A (3/81)

DSM-016854

PCS_INS 0037626

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 4 con't. TO POLICY NO. A2CM2956 EFFECTIVE DATE 4/1/82
NAMED INSURED Columbia Nitrogen Corp., etal	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;
(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 of 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.

BY: Frederick H. Brown
Authorized Representative

JG-0012 A (3/81)

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 5. TO POLICY NO A2CM2956 EFFECTIVE DATE 6/1/82
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

VENDOR(S)	PRODUCTS
All Vendors	Various

BY: Frederick H. Brown
Authorized Representative

JG-0012 A (3/81)

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO. 6 TO POLICY NO A2CM2956 EFFECTIVE DATE 4/1/82
NAMED INSURED Columbia Nitrogen Corp., etal	FIRE LEGAL LIABILITY COVERAGE ENDORSEMENT

It is hereby understood and agreed that the insurance provided by this policy applies to the following:

FIRE LEGAL LIABILITY COVERAGE - REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the Named Insured, including fixtures permanently attached thereto, if such property damage arises out of fire.

A) all of the exclusions of this policy, other than the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:

This insurance does not apply to liability assumed by the Insured under any contract or agreement.

B) The limit of property damage liability as respects this Fire Legal Liability Coverage - Real Property is $50,000. each occurrence unless otherwise stated in the schedule of this endorsement.

C) The Fire Legal Liability Coverage - Real Property 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, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

BY: Frederick H. Brown
Authorized Representative

JG-0012 A (2/81)

DSM-016857

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 7 TO POLICY NO A2CM2956 EFFECTIVE DATE 4/1/82
NAMED INSURED Columbia Nitrogen Corp., etal	EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT

The company agrees with the Named Insured, subject to all of the provisions of the policy not expressly modified herein, as follows:

1. Employee Benefit Liability Coverage. The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of loss sustained by any employee or former employee of the Named Insured, or by the estate, heirs, legal representatives, beneficiaries or assigns of any such employee or former employee, arising out of any act, error or omission occurring in the administration of the Named Insured's employee benefits program; and the Company shall have the right and duty to defend any suit against the Insured seeking such damages, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

EXCLUSIONS

This insurance does not apply:

(A) to any loss or claim arising out of

(1) Discrimination;

(2) Libel, Slander or Humiliation; or

(3) Any Dishonest, Fraudulent, Criminal or Malicious Act;

(B) to any loss or claim arising out of Bodily Injury, or injury to the feelings or reputation of any person, including any mental injury, or injury to or destruction of tangible property, including the loss of use thereof;

(C) to any loss or claim arising out of failure of performance of any contract by an insurer;

(D) to any loss or claim based upon the Insured's failure to comply with any law concerning workmen's compensation, unemployment compensation, social security, or disability benefits;

BY: Frederick H. Brown
Authorized Representative

JG-0012 A (08/81)

DSM-016858

PCS_INS 0037630

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 7 con't. TO POLICY NO A2CM2956 EFFECTIVE DATE 4/1/82
NAMED INSURED Columbia Nitrogen Corp., etal	EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT (Continued)

(E) to any loss or claim based upon

(1) failure of stock or other investments to perform as represented by the Insured;

(2) advice on whether to participate or not participate in any stock subscription plan;

(3) the investment or noninvestment of funds;

(4) financial failure of any plan or program included in the Named Insured's Employee Benefit Program.

II. PERSONS INSURED. Each of the following is an Insured under this insurance to the extent set forth below:

(A) If the Named Insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is 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 such partner or member thereof but only with respect to his liability as such;

(C) If the Named Insured is designated in the Declarations as other than an individual, partnership, or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(D) Any employee of the Named Insured authorized to act in the administration of the Named Insured's Employee Benefits Program, while acting within the scope of his duties in connection therewith;

Provided that the insurance shall not apply to any person included as a fiduciary under the Employee Retirement Income Security Act of 1974, including any amendments and regulations relating thereto, while acting in his capacity as such.

BY: Frederick H. Brown
Authorized Representative

JG-0012 A (3/81)

DSM-016859

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO. 7 con't. TO POLICY NO A2CM2956 EFFECTIVE DATE 4/1/82
NAMED INSURED Columbia Nitrogen Corp., etal	EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT (Continued)

This insurance does not apply to 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 the policy as a Named Insured.

III. LIMITS OF LIABILITY; DEDUCTIBLE. The limit of liability stated in the schedule of this endorsement as applicable to "each claim" is the limit of the Company's liability for all damages included in each claim to which this insurance applies; provided that the term "each claim" includes all claims on account of any loss or losses sustained by any one employee or former employee and the estate, heirs, legal representatives, beneficiaries or assigns of such employee or former employee, as the result of any act, error or omission or combination of related acts, errors or omissions.

Subject to the foregoing provision respecting the limit of liability for "each claim", the Limit of Liability stated in the Schedule as "aggregate" is the total limit of the Company's liability for all damages because of all losses under this insurance.

IV. ENDORSEMENT PERIOD; TERRITORY. The Insurance applies only to loss for which claim is made against the Insured within the United States of America, its territories or possessions, or Canada, during the endorsement period, provided that with respect to any such claims arising out of acts, errors or omissions occurring prior to the effective date of this endorsement, the insurance applies only if on the effective date of this endorsement the Insured did not have knowledge of such prior occurrences or any other circumstances that he knew or ought reasonably to have known might result in a claim under this insurance.

If during this endorsement period the Insured becomes aware of any occurrences or circumstances which might result in a claim or claims under this insurance, and notice thereof is given to the Company as soon as practicable, in accordance with condition 4 (A) of the policy, it is agreed that any subsequent claim arising out of such occurrences or circumstances, whether made during or after the expiration of this endorsement period, shall be treated as a claim made during this endorsement period.

BY. [signature] Authorized Representative

JG 0012 A (3/81)

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 7 con't. TO POLICY NO. A2CM2956 EFFECTIVE DATE 4/1/82
NAMED INSURED Columbia Nitrogen Corp., etal	EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT (Continued)

V. ADDITIONAL DEFINITIONS. When used in reference to this insurance

"ADMINISTRATION" means

(1) Providing interpretations and giving counsel to employees of the Named Insured regarding the Named Insured's Employee Benefits Program;

(2) Handling records in connection with the Named Insured's Employee Benefits Program;

(3) Effecting the enrollment, termination or cancellation of employees under the Named Insured's Employee Benefits Program;

But does not include any act, error or omission of any person, acting in the capacity of a fiduciary under the Employee Retirement Income Security Act of 1974, including any amendments and regulations relating thereto.

"EMPLOYEE BENEFITS PROGRAM" means any of the following employee benefit plans and programs maintained for the benefit of the Named Insured's employees or former employees;

(1) Group Life Insurance, Group Accident and Health Insurance, Employee Pension Plans, Employee Stock Subscription Plans, Profit-Sharing Plans, Workmen's Compensation, Unemployment Compensation, Social Security and Disability Benefits Insurance;

(2) Any employee benefit plan or program described in the schedule of this endorsement;

(3) Any other employee benefit plan or program added to the Named Insured's Employee Benefits Program after the effective date of this endorsement provided that written notice thereof is given to the company within 10 days after the effective date thereof.

BY: Frederick H. Brown
Authorized Representative

JG 0012 A (3/81)

DSM-016861

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 7 con't. TO POLICY NO. A2CM2956 EFFECTIVE DATE 4/1/82
NAMED INSURED Columbia Nitrogen Corp., etal	EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT (Continued)

VI. ADDITIONAL CONDITIONS

Notice of claim, suit, act, error or omission. If any claim is made against the Insured or if the Insured shall learn of any occurrences or circumstances which might result in a claim hereunder, written notice shall be given by or on behalf of the Insured as soon as practicable in accordance with the requirements of Condition 4 (A) of the policy.

SCHEDULE

1. Limits of Liability

$ 500,000.00 each claim
$ 500,000.00 aggregate.

2. Premium - Included in the annual minimum and deposit

3. Insured's Retained Limit:

$25,000.00 any one occurrence

BY: Frederick H. Brown
Authorized Representative

JG-0012 A (3/81)

DSM-016862

PCS_INS 0037634

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 8 TO POLICY NO. A2CM2956 EFFECTIVE DATE 4/1/82
NAMED INSURED Columbia Nitrogen Corp., etal	NOTICE OF OCCURRENCE

It is hereby understood and agreed that in the event of an occurrence, written notice containing particulars sufficient to identify the insured, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company of any of its authorized agents as soon as practicable after notice of the occurrence is receitve by the Insurance Department of the insured.

BY: Frederick H. Brown
Authorized Representative

JG0017 A (3/81)

DSM-016863

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO. 9 TO POLICY NO A2CM2956 EFFECTIVE DATE 4/1/82
NAMED INSURED Columbia Nitrogen Corp., etal	UNINTENTIONAL FAILURE TO DISCLOSE

It is hereby understood and agreed that 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.

BY. Frederick H. Brown
Authorized Representative

JG-0012 A (3-81)

DSM-016864

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 10 TO POLICY NO. A2CM2956 EFFECTIVE DATE 4/1/82
NAMED INSURED Columbia Nitrogen Corp., etal	FELLOW EMPLOYEE COVERAGE

It is hereby understood and agreed that the insurance afforded by this policy shall apply to injury to any employee of an Insured, which is caused by another employee of the Insured, injured in the course of his or her employment by an Insured, which is caused by another employee of an Insured.

BY: Frederick H. Brown
Authorized Representative

JG-0012 A (3/81)

DSM-016865

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 11 TO POLICY NO A2CM2956 EFFECTIVE DATE 4/1/82
NAMED INSURED Columbia Nitrogen Corp., etal	ADDITIONAL INSUREDS

It is hereby 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.

BY: Frederick H. Brown
Authorized Representative

JG-0012 A (3/81)

DSM-016866

PCS_INS 0037638

2016-001140 Record on Appeal 2137

INSURING COMPANY: Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO. 20 TO POLICY NO. A2CM2956
NAMED INSURED: Columbia Nitrogen Corp., etal	EFFECTIVE DATE: 4/1/83
	PREMIUM ADJUSTMENT FOR THE PERIOD: FROM 4/1/82 TO 4/1/83

PREMIUM BASIS

☐ SALES, ☐ RECEIPTS, ☒ PAYROLL, ☐ REVENUE,

☐ PRIMARY PREMIUM, ☐ UNITS; ☐ .....

ADJUSTMENT

☒ Full Term; ☐ Short Term

1. Exposure For The Period $29,969,086.00
   Rate per $100. x .1283
   Earned Premium 38,389.00
   Short Rate Penalty Factor x
   EARNED PREMIUM FOR THE PERIOD: ---------- $38,389.00

2. ☒ Full Term; ☐ Short Term
   POLICY MINIMUM PREMIUM: ---------- $120,000.00

3. Original Premium Billed $ 120,000.00
   Endorsements – No. .....
   TOTAL PREMIUM PREVIOUSLY BILLED: ---------- $120,000.00

4. ☐ Additional; ☐ Return
   PREMIUM DUE HEREWITH: ---------- $No Adjustment
   (The larger of 1. or 2., less 3.)

Date of Issuance: December 20, 1983

By Frederick H. Brown
Authorized Representative

JC-0006 (7/78)

DSM-016867

INSUHING COMPANY ADMIRAL INSURANCE COMPANY (herein called "the Company")	ENDORSEMENT NO 18 TO POLICY NO. A2CM2956 EFFECTIVE DATE 4/1/82
NAMED INSURED Columbia Nitrogen Corp., etal	

THIS IS TO VOID AND SUPERSEDE ENDORSEMENT #12.

In consideration of the premium charged, it is hereby understood and agreed that POLICY TERRITORY as shown on Page 2 of 12 and IV. WORLDWIDE PRODUCTS LIABILITY as shown on Page 2. of Endorsement #4 are amended to read as follows:

Anywhere in the world with respect to coverage provided by the insurance arising out of the Named Insured's operations including products and completed operations, subject to the terms and conditions of this policy.

ALL OTHER PROVISIONS AND STIPULATIONS REMAIN UNCHANGED

Date of Issuance 7/24/82

BY: Frederick H. Brown
Authorized Representative

IG-0012-B (8/80)

DSM-016868

PCS_INS 0037640

INSURING COMPANY ADMIRAL INSURANCE COMPANY (herein called "the Company")	ENDORSEMENT NO. 18 TO POLICY NO. A2CM2956 EFFECTIVE DATE 4/1/82
NAMED INSURED Columbia Nitrogen Corp., etal	

THIS IS TO VOID AND SUPERSEDE ENDORSEMENT #12.

In consideration of the premium charged, it is hereby understood and agreed that POLICY TERRITORY as shown on Page 2 of 12 and IV. WORLDWIDE PRODUCTS LIABILITY as shown on Page 2. of Endorsement #4 are amended to read as follows:

Anywhere in the world with respect to coverage provided by the insurance arising out of the Named Insured's operations including products and completed operations, subject to the terms and conditions of this policy.

ALL OTHER PROVISIONS AND STIPULATIONS REMAIN UNCHANGED

Date of Issuance 7/24/82

BY Frederick H. Brown
Authorized Representative

IG-0012-B (8/80)

DSM-016869

EXHIBIT "12"

Replacing A2CM2956

ADMIRAL INSURANCE COMPANY
A STOCK COMPANY
(herein called "the Company")

CASUALTY POLICY

A 3 CM 3088

DECLARATIONS

NAMED INSURED: Columbia Nitrogen Corp., etal
(Refer to Endorsement #1)

MAILING ADDRESS: P.O. Box 1483
Augusta, GA 30903

POLICY PERIOD: From 4/1/83 To 4/1/84
At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

In consideration of the payment of premium, in reliance upon the statements herein or attached hereto, 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 respcets bodily injury, personal injury or property damage or all combined.

Item III. ADMIRAL'S LIMIT OF LIABILITY:

a) $500,000. any one occurrence as respects bodily injury, personal injury or property damage or all combined.

b) $500,000. aggregate

Item IV. PREMIUM: $107,000.00 (Refer to Endorsements #2 and #3).

Item V. ENDORSEMENTS ATTACHED AT INCEPTION:

Endorsements #1. through #12

Countersigned On: April 28, 1983

At: Cherry Hill, NJ

By: Frederick H. Brown
Authorized Representative

12/80

DSM-016910

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 exhaustion of its limit of liability; or

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

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

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

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

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

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

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

(7) "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;

(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 requirements necessary to give such Court jurisdiction and all matters 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 Jere J Dutlelt, Senior Vice President, the Company, 89 Haddon Avenue Box 3030, Haddonfield, New Jersey 08033 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 accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking 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 therefore, 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 upon whom may be served any lawful process in 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 designate the above-named as the person to whom the said officer is authorized to mail such process or a true 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 declarations page by a duly authorized representative of the Company

Secretary

President

DSM-016911

PCS_INS 0037715

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 SUPPLEMENATRY 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 and 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

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 as 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 subparagraph (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 respect to damages because of bodily injury, personal injury, or property damage arising out of a product which was sold for use or consumption with 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 is 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 operations, 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 (ii).

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) (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;

(cc) 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:

(dd) to bodily injury or property damage arising out of construction maintenance or repair of watercraft or loading or unloading thereof;

(ee) 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;

(b) to bodily injury or property damage arising out of the ownership, maintenance, operations, 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 or 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 bodily of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

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

(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 (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 caused or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the Insured or his indemnitee as an owner or lessor described in (2) above;

(i) to any obligation for which the Insured or any carrier as his insurer may be held liable under any 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 to 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 of 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 caission 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 operation 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 any 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 of; (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 indentify 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 an, 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

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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 or 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 limits 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 or 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 AMDIRAL 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 dies, 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 property 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

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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 adjustement 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 Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO 1 TO POLICY NO A3CM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	NAMED INSURED

Columbia Nitrogen Corporation, Nipro, Inc.; DSM; DSM North America; Synres Chemical Corporation; Custom Chemical and Forton Inc., Daniel Products, 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.

It is further agreed that coverage as respects DSM is limited to the United States, its territories and possessions and Canada.

Frederick H. Brown

BY _____
Authorized Representative

JG-0012 A (3/81)

DSM-016924

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO 2 TO POLICY NO A3CM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	PREMIUM COMPUTATION

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.

PREMIUM COMPUTATION

Estimated Remuneration	Rate per $100. of Remuneration	Total Advance Premium
	$.2927	$107,000.00

Minimum Annual Premium $107,000.00 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 $ N/A as the Minimum Premium.

D - AUDIT PERIOD - Annual

Frederick H. Brown

BY: _____
Authorized Representative

JG-0012 A (3/81)

DSM-016925

PCS_INS 0037729

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO 3 TO POLICY NO A3CM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	PREMIUM INSTALLMENT ENDORSEMENT

It is hereby understood and agreed that the premium for this policy is payable per the following installments:

Due at inception 4/1/83 - $32,000.00

Due 6/1/83 - $25,000.00

Due 8/1/83 - $25,000.00

Due 10/1/83 - $25,000.00

Frederick H. Brown

BY: _____
Authorized Representative

JG0012 A (881)

DSM-016926

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO 4 TO POLICY NO A3CM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	BROAD FORM LIABILITY ENDORSEMENT (Page 1 of 5)

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,

(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;

(z) 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 collective 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 33 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 33 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 PRODUCTS LIABILITY (Claims or Suits Brought Within the U.S.A. or Canada)

It is hereby understood and agreed that the definition of "policy territory" as shown on the GENERAL LIABILITY POLICY Standard Provisions (form JD-0014) is amended to read as follows.

"policy territory" means:

anywhere in the world with respect to damages because of bodily injury or property damage arising out of the Named Insured's product, provided the original suit for such damages is brought within the United States of America, its territories or possessions, or Canada.

