

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

RECEIVED

MAR 12 2011

S.C. SUPREME COURT

PCS Nitrogen, Inc. Petitioner,

v.

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

APPENDIX - VOLUME IV

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge

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

RECEIVED

OCT 19 2016

SC Court of Appeals

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

vs.

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

**RECORD ON APPEAL
VOLUME 3 OF 6**

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01/21/2009 02:59 PM

DECLARATIONS PAGE OF

- ☒ The Republic Insurance Company
☐ The Vanguard Insurance Company

CDU 1593
RENEWAL OF NO.

Declaration Items

ITEM 1. Name and Address of Named Insured

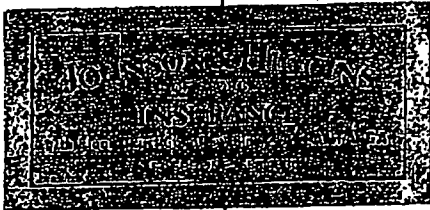
Columbia Nitrogen Corporation, etal.
(See Endorsement No. 1)
P O Box 1483
Augusta, Georgia 30903

Business of Insured

Fertilizers and Industrial Chemicals Manufacturer

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

ITEM 3. Underlying Insurance

Coverage	Limits of Liability
See Endorsement No. 2	
	

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

ITEM 5. Limits of Liability - Ultimate Net Loss

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

ITEM 6. Premium : 97,000.00 Minimum and Deposit

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

Countersigned

(Authorized Representative)

4-4-79BR

ORIGINAL

CDU 2583

CDU 2583

DSM-016711

CONFIDENTIAL

2016-001140 Record on Appeal 900

REP001101

01/21/2009 02:59 PM

COVERAGE SUBJECT TO FOLLOWING EXCEPTIONS IF ANY:

4

DSM-016712

CONFIDENTIAL

2016-001140 Record on Appeal 901

REP001102

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

It is agreed that the policy does not apply:

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

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

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

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

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

DSM-016713

CONFIDENTIAL

2016-001140 Record on Appeal 902

REP001103

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

PAGE 2.

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

"nuclear facility" means

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

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

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

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

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

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

REPUBLIC INSURANCE COMPANY

CDU 62

CAS DIV 371

DSM-016714

CONFIDENTIAL

2016-001140 Record on Appeal 903

REP001104

01/21/2009 02:59 PM

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

Date Effective: April 1 197 9

Insured Columbia Nitrogen Corporation, etal.

Endorsement No. 1

NAMED INSURED

It is hereby understood and agreed that Named Insured is Completed to read:

Columbia Nitrogen Corporation, Nipro, Inc., Columbia Communications Systems, Inc., and any owned, controlled, managed, affiliated or subsidiary companies or corporations as their respective interest may appear and/or joint ventures and/or partnerships in which any of the above mentioned are engaged, either as a participant therein or as a manager thereof or both.

All other terms and conditions remaining unchanged.

Attached to and forming part of ~~Coverage~~ Policy No. CDV 2583 Republic Insurance Company

Houston, Texas.

Gravens, Dargan & Company Special Risks
By 

4679 BIV 236

DSM-016715

CONFIDENTIAL

2016-001140 Record on Appeal 904

REP001105

01/21/2009 02:59 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS

P O BOX 1860

HOUSTON, TEXAS 77002

Date Effective: April 1 197 9

Insured Columbia Nitrogen Corporation, etal.

Endorsement No. 2

It is hereby understood and agreed that as respects Item 3 - Underlying

Insurance is Completed as follows:

COMPREHENSIVE GENERAL LIABILITY

Including:

Products Completed Operations
Blanket Contractual
Personal Injury
(Gibraltar)

BODILY INJURY AND PROPERTY DAMAGE

\$500,000.00 each occurrence
\$500,000.00 aggregate
Combined Single Limit

COMPREHENSIVE AUTOMOBILE LIABILITY
(Travelers)

BODILY INJURY AND PROPERTY DAMAGE

Combined Single Limit:
\$500,000.00 each person
\$500,000.00 each occurrence

EMPLOYERS LIABILITY
(Employers Re)

\$5,000,000.00 each accident

MARITIME LIABILITY
(Employers Re)

\$500,000.00 each person
\$500,000.00 each occurrence

AIRCRAFT LIABILITY
(INA)

\$20,000,000.00 each occurrence
\$20,000,000.00 aggregate

FOREIGN COMPREHENSIVE GENERAL LIABILITY
(Granite State)

Combined Single Limit
\$500,000.00 each occurrence
\$500,000.00 aggregate

All other terms and conditions remaining unchanged.

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

Houston, Texas.

Cravens, Dargan & Company Special Risks

By

CAS DIV 236
4-4-79sr

DSM-016716

CONFIDENTIAL

2016-001140 Record on Appeal 905

REP001106

EFFECTIVE: April 1, 1979INSURED: Columbia Nitrogen Corporation, etal.ENDORSEMENT NO. 3FOLLOW FORM ENDORSEMENT

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

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

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

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

4-4-79sr

BY: CDU 65
CAS/DIV 460

DSM-016717

CONFIDENTIAL

2016-001140 Record on Appeal 906

REP001107

01/21/2009 02:59 PM

EFFECTIVE: April 1, 1979

INSURED: Columbia Nitrogen Corporation, etal.

ENDORSEMENT NO. 4

EXCLUSION(S) ENDORSEMENT

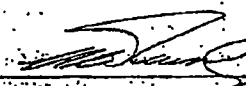
In consideration of the premium charged for this policy, it is agreed the policy shall not apply to loss arising out of:

- _____ 1. The ownership, maintenance, operation or use of any Watercraft.
 - _____ 2. The ownership, maintenance, operation or use of any Aircraft.
 - X _____ 3. Injury to or destruction of property of others in the Insured's care, custody, or control or property over which for any purpose the Insured is exercising physical control.
 - X _____ 4. Injury to or destruction of property leased to, rented to or occupied by the Insured.
 - X _____ 5. The discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.
 - _____ 6. Any liability for personal injury to the master or a member of the crew of any vessel.
 - _____ 7. Any negligence, error or omission, malpractice or mistake of a professional nature committed or alleged to have been committed by or on behalf of the insured in the conduct of any of the insured's business activities.
 - _____ 8. Any liability for Personal Injury or Property Damage arising out of Products or Completed Operations as described in (Insuring Agreement #9).
 - _____ 9. To Personal Injury arising out of:
 - (a) false arrest, detention or imprisonment, or malicious prosecution;
 - (b) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy, except publications or utterances in the course of or related to advertising broadcasting or telecasting activities conducted by or on behalf of the named insured;
 - (c) wrongful entry or eviction, or other invasion of the right of private occupancy;
 - _____ 10. Any liability assumed by the Insured under any contract or agreement.
 - X _____ 11. Any liability resulting out of the intentional or unintentional violation or violations of any provision or provisions of the Employee Retirement Income Security Act of 1974 (ERISA) or any amendment thereof, nor to the administration or handling of or in connection with any employee benefit program subject to regulation by said above mentioned Employee Retirement Income Security Act of 1974 or any amendment thereof.
 - _____ 12. The interest of the manufacturer of any product handled, distributed or sold by any insured.
- No insurance is afforded by this policy for any liability assumed by any insured under a contract between any insured and the manufacturer of any product handled, distributed or sold by any insured.

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

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

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

BY: 

DSM-016718

CONFIDENTIAL

2016-001140 Record on Appeal 907

REP001108

01/21/2009 02:59 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS
P. O. BOX 1840
HOUSTON, TEXAS 77001

Date Effective: September 1, 1979

Insured Columbia Nitrogen Corporation, et al.

Endorsement No. 11

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

All other terms and conditions remaining unchanged.

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

Houston, Texas.

Cravens, Dargan & Company Special Risks

By B. J. D. Bell

GAS/RIV 417.

8-11-79

DSM-016719

CONFIDENTIAL

2016-001140 Record on Appeal 908

REP001109

01/21/2009 02:59 PM

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

Date Effective: April 1 197 9

Insured Columbia Nitrogen Corporation, et al.

Endorsement No. 5

FOREIGN LIABILITY

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

All other terms and conditions remaining unchanged.

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

Houston, Texas.

CAS/DIV 417

Cravens, Dargan & Company Special Risks

By 

DSM-016720

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2016-001140 Record on Appeal 909

REP001110

01/21/2009 02:59 PM

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

Date Effective: April 1 197 9

Insured Columbia Nitrogen Corporation, et al.

Endorsement No. 6

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

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

All other terms and conditions remaining unchanged.

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

Houston, Texas.

Cravens, Dargan & Company Special Risks

CAS/DIV 417
4-4-79sr

By: 

DSM-016721

CONFIDENTIAL

2016-001140 Record on Appeal 910

REP001111

01/21/2009 02:59 PM

REPUBLIC INSURANCE COMPANY

P. O. BOX 1660

HOUSTON, TEXAS 77001

Date Effective: April 1 197 9

Insured Columbia Nitrogen Corporation, etal.

Endorsement No. 7

ARCHITECTS, ENGINEERS OR SURVEYORS PROFESSIONAL LIABILITY EXCLUSION

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

All other terms and conditions remaining unchanged.

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

Houston, Texas.

Republic Insurance Company

CAS/DIV 466

4-4-79 or

By

DSM-016722

CONFIDENTIAL

2016-001140 Record on Appeal 911

REP001112

01/21/2009 02:59 PM

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

Date Effective: April 1 1979

Insured Columbia Nitrogen Corporation, et al.

Endorsement No. 8

ADDITIONAL INSURED ENDORSEMENT

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

All other terms and conditions remaining unchanged.

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

Houston, Texas

CAS/DIV 417

Cravens, Dargan & Company Special Risks

By 

DSM-016723

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2016-001140 Record on Appeal 912

REP001113

01/21/2009 02:59 PM

New York
 Atlanta
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 Cleveland
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 Detroit
 Hartford
 Honolulu
 Houston
 Los Angeles
 Miami
 Minneapolis
 New Orleans
 Philadelphia
 Phoenix
 Pittsburgh
 Portland
 Richmond
 St. Louis
 San Diego
 San Francisco
 Seattle
 Wilmington
 Tokyo
 Singapore
 Taipei
 Hong Kong

JOHNSON & HIGGINS

OF GEORGIA, INC.

Business Established New York 1845

INSURANCE BROKERS-AVERAGE ADJUSTERS
 ACTUARIES-EMPLOYEE BENEFIT PLAN CONSULTANTS

File with
 Republic
 Umbrella
 Liability
 Policy

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

CABLE ADDRESS "KEMODEN"

SEVENTEENTH FLOOR
 1700 TRUST COMPANY OF GEORGIA BUILDING
 P. O. BOX 111, ATLANTA, GEORGIA 30301
 TEL 658-1000 AREA CODE 404

July 30, 1979

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

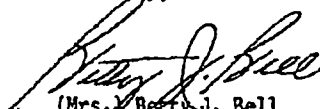
Columbia Nitrogen Corporation
 Umbrella Liability #CDU 2583

Dear Mr. Gladden:

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

If you have any questions, please call us.

Sincerely,


 (Mrs.) Betty J. Bell
 Casualty Department

BJB/jei/J18
 Enclosures

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

RECEIVED

JUL 31 1979

Columbia Nitrogen
 INSURANCE DEPT.

DSM-016727

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2016-001140 Record on Appeal 913

REP001114

01/21/2009 02:59 PM

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

Date Effective: April 1 197 9
Insured Columbia Nitrogen Corporation, etal.
Endorsement No. 9

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

All other terms and conditions remaining unchanged.

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

Houston, Texas.

CAS/DIV 417

Cravens, Dargan & Company Special Risks
By Betty J. Bell
JOHNSON & HIGGINS OF GA, INC.

DSM-016728

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2016-001140 Record on Appeal 914

REP001115

01/21/2009 02:59 PM

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

Date Effective: August 24, 1979

Insured Columbia Nitrogen Corporation, et al.

Endorsement No. - 10

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

\$20,000,000.00 each occurrence

\$20,000,000.00 aggregate

All other terms and conditions remaining unchanged.

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

Houston, Texas.

Cravens, Dargan & Company Special Risks

CAS/DIV 417
9-11-79sr

By *Betty J. Bell*

DSM-016729

CONFIDENTIAL

2016-001140 Record on Appeal 915

REP001116

EXCLUSIONS

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

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

- a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (iv) for improper or inadequate performance, design or specification, but nothing herein contained shall be construed to exclude claims made against the insured for personal injuries or property damage (other than property damage to a product of the insured) resulting from improper or inadequate performance, design or specification;

- (d) to any employee with respect to personal injury to or death of another employee of the same employer injured in the course of such employment;
- (e) to liability arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft or watercraft owned by any insured or leased by any insured for a period of more than thirty consecutive days; provided however, this exclusion shall not apply to liability of the Named Insured for any other non-owned aircraft or watercraft;
- (f) to any liability of the insured due to war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- (g) to injury to or destruction of property owned by any Named Insured;
- (h) to liability of any insured hereunder for assault and battery committed by or at the direction of such insured except liability for personal injury or death resulting from any act alleged to be assault and battery committed for the purpose of preventing personal injury or property damage.

CONDITIONS

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

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

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

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

- (a) except as provided in sub-paragraph (b) hereof, the applicable limits of liability of the policies of underlying insurance set forth in Item 3 of the Declarations; or

- (b) as respects each occurrence not covered by such underlying insurance, or where each occurrence is covered by such underlying insurance but in recoverable amounts less than the underlying limits set forth in Item 4 of the Declarations, the amount of ultimate net loss set forth in the Declarations as "Underlying Limits".

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

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

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

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

each consecutive twelve months of the policy period, arising out of the Products-Completed Operations Hazards, and

- (2) because of all personal injury during each consecutive twelve months of the policy period sustained from Occupational Disease by any employee of the insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thomas L. Bradley
Secretary

John F. Knight
President

DSM-016731

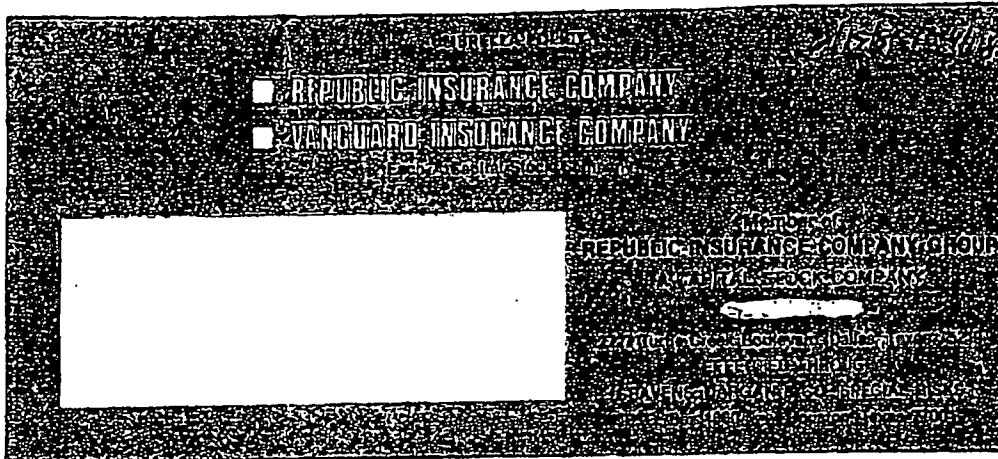
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REP001118

EXHIBIT 3

2016-001140 Record on Appeal 918



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

INSURING AGREEMENTS

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

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

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

II. DEFINITIONS

1. Insured

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

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

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

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

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

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

2. Personal Injury

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

3. Property Damage

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

4. Advertising Liability

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

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Ultimate Net Loss

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

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

6. Automobile

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

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

7. Aircraft

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

8. Completed Operations Hazard

The term "completed operations" hazard includes personal injury and property damage arising out of the operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs after such operations have been completed or abandoned and occur away from premises owned by or rented to the Named Insured:

"Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed;
- (2) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed, or

- (3) when the portion of the work of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or sub-contractor engaged in performing operations for a principal as a part of the same project.

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

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

- (a) operations in connection with the transportation of property, unless the personal injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof;
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations".

9. Products Hazard

The term "products hazard" includes personal injury and property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others.

10. Occurrence

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

III POLICY PERIOD - TERRITORY This policy applies to personal injury, property damage or advertising liability which occurs anywhere during the policy period.

EXCLUSIONS

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REP001121

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DECLARATIONS PAGE OF

- ☒ The Republic Insurance Company
☐ The Vanguard Insurance Company

New

RENEWAL OF NO.

Declaration Items

ITEM 1. Name and Address of Named Insured

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

Business of Insured Fertilizer manufacturer.

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

ITEM 3. Underlying Insurance

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

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

ITEM 5. Limits of Liability - Ultimate Net Loss

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

ITEM 6. Premium \$ 33,788.00

ITEM 7. Rate Flat

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

Countersigned

ORIGINAL

(Authorized Representative)

CDU 6578

CDU 6578

DSM-016766

CONFIDENTIAL

2016-001140 Record on Appeal 921

REP001122

01/21/2009 02:59 PM

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

Date Effective, June 15, 1981

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 24

POLLUTION EXCLUSION - II

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

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81dl

CDU 84b

S/L 84b

[Signature]
By Dravens, Dargan & Company Special Risks

DSM-016767

CONFIDENTIAL

2016-001140 Record on Appeal 922

REP001123

01/21/2009 02:59 PM

Date Effective, June 15, 1981

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

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 23

INTERPRETIVE ENDORSEMENT

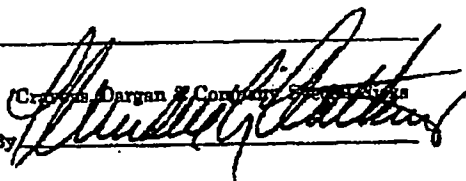
It is understood and agreed definition of Property Damage, Insuring Agreement 3, is amended to include "loss of use of property not injured or destroyed".

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81d1

S/L 120

By 
Cravens, Dargan & Company Special Risks

DSM-016768

CONFIDENTIAL

2016-001140 Record on Appeal 923

REP001124

01/21/2009 02:59 PM

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

Date Effective, June 15, 19 81

Insured Columbis Nitrogen Corp., etal.

Endorsement No. 22

INTERPRETIVE ENDORSEMENT

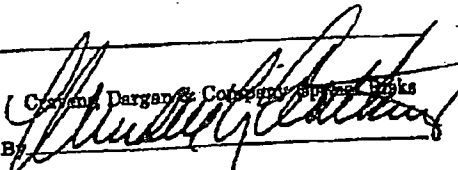
It is hereby understood and agreed that coverage is afforded for aircraft liability for the owner of any hired aircraft as his interest may appear.

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81d1

S/L 120

By Cravens, Dargan & Company Special Risks


DSM-016769

CONFIDENTIAL

2016-001140 Record on Appeal 924

REP001125

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS

P. O. BOX 1660

HOUSTON, TEXAS 77001

Date Effective, June 15, 1981

Insured Columbia Nitrogen Corp., et al.

Endorsement No. 21

INTERPRETIVE ENDORSEMENT

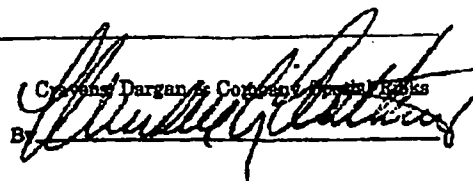
It is hereby understood and agreed that coverage is afforded for aircraft liability where assumed by contract.

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81d1

S/L 120

CRAVENS, DARGAN & COMPANY SPECIAL RISKS
By 

DSM-016770

CONFIDENTIAL

2016-001140 Record on Appeal 925

REP001126

01/21/2009 03:00 PM

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

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

INTERPRETIVE ENDORSEMENT

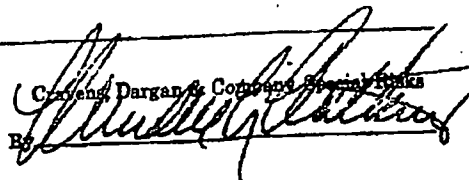
It is hereby understood and agreed that as respects non-owned aircraft coverage employees are included as additional insureds.

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81d1

S/L 120

Cravens, Dargan & Company Special Risks
By 

DSM-016771

CONFIDENTIAL

2016-001140 Record on Appeal 926

REP001127

01/21/2009 03:00 PM

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

Date Effective, June 15, 1981

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 19

AUTOMATIC COVERAGE-NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

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

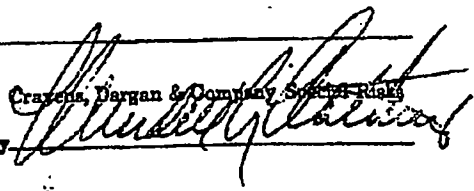
All other terms and conditions remaining unchanged.

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

Houston, Texas 7/8/81d1

S/L 120

CRAVENS, DARGAN & COMPANY SPECIAL RISKS

By 

DSM-016772

CONFIDENTIAL

2016-001140 Record on Appeal 927

REP001128

01/21/2009 03:00 PM

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

Date Effective, June 15, 19 81
Insured Columbia Nitrogen Corp., etal.
Endorsement No. 18

HIRED AUTOMOBILES

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

All other terms and conditions remaining unchanged

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

Houston, Texas. 7/8/81d1

S/L 120

By [Signature]
Cravens, Dargan & Company Special Risks

DSM-016773

CONFIDENTIAL

2016-001140 Record on Appeal 928

REP001129

01/21/2009 03:00 PM

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

Date Effective, June 15, 1981

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 17

PERSONAL INJURY-FOLLOWING FORM

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

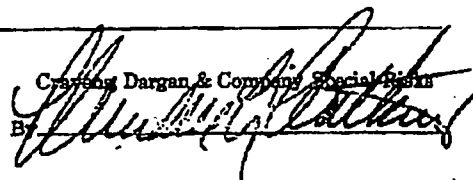
Wrongful entry or eviction, or other invasion of the right of private occupancy and/or private property.

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81d1

S/L 120

Cravens Dargan & Company Special Risks
By 

DSM-016774

CONFIDENTIAL

2016-001140 Record on Appeal 929

REP001130

01/21/2009 03:00 PM

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

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 16

UNINTENTIONAL FAILURE TO DISCLOSE

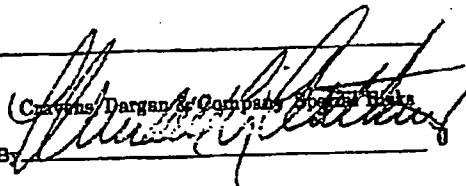
The unintentional failure of the named insured to disclose all hazards existing on the effective date of this policy shall not prejudice the insured with respect to the insurance afforded by this policy.

All other terms and conditions remaining unchanged

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

Houston, Texas.

S/L 120

By 
Gravens, Dargan & Company Special Risks

DSM-016775

CONFIDENTIAL

2016-001140 Record on Appeal 930

REP001131

01/21/2009 03:00 PM

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

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 15

UNIMPAIRED AGGREGATE ENDORSEMENT

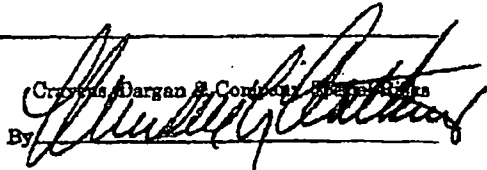
In consideration of the premium charged, it is mutually understood and agreed that for purposes of determining the excess coverage afforded under this policy, the underlying aggregate limits of the Insured's primary policy shall be construed to be unimpaired as of the effective date of this excess policy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

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81dl

S/L 120

By CRAVENS, DARGAN & COMPANY SPECIAL RISKS


DSM-016776

CONFIDENTIAL

2016-001140 Record on Appeal '931

REP001132

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS
P. O. BOX 1060 HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 14

BROAD NAMED INSURED ENDORSEMENT

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

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

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

YEARGIN CONSTRUCTION CO.

TECHNICAL MAINTENANCE, INC.

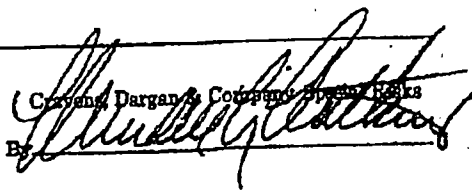
but only as respects operations performed on behalf of the Named Insured.

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81dl

s/L 120

CRAVENS, DARGAN & COMPANY SPECIAL RISKS
By 

DSM-016777

CONFIDENTIAL

2016-001140 Record on Appeal 932

REP001133

01/21/2009 03:00 PM

Date Effective, June 15, 1981

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

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 13

BROAD NOTICE OF OCCURRENCE

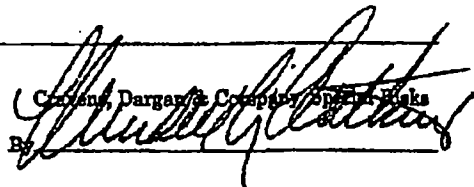
In the event of an occurrence, written notice containing particulars sufficient to identify the insured, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the named and addresses of the injured and of available witnesses, shall be given by or for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

All other terms and conditions remaining unchanged.

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

Houston, Texas 7/8/81d1

S/L 120

CRAVENS, DARGAN & COMPANY SPECIAL RISKS
By 

DSM-016778

CONFIDENTIAL

2016-001140 Record on Appeal 933

REP001134

01/21/2009 03:00 PM

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

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

FOREIGN LIABILITY
FOLLOW FORM

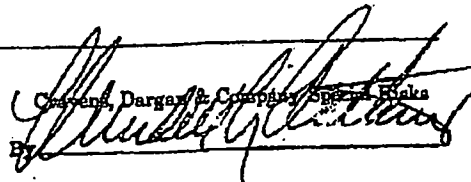
In consideration of the premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to any liability for foreign operations, unless such liability is covered by valid and collectible underlying insurance at the limits shown in the schedule of underlying insurance.

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81d1

S/L 120

CRAVENS, DARGAN & COMPANY SPECIAL RISKS
By 

DSM-016779

CONFIDENTIAL

2016-001140 Record on Appeal 934

REP001135

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS

P. O. BOX 1340

HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 118 page 1 of 2

EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

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

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

II. **DEFINITIONS:**

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

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

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

provided all such acts are authorized by the Named Insured.

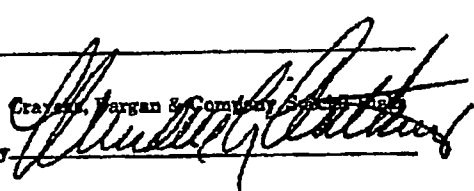
(c) "Occurrence"-For the purpose of the coverage afforded by this Endorsement, the term "Occurrence" as used in this policy shall mean a claim brought against the Insured during the policy period. If

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81dl

S/L 120

By 

DSM-016780

CONFIDENTIAL

2016-001140 Record on Appeal 935

REP001136

01/21/2009 03:00 PM

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

Date Effective, June 15, 1981

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 11B page 2 of 2

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

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

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

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81d1

S/L 120

[Signature]
By CRAVENS, DARGAN & COMPANY SPECIAL RISKS

-DSM-016781

CONFIDENTIAL

2016-001140 Record on Appeal 936

REP001137

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS

P. O. BOX 1660

HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 11A

EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

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

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

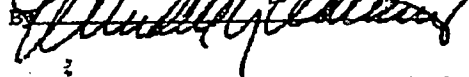
All other terms and conditions remaining unchanged

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

Houston, Texas. 7/8/81d1

S/L 120

CRAVENS, DARGAN & COMPANY SPECIAL RISKS

By 

DSM-016782

CONFIDENTIAL

2016-001140 Record on Appeal 937

REP001138

01/21/2009 03:00 PM

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

Date Effective, June 15, 1981

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 10

AIRCRAFT LIABILITY
FOLLOWING FORM

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

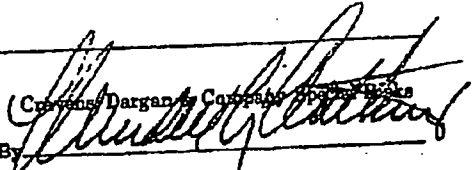
It is further agreed that all underlying aircraft policy restrictions or warranties as respects the use of an insured aircraft also apply as restrictions and warranties under this policy.

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81dl

S/L 120

By 
Cravens, Dargan & Company Special Risks

DSM-016783

CONFIDENTIAL

2016-001140 Record on Appeal 938

REP001139

01/21/2009 03:00 PM

GRAVENS, DARGAN & COMPANY SPECIAL RISKS

P. O. BOX 1960

HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 9

EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE

FOLLOWING FORM

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

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

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81d1

S/L 120

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

DSM-016784

CONFIDENTIAL

2016-001140 Record on Appeal 939

REP001140

01/21/2009 03:00 PM

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

Date Effective, June 15, 19 81
Insured Columbia Nitrogen Corp., etal.
Endorsement No. 8

INCIDENTAL MALPRACTICE
FOLLOWING FORM

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

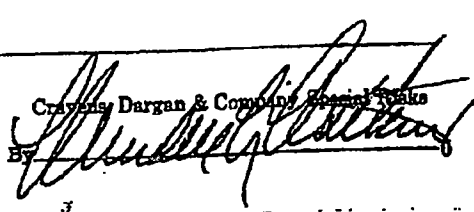
Underlying Carrier: Admiral Insurance Company
Underlying Limits: \$500,000.00 each occurrence
\$500,000.00 aggregate

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81d1

S/L 120

CRAVENS, DARGAN & COMPANY SPECIAL RISKS
By 

DSM-016785

CONFIDENTIAL

2016-001140 Record on Appeal 940

REP001141

01/21/2009 03:00 PM

Date Effective, June 15, 1981

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

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 7

UNINSURED/UNDERINSURED MOTORIST EXCLUSION

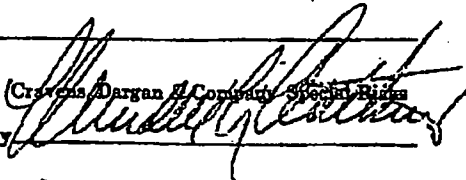
In consideration of the premium charged it is understood and agreed that this policy does not apply to liability for automobile liability bodily injury and/or property damage arising out of claims made under any Insured and/or Underinsured Motorists Act, Law or coverage.

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81d1

S/L 120

By 
Cravens, Dargan & Company Special Risks

DSM-016786

CONFIDENTIAL

2016-001140 Record on Appeal 941

REP001142

01/21/2009 03:00 PM

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

Date Effective, June 15, 1981
Insured Columbia Nitrogen Corp., et al.
Endorsement No. 6

CROSS LIABILITY LIMITATION

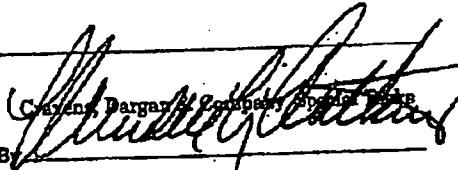
It is agreed that this policy shall not apply to any liability of one Insured for Bodily Injury or Property Damage to the property of another Insured.

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81dl

S/L 120

By 
(Cravens, Dargan & Company Special Risks)

DSM-016787

CONFIDENTIAL

2016-001140 Record on Appeal 942

REP001143

01/21/2009 03:00 PM

CRAVENS, DARGAN & COMPANY SPECIAL RISKS

P. O. BOX 1800

HOUSTON, TEXAS 77001

Date Effective, June 15, 19 81

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 5

CARE, CUSTODY OR CONTROL EXCLUSION

MODIFIED
(Includes BFPD)

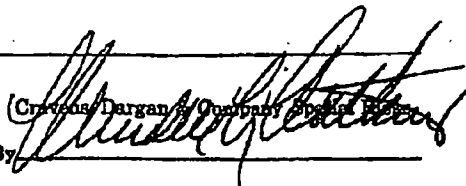
It is agreed that this policy does not apply to property damage to property owned or occupied by or rented to the Insured, or Property used by the Insured, or as to which the Insured is for any purpose exercising physical control except insofar as coverage is provided at the full limits of liability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

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81d1

S/L 120

By 
Cravens, Dargan & Company Special Risks

DSM-016788

CONFIDENTIAL

2016-001140 Record on Appeal 943

REP001144

01/21/2009 03:00 PM

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

Date Effective, June 15, 19 81
Insured Columbia Nitrogen Corp., etal.
Endorsement No. 4

ERISA EXCLUSION

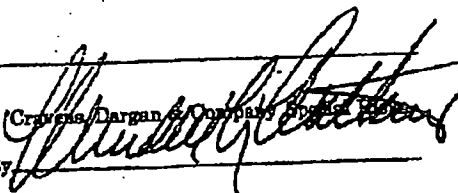
In consideration of the premium charged for this policy, it is hereby understood and agreed the policy shall not apply to any liability arising out of the intentional or unintentional violation or violations of any provision or provisions of the Employee Retirement Income Security Act of 1974 (ERISA)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

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81d1

S/L 120

By 
Cravens, Dargan & Company Special Risks

DSM-016789

CONFIDENTIAL

2016-001140 Record on Appeal 944

REP001145

01/21/2009 03:00 PM

Date Effective, June 15, 19 81

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

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 3

INTERPRETIVE ENDORSEMENT

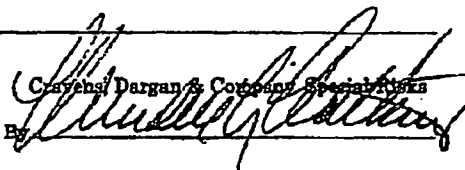
It is hereby understood and agreed that, despite anything to the contrary, where underlying insurance as described in the schedule of underlying insurance attached to this policy provides greater protection or indemnity to the Insured than the terms and conditions of this policy, this policy shall pay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

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81d1

S/L 120


By Gravens, Dargan & Company Special Risks

DSM-016790

CONFIDENTIAL

2016-001140 Record on Appeal 945

REP001146

01/21/2009 03:00 PM

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

Date Effective, June 15, 1981

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 2

ULTIMATE NET LOSS

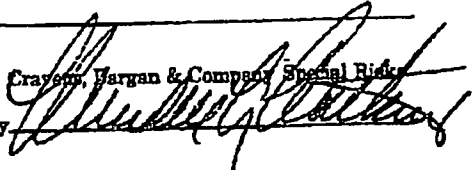
It is agreed that the definition of "ultimate net loss" is amended to mean the sum actually paid or payable in cash in the settlement or satisfaction of losses for which the insured is liable either by adjudication or compromise, after making proper deduction for all recoveries and salvages collectibles,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

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81dl

S/L 120

By 

Cravens, Dargan & Company Special Risks

DSM-016791

CONFIDENTIAL

2016-001140 Record on Appeal 946

REP001147

01/21/2009 03:00 PM

Date Effective, June 15, 1981

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

Insured Columbia Nitrogen Corp., etal.

Endorsement No. 1

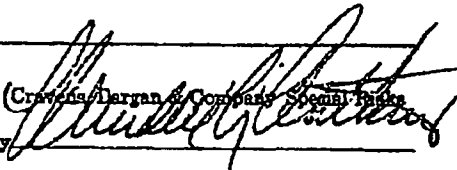
It is hereby understood and agreed that despite anything to the contrary,
that whenever the phrase "indemnify" appears, that the words "pay on behalf
of" are hereby substituted.

All other terms and conditions remaining unchanged.

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

Houston, Texas. 7/8/81d1

S/L 120

By 

DSM-016792

CONFIDENTIAL

2016-001140 Record on Appeal 947

REP001148

01/21/2009 03:00 PM

AMENDATORY ENDORSEMENT

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

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

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

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

CDU 140 S/L 140 4/81

DSM-016793

CONFIDENTIAL

2016-001140 Record on Appeal 948

REP001149

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

It is agreed that the policy does not apply:

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

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

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

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

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

DSM-016794

CONFIDENTIAL

2016-001140 Record on Appeal 949

REP001150

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

PAGE 2.

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

"nuclear facility" means

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

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

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

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

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

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

REPUBLIC INSURANCE COMPANY

CDB 74

S/L 74

DSM-016795

CONFIDENTIAL

2016-001140 Record on Appeal 950

REP001151

01/21/2009 03:00 PM

Date effective 6/15/ 19 81

CRAVENS, DARGAN & COMPANY SPECIAL RISKS
P. O. BOX 1660
HOUSTON, TEXAS 77251

Insured Columbia Nitrogen Corp., et al

Endorsement No. 25

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

Coverage
Employers Liability
(National Union)

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

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU 6578

Houston, Texas.

Cravens, Dargan & Company Special Risks

S/L 120^{dls}
9/10/81

By _____

DSM-016796

CONFIDENTIAL

2016-001140 Record on Appeal 951

REP001152

01/21/2009 03:00 PM

SEP 22 1981

Atlanta
Birmingham
Boston
Charlotte
Chicago
Cleveland
Dallas
Denver
Detroit
Hartford
Houston
Indianapolis
Los Angeles
Miami
Minneapolis
New Orleans
New York
Philadelphia
Phoenix
Pittsburgh
Portland
Richmond
St. Louis
San Diego
San Francisco
Seattle
Wilmington
Calgary
Edmonton
Montreal
Ottawa
Toronto
Vancouver
Winnipeg

JOHNSON & HIGGINS

OF GEORGIA, INC.

Business Established New York 1845

INSURANCE BROKERS-AVERAGE ADJUSTERS
ACTUARIES-EMPLOYEE BENEFIT PLAN CONSULTANTS

Buenos Aires
Adelphi
Brahman
Hobart
Metzger
Paris
Savoy
Baker-Park
Belo Horizonte
Campana
Curtis
Porto Alegre
Rio de Janeiro
Schneider
Sao Paulo
Santiago
Dagoberto
Cali
London
Paris
Tokyo
Miami
Rome
Peking
Tientsin
Auckland
Christchurch
Wellington
Lima
Hong Kong
Singapore
Lagos
Cairo
Marrakech
Puerto La Cruz

CABLE ADDRESS "JOHNSON"

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

September 18, 1981

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

Republic Insurance Company
Umbrella Policy No. CDU 6578

Dear Bill:

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

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

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

Sincerely,

Douglas R. Payne
Douglas R. Payne
Account Executive

DRP/lat/E18(9/15)
Enclosure

DSM-016797

CONFIDENTIAL

2016-001140 Record on Appeal 952

REP001153

01/21/2009 03:00 PM

AMENDATORY ENDORSEMENT

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

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

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

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

CDU 140 S/L 140 4/81

DSM-016798

CONFIDENTIAL

2016-001140 Record on Appeal 953

REP001154

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

It is agreed that the policy does not apply:

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

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

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

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

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

DSM-016799

CONFIDENTIAL

2016-001140 Record on Appeal 954

REP001155

01/21/2009 03:00 PM

Date effective 6/15/ 19 81

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

Insured Columbia Nitrogen Corp., etal

Endorsement No. 25

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

Coverage
Employers Liability
(National Union)

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

All other terms and conditions remaining unchanged.

Attached to and forming part of Policy No. CDU 6578

Houston, Texas.

Cravens, Dargan & Company Special Risks

S/L 120/dls
9/10/81

By _____

DSM-016800

CONFIDENTIAL

2016-001140 Record on Appeal 955

REP001156

01/21/2009 03:00 PM

SEP 22 1981

Atlanta
Birmingham
Dallas
Chicago
Cleveland
Dallas
Denver
Detroit
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
Buenos Aires
Belo Horizonte
Caracas
Cebu
Porto Alegre
Rio de Janeiro
Salvador
Sao Paulo
Santiago
Bogota
Lima
London
Paris
Tel Aviv
Nicosia
Rome
Peking
Tokyo
Auckland
Christchurch
Wellington
Lima
Hong Kong
Singapore
Yokohama
Cebu
Manila
Puerto Rico

CABLE ADDRESS "KRODIN"

SEVENTEENTH FLOOR
1700 TRIST COMPANY OF GEORGIA BUILDING
PO BOX 1111 ATLANTA GEORGIA 30371
TEL 404-525-1300 AREA CODE 404

September 18, 1981

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

Republic Insurance Company
Umbrella Policy No. CDU 6578

Dear Bill:

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

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

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

Sincerely,

Douglas R. Payne
Douglas R. Payne
Account Executive

DRP/lat/E18(9/15)
Enclosure

DSM-016801

CONFIDENTIAL

2016-001140 Record on Appeal 956

REP001157

EXCLUSIONS

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

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

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

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

CONDITIONS

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

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

4. **Special Conditions Applicable to Occupational Disease** As regards personal injury (fatal or non-fatal) by Occupational Disease sustained by any employee of the insured, this policy is subject to the same warranties, terms or conditions (except as regards the premium, the amount and limits of liability, any condition respecting "other insurance" and the renewal agreement, if any) as are contained in or as may be added to the policies of Underlying Insurances set forth in the Declarations prior to the happening of an occurrence for which claim is made hereunder.
5. **Amount of Liability** The company shall only be liable for ultimate loss in excess of either:
 - (a) except as provided in sub-paragraph (b) hereof, the applicable limits of liability of the policies of underlying insurance set forth in Item 3 of the Declarations; or
 - (b) as respects each occurrence not covered by such underlying insurance, or where each occurrence is covered by such underlying insurance but its recoverable amount is less than the Underlying Limits set forth in Item 4 of the Declarations, the amount of ultimate net loss set forth in the Declarations as "Underlying Limits";
 but in no event shall the company be liable for an amount in excess of the applicable limit of liability set forth in Item 5 of the Declarations.
- The limit of liability stated in Item 6 of the Declarations as applicable to "each occurrence" is the total limit of the company's liability under this policy for ultimate net loss as a result of any one occurrence.

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

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

each consecutive twelve months of the policy period, arising out of the Products-Completed Operations Hazards, and

- (2) because of all personal injury during each consecutive twelve months of the policy period sustained from Occupational Disease by any employee of the insured.

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

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

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

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

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

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

DSM-016802

CONFIDENTIAL

2016-001140 Record on Appeal 957

REP001158

1113

EXHIBIT 4

2016-001140 Record on Appeal 959

DECLARATIONS

STONEWALL INSURANCE COMPANY

2308 FOURTH AVENUE NORTH
BIRMINGHAM, ALABAMA 35203

In favor of: COLUMBIA NITROGEN CORPORATION, ET AL.

Address: POST OFFICE BOX 1483

AUGUSTA, GEORGIA

Type of Coverage: UMBRELLA LIABILITY

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

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

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

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

Premium Due: At Inception 1st Anniversary 2nd Anniversary

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

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

Ann M. Suggs
Secretary

John B. Cooney
President

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

ORIGINAL POLICY

Countersigned by *R. N. Hartigan*
AUTHORIZED REPRESENTATIVE

STANDARD CLAUSES

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

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

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

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

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

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

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UMBRELLA LIABILITY INSURANCE

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

INSURING AGREEMENTS

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

(A) personal injury, as hereinafter defined;

(B) property damage, as hereinafter defined;

(C) advertising liability, as hereinafter defined.

II. DEFINITIONS:

A. Insured.

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

(1) except with respect to liability arising out of the ownership, operation, maintenance, use, loading and unloading of automobiles, aircraft or watercraft — any director, stockholder, officer, or other employee of the Named Insured, while acting within the scope of his duties as such, and any organization or proprietor with respect to real estate management for the Named Insured. If the Named Insured is a partnership or joint venture, any partner or member thereof but only with respect to his liability as such;

(2) any other person or organization who is an additional Insured under any underlying policy of insurance subject to all the limitations of coverage under such policy other than the limits of liability;

(3) with respect to any automobile owned by the Named Insured or hired for use by or on behalf of the Named Insured, or to any aircraft or watercraft hired for use by or on behalf of the Named Insured; any person while using such automobile, aircraft, or watercraft and any person or organization legally responsible for the use thereof, provided the actual use thereof is with the permission of the Named Insured. The insurance afforded by this sub-division (3), with respect to any person or organization other than the Named Insured does not apply:

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

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

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

Except with respect to sub-paragraph (b) hereof, this sub-division (3) shall not apply if it restricts the insurance granted under sub-division (2) above.

(4) This insurance does not apply to "ultimate net loss" arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named Insured.

Personal Injury.

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

C. Property Damage.

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

D. Advertising Liability.

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

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

E. Ultimate Net Loss.

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

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

F. Automobile.

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

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

G. Aircraft.

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

H. Completed Operations Hazard.

The term "completed operations" hazard includes personal injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured.

"Operations" 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 a contract have been completed,

(2) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or sub-contractor engaged in performing operations for a principal as a part of the same project.

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

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

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

I. Products Hazard.

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

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

J. Occurrence.

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

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

- EXCLUSIONS -

I. This policy does not apply,

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

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

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

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

(4) for mistake in advertised prices;

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

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

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

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

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

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

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

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

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

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

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

(I) as respects all operations,

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

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

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

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

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

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

- CONDITIONS -

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

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

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

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

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

5. Limits of Liability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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UMBRELLA LIABILITY INSURANCE

POLICY NO.
33000534

SCHEDULE

ITEM 1.

Named
Insured: COLUMBIA NITROGEN CORPORATION, ET AL.

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

Business of Insured MANUFACTURE AND SALE OF FERTILIZER

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

ITEM 3. Underlying Insurance

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

ITEM 4. SELF INSURED RETENTION

\$ 10,000.00

ITEM 5. Limits of Liability—Ultimate Net Loss

\$ 5,000,000.00

each occurrence

\$ 5,000,000.00

Aggregate

ITEM 6. Premium

\$ 15,800.00

ITEM 7. Rate

FLAT CHARGE

STONEWALL INSURANCE COMPANY

By

R. W. [Signature]

GLA 10(99)E474

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STW000321

EFFECTIVE: FEBRUARY 1, 1975

ENDORSEMENT #1

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

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

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. 33000534

Issued to: COLUMBIA NITROGEN CORP.

Dated at: ATLANTA, GEORGIA

Date: FEBRUARY 28, 1975

DEPENDABLE INSURANCE ASSOCIATES, INC.

By

R. N. Hartgen

D-5(A) 1-73

CONFIDENTIAL

2016-001140 Record on Appeal 966

DSM-018059

STW000322

EFFECTIVE: FEBRUARY 1, 1975

ENDORSEMENT #2

DEFENSE COVERAGE ENDORSEMENT

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

Defense, Settlement, Supplementary Payments.

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

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

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

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. 33000534

Issued to: COLUMBIA NITROGEN CORPORATION, ET AL.

Dated at: ATLANTA, GEORGIA

Date: FEBRUARY 28, 1975

DEPENDABLE INSURANCE ASSOCIATES, INC.

By

R. N. Hart
mn

D-12

CONFIDENTIAL

2016-001140 Record on Appeal 967

DSM-018058

STW000323

EFFECTIVE: FEBRUARY 1, 1975

ENDORSEMENT #1

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

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

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. 33000534

Issued to: COLUMBIA NITROGEN CORP.

Dated at: ATLANTA, GEORGIA

Date: FEBRUARY 28, 1975

DEPENDABLE INSURANCE ASSOCIATES, INC.

D-5(A) 1-73

By _____
PRODUCER'S COPY

CONFIDENTIAL

2016-001140 Record on Appeal 968

DSM-018061

STW000324

EFFECTIVE: FEBRUARY 1, 1975

ENDORSEMENT #2 ✓

DEFENSE COVERAGE ENDORSEMENT

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

Defense, Settlement, Supplementary Payments.

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

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

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

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No.

