

505 Eagleview Boulevard
Suite 100
PO Box 636
Exton, PA 19341-0636
USA
Phone 800 327 1414
+1 610 968 9500
Fax +1 610 458 8667
Sharon.Kahles-
Halm@xlgroup.com
xlgroup.com/insurance

May 05, 2014

KSPG Holding USA, Inc.
1731 Industrial Parkway N
Marinette, WI 54143-3704

Thank you for placing your insurance coverage with the U.S. Incoming Casualty Unit of XL Insurance.

Sincerely,



Sharon Kahles-Halm, CPCU
Sr. Underwriter
Assistant Vice President
Global Incoming
XL Group
Sharon.Kahles-Halm@xlgroup.com
505 Eagleview Blvd.
Suite 100
Exton, PA 19341-0636

CLAIM REPORTING INSTRUCTIONS

New claims can be reported by phone, fax, mail or email, 24 hours a day, seven days a week, 365 days a year.

Please include, if available, the name, address and phone number for all relevant parties, the date and time of loss, the location of the loss, a description of the loss, and any damage information.

If reporting by phone, please be sure to indicate if the claim involves a fatality, serious bodily injury, pollution spill, or requires immediate response.

Phone: **1-800-823-7351** (Toll-Free)

Fax: **1-866-262-9002** (Toll-Free)
 1-678-819-7388 (Toll)

Email: napropcasclaimnewnotices@xlgroup.com (New Claims Notices)

Email: napropcasclaims@xlgroup.com (All Other Claims Correspondence)

USPS Mail: **XL Group**
 PO Box 614002
 Orlando, FL 32861-4002

Overnight Mail: **XL Group**
 4209 Vineland Road, Suite J-2
 Orlando, FL 32811

INSTRUCTIONS FOR REQUESTING LOSS RUNS

Due to privacy issues, US Incoming Casualty can only honor requests for loss runs when submitted in writing by our broker of record or by the Insured on their company letterhead.

To request a copy of loss runs for your policy, please submit your request to:

USIncomingLossRunRequests@xlgroup.com

NOTICE TO POLICYHOLDERS

POTENTIAL EXPIRATION, REPLACEMENT OR REVISION OF THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007

This Notice is intended to advise you of potential changes to your policy that may occur in the future depending on the outcome of legislation that is scheduled to expire as described below.

This Notice applies to coverage under the following policy forms:

Commercial Umbrella Liability Policy
Commercial Excess Follow Form and Umbrella Liability Policy
Excess Liability Policy

The annual premium for "Certified Acts of Terrorism" and "Other Acts of Terrorism" coverage provided under this policy is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Program Reauthorization Act of 2007 (hereinafter referred to as the "Program") which is scheduled to terminate on 12/31/14 unless extended by the federal government.

If the Program: (a) is not renewed, extended, or replaced by any other similar law, act or provision; or (b) is renewed, extended or replaced without the mandatory requirement to make terrorism coverage available to you and/or with an increase in insurance carrier's statutory deductible percentages, decrease in federal government's statutory percentage share in potential terrorism losses above such deductible and/or includes provisions that redefine terrorism or revise terms and conditions that differ from current in-force legislation then no "Certified Acts of Terrorism" or any other terrorism coverage will be provided under this policy after December 31, 2014.

If (a) or (b) occurs, then a Terrorism Exclusion will be added to your policy effective January 1, 2015 (where legally allowable) excluding coverage for "Certified Acts of Terrorism" (or any other terrorism coverage provided under the Program) or any other post-Program Terrorism coverage. If you paid Terrorism premium for a policy term post December 31, 2014, then the pro-rated portion of the Terrorism premium paid will be returned to you.

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO POLICYHOLDERS

New York	<p>General: All applications for commercial insurance, other than automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p>All applications for automobile insurance and all claim forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p>Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Pennsylvania	<p>All Commercial Insurance, Except As Provided for Automobile Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p>Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>
Puerto Rico	Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

NOTICE TO POLICYHOLDERS

Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	<p>All Commercial Insurance, Except As Provided for Workers' Compensation It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p> <p>Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.</p>
Utah	Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

NOTICE TO POLICYHOLDERS

PRIVACY POLICY

The XL America, Inc. insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;
- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;

NOTICE TO POLICYHOLDERS

- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;

NOTICE TO POLICYHOLDERS

- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC and possibly the U.S. Department of State. **Please read this Policyholder Notice carefully.**

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous

- Foreign agents
- Front organizations
- Terrorists
- Terrorist organizations
- Narcotics traffickers

as *Specially Designated Nationals and Blocked Persons*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treas.gov/ofac>.

The Secretary of the Treasury also has identified a number of entities in the insurance, petroleum, and petrochemicals industries determined to be owned or controlled by the Iranian government. Business transactions with any of these entities are expressly prohibited. These entities have been added to OFAC's list of *Financial Institutions Determined To Be Owned or Controlled by the Government of Iran*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treas.gov/offices/enforcement/lists/>

In accordance with OFAC regulations, or any applicable regulation promulgated by the U.S. Department of State, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

PN CW 05 1010

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NOTICE TO POLICYHOLDERS

WISCONSIN

Keep this Notice with your Insurance Papers

Problems with your insurance? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL:

**1-800-622-7311
XL INSURANCE
SEAVIEW HOUSE
70 SEAVIEW AVENUE
STAMFORD, CT 06902-6040**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

Office of the Commissioner of Insurance
Information and Complaints Section
P. O. Box 7873
Madison, WI 53707-7873

To request a complaint form call:

1-800-236-8517 (within Wisconsin) or 1-608-266-0103 (outside of Wisconsin)



Regulatory Office
505 Eagleview Blvd.,
Ste. 100
Dept: Regulatory
Exton, PA 19341-0636

(800) 688-1840

COMPANY PROVIDING COVERAGE:

XL Insurance America, Inc.

**COMMERCIAL UMBRELLA LIABILITY POLICY
DECLARATIONS**

Policy Number: US00006881LI13A

Renewal of: US00006881LI12A

ITEM 1. NAMED INSURED: KSPG HOLDING USA, INC.

**MAILING ADDRESS: 1731 INDUSTRIAL PARKWAY N
MARINETTE, WI 54143-3704**

ITEM 2. POLICY PERIOD: FROM: December 31, 2013 TO: December 31, 2014
(at 12:01 A.M. at the address of the Named Insured stated above)

ITEM 3. LIMITS OF INSURANCE:

The limits of insurance, subject to the terms of this policy, are:

\$ 4,000,000 Each Occurrence
\$ N/A General Aggregate (In accordance with Section III. Limits of Insurance)
\$ N/A Products-Completed Operations Aggregate (in accordance with Section III.
Limits of Insurance)
\$ 4,000,000 Combined Aggregate (In accordance with Section III. Limits of Insurance)

ITEM 4. SELF-INSURED RETENTION: \$ 10,000 Each Occurrence

ITEM 5. UNDERLYING INSURANCE: see Schedule Underlying Insurance attached.

ITEM 6. POLICY PREMIUM:

<u>Estimated Total Annual Exposure</u>	<u>Rate per</u>	<u>Advance Premium</u>	<u>Minimum Premium</u>
(s) \$277,448,931	0.49955	\$138,600	N/A
Terrorism Premium		Excluded	
Total Premium		\$138,600	

Policy is not subject to Audit

ITEM 7. THIS POLICY INCLUDES THESE ENDORSEMENTS AT INCEPTION: (See attached schedule)

PRODUCER NAME: Lockton Companies, LLC
ADDRESS: 444 W. 47th Street, Suite 900
Kansas City, MO 64112-1906

Camille m. netta

Authorized Representative or
Countersignature (in states where applicable)

05/05/14
Date

Issue Date: 05/05/14 VB

Schedule of Underlying Insurance

Policy Number US00006881LI13A

Type of Policy	Applicable Limits	Insurer	Policy Period
(A) Automobile Liability Policy Type and Symbol Bus. Auto 1 Garage Truckers	Bodily Injury \$ Each Person Property Damage \$ Each Accident Bodily Injury and Property Damage Combined Single Limit \$ 1,000,000 Each Accident	Hartford Fire Insurance Company	37 UEN MS5711 1/1/14 to 1/1/15
(B) Commercial General Liability	\$ 1,000,000 Each Occurrence Limit \$ 2,000,000 Products/Completed Operations Aggregate Limit \$ 2,000,000 General Aggregate Limit \$ N/A Policy Aggregate Limit \$ 1,000,000 Personal & Advertising Injury Limit	XL Insurance America, Inc.	US0006878LI13A 12/31/13 to 12/31/14
(C) Employers Liability	Coverage B – Employers Liability Bodily Injury by Accident \$ 1,000,000 Each Accident Bodily Injury by Disease \$ 1,000,000 Policy Limit Bodily Injury by Disease \$ 1,000,000 Each Employee	Twin City Fire Insurance Co.	37 WBR MS5710 1/1/14 to 1/1/15
(D) Employee Benefits	1,000,000 per claim 1,000,000 per aggregate	XL Insurance America, Inc.	US0006878LI13A 12/31/13 to 12/31/14
(E) Other _____ <i>(list other coverage)</i>			

IN WITNESS

XL INSURANCE AMERICA, INC.