V. AUTOMATIC COVERAGE — NEWLY ACQUIRED ENTITIES (30 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 30 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:

(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;

(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 of 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.

XI. FIRE LEGAL LIABILITY COVERAGE — REAL PROPERTY

The Property Damage Liability Coverage applies to property damage to structures or portions thereof rented to or occupied by the Named Insured, including fixtures permanently attached thereto, if such property damage arises out of fire subject to the following additional provisions

(A) With respect to the insurance provided by these provisions, all of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

(1) This insurance does not apply to liability assumed by the Insured under any contract or agreement.

(B) The limit of property damage liability in the declarations of the policy as applicable to "each occurrence" is, as respects this Fire Legal Liability Coverage — Real Property, amended to read $50,000. each occurrence.

(C) 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, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition of the policy is amended accordingly.

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO 5 TO POLICY NO A3CM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	AMENDMENTS TO BROAD FORM LIABILITY ENDORSEMENT

It is hereby understood and agreed that I. 1(a) of ENDORSEMENT #4 - BROAD FORM LIABILITY ENDORSEMENT is deleted in its entirety.

It is further understood and agreed that the V. AUTOMATIC COVERAGE - NEWLY ACQUIRED ENTITIES as shown on Page 3. of ENDORSEMENT #4 - BROAD FORM LIABILITY ENDORSEMENT is amended to read:

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.

It is also further understood and agreed that VI. INCIDENTAL MALPRACTICE COVERAGE of Page 3 of ENDORSEMENT #4 - BROAD FORM LIABILITY ENDORSEMENT is amended to include the following:

"but this exclusion does not apply to nurses employed by the Insured, or First Aid administered by an employee of the Insured."

Frederick H. Brown

BY. _____
Authorized Representative

JG-0012 A (3/81)

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO 6 TO POLICY NO A3CM3088 EFFECTIVE DATE 4/1/83
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

VENDOR(S)	PRODUCTS
All Vendors	Various

Frederick H. Brown

BY. _____
Authorized Representative

JG 0012 A (3/81)

DSM-016932

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 7 TO POLICY NO A3CM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT

The company agrees with the Named Insured, subject to all of the provisions of the policy not expressly modified herein, as follows:

1. Employee Benefit Liability Coverage. The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of loss sustained by any employee or former employee of the Named Insured, or by the estate, heirs, legal representatives, beneficiaries or assigns of any such employee or former employee, arising out of any act, error or omission occurring in the administration of the Named Insured's employee benefits program; and the Company shall have the right and duty to defend any suit against the Insured seeking such damages, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

EXCLUSIONS

This insurance does not apply:

(A) to any loss or claim arising out of

(1) Discrimination;

(2) Libel, Slander or Humiliation; or

(3) Any Dishonest, Fraudulent, Criminal or Malicious Act;

(B) to any loss or claim arising out of Bodily Injury, or injury to the feelings or reputation of any person, including any mental injury, or injury to or destruction of tangible property, including the loss of use thereof;

(C) to any loss or claim arising out of failure of performance of any contract by an insurer;

(D) to any loss or claim based upon the Insured's failure to comply with any law concerning workmen's compensation, unemployment compensation, social security, or disability benefits;

BY Frederick H. Brown
Authorized Representative

JG-0012 A (3/81)

DSM-016933

PCS_INS 0037737

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO. 7 (Con't) TO POLICY NO A3CM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT (Continued)

(E) to any loss or claim based upon

(1) failure of stock or other investments to perform as represented by the Insured;

(2) advice on whether to participate or not participate in any stock subscription plan;

(3) the investment or noninvestment of funds;

(4) financial failure of any plan or program included in the Named Insured's Employee Benefit Program.

II. PERSONS INSURED. Each of the following is an Insured under this insurance to the extent set forth below:

(A) If the Named Insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is 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 such partner or member thereof but only with respect to his liability as such;

(C) If the Named Insured is designated in the Declarations as other than an individual, partnership, or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(D) Any employee of the Named Insured authorized to act in the administration of the Named Insured's Employee Benefits Program, while acting within the scope of his duties in connection therewith;

Provided that the insurance shall not apply to any person included as a fiduciary under the Employee Retirement Income Security Act of 1974, including any amendments and regulations relating thereto, while acting in his capacity as such.

BY Frederick H. Brown
Authorized Representative

JG-0012 A (3-81)

DSM-016934

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 7 (Con't) TO POLICY NO. AJCM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT (Continued)

This insurance does not apply to 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 the policy as a Named Insured.

III. LIMITS OF LIABILITY; DEDUCTIBLE. The limit of liability stated in the schedule of this endorsement as applicable to "each claim" is the limit of the Company's liability for all damages included in each claim to which this insurance applies; provided that the term "each claim" includes all claims on account of any loss or losses sustained by any one employee or former employee and the estate, heirs, legal representatives, beneficiaries or assigns of such employee or former employee, as the result of any act, error or omission or combination of related acts, errors or omissions.

Subject to the foregoing provision respecting the limit of liability for "each claim", the Limit of Liability stated in the Schedule as "aggregate" is the total limit of the Company's liability for all damages because of all losses under this insurance.

IV. ENDORSEMENT PERIOD; TERRITORY. The Insurance applies only to loss for which claim is made against the Insured within the United States of America, its territories or possessions, or Canada, during the endorsement period, provided that with respect to any such claims arising out of acts, errors or omissions occurring prior to the effective date of this endorsement, the insurance applies only if on the effective date of this endorsement the Insured did not have knowledge of such prior occurrences or any other circumstances that he knew or ought reasonably to have known might result in a claim under this insurance.

If during this endorsement period the Insured becomes aware of any occurrences or circumstances which might result in a claim or claims under this insurance, and notice thereof is given to the Company as soon as practicable, in accordance with condition 4 (A) of the policy, it is agreed that any subsequent claim arising out of such occurrences or circumstances, whether made during or after the expiration of this endorsement period, shall be treated as a claim made during this endorsement period.

BY Frederick H. Brown
Authorized Representative

JG 0012 A (3/81)

DSM-016935

PCS_INS 0037739

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 7 (Con't) TO POLICY NO A3CM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT (Continued)

V. ADDITIONAL DEFINITIONS. When used in reference to this insurance

"ADMINISTRATION" means .

(1) Providing interpretations and giving counsel to employees of the Named Insured regarding the Named Insured's Employee Benefits Program;

(2) Handling records in connection with the Named Insured's Employee Benefits Program;

(3) Effecting the enrollment, termination or cancellation of employees under the Named Insured's Employee Benefits Program;

But does not include any act, error or omission of any person, acting in the capacity of a fiduciary under the Employee Retirement Income Security Act of 1974, including any amendments and regulations relating thereto.

"EMPLOYEE BENEFITS PROGRAM" means any of the following employee benefit plans and programs maintained for the benefit of the Named Insured's employees or former employees;

(1) Group Life Insurance, Group Accident and Health Insurance, Employee Pension Plans, Employee Stock Subscription Plans, Profit-Sharing Plans, Workmen's Compensation, Unemployment Compensation, Social Security and Disability Benefits Insurance;

(2) Any employee benefit plan or program described in the schedule of this endorsement;

(3) Any other employee benefit plan or program added to the Named Insured's Employee Benefits Program after the effective date of this endorsement provided that written notice thereof is given to the company within 10 days after the effective date thereof.

BY: _____
Authorized Representative

JG-0012 A (3/81)

DSM-016936

INSURING COMPANY Admiral Insurance Co. (herein called "the Company")	ENDORSEMENT NO 7 (Con't) TO POLICY NO. AJCM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT (Continued)

VI. ADDITIONAL CONDITIONS

Notice of claim, suit, act, error or omission. If any claim is made against the Insured or if the Insured shall learn of any occurrences or circumstances which might result in a claim hereunder, written notice shall be given by or on behalf of the Insured as soon as practicable in accordance with the requirements of Condition 4 (A) of the policy.

SCHEDULE

1. Limits of Liability

$ 500,000.00 each claim
$ 500,000.00 aggregate.

2. Premium - Included in the annual minimum and deposit.

3. Insured's Retained Limit:

$ 25,000.00 any one occurrence

BY. Frederick H. Brown
Authorized Representative

JG-0012 A (3/81)

DSM-016937

PCS_INS 0037741

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO 8 TO POLICY NO. A3CM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	NOTICE OF OCCURRENCE

It is hereby understood and agreed that in the event of an occurrence, written notice containing particulars sufficient to indentify the insured, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company of any of its authorized agents as soon as practicable after notice of the occurrence is received by the Insurance Department of the insured.

Frederick H. Brown

BY _____
Authorized Representative

JG-0012 A (3/81)

DSM-016938

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO 9 TO POLICY NO A3CM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	UNINTENTIONAL FAILURE TO DISCLOSE

It is hereby understood and agreed that 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.

BY Frederick H. Brown
Authorized Representative

JG-0012 A (3/81)

DSM-016939

PCS_INS 0037743

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO 10 TO POLICY NO. A3CM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	FELLOW EMPLOYEE COVERAGE

It is hereby understood and agreed that the insurance afforded by this policy shall apply to injury to any employee of an Insured, which is caused by another employee of the Insured, injured in the course of his or her employment by an Insured, which is caused by another employee of an Insured.

BY Frederick H. Brown
Authorized Representative

JG-0012 A (3811)

DSM-016940

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO 11 TO POLICY NO. A3CM1088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., et al	ADDITIONAL INSUREDS

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

Yeargin Construction Co.

Technical Maintenance, Inc.

New Jersey Economic
Development Authority

Fidelity Union Bank, Trustee

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

Frederick H. Brown

BY. _____
Authorized Representative

JG 0012 A (3/81)

DSM-016941

PCS_INS 0037745

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO 12 TO POLICY NO A3CM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	FELLOW EMPLOYEE COVERAGE

It is hereby understood and agreed that the insurance offorded by this policy shall also apply to any employee of the insured for such employee's liability arising from injury or alleged injury to a fellow employee; while in the course of employment by the insured.

Frederick H. Brown

BY: _____
Authorized Representative

JG-0012 A (3/81)

DSM-016942

INSURING COMPANY Admiral Insurance Company (hereinafter called "the Company")	ENDORSEMENT NO. 13 TO POLICY NO A3CM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	

In consideration of the premium charged, it is hereby understood and agreed that ENDORSEMENT NO. 10 - FELLOW EMPLOYEE COVERAGE is deleted in its entirety.

ALL OTHER PROVISIONS AND STIPULATIONS REMAIN UNCHANGED

Date of Issuance 6/29/83

BY Frederick H. Brown
Authorized Representative

JC-0012-8 (8180)

DSM-016943

PCS_INS 0037747

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO. 14 TO POLICY NO. A3CM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	

In consideration of the premium charged, it is hereby understood and agreed that POLICY TERROTORY as shown on Page 2 of 12 and IV. WORLDWIDE PRODUCTS as shown on Page 2. of ENDORSEMENT NO. 4 are amended to read as follows:

Anywhere in the world with respect to coverage provided by the insurance arising out of the Named Insured's operations including products and completed operations, subject to the terms and conditions of this policy.

ALL OTHER PROVISIONS AND STIPULATIONS REMAIN UNCHANGED

Date of Issuance 6/29/83

BY: Frederick H. Brown
Authorized Representative

IG-0012-B (8/80)

DSM-016944

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO 15 TO POLICY NO A3CM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	ADVERTISING INJURY LIABILITY COVERAGE (Page 1 of 2)

(A) The Company will indemnify the Insured all sums which the Insured shall become legally obligated to pay as damages because of advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the Named Insured's business, within the policy territory.

(B) This insurance does not apply:

(1) to liability assumed by the Insured under any contract or agreement;

(2) to advertising injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the Insured;

(3) to advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, 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.

(4) to advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the Insured with knowledge of the falsity thereof;

(5) to advertising 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 the declarations of the policy as a Named Insured.

(6) to advertising injury arising out of

(a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

BY Frederick H. Brown
Authorized Representative

JG-0012 A (3-81)

INSURING COMPANY Admiral Insurance Company (herein called "the Company")	ENDORSEMENT NO 15 (con't) TO POLICY NO A2CM3088 EFFECTIVE DATE 4/1/83
NAMED INSURED Columbia Nitrogen Corp., etal	ADVERTISING INJURY LIABILITY COVERAGE (Page 2 of 2)

(b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or

(c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.

(7) With respect to advertising injury

(a) to any Insured in the business of advertising, broadcasting, publishing or telecasting, or

(b) to any injury arising out of any act committed by the Insured with actual malice.

(C) LIMITS OF LIABILITY

Regardless of the number of (1) Insureds, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of advertising injury the total limit of the Company's liability under this coverage for all damages shall not exceed the limit of liability stated on Form L203 as "aggregate".

(D) ADDITIONAL DEFINITIONS

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the Named Insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

Date of Issuance: 6/29/83

BY Frederick H. Brown
Authorized Representative

DSM-016946

EXHIBIT "13"

INA

JOHNSON & HIGGINS
OF GEORGIA
INSURANCE
17th Floor Trust Co. of Ga. Bldg. – ATLANTA, GA.
TELEPHONE: 658-1330

PHILADELPHIA, PENNSYLVANIA

EXCESS BLANKET CATASTROPHE LIABILITY POLICY

A Stock Insurance Company, herein called INA

In consideration of the premium to be paid, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the Named Insured as follows:

INSURING AGREEMENT

Coverage A—Personal Injury Liability

Coverage B—Property Damage Liability

Coverage C—Advertising Liability

INA will indemnify the Insured for ultimate net loss in excess of the retained limit hereinafter stated which the Insured shall become legally obligated to pay as damages because of

A. personal injury or
B. property damage or
C. advertising injury

to which this insurance applies, caused by an occurrence, and

(1) With respect to any personal injury, property damage or advertising injury not within the terms of the coverage of underlying insurance but within the terms of coverage of this insurance; or

(2) If limits of liability of the underlying insurance are exhausted because of personal injury, property damage or advertising injury during the period of this policy

INA will

(a) have the right and duty to defend any suit against the Insured seeking damages on account of such personal injury, property damage or advertising 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 INA shall not be obligated to pay any claim or judgment or to defend any suit after INA's limit of liability has been exhausted by payment of judgments or settlements;

(b) in addition to the amount of ultimate net loss payable

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

(ii) pay premiums on appeal bonds required in any suit, premium 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 but INA shall have no obligation to apply for or furnish any such bonds;

(iii) pay reasonable expenses incurred by the Insured at INA's request in assisting INA in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed $50 per day

In jurisdictions where INA may be prevented by law or otherwise from carrying out this agreement, INA will indemnify the Insured for such expense incurred with its written consent in accordance with this provision.

PERSONS OR ENTITIES INSURED

(1) The Named Insured is the organization(s) named in the declarations of this policy and includes

(a) any subsidiary company (including subsidiaries thereof) and any other company under their control and active management at the inception date of this policy;

(b) new organizations acquired by the Named Insured during the policy period, through consolidation, merger, purchase of the assets of, or assumption of control and active management; provided such acquisition or assumption is reported to INA within 60 days after it is effected and provided further such acquisition is endorsed on this policy.

(c) if the Named Insured in the declarations is a partnership or joint venture, any partner or member thereof is included as a Named Insured but only with respect to his liability as a partner or member of such partnership or joint venture.

(2) Each of the following is an Insured under this policy to the extent set forth below:

(a) any person, organization, trustee or estate to whom or to which the Named Insured is obligated by virtue of a written contract or permit to provide insurance such as is afforded by the terms of this policy, but only with respect to operations by or on behalf of the Named Insured or to facilities of or facilities used by the Named Insured and then only to the extent of the coverage required by such contract and for the limits of liability specified in such contract, but in no event for insurance not afforded by this policy nor for limits of liability in excess of the applicable limits of liability of this policy;

(b) at the option of the Named Insured and subject to the terms of the coverage of this insurance, any additional insured(s) included in the underlying insurance listed in Schedule A, but only to the extent that insurance is provided for such additional insured(s) thereunder;

(c) except with respect to the ownership, maintenance or use, including loading or unloading, of automobiles or aircraft,

(i) any officer, executive, employee, director or stockholder of the Named Insured while acting on behalf of such Named Insured, (ii) any person or organization while acting as real estate manager for the Named Insured,

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PERSONS OR ENTITIES INSURED
(continued)

(d) any person while using, with the permission of the Named Insured, any automobile or aircraft owned by, loaned to or hired for use by or on behalf of the Named Insured and any person or organization legally responsible for the use thereof, provided the actual operation or other actual use is within the scope of such permission, and any officer, director or stockholder of the Named Insured with respect to the use of an automobile or aircraft not owned by the Named Insured but only while such automobile or aircraft is being used in the business of the Named Insured. The insurance with respect to any person or organization other than the Named Insured does not apply under this paragraph (d),

(i) to any person or organization, or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place;

(ii) to any automobile or aircraft hired by or loaned to the Named Insured, to the owner or a lessee (of whom the Named Insured is a sub-lessee) thereof other than the Named Insured, or to any agent or employee of such owner or lessee;

(iii) to any manufacturer of aircraft, aircraft engines or aviation accessories, or any aviation sales, service or repair organization or airport or hangar operator or their respective employees or agents.