33000534

Issued to: COLUMBIA NITROGEN CORPORATION, ET AL.

Dated at: ATLANTA, GEORGIA

Date: FEBRUARY 28, 1975

DEPENDABLE INSURANCE ASSOCIATES, INC.

By _____

PRODUCER'S COPY

D-12

CONFIDENTIAL

2016-001140 Record on Appeal 969

DSM-018062

STW000325

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT COVERAGE UNDER
THIS POLICY DOES NOT APPLY TO:

get the same as the 10/15
~~LIABILITY ARISING OUT OF A WRAP-UP CONSTRUCTION PROJECT KNOWN AS:~~

COLUMBIA NITROGEN CORPORATION AND NIPRO, INC. PROJECT NUMBER N-003

2-16 in a wrap up
10/15
let come in
does up

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. 33000534

Issued To: COLUMBIA NITROGEN CORPORATION, ET AL

Effective Date: AUGUST 29, 1975

Endorsement No.: 4
9-11-75

STONEWALL INSURANCE COMPANY

GLA 12E(99)E474

By _____ *qom*

PRODUCER

DSM-018063

STW000326

CONFIDENTIAL

2016-001140 Record on Appeal 970

~~IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT ENDORSEMENT~~ 4
IS AMENDED TO READ TO READ AS FOLLOWS:

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

*OK -
See letter from
Peel 2 12/29
orig to hand
4/6/76*

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. 33000534 ✓

Issued To: COLUMBIA NITROGEN CORPORATION, ET AL. ✓

Effective Date: AUGUST 29, 1975

Endorsement No.: 5 ✓

11-21-75

TLC/dm

GLA 12E(99)E474

STONEWALL INSURANCE COMPANY

By _____

PRODUCER

CONFIDENTIAL

2016-001140 Record on Appeal 971

DSM-018064

STW000327

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

IS AMENDED TO READ TO READ AS FOLLOWS:

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

All other Terms and Conditions remain unchanged.

Attached to and Forming Part of Policy No. 33000534

Issued To: COLUMBIA NITROGEN CORPORATION, ET AL.

Effective Date: AUGUST 29, 1975

Endorsement No.: 5
11-21-75
TLC/dm
GLA 12E(89)E474

STONEWALL INSURANCE COMPANY

By Jud L. Gainer
TC

DSM-018054

STW000328

CONFIDENTIAL

2016-001140 Record on Appeal 972

INSURANCE BINDER

ALEXANDER & ALEXANDER, INC.

INCORPORATED

INSURANCE BROKERS

B

0676

ATLANTA, GA.

February 1 19 75

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

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

to * of the day of 19

to wit: *UNTIL REPLACED BY POLICY

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

Description THIS POLICY DOES NOT INCLUDE EXCESS WORKMEN'S COMPENSATION

Remarks POLICY NO. 33000534 ASSIGNED

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

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

ALEXANDER & ALEXANDER, Inc.

AUTHORIZED

DSM-018196

STW000329

CONFIDENTIAL

2016-001140 Record on Appeal 973

**Alexander
& Alexander**

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

To

COLUMBIA NITROGEN CORPORATION
P O BOX 1483
AUGUSTA GA 30703

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

Insured		Invoice Date	
SAME AS ABOVE		06 10 76	
Effective	Expiration	Account No.	Invoice No.
02 01 75	02 01 76	1713066	044756
Insurance		SI	
WORKMEN'S COMPENSATION EMPLOYERS LIABILITY			
Policy Number	Insuring Company	Premium	
60WC1966502	FIREMANS FUND INS CO	12.00	
FINAL ADJUSTMENT FOR THE PERIOD 2/1/75-76			
<i>Paid 6/17/76 Mr. Berry</i>			

CONFIDENTIAL

2016-001140 Record on Appeal 974

DSM-018165

STW000330

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

Thereafter, file all
of the stickers on
the Stonewall Policy
**Alexander
& Alexander**

June 16, 1976

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

Re: Stonewall Insurance Company
Policy #33000534
Endorsement #6

Dear Clay:

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

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

Sincerely,

ALEXANDER & ALEXANDER, INC.

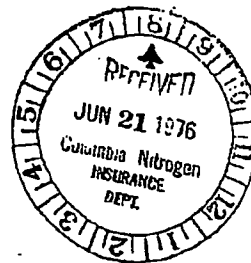
Reel
William E. Joseph

WEJ/gpm

Enclosures

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

B



CONFIDENTIAL

2016-001140 Record on Appeal 975

DSM-018060

STW000331

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

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

5. Anniversary Date in Each Year: February 1st

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

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

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

9. Reinsurance Premium:

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

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

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

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

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

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

Endorsement No 2

EMPLOYERS REINSURANCE CORPORATION

Countersigned.

Authorized Representative


President

ERC 2178 A

Endorsement Serial No SA-50

DSM-018179

CONFIDENTIAL

2016-001140 Record on Appeal 976

STW000332

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PCS Nitrogen,

Plaintiff,

v.

Continental Casualty Company, et al.,

Defendants.

) IN THE COURT OF COMMON PLEAS

) CASE NO. 11-CP-10-387

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

2015 JUL 30 AM 10:56
FILED
CLERK OF COURT
BY

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

I. Factual Background

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

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

2. The London Umbrella Policies¹ contain the following insuring agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. The London Umbrella Policies² define the term "Assured" as follows:

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

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

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

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

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

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

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

This Insurance does not cover any liability for:

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

(2) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination other than described in paragraph (1) above, provided always that this Paragraph (2) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed where such seepage, pollution or contamination is caused by a sudden unintended and unexpected happening during the period of this Insurance.

(3) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by sudden unintended or unexpected happening during the period of this Insurance.

(4) Fines, penalties, punitive or exemplary damages.

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

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

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

II. Argument

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

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

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

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

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

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

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

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

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

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

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

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

Dated: July 30, 2015

Respectfully Submitted,

By: Elizabeth F. Fulton

Edward K. Pritchard III
Elizabeth F. Fulton
PRITCHARD LAW GROUP, LLC
129 Broad Street

Charleston, SC 29401
Telephone: (843) 722-3300
Facsimile: (843) 722-3379
epritchard@pritchardlawgroup.com
liz@pritchardlawgroup.com

and

Richard McDermott
Seth M. Jaffe
HINKHOUSE WILLIAMS WALSH LLP
180 North Stetson Street, Suite 3400
Chicago, Illinois 60601
Telephone: (312) 784-5400
Facsimile: (312) 784-5495
rmcdermott@hww-law.com
sjaffe@hww-law.com

*Attorneys for Defendants Certain
Underwriters at Lloyd's, London, Certain
Aviva Companies, Certain Winterthur
Companies, New London Reinsurance
Company Limited, The Scottish Lion
Insurance Company Limited, Berkshire
Hathaway Specialty Insurance Company
(formerly known as Stonewall Insurance
Company), and Starr Indemnity & Liability
Company (formerly known as Republic
Insurance Company)*

CERTIFICATE OF SERVICE

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

Wm. Howell Morrison, Esq.
Stafford J. McQuillin, III, Esq.
Haynsworth Sinkler Boyd, PA
134 Meeting Street, 3rd Floor
Charleston, SC 29401
-and-

Admitted Pro Hac Vice
Michael H. Ginsberg, Esq.
Amy K. Pohl, Esq.
Jones Day
One Mellon Center
500 Grant Street, Ste 4500
Pittsburgh, PA 15219
Attorneys for Plaintiff, PCS Nitrogen, Inc.

Adam J. Neil, Esq.
Wesley B. Sawyer, Esq.
Murphy & Grantland, PA
4406 Forest Drive, Suite B
Columbia, SC 29260
Attorneys for Admiral Insurance Company

Robert H. Hood, Jr., Esq.
Hood Law Firm, LLC
172 Meeting Street
Charleston, SC 29402
-and-

Admitted Pro Hac Vice
Robert F. Walsh, Esq.,
Thomas M. Going, Esq.
Patricia B. Santelle, Esq.
White and Williams, LLP
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FILED
2015 JUL 30 AM 10:56
JULIE J. ARMSTRONG
CLERK OF COURT
BY

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PRITCHARD LAW GROUP


Sandra L. Scott

July 30, 2015
Charleston, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT

PCS NITROGEN, INC.

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

Plaintiff,

v.

MOTION AND ORDER INFORMATION
AND COVER SHEET

CONTINENTIAL CASUALTY CO., ET.
AL.

Defendants.

Name, SC Bar No. and address of Defendant

Edward K. Pritchard, III, Esq.

Elizabeth F. Fulton, Esq.

PRITCHARD LAW GROUP, LLC

129 Broad Street

Charleston, SC 29401

Telephone: (843) 722-3300; Fax: (843) 722-3379

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

SECTION I: Hearing Information

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

Estimated Time Needed: 30 minutes

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Order Attached

Elizabeth F. Fulton
Attorney for Defendants

July 30, 2015

Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$25.00

☐ EXEMPT: _____ Rule to Show Cause in Child or Spousal Support
(check reason) _____ Domestic Abuse or Abuse and Neglect

_____ Indigent Status _____ State Agency v. Indigent Party

_____ Sexually Violent Predator Act _____ Post-Conviction Relief

_____ Motion for Stay in Bankruptcy

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

_____ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

JUDGE'S SECTION

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

_____ Other: _____

JUDGE

CODE: _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____

(print name)

Date Filed: _____

_____ MOTION FEE COLLECTED: _____

_____ CONTESTED - AMOUNT DUE: _____

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

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

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

Paying for: Aviva Companies,

Transaction Type: Payment

Payment Type: Check

\$25.00

Reference #: 10501

Comment: motion for summary judgment

Total Paid:

\$25.00

Non-Refundable

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



Total Cases: 1	\$25.00	\$25.00	\$0.00

EXHIBIT 1

2016-001140 Record on Appeal 990

2/2

195786984

R.O.T. CODE

no change
4/2/66
to Davis 23/207
[Signature]

Cover Note No.	Agency
65-10754-2	1266
Signing Slips	1
Currency	US\$
Leaders	64/524/5
100% Premium	US\$ 1/3
Hereto Proportion	
Associated R/T's	

STEWART, SMITH & CO. LTD.

COLUMBIA NITROGEN

~~CHARTER~~

65/04858

D & Co. W. 7547 8/64

[Signature]

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

STEWART, SMITH & CO., LIMITED

UMBRELLA LIABILITY.

Umbrella Wording as appearing
Plus NMA 1256.

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

ASSURED:

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

POLICY FOR LIMITS OF:

\$1,000,000 any one occurrence

EXCESS OF:

Primary Limits as per Schedule

OR:

\$10,000 for uninsured perils.

30 Days' Cancellation Clause.

O.D. and Products in the aggregate.

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

Less 25% and tax.

INFORMATION: 1st Renewal.

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

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

64/10754/2 BB 763251

100.79 - 1,150.00
100.79 - 216.49

SCHEDULE OF PRIMARY POLICIES

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

AS EXISTING

[illegible]

S.L. 1/2

[illegible][illegible]

ASSURED:

Columns Nitrogen
 8.591% G.M.K. 354 3437
 8.591% 2110692570 7772
 11.597% 3315 / 201E 210
 11.597% 208
 902% 207 214
 387
 5.027% C.B.H. 421 404
 558% C.L.H. No. 4 969
 4.296% A.C.W. 052TP 92
 4.725% A.C.H. 08044791 854
 .979% P.J. TRPL92944 650
 .739% L.H.B. 163
 2.863% A.B.D.C. 267 131
 1.289% HUDSON 1880 947
 1.933% P. 06H6953 109
 .644% J.L. 042CV50 57
 2.577% 041450 250
 .859% F.K.B. LLA300304 870
 1.503% MARALON 42XC4484 56
 .859% LARDIF 2262757 194
 .430% GIBBS 571762 884
 .859% I.A.W. T65110132 558
 .430% SECRETAH 0512112 371
 1.933% R.J.K. 6400 510
 .430% C.P.A. T614 581

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

.258% A.T.O. C2608 467
 15.034% DOMINION 5548
 5.155% EXCESS EC64/961
 3.436% RIVER THAMES 1219/231433
 4.296% WORLD AUXILIARY L25/114796
 1.718% ST. HELLINS C110/1963
 6.443% SWISS UNION 561
 MINSTER 306728
 .359% ORION LB47278

A	P	1150.50
Lloyds		
N.A. 514.88		
L.P.S.O. CHODING DARELYT		
C.32448 AUTO FIVE		
G.32450 CONT. ACT		

ALL OTHER
 C 32448 GENERAL LLOYD
 64/524 2ND JENK

66/05556
 L.63059
 C 36.941

STEWART SMITH & CO. LIMITED

HOT CODE

FORMAL ANNUAL RESIGNATION

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

32448

Policy No. 32448

66/055563

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



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

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

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

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

LLOYD'S POLICY SIGNING OFFICE

E. J. Phillips

MANAGER

SL 1/2

CONFIDENTIAL

ALL OTHER

ASSURED

35139

8.591 % C.E.H. 257 1.933 % RJK 6400 510

8.591 % M.H.B. 2110692570 772 .430 % CPA T614 503

11.597 % STURGE S315 201E/ 21020 .358 % AFS 022- 507

.902 % 20820

.387 % 2141/15.034% DOMINION 55493

6.444% 404 5.155 % EXCESS PC647961

3.539 % C.E.H. 421 969

.905 % C.E.H. no. 4 92

4.296 % A.G.W. 052TP 3.436 % RIVER STAMEN 1219/

4.725 % W.E.H. 08044791 854 4.296 % WORLD ADJUTARY L25/114790

.979 % P.J. TRPL92944 650

.739 % L.H.B. 163 1.718 % ST.HELENS CL M33957

2.663 % ABDC 267 131 6.443 % SWISS UNION 863 %

1.289 % HUDSON 1880 947 MINSTER 333 %

1.933 % P 06B6953 109 .859 % ORION L84727B

.644 % J.L. 042CV50 87

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

.859 % F.R.B. ELAS00304 870

1.503 % HARRISON 42EC4484 58

.430 % GIBBS 884

.859 % T.A.W. T65110132 588

.430 % SECRETAN 0512112 371

64/524 ALL OTHER

3RD YEAR C34197 GEN, 35139

C34198 AUTO

C34199 CONT

671036757

STEWART SMITH & CO., LIMITED

SLIP POLICY—NORMAL ANNUAL RESIGNATURE

Policy No. **B 01253** 35139

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

67/036757
WHEREAS certain Underwriting Members of Lloyd's (hereinafter called "the Reinsured") who subscribed Lloyd's Policy No. **65/107542** (hereinafter called "the Reinsured Policy") have paid **£725 18** GA as Provisional Premium to Us, who have hereunto subscribed our Names to reinsure them in respect of their Liability under the Reinsured Policy during the period commencing on the **13th** day of **FEBRUARY 1967** and ending on the **13th** day of **FEBRUARY 1968** both days the sum insured subject matter and hazards insured by the Reinsured Policy being defined on the Slip overleaf.

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

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

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

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

Dated in London, the **13th** day of

LLOYD'S POLICY SIGNING OFFICE

MANAGER

N.M.A. 1034



2016-001140 Record on Appeal 1000

CONFIDENTIAL

LON000010

65/10754/2

Columbia Nitrogen
Corporation

13/2/67

Prostatment Premium

AP \$ 1150.00

NA \$ 816.49

5 SA

A. P.	B. 09253
Lloyds	
N.A.	514.88
L.P.S.O. SIGNING DATE & No.	

Typed 8/5/67,



S.L. 1/2

65-10754-3

COLUMBIA NITROGEN

Audit

13/2/66 to 13/2/67

E.P. \$1,837.16

Min + } \$1,150.00
Deposit Rec

A.P. \$ 687.16

Nett \$ 487.88

B 10250 - 6 NOV 1967
CA 50683
30766
SIGNING DATE & I.O.

Typed 11/10/67

E. P.

COLUMBIA NITROGEN

AUDIT

13-2-67 TO 13-2-68

E.P: \$2914.49

DEPOSIT: \$1150.00

AP: \$ 1064.49

NET \$ 1849.50

B14496

by

4-16-69

A.

P.O.

YEAR MONTH
68 DATE

SL 1/2

ATTACHING TO AND FORMING PART OF POLICY NO. 2, 333 8-100

UMBRELLA POLICY

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

INSURING AGREEMENTS

I. COVERAGE

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

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

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

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

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

II. LIMIT OF LIABILITY

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

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

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

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

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

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

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

1. ASSURED -

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

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

2. PERSONAL INJURIES -

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

3. PROPERTY DAMAGE -

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

4. ADVERTISING LIABILITY -

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

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

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

5. OCCURRENCE -

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

6. ULTIMATE NET LOSS -

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

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

7. AUTOMOBILE -

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

8. AIRCRAFT -

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

9. PRODUCTS LIABILITY -

The term "Products Liability" means

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

ASE

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

10. ANNUAL PERIOD -

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

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This policy shall not apply:-

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

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

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

THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS:

A. PREMIUM -

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

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

C. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

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

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

D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE -

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

E. INSPECTION AND AUDIT -

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

F. CROSS LIABILITY -

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

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

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

G. NOTICE OF OCCURRENCE -

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

H. ASSISTANCE AND CO-OPERATION -

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

I. APPEALS -

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

J. LOSS PAYABLE -

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

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

K. BANKRUPTCY AND INSOLVENCY -

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

L. OTHER INSURANCE -

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

M. SUBROGATION -

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

N. CHANGES -

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

O. ASSIGNMENT -

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

P. CANCELLATION -

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

AS EX

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

Q. CURRENCY -

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

R. CONFLICTING STATUTES -

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

S. SERVICE OF SUIT CLAUSE -

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

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

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

T. MAINTENANCE OF UNDERLYING INSURANCES -

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

DATED:

STEWART, SMITH & CO., INC.

By _____

ATTACHING TO AND FORMING PART OF POLICY NO.

3 OF 3-100

DECLARATIONS

ITEM 1. Named Assured: **COLUMBIA BROADCASTING CORPORATION AND/OR ASSOCIATED
RADIO CORPORATION**

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

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

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

ITEM 3. Notice of Occurrence (Condition G) to: **Stewart Smith & Co., Inc.**

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

ITEM 5. Payment of Premium (Condition Q) to: **Stewart Smith & Co., Inc.**

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

DATED:

February 20th, 1949

STEWART, SMITH & CO., INC.

By _____

As to

Stewart, Smith & Company, Ltd. - LONDON COPY 1

No. C 65E 2-102

Gross Prem.

Commission

Federal Tax

PREVIOUS NO. C 64E 2-110

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

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

Term: February 13th, 1966 to February 13th, 1967 both days
at 12:01A.M., at the address of the Assured

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

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

Rate: Adjustable annually at \$0.075 per \$1000 of Revenue

Bareon: 36.941%

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

Security: 13.034% DOMINION INS. CO. LTD.
5.153% EXCESS INS. CO. LTD.
3.436% RIVER TRAMPS INS. CO. LTD.
4.296% WORLD AUXILIARY INS. CO. LTD.
1.718% ST. HELENS INS. CO. LTD.
6.443% SWISS UNION GEN'L. INS. CO. LTD. 66 2/3%
HUNTER INS. CO. LTD. 33 1/3%
.358% ORION INS. CO. LTD.

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

30

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

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

DATED AT NEW YORK, N. Y.

STEWART, SMITH & CO., INC.

February 25th, 19 66

PER

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

CONFIDENTIAL

2016-001140 Record on Appeal 1012

LON000022

ENDORSEMENT

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

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

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

Endorsement No. **2**

**It is understood and agreed that the Self Insured Retention
as more fully defined in agreement 11, Paragraph (b) is
hereby amended to read \$10,000.**

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STEWART, SMITH & CO., INC.

DATED: **February 26th, 1965**

By _____

55-107

ATTACHING TO AND FORMING PART OF COVER NOTE NO. 5 252 2-100

In the Name of COLUMBIA NATURAL GAS CORPORATION, et al

Effective Date of This Endorsement is 2/13/68 ENDORSEMENT 1

UMBRELLA

THREE YEAR PREMIUM AND ANNUAL ADJUSTMENT ENDORSEMENT

Notwithstanding anything stated herein to the contrary it is hereby agreed that the Premium for this Cover Note is a three year Minimum and Deposit Premium subject to adjustment with the Earned Premium to be calculated at the rate of 0.075 per 010 of the Assured's Gross Receipts. The Assured shall declare to Underwriters as soon as possible after each anniversary date the total amount of their Gross Receipts during the said annual period. If the Amount of premium calculated in accordance with the above formula exceeds the annual Minimum and Deposit Premium then the Assured shall pay the amount of additional earned Premium which is in excess of said Deposit. In the event the Earned Premium is less than the Deposit then the Minimum and Deposit shall be considered to be fully earned.

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

STEWART WHITE & CO., INC.

BY _____

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: February 26th, 1968

DUPLICATE

THIS DOCUMENT SHOULD BE ATTACHED TO THE ORIGINAL POLICY.

Collective Renewal Policy & Receipt.Insured : COLUMBIA NITROGEN CORPORATION AND/OR COLUMBIA NIPECO CORPORATIONSum Insured Hereby : 36,941% part of 100% of limitsIn Consideration of the payment of U.S.\$424.82 part of U.S.\$1,150.00 being a Minimum
Deposit premiumWE, THE UNDERSIGNED INSURERS, agree to hold the Insured covered during the period of TWELVE
MONTHS commencing Thirteenth February, 1965 at 12.01 a.m. Local Standard Time
and ending on Thirteenth February, 1966 at 12.01 a.m. Local Standard Time AGAINST the risks and

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

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

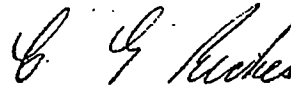
Now know ye that we the Insurers do hereby bind ourselves, each Company for itself only and not one for another and in respect only of the due proportion of each Company, to pay to the Insured or the Insured's Executors, Administrators and Assigns, all such loss as above stated that the Insured may sustain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

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

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

THE DOMINION INSURANCE COMPANY LIMITED

65/10754/2/BB 786984/BI



Assistant Assistant Underwriters.

P.T.O.

THE ASSURERS

Amount Percentage or Proportion	Company	Reference No.
15.03%	THE DOMINION INSURANCE COMPANY LIMITED	18518 634
5.25%	REINERS INSURANCE COMPANY LIMITED	
3.43%	RIVER THAMES INSURANCE COMPANY LIMITED	
4.29%	WORLD AUXILIARY INSURANCE CORPORATION LIMITED	
1.71%	ST. HELENS INSURANCE COMPANY LIMITED	
6.44%	SWISS UNION GENERAL INSURANCE COMPANY LIMITED 66%	}
	MINSKER INSURANCE COMPANY LIMITED 33% (PER HAYWOOD AND PARTNERS)	
0.85%	ORION INSURANCE COMPANY LIMITED	

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



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

Printed at Lloyd's, London, England.

65/048593
THIS RENEWAL POLICY ATTACHES TO AND FORMS PART OF THE ORIGINAL
POLICY SPECIFIED BELOW, TO WHICH IT SHOULD BE PERMANENTLY ATTACHED

No Policy or other Contract dated on or after 1st Jan., 1974, will be recognised by the Committee of Lloyd's
as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy
or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

LLOYD'S RENEWAL POLICY

(Subscribed only by Underwriting Members of Lloyd's all of whom have complied with
the requirements of the Insurance Companies Act, 1934, as to security and solvency.)

30022

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

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

LLOYD'S POLICY SIGNING OFFICE,

V. J. Phillips
MANAGER

639

SCHEDULE

Renewal Policy No.	65/10754/2	/	RE 786984
Original Policy No.	64/10754/2	/	RE 783291
The Assured	<u>COLUMBIA HYDROGEN CORPORATION AND/OR COLUMBIA HYDRO CORPORATION</u>		
The renewal premium	U.S.\$725.28 part of U.S.\$1,150.00 being a Minimum and Deposit premium (Annual)		
The period	from <u>Thirteenth February, 1965</u> to <u>Thirteenth February, 1968</u> both days inclusive at 12.01 a.m. Local Standard Time		

Dated in London, the

25 JUN 1965

Endorsement(s) (if any)

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

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

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

All other terms and conditions remain unchanged.

NAMES AND SHARES OF THE UNDERWRITERS

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

The Table above referred to being a Table showing

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

21.3.69.
N.M.A. 1446



CONFIDENTIAL

2016-001140 Record on Appeal 1017

LON000027

DUPLICATE

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



Renewal Policy

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

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

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

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Insured shared between the Members of those Syndicates.			
PER CENT	AMOUNT	PERCENTAGE	PROPORTION
0.1	1000000	0.1	1000000
0.2	2000000	0.2	2000000
0.3	3000000	0.3	3000000
0.4	4000000	0.4	4000000
0.5	5000000	0.5	5000000
0.6	6000000	0.6	6000000
0.7	7000000	0.7	7000000
0.8	8000000	0.8	8000000
0.9	9000000	0.9	9000000
1.0	10000000	1.0	10000000
1.1	11000000	1.1	11000000
1.2	12000000	1.2	12000000
1.3	13000000	1.3	13000000
1.4	14000000	1.4	14000000
1.5	15000000	1.5	15000000
1.6	16000000	1.6	16000000
1.7	17000000	1.7	17000000
1.8	18000000	1.8	18000000
1.9	19000000	1.9	19000000
2.0	20000000	2.0	20000000
2.1	21000000	2.1	21000000
2.2	22000000	2.2	22000000
2.3	23000000	2.3	23000000
2.4	24000000	2.4	24000000
2.5	25000000	2.5	25000000
2.6	26000000	2.6	26000000
2.7	27000000	2.7	27000000
2.8	28000000	2.8	28000000
2.9	29000000	2.9	29000000
3.0	30000000	3.0	30000000
3.1	31000000	3.1	31000000
3.2	32000000	3.2	32000000
3.3	33000000	3.3	33000000
3.4	34000000	3.4	34000000
3.5	35000000	3.5	35000000
3.6	36000000	3.6	36000000
3.7	37000000	3.7	37000000
3.8	38000000	3.8	38000000
3.9	39000000	3.9	39000000
4.0	40000000	4.0	40000000
4.1	41000000	4.1	41000000
4.2	42000000	4.2	42000000
4.3	43000000	4.3	43000000
4.4	44000000	4.4	44000000
4.5	45000000	4.5	45000000
4.6	46000000	4.6	46000000
4.7	47000000	4.7	47000000
4.8	48000000	4.8	48000000
4.9	49000000	4.9	49000000
5.0	50000000	5.0	50000000
5.1	51000000	5.1	51000000
5.2	52000000	5.2	52000000
5.3	53000000	5.3	53000000
5.4	54000000	5.4	54000000
5.5	55000000	5.5	55000000
5.6	56000000	5.6	56000000
5.7	57000000	5.7	57000000
5.8	58000000	5.8	58000000
5.9	59000000	5.9	59000000
6.0	60000000	6.0	60000000
6.1	61000000	6.1	61000000
6.2	62000000	6.2	62000000
6.3	63000000	6.3	63000000
6.4	64000000	6.4	64000000
6.5	65000000	6.5	65000000
6.6	66000000	6.6	66000000
6.7	67000000	6.7	67000000
6.8	68000000	6.8	68000000
6.9	69000000	6.9	69000000
7.0	70000000	7.0	70000000
7.1	71000000	7.1	71000000
7.2	72000000	7.2	72000000
7.3	73000000	7.3	73000000
7.4	74000000	7.4	74000000
7.5	75000000	7.5	75000000
7.6	76000000	7.6	76000000
7.7	77000000	7.7	77000000
7.8	78000000	7.8	78000000
7.9	79000000	7.9	79000000
8.0	80000000	8.0	80000000
8.1	81000000	8.1	81000000
8.2	82000000	8.2	82000000
8.3	83000000	8.3	83000000
8.4	84000000	8.4	84000000
8.5	85000000	8.5	85000000
8.6	86000000	8.6	86000000
8.7	87000000	8.7	87000000
8.8	88000000	8.8	88000000
8.9	89000000	8.9	89000000
9.0	90000000	9.0	90000000
9.1	91000000	9.1	91000000
9.2	92000000	9.2	92000000
9.3	93000000	9.3	93000000
9.4	94000000	9.4	94000000
9.5	95000000	9.5	95000000
9.6	96000000	9.6	96000000
9.7	97000000	9.7	97000000
9.8	98000000	9.8	98000000
9.9	99000000	9.9	99000000
10.0	100000000	10.0	100000000
10.1	101000000	10.1	101000000
10.2	102000000	10.2	102000000
10.3	103000000	10.3	103000000
10.4	104000000	10.4	104000000
10.5	105000000	10.5	105000000
10.6	106000000	10.6	106000000
10.7	107000000	10.7	107000000
10.8	108000000	10.8	108000000
10.9	109000000	10.9	109000000
11.0	110000000	11.0	110000000
11.1	111000000	11.1	111000000
11.2	112000000	11.2	112000000
11.3	113000000	11.3	113000000
11.4	114000000	11.4	114000000
11.5	115000000	11.5	115000000
11.6	116000000	11.6	116000000
11.7	117000000	11.7	117000000
11.8	118000000	11.8	118000000
11.9	119000000	11.9	119000000
12.0	120000000	12.0	120000000
12.1	121000000	12.1	121000000
12.2	122000000	12.2	122000000
12.3	123000000	12.3	123000000
12.4	124000000	12.4	124000000
12.5	125000000	12.5	125000000
12.6	126000000	12.6	126000000
12.7	127000000	12.7	127000000
12.8	128000000	12.8	128000000
12.9	129000000	12.9	129000000
13.0	130000000	13.0	130000000
13.1	131000000	13.1	131000000
13.2	132000000	13.2	132000000
13.3	133000000	13.3	133000000
13.4	134000000	13.4	134000000
13.5	135000000	13.5	135000000
13.6	136000000	13.6	136000000
13.7	137000000	13.7	137000000
13.8	138000000	13.8	138000000
13.9	139000000	13.9	139000000
14.0	140000000	14.0	140000000
14.1	141000000	14.1	141000000
14.2	142000000	14.2	142000000
14.3	143000000	14.3	143000000
14.4	144000000	14.4	144000000
14.5	145000000	14.5	145000000
14.6	146000000	14.6	146000000
14.7	147000000	14.7	147000000
14.8	148000000	14.8	148000000
14.9	149000000	14.9	149000000
15.0	150000000	15.0	150000000
15.1	151000000	15.1	151000000
15.2	152000000	15.2	152000000
15.3	153000000	15.3	153000000
15.4	154000000	15.4	154000000
15.5	155000000	15.5	155000000
15.6	156000000	15.6	156000000
15.7	157000000	15.7	157000000
15.8	158000000	15.8	158000000
15.9	159000000	15.9	159000000
16.0	160000000	16.0	160000000
16.1	161000000	16.1	161000000
16.2	162000000	16.2	162000000
16.3	163000000	16.3	163000000
16.4	164000000	16.4	164000000
16.5	165000000	16.5	165000000
16.6	166000000	16.6	166000000
16.7	167000000	16.7	167000000
16.8	168000000	16.8	168000000
16.9	169000000	16.9	169000000
17.0	170000000	17.0	170000000
17.1	171000000	17.1	171000000
17.2	172000000	17.2	172000000
17.3	173000000	17.3	173000000
17.4	174000000	17.4	174000000
17.5	175000000	17.5	175000000
17.6	176000000	17.6	176000000
17.7	177000000	17.7	177000000
17.8	178000000	17.8	178000000
17.9	179000000	17.9	179000000
18.0	180000000	18.0	180000000
18.1	181000000	18.1	181000000
18.2	182000000	18.2	182000000
18.3	183000000	18.3	183000000
18.4	184000000	18.4	184000000
18.5	185000000	18.5	185000000
18.6	186000000	18.6	186000000
18.7	187000000	18.7	187000000
18.8	188000000	18.8	188000000
18.9	189000000	18.9	189000000
19.0	190000000	19.0	190000000
19.1	191000000	19.1	191000000
19.2	192000000	19.2	192000000
19.3	193000000	19.3	193000000
19.4	194000000	19.4	194000000
19.5	195000000	19.5	195000000
19.6	196000000	19.6	196000000
19.7	197000000	19.7	197000000
19.8	198000000	19.8	198000000
19.9	199000000	19.9	199000000
20.0	200000000	20.0	200000000
20.1	201000000	20.1	201000000
20.2	202000000	20.2	202000000
20.3	203000000	20.3	203000000
20.4	204000000	20.4	204000000
20.5	205000000	20.5	205000000
20.6	206000000	20.6	206000000
20.7	207000000	20.7	207000000
20.8	208000000	20.8	208000000
20.9	209000000	20.9	209000000
21.0	210000000	21.0	210000000
21.1	211000000	21.1	211000000
21.2	212000000	21.2	212000000
21.3	213000000	21.3	213000000
21.4	214000000	21.4	214000000
21.5	215000000	21.5	215000000
21.6	216000000	21.6	216000000
21.7	217000000	21.7	217000000
21.8	218000000	21.8	218000000
21.9	219000000	21.9	219000000
22.0	220000000	22.0	220000000
22.1	221000000	22.1	221000000
22.2	222000000	22.2	222000000
22.3	223000000	22.3	223000000
22.4	224000000	22.4	224000000
22.5	225000000	22.5	225000000
22.6	226000000	22.6	226000000
22.7	227000000	22.7	227000000
22.8	228000000	22.8	228000000
22.9	229000000	22.9	229000000
23.0	230000000	23.0	230000000
23.1	231000000	23.1	231000000
23.2	232000000	23.2	232000000
23.3	233000000	23.3	233000000
23.4	234000000	23.4	234000000
23.5	235000000	23.5	235000000
23.6	236000000	23.6	236000000
23.7	237000000	23.7	237000000
23.8	238000000	23.8	238000000
23.9	239000000	23.9	239000000
24.0	240000000	24.0	240000000
24.1	241000000	24.1	241000000
24.2	242000000	24.2	242000000
24.3	243000000	24.3	243000000
24.4	244000000	24.4	244000000
24.5	245000000	24.5	245000000
24.6	246000000	24.6	246000000
24.7	247		

ATTACHING TO:

Issued to: **CHS 174**
Effective: **February 13, 1968**

- ☒ Additional Premium
☐ Return Premium
of \$ **1004.49**
☐ State Tax \$
☐ Federal Tax \$
☐ Filing Fee \$

London City # **65/1108**
Gross Premium **1664.49**
Commission **20**
Federal Tax **44**
(on 1664.49)

Hereon

☒ Report

☐ Final Adjustment

Period from **2/13/67 to 2/13/68** (Actual Audit period is 1/1/67 to 1/1/68)
☐ Primary Premium \$
☐ Payroll \$
☒ Gross Receipts \$
☐ Rate \$

\$29,528,485.78

- ☐ Earned Premium
☐ Deposit Premium
☐ Return Premium
☒ Additional Premium

\$ **.075 per \$1,000 Gross Revenue**

\$ **2214.49**

\$ **1150.00**

\$

\$ **1004.49**

4/28/68

SS 216

CONFIDENTIAL

2016-001140 Record on Appeal 1019

LON000029

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

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

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

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

Hereon

63.0593

- ☐ Report
☐ Final Adjustment

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

- ☐ Primary Premium
☐ Payroll
☐ Gross Receipts

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

Rate

Earned Premium

Deposited Annual Premium

- ☐ Return Premium
☒ Additional Premium

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

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

CONFIDENTIAL

2016-001140 Record on Appeal 1020

LON000030

ENDORSEMENT

London CN# 65-1025-1/2
Gross Prem. 1150.00
Commission 20 %
Federal Tax 4 %
(on 1150.00)
ADDITIONAL PREMIUM \$ 1150.00
RETURN PREMIUM \$

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

in the name of COLUMBIA NITROGEN CORPORATION, et al

Effective date of this endorsement is

February 13, 1967

Endorsement No. 13.09 5

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

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

April 9, 1967

STEWART, SMITH & CO., INC.

By _____

ATTACHMENT

Issued To:

Effective:

☐ Additional Premium

☐ Return Premium

of \$

☐ State Tax \$

☐ Federal Tax \$

☐ Filing Fee \$

February 12, 1968

Hereon 63.859%

☒ Report

☐ Final Adjustment

Period from 2/12/68

to 2/12/68 (Actual Audit Period is 1/1/65 to 1/1/68. Underwriters agree to use for calculations)

☐ Primary Premium

☐ Payroll

☐ Gross Receipts

☐

Rate

Earned Premium

Deposit Premium

☐ Return Premium

☐ Additional Premium

\$ 14,634,000

\$ 0.78 per \$1,000 Gross Receipts

\$ 1,000.00

\$ 1,150.00

\$ Nil - Deposit Premium Applies

1/18/67

SS 216

65/10754/2

ENDORSEMENT

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

Attached to and forming part of Cover Note No. 1 65X 2-102

in the name of ~~GEORGIA NITROGEN CORP, ETAL.~~

Effective date of this endorsement is September 15, 1966

Endorsement No. 4

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

CARRIER

PRIMUM LIMIT

U. S. Aircraft Insurance
Group

\$10,000,000.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STEWART, SMITH & CO., INC.

DATED:

September 28, 1966
1d

By _____

50-187

CONFIDENTIAL

2016-001140 Record on Appeal 1023

LON000033

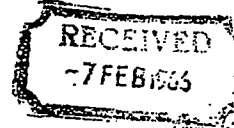
ENDORSEMENT

London CN# 65/16754/2 802
Gross Prem. 725.18
Commission 2.7 ADDITIONAL PREMIUM \$ 725.18 P/O
Federal Tax 4.7 RETURN PREMIUM \$
(on 725.18)

Attached to and forming part of Cover Note No. **L 651 2-102**

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

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



Endorsement No. _____

2nd Annual Minimum and Deposit Premium due February 13, 1966

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STEWART, SMITH & CO., INC.

DATED: **February 2, 1966**

By _____

SS-167

CONFIDENTIAL

2016-001140 Record on Appeal 1024

LON000034

ENDORSEMENTLondon CN# 65/10254/2Gross Prem. 1424.82Commission 20%Federal Tax 4%(on 424.82)ADDITIONAL PREMIUM 1424.82 P/O \$1

RETURN PREMIUM \$

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

in the name of **COLUMBIA NITROGEN CORP., ETAL**Effective date of this endorsement is **February 13, 1966**Endorsement No. **1****2nd Annual Minimum and Deposit Premium Due February 13, 1966****ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.****STEWART, SMITH & CO., INC.**

DATED:

February 2, 1966

By _____

55-187

CONFIDENTIAL

2016-001140 Record on Appeal 1025

LON000035

29 MAR 1965

[illegible]

POLICY No. 85-12754-2

Insurer	Line (%)	POLICY SIGNING			ENDT. No.	
		Debit No.			Dr./Cr. No.	
		Gross	Nett	Coys. Ref. Nos.	Gross	Nett
Panama	15.034	172.89	122.75			122.75
Excess	6.155	22.28	42.09			42.09
R. Thomas	3.436	32.52	22.06			22.06
H. J. Fox	4.226	42.40	35.27			35.27
St. Hal	1.419	19.70	14.23			14.23
Union	2.443	4.09	52.60			52.60
Other	.852	9.89	1.01			1.01
LLOYDS						
LLOYDS ILLINOIS SURPLUS		62.059	725.18	514.38	725.18	514.38
COLLECTIVE COYS.						
I.L.U. ILLINOIS LICENCED		36.941	424.82	301.61	424.82	301.61
I.L.U.						
OTHER COYS.						
TOTALS		1207	1150.00	816.49	1150.00	816.49
POLICY/ENDT. CLOSINGS TYPED						
BUREAU SHEETS TYPED		15-7-66				
S.L. 7AR					8/5/67	



POLICY No. 65-10754-2

ENDT. No. Dr./Cr. No.		ENDT. No. Dr./Cr. No.		ENDT. No. Dr./Cr. No.		ENDT. No. Dr./Cr. No.		ENDT. No. Dr./Cr. No.	
Gross	Nett	Gross	Nett	Gross	Nett	Gross	Nett	Gross	Nett
7335		43.62	44.58						
2515		28.96							
1676		32.44							
2096		12.78							
838		48.70							
3143		6.69							
1119									
43332	30766	67126	416.50						
25384	18022	39323	279.20						
16816	18788	1044	10755.79						
111067		29/5/68							

CONFIDENTIAL

2016-001140 Record on Appeal 1028

LON000038

EXHIBIT 2

2016-001140 Record on Appeal 1029

NO CLAIMS PAID
ADVISED OR O/S

25 SEP 1969

MAR 1970

Cover Note No.		Agency Ref.	
68-10444-2		68 E-163	
Debit No.			
D14449			
Signing Slips	1	Photostat Copy	
Currency	US\$	No. of Copies of Policy Document	2
Leads			
100% Premium (Gross)			
Hereby Proportion		(Gross)	\$2500.00
Hereby Proportion		(Net)	\$1775.00
Associated R/Ts			

STEWART, SMITH & CO

CONSUMERS MARK

68/0317 E/F

...ING CLAUSE NO. ONE
...at otherwise to the terms of the ... 1950, ...
...respect of this Policy shall not be required ...
...to be sent to ... together with ...
...by ... change of administrative details ...
...Company.

NEW YORK, U.S.A.

NEW YORK, U.S.A.

STEWART, SMITH & CO., LIMITED

UMBRELLA LIABILITY.

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

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

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

POLICY FOR LIMITS OF:

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

EXCESS OF:

Primary Limits as per Schedule. /

OR:

\$10,000 for uninsured perils.

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

30 days Cancellation Clause.

ADJUSTABLE

O.D. and Products in the aggregate.

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

Adjustable annually at 7 1/2% revenue. /

Less 25% and 4% Tax.

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

412

64-10 754-2

BR 983251

25/8

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

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

YEAR	MONTH
68	2

WV 75
68

Sir 25
26
26

ASSURED: COLUMBIA NITROGEN.

It is understood and agreed that, in respect of Employers Liability coverage carried as self insurance by the Assured in the State of Georgia, this Policy shall apply excess of \$25,000 each and every loss.

[illegible]

COLUMBIA NITROGENSCHEDULE OF PRIMARIES

GENERAL LIABILITY INCLUDING PRODUCTS	\$1,000,000 C.S.L.	Aetna \$18,5
AUTO LIABILITY	B.I. \$500,000/1,500,000 P.D. \$500,000	Aetna \$13,4 \$6,4
E.L.	\$100,000 except Georgia which \$25,000 each and every loss self-insured.	
AIRCRAFT LIABILITY	\$10,000,000	U.S.A.I.G.

25
Sir
W
4/26

9
POLY SLIP NO. 68/924.

ASSURED: COLUMBIA NITROGEN

PERIOD:

SHORT

ALL OTHER

68

2

364 100%
5.37%
13.42%
STURGE
201 210
254 347

ALL OTHER UNDERWRITERS AS PER CONTRACT NO. 36419

HEREON: 59.34% LLOYDS.

17.90% Dominion (Coll)

6.72% Excess 320 (Coll) 6847/15160

3.72% W. Aux 67/E22/1282 (Coll)

6.42% Swiss Union 320257 (Coll)
3.21% Minster

2.69% Orion N/M L209193 (Coll)

HEREON: 40.66% COMPANIES.

28/10/1964

CONFIDENTIAL

AUDIT

13/2/65

AP # 12345

NA # 94 03

8251/565 3026

3500 100

LP 503 5026

No. 0 345

ENTRY No. 105

FM	100%
AP	5
LP	5

LP 503 3026

YEAR	1964
MONTH	12

C 36419

SL 1/2

6

7 MAY 1968

POLICY No. 602-10756-2

Insurer	Comm.	Tax (%)	Line (%)	POLICY SIGNING			TENDIT
				Debit No.		Coy. Ref. No.	
				Gross	Nett		
Don.			1.90	447.50	317.72	22241151	
Excess.			6.72	468.00	119.28	68171508/320	13.80
N. Ray			3.72	93.00	66.03	22101508/240	1.50
S. L. W.			6.42	160.50	113.96	320257/7	
H. W.			3.21	80.25	56.98		
Don.			2.68	67.25	47.75	00 228525 (209193)	
LLOYDS	251.41		59.36	1483.50	1053.78		1483.50
LLOYDS ILLINOIS SURPLUS							
I.L.U. ILLINOIS LICENCED							
I.L.U.							
COLLECTIVE COYS.							
OTHER COYS.				40.66	1016.50	721.72	1016.50
TOTALS	17/68			1201.25	715.00	7/1	9500/60
POLICY/ENDT. CLOSING TYPED	10/5/68						500/75
BUREAU SHEETS TYPED	17/68						500/75
S.L. TARY							100%

68-10754-1
77th SLIP 68/924. 2ND YEAR.

ADJUSTABLE

ASSURED:- COLUMBIA NITROGEN

SHORT TERM / ALL OTHER

PERIOD:- 24 months at 13th February 1969

5.37% G.H. ROOSE 254

340

13.42% STUNGE 201

210

38635

PER MONTH 69/2

ALL OTHER UNDER 60000 PER CONTRACT NO. 38635

HEREON: 59.34% ELOYD'S.

69/042707

17.90% DOMINION 68652

6.72% EXCESS 320

3.72% WORLD AUXILIARY 67/22/1282

6.42% SWISS UNION } 320257

3.21% MINSTER }
Per Heywood & Partners.

2.69% ORION N/M 1209193

HEREON: 40.66% COMPANIES.

?? add.

POLICY-NORMAL ANNUAL RESIGNATURE

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

Whereas certain Underwriting Members of Lloyd's (hereinafter called "the Reinsured") who subscribed Lloyd's Policy No. 68-10754-2 (hereinafter called "the Reinsured Policy") have paid £1683.50 6s as Provisional Premium to Us, who have hereunto subscribed our Names to reinsure them in respect of their liability under the Reinsured Policy during the period commencing on the 13th day of February 1969 and ending on the 13th day of February 1971 both days, and the sum insured subject matter and hazards insured by the Reinsured Policy being defined on the Slip overleaf.

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

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

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

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

AS
N.M.A. 1034

Dated in London, the 16th day of OCTOBER 1969

LLOYD'S POLICY SIGNING OFFICE

Th. Ellin
Manager

STEWART SMITH & CO. LTD.

SL 1/2

68-10754-2
 COLUMBIA NITROGEN
 AUDIT
 13/2/69-13/2/70
 NO ADJUSTMENT
 MINIMUM APPLIES
 S.L. 1/2

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

AP	BB 10344V
Lloyds	1112.62
N.A.	
L.P.O. SIGNING DATE & IN	

100% N/A 1875.00
 S.L. 1/2

POLICY No. 68-10754-2.

1196

3

400701 1970

68-1075

SLIP 68/224/ 2ND YEAR

BROOKLYN

ASSURED:- COLUMBIA MICROGEN

PERIOD:- 12 MONTHS 13th FEBRUARY 1970

L.P. 5.9% G.N. HOUSE
 13.42% STURGEON
 23 MAY 1970
 23
 EXACT

254
201

3447
 210
 210

TEARS	PAIRS
10	2

OTHER UNDERWRITERS AS PER CONTRACT NO. 3811

HEREON: 59.34% LLOYD'S.

17.90% DOMINION 68652

6.72% EXCESS 320

3.72% WORLD AUXILIARY 67/22/1282

6.42% SWISS UNION	}	320257
3.21% MINSTER		

per Heywood & Partners.