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-0636
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Seraina Maag
President



Toni Ann Perkins
Secretary

COMMERCIAL UMBRELLA LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words "you" and "your" refer to the "Named Insured" shown in Item 1 of the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI. Definitions.

In consideration of the payment of premium and in reliance upon the statements in the Declarations and subject to the Limits of Insurance, Exclusions, Conditions, Definitions and other terms of this Policy, the Company named in the Declarations (a capital stock company, herein called the Company) agrees with the "Named Insured" to provide coverage as follows:

SECTION I. INSURING AGREEMENTS

Coverage

- A.** We will pay on behalf of the "Insured" those sums in excess of the "Retained Limit" that the "Insured" becomes legally obligated to pay as damages because of "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" to which this insurance applies.

The amount we will pay for damages is limited as described in Section III. Limits of Insurance.

If we are prevented by law or statute from paying damages covered by this Policy on behalf of the "Insured", then we will indemnify the "Insured" for those sums in excess of the "Retained Limit".

- B.** This Policy applies:

1. To "Bodily Injury" or "Property Damage" only if the "Bodily Injury" or "Property Damage" is caused by an "Occurrence" that takes place anywhere, and the "Bodily Injury" or "Property Damage" occurs during the "Policy Period";
2. To "Personal and Advertising Injury" only if the "Personal and Advertising Injury" is caused by an "Occurrence" that takes place anywhere arising out of your business, but only if the "Occurrence" was committed during the "Policy Period"; and
3. To "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" only if prior to the "Policy Period" no "Insured" designated in Section VI. Definitions, F. Insured, Paragraphs 1. and 2., no manager in your risk management, insurance or legal department and no employee who was authorized by you to give or receive notice of an "Occurrence", claim or "Suit", knew that the "Bodily Injury" or "Property Damage" had occurred, in whole or in part, or that an "Occurrence" had been committed that caused "Personal and Advertising Injury". If such an "Insured", manager or authorized employee knew, prior to the "Policy Period", that the "Bodily Injury" or "Property Damage" had occurred or that an "Occurrence" had been committed that caused "Personal and Advertising Injury", then any continuation, change or resumption of such "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" during or after the "Policy Period" will be deemed to have been known prior to the "Policy Period".

- C. "Bodily Injury" or "Property Damage" which occurs during the "Policy Period" or an "Occurrence" which was committed and caused "Personal and Advertising Injury" and was not, prior to the "Policy Period", known to have occurred by any "Insured" designated in Section VI. Definitions F. "Insured" Paragraphs 1. and 2., any manager in your risk management, insurance or legal department or any employee authorized by you to give or receive notice of an "Occurrence", claim or "Suit", includes any continuation, change or resumption of that "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" after the end of the "Policy Period".
- D. "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" will be deemed to have been known to have occurred at the earliest time when any "Insured" designated in Section VI. Definitions, F. Paragraphs 1 and 2, any manager in your risk management, insurance or legal department or any employee who was authorized by you to give or receive notice of an "Occurrence", claim or "Suit":
1. Reports all or any part of the "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" to us or any other insurer;
 2. Receives a written or verbal demand or claim for damages because of the "Bodily Injury", "Property Damage" or "Personal and Advertising Injury"; or
 3. Becomes aware by any other means that "Bodily Injury" or "Property Damage" has occurred or has begun to occur or an "Occurrence" has been committed that has caused or may cause "Personal and Advertising Injury".
- E. This Policy does not apply to any "Suit", which is commenced prior to the effective date of this Policy, where any "Insured" has been summoned or served with legal process in said "Suit".
- F. Damages because of "Bodily Injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "Bodily Injury".

SECTION II. DEFENSE PROVISIONS

- A. We will have the right and duty to defend any "Suit" against the "Insured" that seeks damages for "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" covered by this Policy even if the "Suit" is groundless, false or fraudulent when:
1. The total limits of "Scheduled Underlying Insurance" have been exhausted by the payment of "Loss" to which this Policy applies; or
 2. The damages sought are covered by this Policy but are not covered by "Scheduled Underlying Insurance" even if the total applicable limits of the "Scheduled Underlying Insurance" have not been exhausted by the payment of "Loss".
- If any law or statute prevents us from complying with this agreement, we will reimburse the "Insured" for the expenses incurred to meet those obligations if we have given our written consent.
- B. We have no duty to defend the "Insured" against any "Suit" seeking damages to which this insurance does not apply.

- C. When we assume the defense of any "Suit" against the "Insured" that seeks damages covered by this Policy, we will:
1. Investigate, negotiate and settle the "Suit" as we deem expedient; and
 2. Pay the following supplementary payments to the extent that such payments are not covered by "Scheduled Underlying Insurance" or any applicable "Other Insurance":
 - a. Premiums on bonds to release attachments for amounts not exceeding the Policy Limits of Insurance, but we are not obligated to apply for or furnish those bonds;
 - b. Premiums for all appeal bonds required by law to appeal a judgment in a "Suit" for amounts not exceeding the applicable Limits of Insurance of this Policy, but we are not obligated to apply for or furnish any such bond;
 - c. All court costs taxed against the "Insured" in the "Suit" that relate to claims to which this insurance applies;
 - d. Pre-judgment interest awarded against the "Insured" on that part of the judgment within the applicable Limits of Insurance of this Policy we pay. If we make an offer to pay the applicable Limits of Insurance, we will not pay any pre-judgment interest accruing after we make such offer;
 - e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limits of Insurance of this Policy; and
 - f. The "Insured's" expenses incurred at our request or with our consent.
- D. Except as provided in A. above, we will have no duty to defend any "Suit" against the "Insured". We will, however, have the right, but not the duty, to participate in the defense of any "Suit" and the investigation of any claim to which this Policy may apply. If we exercise this right, we will do so at our own expense.
- E. Our right and duty to defend ends when we have used up the applicable Limits of Insurance in the payment of "Loss".

SECTION III. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in Item 3 of the Declarations and rules below state the most we will pay for all damages under this Policy regardless of the number of:
1. "Insureds";
 2. Claims made or "Suits" brought;
 3. Persons or organizations making claims or bringing "Suits"; or
 4. Coverages provided under this Policy.
- B. Subject to the Limits of Insurance of this Policy, we will pay only that amount of "Loss" that is in excess of the "Retained Limit".

- C.** If there is an amount shown on the Declarations for the General Aggregate Limit, that amount is the most we will pay for all damages, except for damages because of:
1. The ownership, maintenance, operation, use, or entrustment of an "Auto" covered by this Policy;
or
 2. "Bodily Injury" or "Property Damage" included in the "Products-Completed Operations Hazard".
- D.** If there is an amount shown on the Declarations for the Products-Completed Operations Aggregate Limit, that amount is the most we will pay for all damages included in the "Products-Completed Operations Hazard".
- E.** If there is an amount shown on the Declarations for Combined Aggregate Limit, that amount is the most we will pay for all damages, except damages because of the ownership, maintenance, operation, use or entrustment of an "Auto".
- F.** Subject to C., D. or E. above, whichever applies, the Each "Occurrence" Limit is the most we will pay for all damages for "Bodily Injury", "Property Damage", "Personal and Advertising Injury" that arises out of any one "Occurrence".
- G.** The Limits of Insurance of this Policy apply only in excess of the "Retained Limit". If, however, the total Policy limits for any Policy shown in the "Schedule of Underlying Insurance" forming part of this Policy has a total Limit of Insurance:
1. Greater than the amount shown in such schedule, this Policy will apply in excess of the greater amount; or
 2. Less than the amount shown in such schedule, this Policy will apply in excess of the amount shown in the "Schedule of Underlying Insurance" forming a part of this Policy, and "Other Insurance" that is applicable and collectible.
- H.** Expenses incurred to defend any "Suit" or to investigate any claim as provided in Section II will be in addition to the applicable Limits of Insurance of this Policy. Provided, however, that if such expenses reduce the applicable limits of "Scheduled Underlying Insurance", then such expenses will reduce the applicable Limits of Insurance of this Policy.
- I.** If the total applicable limits of "Scheduled Underlying Insurance" are reduced or exhausted by the payment of "Loss" to which this Policy applies, we will:
1. In the event of such reduction, subject to the terms and conditions of this Policy, pay excess of the sum of any remaining total applicable limits of "Scheduled Underlying Insurance" and any applicable and collectible "Other Insurance"; and
 2. In the event of exhaustion of the total applicable limits of "Scheduled Underlying Insurance" and any applicable and collectible "Other Insurance", continue in force subject to the terms and conditions of this Policy.