[redacted]

RETAINED LIMIT—INA'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 personal injury, property damage, or advertising injury, INA's liability is limited as follows:

With respect to personal injury, property damage or advertising injury, or any combination thereof, INA's liability shall be only for the ultimate net loss in excess of the Insured's retained limit defined as the greater of

(a) an amount equal to the limits of liability indicated beside the underlying insurance listed in Schedule A hereof, plus the applicable limits of any other underlying insurance collectible by the Insured, or

(b) the amount specified in Item 3. of the Limits of Liability section of the declarations because of personal injury, property damage or advertising injury not within the terms of the coverage of the underlying insurance listed in Schedule A.

and then for an amount not exceeding the amount specified in Item 1. of the Limits of Liability section of the declarations arising out 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 the liability of INA, because of either the products hazard or the completed operations hazard, or both combined, arising out of all occurrences during each policy year shall not exceed the amount specified in Item 2. of the Limits of Liability section of the declarations

If the aggregate limits of liability of the underlying insurance listed in Schedule A are reduced or exhausted because of personal injury, property damage or advertising injury during the period of this policy, INA will, subject to INA's limit of liability stated above, continue such coverage as is afforded by such listed underlying insurance for the remainder of the policy year of such underlying insurance in excess of the reduced or exhausted limits.

For the purpose of determining the limits of INA's liability, (1) all personal 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, and (2) with respect to advertising injury, all injury arising out of any advertisement, publicity article, broadcast or telecast or any combination thereof involving the same injurious material or act, regardless of the frequency of repetition thereof or the number or kind of media used, whether claim is made by one or more persons, shall be deemed to arise out of one occurrence

POLICY PERIOD, TERRITORY

This policy applies to personal injury, property damage or advertising injury which occurs anywhere during the policy period.

EXCLUSIONS

This policy does not apply:

(a) 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,

(b) to property damage to (1) property owned by the Insured, or (2) the Insured's products arising out of such products or any part of such products, or (3) 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;

(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 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,

(d) to damages claimed for the withdrawal, inspection, repair, replacement or loss of the 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,

(e) to advertising injury resulting from (1) failure of performance of contract, (2) infringement of trade mark, service mark or trade name by use thereof as the 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, (3) incorrect description of any article or commodity, or (4) mistake in advertised price;

(f) to property damage in accordance with the provisions of the property damage exclusion endorsement attached hereto,

(g) as respects parts (b), (c), and (d) of the definition of personal injury, to injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the Named Insured,

(h) as respects part (c) of the definition of personal injury, to injury arising out of any publication or utterance, 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 policy;

(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.

DSM-018538

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"advertising injury" means libel, slander, defamation, infringement of copyright, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights of privacy, arising out of the Insured's advertising activities.

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

"completed operations hazard" includes 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 Insured "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

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

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

(c) 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 personal injury or property damage arising out of (1) 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, (2) the existence of tools, uninstalled equipment or abandoned or unused materials,

"damages" means only those damages which are payable because of personal injury, property damage or advertising injury to which this insurance applies and includes damages for (1) death and for care and loss of services resulting from personal injury, (2) loss of use of property resulting from property damage, and (3) advertising injury;

"Insured" means any person or organization qualifying as an Insured under the Persons or Entities Insured section of this policy. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of INA's liability;

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

"Named Insured" means the organization(s) named in the declarations of this policy,

The word "Insured" includes the Named Insured,

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

"personal injury" means, (a) bodily injury; (b) false arrest, detention or imprisonment or malicious prosecution, (c) 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 when any of the foregoing of this part (c) arises from publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Named Insured, (d) wrongful entry or eviction, or other invasion of the right of private occupancy; (e) assault and battery not committed by or at the direction of the Insured, unless committed for the purpose of protecting persons or property,

"products hazard" includes bodily injury and property damage arising out of the 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 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;

"ultimate net loss" 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 INA, after making proper deduction for all recoveries and salvages collectible, but excludes all loss expenses and legal expenses (including attorneys' fees, court costs and interest on any judgment or award) and all salaries of employees and office expenses of the Insured, INA or any underlying insurer so incurred.

CONDITIONS

1. Premium

The premium for this policy shall be as stated in the Declarations.

If the premium as stated in the declarations is an advance premium, it shall be computed in accordance with the premium computation endorsement attached to the policy If the Named Insured includes more than one person, partnership or organization they shall be jointly and severally liable for the premium for this policy.

2. Inspection and Audit

INA shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither INA'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 INA may examine and audit the 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) In the event of an occurrence, reasonably likely to exceed the retained limit, 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 INA or any of its authorized agents as soon as practicable.

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

(c) The Insured shall cooperate with INA and upon INA's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of personal injury or property damage or advertising injury 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; however, if the amount of ultimate net loss becomes certain either through final court judgment or agreement among the Insured, the claimant and INA, then, the Insured may pay the amount of ultimate net loss to the claimant to effect settlement and, upon submission of due proof thereof, INA shall indemnify the Insured for that part of such payment which is in excess of the retained limit, or, INA will, upon request of the Insured, make such payment to the claimant on behalf of the Insured.

(d) The Named Insured shall promptly reimburse INA for any amount of ultimate net loss paid on behalf of any Insured within the retained limit.

(e) As this policy is excess insurance, the Insured warrants that coverage under the uninsured motorist laws will be maintained during the policy period. It is agreed that the Named Insured shall promptly reimburse INA for any amount of ultimate net loss paid on behalf of any Insured as respects any payment made under an uninsured motorist law, or any similar law.

4. Appeals

If the Insured or the Insured's underlying insurer elects not to appeal a judgment in excess of the retained limit, INA 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 INA for ultimate net loss exceed the amount specified in the Limits of Liability section of the Declarations plus the taxable costs, disbursements and interest incidental to such appeal.

5. Action Against INA

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

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

5. Other Insurance

If collectible insurance with any 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 INA's limit of liability provided in this policy.

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

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

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

7. Subrogation

In the event of any payment under this policy, INA shall be subrogated to all the Insured's rights of recovery therefor against any person or organization, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. 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 INA's limit of liability hereunder shall be reimbursed first to the extent of actual payment. INA 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 INA, it shall bear the expenses thereof.

8. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop INA 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.

9. Assignment

Assignment of interest under this policy shall not bind INA until its consent is endorsed hereon; if, however, the Named Insured shall die, or be adjudged bankrupt or insolvent, such insurance as is afforded by this policy shall apply (a) to the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of his duties as such, and (b) with respect to the property of the Named Insured, to the person having proper temporary custody thereof, as Insured, but only until the appointment and qualification of the legal representative.

10. Three Year Policy

If this policy is issued for a period of three years, the limits of INA's liability shall apply separately to each consecutive policy year thereof.

11. Maintenance of Underlying Policies

The Named Insured shall maintain the underlying policies (and renewals thereof) with limits of liability as stated in Schedule A in full effect during this policy period, except for any reduction or exhaustion of the aggregate limit or limits contained in such policies solely by payment of claims arising out of occurrences which happen during this policy period. Failure of the Named Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure INA shall be liable only to the extent that it would have been liable had the Named Insured complied therewith.

The Named Insured shall give INA written notice as soon as practicable of any change in the scope of coverage or in the amount of limits of insurance under any underlying policy, and of the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's liability.

12. Cancellation

This policy may be cancelled by the Named Insured by surrender thereof to INA or any of its authorized agents or by mailing to INA written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by INA by mailing to the Named Insured at the address shown in this policy written notice stating when, not less than thirty days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient 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 INA 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 INA cancels, earned premium shall be computed pro rata. When this policy insures more than one Named Insured cancellation may be effected by the first named of such Named Insureds for the account of all Insureds. Notice of cancellation by INA to the first named Named Insured shall be deemed notice to all Insureds and payment of any unearned premium to such first named Named Insured shall be for the account of all Insureds. 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. Acceptance

By acceptance of this policy, the Insured agrees that this policy embodies all agreements existing between himself and INA or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the INSURANCE COMPANY OF NORTH AMERICA has caused this policy to be signed by its President and a Secretary at Philadelphia, Pennsylvania, and countersigned on the Declarations page by a duly Authorized Agent of the Company.

Harry E. Hoyt
HARRY E. HOYT, Secretary

Wilson H. Taylor
WILSON H. TAYLOR, President

DSM-018540

PCS_INS 0139047

INA INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

EXCESS BLANKET CATASTROPHE LIABILITY POLICY	DECLARATIONS

XBC 154369

Named Insured: Columbia Nitrogen Corporation, etal
(See Named Insured Endorsement)
Address: P.O. Box 1483
Augusta, Georgia 30913

Policy Period: From April 1, 1984 to April 1, 1985 12:01 A.M., standard time at the address of the Named Insured as stated herein.

Audit Period: Annual, unless otherwise stated Not Subject

Endorsements attached to policy at inception: Nuclear Energy Liability Exclusion
LC1012
LD3275
GL176
CC1E15

LIMITS OF LIABILITY

INA'S LIMIT OF LIABILITY:

ITEM 1. $ 50,000,000. arising out of any one occurrence because of personal injury, property damage or advertising injury or any combination thereof.

ITEM 2. $ 50,000,000. arising out of all occurrences during each policy year because of the products hazard, or the completed operations hazard, or both combined.

INSURED'S RETAINED LIMIT:
Underlying Insurance, or

ITEM 3. $ 10,000. because of personal injury, property damage or advertising injury arising out of any one occurrence not within the terms of coverage of underlying insurance but within the terms of the coverage of this insurance.

PREMIUM COMPUTATION

Estimated	Rate per	Total Advance Premium
	Flat Charge	$59,350.

MINIMUM PREMIUM $ 59,350.

In the event of cancellation by the Named Insured, INA shall receive and retain not less than $ 29,650. Minimum Retention

PC-550 4-23-84 ,gm

Countersigned By _____ Authorized Agent

LC-1370 7/73 Prtd. in U.S.A.

DSM-018541

INA

SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE A

POLICY NO. XDC 154369

It is agreed by the Insured that the following underlying insurance is in force as collectible insurance at inception of this policy for the limits of liability stated hereafter.

	Type of Policy	Applicable Limits
(a)	Standard Workmen's Compensation & Employers Liability or Stop Gap EL State of N.J. Mfgrs. 4-1-84 to 4-1-85	Coverage B — Employers Liability or Stop Gap $ 100,000. per accident
(b)	General Liability Home Indemnity Company 4-1-84 to 4-1-85	Bodily Injury Liability & Property Damage Liability or any combination thereof: $ 500,000. each occurrence As respects Bodily Injury Liability $ 500,000. aggregate product/completed operations As respects Property Damage Liability $ 500,000. aggregate premises-operations $ 500,000. aggregate protective $ 500,000. aggregate products/completed operations $ 500,000. aggregate contractual
(c)	Automobile Liability Employers of Wausau 4-1-84 to 4-1-85	Bodily Injury Liability & Property Damage Liability or any combination thereof: $ 500,000. each occurrence
(d)	Aircraft Lability USAIG 10-21-83 to 10-21-84	Bodily Injury Liability, Passenger Liability & Property Damage Liability or any combination thereof: $50,000,000. each accident
(e)	Excess Worker's Compensation and Employers Liability State of Ga. Northwest National Ins. Co. 8-24-83 to 8-23-84	$5,000,000. per occurrence in excess of $250,000. per occurrence self-insured retention.

$500,000

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DSM-018542

PCS_INS 0139049

INA

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

01

Named Insured	
Effective	Policy Number XBC 154369
Issued By (Name of Insurance Company)	

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

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

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

It is agreed that,

I The policy does not apply

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

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

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

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

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

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

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

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

II As used in this endorsement

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

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

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

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

"waste" means any waste material (a) 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 (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility,

"nuclear facility" means

(a) any nuclear reactor,

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

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

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

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

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

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

Anthony W. Reynolds

Authorized Agent

IC 1012a (Ed. 7-1-68) Printed in U.S.A.

DSM-018543

PROPERTY DAMAGE EXCLUSION ENDORSEMENT

(Excess Policy Forms Only)

Broad Form Property Damage Including Completed Operations #2

Named Insured _____

Effective _____ Policy No. XBC 154369

Issued by _____
(Name of Insurance Company)

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

Endorsement No. 2

In accordance with the provisions of Exclusion (f), this policy does not apply:

(f) to property damage

(1) to property occupied by or rented to the Insured, or to property held by the Insured for sale or entrusted to the Insured for storage or safekeeping.

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

(i) 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,

(ii) tools or equipment while being used by the Insured in performing his operations,

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

(iv) that particular part of any property, not on premises owned by or rented to the Insured,

(aa) 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

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

(cc) 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;

(v) property which is being transported by the Insured by automobile, mobile equipment or team, including the loading or unloading thereof.

It is agreed:

That part (3) of exclusion (b) is amended to read

(3) work performed by the Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

That the following additional exclusion is added

(j) The insurance afforded by this endorsement and the policy 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, Builders Risk Coverage or Installation Risk Coverage, only if such property insurance is listed in the Schedule of Underlying Insurance made a part of this policy.

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DSM-018544

PCS_INS 0139051

INA

Named Insured			Endorsement Number
			3
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XBC	154369		
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

PENSION TRUST AND EMPLOYEE BENEFITS LIABILITY EXCLUSION

It is agreed that this policy does not apply to any liability arising out of any act, error or omission or breach of duty of any Insured subject to the Employee Retirement Income Security Act of 1974, with respect to their duties under any pension or employee benefit plan.

Anthony W. Reynolds

Authorized Agent

CC-3E15 Ptd. In U.S.A.

ORIGINAL

DSM-018545

INA

Named Insured			Endorsement Number
			4
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XBC	154369		
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

PAY ON BEHALF OF ENDORSEMENT

It is agreed that the first part of the first sentence of the Insuring Agreement of the Policy wording: "INA will indemnify the Insured for ultimate net loss ..." is deleted and is replaced by the following words: "INA will pay on behalf of the Insured for ultimate net loss..."

Anthony W. Reynolds

Authorized Agent

CC-1E15 Ptd. in U.S.A

ORIGINAL

DSM-018546

PCS_INS 0139053

INA

Named Insured			Endorsement Number
			5
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XBC	154369		
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

"AS BROAD AS PRIMARY" ENDORSEMENT"

It is agreed that in the event of a loss which is insured by an underlying policy listed in Schedule A attached to this policy, the excess of which would be insured by this policy except for the terms conditions and exclusions (other than the exclusions set forth below) of this policy this is amended to follow the terms, conditions and exclusions of the applicable underlying policy in respect of such loss except that this policy is additionally subject to the following exclusions:

1. Nuclear Energy Liability Exclusion
2. ERISA Exclusion

whether such exclusion appears within the text of this policy as a separate endorsement to this policy.

Anthony W. Reynolds

Authorized Agent

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ORIGINAL

DSM-018547

INA

Named Insured			Endorsement Number
			6
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
KBC	154369		
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

DELETION OF EXCLUSION (a) ENDORSEMENT

It is agreed that exclusion (a) of the policy is deleted as respects the State of Georgia and such insurance as is afforded by this policy follows the terms, conditions and exclusions of Northwest National Insurance Company's Excess Workers Compensation policy referred to in the Schedule of Underlying Insurances.

Anthony W. Reynolds

Authorized Agent

CC-1E35 Ptd. in U.S.A.

ORIGINAL

DSM-018548

PCS_INS 0139055

Named Insured			Endorsement Number
Columbia Nitrogen Corporation			7
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XBC	154369	4-1-84 to 4-1-85	4-1-84
Issued By (Name of Insurance Company)			
Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

It is agreed that the Named Insured shown under Item #1 of the Declarations is amended to read as follows:

Columbia Nitrogen Corporation, Nipro, Inc; DSM; DSM North America; Synres Chemical Corporation; Custom Chemical; Urachem, Inc.; Silverlake, Inc., and Forton Inc., Daniel Products, 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.

It is further agreed that coverage as respects DSM is limited to the United States, its territories and possessions and Canada.

PC-550
SO-514
J&H of GA
#110221

5-21-84/tlb

Anthony W. Reynolds

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CC-1E15 Ptd. in U.S.A.

ORIGINAL

DSM-018549

Named Insured			Endorsement Number
Columbia Nitrogen Corporation			8
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XBC	154369	4-1-84 to 4-1-85	4-1-84
Issued By (Name of Insurance Company)			
Insurance Company of North America			

Insert the policy numbers. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

It is agreed that coverage is afforded by this policy for aircraft liability where assumed by contract.

It is further agreed that:

1) as respects non-owned aircraft coverage employees are included as additional insureds,
2) the word "policy" is inserted in between the words "this" and "is" at the beginning of line 5 of Endt. #5,
3) the word "or" is inserted in between the words "policy" and "as" toward the end of line 10 of Endt. #5.

Anthony W. Reynolds

Authorized Agent

5-21-84/tlb

CC-1E19 Ptd. in U.S.A.

ORIGINAL

DSM-018550

PCS_INS 0139057

Named Insured			Endorsement Number
Columbia Nitrogen Corporation			9
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XBC	154369	4-1-84 to 4-1-85	4-1-84
Issued By (Name of Insurance Company)			
Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

It is agreed that the following are added to this policy as additional insureds:

1) Fidelity Union Bank
765 Broad Street, Newark, New Jersey 07101 as their interest may appear;

2) New Jersey Economic Development Authority
P.O. Box 1446, Trenton, New Jersey 08625 as their interest may appear;

3) Yeargin Construction Company as respects operations performed on behalf of the Named Insured;

4) Technical Maintenance, Inc. as respects operations performed on behalf of the Named Insured.

PC-550
SO-514
J&H Of GA
5-21-84/tlb

Anthony W. Reynolds
Authorized Agent

CC-1E13 Ptd. in U.S.A.

ORIGINAL

DSM-018551

Named Insured			Endorsement Number
Columbia Nitrogen Corp.			10
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XBC	154369	4-1-84/85	4-1-84
Issued By (Name of Insurance Company)			
Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

In consideration of an additional premium of $250., it is agreed that the policy defintion of Personal Injury is amended to include the following:

"racial, religious, sex or age discrimination (unless insurance therefor is prohibited by law), not committed by or at the direction of the Insured, but only with respect to liability other than for fines and penalties imposed by law."