2.69% ORION N/M L209193

HEREON: 40.66% COMPANIES.

SLIP POLICY - NORMAL ANNUAL RESIGNATURE

70/015383 (Approved by Lloyd's Underwriters' Non-Marine Association) 4007011970 BB14537C

Whereas certain Underwriting Members of Lloyd's (hereinafter called "the Reinsured") who subscribed Lloyd's Policy No. 68-10754-2 (hereinafter called "the Reinsured Policy") have paid 14P350GR as Provisional Premium to Us, who have hereunto subscribed our Names to reinsure them in respect of their liability under the Reinsured Policy during the period commencing on the 13th day of February 1970, and ending on the 13th day of February 1971 both days the sum

The Reinsured agree to pay as premium hereunder that proportion of the premium due under the Reinsured Policy which is insured subject matter and hazards insured by the Reinsured Policy being defined on the Slip overleaf.

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

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

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

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

N.M.A. 1034

Wellington
MANAGER.

SL 12

68/10754/2

COLUMBIA NITROGEN
CORPORATION

FINAL AUDIT

FEBRUARY 13th, 1970 TO
FEBRUARY 13th, 1971

NO ADJUSTMENT.

MINIMUM AND
DEPOSIT APPLIES

S.L. 1/2

68-10754

INITIAL MEMO

PREMIUM

13. 2. 70

16

13. 2. 71

P.P. \$ 2,500.00

NA \$ 1,834.36

BB/4537C

4.3.70

CON NO. 40070

L. & L. CHARGE	
No: C 40070	
ENTRY No. BB/4537C	
BY: TUBA NA	1875-00
AP: 1875-00	
RP: 1875-00	
L.F.S.O. SIGNING No.	
70/015389	

S.L. 1/2

68/0357441

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

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



No Policy or other Contract dated on or after 1st Jan., 1961, will be recognized by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

LLOYD'S RENEWAL POLICY

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

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

Printed at Lloyd's, London, England.

354/1966

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

En. 0011285 whereof the Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE,

Am. Ellington
MANAGER

635

SCHEDULE

Renewal Policy No.	68/10754/2/B 14449	Type of Insurance	PROPERTY LIABILITY
Original Policy No.	64/10754/2/BB 783251		
The Assured	COLUMBIA BROADCAST CORPORATION AND/OR COLUMBIA BROADCAST SYSTEM		
The renewal premium	U.S.\$1,453.50 part of U.S.\$2,500.00 being a first instalment Minimum and Deposit*		
The period	from Thirteenth February, 1968 to Thirteenth February, 1971 both days inclusive at 12.01 a.m. Local Standard Time		

Dated in London, the

11 JUL 1968

Endorsement(s) (if any).

*Premium and further instalments are due and payable as follows:-
13th February, 1968 U.S.\$1,453.50
13th February, 1970 U.S.\$1,453.50

This Policy being for 59.34% covers the pro rata proportion of the risks and liability set forth herein, and the percentages signed hereon are percentages of 100% and not of 59.34%.



NAMES AND SHARES OF THE UNDERWRITERS

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

The Table above referred to being a Table showing

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

11.2.65.
N.M.A. 1504



CONFIDENTIAL

2016-001140 Record on Appeal 1045

LON000080

DUPLICATE



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

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

[illegible]

FORM C.P.3.

DUPLICATE

THIS DOCUMENT SHOULD BE ATTACHED TO THE ORIGINAL POLICY.

Collective Renewal Policy & Receipt.

Insured: COLUMBIA NITROGEN CORPORATION AND/OR COLUMBIA NITRO CORPORATION

Sum Insured Hereby: 40.46% part of 100% of limits

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

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

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

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

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

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

THE DOMINION INSURANCE COMPANY LIMITED

68/10754/2/B 14449/BI


for Accident Manager

P.T.O.

THE ASSURERS

Amount Percentage or Proportion	Company	Reference No.
17.90%	THE DOMINION INSURANCE COMPANY LIMITED	2254634 71846 of 768652
6.42%	EXCESS INSURANCE COMPANY LIMITED	320
3.72%	WORLD AUXILIARY INSURANCE CORPORATION LIMITED	67/22/1282
6.42%	SWISS UNION GENERAL INSURANCE COMPANY LIMITED	320257
3.21%	MINTAG INSURANCE COMPANY LIMITED (per NEWBOLD AND PARTNERS)	
2.69%	ORION INSURANCE COMPANY LIMITED	1209193

ATTACHING TO AND FORMING PART OF COVER NOTE NO.

L 68E 1-163

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

Effective: **February 13, 1969**

BB 11432C
NA 94.03

☒ Additional Premium

☐ Return Premium
of \$ **128.15**

☐ State Tax \$

☐ Federal Tax \$

☐ Filing Fee \$

Hereon **59.34%**

☒ Report

☐ Final Adjustment

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

☐ Primary Premium

☐ Payroll

☒ Gross Receipts

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

☒

Rate

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

Earned Premium

\$ **2628.15**

Deposit Premium

\$ **2500.00**

☐ Return Premium

☒ Additional Premium

\$ **128.15**

London CN# **68/1075**

Gross Prem. **52.11**

Commission **2.0**

Federal Tax **4**

(on **52.11**)

London CN# **68/1075/2**

Gross Prem. **76.04**

Commission **2.0** %

Federal Tax **0** %

(on **76.04**)

CASUALTY SECTION

SS 216

CONFIDENTIAL

2016-001140 Record on Appeal 1049

LON000084

ATTACHING TO AND FORMING PART OF COVER NOTE NO.

68/107572

L 602 1-162

Issued to: **CHILMATA AIRPORTS CORPORATION, et al**

Effective: **February 13, 1971**

☐ Additional Premium

☐ Return Premium

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

☐ State Tax \$

☐ Federal Tax \$

☐ Filing Fee \$

Henson

☐ Report

☐ Final Adjustment

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

☐ Primary Premium

☐ Payroll

☒ Gross Receipts

☐

Rate

Earned Premium

Deposit Premium

☐ Return Premium

☐ Additional Premium

\$

\$

\$ **26,899,000**

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

\$ **2017.43**

\$ **2500.00**

\$

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

SS 216

CONFIDENTIAL

2016-001140 Record on Appeal 1050

LON000085

ATTACHING TO AND FORMING PART OF COVER NOTE NO. L 685 1 163

Issued to: **COLUMBIA-PIESSEN CORPORATION**

Effective: **February 13, 1970**

68/10751

☐ Additional Premium

☐ Return Premium

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

☐ State Tax \$

☐ Federal Tax \$

☐ Filing Fee \$

Hereon

☒ Report

☐ Final Adjustment

Period from **February 13, 1969** to **February 13, 1970** (Actual audit period

☐ Primary Premium

☐ Payroll

☒ Gross Receipts

☒

Rate

Earned Premium

Deposit Premium

☐ Return Premium

☐ Additional Premium

; January 1, 1969 to January 1, 1970 which
; writers agreed to use for our calculation

\$ 23,928,000.

\$.075 per \$1,000 Gross Receipts

\$ 2,019.80

\$ 2,500.00 (Minimum & Deposit)

\$ NIL - Minimum & Deposit applies

April 7, 1970 1c

SS 216

CONFIDENTIAL

2016-001140 Record on Appeal 1051

LON000086

ENDORSEMENT

ADDITIONAL PREMIUM \$ 2,500.00

RETURN PREMIUM \$

BB 14537C

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

in the name of COLUMBIA NITROGEN CORP., et al

L/A 1834

Effective date of this endorsement is February 13, 1969

Endorsement No. 5

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

London CN# 68/147546
Gross Prem. 1483.50
Commission 2.7
Federal Tax 8.2
(on 1483.50)

London CN# 68/147546
Gross Prem. 1483.50
Commission 2.7
Federal Tax 8.2
(on 1483.50)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STEWART, SMITH & CO., IN

DATED: December 8, 1969

SS-107 N. Y.

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

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

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

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

DATED: **April 10, 1968**

STEWART, SMITH & CO., INC.

By _____

ATTACHING TO AND FORMING PART OF COVER NOTE NO. **L 833 1-193**

In the Name of **COLUMBIA NITROGEN CORPORATION, OF RI**

Effective Date of This Endorsement is **2/12/33** Endorsement

UMBRELLA

THREE YEAR PREMIUM AND ANNUAL ADJUSTMENT ENDORSEMENT

Notwithstanding anything stated herein to the contrary it is hereby agreed that the Premium for this Cover Note is a three year Minimum and Deposit Premium subject to adjustment with the Earned Premium to be calculated at the rate of **\$ 3.475** per **\$1.00** of the Assured's ~~Gross Receipts~~. The Assured shall declare to Underwriters as soon as possible after each anniversary date the total amount of their ~~Gross Receipts~~ during the said annual period. If the Amount of premium calculated in accordance with the above formula exceeds the annual Minimum and Deposit premium then the Assured shall pay the amount of additional earned premium which is in excess of said Deposit. In the event the earned premium is less than the deposit then the minimum and deposit shall be considered to be fully earned.

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

S. STANT, SMITH & CO., INC.

By _____

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

DATED: **April 18, 1933**

ENDORSEMENT

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

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

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

Effective date of this endorsement is **February 13, 1968** Endorsement No. **2**

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

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STEWART, SMITH & CO., INC.

DATED: **April 10, 1968**

SS-107 N. Y.

By _____

CONFIDENTIAL

2016-001140 Record on Appeal 1055

LON000090

STEWART, SMITH & COMPANY, LTD.

No. L 1-123

PREVIOUS NO. 2-220

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

Assured: COLUMBIA BROADCAST CORPORATION AND/OR
COLUMBIA BROADCAST CORPORATION
P. O. Box 1422
Augusta, Georgia

Term: February 1968, 1968 to February 1969, 1971 both days
at 12:01 A.M., at the address of the Assured

Coverage: Motor Vehicle Liability, as per form attached

Limit: As per form attached

Rate: Adjustable annually at \$0.75 per \$1,000. of Revenue

Premium: \$2,500.00 - 1st Annual Installment - Minimum 2 Months
2nd Annual Installment due February 15, 1969 - \$2500.00
3rd Annual Installment due February 15, 1970 - \$2500.00

B 14

Amount: \$2,500.00

London CN# 68/14754
Gross Prem. 2500.00
Commission 20.00
Federal Tax 4.00
(on 2500.00)

224 13-43

The insurance described herein is subject to all of the terms and conditions of the Certificate of Insurance and/or Policy to be issued. This cover note shall be automatically terminated and voided by delivery of the Certificate of Insurance or Policy to the Assured or its representative.

This insurance may be cancelled as provided in the wording, and if there is no wording attached as to cancellation, on 30 days notice by either the Assured or the Insurer(s) through Stewart, Smith & Co., Inc. as intermediary. Notice of cancellation shall be deemed given by the Insurer(s) when given by Stewart, Smith & Co., Inc. to the Assured or its representative and shall be deemed given to the Insurer(s) when given to Stewart, Smith & Co., Inc. by the Assured or its representative. In the event of cancellation of this insurance, the Insurer(s) shall be entitled to the premium earned on a short rate basis if cancelled by the Assured and on a pro rata basis if cancelled by the Insurer(s).

DATED AT NEW YORK, N. Y.

STEWART, SMITH & CO., INC.

April 1968, 1968

PER

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax. It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured (or Reinsured) or his agent should take steps to cover the Tax from the U. S. Government.

Nuclear Incident Exclusion Clause
Liability - Direct (Broad) Attachment

CONFIDENTIAL

2016-001140 Record on Appeal 1056

LON000091

UMBRELLA POLICY

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

INSURING AGREEMENTSI. COVERAGE

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

(a) imposed upon the Assured by law,

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

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

(I) Personal Injuries, including death at any time resulting therefrom,

(II) Property Damage,

(III) Advertising Liability,

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

II. LIMIT OF LIABILITY

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

(a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances,

or (b) \$25,000.00 ultimate net loss in respect of each occurrence not covered by said underlying insurances, (hereinafter called the "underlying limits");

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

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

(1) in the event of reduction pay the excess of the reduced underlying limit,

(2) in the event of exhaustion continue in force as underlying insurance.

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

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

1. ASSURED -

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

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

2. PERSONAL INJURIES -

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

3. PROPERTY DAMAGE -

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

4. ADVERTISING LIABILITY -

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

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

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

5. OCCURRENCE -

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

6. ULTIMATE NET LOSS -

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

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

7. AUTOMOBILE -

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

8. AIRCRAFT -

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

9. PRODUCTS LIABILITY -

The term "Products Liability" means

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

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

10. ANNUAL PERIOD -

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

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This policy shall not apply:-

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

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

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

THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS:

A. PREMIUM -

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

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

C. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

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

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

D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE -

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

E. INSPECTION AND AUDIT -

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

F. CROSS LIABILITY -

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

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

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

G. NOTICE OF OCCURRENCE -

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

H. ASSISTANCE AND CO-OPERATION -

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

I. APPEALS -

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

J. LOSS PAYABLE -

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

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

K. BANKRUPTCY AND INSOLVENCY -

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

L. OTHER INSURANCE -

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

M. SUBROGATION -

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

N. CHANGES -

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

O. ASSIGNMENT -

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

P. CANCELLATION -

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

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

Q. CURRENCY -

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

R. CONFLICTING STATUTES -

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

S. SERVICE OF SUIT CLAUSE -

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

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

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

T. MAINTENANCE OF UNDERLYING INSURANCES -

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

DATED: **April 10, 1968**

STEWART, SMITH & CO., INC.

By _____

-3-

ATTACHING TO AND FORMING PART OF POLICY NO.

L. 68E 1-162

DECLARATIONS

ITEM 1. Named Assured: Columbia Nitrogen Corporation, et al

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

(a) Limit in all in respect of each occurrence \$ 1,000,000.

(b) Limit in the aggregate for each annual period where applicable \$ 1,000,000.

ITEM 3. Notice of Occurrence (Condition G) to: Stewart, Smith & Co.,
116 John Street
New York, New York

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

ITEM 5. Payment of Premium (Condition Q) to: Stewart, Smith & Co.,
116 John Street
New York, New York

ITEM 6. Service of Process (Condition S) upon: Mendes & Mount
27 William Street
New York, New York

DATED: April 10, 1968

STEWART, SMITH & CO., INC.

By _____

wherever the word "Certificate"
or "Policy" is used herein it is
intended to read "Cover Note."

SCHEDULE OF PRIMARY POLICIES

	<u>LIMIT</u>	<u>CARRIER</u>
General B.I. P.D.	\$ 1,000,000 Combined \$ Bodily Injury/Property Damage	Aetna
Products B.I. P.D.	\$ 1,000,000 Combined \$ Bodily Injury/Property * Damage	"
Auto B.I. P.D.	\$500,000/1,500,000 \$500,000.	"
E.L.O.D.	\$ 100,000 except Georgia which \$25,000 each and every loss self-insured	"
Aircraft Non-Ownership	\$10,000,000 Combined Bodily Injury/Property Damage	U.S.A.I.C.

* Aggregate Limits

ENDORSEMENT

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

Attached to and forming part of Cover Note No. C 68E 1-162

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

Effective date of this endorsement is **February 13, 1968** Endorsement No. **1**

Security hereunder is as follows:

17.90%	DOMINION INS.CO. LTD.
6.72%	EXCESS INS.CO. LTD.
3.72%	WORLD AUXILIARY INS.CO. LTD.
6.42%	SWISS UNION INS.CO. LTD.
3.21%	HINSTER INS.CO. LTD.
2.69%	ORION INS.CO. LTD.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STEWART, SMITH & CO., INC.

DATED: **April 10, 1968**

55-107 N. Y.

By _____

CONFIDENTIAL

2016-001140 Record on Appeal 1067

LON000102

ENDORSEMENT

ADDITIONAL PREMIUM \$ 2,500.00

RETURN PREMIUM \$

BB 14537C

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

in the name of COLUMBIA NITROGEN CORP., et al

N/A 1834

Effective date of this endorsement is February 13, 1969

Endorsement No. 5

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

London CN# 68/102546
Gross Prem. 1483.50
Commission 2.7
Federal Tax 0.7
(on 1483.50)

London CN# 68/102546
Gross Prem. 1416.2
Commission 2.7
Federal Tax 4.7
(on 1416.2)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STEWART, SMITH & CO., INC.

DATED: December 8, 1969

23-107 N. Y.

CONFIDENTIAL

2016-001140 Record on Appeal 1068

LON000103

Cover Note
EFFECTED WITH
Insurance Companies

London Cx# 68/11254/2
Gross Prem. 6500.00
Commission 20.00
Federal Tax 4.00
(on 6500.00)

No. C 68E 1-162

PREVIOUS NO. 65E 2-102

We confirm that acting upon your instructions we have effected insurance for your account with
INSURANCE COMPANIES.

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

Term: February 13th, 1968 to February 13th, 1971 both days
at 12:01 A.M., at the address of the Named Assured

Coverage: Umbrella Liability, As per form attached to L68E 1-162

Limit: As per form attached to L 68E 1-162

Rate: Adjustable annually at \$.075 per \$1,000. of Revenue

Premium: \$2,500.00 - 1st Annual Installment - Minimum & Deposit
2nd Annual Installment Due February 13, 1969 - \$2500.00
3rd Annual Installment Due February 13, 1970 - \$2500.00

Hereon: 40.66%

Security: As per Endorsement No. 1 attached

Subject to the same terms, limitations and conditions as now contained on or are hereinafter endorsed
on Lloyd's Cover Note No. L 68E 1-162

The insurance described herein is subject to all of the terms and conditions of the Certificate of Insurance and/or Policy to be issued. This cover note shall be automatically terminated and voided by delivery of the Certificate of Insurance or Policy to the Assured or its representative.

This insurance may be cancelled as provided in the wording, and if there is no wording attached as to cancellation, on 30 days notice by either the Assured or the Insurer(s) through Stewart, Smith & Co., Inc. as intermediary. Notice of cancellation shall be deemed given by the Insurer(s) when given by Stewart, Smith & Co., Inc. to the Assured or its representative and shall be deemed given to the Insurer(s) when given to Stewart, Smith & Co., Inc. by the Assured or its representative. In the event of cancellation of this insurance, the Insurer(s) shall be entitled to the premium earned on a short rate basis if cancelled by the Assured and on a pro rata basis if cancelled by the Insurer(s).

DATED AT NEW YORK, N. Y.

STEWART, SMITH & CO., INC.

APRIL 10th, 1968

Notice is hereby given that the undersigned have agreed to pay for the purpose of the Tax a % of the premium payable hereon to the extent such premium is subject to the said tax and agreed that in the event of any return of premium becoming due to the Assured or its representative, the Insurer(s) shall be entitled to the premium earned on a short rate basis if cancelled by the Assured and on a pro rata basis if cancelled by the Insurer(s).

CONFIDENTIAL

2016-001140 Record on Appeal 1069

LON000104

EXHIBIT 3

2016-001140 Record on Appeal 1070



ASSURED COMBIA NITROGEN.

INTEREST UMBRELLA LIABILITY.
LEGAL LIABILITY IN RESPECT OF ASSURED
OPERATIONS.

PERIOD
36 MONTHS AT 13th FEBRUARY, 1971.

CONTROL NO. PB 194674 CEL

NO CLAIMS PAID
ADVISED OR OK

ISO AUTHORIZATION AND ACCOUNTING STAMP

62851 * -2 JUN 1971

3. LLOYD'S POLICY SIGNED

ILU AUTHORIZATION AND ACCOUNTING STAMPS

(50009)

REGISTRATION			
C.U.T. CODE L	REGISTRATION CATEGORY	YEAR 71	MONTH 2
ASSURED/ACCOUNT COLUMBIA NITROGEN		ADJUSTABLE YES ☒ NO ☐	
COUNTRY OF ORIGIN U.S.A.	MARINE	NON-MARINE A	AVIATION
CURRENCY US \$	SIGNED LINE 100.00%	GROSS PREMIUM \$5000.00	
TOTAL	LLOYDS 19.72%	ILU	
COMPANIES 80.27%	SIGNING SLIPS YES ☐ NO ☐		
XEROX COPY YES ☐ NO ☐		NO. OF COPIES OF POLICIES REQUIRED 3	
SPECIAL INSTRUCTIONS No tax on excess			
AGENCY S.S. New York	AGENCY REF. U.S.A. 1272-3-119	NA PREM. HEREON 360321	
BUREAU SCHEME NO.	BROKERS COVER NO.		

TYPE:

FORM:

ASSURED:

PERIOD:

INTEREST:

SUM INSURED:

SITUATION:

CONDITIONS:

MINIMUM AND DEPOSIT
PREMIUM:

BROKERAGE:

UMBRELLA LIABILITY

London 1971 Umbrella Wording
Plus NMA. 1258 and NMA. 1685 (Amended)

COLUMBIA NITROGEN Corporation for Columbia Nitrogen
10 BOX 1423 AUGUST 1971

36 Months at 13th February, 1971

Legal Liability in respect of Assured's operations.

Policy for limits of:

\$1,000,000 any one occurrence

Excess of:

Primary Limits as per Schedule

OR:

\$10,000 for uninsured perils.

Worldwide

30 days Cancellation Clause
O.D. and Products in the aggregate

Part II Exclusions
1. C.C.C.
2. X.C.U.
3. Foreign Operations

\$14,175 adjustable annually at 18% on Gross Revenue

25%

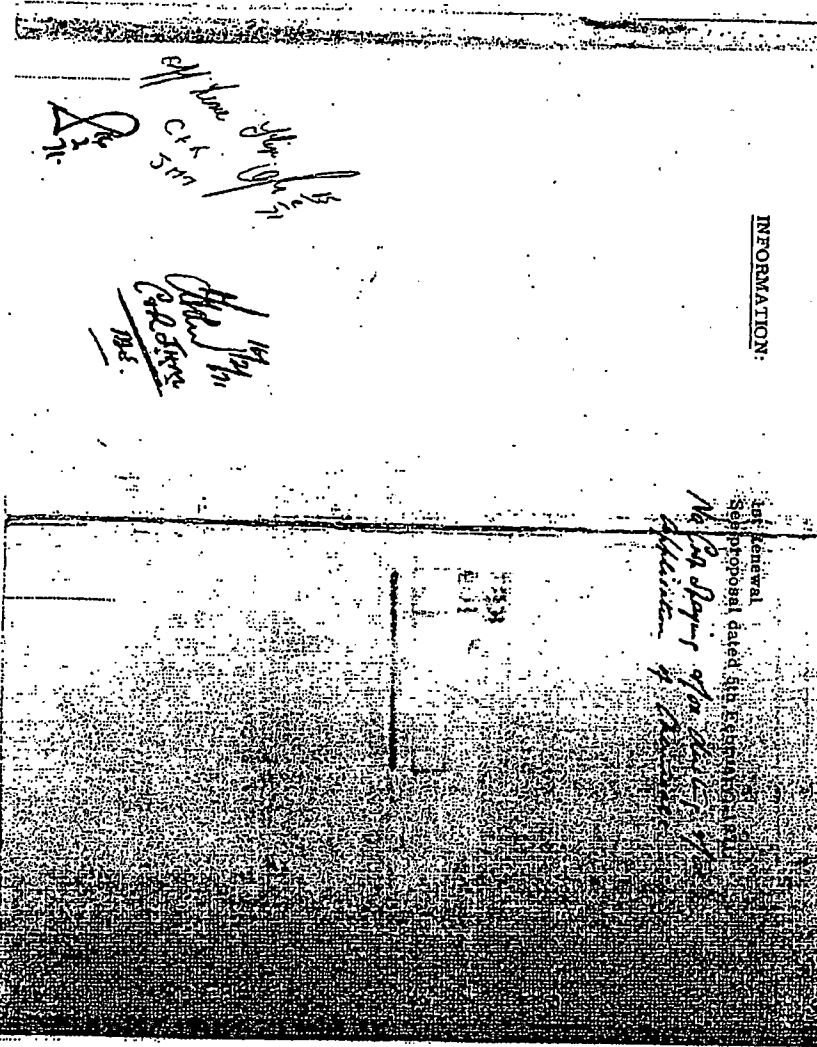
WRITTEN LINES	N OF PART	ORDER WHOLE	ORDER	CLOSED FOR
			100%	100%

(1) IS COLLECTIVE POLICY SIGNING CLAUSE NO. 1.
(2) U.S. TAX AS APPLICABLE PAYABLE BY COMPANIES.
(3) AGREED TO RENEW BY RENEWAL RECEIPT IF REQUIRED WITHOUT PRODUCTION OF OLD SLIP OR POLICY.
(4) AGREED TO ISSUE SLIP POLICY IF REQUIRED.
(5) LU AGREEMENT NMA.

LON000205

2016-001140 Record on Appeal 1072

CONFIDENTIAL



Officer [illegible]
CHK
5/11

[illegible]
Carla [illegible]
10-5

INFORMATION:

No [illegible] of [illegible] 7/1
Admission [illegible]

COLUMBIA UNIVERSITY
Schedule of Assets and Liabilities

General Liability

Products Liability

Automobile Liability

Aircraft (Non Owned)

E.L.

Employs liability

CONFIDENTIAL

2016-001140 Record on Appeal 1074

LON0000207

LINE SLIP NO. 71/324 Declarations YES / NO

ASSURED: Columbia NITROGEN

PERIOD: 36 MONTHS AT 13TH FEBRUARY 1971

36.00% 40.00% DOMINION 95683 RNL 94661
 24.57% (50% NATIONAL CASUALTY CO.
 (12% ACCIDENT & CASUALTY CO.
 (25% NATIONAL CASUALTY CO. OF AMERICA LTD.
 (12% BERMUDA FIRE MARINE

27.50% 30.00% 24.57% ACCIDENT & CASUALTY CO. (NO. 2.A/C).
 24.57% ARGONAUT NORTHWEST INS. CO.

14.29% (40% DELTA-LLOYD NON-LIFE
 (20% SOUTHERN AMERICAN INS. CO.
 (30% ACCIDENT & CASUALTY CO. (NO. 3.A/C)
 (10% NATIONAL CASUALTY CO. OF AMERICA LTD.
 UAI00154/SX Per H.W. (Uwtg) Agencies Ltd.

6.25% 7.50% 3202 11/158 42

4.29% 5.00% LONDON & EDINBURGH GENERAL BLP0467B02X
 Per Tower Uwtg. Management.

4.59% 5.00% GENERALI 71/2839/G801/03

30.27

HEREON: 87.50% COMPANIES

LINE SLIP NO. 71/324

Declarations YES / NO

ASSURED: Columbia NITROGEN

PERIOD: 36 Months AT 13TH FEBRUARY 1971

36.00% 40.00% DOMINION 0/94343 95633
RNL 04561
CIN 9553

(50% NATIONAL CASUALTY CO.
(28.57% (12% ACCIDENT & CASUALTY CO.
(25% NATIONAL CASUALTY CO. OF AMERICA LTD.
(12% BERMUDA FIRE & MARINE

27.50% 30.00% (28.57% ACCIDENT & CASUALTY CO. (NO. 2 A/C).
(14.29% ARGONAUT NORTHWEST INS. CO.

(40% DELTA-LOYD NOR LIFE
(20% SOUTHERN AMERICAN INS. CO.
(30% ACCIDENT & CASUALTY CO. (NO. 3 A/C).
(10% NATIONAL CASUALTY CO. OF AMERICA LTD.
UAI00154/3X Per H.M. (Uwtg) Agencies Ltd.

REPRINT
B

0.25% 7.50% 3202 11/158/92

4.39 5.00% LONDON & EDINBURGH GENERAL 81P0467B02X
Per Tower Uwtg. Management.

4.59 5.00% GENERALI 71/2839/G801/03

HEREON: 87.50% COMPANIES

LON000209

2016-001140 Record on Appeal 1076

CONFIDENTIAL

555
 X5061723HX
 ASH 3.56
 123
 15337472V
 96
 HJI
 109
 KBT
 201
 210
 8NM
 274
 421

CONFIDENTIAL

2016-001140 Record on Appeal 1077

LON0000210

REGISTRATION				TOTAL	
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH	LLOYDS	
ASSURED/ACCOUNT				ILU	
COLUMBIA NITROGEN				COMPANIES	
HEREBY NOTED AND AGREED with effect inception premium amended as follows: ANNUAL MINIMUM AND DEPOSIT PREMIUM: \$5,000 Adjustable annually at 18 1/2% on Gross Revenue.					
ENDORSEMENT NO.				DEBIT/CREDIT AG.	
L.P.S.O. NUMBER AND DATE STAMP				I.L.U. NUMBER AND DATE STAMP	

CONFIDENTIAL

2016-001140 Record on Appeal 1078

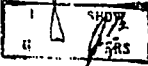
LON000211

INSURERS	LINE %	COMM	TAX	INITIAL SIGNING			CLOSING No 1		CLOSING No 2	CLOSING No 3		CLOSING No 4
				GROSS	NETT	COMPANY REF No	GROSS	NETT		GROSS	NETT	
Donation	36.67	05	M	1294.50	1302.49	95633	1294.50	1302.49				
H.S.W.	27.52	"	"	1374.00	976.96		1374.00	976.96				
Bureau	6.88	25	-	344.00	258.50	71-159392	344.00	258.50				
Religion	4.59	25	M	229.50	162.94		229.50	162.94				
General	4.59	"	M	229.50	162.94		229.50	162.94				
LLOYDS	19.79	25	-	986.50	739.88		986.50	739.88				
LLOYDS ILL SURPLUS												
ILLINOIS LICENSED												
ILLU												
COLLECTIVE COYS	80.27			4013.50	2863.33		4013.50	2863.33				
OTHER COYS												
TOTAL	100			6000.00	3603.21		6000.00	3603.21				
LLOYDS 100% N.A.				3750.00			3750.00					
COMPANIES 100% N.A.				1100.00			1100.00					
FOR POLICY DEPT USE												
LLOYDS	20.57											
ILLU	20.57											
COLLECTIVE	20.57											
OTHERS	4											

2016-001140 Record on Appeal 1081

CONFIDENTIAL

LON000214

71/10754/5				TOTAL	
REGISTRATION				LLOYDS	
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH	ILU	
ASSURED/ACCOUNT			LEADING U/W.	COMPANIES	
COLUMBIA NITROGEN ETAL					
HEREBY NOTED AND AGREED effective 1st May 1971 named insured amended to: COLUMBIA NITROGEN CORPORATION AND/OR NIPRO INC.					
					
ENDORSEMENT NO. 3			DEBIT/CREDIT NO.		
L.P.S.O. NUMBER AND DATE STAMP			I.L.U. NUMBER AND DATE STAMP		

LON000215

2016-001140 Record on Appeal 1082

CONFIDENTIAL

41-107514-5 | P88194670

REGISTRATION											
A.O.T. CODE	REGISTRATION CATEGORY	YEAR	MONTH								
4		72	2								
ASSURED/ACCOUNT		ADJUSTABLE									
COLUMBIA NITROGEN		YES	NO								
COUNTRY OF ORIGIN	MARINE	NON-MARINE	AVIATION								
USA		A									
CURRENCY	DIGIT LINE	GROSS PREMIUM									
U.S.											
TOTAL	100%	5,000.00									
LLOYDS	19.73%	986.50									
RU											
CONTAINER	80.27%	4013.50									
LLOYDS NA 739.88											
<table border="1"> <tr> <td>API</td> <td>OPEN MARKET</td> </tr> <tr> <td>ENTRY No.</td> <td>P88194670</td> </tr> <tr> <td>LLOYDS</td> <td>739.88</td> </tr> <tr> <td colspan="2">L.P.S.O. SIGNING DATE & No.</td> </tr> </table>				API	OPEN MARKET	ENTRY No.	P88194670	LLOYDS	739.88	L.P.S.O. SIGNING DATE & No.	
API	OPEN MARKET										
ENTRY No.	P88194670										
LLOYDS	739.88										
L.P.S.O. SIGNING DATE & No.											
BUREAU SCHEME NO.		BROKERS COVER NO.									

SLIP POLICY—NORMAL ANNUAL RESIGNATURE
(Approved by Lloyd's Underwriters' Non-Marine Association)

Underwriters certain Underwriting Members of Lloyd's (hereinafter called "the Reinsured") who subscribed Lloyd's Policy No. 70-18254-5 (hereinafter called "the Reinsured Policy") have paid 1976 50.00 as Provisional Premium to Us, who have herewith subscribed our Names to reinsure them in respect of their liability under the Reinsured Policy during the period commencing on the 13th day of February 1972 and ending on the 13th day of February 1974.

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

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

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

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

LLOYD'S POLICY SIGNING OFFICE

Dated in London, the 175 MAR 1972
N.M.A. 1034

WRITTEN LINES PART OF WHOLE | 100% | 100%

LPSO AUTHORIZATION AND ACCOUNTING STAMPS

63642 * 15 MAR 1972
SIGNED 2: 15 MAR 1972

3.67 210 SHM 201 17
1.38 109 KBT 06 03/4/71
4.59 90 HJI 152 1510TPU
-92 56 ASH X500T23FX

LON000216

2016-001140 Record on Appeal 1083

1238

CONFIDENTIAL

11 10104-3 1 FBA 194672

REGISTRATION																			
B.O.T. CODE	REGISTRATION CATEGORY	YEAR	MONTH																
H		73	2																
ASSURED/ACCOUNT		ADJUSTABLE																	
COLUMBIA MNRAC		YES ☒																	
COUNTRY OF ORIGIN		MARINE NON-MARINE AVIATION																	
USA		A																	
USB																			
CURRENCY	SIGNED LINE	GROSS PREMIUM																	
USD	1001	5,000.00																	
TOTAL																			
LLOYDS	19.73	986.50																	
ILU																			
COMPANIES	80-24	4.013.50																	
LLOYDS NA 739.87																			
<table border="1"> <tr> <td>A/P</td> <td>OPEN MARKET</td> </tr> <tr> <td>B/P</td> <td>ENTRY No. FBA 194672</td> </tr> <tr> <td>Lloyds</td> <td>739.87</td> </tr> <tr> <td>N.A.</td> <td></td> </tr> <tr> <td colspan="2">L.F.S.O. SIGNING DATE & No.</td> </tr> <tr> <td colspan="2">16 FEB 1973</td> </tr> <tr> <td colspan="2">LLOYDS 100000% NA</td> </tr> <tr> <td colspan="2">23780.00</td> </tr> </table>				A/P	OPEN MARKET	B/P	ENTRY No. FBA 194672	Lloyds	739.87	N.A.		L.F.S.O. SIGNING DATE & No.		16 FEB 1973		LLOYDS 100000% NA		23780.00	
A/P	OPEN MARKET																		
B/P	ENTRY No. FBA 194672																		
Lloyds	739.87																		
N.A.																			
L.F.S.O. SIGNING DATE & No.																			
16 FEB 1973																			
LLOYDS 100000% NA																			
23780.00																			
BUREAU SCHEME NO.		BROKERS COVER NO.																	
91.201																			

Policy No. **PBB194672**
 SLIP POLICY—NORMAL ANNUAL RESIGNATURE
 (Approved by Lloyd's Underwriters' Non-Marine Association)

UNDERTAKES certain Underwriting Members of (hereinafter called "the Reinsured") who subscribed Lloyd's No. 7-10754-5 (hereinafter called "the Reinsured") have paid £ 986.50 as Provisional Premium to Us, in respect of the Reinsured Policy during the period commencing the 13th day of February 1973, ending on the 13th day of February 1974, both days INCLUSIVE.

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

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

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

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

LLOYD'S POLICY SIGNING OFFICE

Amellington
 GENERAL MANAGER

Dated in London, the 26 FEB 1973
 N.M.A. 1034

65651 * 26 FEB 1973

WRITTEN LINES	ORDER	CLOSED FOR
PART	WHOLE	100%
L.F.S.O. AUTHORIZATION AND ACCOUNTING STAMPS		

1.118 404 MEM 1771
 3.67 210 SHM (201)
 1.38 109 HBT (06) 4/10
 4.59 90 HTJ (22) 101010
 92 56 ASH X500123

2016-001140 Record on Appeal 1085

CONFIDENTIAL

LON000218

71-10754-S				PBB 19467L		TOTAL	2,263.10
REGISTRATION						LLOYDS	446.51
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH			ILU	
		73	5			COMPANIES	1876.59
ASSURED/ACCOUNT				LEADING U/W.			
Columbia Nitrogen							

Audit
 Period: February 13, 1972 - February 13, 1973.

Earned Premium = \$ 7,263.10.
 less Deposit Premium = \$ 5,000.00.
 N.A. due = \$ 2,263.10.
 N.A. due = \$ 1630.28

10 APR 1973

ENDORSEMENT NO.	DEBIT/CREDIT NO.
	BTS 258063

L.P.S.O. NUMBER AND DATE STAMP	IL.U. NUMBER AND DATE STAMP

AP.P.	EN MARKET
AP.P. NO. PBB 19467L	
LLOYDS	351.28
N.A.	
DATE	18 APR 1973
67663	
LLOYDS	1697.33

2016-001140 Record on Appeal 1086

CONFIDENTIAL

LON000219

SLIP NO: 50009
FILE NO: 71/10754/5

CONTROL NO: FEB19467L

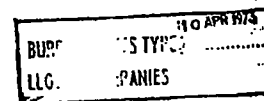
CURRENCY: US \$

INSURER
Dominion
H.S.W. (Uwtg) Agenc
es Ltd.
Excess
London & Edinburgh G
eneral
General

LINE	COMMIS	TAX	C/DISC
36.69000%	25.000%	4.000%	
27.52000%	25.000%	4.000%	
6.88000%	25.000%		
4.59000%	25.000%	4.000%	
4.59000%	25.000%	4.000%	
19.73000%	25.000%		
80.27000%			
TOTAL	100.00000%		

INITIAL SIGNING		100% N.A.	COT REFERENCE
GROSS	NET		
830.32	589.53	1608.80	
622.81	442.19	1606.80	
155.70	116.78	1697.55	
103.88	73.75	1606.80	
103.88	73.75	1606.80	
446.51	334.88	1697.55	
1816.59	1296.00		
2263.10	1630.88		

Ref. No. HB25806B



2016-001140 Record on Appeal 1087

CONFIDENTIAL

LON000220

71-10754-4/5				1 PBB 19467L		TOTAL	2,506.75
REGISTRATION						LLOYDS	494.58
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH			ILU	
		73				COMPANIES	2012.17
ASSURED/ACCOUNT							
COLUMBIA NITROGEN							

It is hereby noted and agreed that effective November 12th, 1973,
this Policy is cancelled short rate, or earned whichever the greater.

Information: Producer lost complete account.

Earned Premium = \$7,506.75
less Deposit Premium = \$5,000.00

370.94

100% NA 1880-06

67653 * 19FEB1974

BB 28568D

39/658/2/73

LON000221

2016-001140 Record on Appeal 1088

CONFIDENTIAL

CONTROL NO: FEB19467L

INSURER
DOMINION
H.S.N. (UMIG) AGENICES LTD.
EXCESS
LONDON & EDINBURGH GENERAL
per TOWER UMIG, MANAGEMENT.
GENERALI

LLOYD'S
COLLECTIVE Companies

TOTAL TO CLOSE

FILE NO: 71/10754/5

ADDITIONAL PREMIUM

PROPORTION	COMMIT	TAX
36.69%	25.000%	4.000%
27.52%	25.000%	4.000%
6.88%	25.000%	
4.59%	25.000%	4.000%
4.59%	25.000%	4.000%
19.73%		
80.27%	25.000%	
100.00%		

O/R A/C

ENTRY NO: HB28568D

CURRENCY: US \$

GROSS	NET
919.3	652.99
689.16	489.80
172.6	129.35
115.6	81.69
115.6	81.69
494.5	370.94
2012.7	1435.52
2506.5	1806.46

100% N/A	REFERENCE
1779.79	84661
1779.79	UA100154/3X
1880.06	3202 71/156392
1779.79	81P0467B02X
1779.79	71/2839/G801/03
1890.06	

23 FEB 1974

APR 1974

6 FEB 1974

BN 2568 D

S/S.N.Y. 146

ATTACHING TO AND FORMING PART OF COVER NOTE NO.

L 71E 3-1

VAT	Issued to	Columbia Nitrogen Corp., et al
	Effective	November 12, 1973
	☒ Additional Premium	
	☐ Return Premium	
	☒ State Tax \$	2,506.75
	☐ Federal Tax \$	
COMMISSION	☐ Agency Fee \$	
	Period from	February 13, 1973
	☐ Primary Premium	
	☐ Payroll	
GROSS REVENUE	☒ Gross Revenue	

NA 1806.46
 RECEIVED 14 JAN 1974
 115.19.46.7L

London CNA 71-107
 Gross Prem 2506.
 Commission 86
 Federal Tax 7.17
 (on 19.733)

☐ Report
☒ Final Adjustment
 to November 12, 1973

Hereon London CNA 21-1
 Gross Prem 250
 Commission 2
 Federal Tax 7.17
 (on 6.8876)

☐ Rate
 Earned Premium
 Deposit Premium
☐ Return Premium
☒ Additional Premium

\$40,577,000.00
 \$.18 1/2 per \$1,000.
 \$ 7,506.75
 \$ 5,000.00
 \$ 2,506.75

London CNA 71-16
 Gross Prem 2506
 Commission 26
 Federal Tax 4
 (on 23.39)

IT IS FURTHER UNDERSTOOD AND AGREED THAT THIS COVER NOTE IS CANCELLED
 EFFECTIVE November 12, 1973.

ss 215 jmb 1/9/74

STEWART, SMITH & Co., Ltd.

1, SEETHING LANE, LONDON, E.C.3.

ENDORSEMENT ON POLICY No. 71/10754/3.....

COLUMBIA NITROGEN

HEREBY NOTED AND AGREED with effect from 13th February 1971
to add to the schedule of underlying insurances the
following policy:

Aircraft Liability \$1,000,000 Combined Single Limits

U. S. Aviation Insurance Group.

(Non Ownership).



to which we agree

R. 2.

LONDON 10th August 1972

STEWART, SMITH & Co., Ltd.

1. SEETHING LANE, LONDON, E.C.3.

ENDORSEMENT ON POLICY No.

COLUMBIA NITROGEN CORPORATION AND/ OR
COLUMBIA NIPRO CORPORATION
71/10754/5 L & C 71E 3-119

It is hereby undertaken and agreed with effect from
14th May 1971 the named insured is amended to read as follows:-

COLUMBIA NITROGEN CORPORATION
AND/OR NIPRO, INC.

All other terms and conditions remain un-altered.



to which we agree

LONDON 20th June, 1972

FILE COPY
Insurance Companies Collective
Policy

In Consideration of the Assured named in the Schedule hereto having paid premium set forth in the said Schedule to the Assurers named herein

The Assurers hereby severally agree each for the proportion set against its name to indemnify the Assured or the Assured's Executors, Administrators or Assigns against loss as set forth herein during the period of Insurance stated in the said Schedule or during any subsequent period as may be mutually agreed between the Assured and the Assurers payment to be made within Seven Days after such loss is proved.

Provided that:—

- (1) the liability of the Assurers shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Assurers.
- (2) the liability of each of the Assurers individually in respect of such loss shall be limited to the proportion set against its name or such other proportion as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Assurers.
- (3) if the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

In Witness whereof, I being a representative of the Leading Office which is duly authorised by the Assurers have hereunto subscribed my name on their behalf this 23rd day of July One Thousand Nine Hundred and SEVENTY ONE

THE DOMINION INSURANCE COMPANY LTD
for Agent Manager

SCHEDULE

Policy No. **71/10754/5** FEB 1946/7

Premium **US\$4,013.50** part of **US\$5,**

Name and address of the Assured **COLOMBIA NITROGEN CORPORATION AND/OR COLOMBIA NITRO CORPORATION**
P.O. Box 1483, Augusta, Georgia.

Period of Insurance From **13th February 1971** To **13th February 1974** both days at **12.01.**

The risks and sum insured hereunder **80.27% part of 100% of limits**

AS MORE PARTICULARLY DESCRIBED IN THE ATTACHED WORKING

WHICH IS HEREBY DECLARED TO BE INCORPORATED

IN AND TO EACH PART OF THIS POLICY

This Policy is subject to the following attached clauses: **Service of Suit Clause**
Exclusion Clause
Liability-Direct (Broad)
Indemnity Clause
Pollution and Contamination Clause No. 1

IS WARRANTED THAT this Policy is subject to the same terms, limitations and conditions of, **Policy No. 4**
critical subject matter and risk.

NUCLEAR INCIDENT EXPOSURE CLASS—LIABILITY—DIRECT (BROAD)

(Approved by Lloyd's Underwriters Association)

For attachments as to insurances of the following descriptions in the U.S.A., viz

Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Lessor and Lessee Liability, Contractor Liability, Director Liability, Officers or Contractors Liability, Manufacturer and Contractor Liability, Product Liability, Professional and Malpractice Liability, Storekeeper Liability, George Liability, Automobile and Being Insurance of the classifications to which the Nuclear Incident Exposure Class Liability—Direct (Limited) applies.

This policy—

THE SOURCE
: CONTINUED

THE COMINTION

SERVICE OF SUIT CLAUSE (U.S.A.)

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

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

It is further agreed that service of process in such suit may be made upon

MENDES

It is further agreed that service of process in such suit may be made upon

MENDES AND MOUNT
 WILLIAM STREET

27 WILLIAM STREET, NEW YORK, N.Y.

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of any such suit and/or upon the written undertaking to be given by them.

27 WILLIAM STREET, NEW YORK, N.Y.

MEADES AND MOUNT

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters herein hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom any and all notices, demands, proceedings in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary, underwriter arising out of this contract of insurance (or reinsurance), and hereby designates the above-named officer as the person to whom the said officer is authorized to mail such process or a true copy thereof.

22/5/52

22/5/82

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N-14

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3
(Approved by Lloyd's Underwriters' Non-Marine Association),

This Insurance does not cover any liability for:

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

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

22/1/70.
 N.M.A. 10957

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Insurance Companies
Collective Policy



SCHEDULE OF ASSURERS

28.57%

14.25%

COMPANY	PROPORTION %	REFERENCE
THE DOMINION INSURANCE COMPANY LIMITED	31.09	94/51 HRL 04661 HRL 8465 HRL 92208
(NATIONAL CASUALTY COMPANY 50%) (ACCIDENT & CASUALTY COMPANY OF VINTAGE 12/5)		
(NATIONAL CASUALTY COMPANY OF AMERICA LIMITED 25%) (BERUDA FIRE & MARINE INSURANCE COMPANY LIMITED 12/5)		
(ACCIDENT & CASUALTY INSURANCE) (COMPANY OF VINTAGE NO. 2) (ACCOUNT 28/57%) (AERONAUT INSURANCE COMPANY) (NORTHWEST 28/57%)	27.52	HA10019/51
(DELTA-LLOYD NON LIFE INSURANCE) (COMPANY LIMITED 10%) (SOUTHERN AMERICAN INSURANCE) (COMPANY 20%) (ACCIDENT & CASUALTY INSURANCE) (COMPANY OF VINTAGE NO. 3) (ACCOUNT 30%) (NATIONAL CASUALTY COMPANY OF AMERICA LIMITED 10%) (Per.E.S.W. (Underwriting) (Agencies Limited)		
EXCESS INSURANCE COMPANY LIMITED	6.88	3202
LONDON AND EDINBURGH GENERAL INSURANCE COMPANY TOWER ACCOUNT	4.59	81P46/8021
GENERALI T.S.	4.59	71/237/6801/03

CF61

UMBRELLA POLICY (LONDON 1971)

Named Assured: As stated in Item 1 of the Declarations
forming a part hereof

and/or subsidiary, associated, affiliated companies or owned
and controlled companies, as now or hereafter constituted
and of which prompt notice has been given to Underwriters
(hereinafter called the "Named Assured").