However, if the limits of the "Scheduled Underlying Insurance" are not collectible for any reason, other than reduction or exhaustion by the payment of "Loss", our obligations will not be increased, and we will pay only those amounts in excess of the limits of "Scheduled Underlying Insurance" shown in the Schedule of Underlying Insurance.

J. We will not make any payment under this Policy unless and until:

1. The total applicable limits of "Scheduled Underlying Insurance" have been exhausted by the payment of "Loss" to which this Policy applies, and any applicable limits of "Other Insurance" have been exhausted; or
2. The total applicable "Self-Insured Retention" has been satisfied by the payment of "Loss" to which this Policy applies.

When the amount of "Loss" has finally been determined by an agreed settlement or a final judgment, we will promptly pay on behalf of the "Insured" the amount of such "Loss" within the applicable Limits of Insurance of this Policy.

K. The Limits of Insurance of this Policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, beginning with the inception date of the "Policy Period" shown in the Declarations, unless the "Policy Period" is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance of this Policy.

L. If an "Occurrence" to which this Policy applies results in "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" that is continuous or progressively deteriorating over consecutive annual periods, the maximum Limit of Insurance we will pay under this Policy and any other Policy we issue to any "Insured", including but not limited to any Policy which term is prior to or subsequent to this Policy, will be the amount set forth in the Declarations of this Policy.

SECTION IV. EXCLUSIONS

A. Aircraft or Watercraft

This insurance does not apply to "Bodily Injury" or "Property Damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any "Insured". Use includes operation and loading and unloading.

This exclusion applies even if the claims against any "Insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "Insured" if the "Occurrence" which caused the "Bodily Injury" or "Property Damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any "Insured".

B. Asbestos

This insurance does not apply to any liability arising out of:

1. The manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
2. Any obligation of the "Insured" to indemnify a party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or

3. Any obligation to defend any "Suit" or claim against the "Insured" that seeks damages if such "Suit" or claim arises as the result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

C. Contractual Liability

This insurance does not apply to "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" for which the "Insured" is obligated to pay by reason of assumption of liability in a contract or agreement. This exclusion does not apply to:

1. Liability for "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" that the "Insured" would have in the absence of a contract or agreement; or
2. Liability for "Bodily Injury" or "Property Damage" assumed in an "Insured Contract", provided "Bodily Injury" or "Property Damage" occurs subsequent to the execution and prior to the termination of the "Insured Contract". Solely for the purposes of liability assumed in an "Insured Contract", reasonable attorney fees and litigation expenses incurred by or for a party other than an "Insured" are not deemed to be supplementary payments under Section II.C. 2. Such fees, costs and expenses will be considered damages because of "Bodily Injury" or "Property Damage" and included in the Limits of Insurance of this Policy, provided:
 - a. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "Insured Contract"; and
 - b. Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this Policy applies are alleged.

D. Damage to "Impaired Property" Not Physically Injured

This insurance does not apply to "Property Damage" to "Impaired Property" or property that has not been physically injured, arising out of:

1. A defect, deficiency, inadequacy or dangerous condition in "Your Product" or "Your Work"; or
2. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "Your Product" or "Your Work" after it has been put to its intended use.

E. Damage to Property

This insurance does not apply to "Property Damage" for:

1. Property you own, rent, or occupy including any costs or expenses incurred by you or another person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "Property Damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the "Insured";
5. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "Property Damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "Your Work" was incorrectly performed on it.

Paragraph 2. of this exclusion does not apply if the premises are "Your Work" and were never occupied, rented or held for rental by you.

Paragraphs 3., 4., 5. and 6. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6. of this exclusion does not apply to "Property Damage" included in the "Products-Completed Operations Hazard".

F. Damage to Your Product

This insurance does not apply to "Property Damage" to "Your Product" arising out of it or any part of it.

G. Damage to Your Work

This insurance does not apply to "Property Damage" to "Your Work" arising out of it or any part of it and included in the "Products-Completed Operations Hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

H. Electronic Data

This insurance does not apply to damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

I. Employees and Volunteers

This insurance does not apply to liability of any employee or volunteer qualifying as an "Insured" under this Policy arising out of "Bodily Injury", "Property Damage", or "Personal and Advertising Injury":

1. To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or to your other volunteer workers while performing duties related to the conduct of your business;
2. To the spouse, child, parent, brother, sister of such injured co-employee or volunteer worker as a consequence of Paragraph I.1 above;
3. To the spouse, child, parent, brother or sister of that co-employee or volunteer worker who must pay damages because of the injury described in Exclusion I. 1. and 2. above; or
4. Arising out of his or her providing or failing to provide professional health care services.

Paragraphs 1., 2. and 3. of this exclusion do not apply to the extent that applicable and collectible "Scheduled Underlying Insurance" for such "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" exists or would have existed but for the reduction or exhaustion of "Scheduled Underlying Insurance" by the payment of "Loss" to which this Policy applies. Coverage provided by this Policy will follow the provisions, exclusions and limitations of the "Scheduled Underlying Insurance" unless otherwise provided by the terms of this Policy. However, the insurance provided by this Policy will not be broader than the insurance coverage provided by such "Scheduled Underlying Insurance".

J. Employment Practices

This insurance does not apply to any liability arising out of:

1. Failure to hire any prospective employee or any applicant for employment;
2. Dismissal, discharge or termination of any employee;
3. Failure to promote or advance any employee; or
4. Employment-related practices, policies, acts, omissions or misrepresentations directed at a present, past, future or prospective employee, including but not limited to:
 - a. Coercion, harassment, humiliation or discrimination;
 - b. Demotion, evaluation, reassignment, discipline, or retaliation;
 - c. Libel, slander, humiliation, defamation, or invasion of privacy; or
 - d. Violation of civil rights.

This exclusion applies:

1. Whether the "Insured" may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

K. ERISA

This insurance does not apply to any obligation of the "Insured" under the Employment Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto, or any similar law.

L. Expected or Intended Injury

This insurance does not apply to "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the "Insured". However, this exclusion does not apply to "Bodily Injury" or "Property Damage" resulting from the use of reasonable force by the "Insured" to protect persons or property.

M. Liquor Liability

This insurance does not apply to "Bodily Injury" or "Property Damage" for which any "Insured" may be held liable by reason of:

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

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

This exclusion does not apply to the extent that applicable and collectible "Scheduled Underlying Insurance" for such "Bodily Injury" or "Property Damage" exists or would have existed but for the reduction or exhaustion of "Scheduled Underlying Insurance" by the payment of "Loss" to which this Policy applies. Coverage provided by this Policy will follow the provisions, exclusions and limitations of the "Scheduled Underlying Insurance" unless otherwise provided by the terms of this Policy. However, the insurance provided by this Policy will not be broader than the insurance coverage provided by such "Scheduled Underlying Insurance".

N. No-Fault, Uninsured Motorist or Underinsured Motorist Laws

This insurance does not apply to any obligation of the "Insured" under any No Fault, Uninsured or Underinsured Motorist law, or any similar law.