It is further agreed that coverage shall not apply to Aircraft Liability:
1) for the owner of any hired aircraft as his interest may appear;
2) where assumed by contract

unless such liability is covered by valid and collectible insurance as listed in the Schedule of Underlying Insurance for the full limit shown therein.

PC-550
SO-514
110221
6-28-84dw

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Authorized Agent

CC-1E15 Ptd. In U.S.A.

ORIGINAL

DSM-018552

PCS_INS 0139059

Named Insured			Endorsement Number
Columbia Nitrogen Corporation			11
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XBC	154369	4-1-84 to 4-1-85	8-31-84
Issued By (Name of Insurance Company)			
Insurance Company of North America			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

It is agreed that DSM Resins U.S., Inc. is included under the policy as an additional Named Insured.

PC-550
S/O 514
#110221 Johnson & Higgins of Ca.
11/20/84, am

Anthony W Reynolds
Authorized Agent

CC-3E15 Ptd. in U.S.A.

ORIGINAL

DSM-018553

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF CHARLESTON) CASE NO: 11-CP-10-387
)
PCS Nitrogen, Inc.,)
)
Plaintiff,)
)
v.)
)
Continental Casualty Company, *et al.*,)
)
Defendants.)

PLAINTIFF PCS NITROGEN, INC.'S OMNIBUS MEMORANDUM OF LAW IN OPPOSITION TO DEFENDANTS' SUMMARY JUDGMENT MOTIONS

FILED
2015 OCT -9 PM 3:33
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I. INTRODUCTION

PCS brought this insurance coverage action against the insurers of Columbia Nitrogen Company ("CNC") for liabilities arising out of Old CNC's operations. Although PCS Nitrogen never owned or operated the Ashley Site that is the subject of this action, PCS is being held liable as successor to Old CNC based solely on the actions of Old CNC. These Old CNC operations for which PCS is now being held liable are the very activities that the Insurers agreed to insure. Through the pending motions, the Insurers seek a windfall by avoiding the coverage they agreed to provide.

The Insurers motions for summary judgment should be denied. The Insurers raise two theories under which they seek to avoid their coverage obligations, both of which fail. First, the Insurers argue that PCS has no rights under the policies issued to Old CNC. The Insurers are wrong. Not only is there a valid assignment of the Old CNC policies, but, even if there were not, there is a fact question regarding whether PCS is the successor by merger to Old CNC (the federal district court so found), which would give PCS the same rights to the policies as Old CNC. Second, the Insurers argue that the "pollution exclusion" precludes coverage. Once again, the Insurers are wrong. Some of the policies lack pollution exclusions. For the remaining policies, there are two separate and distinct issues—the duty to defend and the duty to indemnify. As to the duty to defend, the insurers cannot meet their heightened burden to show no potential for coverage. With respect to the duty to indemnify, well-settled South Carolina law regarding the pollution exclusion at issue coupled with the decision of the federal district court show that genuine issues of material fact remain that preclude summary judgment.

II. MOTIONS AT ISSUE

Through this Omnibus Memorandum, PCS responds to the following summary judgment motions and joinders:

- United States Fire Insurance Company and Continental Casualty Company's Motion for Summary Judgment (Pollution Exclusion). The Memorandum in Support is incorporated by the other moving defendants. It is hereinafter referred to as "Lead Poll. Mem."

- Continental Casualty Company's Motion for Summary Judgment (Corporate Succession). The Memorandum in Support is incorporated by the other moving defendants. It is hereinafter referred to as "Lead Succ. Mem."

- The ACE Defendants' Motion for Summary Judgment and Memorandum of Law in Support, which incorporates the Lead Poll. Mem. and Lead Succ. Mem. The ACE Memorandum is hereinafter referred to as "ACE Mem."

- Notice of Joinder by Defendant Providence Washington Insurance Company (Corporate Succession). The Notice incorporates the Lead Succ. Mem. The Providence Washington Succession Joinder is hereinafter referred to as "Prov. Wash. Succ. Join."

- Notice of Joinder by Lexington Insurance Company (Corporate Succession). The Notice incorporates the Lead Succ. Mem. The Lexington Succession Joinder is hereinafter referred to as "Lex. Succ. Join."

- Motion for Summary Judgment on behalf of Defendants Stonewall Insurance Company and Republic Insurance Company (Pollution and Succession), which incorporates the Lead Poll. Mem. and Lead Succ. Mem. The Stonewall and Republic Motion is hereinafter referred to as "Stonewall MSJ."

- Motion for Summary Judgment on behalf of Certain Underwriters at Lloyd's, London, Certain Aviva Companies, Certain Winterthur Companies, New London Reinsurance Company Limited, and the Scottish Lion Insurance Company (Pollution and Succession), which incorporates the Lead Poll. Mem. and Lead Succ. Mem. The motion of Certain Underwriters, et al., is hereinafter referred to as "Lloyd's MSJ."

- Admiral Insurance Co.'s Motion for Summary Judgment (Pollution and Succession), which incorporates the Lead Poll. Mem. and Lead Succ. Mem. Admiral's Motion is hereinafter referred to as "Admiral MSJ."

- Defendant First State Insurance Company's Joinder in Motions Seek Summary Judgment Against Plaintiff, which incorporates the Lead Poll. Mem. and Lead Succ. Mem. First State's Joinder is hereinafter referred to as "First State Join."

- Certain London Market Insurers Joinder Motion for Summary Judgment (Pollution and Succession), which incorporates the Lead Poll. Mem. and Lead Succ. Mem. Certain London Market Insurers' motion is hereinafter referred to as "London MSJ."

III. COUNTERSTATEMENT OF FACTS

PCS presents below its counterstatement of the facts, limited to those facts necessary for this opposition.

A. Corporate Succession

Through their motions, *none* of the Insurers disputes the fact that they agreed to insure the activities of Old CNC. *See generally* Lead Succ. Mem. Nor is there any dispute that the types of claims at issue in *Ashley II* trigger the Insurers' policies, or that PCS is being held liable for Old CNC's conduct. *See generally* Lead Succ. Mem. And, all parties agree that PCS is the successor-by-merger to CNC Corp. ("New CNC"). Lead Succ. Mem. at 4. The question, then, is limited to whether New CNC obtained rights under the policies the Insurers issued to Old CNC. If the answer is yes, then no one disputes that PCS would have rights under the Old CNC policies. The material facts necessary to such a determination are limited.

First, New CNC obtained a valid assignment of all rights that Old CNC had under its policies. Specifically, Old CNC assigned all of its rights under the policies at issue to New CNC by assignment dated November 3, 1986. Ex. 1 (PCS_INS 0040194).

Second, separately from the assignment, PCS has been found as a matter of fact to be the successor to Old CNC. As part of the *Ashley II* litigation, the district court held a trial focused solely on whether PCS was the successor to Old CNC (or, more precisely, given that there was never a dispute that PCS was the successor to New CNC, whether New CNC was the successor to Old CNC). *Ashley II of Charleston, LLC v. PCS Nitrogen, Inc.*, No. 2:05-cv-2782-CWH, 2007 WL 2893372, *1 (Sept. 28, 2007) (attached as Ex. 2). The district court held a three-day bench trial. *Id.* After "gauging the credibility of the witnesses, and reviewing the exhibits, the evidence presented, and the briefs submitted by the parties," the district court issued findings of fact and conclusions of law. *Id.*

The district court concluded that New CNC (and, therefore, PCS) was the successor to Old CNC on multiple grounds. As is relevant here, the district court found that "there was a consolidation or merger between [O]ld CNC and [N]ew CNC." *Id.* at *10.

The issue was appealed to the United States Court of Appeals for the Fourth Circuit. *PCS Nitrogen, Inc. v. Ashley II of Charleston LLC*, 714 F.3d 161 (4th Cir. 2013). The Fourth Circuit affirmed that New CNC (and, therefore, PCS) was the successor to Old CNC on other grounds, but did not address, in any way, the district court's finding that there was consolidation or merger between Old CNC and New CNC. 714 F.3d at 176.

B. Pollution Exclusion

1. *The Amended Complaint*

The Insurers gloss over the fact that Ashley filed a First Amended Complaint against PCS. While the initial Complaint focused on pyrite, the First Amended Complaint does not allege that Old CNC used pyrite, at all. Ex. 3 (First Amend. Compl.). Rather, the First Amended Complaint has a single paragraph related to Old CNC's operation of a fertilizer plant (¶ 24), and

the remaining paragraphs relate to the use of contaminated fill (¶ 25), demolition activities (¶ 26), and dispersal of materials through grading (¶ 27).

2. *The Ashley Findings*

The district court's findings regarding Old CNC's conduct are set forth in *Ashley II of Charleston, LLC v. PCS Nitrogen, Inc.*, 791 F. Supp. 2d 431 (D.S.C. 2011). The Insurers' motions spin the findings of that decision in an effort to support their defense of the pollution exclusion.

For example, the Insurers assert that the "routine dumping and discharges for which PCS was held liable include: . . . Acid pipes that regularly leaked." Lead Poll. Mem. at 19. The district court did not so hold. Rather, the district court held Old CNC did not experience the same regular leaks as the prior owner of the plant. "CNC implemented new procedures not used by Planters to address acid leaks from pipes. When pipes leaked, [an employee] was called to address the problem immediately and if he was not available, the plant was shut down." 791 F. Supp. 2d at 449 (¶ 63). In other words, the district court did not find that pipe leaks were "regular" during Old CNC's operation of the facility. Rather, if leaks occurred, they were immediately identified and repaired. If they could not be repaired, the entire plant shut down.

The Insurers also assert that the demolition activity at the site—which the district court found to be a "main factor" contributing to the cost of remediation (*Id.* at 489)—was part of Old CNC's "routine dumping and discharges." Lead Poll. Mem. at 19. Such activities were neither "routine" nor part of Old CNC's business operations. Rather, Old CNC's "routine" business was manufacturing fertilizer, and that business ceased in 1972 (though Old CNC's ownership of the site continued). 791 F. Supp. 2d at 448 (¶ 55). Indeed, the initial demolition at the site occurred in 1971 and 1972 to clear debris caused as a result of a "severe wind storm." *Id.* at 450 (¶ 69). That wind storm "resulted in air dispersion of contaminated roof dust, the finished fertilizer

product, and chemicals." *Id.* (¶ 69). Following the wind storm, the acid plant was demolished, which the court described as follows:

> Demolition involved dismantling and washing out the acid chambers and acid towers, and excavating the acid tank and associated piping. Heavy equipment was required to demolish and remove the structures, and to remove the pilings on which the structure was built. Demolition of the plant would have disturbed the subsurface soil to a depth of at least two feet. Underground piping was dug out with an excavator by digging a trench right over the pipe or next to it and removing the pipe to a staging area.

Id. (¶ 70). With respect to Old CNC's discharge of acidic lead sludge, the district court found that Old CNC treated the sludge with soda ash to attempt to neutralize it. *Id.* at 451 (¶78). Old CNC even tested that sludge with litmus paper to make sure it was neutralized. *Id.* at 449 (¶ 63).

Old CNC shut down operations at the Ashley site in October 1972. *Id.* (¶ 71). The site was inactive between 1972 and 1977. *Id.* Additional demolition took place between 1977 and 1981. *Id.* at 451 (¶¶ 72-74). At one point, Old CNC's "demolition contractor defaulted on his contract and walked off the Site leaving 'a lot of rubble and some very difficult concrete structures to remove.'" *Id.* (¶ 73). Moreover, the court faulted Old CNC for "leaving contaminants open to the elements." *Id.* at 492.

Importantly, Old CNC operated the plant for only six of the 66 years that the plant was in operation. Planters, the prior owner, operated the plant for 60 years. Planters was "the only known property owner that burned pyrite slag" and "Planters generated the majority of arsenic that is found on the Site today." *Id.* Planters also "introduced much of the lead contamination to the Site." *Id.*

3. ***The Ross Decision***

The Insurers assert that the district court's decision in *Ross Development Corp. v. Fireman's Fund Insurance Co.*, 910 F. Supp. 2d 828 (D.S.C. 2012), *aff'd* 526 F. App'x 299 (4th

Cir. 2013) controls the issue of whether the pollution exclusion precludes coverage under Old CNC's policies. The legal merits of that position (there are none) will be addressed later. In terms of facts, the district court's decision in *Ross* dealt only with Planters' conduct. Specifically, the district court addressed Ross's argument "that property damage arising from the placement of pyrite slag in the ground at the Site and from a 1963 fire does not fall within one or more of the pollution exclusions." 910 F. Supp. 2d at 832.

The *Ross* decision does not address Old CNC's conduct, at all. As the decision in *Ashley II* makes clear, Planters (the predecessor to Ross) and Old CNC (the predecessor to PCS) engaged in *different* conduct. 791 F. Supp. 2d at 445-52 (¶¶ 29-81). For example, unlike Planters, Old CNC did not use pyrite. *Id.* at 448 (¶ 58) ("CNC never used pyrite ore to manufacture sulfuric acid and generated no pyrite slag."). Old CNC actively addressed any pipe leaks, where Planters simply ignored them. *Id.* at 449 (¶ 63). Old CNC's conduct and Planters' conduct was different, and the decision in *Ross* only addressed Planters' conduct.

IV. SUMMARY JUDGMENT STANDARD

Summary judgment is only appropriate where the movant shows that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law. *Lord v. D&J Enterprises, Inc.*, 407 S.C. 544, 552, 757 S.E.2d 695, 699 (2014) (citations omitted). The movant bears the initial burden of showing an "absence of a genuine issue of material fact." *Id.* at 553. If the movant meets its initial burden, the non-moving party need only "submit a mere scintilla of evidence" to defeat summary judgment. *Id.* To determine "whether any triable issues of fact exist, the court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party." *Id.* A court should not grant summary judgment when further inquiring into the facts "is desirable to clarify the application of the law." *Id.* "[B]ecause summary judgment is a drastic remedy, it should be

cautiously invoked to ensure a litigant is not improperly deprived of a trial on disputed factual issues." *Id.*

V. ARGUMENT

A. PCS has a valid assignment of the policies

PCS *is* the successor for all purposes to New CNC. Insurers do not dispute this fact. As such, it is undisputed that, as successor to New CNC, PCS is entitled to any assets properly possessed by New CNC. Insurers similarly do not dispute that one of New CNC's assets that transferred to PCS is an assignment from Old CNC that unambiguously transferred Old CNC's interests in its insurance policies to New CNC. That assignment was made in 1986, after Old CNC ceased operations at the Ashley location and years after the policy periods for all relevant policies had lapsed. Insurers make no contentions in opposition to any of this. Accordingly, the only matter at issue with regard to PCS's rights to Old CNC's insurance interests as to the Ashley site is whether Old CNC's assignment to New CNC is enforceable as a post-loss assignment.

1. *South Carolina recognizes post-loss assignments.*

Insurers argue that, by virtue of the "no assignment" clauses within the relevant insurance policies, Old CNC's assignment of its rights under those policies is void. However, as previously stated, the relevant assignment occurred long after Old CNC's operations at the Ashley site—the sole basis for PCS's liability in the relevant underlying matter—had concluded. The assignment was thus a "post-loss" assignment with regard to the losses that occurred at the Ashley site, and the no-assignment clauses are unenforceable. South Carolina recognizes the validity of such assignments. *See Narruhn v. Alea London Ltd.*, 404 S.C. 337, 344, 745 S.E.2d 90, 94 (S.C. 2013) ("[I]t is generally held that an assignment *after* a loss has already occurred does not require an insurer's consent.")

In *Narruhn*, an injured nightclub patron was assigned any rights that the nightclub may have had against its liability insurer, but the liability insurer argued that the assignment was void because it had not approved the assignment. For its part, the Supreme Court decided the case largely on procedural grounds, such as timing for appeal and the authority of a trial court to rule on a motion. However, in the opinion, the Court noted the well-settled principle in South Carolina that "it is generally held that an assignment *after* a loss has already occurred does not require an insurer's consent." *Id.* at 344 (emphasis in original). In support of this assertion, the Court cited with approval much of the majority opinion case law cited below, as well as a number of treatises reasoning that post-loss assignments do not alter the risk bargained-for by the insurer. *See id.* at 344-45. There should be no doubt that South Carolina follows the majority rule that post-loss assignments are valid, and that rule is explained in detail below.