INSURING AGREEMENTS

I. COVERAGE

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

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

for damages on account of:-

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising liability,

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

II. LIMIT OF LIABILITY -

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

- (a) the limits of the underlying insurances as set out in
the attached schedule in respect of each occurrence
covered by said underlying insurances,
- or (b) \$25,000 ultimate net loss in respect of each occurrence
not covered by the said underlying insurances,
(hereinafter called the "underlying limits");

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

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy subject to all the terms, conditions and definitions hereof shall

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

The inclusion or addition hereunder of more than one Assured shall not operate to increase Underwriters' limits of liability beyond those set forth in the Declarations.

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS

1. ASSURED -

The unqualified word "Assured" wherever used in this Policy, includes:-

- (a) The Named Assured, and, if the Named Assured is designated in Item 1 of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (b) any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such, and any organisation or proprietor with respect to real estate management for the Named Assured;
- (c) any person, organisation, trustee or estate to whom the Named Assured is obliged by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only to the extent of such obligation and in respect of operations by or on behalf of the Named Assured or of facilities of the Named Assured or of facilities used by the Named Assured;
- (d) any additional assured (not being the Named Assured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Assured under the underlying insurances as set out in attached schedule;
- (e) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured, or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organisation legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this sub-division (e), with respect to any person or organisation other than the Named Assured shall not apply -
 1. to any person or organisation, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;

2. to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales or service or repair organisation or airport or hanger operator or their respective employees or agents with respect to any occurrence arising out of any of the aforementioned;
3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (e) shall not apply if it restricts the insurance granted under sub-division (d) above.
4. with respect to any non-owned automobile to any officer, director, stockholder, partner or employee of the Named Assured if such automobile is owned in full or in part by him or a member of his household;

2. PERSONAL INJURIES -

The term "Personal Injuries" wherever used herein means bodily injury (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation, also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.

3. PROPERTY DAMAGE -

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

4. ADVERTISING LIABILITY -

The term "Advertising Liability" wherever used herein shall mean

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

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

5. OCCURRENCE -

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

6. DAMAGES -

The term "Damages" includes damages for death and for care and loss of services resulting from personal injury and damages for loss of use of property resulting from property damage.

7. ULTIMATE NET LOSS -

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

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

8. AUTOMOBILE -

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

9. AIRCRAFT -

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

10. PRODUCTS LIABILITY -

The term "Products Liability" mean

- (a) Liability arising out of goods or products manufactured, sold, handled or distributed by the Assured or by others trading under his name (hereinafter called "the Assured's products") if the occurrence occurs after possession of such goods or products has been relinquished to others by the Assured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Assured; provided such goods or products shall be deemed to include any container thereof; other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for the use of others but not sold;
- (b) Liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Assured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph:
 - (i) pick-up or delivery, except from or onto a railroad car, (ii) the maintenance of vehicles owned or used by or in behalf of the Assured, (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

11. ANNUAL PERIOD -

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

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This Policy shall not apply:-

- (a) to any obligation for which the Assured and any company as its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law provided, however, that this exclusion does not apply to liability of others assumed by the Named Assured under contract or agreement;
- (b) to personal injury, property damage or advertising injury arising out of the conduct of any partnership or joint venture of which the Assured is a partner or member and which is not designated in this policy as a Named Assured;
- (c) to claims made against the Assured;
 - (i) on account of Personal Injuries or Property Damage resulting from the failure of the Assured's products or work completed by or for the Assured to perform the function or serve the purpose intended by the Assured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any Assured; but this exclusion (i) does not apply to Personal Injuries or Property Damage resulting from the active malfunctioning of such products or work;
 - (ii) on account of Property Damage to the Assured's products arising out of such products or any part of such products;
 - (iii) on account of Property Damage to work performed by or on behalf of the Assured arising out of work or any portion thereof, or out of materials, parts of equipment furnished in connection therewith;
 - (iv) for the withdrawal, inspection, repair, replacement, or loss of use of the Assured's products or work completed by or for the Assured or of any property of which such products or work form a part, if such products work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.
- (d) with respect to advertising activities, to claims made against the Assured for:
 - (i) failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;

- (d) (ii) infringement of registered trade marks service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or service sold, offered for sale or advertised, but this shall not relate to titles or slogans;
- (iii) incorrect description of any article or commodity;
- (iv) mistake in advertised price;
- (e) except in respect of occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Assured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- (f) to any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, or colour or national origin.

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

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

THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS -

A. PREMIUM

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

B. ADDITIONAL ASSURED -

In the event of additional assureds being added to the coverage under the Underlying Insurances during currency hereof prompt notice shall be given to Underwriters hereon who shall be entitled to charge an appropriate additional premium hereon.

C. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

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

D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE -

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

E. INSPECTION AND AUDIT -

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

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

F. CROSS LIABILITY -

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

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

Nothing contained herein shall operate to increase Underwriters' limit of liability as set forth in Insuring Agreement 11.

G. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this policy, notice shall be sent as stated in Item 4 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not preclude such claims.

H. ASSISTANCE AND CO-OPERATION -

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

I. APPEALS -

In the event of the Assured or the Assured's underlying insurers electing to appeal a judgment in excess of the underlying limits, Underwriters may elect to make such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of Underwriters for ultimate net loss exceed the amount set forth in Insuring Agreement for any one occurrence and in addition the cost and expense of such appeal.

J. LOSS PAYABLE -

Liability under this policy with respect to any occurrence shall not attach unless and until the Assured, or the Assured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrence. The Assured shall make a definite claim for any loss for which the Underwriters may be liable under the policy within twelve (12) months after the Assured shall have paid an amount of ultimate net loss in excess of the amount borne by the Assured or after the Assured's liability shall have been fixed and rendered certain either by final judgment against the Assured after actual trial or by written agreement of the Assured, the claimant, and Underwriters. If any subsequent payments shall be made by the Assured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

K. BANKRUPTCY AND INSOLVENCY -

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

L. OTHER INSURANCE -

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

M. SUBROGATION -

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

N. CHANGES -

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

O. ASSIGNMENT -

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

P. CANCELLATION -

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

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

Q. CURRENCY -

The premiums and losses under this policy are payable in the currency stated in Item 5 of the Declarations. Payment of Premium shall be made as stated in Item 6 of the Declarations.

R. CONFLICTING STATUTES -

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

S. MAINTENANCE OF AND RESTRICTIONS IN UNDERLYING INSURANCES -

It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained herein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Named Assured to comply with the foregoing shall not invalidate this policy but in the event of such failures, the Underwriters shall only be liable to the same extent as they would have been had the Named Assured complied with the said condition.

ATTACHING TO AND FORMING PART OF POLICY NO: 71/10754/5 FEB 19467L

DECLARATIONS

- ITEM 1. (a) Named Assured:- COLUMBIA NITROGEN CORPORATION AND/OR
COLUMBIA NIPRO CORPORATION,
(b) Address of Named Assured:- P.O. Box 1483, Augusta, Georgia
- ITEM 2. Limit of Liability - as Insuring Agreement 11
(a) Limit in all in respect of each occurrence \$ 1,000,000
(b) Limit in the aggregate for each annual
period where applicable \$ 1,000,000
- ITEM 3. Policy period:- 13th February, 1971 to 13th February, 1974
- ITEM 4. Notice of Occurrence (Condition C) to:- Stewart, Smith New York,
116, John Street,
New York, New York.
- ITEM 5. Currency (Condition Q):- U.S. Dollars
- ITEM 6. Payment of Premium (Condition Q) to:- Stewart, Smith New York,
116, John Street,
New York, New York.
- ITEM 7. Service of Process (Condition S) upon:- Mendes & Mount,
27, William Street,
New York, N.Y.

ATTACHING TO AND FORMING PART OF POLICY NO:71/10754/5 FEB 19467L

COLUMBIA NITROGEN CORPORATION AND/OR COLUMBIA NITRO CORPORA

SCHEDULE OF PRIMARY POLICIES

<u>COVERAGE</u>	<u>LIMIT</u>	<u>CARRIER</u>
General Liability	Bodily Injury \$1,000,000 each occurrence Property Damage \$1,000,000 each occurrence	Aetna Insurance
Products Liability	Bodily Injury Included in above Property Damage.	" "
Automobile Liability	Bodily Injury \$500,000 any one person/ \$1,500,000 each occurrence Property Damage \$500,000	" "
Aircraft Non Owned	\$10,000,000	A.A.U.
Employers Liability	\$100,000	

CONFIDENTIAL

2016-001140 Record on Appeal 1111

LON000244

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

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

All other terms and conditions remain unchanged.

ANNUAL PREMIUM AND ANNUAL ADJUSTMENT ENDORSEMENT

Notwithstanding anything stated herein to the contrary, it is hereby agreed that the premium for this Policy is an Annual Minimum and Deposit premium subject to adjustment with the Earned Premium to be calculated at ~~.185%~~ **.000 of the Assured's Gross Revenue** excluding Employees Liability the Assured shall declare to Underwriters as soon as possible after each anniversary date total amount of the Assured's Underlying Premium during the preceding Annual Period and should the Earned Premium for the said Annual Period exceed the sum shown in the attached wording, then the balance shall be payable by Assured to the Underwriters on expiry of this Policy a final adjustment be made and any difference between total premium paid by the Assured and Total Earned Premium hereon shall be adjusted subject to Underwriters retaining the Minimum Premium hereon.

It is also agreed that, notwithstanding anything contained herein to the contrary, if this Policy shall be cancelled by the Assured, the Underwriter shall be entitled to the Earned Premium for the period that this Policy has been in force or the short rate proportion of the Minimum Premium, whichever is the greater. If this insurance shall be cancelled by the Underwriter, the Assured shall be entitled to the Earned Premium for the period that this insurance has been in force or pro rata of the Minimum Premium, whichever is the greater.

ATTACHING TO AND FORMING PART OF POLICY NO: 71/10754/5 FEB 19467L

COLUMBIA NITROGEN

It is understood and agreed that, except insofar as coverage is available to the Assured in the underlying insurance as set out in the attached Schedule, this Policy shall not apply to:-

- 1) Liability for loss or damage to Property of others in the Care, Custody and Control of the Assured.
- 2) Foreign Operations.

All other terms and conditions remain unchanged.

FILE COPY



LLOYD'S POLICY

(Subscribed only by Underwriting Members of Lloyd's of London who are qualified in accordance with the requirements of the Insurance Companies Act, 1958, as to security and otherwise.)

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

Whereas the Assured named in the Schedule hereto has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have hereunto subscribed their Names (hereinafter called "the Underwriters"),

Now We the Underwriters hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

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

Now know We that We the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this Policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.

LLOYD'S POLICY SIGNING OFFICE,

W. Wellington
GENERAL MANAGER.



Form J (A) (8.8.59)
N.M.A. 1157

B14

CONFIDENTIAL

2016-001140 Record on Appeal 1115

LON000248

SCHEDULE

The Policy No. **71/10695** (A) 6

The name and address of the Assured **LLOYD'S**

The Premium **US\$4986.50 part of US\$5,000.00**

The Period of Insurance
from **13th February, 1971** to **13th February, 1974**
both days inclusive, and for such further period or periods as may be mutually agreed upon
12.01 L.S. Local Standard Time

The risk and sum insured hereunder
19.75% part of 100% of limits INSURANCE LIABILITY
AS MORE PARTICULARLY DESCRIBED IN THE ATTACHED WORDING
WHICH IS HEREBY DECLARED TO BE INCORPORATED
IN AND TO FORM PART OF THIS POLICY

This insurance being for 19.75% covers its pro rata proportion of the liability more fully set forth hereinafter and the percentages signed hereon are of percentages of 100% and not of 19.75%.

Dated in London, the **Nineteenth day of May**, One Thousand Nine Hundred and Seventy One

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Insured hereunder shared between the Members of those Syndicates.				
AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	L.P.S.G. NO. & DATE	PAGE	UNDERWRITER'S REF.
PER CENT	635	62851 2/06/71	1	
9.17	404	421		
3.57	210	201		
1.38	109	08		
4.99	90	1521310TPU		
.92	56	X500123FX		
THE LIST OF UNDERWRITING MEMBERS OF LLOYD'S IS NUMBERED 1971/6				
	5	19.75		

CONFIDENTIAL

2016-001140 Record on Appeal 1116

LON000249

U.S.A.

NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)
(Approved by Lloyd's Underwriters Non-Marine Association)

For attachment to insurance of the following descriptions in the U.S.A., the Territories and Possessions, Puerto Rico and the Canal Zone:—
Owners, Landlords and Tenants Liability, Contractual Liability, Employer Liability, Owners or Contractors (including subcontractors) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Liability (including Homeowners Motor Vehicle or Garage Liability), Automobile Liability—Direct (Limited) applies.

This policy

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction does not apply:—

- (a) with respect to which an insured under the policy is also insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Energy Liability Underwriters of Canada, or would be an insured under any such policy but for the termination upon expiration of its limit of liability; or
- (b) in which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1946 or any law amendatory thereof, or (2) the insured is or had this policy not been issued would be, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Coverage relating to immediate medical or surgical aid, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed (hazardous) loaded, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (b) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (a) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" includes radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material, "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1946 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel components, 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 exceeds or contains more than 10 grams of plutonium or uranium 233 or any combination thereof, or more than 100 grams of uranium 235, any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;
 - (d) and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

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

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* Notes—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/69
R.M.A. 1258

SERVICE OF SUIT CLAUSES (U.S.A.)

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

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

It is further agreed that service of process in such suit may be by

PERSONS AND MANNER

BY WILLIAM STREET, NEW YORK, N.Y.

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-cited are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or reinsured) to give a written undertaking to the Court (or reinsured) that they will make a personal appearance upon Underwriters' behalf in the event such a suit shall be instituted.

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

27/1/83
N.M.A. 171

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N.M.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT

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

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurance covering worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly assumed by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nucleus fuel or from any nuclear waste from the combustion of nuclear fuel.

12/12/84
N.M.A. 1477

UMBRELLA POLICY (LONDON 1971)

Named Assured: As stated in Item 1 of the Declarations
forming a part hereof

and/or subsidiary, associated, affiliated companies or owned
and controlled companies, as now or hereafter constituted
and of which prompt notice has been given to Underwriters
(hereinafter called the "Named Assured").

INSURING AGREEMENTS

1. COVERAGE

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

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

for damages on account of:-

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising liability,

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

II. LIMIT OF LIABILITY -

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

- (a) the limits of the underlying insurances as set out in
the attached schedule in respect of each occurrence
covered by said underlying insurances,
- or (b) \$25,000 ultimate net loss in respect of each occurrence
not covered by the said underlying insurances,
(hereinafter called the "underlying limits");

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

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy subject to all the terms, conditions and definitions hereof shall

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

The inclusion or addition hereunder of more than one Assured shall not operate to increase Underwriters' limits of liability beyond those set forth in the Declarations.

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS

1. ASSURED -

The unqualified word "Assured" wherever used in this Policy, includes:-

- (a) The Named Assured, and, if the Named Assured is designated in Item 1 of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (b) any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such, and any organisation or proprietor with respect to real estate management for the Named Assured;
- (c) any person, organisation, trustee or estate to whom the Named Assured is obliged by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only to the extent of such obligation and in respect of operations by or on behalf of the Named Assured or of facilities of the Named Assured or of facilities used by the Named Assured;
- (d) any additional assured (not being the Named Assured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Assured under the underlying insurances as set out in attached schedule;
- (e) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured, or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organisation legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this sub-division (e), with respect to any person or organisation other than the Named Assured shall not apply -
 1. to any person or organisation, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;

2. to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of any of the aforementioned;
3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (e) shall not apply if it restricts the insurance granted under sub-division (d) above.
4. with respect to any non-owned automobile to any officer, director, stockholder, partner or employee of the Named Assured if such automobile is owned in full or in part by him or a member of his household;

2. PERSONAL INJURIES -

The term "Personal Injuries" wherever used herein means bodily injury (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation, also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.

3. PROPERTY DAMAGE -

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

4. ADVERTISING LIABILITY -

The term "Advertising Liability" wherever used herein shall mean

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

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

5. OCCURRENCE -

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

6. DAMAGES -

The term "Damages" includes damages for death and for care and loss of services resulting from personal injury and damages for loss of use of property resulting from property damage.

7. ULTIMATE NET LOSS -

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

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

8. AUTOMOBILE -

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

9. AIRCRAFT -

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

10. PRODUCTS LIABILITY -

The term "Products Liability" mean

- (a) Liability arising out of goods or products manufactured, sold, handled or distributed by the Assured or by others trading under his name (hereinafter called "the Assured's products") if the occurrence occurs after possession of such goods or products has been relinquished to others by the Assured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Assured; provided such goods or products shall be deemed to include any container thereof; other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for the use of others but not sold;
- (b) Liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Assured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph:
 - (i) pick-up or delivery, except from or onto a railroad car, (ii) the maintenance of vehicles owned or used by or in behalf of the Assured, (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

11. ANNUAL PERIOD -

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

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This Policy shall not apply:-

- (a) to any obligation for which the Assured and any company as its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law provided, however, that this exclusion does not apply to liability of others assumed by the Named Assured under contract or agreement;
- (b) to personal injury, property damage or advertising injury arising out of the conduct of any partnership or joint venture of which the Assured is a partner or member and which is not designated in this policy as a Named Assured;
- (c) to claims made against the Assured;
 - (i) on account of Personal Injuries or Property Damage resulting from the failure of the Assured's products or work completed by or for the Assured to perform the function or serve the purpose intended by the Assured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any Assured; but this exclusion (i) does not apply to Personal Injuries or Property Damage resulting from the active malfunctioning of such products or work;
 - (ii) on account of Property Damage to the Assured's products arising out of such products or any part of such products;
 - (iii) on account of Property Damage to work performed by or on behalf of the Assured arising out of work or any portion thereof, or out of materials, parts of equipment furnished in connection therewith;
 - (iv) for the withdrawal, inspection, repair, replacement, or loss of use of the Assured's products or work completed by or for the Assured or of any property of which such products or work form a part, if such products work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.
- (d) with respect to advertising activities, to claims made against the Assured for:
 - (i) failure of performance of contract, but this shall not relate to claims for unauthorised appropriation of ideas based upon alleged breach of an implied contract;

- (d) (ii) infringement of registered trade marks service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or service sold, offered for sale or advertised, but this shall not relate to titles or slogans;
- (iii) incorrect description of any article or commodity;
- (iv) mistake in advertised price;
- (e) except in respect of occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Assured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- (f) to any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, or colour or national origin.

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

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

THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS -

A. PREMIUM

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

B. ADDITIONAL ASSURED -

In the event of additional assureds being added to the coverage under the Underlying Insurances during currency hereof prompt notice shall be given to Underwriters hereon who shall be entitled to charge an appropriate additional premium hereon.

C. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

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

D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE -

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

E. INSPECTION AND AUDIT -

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

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

F. CROSS LIABILITY -

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

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

Nothing contained herein shall operate to increase Underwriters' limit of liability as set forth in Insuring Agreement 11.

G. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this policy, notice shall be sent as stated in Item 4 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not pre-judge such claims.

H. ASSISTANCE AND CO-OPERATION -

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

I. APPEALS -

In the event of the Assured or the Assured's underlying insurers electing to appeal a judgment in excess of the underlying limits, Underwriter may elect to make such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of Underwriters for ultimate net loss exceed the amount set forth in Insuring Agreement for any one occurrence and in addition the cost and expense of such appeal.

J. LOSS PAYABLE -

Liability under this policy with respect to any occurrence shall not attach unless and until the Assured, or the Assured's underlying insurer shall have paid the amount of the underlying limits on account of such occurrence. The Assured shall make a definite claim for any loss for which the Underwriters may be liable under the policy within twelve (12) months after the Assured shall have paid an amount of ultimate net loss in excess of the amount borne by the Assured or after the Assured's liability shall have been fixed and rendered certain either by final judgment against the Assured after actual trial or by written agreement of the Assured, the claimant, and Underwriters. If any subsequent payments shall be made by the Assured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

K. BANKRUPTCY AND INSOLVENCY -

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

L. OTHER INSURANCE -

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

M. SUBROGATION -

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

N. CHANGES -

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

O. ASSIGNMENT -

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

P. CANCELLATION -

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

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

Q. CURRENCY -

The premiums and losses under this policy are payable in the currency stated in Item 5 of the Declarations. Payment of Premium shall be made as stated in Item 6 of the Declarations.

R. CONFLICTING STATUTES -

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

S. MAINTENANCE OF AND RESTRICTIONS IN UNDERLYING INSURANCES -

It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained herein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Named Assured to comply with the foregoing shall not invalidate this policy but in the event of such failures, the Underwriters shall only be liable to the same extent as they would have been had the Named Assured complied with the said condition.

29/7/71

ATTACHING TO AND FORMING PART OF POLICY NO: 71/10754/5 FEB 19467L

DECLARATIONS

- ITEM 1. (a) Named Assured:- COLUMBIA NITROGEN CORPORATION AND/OR
COLUMBIA NIPRO CORPORATION.
(b) Address of Named Assured:- P.O. Box 1483, Augusta, Georgia
- ITEM 2. Limit of Liability - as Insuring Agreement 11
(a) Limit in all in respect of each occurrence \$ 1,000,000
(b) Limit in the aggregate for each annual
period where applicable \$ 1,000,000
- ITEM 3. Policy period:- 13th February, 1971 to 13th February, 1974
- ITEM 4. Notice of Occurrence (Condition C) to:- Stewart, Smith (New York
116, John Street,
New York, New York.
- ITEM 5. Currency (Condition Q):- U.S. Dollars.
- ITEM 6. Payment of Premium (Condition Q) to:- Stewart, Smith New York,
116, John Street,
New York, New York.
- ITEM 7. Service of Process (Condition S) upon:- Mendes & Mount,
27, William Street,
New York, N.Y.

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71
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CONFIDENTIAL

2016-001140 Record on Appeal 1130

LON000263

ANNUAL PREMIUM AND ANNUAL ADJUSTMENT ENDORSEMENT

Notwithstanding anything stated herein to the contrary, it is hereby agreed that the premium for this Policy is an Annual Minimum and Deposit premium subject to adjustment with the Earned Premium to be calculated at ~~100%~~ ~~100% of the Assured's Gross Earnings~~ excluding Employees Liability the Assured shall declare to Underwriters as soon as possible after each anniversary date total amount of the Assured's Underlying Premium during the preceding Annual Period and should the Earned Premium for the said Annual Period exceed sum shown in the attached wording, then the balance shall be payable by Assured to the Underwriters on expiry of this Policy a final adjustment be made and any difference between total premium paid by the Assured and Total Earned Premium hereon shall be adjusted subject to Underwriters retaining the Minimum Premium hereon.

It is also agreed that, notwithstanding anything contained herein to the contrary, if this Policy shall be cancelled by the Assured, the Underwriter shall be entitled to the Earned Premium for the period that this Policy has been in force or the short rate proportion of the Minimum Premium, whichever is the greater. If this insurance shall be cancelled by the Underwriter shall be entitled to the Earned Premium for the period that this insurance has been in force or pro rata of the Minimum Premium, whichever is the

29
11/17

ATTACHING TO AND FORMING PART OF POLICY NO:-71/10754/5 FEE 194671

COLUMBIA NITROGEN

It is understood and agreed that, except insofar as coverage is available to the Assured in the underlying insurance as set out in the attached Schedule this Policy shall not apply to:-

- 1) Liability for loss or damage to Property of others in the Cars, Custody and Control of the Assured.
- 2) Foreign Operations.

All Other terms and conditions remain unchanged.

27
8/11

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

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

All other terms and conditions remain unchanged.

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71

ATTACHING TO AND FORMING PART OF POLICY NO: 71/10754/5 FEB 19467L

COLUMBIA NITROGEN CORPORATION AND/OR COLUMBIA NIPRO CORPORATION

SCHEDULE OF PRIMARY POLICIES.

<u>COVERAGE</u>	<u>LIMIT</u>	<u>CARRIER</u>
General Liability	Bodily Injury \$1,000,000 each occurrence Property Damage \$1,000,000 each occurrence	Aetna Insurance
Products Liability	Bodily Injury Included in above Property Damage	" "
Automobile Liability	Bodily Injury \$500,000 any one person/ \$1,500,000 each occurrence Property Damage \$500,000	" "
Aircraft Not Owned	\$10,000,000	A.A.U.
Employers Liability	\$100,000	

29/1/71

CONFIDENTIAL

2016-001140 Record on Appeal 1134

LON000267

ATTACHING TO AND FORMING PART OF POLICY NO: 71/10754/5/FEB 1946/L

In the name of: Columbia Nitrogen.

This Insurance does not cover any liability for:

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

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

ATTACHING TO AND FORMING PART OF COVER NOTE NO. 5 MAR 1973

Issued to: Columbia Nitrogen Corp., et al
Effective: February 13, 1973

- ☐ Additional Premium
☐ Return Premium
of \$ 2,263.10
☐ State Tax \$
☐ Federal Tax \$
☐ Filing Fee \$

RECEIVED

S/SN-X

L 71E 3-111

BB 25806 B

NA 1630.88

774319467L

London CN# 71-10
Gross Prem 2,263
Commission 22
Federal Tax 21
(on 19,732)

Hereon, London CN# 71-10
Gross Prem 2,263
Commission 22
Federal Tax 21
(on 6,887)

Period from February 13, 1972 to February 13, 1973

- ☐ Primary Premium \$
☐ Payroll \$
☒ Gross Revenue \$ 39,260,000.00

- ☐ Rate \$.18 1/2 per \$1,000.
Earned Premium \$ 7,263.10
Deposit Premium \$ 5,000.00
☐ Return Premium \$
☒ Additional Premium \$ 2,263.10

March 1, 1973 jmb

SS 218

P.
L.C.T.S.
O.

Co
London CN# 71-10
Gross Prem 2,263
Commission 22
Federal Tax 4
(on 23,392)

CONFIDENTIAL

2016-001140 Record on Appeal 1136

LON000269



ENDORSEMENT

111 New York

POLICY NO. 71-10754-5
 19467L

ADDITIONAL PREMIUM \$5,000.

RETURN PREMIUM \$

NA 3603

13,255.00

Attached to and forming part of Cover Note No. L 71E 3-119

in the name of COLUMBIA NITROGEN CORPORATION AND/OR COLUMBIA NIPRO CORPORATION

Effective date of this endorsement is February 13, 1973

Endorsement No. 6

Third Installment Due - February 13, 1973 - \$5,000.

London C# *71-10754-5*
 Gross Prem. *5,000*
 Commission *20*%
 Federal Tax *1*%
 (on *22.22*...)
Coy

London C# *71-10754-5*
 Gross Prem. *5,000*
 Commission *20*%
 Federal Tax *NIL*
 (on *6.88*...)
Exan

London C# *71-10754-5*
 Gross Prem. *5,000*
 Commission *20*%
 Federal Tax *NIL*
 (on *12.22*...)
Lloyds

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STEWART, SMITH MANAGEMENT CORPORAT

DATED: 1/26/73 jmc

By _____

ss 102

CONFIDENTIAL

2016-001140 Record on Appeal 1137

LON000270

BB 22724B NA 549.93

ATTACHING TO AND FORMING PART OF COVER NOTE NO. L 71E 3-119

Issued to: Columbia Nitrogen Corp., et al

Effective: February 13, 1972

☒ Additional Premium

☐ Return Premium

of \$ 763.12

☐ State Tax \$

☐ Federal Tax \$

☐ Filing Fee \$

BB 19467L

28 FEB 1972

London CN# 71-10

Gross Prem. 763

Commission 20

Federal Tax 11.71

(on 763.12)

☒ Report

☐ Final Adjustment

Period from February 13, 1971 to February 13, 1972

☐ Primary Premium

☐ Payroll

☒ Gross Revenue

☐

Rate \$.18 1/2 per \$1,000.

Earned Premium \$ 5,763.12

Deposit Premium \$ 5,000.00

☐ Return Premium

☒ Additional Premium

\$ 763.12

London CN# 71-102

Gross Prem. 763

Commission 20

Federal Tax 11.71

(on 763.12)

London CN# 71-102

Gross Prem. 763

Commission 20

Federal Tax 11.71

(on 763.12)

February 23, 1972 jme

SS 216

ENDORSEMENT

5/5 11.5
ADDITIONAL PREMIUM \$ 5,000.00
RETURN PREMIUM \$

BB19467L

Attached to and forming part of Cover Note No. L 71E 3-119

in the name of COLUMBIA NITROGEN CORP., ET AL

Effective date of this endorsement is February 13, 1972

BB 22245

NA 3601

Endorsement No. 5

Second Installment Due - February 13, 1972 - \$5,000.00

Ways
London CN# 71-10754-5
Gross Prem. 5,000
Commission 20%
Federal Tax 4.111%
(on 5,000...)

Ekers
London CN# 71-10254-5
Gross Prem. 5,000
Commission 20%
Federal Tax 4.88%
(on 5,000...)

Co
London CN# 71-102
Gross Prem. 5,000
Commission 20
Federal Tax 4.111%
(on 5,000...)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: January 11, 1972 jme

STEWART, SMITH MANAGEMENT CORPORAT

By _____

SSMC 102

CONFIDENTIAL

2016-001140 Record on Appeal 1139

LON000272

ENDORSEMENT

Cover Note # 71-10754-5

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

Attached to and forming part of Cover Note No L 71E 3-119

in the name of COLUMBIA NITROGEN CORP ET AL

Effective date of this endorsement is February 13, 1971 Endorsement No. 4

It is understood and agreed that the schedule of Primary Policies is amended as follows:

Aircraft and Non-Ownership	<u>Limit</u> \$10,000,000 Combined bodily Injury/Property Damage	<u>Carr:</u> AAI

Effective April 23, 1971 Schedule of Primary Policies is amended as follows:

Aircraft Non-Ownership	\$1,000,000 Single Limit bodily Injury/Property Damage	U. S. Aviat Group

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: June 2, 1971 jme

STEWART, SMITH MANAGEMENT CORPORATION

By _____

SSMC 102

CONFIDENTIAL

2016-001140 Record on Appeal 1140

LON000273

Cover Note # 71-10754-5

ENDORSEMENT

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

Attached to and forming part of Cover Note No. L 71E 3-119

in the name of COLUMBIA NITROGEN CORPORATION and/or COLUMBIA NIPRO CORPORATION

Effective date of this endorsement is May 14, 1971 Endorsement No. 3

It is understood and agreed that the named insured is amended as follows:

COLUMBIA NITROGEN CORPORATION and/or NIPRO, INC.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: May 17, 1971 jme

STEWART, SMITH MANAGEMENT CORPORATION

By _____

SSMC 102

CONFIDENTIAL

2016-001140 Record on Appeal 1141

LON000274

THIS INSURANCE DOES NOT COVER ANY LIABILITY FOR:

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

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

ATTACHING TO AND FORMING PART OF COVER NOTE NO. L 71E 3-119

Assured: COLUMBIA NITROGEN CORPORATION

Effective Date: February 13, 1971

ENDORSEMENT NO. 2

It is hereby understood and agreed that, except insofar as coverage is available to the Assured in the underlying insurances set out in the attached Schedule, this Policy shall not apply:-

- (I) to injury to or destruction of any property arising out of blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- (II) to injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due.
 - (a) to grading of land, excavation, burrowing, filling, backfilling, tunneling, pile driving, coffer dam work or caisson work, or
 - (b) to moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- (III)
 - (a) to injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for purpose of grading of land, paving, excavating or drilling, or
 - (b) to injury to or destruction of property at any time resulting therefrom.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

STEWART, SMITH MANAGEMENT CORPORATION

By: _____

DATED: March 22, 1971

SS 214

ATTACHING TO AND FORMING PART OF COVER NOTE NO. L 71E 3-119

In The Name Of COLUMBIA NITROGEN CORPORATION

Effective Date of This Endorsement Is February 13, 1971

ENDORSEMENT NO. 1

It is understood and agreed that this Cover ^{Policy}Note is subject to the following exclusion, except insofar as coverage is available to the Assured in the underlying Insurances as set out in the attached Schedule:

- (i) to liability for loss or damage to ~~personal~~ Property of others in the Care, Custody and Control of the Assured.
- (ii) Foreign Operations

STEWART, SMITH MANAGEMENT CORPORATIO

By _____

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Dated: March 22, 1971

STEWART, SMITH MANAGEMENT CORPORATION — COPY

No. L 715 3-119

PREVIOUS NO. L 683 1-162

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

Assured:	COLUMBIA HENSON CORPORATION AND/OR COLUMBIA HENSON CORPORATION P. O. Box 1483 Augusta, Georgia	POLICY CONTROL P B B 1 9 4 6
Term:	February 13th, 1971 to February 13th, 1973 both days at 12:01 A.M., at the address of the Named Assured	NA 3603
Coverage:	General Liability to indemnify the Assured in respects of their operation as per form attached	
Limits:	As per form attached	
Rate:	Annual Adjustment at \$1.18 1/2 per \$1,000. on Gross Revenue	
Premium:	\$5,000.00 - Minimum & Deposit - 1st Installment Due February 13, 1972 - \$5,000.00 Due February 13, 1973 - \$5,000.00	
Rebate:	19.73%	
Security:	Lloyds Underwriters	

London Office 71/1475
Gross Prem. 5000.00
Commission 20
Federal Tax 19.73
(on 5000.00)

The insurance described herein is subject to all of the terms and conditions of the Certificate of Insurance and/or Policy to be issued. This cover note shall be automatically terminated and voided by delivery of the Certificate of Insurance or Policy to the Assured or its representative.

This insurance may be cancelled as provided in the wording, and if there is no wording attached as to cancellation, on 30 days notice by either the Assured or the Insurer(s) through Stewart, Smith Management Corporation as intermediary. Notice of cancellation shall be deemed given by the Insurer(s) when given by Stewart, Smith Management Corporation to the Assured or its representative and shall be deemed given to the Insurer(s) when given to Stewart, Smith Management Corporation by the Assured or its representative. In the event of cancellation of this insurance, the Insurer(s) shall be entitled to the premium earned on a short rate basis if cancelled by the Assured and on a pro rata basis if cancelled by the Insurer(s).

STEWART, SMITH MANAGEMENT CORPORATION
115 John Street
New York, New York

DATED AT: **New York, New York**

March 22nd, 71

PER _____

Nuclear Incident Exclusion Clause
Liability - Direct (Broad) Attached

CONFIDENTIAL

2016-001140 Record on Appeal 1145

LON000278

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3
(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

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

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

NMA 1685

ENDORSEMENT

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

Attached to and forming part of Cover Note No. C 718 3-119

in the name of COLUMBIA NITROGEN CORPORATION, et al

Effective date of this endorsement is February 13, 1971

Endorsement No. 1

Security hereunder is as follows:

36.69%	DOMINION INS. CO. LTD.
	(50% National Casualty Co.
(28.57%	(12 1/2% Accident & Casualty Co.
	(25% National Casualty Co. of America
	(12 1/2% Bermuda Fire & Marine
27.58%	(28.57% Accident & Casualty CO. (No. 2 A/c).
	(28.57% Argonaut Northwest Ins. co.
	(40% Delta Lloyd Non Life
(14.29%	(20% Southern American Ins. Co.
	(30% Accident & Casualty (No. 3 A/c).
	(10% National Casualty Co. of America
Excluding 6.82%	STEWART, SMITH MANAGEMENT CORPORATI
	ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: March 22, 1971

By _____

SSMC 102

CONFIDENTIAL

2016-001140 Record on Appeal 1147

LON000280

Cover Note

EFFECTED WITH

Insurance Companies

POLICY CONTROL No.									
P	B	B	1	9	4	6	7	L	

No. C 71E 3-119

PREVIOUS NO. C 68E 1-162

We confirm that acting upon your instructions we have effected insurance for your account with INSURANCE COMPANIES.

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

Term: February 13th, 1971 to February 13th, 1974 both days at
12:01 A.M., at the address of the Named Assured

Coverage: Umbrella Liability to indemnify the Assured in respects
of their operation as per form

Limits: As per form

Rate: Annual adjustment at \$.18 1/2 per \$1,000. on Gross Revenue

Premium: \$5,000.00 - Minimum & Deposit - 1st Installment
Due February 13, 1972 - \$5,000.00
Due February 13, 1973 - \$5,000.00

Hereon: 80.2%

Security: As per Endorsement No. 1 attached

London CN# 71/10754/5
Gross Prem. 5000.00
Commission 20%
Federal Tax 20%
(on 5000.00)

Subject to the same terms, limitations and conditions as now contained on or are hereinafter endorsed on Lloyd's Cover Note No. L. 71E 3-119

The insurance described herein is subject to all of the terms and conditions of the Certificate of Insurance and/or Policy to be issued. This cover note shall be automatically terminated and voided by delivery of the Certificate of Insurance or Policy to the Assured or its representative.

This insurance may be cancelled as provided in the wording, and if there is no wording attached as to cancellation, on 30 days notice by either the Assured or the Insurer(s) through Stewart, Smith Management Corporation as intermediary. Notice of cancellation shall be deemed given by the Insurer(s) when given by Stewart, Smith Management Corporation to the Assured or its representative and shall be deemed given to the Insurer(s) when given to Stewart, Smith Management Corporation by the Assured or its representative. In the event of cancellation of this insurance, the Insurer(s) shall be entitled to the premium earned on a short rate basis if cancelled by the Assured and on a pro rata basis if cancelled by the Insurer(s).

STEWART, SMITH MANAGEMENT CORPORATION
116 John Street
New York, New York

DATED AT: New York, New York

March 22nd, 1971

PER

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 1% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax. It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 1% from the amount of the return and the Assured (or Reassured) or his agent should take steps to recover the Tax from the U. S. Government.

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2016-001140 Record on Appeal 1148

LON000281

RECEIVED FILE CONTROL

CONFIDENTIAL

ALL ORIGINAL SLIPS IN FILE	✓
ALL A.P.R./P.A. COMPLETE	✓
ALL DOCUMENTS RETURNED FROM CLAIMS UNIT	✓
ALL PREMIUM ADJUSTMENTS COMPLETED	✓
R/I FILES IN ORDER	✓
SUSPENSE LIST CLEAR	✓

CONFIDENTIAL

2016-001140 Record on Appeal 1149

LON000282

Stewart, Smith Management Corp.,

NEW YORK

RGF/SRM. American Department.

1st March, 1971.

COVER NOTE NO. 71-10754-5.

In accordance with your instructions we have effected the following insurance for your account with and subject to the usual printed clauses and conditions on the policies of the insurers stated hereon:-

UMBRELLA LIABILITY

FORM:

London 1971 Umbrella Wording.
Plus NMA.1256 and NMA.1685 (amended).

ASSURED:

COLUMBIA NITROGEN.

PERIOD:

36 months at 13th February, 1971.

INTEREST:

Legal Liability in respect of Assured's operations.

SUM INSURED:

Policy for limits of:
\$1,000,000 any one occurrence.

Excess of:

Primary Limits as per schedule.

Orl. \$25,000 for uninsured perils.

SITUATION:

Worldwide.

CONDITIONS:

30 days Cancellation Clause.
Occupational Disease and Products in the aggregate.
Part II Exclusions 1. Care, Custody and Control.
2. Explosion and Collapse
Underground.
3. Foreign Operations.

PREMIUM:

Minimum and Deposit \$5,000 adjustable annually
at 18% on Gross Revenue.

LESS:

20% & 4% Tax on Companies only,
excluding Excess Ins. Co. Ltd.

INFORMATION:

1st Renewal.

See proposal dated 5th February, 1971.

No crop spraying and/or dusting and/or application of chemicals.

Continued/.....

CERT. NO.	
AGENT COMM.	20/-
AGENT TAX.	4/- C.O.S. exclvd. 2 excess
LONDON BROKERAGE	5/-
TOTAL DISCOUNT	25/- 1/100 as above
LINE SLIP	71/724
PER CENT.	80.27%

E.S.O.E.
C.S.T. (N.M.)

STEWART, SMITH (NON-MARINE) LIMITED

71-10754-5.

Schedule of Primary Policies

General Liability	Bodily Injury: \$1,000,000. Property Damage: \$1,000,000.	Aetna Ins.	\$11,573
Products Liability	Bodily Injury & Property Damage: Included in above.	" "	Included.
Automobile Liability	Bodily Injury: \$500,000/\$1,500,000. Property damage: \$500,000.	" "	\$22,049
Aircraft (Non-Owned)	\$10,000,000	A.A.U.	
Employers Liability	\$ 100,000		
<u>HEREON:</u> 19.73%.			
<u>SECURITY:</u> LLOYD'S UNDERWRITERS.			

HEREON: 80.27%.

SECURITY: 36.69% Dominion Ins. Co. Ltd.

- (50% National Casualty Co.
- (28.57% (12% Accident & Casualty Co.
- (25% National Casualty Co. of America
- (12% Bermuda Fire & Marine
- (28.57% Accident & Casualty Co. (No. 2 A/c).
- 27.52% (28.57% Argonaut Northwest Ins. Co.
- (40% Delta Lloyd Non-Life
- (14.29% (20% Southern American Ins. Co.
- (30% Accident & Casualty (No. 3 A/c).
- (10% National Casualty Co. of America
- 6.88% Excess Ins. Co. Ltd.
- 4.59% London & Edinburgh General Ins. Co. Ltd.
- 4.59% Assicurazioni Generali I.S.

161

LNJ531 27/2/73

AN NM

JMB COLUMBIA NITROGEN NJL162 THANKS

NOTICE OF CANCELLATION RETRACTED AND USING FIGURES FOR AUDIT
PURPOSES

DS

2003TH

CONFIDENTIAL

2016-001140 Record on Appeal 1152

LON000285

64
NJL162 26/2/73
NM DS

139

COLUMBIA NITROGEN CORPORATION NJL51 REVENUE FIGURES FOR PERIOD
FEB 13, 1972 TO 1973 AS FOLLOWS:

COLUMBIA NITROGEN CORP	\$11,615,000.
NIPRO INC	19,270,000
MACON DIVISION	2,185,000
CHARLESTON DIVISION	2,324,000
MOULTRIE DIVISION	3,866,000
TOTAL	\$39,260,000.

JMB

2:20 PM

*Please deliver for D/S
Brokers
WA 8/3
132*

57
NJL51 22/2/73
NM DS

COLUMBIA NITROGEN LNJ438 PRODUCER STILL TRYING TO GET FIGURES.
IN VIEW ANN. DATE FEB 13 THIS SEEMS UNREASONABLE AS IT TAKE TIME
TO GET ALL FIGURES WILL ADVISE SOONEST

JJC

4:45 GY

154
LNJ438 12/2/73
AM NH

*Please deny for
D/S Brokers
28/2/73*

JHB COLUMBIA NITROGEN NJL104 HAVE EXTENDED NOTICE OF CANCELLATION
15 DAYS SO PLEASE ADVISE FASTEST

DS

1952TH

Q25

NJL104 13/2/73

NH DS

COLUMBIA NITROGEN LN429 WORKING. HOPE TO HAVE FIGURES SHORTLY.

JMB

11:00 PAM

Handwritten notes:
10/2/73
10/2/73
10/2/73

CONFIDENTIAL

2016-001140 Record on Appeal 1156

LON000289

111

LNJ429 12/2/73

AM NH

JJC COLUMBIA NITROGEN NJL246 ADVISE POSITION FASTEST

DS

DBF 1855

146

LNJ246 9/1/73

AM NH JJC

COLUMBIA NITROGEN PLEASE FORWARD REVENUE FOR AUDIT PURPOSES AND
ALSO TO SATISFY ONE UWR ON TOP LAYER WHO HAS ISSUED PROVISIONAL
NOTICE OF CANCELLATION EXPIRING 13TH FEBRUARY STOP ADVISE

DS

RFAL 1945

CONFIDENTIAL

2016-001140 Record on Appeal 1158

LON000291

36

LNJ385 19/6/72

Nr JJC

71/10754/4 COLUMBIA NITROGEN YOUR AIRGRAM 10TH MAY 1972
REFERS AMENDED NHA 1685 SENT AIRMAIL TODAY

LSK

FK 1620

CONFIDENTIAL

2016-001140 Record on Appeal 1159

LON000292

27

LNJ14 27/3/72

NM

JJC COLUMBIA NITROGEN MJL976 SORRY PLSE AMEND LLOYDS
TO 72 POINT 90 PCT AND COMPANIES TO 27 POINT 10 PCT.

PJH

DBF 1705

CONFIDENTIAL

2016-001140 Record on Appeal 1160

LON000293

29

NJL976 MAR 24 1972

NM, RHAC

COLUMBIA NITROGEN 71-10754 ADDENDUM PLS CHECK PERCENTAGES AND
ADVISE. 137

JJC

1:30 FS

CONFIDENTIAL

2016-001140 Record on Appeal 1161

LON000294

Stewart, Smith Management Corp.
NEW JERSEY.

PJH/DP American Department

16th March, 1972

Addendum to: COVER NOTE NO. 72-10754-4. Certificate LC71E3-119A.

In accordance with your instructions we have effected the following insurance for your account with and subject to the usual printed clauses and conditions on the policies of the insurers stated hereon:—

EXCESS UMBRELLA LIABILITY

ASSURED: COLUMBIA NITROGEN CORPORATION

It is hereby understood and agreed that with effect from 13th February, 1972
the Lloyd's Underwriters limit of liability is amended to: 72.90% part of 100.0

All other terms and conditions remain unchanged.

Stewart, Smith Management Corp.

NEW JERSEY.

PJH/EP

AMERICAN DEPARTMENT

16th March, 1972

Addendum to: COVER NOTE NO. 71-10754-4. Certificate LC71B3-119A.

In accordance with your instructions we have effected the following insurance for your account with and subject to the usual printed clauses and conditions on the policies of the insurers stated hereon:—

EXCESS UMBRELLA LIABILITY

ASSURED: COLUMBIA NITROGEN CORPORATION

It is hereby understood and agreed that with effect from 13th February, 1972 the Companies limit of liability is amended to ~~72.30%~~ 27.10% part of 100.00%.

London and Edinburgh General Ins. Co. Ltd., increased to 2.60%.

All other terms and conditions remain unchanged.