O. Nuclear Liability

This insurance does not apply to:

1. Any liability:
 - a. With respect to which an "Insured" under this Policy is also an "Insured" under a nuclear energy liability Policy issued by the Nuclear Energy Liability-Property Insurance Association, Mutual Atomic Energy Liability Underwriters or the Nuclear Insurance Association of Canada or any of their successors, or would be an "Insured" under any such Policy but for its termination upon exhaustion of its limit of liability;

- 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 an agency thereof with any person or organization; or
 - c. Resulting from the "hazardous properties" of "nuclear material" if:
 - i) The "nuclear material" (1) is at any "nuclear facility" owned by the "Insured" or operated by, or on behalf of the "Insured", or (2) has been discharged or dispensed therefrom;
 - ii) 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 the "Insured"; or
 - iii) The injury or damage arises out of the furnishing by the "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 iii) applies only to "Property Damage" to such "nuclear facility" and any property thereat.
2. As used in this exclusion:
- a. "Hazardous properties" includes radioactive, toxic or explosive properties;
 - b. "Nuclear material" means "source material", "special nuclear material" or "by-product material";
 - c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof;
 - d. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
 - e. "Waste" means any waste material (1) containing "by-product material" and (2) resulting from the operation by any person or organization of a "nuclear facility" included within the definition of "nuclear facility" below;
 - f. "Nuclear facility" means:
 - i) any "nuclear reactor";
 - ii) 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 "wastes";
 - iii) 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 "Insured's" custody 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; or

- iv) any structure, basin, excavation, premises or place prepared or used for 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;
- g. "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; and
- h. "Property Damage" includes all forms of radioactive contamination of property.

P. "Personal and Advertising Injury"

This insurance does not apply to "Personal and Advertising Injury":

1. Caused by or at the direction of the "Insured" with the knowledge that the act would violate the rights of another and would inflict "Personal and Advertising Injury";
2. Arising out of oral or written publication of material, if done by or at the direction of the "Insured" with the knowledge of its falsity;
3. Arising out of oral or written publication of material whose first publication took place before the beginning of the "Policy Period";
4. Arising out of a criminal act committed by or at the direction of the "Insured";
5. For which the "Insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the "Insured" would have in the absence of the contract or agreement;
6. Arising out of a breach of contract, except an implied contract, to use another's advertising idea in your "Advertisement";
7. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "Advertisement";
8. Arising out of the wrong description of the price of goods, products or services stated in your "Advertisement";
9. Arising out of the infringement of copyright, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "Advertisement", of copyright, trade dress or slogan.

10. Committed by an "Insured" whose business is:
 - a. Advertising, broadcasting, publishing or telecasting;
 - b. Designing or determining content of websites for others; or

- c. An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs M. 1, 2, and 3. of "Personal and Advertising Injury" under Section VI Definitions.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

- 11. Arising out of an electronic chatroom or bulletin board the "Insured" hosts, owns, or over which the "Insured" exercises control; or
- 12. Arising out of the unauthorized use of another's name, likeness, trade dress, slogan, style of doing business or product in your e-mail address, domain name, web page or internet domain, or metatag, or any other similar tactics to mislead another's potential customers.

However, this exclusion does not apply to infringement in your "Advertisement" of copyright, trade dress or slogan.

Q. Pollution

This insurance does not apply to:

- 1. Any "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants":
 - a. At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, any "Insured";
 - b. At or from any premises, site or location that is or was at any time used by or for any "Insured" or others for the handling, storage, disposal, processing or treatment of waste;
 - c. That are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "Insured" or any person or organization for whom you may be legally responsible;
 - d. At or from any premises, site or location on which any "Insured" or any contractors or subcontractors working directly or indirectly on any "Insured's" behalf are performing operations if the "Pollutants" are brought on or to the premises, site or location in connection with such operations by such "Insured", contractor or subcontractor;
 - e. At or from any premises, site or location on which any "Insured" or any contractors or subcontractors working directly or indirectly on any "Insured's" behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of "Pollutants";
 - f. That are contained in any property that is:
 - i) Being transported or towed by, handled or handled for movement into, onto or from an "Auto" covered by "Scheduled Underlying Insurance";

- ii) Otherwise in the course of transit by or on behalf of the "Insured";
 - iii) Being stored, disposed of, treated or processed in or upon an "Auto" covered by "Scheduled Underlying Insurance";
 - g. i) Before the "Pollutants" or any property in which the "Pollutants" are contained are moved from the place where they are accepted by the "Insured" for movement into or onto an "Auto" covered by "Scheduled Underlying Insurance"; or
 - ii) After the "Pollutants" or any property in which the "Pollutants" are contained are moved from the "Auto" covered by "Scheduled Underlying Insurance" to the place where they are finally delivered, disposed of or abandoned by the "Insured".
2. Any "Loss", cost or expense arising out of any:
- a. Request, demand order or statutory or regulatory requirement that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "Pollutants"; or
 - b. Claim or "Suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "Pollutants".

However, this exclusion will not apply to "Bodily Injury" or "Property Damage" as described in Subparagraphs 1) through 6) below, but only if such coverage is provided by "Scheduled Underlying Insurance":

- 1) **"Products-Completed Operations Hazard"**: Paragraphs 1. a. through 1. e. do not apply with respect to "Bodily Injury" or "Property Damage" included within the "Products-Completed Operations Hazard" provided that "Your Product" or "Your Work" has not at any time been:
 - a) Discarded, dumped, abandoned, thrown away; or
 - b) Treated or handled as waste
 by anyone.
- 2) **"Hostile Fire"**: Paragraphs 1. a. and 1. d. do not apply with respect to "Bodily Injury" or "Property Damage" arising out of heat, smoke or fumes from a "Hostile Fire".
- 3) **Equipment to Heat the Building and Contractor/Lessee Operations**: Paragraph 1. a. of this exclusion does not apply to:
 - a) "Bodily Injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building or equipment that is used to heat water for personal use, by the building's occupants or their guests.

- b) "Bodily Injury" or "Property Damage" for which you may be held liable if you are a contractor and the owner or lessee of such premises, site or location has been added to your Policy as an additional "Insured" with respect to your ongoing operations performed for that additional "Insured" at such premises, site or location, and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any "Insured", other than that additional "Insured".
- 4) **Fuels, Lubricants and Other Operating Fluids – "Mobile Equipment"**: Paragraph 1. d. of this exclusion does not apply to:
 - a) "Bodily Injury" or "Property Damage" arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform normal electrical, hydraulic or mechanical functions necessary for the operation of "Mobile Equipment" or its parts if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "Bodily Injury" or "Property Damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such "Insured" contractor or subcontractor; or
 - b) "Bodily Injury" or "Property Damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.
- 5) **Fuels, Lubricants, Fluids, etc. – "Auto"**: Paragraph 1. f. of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar "Pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "Auto" covered by "Scheduled Underlying Insurance" or its parts if:
 - a) The "Pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "Auto" part designed by its manufacturer to hold, store, receive or dispose of such "Pollutants"; and
 - b) The "Bodily Injury" or "Property Damage" does not arise out of the operation of any equipment listed in Paragraphs 6. b. and 6. c. of the definition of "Mobile Equipment".
- 6) **Upset, Overturn or Damage of an "Auto"**: Paragraph 1. g. does not apply to "Occurrences" that take place away from premises owned by or rented to an "Insured" with respect to "Pollutants" not in or upon an "Auto" covered by "Scheduled Underlying Insurance" if:
 - a) The "Pollutants" or any property in which the "Pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an "Auto" covered by "Scheduled Underlying Insurance"; and
 - b) The discharge, dispersal, seepage, migration, release or escape of the "Pollutants" is caused directly by such upset, overturn or damage.

R. Recall of “Your Product”, “Your Work” or “Impaired Property”

This insurance does not apply to damages claimed for any "Loss", cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection repair, replacement, adjustment, removal or disposal of:

1. "Your Product";
2. "Your Work"; or
3. "Impaired Property"

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

S. Securities

This insurance does not apply to any liability arising out of:

1. Any violation of any securities law or similar law or any regulation promulgated thereunder;
2. The purchase, sale, offer of sale or solicitation of any security, debt, insurance policy, bank deposit or financial interest or instrument;
3. Any representations made at any time in relation to the price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument; or
4. The depreciation or decline in price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument.

T. War

This insurance does not apply to “Bodily Injury”, “Property Damage” or “Personal and Advertising Injury” however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by the governmental authority in hindering or defending against any of these.

U. Workers’ Compensation

This insurance does not apply to any obligation of the "Insured" under any workers' compensation, disability benefits or unemployment compensation law, or any similar law.