2. ***Courts across the country nearly unanimously support the Narruhn statement that post-loss assignments are valid and enforceable.***

Courts throughout the country have nearly unanimously concluded that any assignments made after the close of the policy period of an occurrence-based policy, or after a loss has occurred, are fully enforceable as choses in action. *See Ocean Accident & Guarantee Corp. v. Southwestern Bell Telephone Co.*, 100 F.2d 441, 444 (8th Cir. 1939) ("It is . . . true that an executory contract in which the personal character of one of the parties is an important element is not assignable without consent of the parties. . . . But generally ... after the event occurs giving rise to the liability the reason for the rule disappears and the cause of action arising under the policy is assignable."); *Illinois Tool Works, Inc. v. Commerce & Indus. Ins. Co.*, 2011 IL App (1st) 093084, ¶36, 357 Ill. Dec. 141, 152, 962 N.E.2d 1042, 1054 (2011) (holding that an insurer had a duty to defend and indemnify the assignee of a liability insurance policy in a CERCLA action, notwithstanding that the rights were assigned prior to the initiation of the action, because

the policy rights were assigned after the pollution occurred); *In re Baird*, 567 F.3d 1207, 1214 (10th Cir. 2009) (reversing the district court holding liability policies freely assignable after an accident because "if liability is imposed, the moment it fixed was the moment the accident occurred"); *Pilkington N. Am., Inc. v. Travelers Cas. & Sur. Co.*, 112 Ohio St. 3d 482, 486, 861 N.E.2d 121, 126 (Ohio 2006) (holding a "*chose in action arises under an occurrence-based insurance policy at the time of the covered loss*") (emphasis added); *Egger v. Gulf Ins. Co.*, 588 Pa. 287, 297-99, 903 A.2d 1219, 1225-26 (Pa. 2006) (holding "the triggering event for coverage was bodily injury occasioned by [the insured], which arose out of an Occurrence during the period of the policy" and upholding a post-injury assignment); *Kintzel v. Wheatland Mut. Ins. Ass'n*, 203 N.W.2d 799, 804–05 (Iowa 1973) (rejecting an insurer's contention that an insurance policy was not assignable without its consent, and stating, "[a]fter the loss was incurred the issue became not an assignment of the policy, *but the assignment of a chose in action....*" (emphasis added)); *Givaudan Fragrances Corp. v. Aetna Cas. & Sur. Co.*, ---A.3d---, 2014 WL 10212769, *4 (N.J. App. Div. Aug. 12, 2015) (holding that "once a loss occurs, an insured's claim under a policy may be assigned without the insurer's consent" and that such transfer is, in fact, the transfer of a chose in action") (attached as Ex. 4); *Elliott Co. v. Liberty Mut. Ins. Co.*, 434 F. Supp. 2d 483, 491 (N.D. Ohio 2006) (collecting cases); *Conrad Bros. v. John Deere Ins. Co.*, 640 N.W.2d 231, 237 (Iowa 2001); *Peck v. Public Serv. Mut. Ins. Co.*, 114 F. Supp. 2d 51, 56 (D. Conn. 2000); *Antal's Restaurant, Inc. v. Lumbermen's Mut. Cas. Co.*, 680 A.2d 1386, 1388 (D.C. 1996) (collecting cases); *B.S.B. Diversified Co. v. Am. Motorists Ins. Co.*, 947 F. Supp. 1476, 1480-81 (W.D. Wash. 1996); *Citicorp Indus. Credit, Inc. v. Fed. Ins. Co.*, 672 F. Supp. 1105, 1106-07 (N.D. Ill. 1987).

The reason that the vast majority of courts have concluded that *any* post-occurrence-based policy period, or post-loss assignment, is a valid transfer of a chose in action is obvious based upon the purpose of "no assignment" clauses generally. By way of example, in *Illinois Tool Works*, a case quite factually similar to this one and cited with approval by the Supreme Court in *Narruhn* (404 S.C. at 345), a polluting entity assigned its rights to its insurance policies to a successor company after its polluting activity had ceased. 962 N.E.2d at 1045-47. The successor company was then deemed a PRP by virtue of its status as successor to the polluter, and a CERCLA action was brought against it. *Id.* The predecessor company's insurers claimed that the assignment was void based upon the policies' no-assignment clauses. *Id.* The Illinois Supreme Court rejected that argument and explained that the sole purpose of a no-assignment clause "is to prevent the increase of risk to an insurer without [its] consent." *Id.* at 1053. "The insurer has the right to the benefit it anticipates from the character, credit and substance of the party with which it contracted." *Id.* (citing *Ginsburg v. Bull Dog Auto Fire Ins. Ass'n of Chicago*, 328 Ill. 571, 573, 160 N.E. 145 (1928)). However, in the case of an occurrence policy, once the policy is closed, or once the loss occurs:

> [I]t only remains to be seen whether any occurrences/losses for which the insurer took on the risk and the insured bought coverage will occur during the policy coverage period and whether claims for those losses will be brought ... The risks do not change or increase after the period expires or if an assignee rather than the named insured seeks coverage for losses. The final dollar amount of the defense/liability might be in question under a third party policy but the underlying risk is the same.

Id. at 1054.

Stated another way, an anti-assignment clause is designed to "protect the insurer from having to provide coverage for a risk different from what the insurer had intended." *Givaudan Fragrances*, 2014 WL 10212769, *4 (Ex. 4). "But if there has been an assignment of the right to

collect or to enforce the right to proceed under a policy after a loss has occurred, the insurer's risk is the same because the liability of the insurer becomes fixed at the time of the loss. Thereafter, the insurer's risk is not increased merely because there has been a change in the identity of the party to whom a claim is to be paid." *Id.* at *5. Accordingly, after "liability ha[s] become fixed . . . even though the policy prohibits [] an assignment . . . such prohibition is void." *Elat, Inc., v. Aetna Cas. & Sur. Co.*, 654 A.2d 503, 505 (N.J. App. Div. 1995) (citation omitted). This view is well-accepted by insurance commentators.[1]

As noted above, there is no dispute that Old CNC transferred its rights to the relevant policies to New CNC *after* the policy periods ended, and after all relevant alleged polluting activities had ceased. Accordingly, none of the risks bargained for by the insurers under those policies was altered or increased in any way by the assignment. Any liability that existed at the close of the policy period, discovered at the time or not, was fixed by the close of the policy, and only the right to collect from the insurer on that liability (if a claim was ever made on it) was transferred. As such, PCS properly obtained the rights to make claims on the Ashley liabilities.

The Supreme Court in *Narruhn* cites with approval this majority view. This Court should apply the sound reasoning of *Narruhn* and the majority of courts and find the Old CNC assignment enforceable.

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[1] *See* 3 Couch on Insurance 3d § 35:8 (2011 Rev. Ed.) ("[T]he great majority of courts adhere to the rule that general stipulations in policies prohibiting assignments of the policy, except with the consent of the insurer, apply only to assignments before loss, and do not prevent an assignment after loss, for the obvious reason that the clause by its own terms ordinarily prohibits merely the assignment of the policy, as distinguished from a claim arising under the policy, and the assignment before loss involves a transfer of a contractual relationship while the assignment after loss is the transfer of a right to a money claim. The purpose of a no assignment clause is to protect the insurer from increased liability, and after events giving rise to the insurer's liability have occurred, the insurer's risk cannot be increased by a change in the insured's identity." (footnotes omitted)); 43 Am.Jur.2d Insurance § 776 ("After a loss has been incurred, the claim to recover insurance proceeds may be effectively assigned by the insured."); 17 Williston on Contracts § 49:126 (4th ed. 2000) ("As a general principle, a clause restricting assignment [in an insurance policy] does not in any way limit the policyholder's power to make an assignment of the rights under the policy . . . after a loss has occurred . . . . It is now a vested claim against the insurer and can be freely assigned or sold like any other chose in action or piece of property.").

3. *Defendants advocate the extreme minority approach to post-loss assignments of insurance rights.*

Insurers urge this court to ignore *Narruhn* and its acceptance of the majority view and adopt the extreme minority view that post-loss assignments are invalid. Insurers only cite four courts that have found as they ask this court to find—*Travelers Cas. & Sur. Co. v. U.S. Filter Corp.*, 895 N.E.2d 1172, 1180 (Ind. 2008); *Del Monte Fresh Produce (Haw.) Inc. v. Fireman's Fund Ins. Co.*, 117 Haw. 357, 369-70, 183 P.3d 734, 746-47 (2007); *Holloway v. Republic Indem. Co.*, 341 Ore. 642, 652, 147 P.3d 329, 335 (2006); and *Henkel Corp. v. Hartford Acc. & Indem. Co.*, 29 Cal. 4th 934, 62 P.3d 69 (2003). It is a group that is continuing to shrink.

Since Insurers filed their brief, California has joined the majority side of the issue. On August 20, 2015, the California Supreme Court nullified *Henkel* through its opinion in *Fluor Corp. v. Superior Court*, 61 Cal. 4th 1175 (2015). In *Fluor Corp.*, the California Court concludes that *Henkel* incorrectly determined that no-assignment clauses precluded post-loss assignments taking place before judgment. *Id.* at 1224. The Court's decision was based upon a provision of the California Insurance Code which statutorily approved all post-loss assignments, and through *Fluor*, the California Supreme Court determined that the relevant Code section applied to both first party and third party liability insurance. *Id.* at 1223-24.

In statutorily overruling *Henkel*, the court discusses at some length the fact that the "overwhelming majority of courts" have approved post-loss assignments regardless of whether the loss had been reduced to judgment. *Id.* at 1213-15. The court states that it only knows of one court that deviated from this "overwhelming majority," and notes that "that decision has not been followed by any other jurisdiction." *Id.* The California high court reasons that, because any "new business entity typically will assume both the assets and the liabilities of the prior business entity, the new business entity will understandably expect to obtain the rights to claim

defense and indemnification coverage for such liabilities triggered during the policy period." *Id.* at 1219. It is also important to note that, in overruling *Henkel*, the *Fluor* court discussed the Supreme Court's decision in *Narruhn* as authority supporting the assignability of all claims after the occurrence of the events leading to a loss without regard to whether a judgment has been entered. *Fluor Corp.*, 61 Cal. 4th at 1215.

The Indiana and Hawaii Supreme Courts, in considering this issue, based their opinions entirely upon the California Supreme Court's rationale in the now overturned *Henkel* case. *Travelers Cas. & Sur. Co.*, 895 N.E.2d at 1179-80; *Del Monte Fresh Produce (Haw.) Inc.*, 183 P.3d at 739. In short, Insurers' position ignores the reality of the circumstances surrounding no-assignment clauses and post-loss assignments, and the already limited support for their position is quickly dwindling.

4. ***South Carolina case law does not support Defendants' arguments***

In advocating for the minority view, the Insurers present a misleading view of South Carolina law. First, aside from *Narruhn*, none of cases cited reference third-party liability policies at all. Each policy relevant to each of the cases cited was a first-party property damage policy, either fire insurance or car insurance. As a result, the opinions of the courts in these cases cannot be fairly applied in the context of occurrence-based commercial liability insurance.

Second, while the cases cited by Insurers represent actual factual instances where choses in action were assigned after the loss was known, the opinions do not in any way suggest that post-loss claims are only assignable in those circumstances. In fact, as noted above, *Narruhn*, 745 S.E.2d 90, states that the general rule is the opposite. So do the majority of other states. *See, e.g., Pilkington N. Am. Inc. v. Travelers Cas. & Sur. Co.*, 112 Ohio St. 3d 482, 486, 861 N.E.2d 121, 126 (Ohio 2006) ("We adopt the same principle and hold that a chose in action arises under an occurrence-based insurance policy at the time of the covered loss."). Nor do

Singletary v. Aetna Cas. & Sur. Co., 316 S.C. 199, 447 S.E.2d 869 (S.C. 1994) (buyer of fire-damaged home could not claim previous owner's insurance proceeds for fire damage because previous owner was not entitled to make such a claim), *Rawls v. American Central Ins. Co.*, 97 S.C. 189, 81 S.E. 505 (S.C. 1914) (post-fire assignment of rights to insurance proceeds for fire was a valid assignment), or *Silverman v. Dew*, 182 S.C. 457, 189 S.E. 756 (S.C. 1937) (claim for damage to car not assignable to new owner of car, because insurer already paid damage claim to original insured), suggest anything beyond decisions based upon the discrete, and factually inapposite, circumstances presented therein.

Insurers' arguments are not supported by reason, any form of South Carolina law, or the vast majority of law across the United States. The Insurers collected a premium to protect against Old CNC's liability. PCS is now undisputedly being held liable for Old CNC's activities. If the Insurers' arguments were accepted, they would receive a windfall. The Insurers attempts to avoid their valid obligations under the relevant policies should thus be denied.

B. Even if there is no valid assignment, a fact question remains regarding whether New CNC is the successor by merger to Old CNC.

The Insurers concede that, if New CNC is the corporate successor to Old CNC, then, even without an assignment, New CNC (and PCS, as its undisputed successor) has all rights of Old CNC under Insurers' policies. Lead Succ. Mem. at 16. But they argue that New CNC is not the successor to Old CNC. As the district court's decision establishes, this is a question of fact (though it need not be decided if the Court concludes that South Carolina enforces post-loss assignments).

The Insurers first argue that the district court's decision that New CNC was the corporate successor to Old CNC is not binding, because the Fourth Circuit affirmed on other grounds. *Id.* at 17. As the Insurers argue, "the alternative 'corporate succession' succession theories used by

the district court, but not affirmed by the Fourth Circuit, have no preclusive effect as to PCS Nitrogen, and they certainly have no preclusive effect as to Continental and other insurers." *Id.* at 18. PCS agrees.

Because it is a blank slate, the inescapable conclusion is that the issue of whether there was a *de facto* merger under South Carolina law (or federal law) is an issue of genuine material fact. The Insurers do not dispute that South Carolina law allows for a *de facto* merger. *Id.* at 21. And, the district court was only able to reach its now non-binding decision that there was a *de facto* merger after three days of testimony during which the court gauged the credibility of witnesses and considered evidence. 2007 WL 2893372, *1 (Ex. 2). This Court will have to do the same. "Whether there has been a *de facto* merger, the court pointed out, was a question of fact." *R.C. McEntire & Co. v. E. Foods, Inc.*, 702 F.2d 471, 474 (4th Cir. 1983) (applying South Carolina law). Because the Fourth Circuit affirmed on other grounds, the issue of corporate succession is an open issue and raises a question of fact.

In a last ditch attempt to avoid having these facts decided and to avoid the coverage obligation for which they happily collected premiums for years, the Insurers argue that PCS, even though it is being held liable for Old CNC's actions, should be somehow estopped from arguing that it is Old CNC's successor. Their reasoning is that PCS argued in the underlying action that it was not the successor to Old CNC. While they hide it in a footnote, even the Insurers must admit that such judicial estoppel only applies where "the party taking the position" was "successful in maintaining that position." Lead Succ. Mem. at 18 n.10 (quoting *Auto-Owners Ins. Co. v. Rhodes*, 405 S.C. 584, 598, 748 S.E.2d 781, 788 (S.C. 2013)). The Insurers further admit that "PCS Nitrogen was not successful in advocating that it was not the corporate successor to Old CNC." Lead Succ. Mem. at 18 n.10. Thus, PCS is not estopped from now

arguing that it is the successor to Old CNC. Nor is there anything inequitable about PCS doing so, since PCS is now undisputedly being held liable for Old CNC's conduct.[2]

C. The pollution exclusion does not apply because the dispersals at issue were sudden and accidental.

Each of the moving Insurers asserts that its policies contain a form of the "qualified pollution exclusion."[3] With limited variation not relevant here, the pollution exclusions provide:

> This insurance does not apply:
>
> (f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape or 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.

Lead Poll. Mem. at 4. As explained below, the *Ross* decision does not control, the duty to defend attaches based on the possibility of coverage, and numerous genuine issues of material fact remain as to whether the Insurers have an obligation to indemnify PCS based on the "sudden and accidental" exception to the qualified pollution exclusion.

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[2] ACE's argument on corporate succession fails for the separate and independent reason that it has not admitted the existence of certain missing policies. ACE admits that it has been unable to locate certain policies that it or its predecessor issued to Old CNC—specifically, policies issued to Old CNC between 1966 and 1970, as well as a 1972 policy. ACE Mem. at 5-6. ACE argues that because PCS asked ACE to admit that the missing policies (or forms in place at the time of the missing policies) contained terms that included assignment clauses, PCS does not dispute the existence of such clauses. *Id.* ACE includes as exhibits PCS's RFAs, but conveniently omits its responses, in which ACE said it was unable to admit or deny or just plain denied the relevant requests. Exs. 5-6. ACE cannot have it both ways—it refuses to admit the existence or terms of the policies, but seeks summary judgment on those policies. Until ACE admits the existence and terms of the missing policies, a genuine issue of material fact precludes summary judgment.

[3] The ACE Defendants do not move for summary judgment based on policies issued from 1966-1970 because those policy terms have not been proven and, in any event, are unlikely to contain a pollution exclusion. Additionally, Certain Underwriters at Lloyds do not move on policies prior to 1971, which did not contain pollution exclusions. Lloyd's MSJ at 7 (¶ 14).

1. *The Ross decision does not control.*

In an attempt to avoid having to deal with the facts regarding Old CNC's liability—which, as explained below, are not favorable for the Insurers—the Insurers seek to avoid the issue by relying on the *Ross* decision. The Insurers assert that collateral estoppel bars PCS's claims. Lead Poll. Mem. at 27. The Insurers are wrong.

Ross has no collateral estoppel effect with respect to this litigation. South Carolina law requires that the party asserting collateral estoppel establish: (1) issue was "actually litigated," (2) "directly determined" in the prior action, and (3) "necessary" to the prior judgment. *See Catawba Indian Nation v. South Carolina*, 407 S.C. 526, 536-39, 756 S.E.2d 900, 906-07 (S.C. 2014) (refusing to apply collateral estoppel because the plaintiff sought declaratory judgment on a "distinguishable issue"); *Carman v. South Carolina Alcoholic Beverage Control Comm'n*, 315 S.C. 320, 327, 433 S.E.2d 885, 889 (S.C. App. Ct. 1993) ("estoppel does not extend to matters not expressly adjudicated, and which can be inferred only by argument, except where they are necessary and inevitable inferences.").

The Defendants cannot establish any of the three prongs, because no issue in this case was litigated, directly determined, or necessary to the *Ross* court's decision. Specifically, Ross was the successor to Planters. It is undisputed that the decision in *Ross* dealt only with Planters' conduct and Ross's insurance. The district court could not have been more clear:

> FFIC moves for summary judgment on the ground that the pollution exclusions in its policies bar coverage for Ross's claims. In response, Ross argues that property damage arising from its placement of pyrite slag in the ground at the Site and from a 1963 fire does not fall within one or more of the pollution exclusions.