CONFIDENTIAL

2016-001140 Record on Appeal 1163

LON000296

Box 46518

Handwritten signature

10454-5

3/3/77	
DEAD	
DATE	RECORDED
1-3-77	WR

DOCUMENTS TO	COMMISSION CEDED	ASSOCIATED FILES		
S.S. New York. U.S.A.	20% + 4% TAX on Coms excluding excess 10464/8234			
Debit or Credit No.	PBB 19467 L	PBB 19467 L	PBB 22724 B	PBB 25
Recorded	6285 2.6.71			
Expiry	13.2.74			
To Policy Dept.	7-4-71	2-7-72 AR	26-4-72	8-2
Documents Sent	62851 + 2.6.71 25.10.71	3.1.72 ✓	✓	✓
Debit or Credit No.	PBB 258062	PBB 258062		
Recorded				
Expiry				
To Policy Dept.	3.4.72	24.1.74		
Documents Sent	✓			
Debit or Credit No.				
Recorded				
Expiry				
To Policy Dept.				
Documents Sent				
Debit or Credit No.				
Recorded				
Expiry				
To Policy Dept.				
Documents Sent				
S/C				

EXHIBIT 4

2016-001140 Record on Appeal 1166

1/2

PA 40-2286

Cover Note No.	Agency Ref.
65-10754-3	65-2
Signing Slips	2
Currency	US\$
Lead	No. of Copies Police Required
100% Premium	2,000
Hereto Proportion	
Associated R/Ts	

Person's 1946
No. 1000
1/1
367

STEWART, SMITH & CO. LIMITED
COLUMBIA NITROGEN

D & Co. W. 1547 8/54

93 NY

(L/U Clause Noted)

CONFIDENTIAL

2016-001140 Record on Appeal 1167

LON000039

STEWART, SMITH & CO., LIMITED

EXCESS UMBRELLA LIABILITY.

Short Umbrella Wording as appearing
Plus NMA 1256.

36 Months at 15th February, 1965 12.01 a.m. L.S.T.

ASSURED:

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

POLICY FOR LIMITS OF:

\$3,000,000 a.o. occurrence

EXCESS OF:

\$1,000,000 a.o. occurrence

WHICH IN EXCESS OF:

Primary Limits as per Schedule

OR:

\$ 10,000 for uninsured perils.

O.D. and Products in aggregate.

30 days' Cancellation Clause.

PREMIUM:

\$6,000 payable 1/3rd annually.

Less 25% and 4% tax.

INFORMATION: 1st Renewal.

Hereon 50%.

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

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2016-001140 Record on Appeal 1168

LON000040

POLICY No. 65-10744-3

[illegible]

CONFIDENTIAL

2016-001140 Record on Appeal 1169.

LON000041

1325

32650

✓ 9.43% J.E. JONES 1000008809 999

✓ 7.08% G.L.T. 16X3418X22N4 239

5.86% BOLTON 870X8913 23

✓ 4.72% P.F.C. 1F27N64NMS 763

✓ 4.72% A.J.A. 1F27N64NMS 909

3.77% H.G.C. 609X12050 69

3.77% A.J.W. NM13/23 620

✓ 2.38% SECRETAN 0112948 365

✓ 2.38% A.L.S. 80451227N64 211

✓ 3.30% P.W. ENMAT 634

✓ 2.38% P. 15188098N408 768

1.89% MIAL 1F/155 555

1.89% FORBES 8752 300

✓ 1.42% WISHART 4000A4476 151

✓ 1.89% SHEAD 27/11 35
.94% 94

✓ .94% P.R.M. LANX27N43876 60

✓ .75% H.H.M. NM193X23N64 183
.19% 193

✓ .47% L.S.M. NM68X1281154 427

✓ .94% D.G.S.L. 9219820027N4 652

✓ .94% M.V.S. 3204 357

65/10754/3

✓ 7.08% ORION IT 3594

✓ 4.72% N554387804N
FIX4387804N

✓ 9.43% A.W. 3507
HP6870X406T

✓ 7.08% LONDON 3000 OVE SEAS

✓ A/C 3507
CEP14333
23 JUN 1966

✓ 4.72% E. & A. M /C 3723
5472

✓ 9.43% EDINBURGH NO.2 A/C
3054 2EPH150

66/040412

L. 57.54.

C. 4246.

100%
SHIPPING DIRECTS FITTED 3/16/66

64/5308
2nd Year

0.32850
ALL OTHERS

Antillean Premium

NA	80214.5
Lloyds	
N.A.	408.54
L.P.S.O. SIGNING DATE & No.	

NA 719.00

NA 719.00

YEAR		MONTH	
67	1968		

ASSURED: *Columbia N. Thayer*

9.48 % J.F.B. 341883 889 ✓
X00008803 989

7.08 % G.L.T. 288 ✓
L8K3418X23N4

4.72 % P.F.C. 1C22508 763 ✓
.47 % A.J.A. 1C02098 809 ✓

3.77 % H.C.C. 809X13050 89 ✓
3.77 % A.J.R. H413/25 820 ✓
2.36 % SECRETAN D112948 365 ✓
2.38 % A.L.S. 80451227H84 211 ✓

3.30 % F.W. 434 ✓
2.36 % F 1818888N488 768 ✓

1.89 % MIAL L7/155 355 ✓
1.89 % FORBES BT82 350 ✓

1.43 % WISHART 157 ✓
4000A4476

1.89 % SHEAD 27/11 38 ✓
.94 % 84 ✓
.94 % P.B.M. LAM137N43876 80 ✓

.47 % L.S.M. NM68XX261164 427 ✓

9.94 % W.H.S. 90 %
.68 % H0X192X28768 10 %

.94 % D83L 858 ✓
9219820027N4

.94 % H.V.B. 3204 357 ✓

7.08 % ORION 'T' 3594
4.72 % H844867804N
PIX4382204N

9.48 % A 4307
H413/25 820 ✓

7.08 % LONDON VA OVERSEAS A A/C
36/89
VRP14332

4.72 % E.A.A. H A/C 3743
H472

9.48 % EDINBURGH no.2 A/O
3054
38PH1130

64/530 B MARINE
ALL OTHER
3RD YEAR.D 34188

67/050285

h 54 54
c 42 54

100/100

Spec. w/a/l.

A	P	Bon252
Lloyds		
N.A.		4-2-512
L.P.O. SIGNING DATE &		

[illegible]

65/095475

65/095476

J (A)

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



Any person not an Underwriting
Member of Lloyd's who signs this Policy,
or any person who signs the same in
substitution, will be liable to be prosecuted
under Lloyd's Act.

Printed at Lloyd's, London, England.

LLOYD'S POLICY

(Subscribed only by Underwriting Members of Lloyd's, all of whom have complied with the requirements of the Insurance Companies Act, 1938, as to security and otherwise.)

No Policy or other Contract dated on or after 1st Jan., 1924, will be recognised by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

Whereas the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have heretofore subscribed their Names (hereinafter called "the Underwriters"),

Now We the Underwriters hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

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

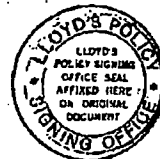
Now know We that We, the Underwriters, members of the Syndicate(s) whose definitive Number(s) in the attached list are set out in the Table overleaf, or attached overleaf, hereby bind Ourselves, each for his own part, and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, such payment to be made within seven days after such loss, damage or liability is proved, and so that the due proportion for which each of Us the Underwriters is liable shall be ascertained by reference to his proportion as ascertained according to the said list of the Amount, Percentage or Proportion of the total sum insured which is in the said Table set opposite the definitive Number of the Syndicate of which such Underwriter is a member.

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

LLOYD'S POLICY SIGNING OFFICE,

E. J. Phillips

MANAGER.



32 11

Form J (A) (S.S.50)
R.M.A. 1167

CONFIDENTIAL

2016-001140 Record on Appeal 1174

LON000046

SCHEDULE

The Policy No. 63-10754/3 / RS 40226

The name and address of the Assured GEORGIA STEELWORK CORPORATION AND/OR
FOURTEEN RIFLE CORPORATION
P.O. Box 1483, Augusta, Georgia

The Premium U.S.\$1,275.40 paid in U.S.\$1,275.40 being a fixed installment premium and further
installments are due and payable as follows:
13th February, 1966 U.S.\$1,275.40 13th February, 1967 U.S.\$1,275.40

The period of Insurance
from Thirteenth February, 1965 to Thirteenth February, 1968
both days inclusive, and for such further period or periods as may be mutually agreed upon
at 12.00 a.m. Local Standard Time

The risk and sum insured hereunder
63-77% part of 100% of sum of affected limits
UNDER GEORGIA STATUTE
AS WITH PARTICIPANT INSURED BY THE ASSURED INSURER
WHICH IS SUBJECT SUBJECT TO BE UNDERWRITTEN BY
AND TO THE PART OF THE RISK

This Policy being for 63-77% covers its pro rata proportion of the risks and liability set
forth herein.

This Policy is subject to the following clauses:- Service of Suit Clause, Set and the
Hold Clauses, Exclusion Incident Reduction Clause-Liability Limit (Sum).

Dated in London, the First day of November, One Thousand Nine Hundred and Sixty-Five:

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

- (a) The following Underwriters sign
75% part of 100% of 90% of limits
- (b) The following Underwriters sign
77.5% part of 100% of 90% of limits

[illegible]

CONFIDENTIAL

2016-001140 Record on Appeal 1175

LON000047

EXCESS UMBRELLA POLICY

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof.

and/or Subsidiary, Associated, Affiliated Companies or Owned and Controlled Companies as now or hereafter constituted and of which prompt notice has been given to Underwriters.

INSURING AGREEMENTS

1. COVERAGE -

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

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

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

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

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

2. LIMIT OF LIABILITY - UNDERLYING LIMITS -

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

- £ (as stated in Item 3 of the Declarations) ultimate net loss in respect of each occurrence, but
- £ (as stated in Item 4 of the Declarations) in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

and the Underwriters shall then be liable to pay only the excess thereof up to a further -

- £ (as stated in Item 5 of the Declarations) ultimate net loss in all in respect of each occurrence - subject to a limit of
- £ (as stated in Item 6 of the Declarations) in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

- 1 -

CONDITIONS

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

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

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition 3 of the Underlying Umbrella Policies.

3. CANCELLATION -

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

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this Policy has been in force.

If this policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium.

4. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Assured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Declarations as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is in excess of the insurance afforded by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

DECLARATIONS

Item 1. Named Assured: ~~CONCRETE REINFORCEMENT CORPORATION~~ and others (as set forth herein)

Item 2. Underlying Umbrella Policies: L 69E E-182

Item 3. Underlying Umbrella Limits
(Insuring Agreement 2): \$1,000,000

Item 4. Underlying Umbrella Aggregate Limits
(Insuring Agreement 2): \$1,000,000

Item 5. Limit of Liability
(Insuring Agreement 2): \$3,000,000

Item 6. Aggregate Limit of Liability
(Insuring Agreement 2): \$3,000,000

Item 7. Notice of Occurrence (Condition 4) to:
Stewart, Smith and Company Inc.,
116 John Street, New York, N.Y.

- 5 -

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT
(Approved by Lloyd's Underwriters' Fire and Marine Association)

For statement (in addition to the appropriate Marine Insurance Clause—Liability—Direct) to liability insurance offering worldwide coverage.

In relation to liability arising outside the U.S.A., in Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatever nature directly or indirectly caused by or occasioned to by or arising from leakage, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the production of

Approved Lloyd's London, England.
11/7/70
U.S.A. 107

CONFIDENTIAL

2016-001140 Record on Appeal 1179

LON000051



U.S.A.

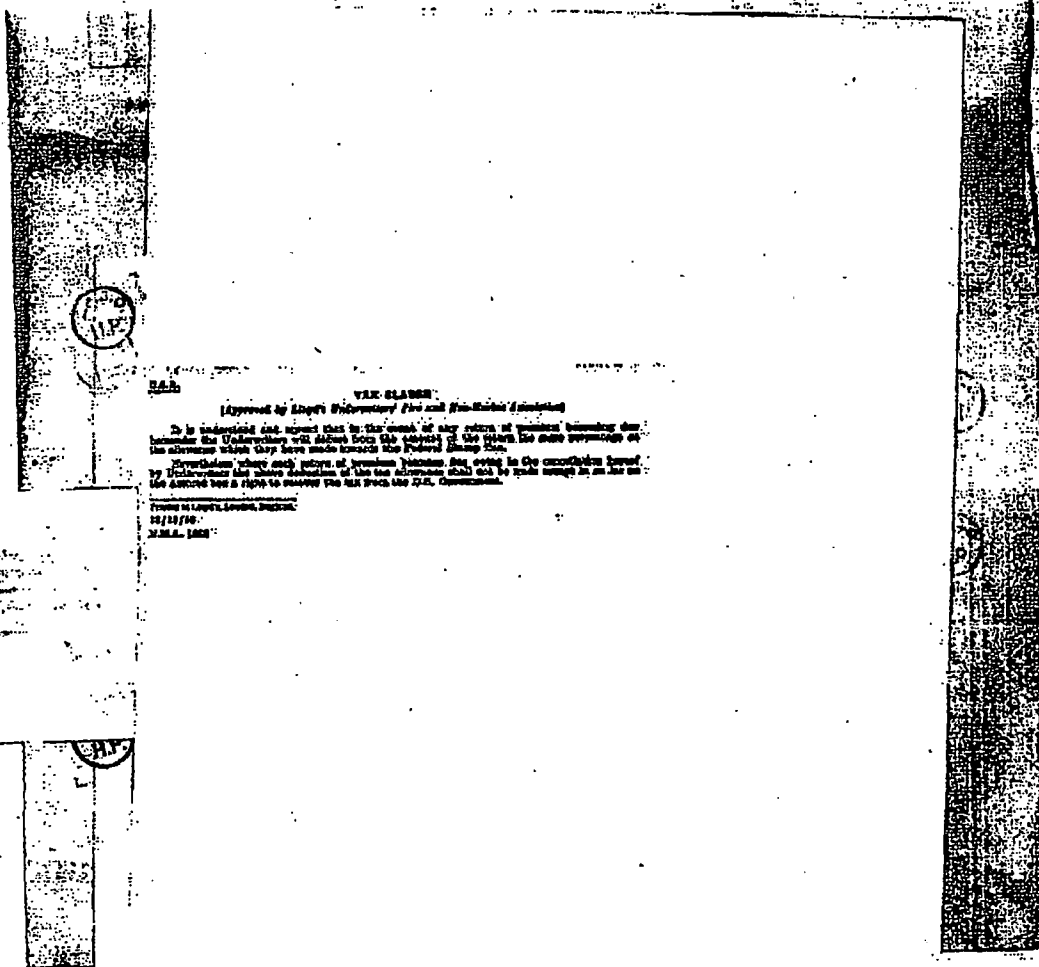
TAX PAID CLAUSE

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

Notice is hereby given that the Underwriters have agreed to allow for the purpose of purchasing U.S. Government Bonds for the purpose of the purchase of the above named bonds to the extent such premium is subject to Federal Stamp Tax.

Printed at Lloyd's Underwriters, London.
10/11/50
L.L.M.A. 1957





W.A.S.

W.A.S. SLAVER

(Approved by Agent's Viceregent for and for the State of Georgia)

It is understood and agreed that in the event of any return of persons' boundary due to the Underwriters will submit to the agents of the State the same persons of the persons which they have made known the Federal Stamp Book.

Everywhere where such return of persons' boundary due to the persons' return by Underwriters the above conditions of the two persons shall not be made except in an act of the State but a right to receive the act from the U.S. Government.

From the State of Georgia, Georgia, Georgia.
10/11/10
W.A.S. 1000



SERVICE OF SUIT CLAUSE (U.S.A.)

(Approved by Lloyd's Underwriters' Fire and Marine Committee)

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

It is further agreed that service of process in such suit may be made upon:

**WILLIAMS AND MELUNT,
27, WILLIAM STREET, NEW YORK, N.Y.**

that to any suit instituted against any one of them upon this contract, Underwriters will stand by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the release of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a special appearance upon Underwriters' behalf in the event such a suit shall be instituted.

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

Printed at Lloyd's, London, England.
22/12/61
L.M.A. 172

U.S.A.
NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)
 (Approved by Lloyd's Underwriters' Fire and Marine Association)
 For attachment to insurance of the following classifications to the U.S.A., its
 Territories and Possessions, Puerto Rico and the Canal Zone:
 Owners, Lessees and Transits Liability, Contractual Liability, Employer
 Liability, Owners or Contractors (including railroad Protection Liability,
 Manufacturers and Contractors Liability, Product Liability, Professional and
 Holdings Liability, Shipkeepers Liability, Garage Liability, Automobile
 Liability (including Manufacturers Motor Vehicle or Garage Liability),
 not being insurance of the classifications to which the Nuclear Incident Exclusion Clause
 —Liability—Direct (Limited) applies.
 This policy

- does not apply:—
- I. Under any Liability Coverage to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the policy is also so insured under a
 nuclear energy liability policy issued by Lloyd's Underwriters' Fire and Marine
 Association, Mutual Atomic Energy Liability Underwriters or Nuclear
 Insurance Association of Canada, or would be so insured under any such
 policy but for its termination upon expiry of its term of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect
 to which (1) any person or organization is required to maintain financial
 protection pursuant to the Atomic Energy Act of 1946 or any law amendatory
 thereof, or (2) the insured is, or has this policy not been issued would be,
 entitled to indemnity from the United States of America, or any agency
 thereof, under any agreement entered into by the United States of America,
 or any agency thereof, with any person or organization.
 - II. Under any Liability Coverage to injury, sickness, disease or death resulting from the hazardous
 properties of nuclear material and arising out of the operation of a nuclear facility by
 any person or organization.
 - III. Under any Liability Coverage to injury, sickness, disease, death or destruction
 resulting from the hazardous properties of nuclear material, if:
 - (a) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (b) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (c) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (d) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (e) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (f) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (g) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (h) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (i) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (j) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (k) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (l) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (m) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (n) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (o) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (p) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (q) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (r) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (s) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (t) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (u) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (v) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (w) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (x) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (y) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 (z) the insured is not (1) a ship or nuclear facility owned by, or operated by,
 or on behalf of, or insured by, or (2) has been damaged or damaged by, or
 - IV. As used in this clause:
 - "hazardous properties" include radioactive, toxic or explosive properties; "nuclear
 material" means source material, special nuclear material or byproduct material;
 "source material" means natural or enriched uranium, thorium or their concentrates;
 "special nuclear material" means any fuel element or fuel component, solid or liquid, which
 has been used or exposed to radiation in a nuclear reactor; "radioactive" means any waste
 material (1) containing byproduct material and (2) emitting from the material or any
 person or organization of any source 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 such fuel, or (3) handling,
 processing or packaging waste;
 (c) any equipment or device used for the processing, handling or storing of
 special nuclear material if at any time the total amount of such material in
 the custody of the insured at the premises where such equipment or device is
 located exceeds 10 or contains more than 10 pieces of plutonium or uranium
 235 or any combination thereof, or more than 100 grams of uranium 235,
 (d) any structure, building, construction, part or place prepared or used for the
 storage or disposal of waste;
 and includes the site or sites at which any of the foregoing is located, all temporary seedbeds
 on such site and all persons used or such seedbeds; "nuclear reactor" means any
 apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction
 or to produce a critical mass of fissionable material.
 With respect to injury to or destruction of property, the word "accident" or "destructive
 force" includes all forms of radioactive contamination of property.
 It is understood and agreed that, except as specifically provided in the foregoing to
 the contrary, this clause is subject to the terms, exclusions, conditions and limitations
 of the Policy to which it is attached.
 * Notes.—As respects policies which afford liability coverage and other forms of
 coverage in addition, the words underlined should be amended to designate the liability
 coverage to which this clause is to apply.

Printed at Lloyd's, London, England
 17/1/68
 LMA 1144

CONFIDENTIAL

2016-001140 Record on Appeal 1184

1339

LOND000056

In all communications please quote the following reference	
639	63/10754/37M 402285

FORM J (A)

LLOYD'S



LONDON

L.L.

Assured COLONIAL INSURANCE CORPORATION

Premium £4,215.40

Policy and Stamp

Date of Expiry 15th February, 1968

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

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

8 (A) FORM

No. 65/10754/3/BB 402286

DUPLICATE C65 41729 17DEC

The Institute of London Underwriters.
Companies Combined Policy.

Whereas the Assured named in the Schedule herin has promised to pay forthwith a Premium at the Rate specified in the Schedule to Us, the Assurers,

Now we the Companies hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

Now know ye that we the Assurers do hereby bind ourselves, each COMPANY for itself only and not one for another and in respect only of the due proportion of each Company, to pay to the Assured or the Assured's Executors or Administrators, all such loss, damage or liability as herein provided that the Assured may sustain during the stated period, not exceeding in all the sum insured, as properly apportioned to the sums, or to the percentages or proportions of the sum insured, subscribed against our names respectively. If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

In witness whereof we the said Assurers have subscribed our names and sums assured in London as hereinafter appears, and the Manager and Secretary of The Institute of London Underwriters has subscribed his name on behalf of each of us.



Signed

[Signature]
Manager and Secretary
The Institute of London Underwriters.

Note. This Policy must bear the seal of The Institute of London Underwriters Policy Department.

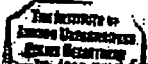


CONFIDENTIAL

2016-001140 Record on Appeal 1185

LON000057

SCHEDULE.

The Policy No. 65/10754/5/BB 402286	
The Name and Address of the Assured: <u>COLUMBIA NITROGEN CORPORATION AND/OR</u> <u>COLUMBIA NITRO CORPORATION</u> P.O. Box 1483, Augusta, Georgia	
The Rate or Premium:	U.S.\$424.60 part of U.S.\$1,000.00 being a first instalment premium and further instalments are due and payable as follows:- 13th February, 1966 U.S.\$424.60 13th February, 1967 U.S.\$424.60
The Period of Insurance	
From: Thirteenth February, 1965 To: Thirteenth February, 1968	
Both days  and for such further period or periods as may be mutually agreed upon. At <u>London</u> Local Standard Time	
The Risk and Sum Insured hereunder: 42.46% part of 100% of 50% of limits	
Whereas Certain Underwriters at Lloyd's London have issued an Excess Umbrella Liability Policy No. 65/10754/5/BB 402286. Now therefore this Policy is subject to the same terms, clauses, limitations and conditions on the identical subject matter and risk, as more fully set forth in the above mentioned Lloyd's Policy.	

DATED in LONDON, the Second day of November, One Thousand Nine Hundred and Sixty-five

CONFIDENTIAL

2016-001140 Record on Appeal 1186

LON000058



THE INSTITUTE OF LONDON UNDERWRITERS

POLICIES		ILL. REF. No.	
		065	41729 17 12 65
AMOUNT, PERCENTAGE OR PROPORTION	COMPANY	REFERENCE	
7.0800000	ORION INSURANCE CO LTD T A/C	N554367804N	
4.7200000	ORION INSURANCE CO LTD T A/C	PXX4367804N	
9.4300000	ANDREW WEIR INS CO LTD	MP6670X404Y	
7.0800000	THE LONDON & OVERSEAS INS CO LTD A A/C	VRP14333	
4.7200000	ENGLISH & AMERICAN INS CO LTD M A/C	N472	
9.4300000	EDINBURGH ASSURANCE CO LTD 2 A/C	2EPH1150	
42.4600000	T	TOTAL (T) OR FORWARD (F)	
T		T	
Broker & Address :		(635) STEWART SMITH BB 402286	

J (A) FORM

In all communications please quote
the following reference

635 65/10754/3/BB 402286

The Institute of London Underwriters
Companies Combined Policy.



B.I.

This Policy is subscribed by Insurance Companies
Members of The Institute of London Underwriters,
40, Lime Street,
London, E.C.3.

COLUMBIA NITROGEN CORPORATION

PRINTED IN ENGLAND BY
THERBY & Co. LTD.

CONFIDENTIAL

2016-001140 Record on Appeal 1188

LON000060

DUPLICATE
Insurance Companies Collective

Policy

In Consideration of the Assured named in the Schedule hereto having paid premium set forth in the said Schedule to the Assurers named herein

The Assurers hereby severally agree each for the proportion set against its name to indemnify the Assured or the Assured's Executors, Administrators or Assigns against loss as set forth herein during the period of insurance stated in the said Schedule or during any subsequent period as may be mutually agreed between the Assured and the Assurers payment to be made within Seven Days after such loss is proved.

Provided that:—

- (1) the liability of the Assurers shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Assurers.
- (2) the liability of each of the Assurers individually in respect of such loss shall be limited to the proportion set against its name or such other proportion as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Assurers.
- (3) if the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

In Witness whereof, I being a representative of the Leading Office which is duly authorised by the Assurers have hereunto subscribed my name on their behalf this 4th day of January One Thousand Nine Hundred and Sixty Six.

[Signature]

admiral's principal command

1345

ROCKWELL INSURANCE COMPANY
LIMITED

3.00%

64/9286

65/12161

65/928/521

ST. LOUIS INSURANCE
COMPANY LIMITED

3.00%

64/9286

SWISS REINSURANCE
COMPANY LIMITED

4.00%

64/9286-10

ROCKWELL INSURANCE COMPANY
LIMITED

2.00%

(JOS. H. WOOD AND PARTNERS)

ROYAL CANADIAN INSURANCE
COMPANY LIMITED

4.00%

1079 501405

31423/65/0305

STANDARD INSURANCE
COMPANY LIMITED

10.00%

204559/53

ALMA GENERAL INSURANCE
COMPANY LIMITED (100%)
(Gibson N.A. Group)

4.00%

1/521144

6/671671/11

Insurance Companies

Collective Policy

EXHIBIT 5

2016-001140 Record on Appeal 1193

30.1.68
EW
1412

NO CLAIMS PAID
ADVISED OR O/S

OCT 1968

Cover No. 1	1	1
Debit No.	314450	
Signing Slip	1	Photostat
Currency	US\$	No. of Copies Policies 28
Leads	668	
100% Premium (Gross)		
Herein Premium		\$3500
Herein Premium		\$1775
Associated		

STEWART SMITH & CO.

COMPANY

EXCLUSIVE POLICY SIGNING CLAUSE No. ONE

Not otherwise to the terms of the C.O.S.A. 1929, Company hereby agrees that in the event of this Policy shall not be required. It being understood that this Policy shall be sent to Company together with a form for return of the same to the Company on or before the date of administrative details of the same.

S.S.N.Y. U.S.A.

STEWART, SMITH & CO., LIMITED

EXCESS UMBRELLA LIABILITY./

Short Umbrella Wording as expiring
Plus NMA 1256.

36 months at 13th February, 1968 12.01 a.m. I.S.T. ✓

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

POLICY FOR LIMITS OF:

\$3,000,000 a.o. occurrence./

EXCESS OF:

\$1,000,000 a.o. occurrence ✓

WHICH IN EXCESS OF:

Primary Limits as per Schedule

OR:

\$ 10,000 for uninsured perils

U.S. and Products in aggregate.

30 days' Cancellation Clause./

PREMIUM: \$7,500 payable 1/3rd annually./

Less 25% and 4% Tax.

INFORMATION: 2nd Renewal.

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

LS-10754-3 BB 42286

68-10754-3

COLORED
NITROGEN COPY

INSTALLMENT
PREMIUM

13 2 1969

6

13 2 1970

3562

CTO

A.P. \$2,500.00

N.A. \$1,847.92

BB 10324Y

SL 10

68-10754-3

COLORED
NITROGEN COPY

INSTALLMENT
PREMIUM

13 2 1970

6

13 2 1971

3562

CTO

A.P. \$2,500.00

N.A. \$1,847.92

67652 + 13 OCT 1970

BB 145524

YEAR	MONTH
70	2

ILU
Comp. Prem.
T-10
T-10
(aid: Org)

CTO

BB 10324Y

SL 10

L.P.S.O. CONTRACT SCHEME	
No: 0 32948	
ENTRY No. 02102247	
100% NA	937.50
L.P.S.O. SIGNING No.	
70/021073	

A/P OPEN MARKET	
ENTRY No. 02102247	
Lloyds	675.19
N.A.	
L.P.S.O. SIGNING DATE & No.	
Lloyds 100% NA 937.50	

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

L.P.S.O. CONTRACT SCHEME	
No: 0 32948	
ENTRY No. 02102247	
100% NA	937.50
L.P.S.O. SIGNING No.	

A/P OPEN MARKET	
ENTRY No. 02102247	
Lloyds	675.19
N.A.	
L.P.S.O. SIGNING DATE & No.	
67652 + 1330CT 670	
Lloyds 100% NA 937.50	

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

POLICY No. 68-1754-2

[illegible]

CONFIDENTIAL

2016-001140 Record on Appeal 1198

LON000109

1353

POLICY No. 68-10754-3.

Insurer	Comms.	Tax (%)	Line (%)	POLICY SIGNING			ENDT. No.	
				Debit No.			Dr/Cr. No.	
				Gross	Nett	Coy. Ref. Nos.	Gross	Nett
LLOYDS	Con	25	- 73-82	922.75	632.06		922.75	632.06
LLOYDS ILLINOIS SURPLUS								
ILLU. ILLINOIS LICENCED								
I.L.U.							922.75	632.06
COLLECTIVE COYS.			24-18	327.26	232.35			
OTHER COYS.								
TOTALS	50% of		100%	1250.00	924.41		1250.00	924.41
POLICY/ENDT. CLOSINGS TYPED								
BUREAU SHEETS TYPED								
S.L. 7ARY								

CONFIDENTIAL

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LON000110

68-10443-1

32948

ASSUMED: COLUMBIA HYDROGEN CORP

PERIOD: *8 months at 13th February 1969* Heron 50/

10.47% G.H.E. 085A408809A7 2 888	2.49% W.O.O. A19H821X5767
6.22% G.L.T. 360X34181357 078	1.50% SPALDING. LIAB
7.18% W.H.S. 878	1.00% P.R.M. LANX3576
.80% NA72022M18NO 48	.50% L.S.N. NM8891067
2.49% W.H.S. NA72022M18NO 618	1.00% J.T.C. L.S.
3.00% P.C.W. LSI0109N7020 918	1.00% MIAL. LT155
5.00% P.P.C. 1C21634 702	.50% J.A.R.M. 50C3524
.75% A.J.A. 1C01718 804	.50% TYSIN. 31019037
2.00% HILL 5020T2A14540 386	.75% D.G.S.L. 9219820030T7
4.00% A.J.W. NM 19/25 620	7.97% UNION 2 3594/5/3
3.49% F.W. 08X147 634	HE573678139
2.49% SECRETAN 0112948 366	7.48% ANDREW WEIR 3507
4.18% P.J. TP1LE52827 231	ME86702737X
.31% W.T. 373	4.99% LONDON & OVERSEA 3807
2.49% P. 15180099T707 768	VRP14353
2.49% SHEAD 50E15867 35	4.99% ENGLISH & AMERICAN 372
1.25% BART 64	44N3387
1.00% FORNES 8753 300	.75% SCOTTISH LION 3208
1.50% WISHART 4000A4476TX 151	1010N327367
2.49% A.L.S. 80431208T07 223	67/8308
	6-28178
	c 32948

24

CONFIDENTIAL

2016-001140 Record on Appeal 1200

LON000111

68-15754

1ST YEAR NO. 68/9501 2ND YEAR NO. 68/9502

ASSURED:- COLUMBIA NITROGEN CORP.

PERIOD:- 24 months 12th February 1969

2.99% ~~21105T 5944~~ 772 NB Please do not sign

4.99% ~~21105T 5944~~ 417 3 correct papers self charge

ALL OTHER UNDERSWRITERS AS PER CONTRACT NO. 320753

HEREON: 72.02% LLOYD'S.

YEAR	MONTH
69	2

1.66% SWISS UNION 320753

3.33% MINSTER
Per Heywood Partners

4.99% TUREGUM 1/5/31/06401

5.00% EXCESS 69/980/3091 23/2/69 COPIES of Docs.

3.00% ENGLISH & AMERICAN 139A

3.00% LONDON & EDINBURGH TOWER A/O
MBP01081111

3.00% STRONGHOLD S20502

4.00% HELVETIA ACCIDENT GIBBON N.M. GROUP.
E1027681

HEREON: 27.98% COMPANIES.

~~1.40% K.S.P. 16522020~~	~~417~~	~~25% F.R.H. 080808~~	~~855~~
~~1.40% A.L.S. 20101800~~	~~210~~	~~25% F.R.H. 1427818~~	~~875~~
~~3.50% ALIEN 088~~	~~817~~	~~75% F.R.H. 11A5250~~	~~870~~
~~1.00% HANLSON 31X64842~~	~~56~~	~~1.00% HANLSON 30225126~~	~~484~~
~~2.00% FR WHITE 7716002460~~	~~180~~	~~3.25% P.J.-L.H.B. TPNL52888~~	~~231~~
~~3.50% H.A.H. 088F888~~	~~210~~	~~.25% N.F.~~	~~373~~
~~2.00% T.A.H. 765210144~~	~~550~~	~~4.00% A.H.H. 08277~~	~~83~~
~~2.50% G.H.H. 456~~	~~347~~	~~50% HUDSON 2A156371002H~~	~~947~~
~~2.00% BEACOCK 9N686L0071~~	~~727~~	~~25% N.J.O. 8880XK3338~~	~~896~~
~~.80% TYSEN 0781693~~	~~18~~	~~1.50% N.J.K. 8400~~	~~518~~
~~.80% TYSEN~~	~~18~~	~~50% PRM Lant...~~	~~60~~
~~2.00% P. 0887515~~	~~100~~		
~~2.00% G.W.P. AA0358588~~	~~156~~		
~~2.00% C.E.H. 431~~	~~404~~		
~~2.50% A.N.G.S. 772L~~	~~250~~		
~~1.25% A.G.O. LSM059J8130~~	~~918~~		
~~1.50% GIBBS 041339~~	~~179~~		
~~1.30% H.A.N. 8TUC040~~	~~817~~		
~~1.00% A.E.H. 400B4720~~	~~93~~		

62318 * 22 JAN 1970

68/10754/2

.75% D.R.S.L.
921982003077



7.97% ORION "T" 3594/5/0 24 JUL 1968
N5573679138 I.L.U.

7.48% ANDREW WEIR 3507/1/1
MP0070X7271 I.L.U.

4.06% LONDON & OVERSEAS 3500/1/0
VRP14338 I.L.U.

4.96% ENGLISH & AMERICAN 3500/1/0
BT23/1/8 I.L.U.
44N3357

.75% SCOTTISH LIGHT 3206/1/2
TORCH331351 I.L.U.

L86

07/8308

ALL OTHER
G36029

W 73.72

C 26.18

68/038261

SHORT		ALL OTHER		YEAR	MONTH
				68	2
LLOYD 88/930A					
368 Col. 1968 A. NITROGEN CORP.					
PERIOD: 36 months @ 13/2/68. HERON 55.4					
2.99% MINSTER		310005944		772	
4.99% R. H. H. H.		18522020		421	
ALL OTHER UNDERWRITERS AS PER CONTRACT 2401 30841					
HERON 71.52% LLOYD'S					
1.66% SWISS UNION	3.33% MINSTER	320753	COLL.		
4.99% TUREGUM		1/5/51/08401	COLL.		
3.00% Excess	68/15179	309	COLL.		
3.00% English & American	365495	139 A	COLL.		
3.00% London & Edinburgh Tower A/c.		MSPO1081111	COLL.		
3.00% Stronghold		S 20502	COLL.		
2.50% Orion N/H A/c		L206549	COLL.		
4.00% Helvetia Accident		E 1027681	COLL.		
Gibson N.M. Group					
HERON 28.48% COYS.		68/038262			

POLICY No. 68-10744-3

[illegible]

CONFIDENTIAL

2016-001140 Record on Appeal 1205

LON000116

POLICY No. 68-10754-3

Insurer	Comm.	Tax (%)	Line (%)	POLICY SIGNING			BROKER	
				Debit No.			Dr. Cr. No.	
				Gross	Nett	Cop. Ref. No.	Gross	Nett
S. H. H. Co.			1.66	20.75	14.73			
Hunt			3.33	41.63	20.55			
Lang			14.99	62.37	44.37			
Frank			3.00	37.50	26.63			
Kell			3.00	37.50	26.63			
Lee			3.00	37.50	26.62			
St. Joseph			3.00	37.50	26.62			
One			2.50	31.25	22.19			
Hobbs			4.00	60.00	36.50			
LLOYDS	26.44	71.52		894.00	634.74			
LLOYDS ILLINOIS SURPLUS								
I.L.U. ILLINOIS LICENCED								
I.L.U.								
COLLECTIVE COYS.			28.48	34.00	25.46			
OTHER COYS.								
TOTALS	304.	100.7		1260.00	887.50	7A		
POLICY/ENDE CLOSING-TYPED	10/5/68							
BUREAU SHEETS TYPED	7/7/68 closing 7/1-3/7/68							
SL TARY								

CONFIDENTIAL

2016-001140 Record on Appeal 1206

LON000117

FORM C.P.S.

DUPLICATE

THIS DOCUMENT SHOULD BE ATTACHED TO THE ORIGINAL POLICY.

Collective Renewal Policy & Receipt.

Insured: COLUMBIA PICTURES CORPORATION AND/OR COLUMBIA PICTURES CORPORATION

Sum Insured Hereby: 28.48% part of 100% of ^{50% of} limits

In Consideration of the payment of U.S.\$356.00 part of U.S.\$1,250.00 being a first instalment premium and further instalments are due and payable as follows:-*

WE, THE UNDERSIGNED INSURERS, agree to hold the Insured covered during the period of ~~TWELVE~~

~~MONTHS~~ commencing Thirteenth February, 1968

and ending on Thirteenth February, 1971 both days at 12.01 a.m. AGAINST the risks and Local Standard Time upon the terms and conditions (including any endorsements thereon) of the COLLECTIVE POLICY

NO. 65/10754/3/BB 402286 dated the Twenty-ninth day of December 19 65

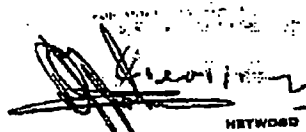
*13th February, 1969 U.S.\$356.00
13th February, 1970 U.S.\$356.00

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

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

IN WITNESS whereof I being a representative of the Leading Company and authorised by the said Company and by all other Companies appearing hereon to sign this Policy on their behalf, have hereunto subscribed my name this 14th day of August 19 68.

68/10754/3/B 14450/BI


DIRECTOR
METWOLD & PARTNERS, LTD.

P.T.O.

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2016-001140 Record on Appeal 1207

LON000118

THE ASSURERS

Amount Percentage or Proportion	Company	Reference No.
1.66%	SWISS UNION GENERAL INSURANCE COMPANY LIMITED	320753
3.33%	MILNER INSURANCE COMPANY LIMITED (per HAYWOOD AND PARTNERS)	
4.99%	TURKISH INSURANCE COMPANY	1/5/31/06401
3.00%	EXCESS INSURANCE COMPANY LIMITED	309
3.00%	ENGLISH AND AMERICAN INSURANCE COMPANY LIMITED	139 A 414A
3.00%	LONDON AND EDINBURGH GENERAL INSURANCE COMPANY LIMITED (Tower A/s)	NSP018111
3.00%	STROGHOLD INSURANCE COMPANY LIMITED	S 20502
2.50%	ORION INSURANCE COMPANY LIMITED	L206569
4.00%	HELVETIA ACCIDENT INSURANCE COMPANY LIMITED (Gibson H.M. Group)	N 1027681

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2016-001140 Record on Appeal 1208

LON000119

Attaching to and forming part of Insurance Companies Collective Policy No. 68-10754-3.
Endorsement No. _____

IN THE NAME OF: COLUMBIA NITROGEN CORPORATION.

It is understood and agreed that notwithstanding anything contained in the above mentioned Policy to the contrary, no liability shall attach to the Orion Insurance Company Limited and the liability of the Excess Insurance Company Limited is increased to 5.00% in respect of occurrences happening on and after 13th February, 1969.

All other terms and conditions remain unchanged.

BB10324Y.

Proportion of ^{Additional} Premium
Return

For and on behalf of the Assurers named in the said Policy for the proportions specified therein.

IN WITNESS WHEREOF I being a representative of the Leading Office which is duly authorised by the Assurers have hereunto subscribed my name on their behalf this

Tenth day of November One Thousand Nine Hundred and Sixty Nine.

BB10324Y/LE

Attaching to and forming part of Insurance Companies Collective Policy No.

68-10754-3

Endorsement No.

IN THE NAME OF: COLUMBIA NITROGEN CORPORATION.

It is understood and agreed that notwithstanding anything contained in the above mentioned Policy to the contrary, no liability shall attach to the Orion Insurance Company Limited and the liability of the Excess Insurance Company Limited is increased to 5.00% in respect of occurrences happening on and after 13th February, 1969.

All other terms and conditions remain unchanged.

BB10324Y.

Proportion of Additional
Return Premium

For and on behalf of the Assurers named in the said Policy for the proportions specified therein.

IN WITNESS WHEREOF I being a representative of the Leading Office which is duly authorised by the Assurers have hereunto subscribed my name on their behalf this

Tenth day of November One Thousand Nine Hundred and Sixty Nine.

Attaching to and forming part of Insurance Companies Collective Policy No. 68-10754-3.
Endorsement No. _____

IN THE NAME OF: COLUMBIA NITROGEN CORPORATION.

It is understood and agreed that notwithstanding anything contained in the above mentioned Policy to the contrary, no liability shall attach to the Orion Insurance Company Limited and the liability of the Excess Insurance Company Limited is increased to 5.00% in respect of occurrences happening on and after 13th February, 1969.

All other terms and conditions remain unchanged.

BB10324Y.

Proportion of ^{Additional} Return Premium

For and on behalf of the Assurers named in the said Policy for the proportions specified therein.

IN WITNESS WHEREOF I being a representative of the Leading Office which is duly authorised by the Assurers have hereunto subscribed my name on their behalf this

Tenth day of November One Thousand Nine Hundred and Sixty Nine.

3 (A) FORM

DUPLICATE

No. 68/10734/1/2 14450

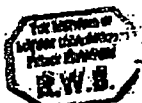
The Institute of London Underwriters.
Companies Combined Policy.

Whereas the Assured named in the Schedule herein has promised to pay forthwith a Premium at the Rate specified in the Schedule to Us, the Assurers,

Now we the Companies hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

Now know ye that we the Assurers do hereby bind ourselves, each COMPANY for itself only and not one for another and in respect only of the due proportion of each Company, to pay to the Assured or the Assured's Executors or Administrators, all such loss, damage or liability as herein provided that the Assured may sustain during the stated period, not exceeding in all the sum insured, as properly apportioned to the sums, or to the percentages or proportions of the sum insured, subscribed against our names respectively. If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

In witness whereof we the said Assurers have subscribed our names and sums assured in London as hereinafter appears, and the Manager and Secretary of The Institute of London Underwriters has subscribed his name on behalf of each of us.



Signed

[Handwritten signature]

Manager and Secretary,
The Institute of London Underwriters.

Note. This Policy must bear the seal of The Institute of London Underwriters Policy Department.



THE INSTITUTE OF LONDON UNDERWRITERS



SCHEDULE

POLICIES		I.L.U. REF. No.	
		C68 28580	5 8 68
AMOUNT, PERCENTAGE OR PROPORTION	COMPANY	REFERENCE	
7,970,000	ORION INSURANCE CO LTD T A/C	N5573678138	
7,480,000	ANDREW WEIR INS CO LTD	MP6670X727X	
4,990,000	THE LONDON & OVERSEAS INS CO LTD A A/C	VRR14333	
4,990,000	ENGLISH & AMERICAN INS CO LTD M A/C	44N3357	
7,900,000	SCOTTISH LION INSURANCE CO LTD	1010N327367	

26,180,000 T

TOTAL (T) OR FORWARD (F)

Now therefore this Policy is subject to the same terms, clauses, limitations and conditions as the identical subject matter and risk, as more fully set forth in the above mentioned Lloyd's Policy.

DATED in LONDON, the Fourth day of May, One Thousand Five Hundred and Sixty-eight

SCHEDULE.

Policy No. 68/10754/3/B 14490

Name and Address of the Assured: COLOMBIA NITROGEN CORPORATION AND/OR
COLOMBIA NITRO CORPORATION

P.O. Box 1485, Augusta, Georgia

Rate or Premium: U.S.\$527.25 part of U.S.\$1,250.00 being a first instalment premium
and further instalments are due and payable as follows:-
15th February, 1969 U.S.\$527.25
15th February, 1970 U.S.\$527.25

Period of Insurance

From: Thirteenth February, 1968 To: Thirteenth February, 1971

Both days/... such further period or periods as may be mutually agreed upon:
At 11.00 a.m. Local Standard Time

The Risk and Sum Insured hereunder:
50% of
26.15% part of 100% of the limits as more fully set forth in the
Lloyd's Policy No. 65/10754/3/B 402286.

Whereas Certain Underwriters at Lloyd's London have issued an Excess Umbrella
Liability Policy No. 65/10754/3/B 402286.

Now therefore this Policy is subject to the same terms, clauses, limitations
and conditions on the identical subject matter and risk, as more fully set
forth in the above mentioned Lloyd's Policy.

DATED in LONDON, Thirteenth day of May, One Thousand Nine Hundred and Sixty-eight

J (A) FORM

In all communications please quote
the following reference

635

68/10754/3/B 14450

The Institute of London Underwriters
Companies Combined Policy.

E.I.



This Policy is subscribed by Insurance Companies
Members of The Institute of London Underwriters,
40, Lime Street,
London, E.C.3.

COLMBIA HYDROGEN CORPORATION

PRINTED IN ENGLAND.
WYNDLEY & CO. LTD.

CONFIDENTIAL

2016-001140 Record on Appeal 1215

LON000126

Attaching to and forming part of Lloyd's Policy No. 68-10754-3 (b)

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Amount assured shared between the Members of those Syndicates.									
Amount, Percentage or Proportion.	Syndicate No.	Underwriters' Reference.	Amount, Percentage or Proportion.	Syndicate No.	Underwriters' Reference.	Amount, Percentage or Proportion.	Syndicate No.	Underwriters' Reference.	
Lines signed hereunder are of 100% of 50%.									
AMOUNT, PERCENTAGE OR PROPORTION PER CENT			L.P.S.O. No. & DATE 635 38948 12			UNDERWRITER'S REF.			
10.47	989	Q85A406809A7	1.50	129	11AR				
6.22	679	360X34181357	1.00	60	1ANX3576				
7.18	77A	NA72022MH8NO	.50	427	NM6A 91067				
.80	49	NA73027MH8NO	1.00	56A	LS				
5.99	763	IC21634	.50	555	LT155				
.75	905	IC01718	.50	276	50C3924				
2.00	286	5026T7A1454C	.75	16	31019037				
4.99	620	NM13/25	2.49	652	9719820030T7				
3.40	634	Q8NM47	2.00	61A	NA72022MH8NO				
2.49	366	0112948		91A	1SLO109N7020				
4.18	231	TPHL 52827							
.31	373	TPHL 52827							
2.49	768	151P8099T707							
2.49	35	50015567							
1.25	64	50015567							
1.00	300	R752							
1.50	151	4000A4476TX							
2.49	211	R0451205T67							
2.40	207	AA9HB21X5T67							
TOTAL LINE			TOTAL LINE 73.97						

STEWART, SMITH & Co., Ltd.

1, SEETHING LANE, LONDON, E.C.3.

70/021073
62318 * 22 JAN 1970

ENDORSEMENT ON POLICY No. 68-10754-3(b) 38948

No Policy or other Contract dated on or after 1st January, 1974, will be recognised by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

IN THE NAME OF: COLUMBIA NITROGEN CORPORATION.

It is hereby understood and agreed that in respect of occurrences happening on and after 13th February 1969, the participation of Underwriters' listed in Schedule (b) of policy is increased from 71.52% part of 100% of 50% of limits to 72.02% part of 100% of 50% of limits.

It is further understood and agreed that the increase is taken by Syndicate 60.

In view of the foregoing Lloyd's proportion of the total sum insured is increased by .50% part of 100% of 50% of limits and an instalment premium of \$922.75 has been paid.