SECTION V. CONDITIONS

A. Appeals

If the "Insured" or the insurers providing "Scheduled Underlying Insurance" or "Other Insurance" do not appeal a judgment in excess of the total limits of "Scheduled Underlying Insurance" and "Other Insurance", we may elect to do so. If we appeal, we shall be liable for, in addition to the applicable Limits of Insurance of this Policy, all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

B. Audit

We may audit and examine your books and records as they relate to this Policy at any time during the period of this Policy, and for up to three (3) years after the expiration or termination of this Policy.

C. Bankruptcy or Insolvency

Your bankruptcy, insolvency or inability to pay, or the bankruptcy, insolvency or inability to pay of any insurers providing "Scheduled Underlying Insurance" or "Other Insurance" will not relieve us from the payment of "Loss" covered by this Policy. But under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation under "Scheduled Underlying Insurance".

D. Cancellation

1. The first "Named Insured" shown in the Declarations may cancel this Policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this Policy by mailing or delivering to the first "Named Insured" shown in the Declaration written notice of cancellation at least:
 - a. Ten (10) days before the effective date of cancellation for non-payment of premium; or
 - b. Sixty (60) days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first "Named Insured's" last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The "Policy Period" will end on the day and hour stated in the cancellation notice.
5. If this Policy is cancelled we will send to the first "Named Insured" any premium refund due as follows:
 - a. If we cancel, final premium will be calculated pro rata based on the time this Policy was in force. Final premium will not be less than the pro rata share of the Minimum Premium shown in Item 6 of the Declarations.

- b. If you cancel, final premium will be more than pro rata; it will be based on the time this Policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the short rate share of the Minimum Premium shown in Item 6 of the Declarations.

Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due you.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Any of these provisions that conflict with a law that controls the cancellation of this Policy is changed by this statement to comply with that law.

E. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or change in any part of this Policy. This Policy can be changed only by a written endorsement that we make a part of this Policy.

F. Compliance with U.S. Treasury Department's Office of Foreign Assets Control (OFAC)

In accordance with Office of Foreign Assets Control, hereinafter referred to as OFAC, regulations, if it is determined that you or any other "Insured", or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance Policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

G. Duties in the Event of an "Occurrence", Claim or "Suit"

1. You must see to it that we are notified as soon as practicable of an "Occurrence" that may result in a claim or "Suit" under this Policy. To the extent possible, notice should include:
 - a. How, when and where the "Occurrence" took place;
 - b. The names and addresses of any injured persons and any witnesses; and
 - c. The nature and location of any injury or damage arising out of the "Occurrence".
2. If a claim is made or "Suit" is brought against any "Insured" which is reasonably likely to involve this Policy, you must notify us in writing as soon as practicable:

Written notice should be mailed or delivered to the Company at the following address:

XL Insurance Claims Department
One World Financial Center
200 Liberty Street, 22nd Floor
New York, NY 10281
Attn: Excess Casualty Claims Manager

3. You and any other involved "Insured" must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "Suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation, settlement or defense of the claim or "Suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the "Insured" because of injury or damage to which this insurance may also apply.

4. For any "Occurrence" where notice has been given to us, no "Insureds" will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our expressed consent.

H. Headings

The descriptions in the headings of this Policy are solely for convenience and form no part of the terms and conditions of coverage.

I. Inspection

We have the right, but are not obligated, to inspect your premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of your premises and operations and the premiums to be charged. We may give you reports on the conditions that we find. We may also recommend changes. We do not, however, undertake to perform the duty of any person or organization to provide for the health or safety of your employees or the public. We do not warrant the health and safety conditions of your premises or operations or represent that your premises or operations comply with laws, regulations, codes or standards.

J. Legal Actions Against the Company

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this Policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

K. Maintenance of "Scheduled Underlying Insurance"

During the "Policy Period" you agree:

1. To keep "Scheduled Underlying Insurance" in full force and effect;
2. That the terms, definitions, conditions and exclusions of "Scheduled Underlying Insurance" will not materially change;
3. That the total applicable limits of "Scheduled Underlying Insurance" shall not decrease, except for any reduction or exhaustion of aggregate limits by payment of "Loss"; and

4. That any renewals or replacements of "Scheduled Underlying Insurance" will provide equivalent coverage to and afford limits of insurance equal to or greater than the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would had you fully complied with these requirements.

In the event of bankruptcy, liquidation, insolvency, or unwillingness of the insurer providing "Scheduled Underlying Insurance" to pay "Loss" covered by "Scheduled Underlying Insurance", we will be liable only to the same extent that we would have, had the "Scheduled Underlying Insurance" been applicable and collectible.

L. "Other Insurance"

This insurance is excess over and shall not contribute with any of the "Other Insurance", whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Policy.

When this insurance is excess, we will have no duty to defend the "Insured" against any "Suit" if any other insurer has a duty to defend the "Insured" against that "Suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the "Insured's" rights against all those other insurers.

When this insurance is excess over "Other Insurance", we will pay only our share of the "Loss" that exceeds the sum of:

1. The total amount that all such "Other Insurance" would pay for the "Loss" in the absence of this insurance;
2. The total of all deductible and self insured amounts under all that "Other Insurance".

M. Premium

The first "Named Insured" designated in Item 1 of the Declarations shall be responsible for payment of all premiums when due.

The premium for this Policy shall be computed on the basis set forth in Item 6 of the Declarations. At the beginning of the "Policy Period", you must pay us the Advance Premium shown in Item 6 of the Declarations.

When this Policy expires or if it is cancelled, we will compute the earned premium for the time this Policy was in force. If this Policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we shall retain the Minimum Premium as shown in Item 6 of the Declarations for each twelve (12) months of the "Policy Period".

N. Separation of "Insureds"

Except with respect to the Limits of Insurance of this Policy and rights or duties specifically assigned to the first "Named Insured" designated in Item 1 of the Declarations, this insurance applies:

1. As if each "Named Insured" were the only "Named Insured"; and
2. Separately to each "Insured" against whom claim is made or "Suit" is brought.

O. Transfer of Rights of Recovery

1. If any "Insured" has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The "Insured" must do nothing after "Loss" to impair these rights and must help us enforce them.
2. Any recoveries shall be applied as follows:
 - a. any person or organization, including the "Insured", that has paid an amount in excess of the applicable Limits of Insurance of this Policy will be reimbursed first;
 - b. we then will be reimbursed up to the amount we have paid; and
 - c. lastly, any person or organization, including the "Insured", that has paid an amount over which this Policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery shall be apportioned among the persons or organizations, including the "Insured", in the ratio of their respective recoveries as finally determined.

3. If, prior to the time of an "Occurrence", you and the insurer of "Scheduled Underlying Insurance" waive any right of recovery against a specific person or organization for injury or damage as required under an "Insured Contract", we will also waive any rights we may have against such person or organization.

P. Transfer of Your Rights and Duties

Your rights and duties under this Policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first "Named Insured" designated in Item 1 of the Declarations and mailed to the address shown in this Policy will be sufficient notice to effect cancellation of this Policy.

Q. When We Do Not Renew

If we decide not to renew this Policy, we will mail or deliver to the first "Named Insured" shown in the Declarations written notice of the non-renewal not less than thirty (30) days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VI. DEFINITIONS

- A.** "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 2. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "Advertisement".

B. "Auto" means:

1. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor insurance law in the state where it is licensed or principally garaged.

However, "Auto" does not include "Mobile Equipment".

- C.** "Bodily injury" means bodily injury, sickness or disease sustained by any person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

- D.** "Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.

- E.** "Impaired Property" means tangible property, other than "Your Product" or "Your Work", that cannot be used or is less useful because:

1. It incorporates "Your Product" or "Your Work" that is known or thought to be defective, deficient, inadequate or dangerous; or
2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

1. The repair, replacement, adjustment or removal of "Your Product" or "Your Work"; or
2. Your fulfilling the terms of the contract or agreement.

F. "Insured" means:

1. The "Named Insured"; and
2. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 3. Your employees, other than either your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - 4. Your volunteer workers, but only while performing duties related to the conduct of your business.
 - 5. Any person (other than your employee or volunteer worker) or any organization while acting as your real estate manager.
 - 6. Your legal representative if you die, but only with respect to duties as such. That representative will have your rights and duties under this Policy.
 - 7. Any person or organization, other than the "Named Insured" included as an additional insured under "Scheduled Underlying Insurance," but not for broader coverage than would be afforded by such "Scheduled Underlying Insurance."