910 F. Supp. 2d at 832 (emphasis added). The court's decision in *Ross* did not—at all—address coverage for Old CNC's conduct. Indeed, the facts with respect to Old CNC's conduct—the conduct for which PCS is being held liable—are materially different. While *Ross* sought

coverage related to pyrite slag and a 1963 fire, the district court found that "CNC generated no pyrite slag," because Old CNC did not use pyrite ore as a feedstock in is fertilizer operations. 791 F. Supp. 2d at 492. And, of course, the 1963 fire occurred prior to Old CNC's ownership, which began in 1966. 791 F. Supp. 2d at 448 (¶ 55). The district court's decision in *Ross* involved wholly different facts. Collateral estoppel does not apply.

2. ***The legal standard for the duty to defend and duty to indemnify***

As the Insurers acknowledge, under South Carolina law, the duty to defend is based on not only on the allegations in the complaints, but also on facts outside the complaint known by the insurer. Lead. Poll. Mem. at 25. The duty to defend exists so long as there is the mere possibility of coverage, and depends on "an initial or apparent potential liability to satisfy the judgment." *Sloan Constr. Co. v. Cen. Nat'l Ins. Co.*, 289 S.C. 183, 186, 236 S.E.2d 818, 820 (S.C. 1977). The Insurers also acknowledge that their knowledge of the facts outside the complaint extends to all of those facts found in *Ashley II of Charleston, LLC v. PCS Nitrogen, Inc.*, 791 F. Supp. 2d 431 (D.S.C. 2011). Lead Poll. Mem. at 18-25 (basing their argument on whether there was a "sudden and accidental discharge" on the findings of the district court). The duty to indemnify is based on the facts ultimately established in the underlying case or in any related coverage action. *Sloan Constr. Co.*, 289 S.C. at 186, 236 S.E.2d at 820.

3. ***The facts found in the underlying case establish a duty to defend.***

The facts found by the district court show a possibility that the discharges were "sudden and accidental," which is all that is necessary to trigger the duty to defend. Under South Carolina law, "sudden and accidental" simply means "unexpected" and accidental. *See Greenville Cty. v. Ins. Reserve Fund*, 313 S.C. 546, 548, 443 S.E.2d 552, 553 (S.C. 1994). Whether damage is expected (or unexpected) is determined from the standpoint of the insured. *Boggs v. Aetna Cas. & Sur. Co.*, 272 S.C. 460, 464, 252 S.E.2d 565, 568 (S.C. 1979).

"Accidental" is afforded its ordinary meaning as an event or change occurring without intent through carelessness, unawareness, ignorance, or a combination thereof producing an unfortunate result. *See Stevenson v. Conn. Gen. Life Ins. Co.*, 265 S.C. 348, 352, 218 S.E.2d 427, 429 (S.C. 1975.

Multiple "unexpected and accidental" events occurred or are alleged to have occurred at the Ashley facility that trigger the duty to defend, *none* of which were at issue in *Ross*. First, the district court found that there were pipe leaks. 791 F. Supp. 2d at 449 (¶ 63). Rather than occurring in the normal course of operations as they did during Planters' operations, when a pipe leak occurred during Old CNC's operations, they either repaired the pipe immediately or shut down the plant until the leak could be repaired. *Id.* Chemicals released by a leak were treated with soda ash to neutralize the compound. *Id.* Second, the 1971 windstorm undisputedly dispersed "contaminated roof dust, the finished fertilizer product, and chemicals." *Id.* at 450 (¶ 69).[4] Third, the district court found that demolition—both related to the windstorm and the shutdown of the plant—resulted in contamination, impacting 80% of the area where contaminated soils now exist. *Id.* at 450-51 (¶¶ 70-73, 77). This included work by a contractor. *Id.* The demolition conduct also forms the basis of the allegations against PCS in the First Amended Complaint. Ex. 2 (¶¶ 26-27). Fourth, any acidic lead sludge deposited on the site was treated twice with soda ash and was not washed away until Old CNC had confirmed that it was neutralized. 791 F. Supp. 2d at 449 (¶ 63). Fifth, the First Amended Complaint alleges that Old

[4] To the extent the Insurers are asserting that there is no evidence that contaminants distributed as a result of the 1971 windstorm or any other activity caused damage throughout the relevant policy periods, the Insurers are wrong. Ashley's own expert submitted declarations that once a contaminant reaches the soil, it continues to cause property damage, including to this day. Ex. 7 (Brown Rpt. at 20 (§ 3.4)) ("The dissolved levels of arsenic and lead in groundwater indicate that active transport is occurring." (emphasis added)). The EPA's investigation came to the same conclusion. Ex. 8 (EPA Action Memo. at 6) ("[E]levated levels of arsenic and lead in soil continue to be a source of groundwater contamination at the Site." (emphasis added)).

CNC "caus[ed] contaminated fill materials to be brought onto the Site and used for grading, filling and site improvements," yet there is no allegations that Old CNC knew that such fill was contaminated. Ex. 2 (¶ 25). In each of these instances, the release of pollutants was at least potentially both unintended and unexpected, giving rise to the insurers' duty to defend.

Insurers advance numerous theories as why they owe no duty to defend. They assert that, under *Helena Chemical Co. v. Allianz Underwriters Insurance Co.*, 357 S.C. 631, 594 S.E.2d 455 (S.C. 2004), the releases were part of "ordinary business operations" and that such releases are not covered. Lead Poll. Mem. at 17. The Insurers read *Helena Chemical* too broadly. In that case, there was express testimony from employees that worked at the plant that they knew and expected contamination—there were constant spills and one employee of 13 years testified that he "could not remember any unexpected events." 357 S.C. at 644, 594 S.E.2d at 461. The court then held, "Together, these testimonies lead to no other conclusion than that the routine discharge of pollutants occurred at the various Helena facilities during ordinary operations." *Id.* (emphasis added). Moreover, Helena failed to present any evidence that "the pollution damages at issue here were the result of unexpected or accidental discharges of [pollutants]." 357 S.C. at 644, 594 S.E.2d at 462.

That is not the case here. The findings of fact in *Ashley II* do not focus on the routine discharge of pollutants. The court makes numerous findings supporting that the "release" of pollutants was unexpected, and, of course, on summary judgment, the evidence must be construed in favor of PCS. The windstorm and related demolition had nothing to do with pyrite on the surface. Other demolition disturbed soil at least two feet deep, implicating pyrite that would have been hidden below the surface (and Old CNC did not use pyrite). 791 F. Supp. 2d at 450 (¶ 70). Pipe leaks were found, treated, and fixed immediately, evidencing that such leakages

were not just a part of doing business. The acidic lead sludge was expressly treated to prevent contamination. That, in hindsight, the process failed does not mean that contamination was expected. Rather, it is why businesses like Old CNC purchased insurance—to cover their unexpected accidents. And, of course, the First Amended Complaint alleges that Old CNC brought in contaminated fill, with no allegation that it knew of such contamination.

The Insurers also argue that the discharge or dispersal of contaminants through, for example, the placement of soda-ash-treated acidic lead and demolition activities, was not unexpected and accidental. Lead Poll. Mem. at 26. The Insurers reason that because the court in *Ross* concluded that Ross' dumping of pyrite was an intentional discharge, Old CNC's conduct was likewise intentional. *Ross* is readily distinguishable. Ross's predecessor, Planters, disposed of pyrite in a raw, untreated form, which resulted in pollution. Old CNC, on the other hand, treated acid lead with hundreds of pounds of soda ash to avoid pollution. There was no intentional discharge of a pollutant. Rather, Old CNC's effort to avoid pollution was unsuccessful, and insurance protects against such risk. Indeed, such a scenario is analogous to the leading South Carolina case, *Greenville Cty v. Ins. Reserve Fund*, 313 S.C. 546, 443 S.E.2d 552 (S.C. 1994). In that case, the insured intentionally dumped "hazardous waste and chemicals" in a landfill, and the landfill unexpectedly allowed contaminants to seep into the groundwater. 313 S.C. at 547, 443 S.E.2d at 552-53. The Supreme Court found that this was unexpected and accidental. 313 S.C. at 548-49, 443 S.E.2d at 553. Here, Old CNC placed acidic lead on the ground with the expectation that it had been neutralized and was a non-contaminant. That the substance later released pollution into groundwater is similarly unexpected and accidental.

With respect to demolition activities, there is no evidence that Old CNC knew of the mysteries that Planters had left in the soil, such that it could have expected to further release contamination. Old CNC intended to tear down the abandoned facilities. In the process, it unexpectedly and accidentally released pollution. Moreover, the district court found that some of the demolition contamination occurred simply as a result of "leaving contaminants open to the elements." 791 F. Supp. 2d at 492. In this scenario, Old CNC did not intentionally discharge any contaminants; the release of contaminants was a result of time and nature, which was unexpected and unintended.

Even if the discharge of treated lead sludge and demolition activities were found to be other than unexpected and accidental, the release of pollutants was still unexpected and unintentional. The evidence does not show that Old CNC intended to release pollutants. The Insurers will undoubtedly argue that the Fourth Circuit in *Ross* rejected this view, concluding that the exclusion applies if the initial discharge was intentional. 526 F. App'x at 304. But the exception to the exclusion also applies if the "release" was unexpected and unintended—"this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental." The evidence, construed most favorably to PCS, shows that even if the discharge of lead sludge was intentional, the release of pollutants was not. Indeed, Old CNC affirmatively tried to avoid it.

Recognizing that the 1971 windstorm falls squarely within the definition of "sudden and accidental," the Insurers argue that the 1971 windstorm should be analogized to the 1963 fire in the *Ross* decision, where the court found no evidence of contamination *after* 1963. Lead Poll. Mem. at 24-25. This analogy fails. The *Ross* court denied coverage for the fire only because Ross could not identify any property damage traceable to the fire that occurred after 1972, the

date of the first policy at issue in that case. *See* 526 F. App'x at 305 (affirming denial of coverage because Ross did not present evidence of "damage during the policy periods at issue in this case.") Here, the district court and Fourth Circuit have already concluded that the windstorm contaminated the site, and this contamination was further spread by demolition activities that occurred for a number of years thereafter. *See* 714 F.3d at 169. And, unlike the fire in *Ross*, the 1971 windstorm and following demolition occurred during the periods of the policies at issue.

The standard for the duty to defend is low. The duty to defend applies where there is any possibility of coverage. Here, the facts found by the underlying court and the operative complaint show at least the possibility of coverage, because at least some of the pollution was possibly "sudden and accidental." The Insurers' motion for summary judgment on the duty to defend should be denied.

D. Genuine issues of material fact preclude summary judgment on the duty to indemnify.

As explained above, there is at least a possibility that the pollution falls within the "sudden and accidental" exception to the qualified pollution exclusion. Because it is possible that it was "sudden and accidental," it follows that there is a genuine issue of material fact as to whether the "sudden and accidental" exception does, in fact, apply and trigger the duty to indemnify. It is an issue that the district court in *Ashley II* was not required to reach, and, thus, the Insurers –who base their argument entirely on the district court's decision—cannot meet their burden to show an absence of a genuine issue of material fact. Moreover, whether a discharge or release was unexpected and accidental is a quintessential fact issue left to the province of the factfinder and is not appropriate for summary judgment.

VI. CONCLUSION

For all of the foregoing reasons, PCS Nitrogen respectfully requests that this Court DENY the motions for summary judgment in their entirety.

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ATTORNEYS FOR PLAINTIFF
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Charleston, South Carolina

October 9, 2015

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON)
) CASE NO: 11-CP-10-387
PCS Nitrogen, Inc.,)
)
Plaintiff,)
) CERTIFICATE OF SERVICE
v:)
)
Continental Casualty Company, *et al.*)
)
Defendants.)

FILED
2015 OCT -9 PM 3:32
JULIE J. ARMSTRONG
CLERK OF COURT
BY

The undersigned certifies that on October 9, 2015, a copy of the foregoing document was served on each party or counsel of record set forth below by email through the consent of the parties in the manner prescribed by the South Carolina Rules of Civil Procedure.

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Kathy M. Gulick

Kathy M. Gulick

Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO: 11-CP-10-387
	)	
PCS Nitrogen, Inc.,	)	
	)	
Plaintiff,	)	**[PROPOSED] ORDER**
	)	
v.	)	
	)	
Continental Casualty Company, *et al.*,	)	
	)	
Defendants.	)	
	)	

AND NOW, this ____ day of _____, 2015, after consideration of Plaintiff PCS Nitrogen, Inc.'s Omnibus Memorandum of Law in Opposition to Defendants' Summary Judgment Motions, the following motions and joinders are DENIED:

- United States Fire Insurance Company and Continental Casualty Company's Motion for Summary Judgment (Pollution Exclusion).
- Continental Casualty Company's Motion for Summary Judgment (Corporate Succession).
- The ACE Defendants' Motion for Summary Judgment.
- Notice of Joinder by Defendant Providence Washington Insurance Company (Corporate Succession).
- Notice of Joinder by Lexington Insurance Company (Corporate Succession).
- Motion for Summary Judgment on behalf of Defendants Stonewall Insurance Company and Republic Insurance Company (Pollution and Succession).
- Motion for Summary Judgment on behalf of Certain Underwriters at Lloyd's, London, Certain Aviva Companies, Certain Winterthur Companies, New London

Reinsurance Company Limited, and the Scottish Lion Insurance Company (Pollution and Succession).

- Admiral Insurance Co.'s Motion for Summary Judgment (Pollution and Succession).
- Defendant First State Insurance Company's Joinder in Motions Seeking Summary Judgment Against Plaintiff.
- Certain London Market Insurers Joinder Motion for Summary Judgment (Pollution and Succession).

_____ J.

DM: 4242506 v.1

EXHIBIT 1

ASSIGNMENT OF INSURANCE BENEFITS

Assignment of Insurance Benefits dated as of November 3, 1986, by Columbia Nitrogen Corporation, a Delaware corporation ("Seller") to CNC Corp., a Delaware corporation ("Buyer").

W I T N E S S E T H :

WHEREAS, by an Acquisition Agreement, dated as of October 31, 1986, entered into between Seller and Buyer (the "Agreement"), Seller has agreed to sell, convey, transfer, and assign, or cause to be sold, conveyed, transferred or assigned, to Buyer with effect from the Effective Date (as defined in the Agreement) all of Seller's rights, proceeds and other benefits to and under all of Seller's insurance policies (which policies are acknowledged by Buyer to cover only periods prior to and including the Closing Date (as defined in the Agreement) pursuant to Section 1.13 of the Agreement for the consideration stated in the Agreement; and

WHEREAS, contemporaneously with the execution of this Assignment of Insurance Benefits, Seller, pursuant to the provisions of the Agreement, has conveyed, transferred, and assigned to Buyer certain of Seller's other assets and property required to be, or more conveniently, transferred or assigned by separate instruments; and

WHEREAS, Seller is executing and delivering this Assignment of Insurance Benefits for the purpose of transferring to and vesting in Buyer all of Seller's rights and benefits, including proceeds, in and under its insurance policies.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Seller by these presents does hereby transfer and assign to Buyer, its successors and assigns forever, all of Seller's rights, title and interest, legal and equitable, in the benefits and proceeds under all of its insurance policies to the extent the same may be transferred and assigned, which assignment shall be deemed effective and for the benefit of Buyer as of the Effective Date.

Seller does hereby convenant and represent that it has good and marketable title to all of the benefits and proceeds under all of Seller's insurance policies purported to be conveyed hereby, free and clear of all liens, encumbrances or other charges, except the liens, encumbrances or other charges described in Schedule A hereto, which liens, encumbrances or other charges do not (i) prevent or limit the right of Seller to convey the said benefits and proceeds under all of Seller's insurance policies to the Buyer, or (ii) materially prevent or limit the transferability by Buyer or the maintenance, use and operation of the said benefits and proceeds under all of Seller's insurance policies in the manner in which they are now or heretofore have customarily been conducted. Seller's warranty of title in this paragraph of this Assignment of Insurance Benefits shall terminate in its entirety on December 1, 1986, and neither Buyer nor any person claiming by, through or under Buyer shall make any claim against Seller or any successor of Seller on account of any warranty of title or other matter hereunder after December 1, 1986.

IN WITNESS WHEREOF, Seller has caused this Assignment of Insurance Benefits to be executed on the date first above written.

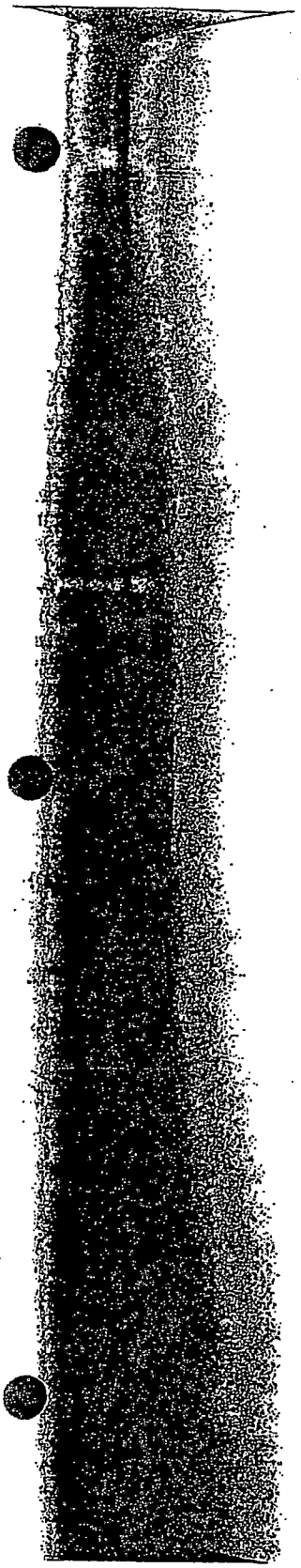
COLUMBIA NITROGEN CORPORATION

[CORPORATE SEAL]

By: _____
Name: M. Jan Van Campen
Title: Vice President

ATTEST:

By: _____
Name:
Title: James L. Clegg
Secretary



Schedule A
None

EXHIBIT 2

2007 WL 2893372
United States District Court,
D. South Carolina,
Charleston Division.

ASHLEY II OF CHARLESTON, L.L.C., Plaintiff,
v.
PCS NITROGEN, INC., Defendant/Third Party Plaintiff,
v.
James H. Holcombe and J. HenryFair, Jr., Third Party Defendant.