All other terms and conditions remain unchanged.

BB10324Y.

TO BE USED FOR THE PURPOSES OF THE POLICY

to which we agree
R. I.

LONDON 10th November 1969

CONFIDENTIAL

2016-001140-Record on Appeal 1217

LON000128

STEWART, SMITH & Co., Ltd.

1, SEETHING LANE, LONDON, E.C.3.

ENDORSEMENT ON POLICY No. 68-20754-3(b)

70/021073

62318 * 22 JAN 1970

38948

No Policy or other Contract dated on or after 1st January, 1924, will be recognised by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

IN THE NAME OF:

COLUMBIA NITROGEN CORPORATION,

It is hereby understood and agreed that in respect of occurrences happening on and after 15th February 1969, the participation of Underwriters' listed in Schedule (b) of policy is increased from 71.52% part of 100% of 50% of limits to 72.02% part of 100% of 50% of limits.

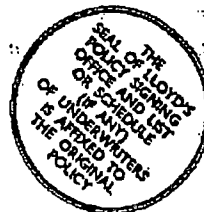
It is further understood and agreed that the increase is taken by Syndicate 60.

In view of the foregoing Lloyd's proportion of the total sum insured is increased by .50% part of 100% of 50% of limits and an instalment premium of \$922.75 has been paid.

All other terms and conditions remain unchanged.

BB10324Y.

NO. 70/001



to which we agree
R. 2.

LONDON 10th November

CONFIDENTIAL

2016-001140 Record on Appeal 1220

LON000131

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

LLOYD'S POLICY SIGNING OFFICE

Manager

[illegible]

ies signed above are of 100% or 50%

STEWART, SMITH & Co., Ltd.

1, SEETHING LANE, LONDON, E.C.3.

ENDORSEMENT ON POLICY No. 68-10754-3(b).

70/021073

62318 + 22 JAN 1970

38948

No Policy or other Contract dated on or after 1st January, 1924, will be recognised by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

IN THE NAME OF:

COLUMBIA NITROGEN CORPORATION.

It is hereby understood and agreed that in respect of occurrences happening on and after 13th February 1969, the participation of Underwriters' listed in Schedule (b) of policy is increased from 71.52% part of 100% of 50% of limits to 72.02% part of 100% of 50% of limits.

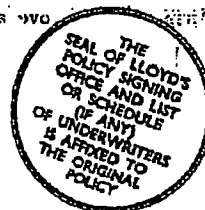
It is further understood and agreed that the increase is taken by Syndicate 60.

In view of the foregoing Lloyd's proportion of the total sum insured is increased by .50% part of 100% of 50% of limits and an instalment premium of \$922.75 has been paid.

All other terms and conditions remain unchanged.

BR10324Y.

DOE IS DOOI TO THE VVO



to which we agree

LONDON 10th November

CONFIDENTIAL

2016-001140 Record on Appeal 1222

LON000133

Now know We that We the Underwriters, members of the Syndicate(s) whose definitive Number(s) in the attached List are set out in the Table overleaf, or attached overleaf, hereby bind Ourselves, each for his own part and not one for another, and in respect of his due proportion only, to pay or make good to the Assured all such Loss and/or Damage which he or they may from time to time sustain by any one or more of the aforesaid perils during the said period within seven days after such Loss and/or Damage is proved, and so that the due proportion for which each of Us the Underwriters is liable shall be ascertained by reference to his proportion as ascertained according to the said List of the Amount, Percentage or Proportion of the total Sum assured which is in the said Table set opposite the definitive Number of the Syndicate of which such Underwriter is a member.

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

LLOYD'S POLICY SIGNING OFFICE.

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Sum Assured shared between the Underwriters of the Syndicate.

W. Ellington
Manager.

AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	L.P.S.O. NO. & DATE	FACE	AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	L.P.S.O. NO. & DATE	FACE
PER CENT	635	62318 22 1 70 1		635	62318 22 1 70 2		
9.99	772	2110504944	.25	373	TPHL52868		
4.99	417	16522020	4.00	32	0527P		
6.49	210	20101800	.50	947	2A156371003N		
3.50	311	09C	.25	896	5860XK53333		
4.00	56	34XC4842	1.50	510	6400		
3.00	190	7716002460	.50	60	LAMX4441		
3.50	219	022P359					
2.00	558	T65210144					
2.50	347	SS430					
3.00	727	9N686L0071					
.90	15	0781693					
.60	16	0781693					
2.00	109	0687615					
2.50	164	AA9355588					
2.00	404	421					
2.50	250	772L					
1.25	918	LSN059J8130					
1.50	179	641339					
1.30	917	5TUC049					
1.00	33	40084720					
.75	665	580302					
.75	975	1427518					
.75	870	LLA525C					
1.00	484	8C225726					
3.25	231	TPHL52868					
NO. OF LINES	TOTAL LINE			NO. OF LINES	TOTAL LINE		
				31	72.02		

THE LIST OF UNDERWRITING MEMBERS OF LLOYD'S IS NUMBERED 1970/2

Lines signed above are of 100% of 50%

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Amount assured shared between the Members of these Syndicates.							
Amount, Percentage or Proportion.	Syndicate No.	Underwriters' Reference.	Amount, Percentage or Proportion.	Syndicate No.	Underwriters' Reference.	Amount, Percentage or Proportion.	Syndicate No.
Lines signed hereunder are of 100% of 50%.							
AMOUNT, PERCENTAGE OR PROPORTION PER CENT BROKER L.P.S.D. NO. & DATE SYNDICATE UNDERWRITER'S REF.			AMOUNT, PERCENTAGE OR PROPORTION PER CENT UNDERWRITER'S REF.				
10.47	675	38948	1.50	129	11AR	675	38948
6.22	983	0854406809A7	1.00	60	1ANX1576	L.P.S.D. NO. & DATE	
7.18	679	360X34181357	.50	427	NM68 91067	SYNDICATE UNDERWRITER'S REF.	
.80	278	NA72022MH8NO	1.00	568	LS		
5.99	49	NA72022MH8NO	.50	555	LT155		
.75	763	1G21634	.50	276	50C3524		
2.00	909	1C01718	.75	16	31019037		
4.99	286	502677A1454C	2.49	652	9219A2003077		
3.49	620	NM13/25	2.00	618	NA72022MH8NO		
2.49	634	08N447		918	1SLO109N7020		
4.18	365	Q112348					
.31	231	TPM.52827					
2.49	373	TPM.42827					
1.25	768	151F8099T707					
1.00	35	50015567					
1.50	44	50015567					
2.49	300	A752					
2.49	151	4000A4476TX					
2.49	711	80451205767					
2.49	207	AA8W821Y5T67					
TOTAL LINE			TOTAL LINE				

68/038261
68/038262

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

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



No Policy or other Contract dated on or after 1st Jan., 1964, will be recognised by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

LLOYD'S RENEWAL POLICY

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

Any person not an Underwriting
Member of Lloyd's subscribing this Policy,
or any person entering the same if so
subscribed, will be liable to be presented
against Lloyd's Seal.

Printed at Lloyd's, London, England.

36801 / 1968

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

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

LLOYD'S POLICY SIGNING OFFICE.

W. G. G. G.
MANAGER

635

SCHEDULE

Renewal Policy No.	68/10754/3/A 14430	Type of Insurance	HOUSE FIRE AND MARINE
Original Policy No.	65/10754/3/AB 402266		
The Assured	COLONIAL TRADING CORPORATION AND/OR COLONIAL TRADING CORPORATION		
The renewal premium	U.S.\$1,816.75 part of U.S.\$2,500.00 being a first instalment premium and "		
The period			
from	Thirteenth February, 1968	to	Thirteenth February, 1971
both days inclusive	at 12.01 a.m. Local Standard Time		

Dated in London, the

13th February, 1968

Endorsement(s) (if any) at foot of this Policy

*Further instalments are due and payable as follows:-

13th February, 1969 U.S.\$1,816.75
13th February, 1970 U.S.\$1,816.75

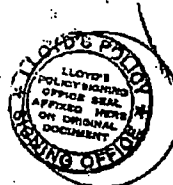
This Policy being for 72.67% covers the due rate proportion of the risks and liability set forth herein.

NAMES AND SHARES OF THE UNDERWRITERS

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

- The Table above referred to being a Table showing:-
- the definitive numbers of the Syndicates the members of which are parties to this Insurance; and
 - the amounts underwritten for, or the percentage or proportion of the total sum insured underwritten for each Syndicate and shared among its members.

11.2.68.
NMA, 1964



CONFIDENTIAL

2016-001140 Record on Appeal 1225

LON000136

DUPLICATE



Renewal Policy

The Abstract is requested to read this Abstract Publicly
each, if it is incorrect, return it immediately for alteration.

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

(b) The following Descriptions
sign 71.38% part of 100%
of 50% of limits

— १०५५१६

[illegible]

24 JUL 1955
EX-110

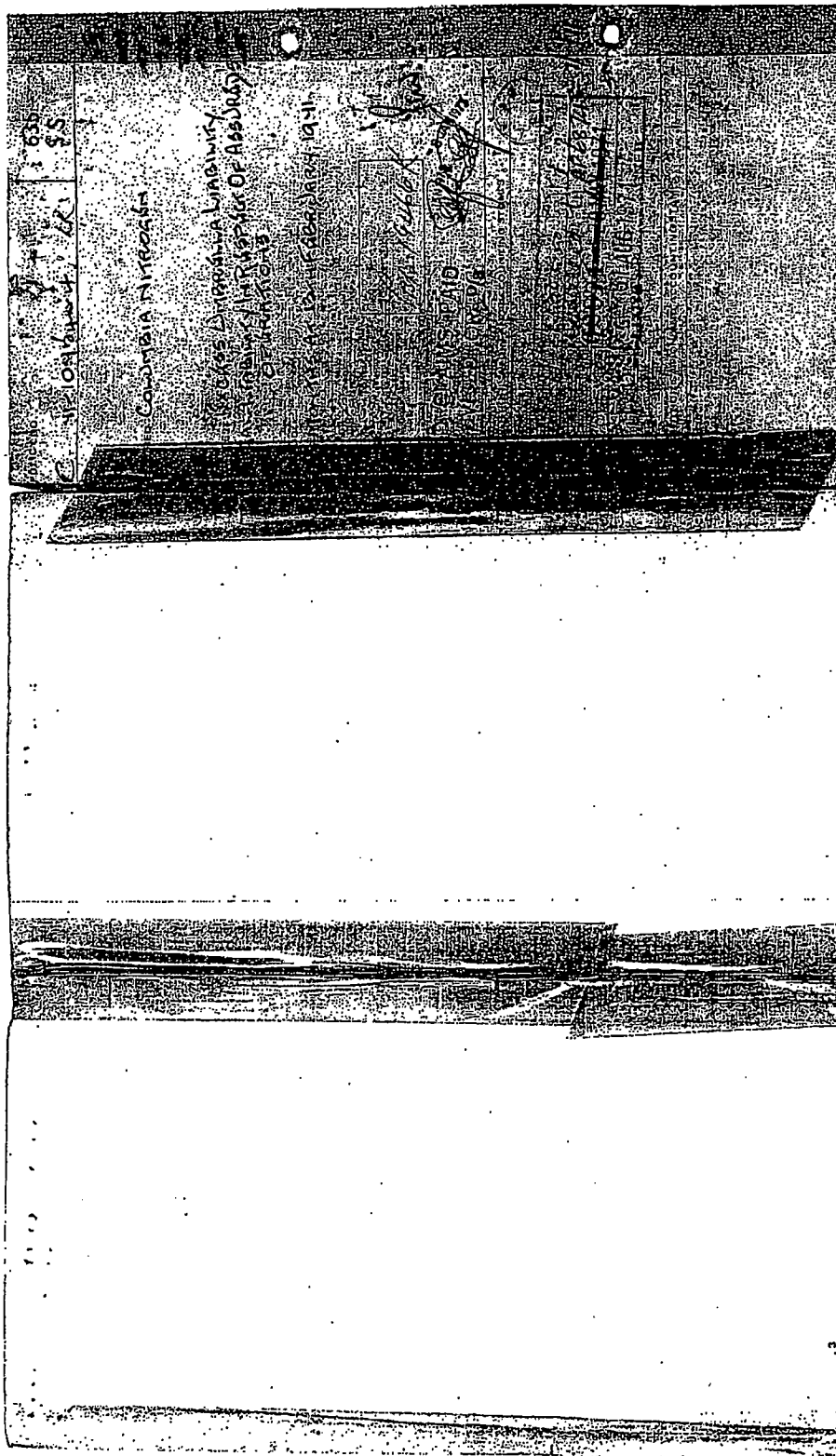
635	36801	12
853	TPH152808	
92	05278	
949	261563T1003M	
896	5860XK533	
SIC	6N00	
DE TIME	TOTAL TIME	
30	71.52	-

73. #26

LON000137

EXHIBIT 6

2016-001140 Record on Appeal 1227



CONFIDENTIAL

2016-001140 Record on Appeal 1228

LON000138

STEWART SMITH & CO. LTD.		635 S.S.	
POLICY NO.		REG. NO. 193 19466 K	
REGISTRATION			
B.O.T. CODE 4	REGISTRATION CATEGORY	YEAR 71	MONTH 2
ASSURED/ACCOUNT COLUMBIA NITROGEN.		ADJUSTABLE YES NO	
COUNTRY OF ORIGIN U.S.A.	MARINE	NON MARINE A	AVIATION
CURRENCY US\$			
SIGNED LINE	GROSS PREMIUM		
TOTAL	100.00% 1500.00		
LLOYDS	73.50 1437.50		
ILU	26.50 662.50		
COMPANIES	26.50 662.50		
SIGNING SLIPS		XEROX COPY	
YES	NO	YES	NO
			3
SPECIAL INSTRUCTIONS NO TAX 2-1-63			
AGENCY S. New York	AGENCY REF. LCT/E 3-119A	NA PREM. HEREON 185589	
BUREAU SCHEME NO.		BROKERS COVER NO.	

TYPE:

FORM:

ASSURED:

PERIOD:

INTEREST:

SUM INSURED:

SITUATION:

CONDITIONS:

PREMIUM:

BROKERAGE:

EXCESS UMBRELLA

Short Umbrella

COLUMBIA NITROGEN

36 Months at date

Legal Liability

POLICY FOR LIMIT

\$3,000,000

EXCESS OF:

\$1,000,000

WHICH EXCESS OF:

Primary Limits and

OR:

\$10,000

Worldwide.

30 Days Cancellation

O.D. and Products

S & P NMA.1685

\$7,500 payable 1

25%.

WRITTEN LINES OF ORDER CLOSED
PART WHOLE 100 100

- (1) SS COLLECTIVE POLICY SIGNING CLAUSE NO. 1.
(2) U.S. TAX AS APPLICABLE PAYABLE BY COMPANIES.
(3) AGREED TO RENEW BY RENEWAL RECEIPT IF REQUIRED WITHOUT
PRODUCTION OF OLD SLIP OR POLICY.
(4) AGREED TO ISSUE SLIP POLICY IF REQUIRED.
(5) L/U AGREEMENT NMA.

CONFIDENTIAL

2016-001140 Record on Appeal 1230

LON000140

635 S.S.		Control No. PB8194 66K		San News Grid		CLOSING INSTRUCTIONS		23 APR 1971								SL6
INSURERS	LINE %	COMM	TAX	INITIAL SIGNING			CLOSING No 1		CLOSING No 2		CLOSING No 3		CLOSING No 4			
				GROSS	NETT	COMPANY REF No	GROSS	NETT	GROSS	NETT	GROSS	NETT	GROSS	NETT		
Excesso	6.17	25	-	154.25	105.69											
Excesso	4.44			111.00	83.25											
New London	4.44	25	4	123.50	87.69											
Heliosline	1.65			41.25	29.28											
Integum	4.94			123.50	87.69											
Stronghold	2.47			12.75	8.84											
Lois	1.65			41.25	29.28											
LLOYDS	73.74	25	-	1543.50	1282.63											
LLOYDS ILL. SURPLUS																
ILLI ILLINOIS LICENSED																
ILLU																
COLLECTIVE COYS	26.25	-		651.50	474.71											
OTHER COYS																
TOTAL	100.1			2500.00	1854.35											
LLOYDS 100% N.A.					1475.00											
COMPANIES 100% N.A.					379.00											
FOR POLICY DEPT USE						DEBIT NOS										
	POLICY	CLOSING 1	CLOSING 2	CLOSING 3	CLOSING 4	NOS	NETT	NOS	NETT	NOS	NETT	NOS	NETT	NOS	NETT	
LLOYDS	12-1-71 11/5															
ILLU																
COLLECTIVE	10-1-71 11/5															
OTHERS																

CONFIDENTIAL

2016-001140 Record on Appeal 1231

LON000141

STEWART SMITH & CO. LTD.				635 SS	CURRENCY	GROSS PREMIUM		INITIAL SYND/COV.	
ATTACHING TO POLICY NO.		ENDORSEMENT REF.				IN ALL	MARINE WAR		
71/10754/4					TOTAL				
REGISTRATION					LLOYDS				
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH		ILU				
ASSURED/ACCOUNT		LEADING UNWR.			COMPANIES				
COLUMBIA NITROGEN ETAL		<i>Wm</i>							
HEREBY NOTED AND AGREED effective <i>14th</i> <i>Wm</i> May 1971 named insured amended to: COLUMBIA NITROGEN CORPORATION AND/OR NIPRO INC.									
ENDORSEMENT NO.				DEBIT/CREDIT NO.					
L.P.S.O. NUMBER AND DATE STAMP					I.L.U. NUMBER AND DATE STAMP				
SL6									

CONFIDENTIAL

2016-001140 Record on Appeal 1232

LON000142

635 S.S.				Control No. PBA 19466K				CLOSING INSTRUCTIONS												SLG
INSURERS	LINE %	COMM	TAX	INITIAL SIGNING			CLOSING No 1		CLOSING No 2		CLOSING No 3		CLOSING No 4							
				GROSS	NETT	COMPANY REF No	GROSS	NETT	GROSS	NETT	GROSS	NETT	GROSS	NETT						
Excess	2.10	✓	25	62.50	39.38	71-10754-1	52.50	39.38												
Excess	5.00	✓		135.00	101.25	71-10754-2	135.00	101.25												
New London	6.00	✓	25	150.00	102.50	71-10754-3	150.00	102.50												
Marshall	2.00	✓		50.00	35.50	71-10754-4	50.00	35.50												
Turkey	6.00	✓		150.00	102.50		150.00	102.50												
Stirling	3.00	✓		75.00	53.25	71-10754-7	75.00	53.25												
LLP	2.00	✓		50.00	35.50		50.00	35.50												
LLOYDS	73.50	25		192.50	137.13		187.50	137.13												
LLOYDS ILL. SURPLUS																				
ILLINOIS LICENSED																				
ILLU																				
COLLECTIVE COYS	24.50			62.50	47.87		62.50													
OTHER COYS																				
TOTAL	100.1			2500.00	1865.99		2500.00	1865.99												
LLOYDS 100% N.A.					1865.99															
COMPANIES 100% N.A.					1775.00															
FOR POLICY DEPT USE																				
POLICY	CLOSING 1	CLOSING 2	CLOSING 3	CLOSING 4	NOS	NETT	NOS	NETT	NOS	NETT	NOS	NETT	NOS	NETT						
LLOYDS	147.71				8819.44	1555.99														
ILLU																				
COLLECTIVE	147.71																			
OTHERS																				
DEBIT NOS																				

CONFIDENTIAL

2016-001140 Record on Appeal 1233

LOND00143

635 SMI		Control No. P&B 194 LLM		CLOSING INSTRUCTIONS												SL6
INSURERS	LINE %	COMM	TAX	INITIAL SIGNING			CLOSING No 1		CLOSING No 2		CLOSING No 3		CLOSING No 4			
				GROSS	NETT	COMPANY REF NO.	GROSS	NETT	GROSS	NETT	GROSS	NETT	GROSS	NETT		
EXCESS	2.00	25	-	52.50	39.38	8872 11 MAY 1972 6284178	52.50	39.38								
EXCESS	5.40			115.00	101.25		135.00	101.25								
NEW LONDON	5.00	25	4	150.00	106.50		150.00	106.50								
HELVETIA	2.00			50.00	35.50		50.00	35.50								
PIRELLA	6.00			150.00	106.50		150.00	106.50								
STRONG HEND	3.00			75.00	53.25		75.00	53.25								
LEH	2.00			85.00	61.50		85.00	61.50								
LLOYDS	72.90	15	-	1822.50	1366.87		1822.50	1366.87								
LLOYDS ILL. SURPLUS																
ILLINOIS LICENSED						CURRENCY										
ILLU						USD										
COLLECTIVE COYS	27.10			677.50	488.52		677.50	488.52								
OTHER COYS						OFFICE FILE No.										
TOTAL	100.00			2500.00	1855.39		2500.00	1855.39								
LLOYDS 100% N.A.					1855.00			1855.00								
COMPANIES 100% N.A.					1775.00			1775.00								
FOR POLICY DEPT USE																
				CLOSING 1	CLOSING 2	CLOSING 3	CLOSING 4	NOS	NETT	NOS	NETT	NOS	NETT	NOS	NETT	
LLOYDS	11 APR 1972							88222467	1855.39	88222467	1855.39					
ILLU																
COLLECTIVE	11 APR 1972															
OTHERS																

CONFIDENTIAL

2016-001140 Record on Appeal 1234.

LON000144

STEWART SMITH & CO. LTD.				635 SMI	CURRENCY	GROSS PREMIUM		INITIAL SYND/COY.	
ATTACHING TO POLICY NO.		ENDORSEMENT REF.		TOTAL	IN ALL	MARINE WAR			
REGISTRATION				LOYDS					
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH	ILU					
ASSURED/ACCOUNT			LEADING U/W/R.	COMPANIES					
COLUMBIA NITROGEN									
HEREBY NOTED AND AGREED with effect from 13th February 1972 the line of the London and Edinburgh Tower Account is amended to 2.60%. 									
ENDORSEMENT NO.				DEBIT/CREDIT NO.					
L.L.U. NUMBER AND DATE STAMP				L.L.U. NUMBER AND DATE STAMP					

STEWART SMITH Co		635 8MI	24 MONTHS AT 13th. FEBRUARY 1972									
POLICY NO. 41-14754-4		REF. NO. PBB 19466K										
REGISTRATION												
S.O.T. CODE 4	REGISTRATION CATEGORY [X]	YEAR 72	MONTH 2									
ASSURED/ACCOUNT COMMERCIAL AIRCRAFT		ADJUSTABLE YES [X] NO										
COUNTRY OF ORIGIN USA	NAVINE	NON-NAVINE A	AVIATION									
USB												
CURRENCY US \$	SIGNED LIFE	GRADE PREMIUM										
TOTAL	100%	2 500.00										
LOYD'S	72.90	1 822.50										
COMPANIES	27.10	677.50										
LLOYD'S NR 131687												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">A/P OPEN MARKET</td> </tr> <tr> <td>REF. ENTRY NO.</td> <td>PBB 19466K</td> </tr> <tr> <td>DATE</td> <td>136667</td> </tr> <tr> <td colspan="2">LLOYD'S SIGNATURE DATE & No.</td> </tr> </table>					A/P OPEN MARKET		REF. ENTRY NO.	PBB 19466K	DATE	136667	LLOYD'S SIGNATURE DATE & No.	
A/P OPEN MARKET												
REF. ENTRY NO.	PBB 19466K											
DATE	136667											
LLOYD'S SIGNATURE DATE & No.												
LLOYD'S NR 167500												
BUREAU SCHEME NO.												
BROKERS COVER NO.												

WRITTEN % LINES PART	ORDER OF WHOLE	ORDER 100%	CLOSED FOR 100%
LPSO AUTHORIZATION AND ACCOUNTING STAMPS			
62892 * 27 APR 1972 SIGNED 5 MAY 1972			

SIGNED LINE	CLOSED LINE	NAME
3.500		417 RSM
6.500		742 LRD
1.000		943 LRD
2.000		109 KBT
1.125		15 TMM
3.75		16 S4T
2.000		918 AGO
1.500		179 GCG
2.000		727 SAM
1.500		311 KFA
1.000		620 JFB
1.000		365 PIK
3.000		210 SNM
3.500		56 ASH
7.125		568 HLQ
2.50		579 LCV
5.00		947 RGV
7.50		975 THF

16522025	[Signature]
211055	[Signature]
211055	[Signature]
068766	[Signature]
0781645	[Signature]
0781645	[Signature]
252052300530	[Signature]
641339	[Signature]
9168610071	[Signature]
0900	[Signature]
1325	[Signature]
0112948	[Signature]
2010180 G	[Signature]
X14144842X	[Signature]
18171218	[Signature]
50003010600	[Signature]
2A156571000	[Signature]
1427518	[Signature]

CONFIDENTIAL

2016-001140 Record on Appeal 1236

1391

LON000146

1.500	558	PDA	T652101W4	
-375	276	JRM	50 C3524	
3.000	190	FRW	03254802460	
-650	231	PSB	707X5286 A	
2.750	404	HEA	421	
X 2.500	772	LKD	11107 S	281
Y 1.500	417	RJM	2631303 S	EXCESS INSURANCE CO LTD
Y 7.500	989	PSG		EXCESS INSURANCE CO LTD I.C.C.
1.000	179	CCG	64	NEW LONDON REINSURANCE CO LTD
X 5.810	618	PCW	NA72950 MH 2 F	350232
X 6.190	278	HMM	NA72950 MH 2 F	HELVETIA ACCIDENT & SAVINGS CO
12.900	346	FBS	NA72950 MH 2 F	302
2.500	604	RQS	812	TUREBURN INSURANCE CO
1.000	210	SMH	201.	744 435524/382/382/5
3.000	164	GWP	AA93519F71	STRONGHOLD INSURANCE CO LTD
-500	620	JFD	9X19271	706 531674
				LONDON & LONDON GENERAL
				411 INW CO LTD TOWER PK

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2016-001140 Record on Appeal 1237

LOND000147

STEWART, SMITH & CO. LIMITED		635 SMI											
POLICY NO. 71-10754-4		REF NO. PBB19466K											
REGISTRATION													
S.O.T. CODE 4	REGISTRATION CATEGORY	YEAR 73	MONTH 2										
ASSURED/ACCOUNT COLUMBIA NITROGEN		ADJUSTABLE YES NO											
COUNTRY OF ORIGIN USA	MARINE	NON MARINE	AVIATION										
CURRENCY US\$	SIGNED LINE	GROSS PREMIUM											
TOTAL	100%	2,500.00											
LLOYDS	72.90%	1,822.50											
ILU													
COMPANIES	27.10%	677.50											
LLOYDS NA 1366-87													
<table border="1"> <tr> <td>API</td> <td>OPEN MARKET</td> </tr> <tr> <td>ENTR No.</td> <td>PBB19466K</td> </tr> <tr> <td>Lloyd's</td> <td>1366 87</td> </tr> <tr> <td>N.A.</td> <td></td> </tr> <tr> <td colspan="2">L.P.S.O. 8.3.1973 0-14 & RG.</td> </tr> </table>				API	OPEN MARKET	ENTR No.	PBB19466K	Lloyd's	1366 87	N.A.		L.P.S.O. 8.3.1973 0-14 & RG.	
API	OPEN MARKET												
ENTR No.	PBB19466K												
Lloyd's	1366 87												
N.A.													
L.P.S.O. 8.3.1973 0-14 & RG.													
BUREAU SCHEME NO.		BROKERS COVER NO.											

63615 * 30MAR 1973

Policy No. PBB19466K

SLIP POLICY - NORMAL ANNUAL RESIGNATURE
(Approved by Lloyd's Underwriters' Non-Marine Association)

Underpins certain Underwriting Members of Lloyd's (hereinafter called "the Reinsured") who subscribed Lloyd's Policy No. 71-10754-4 (hereinafter called "the Reinsured Policy") have paid 72.90% Provisional Premium to Us, who have herewith submitted our Names to resign them in respect of their liability under the Reinsured Policy during the period commencing on the 12th day of February 1973 and ending on the 12th day of February 1974.

The Reinsured agree to pay at premium hereunder that proportion of the premium due under the Reinsured Policy which is applicable to the period of this reinsurance, and the provisional premium shall be adjusted if and when necessary.

And Underpins this Policy is a reinsurance of the Reinsured Policy, and is subject to the terms and conditions contained therein and shall pay as may be paid thereon.

Now knoweth that We the Underwriters, members of the Syndicate referred to in this Slip whose names and whose respective proportions of the amount subscribed by the respective Syndicates (as stated in this Slip) appear in the list of Syndicates kept at Lloyd's current at the date hereof, hereby bind Ourselves, each for his own part and one (or another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to say or make good to the Reinsured, all Reimbursements, or any part thereof during the continuance of this Policy, not exceeding 100% of the liability accepted by the reinsured. Policy, such payment to be made after such Loss is proved.

In witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE

Dated in London, the 30th March 1973

N.M.A. 1034

GENERAL MANAGER

SIGNED LINE

AGREE TO RESIGN FOR 12 MONTHS AT 13TH FEBRUARY 1973

3.50% 417 RDM 165220LS

6.50% 772 LRD 2110555944

1.00% 943 LRD 2110505946

2.00% 109 KBT 0667615

1.125% 15 TNM 0781695

3.75% 16 SYT 0781695

2.00% 918 AGO LSL052300530

1.50% 179 GCG 641339

2.00% 727 SAM 9A686L0071

1.50% 311 KFA 09CM

1.00% 620 JFB 1325

1.00% 365 PIL 0112948

3.00% 210 SNM 20101806

3.50% 56 ASH X14N4P42X

7.25% 568 HLQ 1817XLS

2.5% 579 LOV 500030106A00

50% 947 RBV 2A156371088N

7.5% 975 TNP 1627518

63615 * 30MAR 1973

CONFIDENTIAL

2016-001140 Record on Appeal 1240

LON000150

711330A

TYPED LINES TO APPEAL

16522020	RJM	347
2110505944	LRD	3772
2110505944	LRD	3743
06B7615		109
0781695		15
0781695		165
LSLO523DO530		918
641339		179
9N686L0071		727
09CN		311
1325		620
0112948		365
20101809		210
X14N4842X		56
18171KLS		568
500C30106A00		579
2A156371088N		947
1427518		975
T65210144		558
50C3524		276
03254BU24600		180
707X5286A		231
421		494

6.00% NEW LONDON RESEARCH
3507387-111
6.00% HELVETIA AG
6.00% MOREGEM-426582/AB27A
3.00% STRONGER-53101A

CONFIDENTIAL

2016-001140 Record on Appeal 1241

LON000151

ATTACHING TO AND FORMING PART OF
71-10754-A COLUMBIA NITROGEN

Due heron a Return Premium
of \$ 1843.50 (Lloyd's ppn)
for cancellation of Lins
w.e.f. from inception
N.A. \$ 1382.23 (Lloyd's ppn)

~~LP.S.O. CONTRACT SCHEME~~	
~~NOTE~~ OPEN MARKET	
BROKERS ACCOUNTING REF	
No: <u>PDB 19466K</u>	
PLEASE QUOTE OUR RATES IN ALL COMMUNICATIONS	
PM 100% NA	
BP 1,875.00	
LP.S.O. SIGNING No.	
68743 * 31 AUG 1974	

Inf: Lins 524 Lins
not deducted. Therefore signed
Lins were all incorrect
DJ

STEWART SMITH & CO. LIMITED

ATTACHING TO AND FORMING PART OF
71-10754-A COLUMBIA
NITROGEN.

Due heron a Premium
of \$ 1837.50 (Lloyd's ppn)
in respect of: Correct sign-
ing (See Green Lins)

~~LP.S.O. CONTRACT SCHEME~~	
~~NOTE~~ OPEN MARKET	
BROKERS ACCOUNTING REF	
No: <u>PDB 19466K</u>	
PLEASE QUOTE OUR RATES IN ALL COMMUNICATIONS	
PM 100% NA	
BP 1,875.00	
LP.S.O. SIGNING No.	

CONFIDENTIAL

2016-001140 Record on Appeal 1242

LON000152

Stewart Wrightson Limited				635 SMI	CURRENCY US \$	GROSS PREMIUM IN ALL		MARINE WAR		INITIAL SYNDICATE
ATTACHING TO POLICY NO. 71-10754-4/5				ENDORSEMENT REF. PBB19466K	TOTAL	585.00				
REGISTRATION					LLOYDS	426.47				
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH		ILU					
ASSURED/ACCOUNT COLUMBIA NITROGEN				LEADING	COMPANIES	58.53				
It is hereby noted and agreed that effective November 12th, 1973, this Policy is cancelled short rate. Information: Producer lost complete account. RP. \$ 585.00 Net \$ 434.16 BF 28673P 11/15/1974										
ENDORSEMENT NO.				DEBIT/CREDIT NO. BF 28673P						
L.P.S.O. NUMBER AND DATE STAMP 39/158/8/73				L.L.U. NUMBER AND DATE STAMP						

A/P	DET
H/P	PBB19466K
LLOY	319.85
N.A.	
L	68628-26715-974
100	



ENDORSEMENT

DEED
OF 28693P

POLICY CONTROL
13319066K

ADDITIONAL PREMIUM \$

NA 434

RETURN PREMIUM \$

585.00

Attached to and forming part of Cover Note No. L 71E 3-119A

in the name of COLUMBIA NITROGEN CORPORATION and/or COLUMBIA NIPRO CORPO

Effective date of this endorsement is November 12, 1973 Endorsement No. 6

In consideration of the above return premium, it is understood and agreed that this Cover Note is cancelled short rate effective November 12, 1973.

Hand
London CN# 71-10754-4
Gross Prem. 585.00
Commission 20 %
Federal Tax 2.1 %
(on 22.90 %)

Even
London CN# 71-10754-4
Gross Prem. 585.00
Comm. London 20 %
Federal Tax 2.1 %
(on 7.50 %)

Co
London CN# 71-10754-4
Gross Prem. 585.00
Comm. London 20 %
Federal Tax 4 %
(on 13.60 %)

LLOYDS POLICY SIGNING OFFICE
This RETURN has been settled
on behalf of all the Syndicates
Subscribing to this policy
68628 * 26 FEB 1974

V.A.T.		
CLASS	COMM. AMOUNT	V.A.T. AMOUNT
EXEMPT		X
ZERO		X
STANDARD	X	

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STEWART, SMITH MANAGEMENT CORP

DATED: January 9, 1974 jmb

By _____

CONFIDENTIAL

2016-001140 Record on Appeal 1243

LON000153

CONFIDENTIAL

2016-001140 Record on Appeal 1244

LON0000154

CONTROL NO: PBB19466K

FILE NO: 71-10754-4

ENTRY NO: HF28693P

RETURN PREMIUM

CURRENCY: US \$

INSURER	PROPORTION	COMMIT	TAX	O/R	A/C	GROSS	NET	100% N/A	REFERENCE
EXCESS	2.10000%	25.000%				12.28	9.21	438.75	COLUMBIA NITROGEN
EXCESS	5.40000%	25.000%				31.59	23.69	438.75	70/80
NEW LONDON REINSURANCE CO LTD.	6.00000%	25.000%	4.000%			35.10	24.92	415.35	350738
HELVETIA ACCIDENT SWISS INS. CO.	2.00000%	25.000%	4.000%			11.70	8.31	415.35	B0165711
TURSDEN INS. CO.	6.00000%	25.000%	4.000%			35.10	24.92	415.35	425582/382/382/5
STROGHOLD	3.00000%	25.000%	4.000%			17.55	12.46	415.35	S31674
LONDON AND EDINBURGH GENERAL	2.60000%	25.000%	4.000%			15.21	10.60	415.35	COLUMBIA NITROGEN
LLOYD'S	72.90000%	25.000%				426.47	319.85	438.75	
COLLECTIVE Companies	27.10000%					158.53	114.31		
TOTAL TO CLOSE	100.00000%					585.00	434.16		

E.I. COLO
SETTLED
12 MAR 1974
D. A. T. 154

CONFIDENTIAL

2016-001140 Record on Appeal 1245

LON000155

STEWART SMITH & CO. LTD.				635 SMI	CURRENCY	GROSS PREMIUM	MARINE WAR
ATTACHING TO POLICY NO. 71/10754/4		ENDORSEMENT REF.		IN ALL			
REGISTRATION		TOTAL					
SERIAL	REGISTRATION CATEGORY	YEAR	MONTH	LOYDS			
ASSURED/ACCOUNT COLUMBIA NITROGEN		LEADING U.S.		ILU			
				COMPANIES			

HEREBY noted and agreed with effect from inception to add to schedule of underlying insurances the following policy.

Aircraft liability \$1,000,000 C.S.L. U.S.A.I.G.
(Non-ownership)

INFORMATION:

Included in first million schedule.

ENDORSEMENT NO.	DEBIT/CREDIT NO.
U.S.O. NUMBER AND DATE STAMP	I.L.U. NUMBER AND DATE STAMP

BEFORE DEADING FILES CHECK

ALL ORIGINAL SLIPS IN FILE.	✓
ALL A.P.S / R.P.S. COMPLETE.	✓
ALL DOCUMENTS RETURNED FROM CLAIMS DEPT.	✓
ALL PREMIUM ADJUSTMENTS COMPLETED.	✓
R/I FILES IN ORDER.	✓
SUSPENSE LIST CLEAR.	✓

15

LNJ937 5 12 73

JJC NM

COLUMBIA NITROGEN NJL191 CANCELLATION NOTED AND AGREED

REVC PTY/CAS

PH 1345

CONFIDENTIAL

2016-001140 Record on Appeal 1247

LON000157

75

NJL191 30/11/73

128

PTYCAS REVO

COLUMBIA NITROGEN 71-E3-119/A 71-10754-5-4 PRODUCER ADVISE
COVERAGE REPLACED NOV12 WITH UNIGARD MUTUAL AS HE ALSO LOST
ACCOUNT CONFIRM S/R CANCELLATION

JJC

4:00 CAF

STEWART SMITH & Co., Ltd.

1, SEETHING LANE, LONDON, E.C.3.

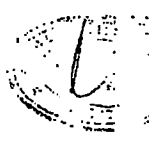
ENDORSEMENT ON POLICY No. 71/10734/4

COLUMBIA NITROGEN

HEREBY noted and agreed with effect from inception
to add to schedule of underlying insurances the
following policy.

Aircraft liability \$1,000,000 Combined Single Limits
U. S. Aviation Insurance Group
(Non-Ownership).

to which we agree
E.I.


LONDON 10th August 1972

Attaching to and forming part of Insurance Companies Collective Policy No. 71-10754-4

Endorsement No.

COLUMBIA NITROGEN CORPORATION

It is hereby understood and agreed that notwithstanding anything contained in the above mentioned policy to the contrary the Companies limit of liability has increased to 27.10% part of 100% of this policy in respect of occurrences arising on and after the 13th February, 1972.

London & Edinburgh General Ins. Co. Ltd., increased to 2.60%.

Proportion of Additional Premium
Return

For and on behalf of the Assurers named in the said Policy for the proportions specified therein.

IN WITNESS WHEREOF I being a representative of the Leading Office which is duly authorised by the Assurers have hereunto subscribed my name on their behalf this
day of One Thousand Nine Hundred and

P B B. 19466K

E.I. Co.
LTD.

Attaching to and forming part of Insurance Companies Collective Policy No. 71-10754-4

Endorsement No. _____

COLUMBIA NITROGEN CORPORATION

It is hereby understood and agreed that notwithstanding anything contained in the above mentioned policy to the contrary the Companies limit of liability has increased to 27.10% part of 100% of this policy in respect of occurrences arising on and after the 13th February, 1972.

London & Edinburgh General Ins. Co. Ltd., increased to 2.60%.

Proportion of Additional
Return Premium

For and on behalf of the Assurers named in the said Policy for the proportions specified therein.

IN WITNESS WHEREOF I being a representative of the Leading Office which is duly authorised by the Assurers have hereunto subscribed my name on their behalf this
day of One Thousand Nine Hundred and

CONFIDENTIAL

2016-001140 Record on Appeal 1251

LON000161

62892 * 27 APR 1972

STEWART, SMITH & Co., LTD.

1, SEETHING LANE, LONDON, E.C.3.

ENDORSEMENT ON POLICY No. 71-10754-4



COLUMBIA NITROGEN CORPORATION

In consideration of the payment of the sum of \$1,822.50 being the premium due hereon at 13th February, 1972. It is understood and agreed that in respect of occurrences occurring on and after the 13th February, 1972 the participation of Underwriters under this policy is reduced from 73.50% part of 100% to 72.90% part of 100% and with effect from 13th February 1972 the Underwriters subscribing to this policy are assigned hereon.

All terms, conditions and exclusions remain unaltered.

No Policy or other Contract dated on or after 1st January, 1824, will be recognised by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

BB 22244E



to which we agree
B.2

PRB. 19466K

LONDON 30th March, 1972.

CONFIDENTIAL

2016-001140 Record on Appeal 1252

LON000162

How Know Ye that We the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting

Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, such payment to be made after such loss, damage or liability is proved and the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentages or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which each Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representative and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.

LLOYD'S POLICY SIGNING OFFICE

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Insured hereunder shared between the Members of these Syndicates.

General Manager.

AMOUNT, PERCENTAGE OR PROPORTION PER CENT	BROKER	L.P.S.O. NO. & DATE	PAGE	AMOUNT, PERCENTAGE OR PROPORTION	BROKER	L.P.S.O. NO. & DATE	PAGE
	635	62892 27 4 72 1			635	62892 27 4 72 2	
	SYNDICATE UNDERWRITER'S REF.				SYNDICATE UNDERWRITER'S REF.		
3.500	417	16522025		7.500	989		
6.500	772	2110555944		1.000	179	64	
1.000	943	2110555944		5.810	618	NA72950MH2F0	
2.000	109	0687615		4.190	278	NA72950MH2F0	
1.125	15	0781695		2.900	348	NA72950MH2F0	
.375	16	0781695		2.500	604	812	
2.000	918	L510523D0530		1.000	210	201	
1.500	179	641339		3.000	164	AA93519F71	
2.000	727	9H686L0071		.500	620	9X19271	
1.500	311	09CM					
1.000	620	1325					
1.000	365	0112948					
3.000	210	20101806					
3.500	56	X14N4842X					
.725	568	18171XLS					
.250	579	500C30106A00					
.500	947	2A156371088N					
.750	975	1427518					
1.500	558	T65210144					
.375	276	50C3524					
3.000	190	03254802460					
.650	231	707X5286A					
2.750	404	421					
2.500	772	111075					
1.500	417	2631303S					
	No. of Synd.	TOTAL LINE			No. of Synd.	TOTAL LINE	
					34	72.900	

THE LIST OF UNDERWRITING MEMBERS OF LLOYD'S IS NUMBERED 1972/4

62892 * 27 APR 1972

STEWART, SMITH & Co., Ltd.

1, SEETHING LANE, LONDON, E.C.3.

ENDORSEMENT ON POLICY No. 71-16754-4

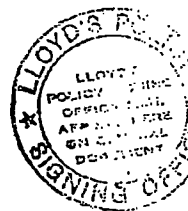
COLUMBIA NITROGEN CORPORATION

In consideration of the payment of the sum of \$1,822.50 being the premium due hereon at 13th February, 1972. It is understood and agreed that in respect of occurrences occurring on and after the 13th February, 1972 the participation of Underwriters under this policy is reduced from 73.50% part of 100% to 72.90% part of 100% and with effect from 13th February 1972 the Underwriters subscribing to this policy are assigned hereon.

All terms, conditions and exclusions remain unaltered.

No Policy or other Contract dated on or after 1st January, 1924, will be recognised by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

RB 22244E



to which we agree

B. 1.

LONDON 30th March, 1972.

CONFIDENTIAL

2016-001140 Record on Appeal 1254

LON000164

How Know We that we the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting
Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, such payment to be made after such loss, damage or liability is proved and the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which each Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In WITNESS whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.

(NM)

LLOYD'S POLICY SIGNING OFFICE

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Insured hereunder shared between the Members of those Syndicates.

AMOUNT, PERCENTAGE OR PROPORTION PER CENT	ORDER	L.P.S.O. NO. & DATE	PAGE
3.500	635	62892/27 4/72 1	
6.500	417	16522025	
1.000	772	2110555944	
2.000	943	2110555944	
1.125	109	0687615	
1.375	15	0781695	
2.000	16	0781695	
1.500	918	LSC0523D0530	
2.000	179	641339	
1.500	727	9H686L0071	
1.000	311	09CM	
1.000	620	1325	
1.000	365	0112948	
3.000	210	2010180G	
3.500	56	X14N4842X	
.725	568	18171XLS	
.250	579	500C30106A00	
.500	947	2A156371088N	
.750	975	1427518	
1.500	558	T65210144	
2.375	276	50C3524	
3.000	190	03254802460	
.650	231	707X5286A	
2.750	404	421	
2.500	772	11107S	
1.500	417	2631303S	
	NA OF SYND	TOTAL LINE	

AMOUNT, PERCENTAGE OR PROPORTION

7.500
1.000
5.810
4.190
2.900
3.500
1.000
3.000
.500

THE LIST OF UNDERWRITING MEMBERS OF LLOYD'S IS NUMBERED 1972/4.

ORDER	L.P.S.O. NO. & DATE	PAGE
635	62892/27 4/72 1	
989	UNDERWRITING'S	
179	64	
618	NA72950MH2F0	
278	NA72950MH2F0	
346	NA72950MH2F0	
604	B12	
210	201	
154	AA93519F71	
620	9X19271	
	NA OF SYND	TOTAL LINE

34 72.900

STEWART, SMITH & Co., Ltd.

1, SEETHING LANE, LONDON, E.C.3.

ENDORSEMENT ON POLICY No. 71-10754-4

62892 * 27 APR 1972

COLUMBIA NITROGEN CORPORATION

In consideration of the payment of the sum of \$1,822.50 being the premium due hereon at 13th February, 1972. It is understood and agreed that in respect of occurrences occurring on and after the 13th February, 1972 the participation of Underwriters under this policy is reduced from 73.50% part of 100% to 72.90% part of 100% and with effect from 13th February 1972 the Underwriters subscribing to this policy are assigned hereon.

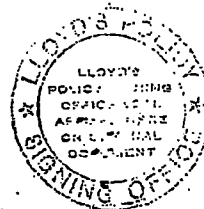
All terms, conditions and exclusions remain unaltered.

No Policy or other Contract dated on or after 1st January, 1924, will be recognised by the Committee of Lloyd's as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

BB 22244E

to which we agree
E. 1

LONDON 30th March, 1972.



CONFIDENTIAL

2016-001140 Record on Appeal 1256

LON000166

How Know We that We the Underwriters, Members of the Syndicates whose definitive numbers in the attached List of Underwriting

Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, such payment to be made after such loss, damage or liability is proved and the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this policy, leaves the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representative and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.

(NM)

LLOYD'S POLICY SIGNING OFFICE,

W. Ellington

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Insured hereunder shared between the Members of those Syndicates.

General Manager.