Notwithstanding any of the above:

- a. No person or organization is an "Insured" with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a "Named Insured" in Item 1 of the Declarations; and
- b. No person or organization is an "Insured" under this Policy who is not an "Insured" under "Scheduled Underlying Insurance".

G. "Insured Contract" means:

- 1. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "Insured Contract";
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any "Auto". However, such contract or agreement shall not be considered an "Insured Contract" to the extent that it obligates you or any of your employees to pay for "Property Damage" to any "Auto" rented or leased by you or any of your employees.
7. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "Bodily Injury" or "Property Damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraphs 6. and 7. do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "Bodily Injury" or "Property Damage" arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damages arising out of:
 - a) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the "Insured", if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the "Insured's" rendering or failure to render professional services, including those listed in G.(2) above and supervisory, inspection, architectural or engineering activities.
 - (4) That pertains to the loan, lease, or rental of an "Auto" to you or any of your employees, if the "Auto" is loaned, leased or rented with a driver; or
 - (5) That holds a person or organization, engaged in the business of transporting property by "Auto" for hire harmless for your use of an "Auto", covered by "Scheduled Underlying Insurance", over a route or territory that person or organization is authorized to serve by public authority.
- H.** "Loss" means those sums actually paid as judgments or settlements. "Loss" shall also mean expenses incurred to investigate a claim or defend a "Suit" if so provided in "Scheduled Underlying Insurance".
- I.** "Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in 1, 2, 3 or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in 1, 2, 3 or 4 above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "Mobile Equipment" but will be considered "Autos":

- a. Equipment designed primarily for:
 - i) Snow removal;
 - ii) Road maintenance, but not construction or resurfacing; or
 - iii) Street cleaning.
- b. Cherry pickers and similar devices mounted on "Auto" or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "Mobile Equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "Autos".

J. "Named Insured" means:

1. Any person or organization designated in Item 1 of the Declarations;

2. Any organization in which you maintain an interest of more than fifty (50) percent as of the effective date of this Policy and to which more specific insurance does not apply, provided that this Policy does not apply to any "Bodily Injury" or "Property Damage" that occurred or any "Personal and Advertising Injury" that was caused by an "Occurrence" that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty (50) percent in such organization; and
3. Any organization, except for a partnership, joint venture or limited liability company, that you acquire or form during the "Policy Period" in which you maintain an interest of more than fifty (50) percent and to which more specific insurance does not apply, provided that:
 - a. This Policy does not apply to any "Bodily Injury" or "Property Damage" that occurred or any "Personal and Advertising Injury" that was caused by an "Occurrence" that was committed before you acquired or formed such organization; and
 - b. You give us prompt notice after you acquire or form such organization.

A partnership, joint venture or limited liability company that you acquire or form during the "Policy Period" may be added as an "Insured" only by a written endorsement that we make a part of this Policy.

We may, at our option, make an additional premium charge for any organization that you acquire or form during the "Policy Period".

Notwithstanding any of the above, no person or organization is a "Named Insured" under this Policy who is not a "Named Insured" under "Scheduled Underlying Insurance".

K. "Occurrence" means:

1. As respects "Bodily Injury" or "Property Damage," an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one "Occurrence."
2. As respects "Personal and Advertising Injury", an offense arising out of your business that causes "Personal and Advertising Injury". All damages that arise from the same, related or repeated injurious material or act will be deemed to arise out of one "Occurrence," regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.

L. "Other Insurance" means a policy of insurance providing coverage for damages to which this insurance also applies. "Other Insurance" also means any retention in a policy other than this Policy whereby a party other than an insurer is responsible for all or part of any sums payable.

"Other Insurance" does not include (1) "Scheduled Underlying Insurance", (2) the "Self-Insured Retention" in this Policy, or (3) any policy of insurance specifically purchased to be excess of this Policy affording coverage that this Policy also affords.

M. "Personal and Advertising Injury" means injury arising out of your business, including consequential "Bodily Injury", arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;

2. Malicious prosecution;
 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
 4. Oral or written publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;
 5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 6. The use of another's advertising idea in your "Advertisement"; or
 7. Infringing upon another's copyright, trade dress or slogan in your "Advertisement".
- N.** "Policy Period" means the period of time from the inception date shown in the Declarations to the earlier of the expiration date shown in the Declarations or the effective date of termination of this Policy.
- O.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- P.** "Products-Completed Operations Hazard" means all "Bodily Injury" and "Property Damage" occurring away from premises you own or rent and arising out of "Your Product" or "Your Work" except;
1. Products that are still in your physical possession; or
 2. Work that has not yet been completed or abandoned. However, "Your Work" will be deemed completed at the earliest of the following times:
 - a. When all of the work called for in your contract has been completed;
 - b. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site;
 - c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement but which is otherwise complete, will be treated as completed.

"Products-Completed Operations Hazard" does not include "Bodily Injury" or "Property Damage" arising out of:

1. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you and that condition was created by the loading or unloading of that vehicle by any "Insured"; or
2. The existence of tools, uninstalled equipment or abandoned or unused materials.

Q. "Property Damage" means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "Occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing services or any other media which are used with electronically controlled equipment.

R. "Retained Limit" means:

1. The total applicable limits of "Scheduled Underlying Insurance" providing coverage to the "Insured"; or
2. The "Self-Insured Retention" shown in the Declarations applicable to each "Occurrence" that results in "Loss" not covered by "Scheduled Underlying Insurance".

S. "Scheduled Underlying Insurance" means:

1. The policy or policies of insurance, or the limits of insurance, shown in the Schedule of Underlying Insurance forming a part of this Policy; and
2. Automatically any renewal or replacement of any policy in Paragraph 1. provided that such renewal or replacement provides equivalent coverage to and affords limits of insurance equal to or greater than the policy being renewed or replaced.

"Scheduled Underlying Insurance" does not include a policy of insurance specifically purchased to be excess of this Policy affording coverage that this Policy also affords.

T. "Self-Insured Retention" means the dollar amount set forth in Item 4 of the Declarations that will be paid by the "Insured" before this insurance becomes applicable, but only with respect to "Occurrences" not covered by the "Scheduled Underlying Insurance". The "Self Insured Retention" does not apply to "Occurrences" which would have been covered by "Scheduled Underlying Insurance" but for the exhaustion of applicable limits by the payment of "Loss". The "Insured's" bankruptcy, insolvency or inability to pay the Self Insured Retention shall not increase our obligation under this Policy.

U. "Suit" means a civil proceeding in which damages because of "Bodily Injury," "Property Damage," or "Personal and Advertising Injury" to which this Policy applies are alleged.

"Suit" includes:

1. An arbitration proceeding in which such damages are claimed and to which the "Insured" must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "Insured" submits with our expressed consent.

"Suit" does not include any injunction or order from a governmental agency or body requesting action from any "Insured".

V. "Your Product" means:

1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a) You;
 - b) Others trading under your name; or
 - c) A person or organization whose business or assets you have acquired; and
2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your Product" includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "Your Product"; and
2. The providing of or failure to provide warnings or instructions.

"Your Product" does not include vending machines or other property rented to or located for the use of others but not sold.

W. "Your Work" means:

1. Work or operations performed by you or on your behalf; and
2. Materials, parts or equipment furnished in connection with such work or operations.

"Your Work" includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "Your Work"; and
2. The providing of or failure to provide warnings or instructions.

Endorsement No.: 02 Form: Rev. Page:
Effective Date: December 31, 2013 Issue Date:
Attached to and forming part of Policy No.: US00006881LI13A
Issued To: KSPG Holding USA, Inc.
By: XL Insurance America, Inc.

Contractual Liability Limitation

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** are amended to add the following:

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" for which the "Insured" is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to the extent that applicable and collectible "Scheduled Underlying Insurance" for such "Bodily Injury" or "Property Damage" exists or would have existed but for the reduction or exhaustion of "Scheduled Underlying Insurance" by the payment of "Loss" to which this policy applies. Coverage provided by this policy will follow the provisions, exclusions and limitations of the "Scheduled Underlying Insurance" unless otherwise provided by the terms of this policy. However, the insurance provided by this policy will not be broader than the insurance coverage provided by such "Scheduled Underlying Insurance".

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Endorsement No.: 03 Form: Rev. Page:
Effective Date: December 31, 2013 Issue Date:
Attached to and forming part of Policy No.: US00006881LI13A
Issued To: KSPG Holding USA, Inc.
By: XL Insurance America, Inc.