Civil Action No. 2:05–2782–CWH. | Sept. 28, 2007.

Attorneys and Law Firms

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Ben A. Hagood, Jr., Wendy L. Wilkie, Hagood and Kerr, Mt. Pleasant, SC, for Third Party Defendant.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

C. WESTON HOUCK, United States District Judge.

FINDINGS OF FACT & CONCLUSIONS OF LAW

*1 On September 26, 2005, the plaintiff Ashley II of Charleston, LLC ("Ashley II") filed a complaint alleging that the defendant is a potentially responsible party for the release of a hazardous substance on approximately .27 acres of the upper peninsula of Charleston ("the Site") now owned by Ashley II. The plaintiff brings this action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended 42 U.S.C. §§ 9601, *et. seq.* Accordingly, the Court has jurisdiction over this case pursuant to 28 U.S.C. § 1331.

On July 25, 2006, this Court bifurcated this action to first determine whether the defendant is the successor to Columbia Nitrogen Corporation ("old CNC"), the owner and operator of the Site at the time of the release. The parties agree that a contract called the Acquisition Agreement determines whether PCS is the successor to old CNC. On February 20, 21, and 22, 2007, the issue of successor liability was tried before the Court without the benefit of a jury. After hearing the testimony, gauging the credibility of the witnesses, and reviewing the exhibits, the evidence presented, and the briefs submitted by the parties, the Court, pursuant to Rule 52 of the Federal Rules of Civil Procedure, makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

History of the Site

1. On June 30, 1966, old CNC purchased the Site from Ross Development Corporation, formerly known as Planters Fertilizer and Phosphate Company.

2. Between 1966 and 1972, old CNC owned the Site and operated a fertilizer granulation plant thereon. Old CNC produced superphosphate and N–P–K fertilizer (nitrogen-phosphate-potassium fertilizer). One fertilizer produced by old CNC at the Site was a 14–0–14 fertilizer, containing nitrogen and potassium in equal strengths and containing no phosphate.

3. In 1972, old CNC ceased fertilizer production at the Site.

4. In 1980, all buildings on the Site were demolished.

5. On February 7, 1985, old CNC conveyed the Site to Susan M. Smythe, as counsel to James H. Holcombe and J. Henry Fair, Jr.

6. On May 3, 1985, Susan Smythe conveyed the Site to Donld J. Hyde.

7. On May 3, 1985, Donald J. Hyde conveyed the Site to James H. Holcombe and J. Henry Fair, Jr.

8. On December 23, 1997, James H. Holcombe conveyed his ownership of the Site to Holcombe Enterprises, L.P.

9. On November 24, 2003, J. Henry Fair and Holcombe Enterprises, L.P. conveyed the Site to Ashley II of Charleston, LLC.

Business History of Old CNC and New CNC

10. Old CNC was owned by DSM North America, Inc., which was owned by DSM, N.V., a Dutch corporation.

11. On October 1, 1962, old CNC filed its Certificate of Incorporation in Delaware as Columbia Nitrogen Corporation.

12. In 1972, old CNC ceased fertilizer production at the Site.

13. In the meantime, old CNC produced ammonia and nitrogen products at a plant in Augusta, Georgia.

*2 14. In order to realize a soon to expire $100 million tax advantage, DSM, N.V. decided to shut down old CNC.

15. The tax advantage required that old CNC be dissolved by December 31, 1986, and that no further activity or claims be presented to old CNC thereafter.

16. Old CNC sought a buyer in order to sell "Purchased Assets" and the "Acquired Business." [1] Andlinger & Company, Inc. ("Andlinger"), a company that specializes in the acquisition of other businesses, created new CNC under the name "CNC Corp." in order to purchase the Acquired Business and Purchased Assets from old CNC.

17. On September 26, 1986, new CNC filed its Certificate of Incorporation in Delaware as CNC Corp.

18. In the transaction conveying the Acquired Business and Purchased Assets from old CNC to new CNC, Stephen A. Magida and his law firm of Olwine, Connelly, Chase, O'Donnell & Weyher represented Andlinger and new CNC; Shearman and Sterling represented old CNC and DSM, North America.

19. In order to convey the Acquired Business and Purchased Assets, old CNC and new CNC entered into a series of agreements. The main agreement is called the Acquisition Agreement, and the series of agreements compose the Entire Agreement. [2] Two agreements entered into in connection with the Acquisition Agreement include the Future Advance Agreement and the Guarantee Agreement. The Future Advance Agreement and Guarantee Agreement were signed on November 3, 1986, and concern the financing of new CNC's purchase of the Acquired Business and Purchased Assets from old CNC.

20. On October 31, 1986, new CNC and old CNC signed the Acquisition Agreement.

21. The Effective Date of the Acquisition Agreement was October 31, 1986.

22. Closing under the Acquisition Agreement was concluded on November 6, 1986.

23. On November 6, 1986, new CNC changed its name from CNC Corp. to Columbia Nitrogen Corporation, the same name under which old CNC operated.

24. New CNC purchased the Acquired Business and Purchased Assets for $50 million, which represented a discount from book value of approximately 60 percent. [3]

25. For an additional $5 million dollar discount, new CNC bought the Acquired Business and Purchased Assets "as is." [4]

26. Stephen Magida, who represented Andlinger and New CNC, has testified that in exchange for a $5 million deduction in the purchase price, the purchase was made with the representations and warranties customary in the purchase of all of a company's stock because Andlinger was comfortable enough with its due diligence to conclude that any unknown liabilities

would not exceed $5 million. Stephen Magida has testified that when one company purchases the stock of another, the purchaser acquires the seller's assets and liabilities.

27. This Court concludes that new CNC purchased the Acquired Business and Purchased Assets "as is" without any representations or warranties in exchange for the $5 million dollar discount.

*3 **28.** The parties knew that old CNC would liquidate immediately upon the sale of the Acquired Business and Purchased Assets.

29. Pursuant to Paragraph 11.3 of the Acquisition Agreement, a condition precedent to new CNC's obligation was that new CNC receive an opinion letter from Shearman & Sterling, who represented old CNC and DSM, North America.

30. Shearman & Sterling's opinion letter in connection with the Paragraph 11.3 of the Acquisition Agreement states: "Seller has adopted a plan of liquidation of Seller immediately following the Closing, and Seller has taken certain actions in anticipation of such dissolution and liquidation. The Seller is duly qualified in the States of Florida, Georgia, North Carolina, and South Carolina."

31. Old CNC dissolved immediately after it sold the Acquired Business and Purchased Assets to new CNC. On November 6, 1986 old CNC filed with the Delaware Secretary of State a Certificate of Amendment to the October 1, 1962 Certification of Incorporation, changing its name to Augusta Liquidating Corp. On November 19, 1986, Augusta Liquidating Corp. filed a Certificate of Dissolution with the Delaware Secretary of State. On December 4, 1986, Augusta Liquidating Corp. filed a document with the Secretary of State of South Carolina surrendering its authority to transact business in South Carolina.

32. Old CNC was producing ammonia and nitrogen based products in Augusta, Georgia, when it sold the Acquired Business and Purchased Assets to new CNC.

33. After the transaction, new CNC continued to produce ammonia and nitrogen based products in Augusta.

34. Bill Copenhaver was the president of old CNC.

35. When new CNC purchased the Acquired Business and Purchased Assets from old CNC, Bill Copenhaver became the president of new CNC.

36. Five of the eight officers of old CNC became five of thirteen officers of new CNC. New CNC and old CNC did not share any common directors.

37. Old CNC was owned by DSM.

38. New CNC was owned by Andlinger, principals of Andlinger, and new CNC management.

39. New CNC agreed to offer employment to all of Old CNC's employees identified in Schedule 9.5 of the Acquisition Agreement upon terms and conditions for substantially equivalent positions.[5] Consequently, new CNC hired approximately 200 of old CNC's 800 employees. The remaining employees worked for Nipro or a newly created services company. Approximately 45 employees were left without any employment.

40. Ashley II and PCS agree that PCS is the successor to new CNC. On November 29, 1989, Fertilizer Industries, Inc. filed a Certificate of Ownership and Merger, merging new CNC, Fertilizer Finance, Inc., and Triazone Corporation into Fertilizer Industries, Inc. Fertilizer Industries, Inc. changed its name to Arcadian Corporation. On March 6, 1997, Arcadian Corporation filed a Certificate of Ownership and Merger with the Secretary of State of Delaware, merging Arcadian Corporation into PCS Nitrogen, Inc. ("PCS").

CONCLUSIONS OF LAW

*4 **A.** This civil action arises under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601, *et. seq.*

B. Accordingly, the Court has federal question jurisdiction pursuant to 28 U.S.C. § 1331.

C. On July 25, 2006, the Court bifurcated this action. This trial concerns only whether PCS is the successor to old CNC, who owned and operated the Site at the time of the release of the hazardous substance.

D. The plaintiff bears the burden of proving that the defendant is a responsible party under CERCLA. 42 U.S.C. § 9607(a); *Minyard v. Southeastern Chem. & Solvent Co.*, 184 F.3d 373, 385 (4th Cir.1999). The plaintiff bears the burden of proving the defendant's liability by a preponderance of the evidence. *Id.*

Federal Law

E. CERCLA is silent as to the liability of successor corporations. *See*42 U.S.C. §§ 9601, et. seq., § 9607(a); *United States v. Carolina Transformer*, 978 F.2d 832, 837 (4th Cir.1992).

F. Under federal law, a corporation which acquires the assets of another corporation does not assume the environmental liabilities of the predecessor corporation unless one of the following exceptions is met: (1) the successor expressly or impliedly agrees to assume the predecessor's liabilities; (2) the transaction may be considered a de facto merger;[6] (3) the successor may be considered a mere continuation of the predecessor;[7] or (4) the transaction was fraudulent. *United States v. Carolina Transformer*, 978 F.2d 832, 837 (4th Cir.1992). In addition, one corporation is the successor of another where there is substantial continuity between the successor and predecessor. Under the substantial continuity approach, a court should consider the following series of factors:

(1) retention of the same employees

(2) retention of the same supervisory personnel

(3) retention of the same production facilities

(4) production of the same product

(5) retention of the same name

(6) continuity of assets

(7) continuity of general business operations

(8) whether the successor holds itself out as the continuation of the previous enterprise

*Id.*The Court will consider the applicability of each of these four exceptions in turn as well as the applicability of the doctrine of substantial continuity.

WHETHER NEW CNC EXPRESSLY OR IMPLIEDLY AGREED TO ASSUME OLD CNC'S LIABILITIES

Principles of Contract Interpretation under New York Law

G. Section 16.3 of the Acquisition Agreement states that it is governed by New York law. Under New York law, the initial interpretation of a contract is a matter of law for the court to decide. *Morgan Stanely Group, Inc., v. New England Ins. Co.*, 225 F.3d 270, 275 (2d Cir.2000). Words and phrases should be given their plain meaning, and the contract should be construed so as to give full meaning and effect to all of its provisions. *LaSalle Bank Nat. Ass'n v. Nomura Asset Capital Corp.*, 424 F.3d 195, 206 (2d Cir.2005). Part of a court's initial interpretation of a contract is the question of whether the terms of the contract are ambiguous. *Morgan Stanely Group, Inc., v. New England Ins. Co.*, 225 F.3d at 275.A contract is ambiguous if its terms are susceptible to more than one reasonable interpretation. *Evans v. Famous Music Corp.*, 1 N.Y.3d 452, 458, 775 N.Y.S.2d 757, 807 N.E.2d 869 (N.Y.Ct.App.2004). When a contract is ambiguous, extrinsic evidence is admissible to determine the intent of the parties. *Morgan Stanely Group, Inc., v. New England Ins. Co.*, 225 F.3d at 275.With these rules of construction in mind, the Court turns to the issue of whether new CNC agreed to assume old CNC's CERCLA liability for the Site.

Assumption of old CNC's Obligations to be Performed Under Court, Regulatory, or Administrative Order

***5 H.** New CNC expressly assumed old CNC's CERCLA liability in Paragraph 3.4 of the Acquisition Agreement, in which new CNC assumed "[a]ll obligations required to be performed under all court,

administrative, and regulatory orders applicable to the Seller."

I. The CERCLA response costs arising out of a release of a hazardous substance that occurred at the Site in Charleston during old CNC's ownership of the Site is an obligation applicable to old CNC and required to be performed under regulatory orders of the United States Environmental Protection Agency and South Carolina Department of Health and Environmental Control.

J. Therefore, new CNC assumed liability for old CNC's CERCLA response costs at the Site.

The Parties' Positions

K. The parties agree that the Acquisition Agreement determines whether new CNC assumed old CNC's CERCLA liability related to the Site. Both Ashley II and PCS claim that the Acquisition Agreement is unambiguous and should be interpreted as a matter of law. However, the parties dispute the meaning of the term "Acquired Business." The meaning of this term is significant because Article III of the Acquisition Agreement defines the "Assumed Liabilities" as old CNC's liabilities, which relate to the Acquired Business and Purchased Assets. [8]

L. PCS argues that the October 31, 1986 transaction was an asset sale in which new CNC acquired old CNC's Augusta plant. PCS relies on Recital A of the Acquisition Agreement which states:

> Seller, as of the date hereof, operates a business that produces and sells ammonia and nitrogen-based products (the "Acquired Business"). The Acquired Business does not include any of the business operations, assets or liabilities of Nipro, Inc., a Delaware Corporation ("Nipro").

PCS alleges that the Acquired Business is limited to the production of nitrogen and ammonia-based products in Augusta, Georgia, at the time of the transaction. Therefore, PCS concludes that the liabilities assumed by new CNC are limited to the production of nitrogen and ammonia based products at the Augusta plant.

M. In response, Ashley II argues that the parties intended a stock sale and that new CNC assumed all of old CNC's liabilities because when one company purchases the stock of another, the purchaser acquires all of the assets and liabilities that the seller had. Ashley II relies on Recital B of the Acquisition Agreement which states:

> Seller desires to sell to Buyer, and Buyer desires to purchase from Seller the Acquired Business, and Buyer is willing to acquire all of the property and assets relating to the Acquired Business, except as set forth herein, and to assume all obligations and liabilities relating to the Acquired Business, except as set forth herein, as if Seller were to sell and Buyer were to purchase the stock of Seller on the open market for the considerations and upon and subject to the terms and conditions set forth herein.

Ashley II claims that the meaning of this provision is that new CNC assumed all of old CNC's liabilities except for those expressly retained by old CNC or those relating to assets which were sold to another entity. Article IV of the Acquisition Agreement specifically limits old CNC's Retained Liabilities to taxes, extraordinary indebtedness owed to old CNC's affiliates, certain employee severance obligations, liabilities "arising out of or relating to the business and operations of Nipro," and unpaid wages.

Whether the Acquisition Agreement is Ambiguous

*6 N. At first glance, PCS appears to present a strong, plain text argument that the October 31, 1986 transaction was limited to the sale of old CNC's ammonia and nitrogen-based product operations in Augusta. However, in Recital B the parties expressly stated that they effected a stock sale. In addition, Article I of the Acquisition Agreement does not limit the Purchased Assets to those assets which relate to the Acquired Business; instead, the Purchased Assets

include all assets owned by old CNC including those assets related to or arising out of the Acquired Business other than the Retained Assets.

O. PCS claims that its liabilities are limited to those which relate to the production of ammonia and nitrogen-based products in Augusta. However, in Paragraph 3.4, new CNC specifically assumed liabilities that were not limited to the production of ammonia and nitrogen-based products in Augusta:

> All obligations required to be performed under all court, administrative, and regulatory orders applicable to the Seller, the Acquired Business or the purchased Assets.

P. Based on the parties' express intentions and these conflicting terms, the Acquisition Agreement suggests more than one reasonable interpretation of the term "Acquired Business." The Court therefore holds that the definition of "Acquired Business" in Recital A is ambiguous and that extrinsic evidence may be presented to determine whether the parties intended to limit the October 31, 1986 transaction to the sale of old CNC's ammonia and nitrogen-based product operations in Augusta.

Extrinsic Evidence

Parties Intent—a Transaction Tantamount to a Stock Sale

O. As evidenced by Recital B of the Acquisition Agreement, the parties intended a transaction tantamount to a stock sale. Stephen Magida represented new CNC and Andlinger in the October 31, 1986 transaction. Stephen Magida testified that when one company purchases the stock of another, the purchaser acquires the seller's assets and liabilities. The intent of the parties and Stephen Magida's testimony evidence that the Acquired Business includes all of old CNC and all of old CNC's assets and liabilities that were not specifically retained or sold to another entity.

Parties Intent—that Old CNC be Dead and Buried

R. DSM and old CNC intended that old CNC cease to exist. In order to realize a soon to expire $100 million tax advantage, DSM, N .V. decided to shut down old CNC. The tax advantage required that old CNC be dissolved by December 31, 1986, and that no further activity or claims be presented to old CNC thereafter.