AMOUNT, PERCENTAGE OR PROPORTION PER CENT	SYNDICATE	L.P.S.O. NO. & DATE	SHARE	AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	L.P.S.O. NO. & DATE	SHARE
3.500	635	62892 27 4 72 1	1	7.500	635	62892 27 4 72 1	1
6.500	417	16522025		1.000	989		
1.000	772	2110555944		5.810	179	64	
2.000	943	2110555944		4.190	618	NA72950MH2F0	
1.125	169	0687615		2.900	278	NA72950MH2F0	
.375	15	0781695		2.500	346	NA72950MH2F0	
2.000	16	0781695		1.000	604	812	
1.500	918	LSL052300530		3.000	210	201	
2.000	179	641339		.500	184	AA93519F71	
1.500	727	9H68610071			620	9X19271	
1.000	311	09CM					
1.000	620	1325					
1.000	365	0112948					
3.000	210	20101806					
3.500	56	X14N4842X					
.725	568	18171XLS					
.250	579	500C30106A00					
.500	947	2A156371088N					
.750	975	1427518					
1.500	558	T65210144					
.375	276	50C3524					
3.000	190	Q3254802460					
.650	231	707X5286A					
2.750	404	421					
2.500	772	11107S					
1.500	417	2631303S					
	NO. OF SHRS	TOTAL LINE			NO. OF SHRS	TOTAL LINE	
					34	72.900	

THE LIST OF UNDERWRITING MEMBERS OF LLOYD'S IS NUMBERED 1972/4

118

5/11/73

P. C. W.
UNDERWRITING AGENCIES LTD.

DIRECTORS
P. E. J. CAMERON-WEBB
P. S. DIXON, F.C.A.
H. S. LAWRENCE
TELEPHONE
ROYAL 9591 (8 LINES)
TELEGRAMS
WEBBWHITE LONDON

RECEIVED
-2 JAN 1973

BILLITER BUILDINGS,
22, BILLITER STREET,
LONDON, E.C.3.

AND AT LLOYD'S

52, LOMB STREET,
LONDON, EC6N 13G.
Telegrams: 0100 1001 (10 Lines)
Telex: 603103

Messrs *Stewart Smith*

11 JAN 1973

Dear Sirs,

Our Ref: NA 950
Account:

285

Columbia Nitrogen

10254 4-5

Please accept 30 days notice on the above
insurance ~~as from~~ to 13.3.73

REF. NOW.

We are prepared to negotiate a re-instatement.

NA7295027F30

Yours faithfully,

24/3/73
NON-CARRIED

\$3m x \$1m
line 12.90/ 70% 618
30/278

Agreed waive AP. for increased revenues
for last year - w.p.

13/2/73
Sub. check of Revenues + 15 days.
Withhold

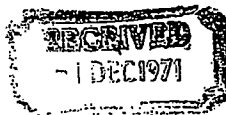
TELEPHONE
623-7100, EXT. 2703
(MR. EWINGTON)

P. C. W.

UNDERWRITING AGENCIES LTD.

DIRECTORS
P. E. J. CAMERON-WEBB
P. S. DIXON, F.C.I.
H. S. LAWRENCE

TELEPHONE
ROYAL 6661 (8 LINES)
TELEGRAMS
WEBBWRITE LONDON



BILLITER BUILDINGS,
22, BILLITER STREET,
LONDON, E.C.3.

AND AT LLOYD'S

52 LIME STREET,
LONDON EC3M. 7BS

Messrs

Stewart Smith.

- 1 DEC 1971

Dear Sirs,

Our Ref: NA. 950.
Account:

Columbia Nitrogen Corp.

Please accept 30 days notice on the above
insurance as ^{to} from 13.7.72
3. Pw

We are prepared to negotiate a re-instatement.

CARGO/NON-MARINE

\$ 3m xs \$ lw.

Yours faithfully,

Pw. 7th. 1971
Pw. 1972
Unquanta, Reins
28-30h.
Reins 71-72
31/52,000

S.A.C.R. please
Withdraw
Reserv.
Pw.

Check age
next year
Pw.

QUERIES, PLEASE PHONE
623-7100, EXT. 368
(MR. EWINGTC)

CONFIDENTIAL

2016-001140 Record on Appeal 1259

LON000169

FILE COPY

Insurance Companies Collective Policy

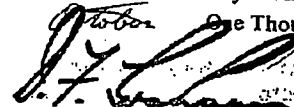
In Consideration of the Assured named in the Schedule hereto having paid premium set forth in the said Schedule to the Assurers named herein

The Assurers hereby severally agree each for the proportion set against its name to indemnify the Assured or the Assured's Executors, Administrators or Assigns against loss as set forth herein during the period of Insurance stated in the said Schedule or during any subsequent period as may be mutually agreed between the Assured and the Assurers payment to be made within Seven Days after such loss is proved.

Provided that:—

- (1) the liability of the Assurers shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Assurers.
- (2) the liability of each of the Assurers individually in respect of such loss shall be limited to the proportion set against its name or such other proportion as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Assurers.
- (3) if the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

In Witness whereof, I being a representative of the Leading Office which is duly authorised by the Assurers have hereunto subscribed my name on their behalf this 14th day of February One Thousand Nine Hundred and Seventy One


MANAGER - NON - MARINE POLICY DEPT.
EXCESS INSURANCE CO. LTD.

SCHEDULE

Policy No. **71/1075A/1/28 1966X** Premium **US\$4662.50 part of US\$12,500.00**
 being a first instalment premium *

Name and address of the Assured **COLUMBIA HYDROGEN CORPORATION AND/OR HIPOCO CORPORATION,
 P.O. Box 1485, Augusta, Georgia.**

Period of Insurance From **13th February, 1973** To **13th February, 1974** both days at 12.01 a.m. Local Standard Time

The risks and sum insured hereunder **26,500 part of 100% of limits** **HYDROGEN, HYPERGOLIC LIABILITY**

POLICY FOR LIMITS OF:

\$3,000,000 any one occurrence

AGGREGATE LIMIT OF \$10,000,000

WHICH INCLUDES OF:

Primary Limits of \$2,500,000 for unlimited perils

* And subsequent instalments are due and payable as follows:
 US\$ 4662.50 part of US\$12,500.00 - 13th February, 1973
 US\$ 4662.50 part of US\$12,500.00 - 13th February, 1974

IT IS WARRANTED THAT this Policy is subject to the same terms, limitations and conditions of the **Legal** Policy No. **71/1075A/1/28 1966X** issued on the identical subject matter and risk.

SCHEDULE OF ASSURERS

COMPANY	PROPORTION %	REFERENCE
THE EXCESS INSURANCE COMPANY LIMITED	2.10	71/404 742/1 71/80/3212 ~~404 742/1~~
THE EXCESS INSURANCE COMPANY LIMITED	5.40	71/158 263 70/80/3212
NEW LONDON REINSURANCE COMPANY	6.00	350738
HELVETIA ACCIDENT SWISS INSURANCE COMPANY	2.00	NO 165711
TURBON INSURANCE COMPANY LIMITED	6.00	426582/382/382/5
STRONGHOLD INSURANCE COMPANY LIMITED	3.00	8 31874
LONDON AND EDINBURGH GENERAL INSURANCE COMPANY. TOWER ACCOUNT	2.00	81470483011

CF61

Insurance Companies

Collective Policy

CONFIDENTIAL

2016-001140 Record on Appeal 1263

LON000173

STEWART, SMITH & Co., Ltd.

1, SEETHING LANE, LONDON, E.C.3.

ENDORSEMENT ON POLICY No. 71-10754/4

COLUMBIA NITROGEN CORPORATION
AND/OR NI PRO INC.
71/10754/4 FEB 19466 K
L&C 71E 3-119 A

It is hereby understood and agreed with effect from
inception the sum insured is amended to read as follows.

"Which Excess Of; Primary Limits or \$25,000 for
un-insured Perils".

It is further understood and agreed the name of the
Assured is amended to read:-

COLUMBIA NITROGEN CORPORATION AND/OR NI PRO INC.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

to which we agree
S. 1.

LONDON 20th April, 1972



BB25499T

NA 1855.39

ENDORSEMENT

S/S New York

POLICY CONTROL No.									
P	B	A	1	9	4	6	6	K	

ADDITIONAL PREMIUM \$2,500.

RETURN PREMIUM \$

RECEIVED
29 JAN 1973

Attached to and forming part of Cover Note No. L 71E 3-119A

in the name of COLUMBIA NITROGEN CORPORATION AND/OR COLUMBIA NIPRO CORPORATION

Effective date of this endorsement is February 13, 1973

Endorsement No. 5

THIRD INSTALLMENT DUE - FEBRUARY 13, 1973 - \$2,500.

London CN# 71-10754-4
Gross Prem. 2,500
Commission 20%
Federal Tax 116
(on 2280)
Lloyd

London CN# 71-10754-4
Gross Prem. 2,500
Commission 20%
Federal Tax 116
(on 2280)
Gross

London CN# 71-10754-4
Gross Prem. 2,500
Commission 20%
Federal Tax 116
(on 2280)
Corp.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: 1/26/73 jmc

SS 102

STEWART, SMITH MANAGEMENT CORPORATION

By _____

CONFIDENTIAL

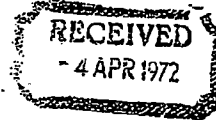
2016-001140 Record on Appeal 1265

LON000175

ENDORSEMENT

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$



Attached to and forming part of Cover Note No. L71E 3-119A

in the name of COLUMBIA NITROGEN CORPORATION ET AL

Effective date of this endorsement is February 13, 1972

Endorsement No. 4

It is hereby understood and agreed that with effect
from February 13, 1972 the Lloyd's Underwriters
limit of liability is amended to:

72.90% part of 100%

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STEWART, SMITH MANAGEMENT CORPORATION

DATED:

March 29, 1972

By _____

SSMC 102

CONFIDENTIAL

2016-001140 Record on Appeal 1266

LON000176

ENDORSEMENT

POLICY CONTROL NO.

PBB 194-6K

ADDITIONAL PREMIUM \$ 2,500.00

RETURN PREMIUM \$

Attached to and forming part of Cover Note No. L 71E 3-119A

in the name of COLUMBIA NITROGEN CORPORATION et al

Effective date of this endorsement is February 13, 1972 Endorsement No. 3

Second Installment Due - February 13, 1972 - \$2,500.00.

Loyle
London CN# 21-10254-4
Gross Prem. 2,500.
Commission 20%
Federal Tax 2,500%
(on 2,500.)

Spaw
London CN# 21-10254-4
Gross Prem. 2,500.
Commission 20%
Federal Tax 2,500%
(on 2,500.)

Lo
London CN# 21-10254-4
Gross Prem. 2,500.
Commission 20%
Federal Tax 2,500%
(on 2,500.)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: January 11, 1972 jma

STEWART, SMITH MANAGEMENT CORPORATION

By _____

SSMC 102

CONFIDENTIAL

2016-001140 Record on Appeal 1267

LON000177

ENDORSEMENT

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

Attached to and forming part of Cover Note No. C718 3-119A
in the name of COLUMBIA NITROGEN CORPORATION ET AL

Effective date of this endorsement is February 13, 1972

Endorsement No. 3



It is hereby understood and agreed that with effect
from February 13, 1972 the Companies limit of liability
is amended to 27.10% part of 100%.

London and Edinburgh General Ins. Co. Ltd. increased
to 2.60%.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STEWART, SMITH MANAGEMENT CORPORATION

DATED: March 29, 1972

By _____

SSMC 102

CONFIDENTIAL

2016-001140 Record on Appeal 1268

LON000178

ENDORSEMENT

Cover Note # 71-10754-4

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

Attached to and forming part of Cover Note No. L 71E 3-119A

In the name of COLUMBIA NITROGEN CORPORATION and/or COLUMBIA NIPRO CORPORATION

Effective date of this endorsement is May 14, 1971

Endorsement No. 1

It is understood and agreed that the named insured is amended as follows:

COLUMBIA NITROGEN CORPORATION and/or NIPRO, INC.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: May 17, 1971 jma

STEWART, SMITH MANAGEMENT CORPORATION

By _____

SSMC 102

CONFIDENTIAL

2016-001140 Record on Appeal 1269

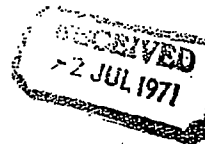
LON000179

ENDORSEMENT

Cover Note No. 71-10754-4

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$



Attached to and forming part of Cover Note No. C71E 3-119A

in the name of COLUMBIA NITROGEN CORPORATION AND/OR COLUMBIA NIPRO CORPORATION

Effective date of this endorsement is February 13, 1971

Endorsement No. 2

It is hereby understood and agreed that with effect from inception,
the Companies limit of liability is: 26.50%

Security:

2.10% Excess Insurance Co. Ltd.
5.40% Excess Insurance Co. Ltd.
6.00% New London Reinsurance Co. Ltd.
2.00% Helvetia Accident Swiss Ins. Co.
6.00% Turegun Insurance Co.
3.00% Stronghold Insurance Co. Ltd.
2.00% London & Edinburgh General Ins. Co. Ltd.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: June 28, 1971

STEWART, SMITH MANAGEMENT CORPORATION

By _____

SSMC 102

CONFIDENTIAL

2016-001140 Record on Appeal 1270

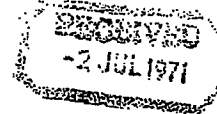
LON000180

Cover Note No: 71-10754-4

ENDORSEMENT

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$



Attached to and forming part of Cover Note No. L71E 3-119A

in the name of COLUMBIA NITROGEN CORPORATION AND/OR COLUMBIA NIPRO CORPORAT

Effective date of this endorsement is February 13, 1971 Endorsement No. 2

It is hereby understood and agreed that with
effect from inception, the Lloyd's Underwriters
limit of liability is:

73.50%

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: June 28, 1971

STEWART, SMITH MANAGEMENT CORPORATION

By _____

SSMC 102

CONFIDENTIAL

2016-001140 Record on Appeal 1271

LON000181

STEWART, SMITH MANAGEMENT CORPORATION — COPY

No. L 712 3-112A

PREVIOUS NO. L 688 1-162A

We confirm that acting upon your instructions we have effected insurance for your account with Underwriters at LLOYD'S LONDON, each for his own part and not one for another, as follows:

Assured: COLUMBIA HYDROGEN CORPORATION AND/OR POLICY CONTROL No.
COLUMBIA HYDRO CORPORATION
P. O. Box 1483
Augusta, Georgia
PBB 19466K

Term: February 13th, 1971 to February 13th, 1976 both days at
12:01 A.M., at the address of the Named Assured NAT 1859

Coverage: Excess Umbrella Liability to indemnify the Assured in respects
of their operation as per form attached NA 1835

Limit: As per form attached

Premium: \$2,500.00 - 1st Installment
Due February 13, 1972 - \$2,500.00
Due February 13, 1973 - \$2,500.00
Subject to Annual Check of Revenue

Broker: 73.7%

Security: Lloyd's Underwriters

London CN# 21/14254/x
Gross Prem. \$2,500.00
Commission 20.00
Federal Tax 73.7%
(on 2,500.00)

REA 1683

The insurance described herein is subject to all of the terms and conditions of the Certificate of Insurance and/or Policy to be issued. This cover note shall be automatically terminated and voided by delivery of the Certificate of Insurance or Policy to the Assured or its representative.

This insurance may be cancelled as provided in the wording, and if there is no wording attached as to cancellation, on 30 days notice by either the Assured or the Insurer(s) through Stewart, Smith Management Corporation as intermediary. Notice of cancellation shall be deemed given by the Insurer(s) when given by Stewart, Smith Management Corporation to the Assured or its representative and shall be deemed given to the Insurer(s) when given to Stewart, Smith Management Corporation by the Assured or its representative. In the event of cancellation of this insurance, the Insurer(s) shall be entitled to the premium earned on a short rate basis if cancelled by the Assured and on a pro rata basis if cancelled by the Insurer(s).

STEWART, SMITH MANAGEMENT CORPORATION
114 John Street
New York, New York

DATED AT: New York, New York

March 22nd, 1971

PER

Nuclear Incident Excluded Clause
Liability - Direct (Broad) Attached

CONFIDENTIAL

2016-001140 Record on Appeal 1272

LON000182

ATTACHING TO AND FORMING PART OF COVER NOTE NO.

1. THE 3-1198

EXCESS UMBRELLA INSURANCE

NAMED ASSURED: As stated in Item 1 of the Declaration forming a part hereof

and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to Underwriters.

INSURING AGREEMENTS

1. COVERAGE

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the Liability

(a) imposed upon the Assured by law,

or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages, direct or consequential and expenses on account of:-

(i) Personal injuries, including death at any time resulting therefrom,

(ii) Property Damage,

(iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by Underwriters at Lloyd's London, and certain Insurance Companies (hereinafter called the "Underlying Umbrella Insurers")

II. LIMIT OF LIABILITY - UNDERLYING LIMITS

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable for the amount of their respective ultimate net loss liability of the Declarations,

\$ (as stated in Item 4 of the Declarations)

in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

and the Underwriters shall then be liable to pay only the excess thereof up to a further -

\$ (as stated in Item 5 of the Declarations)

ultimate net loss in all in respect of each occurrence - subject to a limit of

\$ (as stated in Item 6 of the Declarations)

in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

CONDITIONS

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the Assured prior to the inception date hereof the limit of Liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms, and conditions of this Policy in the event that Personal Injury or Property Damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy Underwriters will continue to protect the Assured for Liability in respect of such Personal Injury or Property Damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of Liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declaration prior to the happening of an occurrence for which ~~claim is for~~ any

It is a condition of this Policy and/or occurrences occurring during the period be maintained or by the operation of condition C of the Underlying Umbrella Policies.

3. CANCELLATION

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by mailing written notice to the other party, stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient cause for cancellation and this Policy shall terminate on the effective date and hour of Cancellation stated in notice Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be Cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this Policy has been in force.

If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this policy has been in force. Notice of Cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium.

4. NOTICE OF OCCURRENCE

Whenever the Assured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Assured shall be held liable, is likely to involve this Policy; notice shall be sent as stated in Article 7 of the Conditions as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is in excess of the insurance afforded by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

ATTACHING TO AND FORMING PART OF POLICY NO. L 71E 3-119A

DECLARATIONS

ITEM 1. Named Assured: COLUMBIA NITROGEN CORPORATION et al
ITEM 2. Underlying Umbrella Policies: L/C 71E 3-119
ITEM 3. Underlying Umbrella Limits
(Insuring Agreement 2): \$1,000,000.
ITEM 4. Underlying Umbrella Aggregate
Limits (Insuring Agreement 2): \$1,000,000.
ITEM 5. Limit of Liability
(Insuring Agreement 2): \$3,000,000.
ITEM 6. Aggregate Limit of Liability
(Insuring Agreement 2): \$3,000,000.
ITEM 7. Notice of Occurrence
(Condition 4) to: Stewart, Smith Management Corporation
116 John Street
New York, New York

DATED: March 22, 1971

Stewart, Smith Management Corporation
~~XXXXXXXXXXXXXXXXXXXX~~

By _____

Wherever the word "Certificate"
or "Policy" is used herein it is
amended to read "Cover Note."

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3
(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this Paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.

~~This Clause shall not extend to punitive or exemplary damages.~~

would not have been covered under this Insurance had this Clause not been attached.

NMA 1685

ENDORSEMENT

ADDITIONAL PREMIUM \$

RETURN PREMIUM \$

Attached to and forming part of Cover Note No. L 718 3-119A

in the name of COLUMBIA NITROGEN CORPORATION, et al

Effective date of this endorsement is February 13, 1971

Endorsement No. 1

Security hereunder is as follows:

6.17%	EXCESS INS. CO. LTD.
4.45%	EXCESS INS. CO. LTD.
4.94%	NEW LONDON REINSURANCE CO. LTD.
1.65%	HELVETIA ACCIDENT
4.94%	TURKISH INS. CO.
2.47%	STRONGHOLD INS. CO. LTD.
1.67%	LONDON & EDINBURGH GENERAL INS. CO. LTD.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
DATED:

STEWART, SMITH MANAGEMENT CORPORATION

SSMC 102

CONFIDENTIAL

2016-001140 Record on Appeal 1277

LON000187

Cover Note
EFFECTED WITH
Insurance Companies

POLICY CONTROL NO.
P13019466K

No. C 71E 3-119A

PREVIOUS NO. C 68E 1-162A

We confirm that acting upon your instructions we have effected insurance for your account with
INSURANCE COMPANIES.

Assured: COLUMBIA NITROGEN CORPORATION AND/OR
COLUMBIA NIPRO CORPORATION
P. O. Box 1483
Augusta, Georgia

Term: February 13th, 1971 to February 13th, 1974 both days at
12:01 A.M., at the address of the Named Assured

Coverage: Excess Umbrella Liability to indemnify the Assured in respects
of their operation as per form

Limits: As per form

Premium: \$2,500.00 - 1st Installment
Due February 13, 1972 - \$2,500.00
Due February 13, 1973 - \$2,500.00

London 71/10254/4
GROSS 2500.00
Commission 20.00
Federal Tax 15.44
(on 2520.00)

Hereon: 26.26%

Security: As per Endorsement No. 1 attached

Subject to the same terms, limitations and conditions as now contained on or are hereinafter endorsed
on Lloyd's Cover Note No. L 71E 3-119A

The insurance described herein is subject to all of the terms and conditions of the Certificate of Insurance
and/or Policy to be issued. This cover note shall be automatically terminated and voided by delivery of
the Certificate of Insurance or Policy to the Assured or its representative.

This insurance may be cancelled as provided in the wording, and if there is no wording attached as to
cancellation, on 30 days notice by either the Assured or the Insurer(s) through Stewart, Smith
Management Corporation as intermediary. Notice of cancellation shall be deemed given by the Insurer(s)
when given by Stewart, Smith Management Corporation to the Assured or its representative and shall be
deemed given to the Insurer(s) when given to Stewart, Smith Management Corporation by the Assured or
its representative. In the event of cancellation of this insurance, the Insurer(s) shall be entitled to the premium
earned on a short rate basis if cancelled by the Assured and on a pro rata basis if cancelled by the Insurer(s).

STEWART, SMITH MANAGEMENT CORPORATION
116 John Street
New York, New York

DATED AT: New York, New York

March 22nd, 1971

PER

Notice is hereby given that the Underwriters have agreed to pay for the purpose of paying the Federal Estate
Tax 4% of the premium payable, except to the extent
it is understood and agreed that in the event of any return
will deduct 4% from the amount of the return and the Assured
cover the Tax from the U. S. Government.

✓ This insurance does not cover any liability for:

- NR 11/1/81
1683
N.M.P. Amended
Nelson
- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination resulting from the discharge, dispersal or release, or escape of any substance into or upon any watercourse or body of water.
 - (2) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination other than described in Paragraph (1) above, provided always that this Paragraph (2) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
 - (3) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden unintended or unexpected happening during the period of this insurance.
 - (4) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this Clause not been attached.

2016-001140 Record on Appeal 1280

STEWART SMITH & CO. LTD.				635 S.S.	
POLICY NO.			REF NO.		
REGISTRATION					
B.O.T. CODE		REGISTRATION CATEGORY		YEAR	MONTH
ASSURED/ACCOUNT				ADJUSTABLE	
				YES	NO
COUNTRY OF ORIGIN			MARINE	NON MARINE	AVIATION
CURRENCY		SIGNED LINE	GROSS PREMIUM		
TOTAL					
LLOYDS					
ILU					
COMPANIES					
SIGNING SLIPS		XEROX COPY		NO. OF COPIES OF POLICIES REQUIRED	
YES	NO	YES	NO		
SPECIAL INSTRUCTIONS					
AGENCY		AGENCY REF.		VIA PREM. HEREON	
BUREAU SCHEME NO.			BROKERS COVER NO.		
SL1					

SIGNED
LINE

[illegible]



CONFIDENTIAL

2016-001140 Record on Appeal 1282

LON000192

FILE COPY

No Policy or other Contract dated on or after 1st Jan., 1924, will be recognized by the Committee of Lloyd's as entitling the holder, to the benefit of the Funds and/or Guarantees lodged by the Underwriters of the Policy or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy Signing Office.

(A)

Form approved by Lloyd's
Underwriters' Non-Marine
Association.



Any person not an Underwriting Member of Lloyd's subscribing this Policy, or any person signing the same if so subscribed, will be liable to be proceeded against under Lloyd's Act.

Printed at Lloyd's, London, England.

LLOYD'S POLICY

(Subscribed only by Underwriting Members of Lloyd's all of whom have complied with the requirements of the Insurance Companies Act, 1938, as to security and otherwise.)

Whereas the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have heretofore subscribed their Names (hereinafter called "the Underwriters"),

Now We the Underwriters hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

Now know We that We the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this Policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.

LLOYD'S POLICY SIGNING OFFICE,

W. Wellington
GENERAL MANAGER.



Form J (A) (6.9.59)
N.M.A. 1/57

CONFIDENTIAL

2016-001140 Record on Appeal 1283

LON000193

SCHEDULE

This Policy No. 71 / 10754/2/FEB 1966E

The name and address of the Assured COLUMBIA HYDROELECTRIC CORPORATION AND/OR COLUMBIA NIPRO CORPORATION,
P.O. Box 1485, Augusta, Georgia.

The Premium US\$1,897.50 part of US\$2,500.00 being a first instalment premium
and subsequent instalments are due and payable as follows:

The Period of Insurance
from 13th February, 1971 to 13th February, 1974
both days inclusive, and for such further period or periods as may be mutually agreed upon
/at 12.01 a.m. Local Standard Time

The risk and sum insured hereunder
75.50% part of 100% of limits EXCESS UMBRELLA LIABILITY

AS MORE PARTICULARLY DESCRIBED IN THE ATTACHED WORDING

WHICH IS HEREBY DECLARED TO BE INCORPORATED

IN AND TO FORM PART OF THIS POLICY

This Insurance being for 75.50% covers its pro rata proportion of the risks and liability more fully set forth herein, and the percentages signed herein are percentages of 100% and not of 75.50%

* US\$1,897.50 part of US\$2,500.00 - 13th February, 1972
US\$1,897.50 part of US\$2,500.00 - 13th February, 1973

Dated in London, the Thirteenth day of July, One Thousand Nine Hundred and Seventy One.

[illegible]

CONFIDENTIAL

2016-001140 Record on Appeal 1284

LON000194

4980
D.J.

For attachment to insurances of the following classifications in the U.S.A., the Territories and Possessions, Puerto Rico and the Canal Zone:—

the policy."

does not apply:--

- 17/3/48
N.Y.A. 1254



SERVICE OF SUIT CLAUSE (U.S.A.)

(Approved by Lloyd's Underwriters' Non-Marine Association)

It is agreed that in the event of the failure of Underwriters herein to pay any amount claimed to be due hereunder, Underwriters herein, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

OFFICES AND AGENTS

37 WILLIAM STREET, NEW YORK, N.Y. and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) for any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

11/5/52
N.Y.A. 112



INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3
(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this Paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (2) The cost of removing, nullifying or discharging seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

22/1/70.
N.M.A. 1985.



U.S.A.
RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT
(Approved by Lloyd's Underwriters' Executive Committee)
For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurance policies covering:
In relation to liability arising outside the U.S.A., in Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nucleus and or from any nuclear waste from the combustion of nuclear fuel.
12/2/68
N.M.A. 1477

EXCESS-UMBRELLA POLICY

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof.

and/or Subsidiary, Associated, Affiliated Companies or Owned and Controlled Companies as now or hereafter constituted and of which prompt notice has been given to Underwriters.

INSURING AGREEMENTS

1. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

- (a) imposed upon the Assured by law; or
- (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages, direct or consequential and expenses on account of:-

- (i) Personal Injuries, including death at any time resulting therefrom
- (ii) Property Damage,
- (iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by Underwriters at Lloyd's London, and Certain Insurance Companies (hereinafter as the "Underlying Umbrella Insurers").

2. LIMIT OF LIABILITY - UNDERLYING LIMITS -

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

§ (as stated in Item 3 of the Declarations) ultimate net loss in respect of each occurrence, but

§ (as stated in Item 4 of the Declarations) in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

and the Underwriters shall then be liable to pay only the excess thereof up to a further -

§ (as stated in Item 5 of the Declarations) ultimate net loss in all in respect of each occurrence - subject to a limit of

§ (as stated in Item 6 of the Declarations) in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

CONDITIONS

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy Underwriters will continue to protect the Assured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C of the Underlying Umbrella Policies.

3. CANCELLATION -

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by mailing written notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representative to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the Insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this policy has been in force.

If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium.

4. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which in the event that the Assured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Declarations as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE -

If other valid and collectible insurance with any other Insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is in excess of the insurance afforded by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

DECLARATIONS

- Item 1. Named Assured; Columbia Nitrogen Corporation and/or Columbia Nipro Corporation,
P.O. Box 1483, Augusta, Georgia.
- Item 2 Underlying Umbrella Policies; L/C 71E 3-119
- Item 3 Underlying Umbrella Limits \$1,000,000
(Insuring Agreement 2);
- Item 4 Underlying Umbrella Aggregate Limits \$1,000,000
(Insuring Agreement 2);
- Item 5 Limit of Liability \$3,000,000
(Insuring Agreement 2);
- Item 6 Aggregate Limit of Liability \$3,000,000
(Insuring Agreement 2);
- Item 7 Notice of Occurrence (Condition 4) to; Stewart, Smith Management Corp;
116, John Street,
New York, New York.

ATTACHING TO AND FORMING PART OF POLICY NO:71/10754/4/PBB 19466K

In the name of: COLUMBIA NITROGEN

EXPLOSION RIDER

It is understood and agreed that Exclusion (1) of MMA 1685 which is attached to and forms part of this Policy shall not be construed as applying to explosion and fire following explosion. Subject otherwise to the terms, conditions and limitations of the policy to which this Endorsement is attached.

Stewart, Smith Management Corp.,

NEW YORK.

ROF/SRW. American Department. 1st March, 1971.

COVER NOTE NO. 71-10754-4.

In accordance with your instructions we have effected the following insurance for your account with and subject to the usual printed clauses and conditions on the policies of the insurers stated hereon:—

EXCESS UMBRELLA LIABILITY.

FORM: Short Umbrella Wording plus NMA.1256.

ASSURED: COLUMBIA NITROGEN.

PERIOD: 36 months at 15th February 1971,
or to be agreed.

INTEREST: Legal Liability in respect of Assured's operations.

SUM INSURED: Policy for limits of:
\$3,000,000 any one occurrence.
Excess of:
\$1,000,000 any one occurrence.
Which excess of:
Primary Limits as per schedule.
Or: \$10,000 for uninsured perils.

SITUATION: Worldwide.

CONDITIONS: 30 days Cancellation Clause.
Occupational Disease and Products in the aggregate.
Seepage and Pollution NMA.1685 (amended).

PREMIUM: \$7,500 payable 1/3rd per annum.

LESS: 20% & 4% Tax on Companies only,
excluding Excess Ins. Co. Ltd.

HEREON: 73.74%.

SECURITY: LLOYD'S UNDERWRITERS.

HEREON: 26.26%.

SECURITY: 6.17% Excess Ins. Co. Ltd.
4.44% Excess Ins. Co. Ltd.
4.94% New London Reinsurance Co. Ltd.
1.65% Helvetia Accident.
4.94% Tirogum Ins. Co.
2.47% Stronghold Ins. Co. Ltd.
1.65% London & Edinburgh General Ins. Co. Ltd.

CERT. NO.	
AGENT COMM.	20.7.
AGENT TAX.	4% on long standing business
LONDON BROKERAGE	5%.
TOTAL DISCOUNT	25% on as above
LINE SLIP	
PER CENT	

STEWART, SMITH (NON-MARINE) LIMITED

E. & O.E.
C.V. 2/7

CONFIDENTIAL

2016-001140 Record on Appeal 1293

LON000203

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PCS Nitrogen,
☐ Plaintiff

v.

Admiral Insurance Company, et al
☒ Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.
2011-CP-10-387

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Plaintiff's Attorney: Wm. Howell Morrison, Esquire Haynsworth Sinkler Boyd, P.A. 134 Meeting Street, 3 rd floor Charleston, SC 29401 843-720-4405	Defendant's Attorney: Adam J. Neil, Esquire Post Office Box 6648 Columbia, SC 29260 803-782-4100
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS 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: 30 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.	
Signature of Attorney for ☒ Plaintiff / ☒ Defendant August 4, 2015 Date submitted	
SECTION III: Motion Fee	
☒ PAID - AMOUNT: 25.00 ☐ 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, SCRPC) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: ☐ 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: _____ ☐ MOTION FEE COLLECTED: _____ ☐ CONTESTED - AMOUNT DUE: _____	

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CIVIL ACTION NO: 2011-CP-10-387

PCS Nitrogen, Inc.,

Plaintiff,

vs.

Continental Casualty Company, Admiral Insurance Company, United States Fire Insurance Company, and ACE Property & Casualty Insurance Company, Home Insurance Company, Certain Underwriters at Lloyd's London, the Aviva Companies, the Winterthur Companies, Certain London Market Insurance Companies, Unigard Mutual Insurance Company, Berkshire Hathaway Specialty Insurance Company (f/k/a Stonewall Insurance Company), Lexington Insurance Company, Republic-Vanguard Insurance Company (f/k/a Republic Insurance Company), First State Insurance Company, Century Indemnity Company (f/k/a California Union Insurance Company and Insurance Company of North America),

Defendants.

**ADMIRAL INSURANCE CO.'S MOTION
FOR SUMMARY JUDGMENT**

**TO: WM. HOWELL MORRISON, ESQUIRE, ATTORNEY FOR PLAINTIFF, AND
TO THE PLAINTIFF ABOVE NAMED:**

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorneys for the Defendant, Admiral Insurance Company, will move before the presiding judge of the Charleston County Court of Common Pleas at the Charleston County Courthouse or at such other location designated by the Honorable Thomas G. Cooper, at 10:00 a.m. on the tenth (10th) day after service hereof, or as soon thereafter as counsel may conveniently be heard, for an Order, pursuant to Rule 56, SCRPC, granting summary judgment in favor of the Defendant, Admiral

Insurance Company (hereinafter "Admiral"), on grounds that there is no genuine issue as to any material fact. More specifically, Admiral moves for summary judgment on the same grounds set forth in Defendant Continental Casualty Company's Motion for Summary Judgment based on Corporate Succession and United States Fire Insurance Company and Continental Casualty Company's Motion for Summary Judgment based on the policies' pollution exclusion. Admiral incorporates by reference and adopts all arguments and grounds made by the parties in those motions and the accompanying memoranda.

This Motion is made pursuant to Rule 56 of the South Carolina Rules of Civil Procedure and will be supplemented and supported by such affidavits, depositions, discovery responses, memoranda of law, and such other documents as appropriate.

As additional support for the motion, Admiral would show as follows:

I. FACTUAL BACKGROUND

a. Admiral issued four policies of Commercial General Liability Insurance to "Old" Columbia Nitrogen Corporation.

Admiral issued four CGL policies to "old" Columbia Nitrogen Co.¹

- Policy No. 5 CG 0071 which was in effect from February 1, 1975 – February 1, 1976 (attached as Exhibit A).
- Policy No. A 1 CM 2315 which was in effect from April 1, 1981 – April 1, 1982 (attached as Exhibit B).
- Policy No. A 2 CM 2956 which was in effect from April 1, 1982 – April 1, 1983 (attached as Exhibit C).
- Policy No. A 1 CM 3088 which was in effect from April 1, 1983 – April 1, 1984 (attached as Exhibit D).

¹ All four policies have a "per occurrence" limits of \$500,000.00 and a deductible or retained limit. In the 1975 policy the deductible is \$1,000.00 per occurrence. In the 1981, 1982, and 1983 policies the retained limit is \$25,000.00.

The policies contain identical language as it relates to the terms of the policies applicable to the coverage questions before the Court in this case. Under "Comprehensive General Liability Insurance Part":

**I. COVERAGE A – BODILY INJURY LIABILITY
COVERAGE B – PROPERTY DAMAGE LIABILITY**

ADMIRAL will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of

... B. property damage

to which this insurance applies, caused by an occurrence and **ADMIRAL** shall have the right and duty to defend any suit against the Insured seeking damages on account of such... property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but **ADMIRAL** shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of **ADMIRAL'S** liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- ...
- (f) to... property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.
- ...

The "Definitions" appearing at the front of the policy include the following:

When used in this policy (including endorsements forming a part hereof):

...

"Named Insured" means the person or organization named in the declarations of this policy.

...

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured.

...
"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

In addition all Admiral policies except the 1975 policy contain an "anti-assignment" provision:

Assignment of interest under this policy shall not bind ADMIRAL until its consent is endorsed hereon; if, however, the Named Insured shall die, such insurance as is afforded by this policy shall apply (1) to the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of his duties as such; and (2) with respect to the property of the Named Insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

b. PCS's claim for coverage

As noted above, Admiral adopts and incorporates by reference the description of the nature of the claims being asserted by PCS in the memoranda filed by Continental and U.S. Fire.

II. LEGAL ANALYSIS

- a. PCS is not an Insured under the Admiral policies and is not a successor to "Old" Columbia Nitrogen Co. for the purpose of acquiring status as an Insured.**

Each of the Admiral policies clearly state that they provide coverage for amounts that "the insured" becomes legally obligated to pay as damages to a third-party. Pertinent to this analysis, the "insured," according to the definition provided in the policies, is "... the Named Insured ... and any executive officer, director or stockholder thereof while acting within the scope of his duties as such...." As PCS had no relationship with "old" CNC during the policy period of any Admiral policy, PCS cannot claim to be an insured according to the policy definition.

PCS, however, does not claim any right to the insurance as an "insured." PCS's contention that it is an insured under the Admiral policy is based on the claim that it is a successor to "old" CNC. For the reasons discussed in Section IV.B.1 of the memorandum concerning corporate succession, "old" CNC was not authorized to unilaterally assign its rights under the Admiral policies to any other entity without Admiral's consent and without the addition of a policy endorsement that referenced the assignment. It is undisputed that no such endorsement appears on the Admiral policies. Furthermore, there is no evidence that Admiral ever consented to any such assignment. As such, any purported assignment of the policies would be void and ineffective as it did not comply with the policies' terms.

Moreover, as Continental/U.S.Fire note in the corporate succession memorandum, PCS has never been held to be the corporate successor of "old" CNC. There is no theory available under either South Carolina or Federal law that would support such a claim and PCS has repeatedly denied being the corporate successor to "old" CNC throughout the related CERCLA litigation.

Therefore, PCS is not an insured under the Admiral policies issued to "old" CNC and Admiral is entitled to a summary judgment finding that the policies issued in 1981, 1982, and 1983 provide no coverage to PCS for its liability in the *Ashley II* litigation.

b. PCS's claim for coverage is barred by Admiral's pollution exclusion.

All four Admiral policies contain pollution exclusions. Any claim for coverage that PCS may have is barred by the terms of the pollution exclusion. As demonstrated fully by Continental in its memorandum concerning the pollution exclusion, any liability that PCS has to a third-party is based on claims that it is responsible for the clean-up of pollution of the Charleston site. The

"sudden and accidental" exception to the exclusion is inapplicable because there is no damage arising from such a discharge of pollutants within any of the four Admiral policy periods.

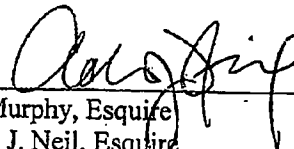
Finally, as is described in full detail in the pollution exclusion memorandum, PCS is collaterally estopped from re-litigating whether the pollution exclusion applies to bar coverage for the claims. PCS has litigated that issue and the federal district court held that the pollution exclusion bars coverage for the clean-up of the Charleston site. Therefore, the pollution exclusion bars coverage for the claim asserted against all four Admiral policies and Admiral is entitled to a summary judgment that there is no coverage for PCS for the claims it has asserted in this litigation.

CONCLUSION

For the foregoing reasons and for all reasons established in the Pollution Exclusion and Corporate Successor memoranda, Admiral is entitled to summary judgment on all claims asserted against it by way of PCS's Third-Amended Complaint.

Respectfully submitted,

MURPHY & GRANTLAND, P.A.



J.R. Murphy, Esquire
Adam J. Neil, Esquire
Wesley B. Sawyer, Esquire
4406-B Forest Drive
PO Box 6648
Columbia, South Carolina 29260
(803) 782-4100
Attorneys for Defendant Admiral Insurance Co.

Columbia, South Carolina
August 4, 2015

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CIVIL ACTION NO: 2011-CP-10-387

PCS Nitrogen, Inc.,

Plaintiff,

vs.

Continental Casualty Company, Admiral Insurance Company, United States Fire Insurance Company, and ACE Property & Casualty Insurance Company, Home Insurance Company, Certain Underwriters at Lloyd's London, the Aviva Companies, the Winterthur Companies, Certain London Market Insurance Companies, Unigard Mutual Insurance Company, Berkshire Hathaway Specialty Insurance Company (f/k/a Stonewall Insurance Company), Lexington Insurance Company, Republic-Vanguard Insurance Company (f/k/a Republic Insurance Company), First State Insurance Company, Century Indemnity Company (f/k/a California Union Insurance Company and Insurance Company of North America),

Defendants.

CERTIFICATE OF SERVICE

I, the undersigned employee of the law offices of Murphy & Grantland, P.A., Attorneys for Defendant, Admiral Insurance Company, do hereby certify that I have served a copy of the foregoing, Motion for Summary Judgment, in connection with the above-referenced case via electronic mail to the following address(es):

Wm. Howell Morrison, Esquire
Haynsworth Sinkler Boyd, P.A.
134 Meeting Street, 3rd floor
Charleston, SC 29401

Morgan S. Templeton, Esquire
Wall Templeton & Haldrip, P.A.
P.O. Box 1200
Charleston, SC 29402

R. Scott Wallinger, Jr., Esquire
Collins & Lacy, PC
P.O. Box 12487
Columbia, SC 29211

Robert Holmes Hood, Jr., Esquire
Hood Law Firm
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172 Meeting Street
Charleston, SC 29402

Jerrald J. Hochman, Esquire
Martin Siegal, Esquire
Siegal & Park
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Mt. Laurel, NJ 08054

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Columbia, South Carolina
August 4, 2015

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Troutman Sanders, LLP
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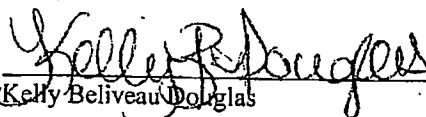
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Edward K. Pritchard, III, Esquire
Elizabeth F. Fulton, Esquire
Pritchard Law Group, LLC
129 Broad Street
Charleston, SC 29401


Kelly Beliveau Douglas

ADMIRAL INSURANCE COMPANY A TEXAS STOCK COMPANY (herein called "ADMIRAL")		Return to <i>W. H. Standley</i> GENERAL LIABILITY POLICY Standard Provisions
NAMED INSURED MAILING ADDRESS Columbia Nitrogen Corporation; Nipro Inc.; Columbia Communications Services, Inc. P. O. Box 1483 Augusta, Georgia 30903	Alexander & Alexander Inc. Suite 2323 Two Peachtree Street NW Atlanta, Georgia 30303 Telephone 404 668-9500	Alexander & Alexander

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, ADMIRAL agrees with the Named Insured as follows:

COVERAGE

Coverage is afforded under this policy in accordance with the specific Coverage Parts identified in the Declarations as being a part of this policy.

SUPPLEMENTARY PAYMENTS

ADMIRAL will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by ADMIRAL, all costs taxed against the insured in any suit defended by ADMIRAL and all interest on the entire amount of any judgment thereon which accrues after entry of the judgment and before ADMIRAL has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of ADMIRAL's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required

of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but ADMIRAL shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at ADMIRAL's request in assisting ADMIRAL in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death 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, tunneling, pile driving, foundation 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 delinquency, 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";

"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 hoist 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 have a compartment height not exceeding four feet.

JC 0017 3/74) 1A

Ex. A

Admiral000001

DEFINITIONS (Continued)

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, 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) side-track agreement, or (5) elevator maintenance agreement.

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of ADMIRAL's liability.

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto, whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the Named Insured, including the ways immediately adjoining, or (3) designed for use principally 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 max-w-trail 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, stored in or located for use of others but not sold.

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured.

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory.

"products hazard" includes bodily injury and property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others.

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, boring, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

ADMIRAL INSURANCE
COMPANY

GENERAL LIABILITY POLICY

Admiral000002

ADMIRAL INSURANCE COMPANY

A TEXAS STOCK COMPANY
(herein called "ADMIRAL")

GENERAL LIABILITY POLICY

CG 0071

DECLARATIONS

NAME OF INSURED: Columbia Nitrogen Corporation, Nipro, Inc.; Columbia Communications Services, Inc.
MAILING ADDRESS: P. O. Box 1483
Augusta, Georgia 30903

POLICY PERIOD: From 2-1-75 To 2-1-76
At 12 01 A.M. Standard Time at the address of the Named Insured as stated herein

THE NAMED INSURED IS: ☐ Individual, ☐ Partnership, ☒ Corporation, ☐ Joint Venture, ☐ Other

AUDIT PERIOD ☒ Annual, ☐ Other

The insurance afforded is only with respect to such of the following Parts and Coverages therein as are indicated by ☒. The limit of ADMIRAL's liability against each such Coverage shall be as stated herein, subject to all of the terms of the policy having reference thereto.

COVERAGE PARTS	LIMITS OF LIABILITY			
	Bodily Injury Liability		Property Damage Liability	
	each occurrence	aggregate	each occurrence	aggregate
☒ Comprehensive General Liability Insurance	\$ 500,000 each occurrence as respects Bodily Injury Liability, Personal Injury Liability, or Property Damage Liability or any combination thereof.	\$ 500,000 annual aggregate		
☐ Owners', Landlords' and Tenants' Liability Insurance				
☐ Manufacturers' and Contractors' Liability Insurance				
☐ Owners' and Contractors' Protective Liability Insurance				
☐ Completed Operations and Products Liability Insurance				
☒ Contractual Liability Insurance				
☐ Hospital Professional Liability Insurance				
☐ Personal Injury Liability Insurance	\$ each person		\$ general aggregate	
☐ Premises Medical Payments Insurance	\$ each person aggregate		\$ each accident	

Endorsements attached to policy at inception: JC-0010(3/74) 500; JC-0019 (3/74) 500; JC-0025(3/74) 250; JC-0026(3/74) 250

TOTAL ADVANCE PREMIUM \$

If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on

Effective Date: \$ 54,036.00
1st Anniversary: \$
2nd Anniversary: \$

\$ 4.0% SL Tax

ADMIRAL GENERAL AGENCY, INC.
Managing General Agents

By: [Signature]
Authorized Representative

This Declaration and Coverage Part(s), with Policy Standard Provisions and Endorsements, if any, issued to form a part thereof completes the above numbered policy

JC 0015 (3/74) LW

Admiral000003

ADMIRAL INSURANCE COMPANY

A TEXAS STOCK COMPANY
(herein called "ADMIRAL")

COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

ADDITIONAL DECLARATIONS

Policy No. 5 CG 0071

SCHEDULE

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein

Description of Hazards	Premium Bases	Rates	Advance Premiums
Pierman-Operations			
Fertilizer Manufacturing Code # 28701	(c) 281,000.	.1923	\$54,036.00
	(a) Remuneration (b) Receipts 10,000 Tons	(a) Per \$100 of Remuneration (b) Per \$100 of Receipts 10,000 Tons	
Completed Operations-Products			
Included			
	(a) Receipts (b) Sales	(a) Per \$1000 of Receipts (b) Per \$1000 of Sales	
Escalators (Number of Premises)	Number Insured	Per Landing	
Included			
Independent Contractors	Cost	Per \$100 of Cost	
Included			
Minimum Premium(s): 54,036.00			TOTAL ADVANCE PREMIUM ► \$54,036.00

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 rules applicable in accordance with the maritime in use by ADMIRAL;
- "receipts" means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;
- "cost" means the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or sub-contractor, including all fees, allowances, bonuses or commissions made, paid or due;
- "sales" means the gross amount of money charged by the Named Insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the Named Insured and such others collect as a separate item and remit directly to a governmental division.

I. COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

ADMIRAL will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay or damages because of

A. bodily injury or B. property damage

to which this insurance applies, caused by an occurrence and ADMIRAL shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of

the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but ADMIRAL shall not be limited to pay any claim or judgment or to defend any suit after the applicable limit of ADMIRAL'S liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply

- to liability assumed by the Insured under any contract or agreement except an incidental contract, but this exclusion does not apply to a warranty or fitness or

JC-0019 (1/74) 550

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quality of the Named Insured's products or a warranty that work performed by or on behalf of the Named Insured will be done in a workmanlike manner,

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person 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 freighting 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 or the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured,
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insured, but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Named Insured,
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply to 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 legal and under the Supplementary Payments provision,
- (h) to bodily injury or property damage for which the insured or his underinsured may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability 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 beverages, or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person, but part (i) of the exclusion does not apply with respect to liability of the insured or his underinsured as an owner or lessor described in (2) above,
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any railroad'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 the use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein,
- (q) to property damage included within (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "e", (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c", (3)

the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u"

II PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- (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, (i) an employee of the Named Insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the Named Insured any such equipment registered in the name of the Named Insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, other than 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 insured in the course of his employment, or (2) property damage to property owned by, rented to or charge of or occupied by the Named Insured or the employee of any person described in subparagraph (i).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named Insured

III LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, ADMIRAL'S liability is limited as follows

Coverage A—The total liability of ADMIRAL for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence"

Subject to the above provisions respecting "each occurrence", the total liability of ADMIRAL for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate"

Coverage B—The total liability of ADMIRAL for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence"

Subject to the above provision respecting "each occurrence", the total liability of ADMIRAL for all damages because of all property damage (to which the coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate"

(1) all property damage arising out of premises or operations rated on a remittance basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below,

(2) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance and repairs at premises owned by or rented to the Named Insured or structural 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 ADMIRAL'S liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

ADMIRAL INSURANCE

CONTRACTUAL LIABILITY INSURANCE

Admiral000005

2016-001140 Record on Appeal 1307

ADMIRAL INSURANCE COMPANY A TEXAS STOCK COMPANY (herein called "ADMIRAL")	CONTRACTUAL LIABILITY INSURANCE COVERAGE PART (BLANKET COVERAGE)
ADDITIONAL DECLARATIONS	Policy No. <u>5 CG 0071</u>

SCHEDULE
 It is agreed that the Limits of Liability set forth in the Policy Declarations for the Contractual Liability Coverage Part shall apply as respects any coverage afforded hereunder unless other specific limits are set forth below:

Coverage	Limits of Liability (This Coverage Part only)
Y Bodily Injury Liability	\$ <u>Refer to</u> each occurrence <u>Endorsement</u>
Z Property Damage Liability	\$ <u>No. 1</u> each occurrence \$ <u> </u> aggregate

Limits of Liability: \$500,000. per occurrence and aggregate

Designation of Contracts on file or known to ADMIRAL	Premium Bases	Rates	Advance Premiums
Blanket Contractual Liability Purchase Order Agreement	Included in Composite Rate		
	(a) Sales (b) Cost	(a) Per \$1,000 of Sales (b) Per \$100 of Cost	
Minimum Premium(s):		TOTAL ADVANCE PREMIUM	\$ <u>Included</u>

The following exclusions do not apply ~~to this contract~~

Exclusions (q) and (r)

When used as a premium basis

- the word "cost" means the total cost of all work in connection with all contracts of the type designated in the schedule for this insurance with respect to which "cost" is the basis of premium, regardless of whether any liability is assumed under such contracts by the insured. It includes the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work whether furnished by the insured, or others including all fees, allowances, bonuses or commissions made, paid or due. It shall not include the cost of any operations to which exclusions (q) or (r) apply, unless such exclusions are voided in the schedule.
- the word "sales" means the gross amount of money charged by the Named Insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the Named Insured and such others collect as a separate item and remit directly to a governmental division.

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ADMIRAL COMPANY

A TEXAS STOCK COMPANY
(herein called "ADMIRAL")

PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

ADDITIONAL DECLARATIONS

Policy No. 5.CG 0071

SCHEDULE

The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.

GROUPS OF OFFENSES

ADVANCE PREMIUM

- A. False Arrest, Detention or Imprisonment, or Malicious Prosecution - - - \$ included
B. Libel, Slander, Defamation or Violation of Right of Privacy - - - \$ included
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy - - - \$ included

Insured's Participation Nil % Minimum Premium \$ included TOTAL ADVANCE PREMIUM \$ included

Exclusion (c) below is hereby deleted from this endorsement.

I. COVERAGE F—PERSONAL INJURY LIABILITY

ADMIRAL will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by one or more of the following persons or organizations and arising out of one or more of the following offenses committed in the conduct of the Named Insured's business:

Group A—false arrest, detention or imprisonment, or malicious prosecution,

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy, except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Named Insured,

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy,

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and ADMIRAL shall have the right and duty to defend any and against the insured seeking damages on account of such personal injury and if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but ADMIRAL shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of ADMIRAL's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply

- (a) to liability assumed by the insured under any contract or agreement,
(b) to personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured
(c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Named Insured,
(d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the Named Insured was made prior to the effective date of this insurance.

(c) to personal injury arising out of a publication or utterance described in Group B, concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the Named Insured is designated in the declarations as an individual, the person so designated and his spouse,
(b) if the Named Insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such,
(c) if the Named Insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named Insured.

III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total liability of ADMIRAL under this coverage for all damages shall not exceed the limit of personal injury liability stated in the declarations as "aggregate."

If a participation percentage is stated in the schedule for the insured, ADMIRAL shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured, provided, ADMIRAL may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the Named Insured shall promptly reimburse ADMIRAL therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.

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Admiral000008

2016-001140 Record on Appeal 1310

ADMIRAL INSURANCE
COMPANY
HOUSTON, TEXAS

ENDORSEMENT NO. 1 TO POLICY NO. 5 CG 0071

EFFECTIVE DATE 2-1-75 to 2-1-76

NAMED
INSURED Columbia Nitrogen

PRODUCER Loveless & Company

ENDORSEMENT

COMBINED SINGLE LIMIT OF LIABILITY

In consideration of the premium charged, it is understood and agreed that the LIMITS OF LIABILITY as expressed on the DECLARATIONS are amended to read as follows:

\$500,000. each occurrence as respects Bodily Injury Liability, Personal Injury Liability or Property Damage Liability or any combination thereof.

\$500,000. annual aggregate

It is further understood and agreed that Insuring Agreement III, Limits of Liability, as contained in any Coverage Part attached to this policy is amended to read as follows:

III. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, ADMIRAL's liability is limited as follows:

COVERAGES A, B, Y, Z and P - The total liability of ADMIRAL for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence and the total liability of ADMIRAL for all damages because of all property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability stated herein as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of ADMIRAL for all damages because of all bodily injury, personal injury and property damage to which this coverage applies shall not exceed the limit of liability stated herein as "aggregate".

Coverages A and B - For the purpose of determining the limit of ADMIRAL's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

ADMIRAL GENERAL AGENCY, INC.

Managing General Agent

BY: 

Authorized Representative

JG 0072 (2/74) 114

Admiral000009

ADMIRAL INSURANCE COMPANY

A TEXAS STOCK COMPANY
(herein called "ADMIRAL")

ENDORSEMENT

NO. 2 TO POLICY NO. 5-CG-0071

EFFECTIVE DATE 2-1-75 to 2-1-76

NAMED

INSURED Columbia Nitrogen

LIABILITY DEDUCTIBLE

In consideration of the premium charged, It is agreed:

1. ADMIRAL's obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the Insured applies only to the amount of damages in excess of any deductible amounts stated in the schedule below as applicable to such coverages.
2. The deductible amounts stated in the schedule apply as follows:
 - (a) PER-CLAIM BASIS - If the deductible is on a "per-claim" basis, the deductible amount applies under Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of bodily injury sustained by one person, or to all property damage sustained by one person or organization, as the result of any one occurrence.
 - (b) PER-OCCURRENCE BASIS - If the deductible is on a "per-occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all damages because of all bodily injury or property damage as the result of any one occurrence.
3. The terms of the policy, including those with respect to (a) ADMIRAL's rights and duties with respect to the defense of suits and (b) the Insured's duties in the event of an occurrence, apply irrespective of the application of the deductible amount.
4. ADMIRAL may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the Named Insured shall promptly reimburse ADMIRAL for such part of the deductible amount as has been paid by ADMIRAL.

SCHEDULE

Coverage	Amount & Basis of Deductible
A. Bodily Injury Liability (including claim adjustment and legal expenses)	\$ per claim \$ per occurrence
B. Property Damage Liability (including claim adjustment and legal expenses)	\$ per claim \$ per occurrence
C. Coverages A, B, Y, Z or P or any combination thereof (including claim adjustment and legal expenses)	\$ per claim \$ 1,000.00 per occurrence

Notes: If the policy provides Personal Injury Liability Coverage, the word "Personal" shall be substituted for the word "Bodily" in the foregoing.

ADMIRAL GENERAL AGENCY, INC.

Managing General Agents

By

Thomas M. McNamee
Authorized Representative

JC-0007 (3/74) IM

Admiral000010

2016-001140 Record on Appeal 1312

ADMIRAL COMPANY HOUSTON, TEXAS		ENDORSEMENT NO. <u>3</u> TO POLICY NO. <u>5 OG 0071</u> EFFECTIVE DATE <u>2-1-75 to 2-1-76</u>
NAMED INSURED <u>Columbia Nitrogen</u> PRODUCER <u>Loveless and Company</u>	ENDORSEMENT	

WORLDWIDE COVERAGE (INDEMNITY BASIS)

It is agreed that the insurance afforded also applies to Bodily Injury or Property Damage which occurs, during the policy period, outside the policy territory, provided such Bodily Injury or Property Damage:

- (1) is included in the completed operations hazard or the products hazard, or
- (2) arises out of activities of persons employed to perform work principally in the policy territory, while outside the policy territory, pursuant to their employment in the business of the named insured.

With respect to any claim made or suit instituted outside the policy territory:

- (a) The insured shall undertake the investigation, settlement and defense of such claims and suits and keep the company advised of all such proceedings and actions, and
- (b) The company's obligation under this policy shall be limited to reimbursement of the insured
 - (1) for the amount of damages because of liability imposed upon him by law on account of bodily injury or property damage to which the insurance applies, and
 - (2) for all reasonable expenses incurred in connection with the investigation, settlement or defense of such claims or suits and the company's reimbursement obligation for the sum of all damages imposed on and expenses incurred by the insured shall be limited to the amount stated in the policy as the applicable limit of the company's liability for damages; but the company may, at its discretion, participate in the defense or settlement of any such claim or suit;

and the company's reimbursement obligation for the sum of all damages imposed on and expenses incurred by the insured shall be limited to the amount stated in the policy as the applicable limit of the company's liability for damages; but the company may, at its discretion, participate in the defense or settlement of any such claim or suit.

ADMIRAL GENERAL AGENCY, INC.
Managing General Agent

BY

[Signature]
 Authorized Representative

16-0012 (2/4) 1A

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT COVERAGE UNDER
THIS POLICY DOES NOT APPLY TO:

LIABILITY ARISING OUT OF A WRAP-UP CONSTRUCTION PROJECT KNOWN AS:
COLUMBIA NITROGEN CORPORATION AND NIPRO, INC. PROJECT NUMBER N-003

All other Terms and Conditions remain unchanged

Attached to and Forming Part of Policy No. 33000534

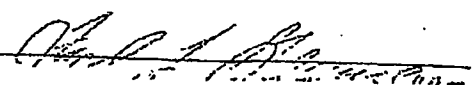
Issued To: COLUMBIA NITROGEN CORPORATION, ET AL

Effective Date: AUGUST 29, 1975

Endorsement No.: 4
9-11-75

GLA 12E(99)E474

STONEWALL INSURANCE COMPANY

By 

Alexander & Alexander Inc.
Suite 2173 Two Peachtree Street, N.W.
Atlanta, Georgia 30303
Telephone 404 558-8500
TWX 810 751-8437

Alexander
& Alexander

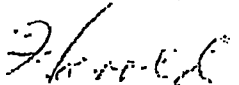
October 13, 1975

Mr. M. M. Standlee
Treasurer
Columbia Nitrogen Corporation
P. O. Box 1483
Augusta, Georgia 30903

Dear Mr. Standlee:

The Stonewall Insurance Company which writes the Umbrella Excess layer for Columbia Nitrogen has insisted that we exclude the Wrap-Up construction project that Columbia Nitrogen is involved in. According to their records, this is Project No. N-003, and the attached endorsement #4 excludes coverage for this Wrap-Up. We fought for a long period of time in an effort to have them not exclude the Wrap-Up from the Umbrella, but it was either to accept the enclosed endorsement or they would cancel the policy. Due to the fact that the Umbrella prices have risen drastically in the past year, we felt that the only alternative was to accept the exclusion endorsement which is attached.

Yours truly,


Harold L. Street

HLS:j1

Enc.

cc: Glen E. Pehl
Charlotte, N.C.

Admiral000013

2016-001140 Record on Appeal 1315

ADMIRAL COMPANY
HOUSTON, TEXAS

ENDORSEMENT NO. 4 TO POLICY NO. 5 CG 0071
EFFECTIVE DATE 2-1-75 to 2-1-76

NAMED INSURED Columbia Nitrogen
PRODUCER Lawless and Company

ENDORSEMENT

LIQUOR HAZARD INCLUSION ENDORSEMENT

In consideration of the premium shown in the schedule of this endorsement, it is agreed that:

1. With respect to the liquor hazard, the definition of bodily injury is amended to read as follows:

"Bodily Injury" means bodily injury, sickness, disease or loss of means of support, sustained by any person;

2. Exclusion (h) is replaced by the following:

- (h) (i) to injury arising out of any alcoholic beverage served or given while any license therefore, required by law, is not in existence, is suspended or after such license expires, is canceled or revoked.
- (ii) to any premium, assessment, penalty, fine or other similar obligation imposed upon the insured under any alcoholic beverage licensing law or similar laws;

3. When used in reference to this insurance:

"Liquor Hazard" means bodily injury or property damage for which the insured as

- (a) the owner or lessor of premises used by others for the purpose of selling, serving, distributing or manufacturing alcoholic beverages, or
- (b) a person or organization not in the business of selling, serving, distributing or manufacturing of any alcoholic beverages.

may be held liable if such liability is imposed by reason of the selling, serving or giving of any alcoholic beverage.

SCHEDULE

1. Location of all premises used by others in the business of manufacturing, distributing, serving or selling alcoholic beverages for which the insured is owner or lessor.
2. Premium for this endorsement: Included

ADMIRAL GENERAL AGENCY, INC.
Managing General Agents

BY

[Signature]

Authorized Representative

CG 0071 (1/74) 1A

Admiral000014

ADMIRAL COMPANY HOUSTON, TEXAS		ENDORSEMENT NO. <u>5A</u> TO POLICY NO. <u>5 CG 0071</u> EFFECTIVE DATE <u>2-1-75 to 2-1-76</u>
NAMED INSURED <u>Columbia Nitrogen</u> PRODUCER <u>Loveless and Company</u>	ENDORSEMENT	

EMPLOYEE BENEFITS LIABILITY INSURANCE

SCHEDULE

COVERAGE

Employee Benefit Programs
Liability Insurance

LIMITS OF LIABILITY

See Endorsement no. 1
 \$ each claim \$ _____ Aggregate
 Deductible \$1,000. each claim.

PREMIUM COMPUTATION:

Estimated Number
of Employees

	Rate (Per Employee)
First 5000. \$	Included
Next 5000. \$	in
Over 10,000. \$	Composite Rate
Total:	

Advance Premium
\$
\$
\$
\$ Included

Minimum Premium — Included

I. Coverage - Employee Benefit Programs Liability.

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages to a present or former employee of the named insured or the beneficiaries or legal representatives of such employee because of a negligent act, error or omission committed in the administration of the named insured's employee benefit programs if such negligent act, error or omission is committed during the policy period within the United States of America, its territories or possessions, or Canada; provided that claim therefore is made against an Insured during the period this insurance is in effect and provided further that the inception date of this insurance, no insured had any knowledge of a claim nor any knowledge of any circumstances which might result in a claim; and the company shall have the right and duty to defend any suit against the Insured seeking damages on account of employee benefit programs liability even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; but the company shall not be obligated to pay any claim or judgment or to defend any suit (1) after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements or (2) which are within the amount of the deductible stated in the schedule

- Continued on next page -

ADMIRAL GENERAL AGENCY, INC.

Managing General Agents

BY: _____

Authorized Representative

AG 0012 12(74) 04

Admiral000015

ADMIRAL COMPANY

HOUSTON, TEXAS

ENDORSEMENT NO. 28 TO POLICY NO. 5.03.0071
EFFECTIVE DATE 2-1-75 to 2-1-76

NAMED
INSURED Columbia Nitrogen
PRODUCER Loveless and Company

ENDORSEMENT

however, the company may, at its option, investigate, negotiate, settle or defend such claims or suits.

Exclusions

This insurance does not apply:

- (a) to any dishonest, fraudulent, criminal or malicious act, libel, slander, invasion of privacy, discrimination, or humiliation;
- (b) to bodily injury to, or sickness, disease, or death, of any person, or to injury to or destruction of any tangible property, including the loss of use thereof;
- (c) to the failure of performance of, or breach of contract by, an insurer of the named insured; or the insolvency or other inability of an insurer, the named insured or other person or organization to perform any of its obligations;
- (d) to the insured's failure to comply with any law concerning Workmen's Compensation, unemployment insurance, Social Security or disability benefits or any similar type law;
- (e) to the failure of stock to perform as represented by an insured or any other person or organization for whose acts or omissions the insured is legally liable; or to advice given to an employee to participate or not to participate in stock subscription plans;
- (f) to a negligent act, error or omission insured under the policy to which this coverage part is attached (or any other endorsement attached to such policy) or which would have been insured under such policy or endorsement but for the exhaustion of the limits of liability thereunder.

II. Persons Insured.

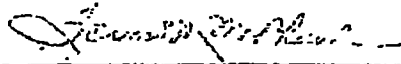
The unqualified word "insured", wherever used herein, includes not only the insured named in the Declarations but also any partner, executive officer, director, stockholder or employee thereof, provided such employee is authorized to act in the administration of the named insured's employee benefit programs.

III. Limits of Liability: Deductible

The limit of liability stated in the schedule as applicable to "each claim" is the limit of the company's liability for all damages incurred on account of any single claim insured

- Continued on next page -

ADMIRAL GENERAL AGENCY, INC.
Managing General Agents

BY: 

Authorized Representative

JC 0012 0774 104

Admiral000016

2016-001140 Record on Appeal 1318

ADMIRAL COMPANY
HOUSTON, TEXAS

ENDORSEMENT NO. 5-BB POLICY NO. 5-BB-0071
EFFECTIVE DATE 2-1-75 to 2-1-76

NAME OF INSURED Columbia Nitrogen

PRODUCER

ENDORSEMENT

Exclusion (g) is added to the Employee Benefits Liability Insurance provided by endorsements 5A, 5B and 5C.

- (g) It is hereby agreed and understood that the company shall not be liable to make any payment in connection with any claim made against the insureds which is based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and amendments thereto, or similar provisions of any federal, state or local statutory law or common law.

All other terms and provisions remain unchanged.

ADMIRAL GENERAL AGENCY, INC.
Managing General Agents

BY

[Signature]
Authorized Representative

IC 6012 (1/74) IM

Admiral000017

ADMIRAL GENERAL AGENCY, INC. **COMPANY** HOUSTON, TEXAS

ENDORSEMENT NO. 50 TO POLICY NO. 5 CG 0071

EFFECTIVE DATE 2-1-75 to 2-1-76

NAMED
 INSURED Columbia Nitrogen

PRODUCER Loveless and Company

ENDORSEMENT

hereunder: The limit of liability stated in the schedule as "aggregate" is, subject to the above provision respecting each claim, the total limit of the company's liability for all damages on account of all claims insured hereunder. The inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

The deductible stated in the schedule shall be deducted from each claim which the insured shall become legally obligated to pay as the result of claims covered under this coverage part, and the limit of the company's liability shall be the difference between such deductible amount and the limit of liability stated in the schedule. All of the terms of this policy apply irrespective of the application of the deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

IV. Additional Definitions.

When used in reference to this insurance:

"Employee benefit programs" shall mean group life insurance, group accident and health insurance, profit sharing plans, pension plans, employee stock-subscription plans, Workmen's Compensation, unemployment insurance, Social Security and Disability benefits insurance.

- (b) "Administration," wherever used shall mean:
- (1) giving counsel to employees with respect to the employee benefit program;
 - (2) interpreting the employee benefit program;
 - (3) handling of records in connection with employee benefit program;
 - (4) effecting enrollment, termination or cancellation of employees under the employee benefit programs;

provided all such acts are authorized by the named insured.

ADMIRAL GENERAL AGENCY, INC.
Managing General Agents

BY

[Signature]
 Authorized Representative

JG-0012 (12/74) 1A

Admiral000018

ADMIRAL INSURANCE COMPANY
HOUSTON, TEXAS

ENDORSEMENT NO. 6 TO POLICY NO. 5 CG 0071

EFFECTIVE DATE 2-1-75 to 2-1-76

NAMED INSURED Columbia Nitrogen

PRODUCER _____

ENDORSEMENT

ADDITIONAL INSURED
(Employees)

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

1. to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or if the named insured is a partnership or joint venture, any partner or member thereof;
2. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or if the named insured is a partnership or joint venture, any partner or member thereof.
3. It is agreed Exclusion 1. (a) above shall be deleted but only at the request of the named insured.

ADMIRAL GENERAL AGENCY, INC.
Managing General Agents

BY _____

Authorized Representative

JA 0012 (2/74) 1A

Admiral000019

ADMIRAL URANCE COMPANY HOUSTON, TEXAS		ENDORSEMENT NO. <u>7</u> TO POLICY NO. <u>5 CG 0077</u> EFFECTIVE DATE <u>2-1-75 to 2-1-76</u>
NAMED INSURED <u>Columbia Nitrogen</u> PRODUCER <u>Loveless and Company</u>	ENDORSEMENT	

Non-Owned Watercraft Coverage

1. The exclusion relating to watercraft does not apply to the watercraft described below:
 2. The "Persons Insured" provision includes any person or organization legally responsible for the use of any such watercraft owned by the named insured, provided the actual use thereof is within the permission of the named insured.
 3. The insurance with respect to any watercraft subject to this endorsement does not apply while the watercraft is rented to others or is used for carrying any passenger for a consideration unless this exclusion is stated in the schedule below to be inapplicable.

SCHEDULE

Description & Classification of Watercraft	Rates	Advance Premium
Boats - Private Passenger Motor or Sail - non-owned	Included in Composite Rate	

ADMIRAL GENERAL AGENCY, INC.
Managing General Agent

BY *William J. [Signature]*
 Authorized Representative

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Admiral000020

ADMIRAL INSURANCE COMPANY
HOUSTON, TEXAS

ENDORSEMENT NO. 8 TO POLICY NO. 5 CG 0071
EFFECTIVE DATE 2/1/75 to 2/1/76

NAMED INSURED Columbia Nitrogen

PRODUCER _____

ENDORSEMENT

AMENDATORY ENDORSEMENT

In consideration of the premium charged it is agreed:

1. Condition 11, "Cancellation" is amended to read "Thirty days (30)," in lieu of "Ten days (10)."
2. Incidental Malpractice coverage is provided.
3. Exclusion (q) (1), (2) and (3) of the Comprehensive General Liability Coverage is deleted.
4. Columbia Nitrogen Corporation Employees Recreation Association (CNCERA), a Georgia Corporation, shall be included as an Additional Insured as respects their operation as a Social Club.
(a) However, this insurance shall not apply to bodily injury to any person while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by this Additional Insured.

ADMIRAL GENERAL AGENCY, INC
Managing General Agents

BY [Signature]
Authorized Representative

16-0012 (174) 10

Admiral000021

2016-001140 Record on Appeal 1323

ADMIRAL INSURANCE COMPANY A TEXAS STOCK COMPANY (herein called "ADMIRAL")		Endorsement No. <u>9</u> To Policy No. <u>5 CG 0071</u> Effective Date <u>2-1-75 to 2-1-76</u>
NAMED INSURED <u>Columbia Nitrogen</u>	ASSUMPTION OF LIABILITY ENDORSEMENT	

THE SECURITY INSURANCE COMPANY OF HARTFORD (herein called "SECURITY"), with respect to the interest of all parties in the policy to which this Endorsement is attached, agrees as follows:

1. In the event that ADMIRAL shall, due to insolvency, fail to pay the amount of any loss which the interested party is entitled to recover under the limits, provisions and stipulations of the policy, SECURITY shall be liable for such amount within 60 days after receipt of written notice from such interested party setting forth the default of ADMIRAL. In no event shall the liability of SECURITY extend to the return of premium. The undersigned covenant that this Endorsement takes precedence over any other agreement, contract or arrangement between them to the extent that SECURITY shall not be subject to duplicate liability because of any payment(s) made under the provisions hereof and they further covenant that this Endorsement shall not be altered or modified while the policy is in force, except as hereinafter provided; that this is a valid and binding contract which they have a right to make and that the persons signing for them below are duly authorized for that purpose.
2. SECURITY shall be subrogated, to the extent of any payment(s) hereunder, to all rights of recovery therefor against any person or organization.
3. Should the policy to which this Endorsement related be cancelled for any reason whatsoever then this Endorsement shall be deemed cancelled concurrently therewith. This Endorsement may also be cancelled by SECURITY by mailing to the Named Insured and to any Mortgagee, Loss Payee or other interested party named in the policy at the address shown therein written notice stating when not less than 10 days thereafter such cancellation shall be effective. Copy of such notice shall also be furnished to ADMIRAL.

SECURITY INSURANCE
COMPANY OF HARTFORD

Richard
President

ADMIRAL GENERAL AGENCY, INC.
Managing General Agents

James M. Shaul
Authorized Representative

JG 0010 (1/74) 500

Admiral000022

2016-001140 Record on Appeal 1324

ADMIRAL INSURANCE
COMPANY
HOUSTON, TEXAS

ENDORSEMENT NO. 10 TO POLICY NO. 5 CG 0071
EFFECTIVE DATE 2-1-75

NAMED
INSURED Columbia Nitrogen
PRODUCER _____

ENDORSEMENT

ADDITIONAL INSURED

In consideration of the premium charged, it is agreed that Stamicarbon
is included as an additional insured as their interest may appear.

ADMIRAL GENERAL AGENCY, INC
Insurance General Agents

BY _____

Authorized Representative

JC 0012 (107-4) 1A

Authorized Representative

Admiral000023

ADMIRAL ★ ★ ★ **INSURANCE COMPANY**
 A TEXAS STOCK COMPANY
 (herein called "ADMIRAL")

ENDORSEMENT

NO. 11 TO POLICY NO. 5 CG 0071
 EFFECTIVE DATE 10-9-75

NAMED INSURED Columbia Nitrogen Corporation

In consideration of the premium charged it is agreed that the "Persons Insured" provision is amended to include as an insured the organization designated below but only with respect to his liability arising out of operations performed by or for said person or organization.

It is further agreed the insurance with respect to such person or organization does not apply to bodily injury or property damage arising out of the rendering of or the failure to render any professional services by or for the named insured, including

- (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
- (b) supervisory, inspection or engineering services.

PERSON OR ORGANIZATION

STAMA-CARBON

BY

Frederick H. Brown

Authorized Representative

IG 0012 15753 2500

ADMIRAL ★ ★ ★ **INSURANCE**
A TEXAS STOCK COMPANY ★ ★ ★ **COMPANY**
(herein called "ADMIRAL")

ENDORSEMENT

NO. 12 TO POLICY NO. 5 CG 0071
EFFECTIVE DATE 10/9/75

NAMED INSURED Columbia Nitrogen Corporation

In consideration of the premium charged it is understood and agreed that
Endorsement #10, amending the policy to include an ADDITIONAL INSURED,
Stamcarbon, is voided and superceded by endorsement #11.

ALL OTHER PROVISIONS AND STIPULATIONS REMAIN UNCHANGED.

BY Frederick H. Brown
Authorized Representative

K. 0012 (573) 7500

Admiral000025

2016-001140 Record on Appeal 1327

 ADMIRAL A STOCK COMPANY (Herein called "The Company")		Replacing <u>NEW</u> CASUALTY POLICY A - CM 2315 DECLARATIONS
NAMED INSURED MAILING ADDRESS	Columbia Nitrogen Corp., etal (Refer to Endorsement #1) P.O. Box 1483 Augusta, GA 30903	POLICY PERIOD: From <u>4/1/81</u> To <u>4/1/82</u> (At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein.)

In consideration of the payment of premium, to 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) \$500,000.00 any one occurrence as respects bodily injury, personal injury or property damage or all combined.
 b) \$500,000.00 aggregate.

Item IV. **PREMIUM:** \$150,000.00 (Refer to Endorsements #2 and 3).

Item V. **ENDORSEMENTS ATTACHED AT INCEPTION:**

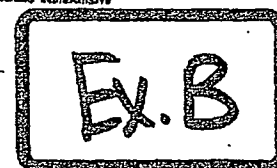
No 1-Named Insured
 No 2-Premium Computation
 No 3-Premium Adjustment Endorsement
 No 4-Broad Form Liability Endorsement
 No 5-Broad Form Vendors
 No 6-Fire Legal Liability Coverage Endorsement
 No 7-Employee Benefits Liability Insurance Endorsement
 No 8-Notice of Accident Endorsement

Counterigned On 4/28/81

At Haddonfield, NJ

0-22 (21)

By Frederic H. Brown
 Authorized Representative



Admiral000026

Praxis

IN WITNESS WHEREOF, the aforesaid NATIONAL ASSOCIATE COMPANY has caused this copy to be signed by its President and Secretary, both of whom are duly authorized to execute and deliver the foregoing copy, by a duly authorized representative of the Company.

I hereby certify that the above is a true and correct copy of the original as shown to me by the person or persons who presented it for recording.

Signed _____

Notary Public for the State of New York

My Commission Expires _____

MRS JO SMITH

[illegible]

by Paul H. Robinson

RECEIVED DIRECTOR, FBI, 10/10/68

INSURING AGREEMENT

Admiral will pay on behalf of the Insured, all sums in excess of the Insured's Retained Limit hereinafter stated, which the Insured shall become legally obligated to pay as damages because of:

- A. Bodily Injury
- B. Personal Injury
- C. Property Damage

to which this policy applies, caused by an occurrence.

DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

Admiral shall have the right and opportunity to associate with the Insured in the defense and control of any claim or proceeding arising out of such bodily injury or property damage. In such event the Insured and Admiral shall cooperate fully. Should any occurrence appear likely to exceed the Insured's Retained Limit, no loss expenses or legal expenses shall be incurred on behalf of Admiral without its prior consent. Should the Insured's Retained Limit be exhausted by payment of judgements or settlements because of Bodily Injury, Personal Injury or Property Damage during the period of this policy, Admiral shall pay, in addition to the applicable limit of liability and subject to all the conditions, definitions and terms of this policy, all loss and legal expenses; but Admiral shall not be obligated to pay any claim or judgement or to defend any suit after Admiral's limit of liability has been exhausted by payment of judgements or settlements.

INSURED'S RETAINED LIMIT - ADMIRAL'S LIMIT OF LIABILITY

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought because of bodily injury, personal injury or, property damage, Admiral's liability is limited as follows:

With respects to Coverage A, B & C or all combined, Admiral's liability shall be only for the applicable limit of liability in excess of the Insured's Retained Limit as specified in Item II(a) of the Declarations as the result of any one occurrence, and then for an amount not exceeding the amount specified in Item III(a) of the Limits of Liability section of the Declarations as the result of any one occurrence.

There is no limit to the number of occurrences during the policy period for which claims may be made, except that as respects (1) Coverage A, the total liability of Admiral arising out of either the products hazard or the completed operations hazard, or both combined, because of all occurrences during each policy year shall not exceed the amount specified in Item III(b) of the Limits of Liability section of the Declarations (2) Coverage B, the total liability of Admiral for all damages because of all personal injury to which this coverage applies shall not exceed the limit of personal injury liability stated in Item III(b) of the Declarations as aggregate (3) Coverage C, the total liability of Admiral for all damages because of all property

Admiral000028

damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in Item III(b) of the Declarations as "aggregate".

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the Named Insured.

For the purpose of determining the limit of Admiral's liability, all damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

POLICY TERRITORY

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury, personal injury, or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respects to damages because of bodily injury, personal injury, or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory.

PERSONS OR ENTITIES INSURED

Each of the following is an Insured under this insurance to the extent set forth below:

- (a) if the Named Insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of such a business;

- (b) if the Named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respects to his liability as such;
- (c) if the Named Insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the Named Insured) or organization while acting as real estate manager for the Named Insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the Named Insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the Named Insured any such equipment registered in the name of the Named Insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization; provided that no person or organization shall be an Insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the Named Insured or the employer of any person described in subparagraph (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) contracts requiring indemnification of a railroad;
 - (cc) (1) if the Insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of professional services performed by such Insured, including (i) the opinions, reports, surveys, change orders, designs or specifications, and (ii) supervisory, inspection or engineering services; (2) if the indemnitee of the Insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of (i) the preparation

or approval of maps, drawings, opinions, reports, surveys; change orders, designs or specifications, or (ii) the giving of or failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

- (dd) to any obligation for which the Insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project.

The following exclusions also apply to contractual liability assumed by the Insured under any agreement relating to construction operations.

This insurance does not apply:

- (ee) to bodily injury or property damage arising out of construction maintenance or repair of watercraft or loading or unloading thereof;
- (ff) to bodily injury or property damage arising out of operations, within fifty feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
- (gg) to bodily injury or property damage included within the completed operations hazard or the products hazard.
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any Insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any Insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Named Insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any Insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any Insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any Insured, or (2) any other watercraft operated by any person in the course of his employment by any Insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Named Insured;

- (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, 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 of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured;
- (m) to property damage to the Named Insured's products arising out of such products or any part of such products;

- (n) to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (o) to damage claimed for the withdrawal, inspection, repair, replacement, or loss of use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (p) to personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any Insured;
- (q) to personal injury arising out of any publication or utterance described in part (2) of the definition of Personal Injury, if the first injurious publication or utterance of the same or similar material by or on behalf of the Named Insured was made prior to the effective date of this insurance;
- (r) to personal injury arising out of a publication or utterance described in part (2) of the definition of Personal Injury, concerning any organization or business enterprise, or its products or services made by or at the direction of any Insured with knowledge of the falsity thereof.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the Insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

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- (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 geo-physical exploration and well servicing equipment;

"Named Insured" means the person or organization named in the Declarations of this policy;

"Named Insured's products" means goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, including any container thereof (other than a vehicle), but "Named Insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"personal injury" means (1) false arrest, detention or imprisonment, or malicious prosecution or, (2) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Named Insured or; (3) wrongful entry or eviction, or other invasion of the right of private occupancy;

"products hazard" includes bodily injury and property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been

physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the Insured under an incidental contract.

CONDITIONS

1. Premium

The premium for this policy is stated on Endorsement No. 2.

2. Inspection and Audit

ADMIRAL shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither ADMIRAL'S right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of, or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

ADMIRAL may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) Upon the Insured becoming aware of any alleged bodily injury or property damage to which this insurance applies, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the Insured to ADMIRAL or any of its authorized representatives as soon as practicable.
- (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to ADMIRAL'S authorized representative every demand, notice, summons or other process received by him or his representative.
- (c) The Insured shall cooperate with ADMIRAL and, upon ADMIRAL'S request, assist in making settlement, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this policy; and the Insured shall

attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense.

4. Appeals

In the event the Insured or the Insured's underlying insurer elects not to appeal a judgement in excess of the retained limit, ADMIRAL may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of ADMIRAL exceed the amount specified in the Limits of Liability section of this policy plus the taxable costs, disbursements and interest incidental to such appeal.

5. Action Against ADMIRAL

No actions shall lie against ADMIRAL unless, as a condition precedent thereto, the Insured shall have fully complied with the terms of this policy, nor until the amount of the Insured's obligation to pay an amount in excess of the retained limits shall have been finally determined either by judgement against the Insured after actual trial or by written agreement of the Insured, the claimant and ADMIRAL. The Insured shall make a definite claim for any loss in which ADMIRAL may be liable within a reasonable time after such final determination. If any subsequent payments are made by the Insured on account of the same occurrence, the Insured shall make additional claims from time to time and these claims shall be payable within thirty (30) days after proof in conformity with this policy. Any person or organization or the legal representative thereof who has secured such judgement or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join ADMIRAL as a co-defendant in any action against the Insured to determine the Insured's liability.

Bankruptcy or insolvency of the Insured shall not relieve ADMIRAL of any of its obligations hereunder.

6. Other Insurance with ADMIRAL

If collectible insurance under any other policy of ADMIRAL is available to the Insured, covering a loss also covered hereunder, ADMIRAL'S total liability shall in no event exceed the greater or greatest limit of liability applicable to such loss under this or any other such policy provided, however, this does not apply to insurance with ADMIRAL which is written as underlying insurance or which is written as excess insurance over the limit provided in this policy.

7. Other Insurance not with ADMIRAL

If collectible insurance with any other insurer is available to the Insured covering a loss also covered hereunder the insurance hereunder shall be in excess of, and not contribute with, such other insurance provided, however, this does not apply to insurance which is written as excess insurance over the limit provided in this policy.

8. Subrogation

In the event of any payment under this policy, ADMIRAL shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the Insured's) having paid an amount in excess of the retained limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. ADMIRAL shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Insured or any underlying insurer, as their interest may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by ADMIRAL, it shall bear the expenses thereof.

9. Changes

Notice to, or knowledge possessed by, any representative of ADMIRAL or by any other person shall not effect a waiver or a change in any part of this policy or estop ADMIRAL from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

10. Assignment

Assignment of interest under this policy shall not bind ADMIRAL until its consent is endorsed hereon; if, however, the Named Insured shall die, such insurance as is afforded by this policy shall apply (1) to the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the Named Insured, to the person having proper temporary custody thereof, as Insured, but only until the appointment and qualification of the legal representative.

11. Three Year Policy

If this policy is issued for a period of three years any limit of ADMIRAL'S liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

12. Cancellation

This policy may be cancelled by the Named Insured by surrender thereof to ADMIRAL'S authorized representative or by mailing to ADMIRAL'S authorized representative written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by ADMIRAL by mailing to the Named Insured at the address shown in this policy, written notice stating when not less than 60 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice

shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by ADMIRAL shall be equivalent to mailing.

If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If ADMIRAL cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

13. Declarations

By acceptance of this policy, the Named Insured agrees that the statements in the Declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and ADMIRAL or any of its representatives relating to this insurance.

INSURING COMPANY <u>Admiral Insurance Company</u> (herein called "the Company")	ENDORSEMENT NO <u>1</u> TO POLICY NO <u>AICW2315</u> EFFECTIVE DATE <u>4/1/81</u>
NAMED INSURED <u>Columbia Nitrogen Corp., etal</u>	NAMED INSURED

Columbia Nitrogen Corporation; Nippo, Inc.
 DSM; Synres Chemical Corporation, 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

JS-0019 & (2/81)

Admiral000040

2016-001140 Record on Appeal 1342

INSURING COMPANY <u>Admiral Insurance Company</u> (herein called "the Company")	ENDORSEMENT NO <u>2</u> TO POLICY NO. <u>ALCM2315</u> EFFECTIVE DATE <u>4/1/81</u>
NAMED INSURED <u>Columbia Nitrogen Corp., etal</u>	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
<u>\$30,000,000.00</u>	<u>\$.50</u>	<u>\$150,000.00 (Refer to End'r. #5)</u>

Minimum Annual Premium \$150,000.00 for each twelve (12) months of the policy period.

In the event of cancellation by the Named Insured, ADMIRAL shall receive and retain not less than \$ N/A as the Minimum Premium.

D - AUDIT PERIOD - ANNUAL

BY: *Frederick H. Brown*
Authorized Representative

JG0012 A (5/81)

Admiral000041

2016-001140 Record on Appeal 1343

INSURING COMPANY <u>Admiral Insurance Company</u> (hereinafter called "the Company")	ENDORSEMENT NO. <u>7</u> TO POLICY NO. <u>AIC2315</u> EFFECTIVE DATE <u>4/1/81</u>
NAMED ASSURED <u>Columbia Nitrogen Corp., etal</u>	PREMIUM ADJUSTMENT ENDORSEMENT

It is hereby understood and agreed that the premium for this policy shall be paid in installments as follows:

4/1/81 - \$45,000.00

6/1/81 - \$35,000.00

8/1/81 - \$35,000.00

10/1/81 - \$35,000.00

BY: Frederick H. Brown

Authorized Representative

JCS:z a (147)

INSURING COMPANY Admiral Insurance Company (hereinafter called "the Company")	ENDORSEMENT NO. 6 TO POLICY NO. AICH2315 EFFECTIVE DATE 4/1/81
NAMED INSURED Columbia Nitrogen Corp., et al	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

AGENTS A 1283

Admiral000043

INSURING COMPANY <u>Admiral Insurance Company</u> (Herein called "the Company")	ENDORSEMENT NO. <u>4 (con't)</u> TO POLICY NO. <u>A1CM2315</u> EFFECTIVE DATE <u>4/1/81</u>
NAMED INSURED <u>Columbia Nitrogen Corp., etal</u>	Page 2 of 4

- (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
 - (a) property while on premises owned by or rented to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured,
 - (b) tools or equipment while being used by the Insured in performing his operations,
 - (c) property in the custody of the Insured which is to be installed, erected or used in construction by the Insured,
 - (d) that particular part of any property, not on premises owned by or rented to the Insured,
 - (i) upon which operations are being performed by or on behalf of the Insured at the time of the property damage arising out of such operations, or
 - (ii) out of which any property damage arises, or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the Insured;

(2) with respect to the completed operations hazard, to property damage to work performed by the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith,

B. The insurance afforded hereby shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the Insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

III. WATERCRAFT NON-OWNERSHIP (UNDER 26 FEET IN LENGTH)

It is agreed that the policy exclusion relating to the ownership, maintenance, operation, use, loading or unloading of watercraft shall not apply to any watercraft under 26 feet in length provided such watercraft is not owned by the Named Insured and is not being used to carry persons for a charge.

The insurance afforded hereby shall be excess insurance over any other valid and collectible insurance available to the Insured.

IV. WORLDWIDE LIABILITY COVERAGE (Claims or Suits Brought Within the U.S.A. or Canada)

BY: *Frederick H. Brown*
Authorized Representative

30001 A 0011

INSURING COMPANY Admiral Insurance Company (hereinafter called "the Company")	ENDORSEMENT NO. 4 (con't) TO POLICY NO. AICH2315 EFFECTIVE DATE 4/1/81
NAMED ASSURED Columbia Nitrogen Corp., etal	Page 3 of 4

It is agreed that the definition of policy territory is amended to read as follows:

"policy territory" means:

- (1) the United States of America, its territories or possessions or Canada, or
- (2) international waters or air space, provided the bodily injury, personal injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or,
- (3) anywhere in the world with respect to damages because of bodily injury or property damage covered by this insurance, but only as respects claims or suits brought within the United States of America, its territories or possessions, or Canada.

V. AUTOMATIC COVERAGE - NEWLY ACQUIRED ENTITIES (90 DAYS)

The word Insured shall include any entity which is acquired or formed after the effective date of this endorsement by any Named Insured and over which such Named Insured maintains ownership or financial control, provided this insurance does not apply to bodily injury or property damage with respect to which such a new Insured under this policy is also an Insured under any other liability or indemnity policy or would be an Insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such entity is acquired or formed by such Named Insured unless this policy is endorsed to include such new Insured as a Named Insured effective as of the date of such acquisition.

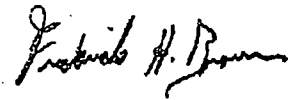
VI. INCIDENTAL MALPRACTICE COVERAGE

It is agreed that the definition of "bodily injury" is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render during the policy period, the following services:

- (a) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

BY: 
 Authorized Representative

JD0017 A (5/81)

Admiral000045

2016-001140 Record on Appeal 1347

INSURING COMPANY..... <u>Admiral Insurance Company</u> (herein called "the Company")	ENDORSEMENT NO 4 (cont.) TO POLICY NO. A1CM2115 EFFECTIVE DATE 4/1/81
NAMED INSURED <u>Columbia Nitrogen Corp., etal</u>	Page 4 of 4

- (1) expenses incurred by the Insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of providing any of the services described under (a) and (b) above, but this exclusion does not apply to nurses employed by the Insured or first aid administered by an employee of the Insured;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under (a) and (b) above.

VII. HOST LIQUOR LIABILITY

The exclusion contained in the policy with respect to the manufacturing, distributing, selling or serving alcoholic beverages does not apply to bodily injury or property damage arising out of serving or giving to alcoholic beverages by or on behalf of the Named Insured provided the Named Insured is not a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or is not an owner or lessor of premises used for such purposes.

VIII. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the Insured which results in bodily injury, is such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

BY:

Frederick H. Brown

Authorized Representative

JG0012 A 104

Admiral000046

2016-001140 Record on Appeal 1348

INSURING COMPANY <u>Admiral Insurance Company</u> (herein called "the Company")	ENDORSEMENT NO. <u>5</u> TO POLICY NO. <u>A1042315</u> EFFECTIVE DATE <u>4/1/81</u>
NAMED INSURED <u>Columbia Nitrogen Corp., etal</u>	BROAD FORM VENDORS

It is agreed that the "Persons Insured" provision is amended to include any persons or organization designated below (herein referred to as "vendor"), as an Insured, but only with respect to the distribution or sale in the regular course of the vendor's business of the Named Insured's products designated below subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to:
 - (a) any express warranty unauthorized by the Named Insured;
 - (b) bodily injury or property damage arising out of
 - (i) any physical or chemical change in the form of the product made intentionally by the vendor,
 - (ii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container,
 - (iii) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product, or
 - (iv) products which after distribution or sale by the Named Insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
2. The insurance does not apply to any person or organization, as Insured, from whom the Named Insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

SCHEDULE

<u>VENDOR(S)</u>	<u>PRODUCTS</u>
All Vendors	Various

BY: _____

Frederick H. Brown
Authorized Representative

JG0017 A 04H

Admiral000047

2016-001140 Record on Appeal 1349