Employee Benefits Liability Limitation (Claims Made)

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** are amended to add the following:

This insurance does not apply to any liability arising out of:

1. any violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by "ERISA" or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government mandated disability benefits; or
2. any act, error or omission committed by or on behalf of the Insured solely in the performance of one or more of the following administrative duties or activities:
 - a. giving counsel to employees with respect to a "Plan";
 - b. interpreting a "Plan";
 - c. handling of records in connection with a "Plan";
 - d. effecting enrollment, termination or cancellation of employees under a "Plan"; or
 - e. any "Claim" against an Insured solely by reason of his, her or its status as an administrator, the "Plan" or you as sponsor of the "Plan".

However, this exclusion will not apply to liability to the extent that applicable and collectible "Scheduled Underlying Insurance" for such liability exist or would have existed but for the reduction or exhaustion of "Scheduled Underlying Insurance" by payment of "Loss" to which this endorsement applies. Coverage provided by this policy will follow the provisions, exclusions and limitations of the "Scheduled Underlying Insurance" unless otherwise provided by the terms of this endorsement. However, the insurance provided by this policy will not be broader than the insurance coverage provided by such "Scheduled Underlying Insurance".

- a) This policy will only provide coverage for a "Claim" made against the "Insured" during the "Policy Period".
- b) A "Claim" by any person or organization seeking damages will be deemed to have been made at the earlier of the following times:
 1. When notice of such "Claim" is received and recorded by any "Insured" in writing; or
 2. Notice of a "Claim" is reported to us in writing.

Notwithstanding the above, this insurance shall not apply to:

1. any "Claim" alleging or arising out of the same "Occurrence" committed on or after the Retroactive Date set forth in the "Scheduled Underlying Insurance", if the "Insured", an officer, manager in your risk management insurance or legal department or an employee who is authorized by you to give or receive such notice of an "Occurrence", knew as of the inception date of the policy that such "Occurrence" could result in a "Claim".
2. any "Claim" alleging or arising out of the same "Occurrence" or series of continuous repeated or related "Occurrence" or alleging the same or similar facts, alleged or contained in any "Claim" which has been reported or any "Occurrence" of which notice has been given, under any policy of which this policy is a renewal, replacement or succeeds in time.
3. any "Claim" alleging or arising out of any "Claim" or "Suit" pending as of the inception date of the policy; or alleging or arising out of or related to any fact, circumstance, situation or "Occurrence" alleged in such "Claim" or "Suit".

Coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of the "Scheduled Underlying Insurance", subject to the "Policy Period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than coverage provided by the "Scheduled Underlying Insurance".

Section VI., DEFINITIONS is amended to include the following additional definitions:

"Claim" means a written demand upon the "Insured" for compensatory damage or services and shall include the service of "suit" or institution of arbitration proceedings against the "Insured".

"ERISA" means the Employee Retirement Income Security Act of 1974 (including amendments related to the Consolidated Omnibus Budget Reconciliation Act of 1985), and including any amendment or revisions thereto, or any similar common or statutory law of the United States, Canada or any state or jurisdiction anywhere in the world to which a Plan is subject.

"Plan" means any plan, fund or program established anywhere in the world, regardless of whether it is subject to regulation under Title 1 of "ERISA" or meets the requirements for qualification under Section 401 of the Internal Revenue Code of 1986, as amended and which is:

1. a welfare plan, as defined in "ERISA" or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government mandated disability benefits.
2. a pension plan as defined in "ERISA" or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government mandated disability benefits; or
3. a combination of 1., and 2., above.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Endorsement No.: 04 Form: Rev. Page:
Effective Date: December 31, 2013 Issue Date:
Attached to and forming part of Policy No.: US00006881LI13A
Issued To: KSPG Holding USA, Inc.
By: XL Insurance America, Inc.

Batch Clause

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section III. **Limits of Insurance**, Paragraph **D.** is amended to include the following:

As respects the "Products – Completed Operations Hazard", all "Bodily Injury" or "Property Damage" arising out of one lot or batch of "Your Product" shall be considered one "Occurrence" and shall be deemed to have occurred when the first "Bodily Injury" or "Property Damage" arising out of that lot or batch occurred.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Endorsement No.: 05 Form: Rev. Page:

Effective Date: December 31, 2013 Issue Date:

Attached to and forming part of Policy No.: US00006881LI13A

Issued To: KSPG Holding USA, Inc.

By: XL Insurance America, Inc.

Lead Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** are amended to add the following:

This insurance does not apply to:

1. "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" arising out of lead, including but not limited to the ingestion, inhalation or absorption of lead in any form;
2. Any "Loss", cost or expense arising out of any request, demand or order that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of lead; or
3. Any "Loss", cost or expense arising out of any claim or "Suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of lead.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Endorsement No.: 06 Form: Rev. Page:
Effective Date: December 31, 2013 Issue Date:
Attached to and forming part of Policy No.: US00006881LI13A
Issued To: KSPG Holding USA, Inc.
By: XL Insurance America, Inc.

Employers Liability Limitation

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** are amended to add the following:

This insurance does not apply to any liability arising out of "Bodily Injury" to any employee of the "Insured" arising out of and in the course of his or her employment by the "Insured" or performance of duties related to the conduct of the "Insured's business.

This exclusion does not apply to the extent that applicable and collectible "Scheduled Underlying Insurance" for such "Bodily Injury" exists or would have existed but for the reduction or exhaustion of "Scheduled Underlying Insurance" by the payment of "Loss" to which this policy applies. Coverage provided by this policy will follow the provisions, exclusions and limitations of the "Scheduled Underlying Insurance" unless otherwise provided by the terms of this policy. However, the insurance provided by this policy will not be broader than the insurance coverage provided by such "Scheduled Underlying Insurance".

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Endorsement No.: 07 Form: Rev. Page:
Effective Date: December 31, 2013 Issue Date:
Attached to and forming part of Policy No.: US00006881LI13A
Issued To: KSPG Holding USA, Inc.
By: XL Insurance America, Inc.

Products-Completed Operations Hazard Limitation

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** are amended to add the following:

This insurance does not apply to "Bodily Injury" or "Property Damage" arising out of the "Products-Completed Operations Hazard".

This exclusion does not apply to the extent that applicable and collectible "Scheduled Underlying Insurance" for such "Bodily Injury" or "Property Damage" exists or would have existed but for the reduction or exhaustion of "Scheduled Underlying Insurance" by the payment of "Loss" to which this policy applies. Coverage provided by this policy will follow the provisions, exclusions and limitations of the "Scheduled Underlying Insurance" unless otherwise provided by the terms of this policy. However, the insurance provided by this policy will not be broader than the insurance coverage provided by such "Scheduled Underlying Insurance".

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Endorsement No.: 08 Form: Rev. Page:
Effective Date: December 31, 2013 Issue Date:
Attached to and forming part of Policy No.: US00006881LI13A
Issued To: KSPG Holding USA, Inc.
By: XL Insurance America, Inc.

Non-Pyramiding of Limits Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

The **DECLARATIONS, ITEM 3. LIMITS OF INSURANCE** are amended to include the following:

If damages covered by this policy are also covered in whole or part by Policy Number US00006880LI13A or subsequent renewal of our total **Limits of Insurance** under both policies combined shall be:

<u>\$1,000,000</u>	Each Occurrence
<u>\$2,000,000</u>	General Aggregate (in accordance with Section III. Limits of Insurance)
<u>\$2,000,000</u>	Products-Completed Operation Aggregate (in accordance with Section III. Limits of Insurance)

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Endorsement No.: 09 Form: Rev. Page:
Effective Date: December 31, 2013 Issue Date:
Attached to and forming part of Policy No.: US00006881LI13A
Issued To: KSPG Holding USA, Inc.
By: XL Insurance America, Inc.

Standard Policy Modification Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

1. **SECTION III., LIMITS OF INSURANCE, Item L.**, is deleted.
2. **SECTION IV. EXCLUSIONS Item C. 2. Contractual Liability** is amended as follows:

C. Contractual Liability

2. Liability for "Bodily Injury" or "Property Damage" assumed in an "Insured Contract", provided "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the "Insured Contract". Solely for the purposes of liability assumed in an "Insured Contract", reasonable attorney fees and litigation expenses incurred by or for a party other than an "Insured" are not deemed to be supplementary payments under **Section II.C. 2.** Such fees, costs and expenses will be considered damages because of "Bodily Injury" or "Property Damage" and included in the Limits of Insurance of this Policy, provided:
 - a. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "Insured Contract"
 - b. Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this Policy applies are alleged.
3. **SECTION VI. DEFINITIONS, Item L.** "Other Insurance" is deleted in its entirety and replaced with the following:

"Other" Insurance" means a valid and collectible Policy of insurance providing coverage for damages to which this insurance also applies. Other Insurance also means any retention in a Policy other than this Policy whereby a party other than an insurer is responsible for all or part of any sums payable.