S. Andlinger and new CNC knew that old CNC must be "dead and buried" by December 31, 1986.

1. First, Andlinger assessed the profitability of the transaction in a confidential, internal memorandum entitled "Proposed Acquisition of Columbia Nitrogen Corporation."In the memorandum, Andlinger states that old CNC "must be liquidated before the end of 1986."

***7 2.** Second, Article XI of the Acquisition Agreement states that a condition precedent to the obligation of new CNC was that new CNC receive an opinion letter from Shearman & Sterling. Shearman & Sterling's opinion letter to new CNC states: "Seller has adopted a plan of liquidation ... immediately following the Closing, and Seller has taken certain actions in anticipation of such dissolution and liquidation."

T. The intent of DSM and old CNC and new CNC's knowledge of that intent support Ashley II's proposition that the Acquired Business includes all of old CNC that was not specifically retained or sold to another entity.

Deep Discounted Price in Exchange for the Assumption of the Risk of Unknown Liabilities

U. In Andlinger's confidential, internal memorandum entitled "Proposed Acquisition of Columbia Nitrogen Corporation," Andlinger summarized the investment opportunity of the proposed Acquisition of old CNC. The memo states that the purchase price of $50 million represents a 60 percent discount from book value.

V. New CNC received an additional $5 million dollar discount in exchange for buying the Acquired Business and Purchased Assets "as is."[9]

W. Stephen Magida testified that Andlinger was comfortable enough with its due diligence to conclude

that any unknown liabilities would not exceed $5 million.

X. Therefore, new CNC willingly assumed the risk of unknown liabilities.

Y. The discounted purchase price and additional $5 million discount support Ashley II's proposition that the Acquired Business includes all of old CNC that was not specifically retained or sold to another entity.

New CNC's Intent to Acquire Substantially All of Old CNC

Z. Section 16.7 of the Acquisition Agreement states that all agreements entered into in connection with the Acquisition Agreement compose the Entire Agreement. Two agreements entered into in connection with the Acquisition Agreement include the Future Advance Agreement and the Guarantee Agreement.

1. The Future Advance Agreement and Guarantee Agreement were both signed on November 3, 1986, by Joseph Loredo, the chairman of new CNC and President of Andlinger, and these agreements concern the financing of the conveyance of the Acquired Business and Purchased Assets from old CNC to new CNC.

2.In both agreements, new CNC stated that it was purchasing "substantially all" of old CNC's business and acquiring "substantially all" of old CNC's liabilities. [10] The broad language "substantially all" contradicts PCS's arguments: (1) that new CNC limited the October 31, 1986 transaction to the sale of old CNC's ammonia and nitrogen-based product operations in Augusta, and (2) that new CNC limited its liabilities to those related to old CNC's ammonia and nitrogen-based product operations in Augusta.

AA. The Guarantee Agreement and Future Advance Agreement support Ashley II's proposition that the Acquired Business includes all of old CNC that was not specifically retained or sold to another entity.

Meaning of the term "Acquired Business"

***8 BB.** The Court finds that the Acquired Business includes all of old CNC that was not specifically retained or sold to another entity. Old CNC did not specifically retain its CERCLA liability for the hazardous release at the Site in Charleston; nor did old CNC convey this liability to another party. Accordingly, when new CNC bought the Acquired Business, new CNC bought a company that was producing ammonia and nitrogen-based products in Augusta, Georgia, and new CNC bought a company that had released hazardous substances in the course of its production of phosphate fertilizer at the Site in Charleston, South Carolina. Therefore, old CNC's CERCLA liability for the hazardous release at the Site relates to the Acquired Business, and new CNC assumed this liability.

WHETHER THE TRANSACTION MAY BE CONSIDERED A DE FACTO MERGER

CC. The equitable theory of de facto merger provides that when one corporation takes all of another corporation's assets without providing consideration that can be made available to meet the claims of the predecessor's creditors, the successor corporation assumes the predecessor's environmental liabilities. *See United States v. Carolina Transformer,* 978 F.2d 832, 837–38 (4th Cir.1992); *U.S. v. Davis Memorial Hosp.,* 956 F.2d 1163, *2 (4th Cir.1992). In this case, there was no de facto merger because new CNC did not take all of old CNC's assets; old CNC sold some assets to Nipro.

WHETHER NEW CNC MAY BE CONSIDERED A MERE CONTINUATION OF OLD CNC

DD. Under the doctrine of mere continuation, a successor corporation may be considered a mere continuation of the predecessor corporation if after the transfer of assets, only one corporation remains, and there is an identity of stock, stockholders, and directors between the two corporations. *See United States v. Carolina Transformer,* 978 F.2d 832, 837–38 (4th Cir.1992). New CNC is not the mere continuation of old CNC because new CNC and old CNC did not share any common directors.

WHETHER THE TRANSACTION WAS FRAUDULENT

EE. A successor corporation assumes environmental liability of the predecessor corporation when the

transaction entered into by the parties is fraudulent. *See United States v. Carolina Transformer*, 978 F.2d 832, 837–38 (4th Cir.1992). The parties do not claim that the October 31, 1986 transaction was fraudulent. The evidence does not show that the transaction was fraudulent, and the Court holds that the transaction was not fraudulent.

WHETHER THERE IS SUBSTANTIAL CONTINUITY BETWEEN OLD CNC AND NEW CNC

FF. One corporation is the successor of another where there is substantial continuity between the successor and predecessor. Under the substantial continuity approach, a court should consider the following series of factors:

(1) retention of the same employees

(2) retention of the same supervisory personnel

(3) retention of the same production facilities

(4) production of the same product

*9 (5) retention of the same name

(6) continuity of assets

(7) continuity of general business operations

(8) whether the successor holds itself out as the continuation of the previous enterprise

See United States v. Carolina Transformer, 978 F.2d 832, 837–38 (4th Cir.1992).

GG. There is substantial continuity between new CNC and old CNC. There was a continuity of personnel between old CNC and new CNC; new CNC hired approximately 200 of old CNC's 800 employees. Bill Copenhaver acted as the president of both corporations, and five of the eight officers of old CNC became five of thirteen officers of new CNC. There was a continuity of general business operations between old CNC and new CNC; new CNC continued to produce ammonia and nitrogen based products in August, Georgia. In addition, new CNC retained old CNC's name: "Columbia Nitrogen Corporation." There was a continuity of assets between old CNC and new CNC; pursuant to Article I of the Acquisition Agreement, new CNC acquired all of old CNC's assets that were owned by old CNC, including those assets that related to or arose out of the Acquired Business.

HH. In addition, new CNC held itself out as the continuation of old CNC. Joseph Loredo, president of Andlinger and chairman of new CNC, sent letters dated October 21, 1986, to old CNC's creditors stating:

> It is with great pleasure that we announce to you that on or about October 31, 1986, [new CNC] will acquire the business and substantially all the assets and liabilities of [old CNC] in a bulk transaction.

II. In addition, the letters informed old CNC's creditors that the debts are to be paid in full as they fall due as a result of the transaction and that the creditors should send their bills to new CNC at a specified Post Office box in Augusta.

JJ. Therefore, the Court holds that there is substantial continuity between new CNC and old CNC, and that as a result of this substantial continuity, new CNC assumed old CNC's environmental liability related to the Site.

South Carolina Law [11]

KK. Under South Carolina law, a corporation which acquires the assets of another corporation does not assume the liabilities of the predecessor corporation unless one of the following exceptions is met: (1) the successor agreed to assume the debts of the predecessor; (2) the circumstances surrounding the transaction warrant a finding of consolidation or merger of the two corporations; [12] (3) the successor was a mere continuation of the predecessor; [13] or (4) the transaction was entered into fraudulently for the purpose of wrongfully defeating creditors' claims. *Simmons v. Mark Lift Indus., Inc.*, 366 S.C. 308, 622 S.E.2d 213, 215 (S.C.2005).

Whether new CNC agreed to Assume the Debts of old CNC

LL. In Article III of the Acquisition Agreement new CNC agreed to assume the debts of old CNC.[14] In addition, as stated above, Joseph Loredo, president of Andlinger and chairman of new CNC, sent letters dated October 21, 1986, to old CNC's creditors stating: (1) that a bulk sale transfer is about to be made; (2) that the debts are to be paid in full as they fall due as a result of the transaction; and (3) that the creditors should sent their bills to a post office box in Augusta. Therefore, new CNC agreed to assume old CNC's liabilities, and under South Carolina law, new CNC assumed old CNC's CERCLA liability related to the Site.

Whether the circumstances surrounding the transaction warrant a finding of consolidation or merger of old CNC and new CNC

***10 MM.** In this case, the circumstances surrounding the transaction by which new CNC bought the Acquired Business and Purchased Assets from old CNC warrant a finding of consolidation or merger of the two corporations. The evidence is susceptible of no other inference than that old CNC immediately went out of existence after the transaction, leaving no one to be sued by its creditors and no property to satisfy its debts.

1. After the transaction, old CNC immediately dissolved. Old CNC's intent to dissolve was mentioned expressly in Shearman & Sterling's opinion letter to new CNC and in new CNC's confidential, internal memorandum assessing the profitability of the transaction.

2. Both parties instructed old CNC's creditors to send bills to new CNC.

3.After the transaction, old CNC held no property, and only new CNC remained to be sued by old CNC's creditors.

Accordingly, the Court finds that under South Carolina law there was a consolidation or merger between old CNC and new CNC.

Whether new CNC is a mere continuation of old CNC

NN. Under South Carolina law, the mere continuation exception is applicable only where there is a commonality of ownership. DSM owned old CNC. Andlinger owned new CNC. Therefore, in this case, new CNC was not the mere continuation of old CNC because there was no commonality of ownership.

Whether new CNC and old CNC entered into the transaction fraudulently for the purpose of wrongfully defeating creditors' claims

OO. The October 31, 1986 transaction was not entered into fraudulently for the purpose of wrongfully defeating creditors' claims. The parties do not claim that the October 31, 1986 transaction was fraudulent. The evidence does not show that the transaction was fraudulent, and the Court holds that the transaction was not fraudulent.

Conclusion

For the foregoing reasons, new CNC is the successor to old CNC. The parties agree that PCS is the successor to new CNC. The Court holds that the defendant PCS is the successor to old CNC.

AND IT IS SO ORDERED.

All Citations

Not Reported in F.Supp.2d, 2007 WL 2893372, 66 ERC 1385

Footnotes

1 The Purchased Assets are the assets owned by old CNC and include those assets that relate to or arise out of the Acquired Business. Article I of the Acquisition Agreement defines the "Purchased Assets" as follows:

> Subject to the terms and conditions set forth in this Agreement, with effect from the Effective Date (as defined in Article VI), Seller shall sell, transfer, convey, and assign to Buyer, and Buyer shall purchase and acquire from Seller, all of the assets, properties, rights, franchises and privileges of every kind or nature, tangible or intangible, including without limitation contingent and unknown interests, claims[,] and rights and all warranties, guaranties and other rights to performance by third parties, owned by Seller or related to or arising out of the Acquired Business or the assets to be purchased hereunder, other than

the Retained Assets (as defined in Article II), wherever located, as the same shall exist on the Effective Date with any changes therein through the Closing Date (hereinafter the "Purchased Assets") ...

Recital A of the Acquisition Agreement defines Acquired Business as follows:

Seller, as of the date hereof, operates a business that produces and sells ammonia and nitrogen-based products (the "Acquired Business"). The Acquired Business does not include any of the business operations, assets or liabilities of Nipro, Inc., a Delaware Corporation ("Nipro").

2 Section 16.7 of the Acquisition Agreement states that the Entire Agreement consists of the "Acquisition Agreement and all other agreements entered into in connection herewith."

3 In a confidential, internal memorandum entitled "Proposed Acquisition of Columbia Nitrogen Corporation," Andlinger summarized the investment opportunity of the proposed Acquisition of old CNC. The memo states that the purchase price of $50 million represents a 60 percent discount from book value.

4 Paragraph 9.4 of the Acquisition Agreement states:

[T]he Purchased Assets are being sold by the Seller "AS IS." Buyer expressly acknowledges and accepts that no representations or warranties, express or implied, in fact or by law, of merchantability, fitness of any particular purpose or condition, are being made by the Seller concerning or with regard to the condition of the Acquired Business or Purchased Assets.

5 Paragraph 9.5 of the Acquisition Agreement states:

Buyer intends to make, and on the Closing Date will have made, an offer of employment, effective the Effective Date, to each employee of Seller listed on Schedule 9.5 upon terms and conditions and for a position substantially equivalent to that held by such employee on the Effective Date.

6 De facto merger is an equitable theory that applies where one corporation takes all of another's assets without providing any consideration that could be made available to meet claims of the other's creditors. Factors include: (a) continuity of management, personnel, physical location, assets, and general business operations; (b) continuity of ownership; (c) prompt cessation of the seller corporation's operations; and (d) assumption by the purchaser of obligations ordinarily necessary for the uninterrupted continuation of normal business operations of the seller. *U.S. v. Davis Memorial Hosp.*, 956 F.2d 1163, *2 (4th Cir.1992); *Acme Boot Co. v. Tony Lama Interstate Retail Stores, Inc.*, 929 F.2d 691, *3 (4th Cir.1991).

7 The successor is a mere continuation of the predecessor if after the transfer of assets, only one corporation remains, and there is an identity of stock, stockholders, and directors between the two corporations.

8 Article III of the Acquisition Agreement defined the Liabilities to be Assumed by Buyer as:

any and all liabilities and obligations of Seller relating to the Acquired Business and Purchased Assets, other than the Retained Liabilities (as Defined in Article IV), whether absolute, accrued, contingent or otherwise, whether known or unknown and whether or not disclosed in the financial statements of Seller or otherwise and whether relating to conditions existing or to events or occurrences before or after the Effective Date (the "Assumed Liabilities").

9 This provision is set forth in Paragraph 9.4 of the Acquisition Agreement:

[T]he Purchased Assets are being sold by the Seller "AS IS." Buyer expressly acknowledges and accepts that no representations or warranties, express or implied, in fact or by law, of merchantability, fitness of any particular purpose or condition, are being made by the Seller concerning or with regard to the condition of the Acquired Business or Purchased Assets..

10 The first substantive paragraph of the Guarantee Agreement states:

Whereas, pursuant to the terms of an Acquisition Agreement dated as of October 31, 1986, (the "Acquisition Agreement", between [old CNC] and [new CNC, new CNC] is purchasing from [old] CNC substantially all of [old] CNC's business, assets and operations and assuming substantially all of [old] CNC's liabilities (collectively the "Business").

Similarly, the first sentence of the Future Advance Agreement which new CNC entered into with INELBO, B.V., a Netherlands corporation and the lender states:

Borrower's [Andlinger's] wholly owned subsidiary [new CNC] has entered into an agreement dated as of October 31, 1986, providing for, *inter alia*, the purchase by such subsidiary of substantially all of the assets and liabilities of Columbia Nitrogen Corporation, a Delaware corporation and an affiliate of Lender.

11 New York law applies to the interpretation of the Acquisition Agreement. However, the Court has examined federal law and South Carolina law to determine whether new CNC is the successor to old CNC.

12 The circumstances warrant a finding of consolidation or merger when the evidence is susceptible of no other inference than that the predecessor had gone out of existence, leaving no one to be sued by its creditors and no property to satisfy its debts; that it had become consolidated or merged into the predecessor; and that liability for outstanding claims against it had been expressly or impliedly assumed by the successor corporation. *Huggins v. Commercial and Savings Bank*, 141 S.C. 480, 140 S.E. 177, 186 (S.C.1927).

13 The mere continuation exception is applicable only where there is a commonality of ownership, *i.e.* the predecessor and successor corporations have substantially the same officers, directors, and shareholders. *Simmons v. Mark Lift Indus., Inc.*, 366 S.C. 308, 622 S.E.2d 213, 215 (S.C.2005).

14 New CNC's Assumed Liabilities include:

> [A]ny and all liabilities and obligations of Seller relating to the Acquired Business and Purchased Assets, other than the Retained Liabilities ... whether absolute, accrued, contingent or otherwise, whether known or unknown and whether or not disclosed in the financial statements of Seller or otherwise and whether relating to conditions existing or to events or occurrences before or after the Effective Date (the "Assumed Liabilities").

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Shareholder

November 13, 2015

The Honorable G. Thomas Cooper, Jr.
Circuit Court Judge
Post Office Box 192
Columbia, SC 29202-0192

Re: PCS Nitrogen, Inc. v. Continental Casualty Company, Admiral Insurance Company, United States Fire Insurance Company, ACE Property & Casualty Insurance Company, Home Insurance Company, Certain Underwriters at Lloyd's London, the Avia Companies, the Winterthur Companies, Certain London Market Insurance Company, Providence Washington Insurance Company, as Successor in Interest by Way of Merger to Seaton Insurance Company, f/k/a Unigard Security Insurance Company, 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):
Civil Action No. 11-CP-10-387
Claim No.
C&L File No. 001551-00100

Dear Judge Cooper:

Please find enclosed a courtesy copy of Defendant United States Fire Insurance Company and Continental Casualty Company's Reply Memorandum in Support of Motion for Summary Judgment in the above-referenced matter. By copy of this letter and the memorandum to all counsel, via electronic mail only, I am advising them of this communication and am serving same on them on behalf of United States Fire Insurance Company, and with permission of Mr. Templeton also on behalf of Continental Casualty Company. The original memorandum will be filed in the Court this afternoon.

Please let us know should you have any questions or need anything further.

With warmest regards,

Sincerely,

R. Scott Wallinger, Jr.

cc (via email):

John S. Favate, Esquire
Robert F. Walsh, Esquire
Adam J. Neil, Esquire
Wm. Howell Morrison, Esquire
Morgan S. Templeton, Esquire
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