"Other Insurance" does not include (1) "Scheduled Underlying Insurance", (2) the "Self-Insured Retention" in this Policy, or (3) any Policy of insurance specifically purchased to be excess of this Policy affording coverage that this Policy also affords.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Endorsement No.: 10 Form: Rev. Page:
Effective Date: December 31, 2013 Issue Date:
Attached to and forming part of Policy No.: US00006881LI13A
Issued To: KSPG Holding USA, Inc.
By: XL Insurance America, Inc.

Aircraft Products and Grounding Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** are amended to add the following:

This insurance does not apply to "Bodily Injury" or "Property Damage" arising out of the "Products-Completed Operations Hazard" relating to:

1. Aircraft (including missiles or spacecraft) and any ground support or control equipment used therewith;
2. Any other goods or products manufactured, sold, handled or distributed by the "Insured" or any services provided or recommended by the "Insured" or by others trading under the "Insured's" name for use in the manufacture, repair, operation or use of any aircraft;
3. Any articles furnished by the "Insured" or by others trading under the "Insured's" name and installed in aircraft or used in connection with aircraft or for spare parts for aircraft including but not limited to ground handling tools and equipment, training aids, instructions, manuals, blueprints, engineering or other advice or service relating to aircraft and any labor relating to such aircraft or articles.

This insurance does not apply to "Bodily Injury" or "Property Damage" arising out of the "grounding" of any aircraft.

For the purposes of this endorsement, "grounding" means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft, or any part thereof sold, handled or distributed by the "Insured" or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders or drawings of the "Insured" or with tools, machinery or other equipment furnished to such persons or organizations by the "Insured", whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations. A "grounding" shall be deemed to commence on the date of an "Occurrence" which discloses such condition or on the date an aircraft is first withdrawn from service on account of such condition, whichever occurs first.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Endorsement No.: 11 Form: Rev. Page:
Effective Date: December 31, 2013 Issue Date:
Attached to and forming part of Policy No.: US00006881LI13A
Issued To: KSPG Holding USA, Inc.
By: XL Insurance America, Inc.

Engineers, Architects or Surveyors Professional Liability Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** are amended to add the following:

This insurance does not apply to "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" arising out of the rendering or failure to render any professional services by you or any engineer, architect or surveyor, who is either employed by you or performing work on your behalf in such capacity.

Professional services include, but are not limited to:

1. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Endorsement No.: 12 Form: Rev. Page:
Effective Date: December 31, 2013 Issue Date:
Attached to and forming part of Policy No.: US00006881LI13A
Issued To: KSPG Holding USA, Inc.
By: XL Insurance America, Inc.

Automobile Liability Limitation

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** are amended to add the following:

This insurance does not apply to "Bodily Injury", "Property Damage", "Personal Injury or Advertising Injury" arising out of the ownership, maintenance, operation, use, loading or unloading, or entrustment to others of any "Auto".

This exclusion applies even if the claims against any "Insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "Insured", if the "Occurrence" which caused the "Bodily Injury" or "Property Damage" involved the ownership, maintenance, use or entrustment to others of any "Auto" that is owned or operated by or rented or loaned to any "Insured".

This exclusion does not apply to the extent that applicable and collectible "Scheduled Underlying Insurance" for such "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" exists or would have existed but for the reduction or exhaustion of "Scheduled Underlying Insurance" by the payment of "Loss" to which this policy applies. Coverage provided by this policy will follow the provisions, exclusions and limitations of the "Scheduled Underlying Insurance" unless otherwise provided by the terms of this policy. However, the insurance provided by this policy will not be broader than the insurance coverage provided by such "Scheduled Underlying Insurance".

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Endorsement No.: 13 Form: Rev. Page:
Effective Date: December 31, 2013 Issue Date:
Attached to and forming part of Policy No.: US00006881LI13A
Issued To: KSPG Holding USA, Inc.
By: XL Insurance America, Inc.

Silica Or Silica Related Dust Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** is amended to add the following:

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" or "Personal and Advertising Injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

DEFINITIONS

"Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

"Silica-related dust" means a mixture or combination of silica and other dust or particles.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Endorsement No.: 14 Form: Rev. Page:
Effective Date: December 31, 2013 Issue Date:
Attached to and forming part of Policy No.: US00006881LI13A
Issued To: KSPG Holding USA, Inc.
By: XL Insurance America, Inc.

Personal and Advertising Injury Limitation

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** are amended to add the following:

This insurance does not apply to "Personal and Advertising Injury".

This exclusion does not apply to the extent that applicable and collectible "Scheduled Underlying Insurance" for such "Personal and Advertising Injury" exists or would have existed but for the reduction or exhaustion of "Scheduled Underlying Insurance" by the payment of "Loss" to which this policy applies. Coverage provided by this policy will follow the provisions, exclusions and limitations of the "Scheduled Underlying Insurance" unless otherwise provided by the terms of this policy. However, the insurance provided by this policy will not be broader than the insurance coverage provided by such "Scheduled Underlying Insurance".

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Endorsement No.: 15 Form: Rev. Page:
Effective Date: December 31, 2013 Issue Date:
Attached to and forming part of Policy No.: US00006881LI13A
Issued To: KSPG Holding USA, Inc.
By: XL Insurance America, Inc.

Professional Liability Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. Exclusions, are amended to add the following:

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" arising out of any act, error, omission, malpractice or mistake of the professional nature described as Professional Services below committed by the "Insured" or any person for whom the "Insured" is legally responsible.

Professional Services:
All Professional Services

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Endorsement No.: 16 Form: Rev. Page:
Effective Date: December 31, 2013 Issue Date:
Attached to and forming part of Policy No.: US00006881LI13A
Issued To: KSPG Holding USA, Inc.
By: XL Insurance America, Inc.

Exclusion of “Certified Acts of Terrorism”

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

A. The following exclusion is added to the policy:

TERRORISM

“Any injury or damage” arising, directly or indirectly, out of a “certified act of terrorism”.

B. The following definition is added for the purposes of this endorsement:

- 1.** “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act and any amendments thereto. The criteria contained in the federal Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:
 - a.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The policy will not recognize the reduction or exhaustion of underlying limits of insurance by the payment of damages or expenses for the investigation or settlement of any claim or “Suit” involving a “certified act of terrorism” subject to this exclusion.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

Endorsement No.: 17 Form: Rev. Page:
Effective Date: December 31, 2013 Issue Date:
Attached to and forming part of Policy No.: US00006881LI13A
Issued To: KSPG Holding USA, Inc.
By: XL Insurance America, Inc.

WISCONSIN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

A. Paragraph 2. of Section V – Conditions, Paragraph D., **Cancellation** is replaced with the following:

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

- a. 10 days before the effective date of cancellation for non-payment of premium; or
- b. 60 days before the effective date of cancellation for any other reason.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

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

- a. The policy was obtained by material misrepresentation;
- b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;
- c. There have been substantial breaches of contractual duties, conditions or warranties; or
- d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

B. The following is added to the **Cancellation** Condition:

8. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

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

1. Nonrenewal

- a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

- (1) You have insured elsewhere;
 - (2) You have accepted replacement coverage;
 - (3) You have requested or agreed to nonrenewal of this policy; or
 - (4) This policy is expressly designated as nonrenewable.
- b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.
- c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:
- (1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and
 - (2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

2. Anniversary Alteration

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph 1. of the Policy Cancellation Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

3. Renewal With Altered Terms

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph 1. of the Policy Cancellation Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

- a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
- b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

Endorsement No.: 18 Form: Rev. Page:

Effective Date: December 31, 2013 Issue Date:

Attached to and forming part of Policy No.: US00006881LI13A

Issued To: KSPG Holding USA, Inc.

By: XL Insurance America, Inc.

Fungi or Bacteria Liability Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Liability Policy

Section IV. **Exclusions** is amended to add the following:

Fungi or Bacteria

- a. "Bodily Injury" "property damage" or "personal and advertising Injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, clean up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

DEFINITION

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.