Rinchem Company, Inc. RCRA Container Storage Facility Operating Permit December 2001 NMED Control Copy

### PERMIT ATTACHMENT M FINANCIAL INSURANCE

Pages 2 through 18 of this Attachment contain a copy of the Trust Agreement and the Certificate of Liability insurance, which demonstrate Rinchem Company, Inc.'s financial assurance. This information was submitted to the New Mexico Environment Department, Hazardous Waste Bureau by Rinchem Company, Inc., in accordance with the requirements of the New Mexico Hazardous Waste Management Regulations 20.4.1.900 NMAC, incorporating 40 CFR §270.14(b)(17), and 20.4.1.500 NMAC, incorporating 40 CFR §264 Subpart H, *Financial Requirements*.

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Rinchem Company, Inc. RCRA Container Storage Facility Operating Permit December 2001 NMED Control Copy

#### **CLOSURE COST ESTIMATE**

The following is the most recent closure cost estimate for the Facility as required by 20.4.1.500 NMAC, incorporating 40 CFR §264.142. The cost estimate is based on hiring a third party to close the Facility at a point in the Container Storage Facility's active life when the extent and manner of its operation would make closure most expensive.

# **SCHEDULE A**

| <b>EPA Identification Number</b> | :: NMD002208627                              |  |  |
|----------------------------------|--|--|--|
| Name:                            | Rinchem Company, Inc.                        |  |  |
| Address:                         | 6133 Edith Blvd. NE<br>Albuquerque, NM 87107 |  |  |

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#### **Summary of Closure Costs**

| Transport of 500 drums to TSD Facility   | \$123,472 |
|--|-----------|
| Soil gas survey  | \$ 13,113 |
| Concrete coring and sampling in corrosive room   | \$ 3,442  |
| Contingency for excavating, sampling and disposal of soil  | \$ 28,815 |
| Certification of complete closure by Professional Engineer registered in the State of New Mexico | \$ 6,556  |
| Closure Report to NMED   | \$ 6,556  |
| Total Estimated Closure Cost (in 2000 dollars)   | \$181,954 |

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### TRUST AGREEMENT

Trust Agreement, the "Agreement," entered into as of 20 June 1995 by and between Rinchem Company Inc., a New Mexico corporation, the "Grantor," and Stanford Call, Certified Public Accountant, licensed in the State of New Mexico, the "Trustee."

Whereas, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, Therefore, the Grantor and the Trustee agree as follows:

"Section 1. Definitions." As used in this Agreement:

- (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

"Section 2. Identification of Facilities and Cost Estimates." This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

"Section 3. Establishment of Fund." The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of EPA. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be

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held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by EPA.

"Section 4. Payment for Closure and Post-Closure Care." The Trustee shall make payments from the Fund as the EPA Regional Administrator shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the EPA Regional Administrator from the Fund for closure and post-closure expenditures in such amounts as the EPA Regional Administrator shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the EPA Regional Administrator specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

"Section 5. Payments Comprising the Fund." Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

"Section 6. Trustee Management." The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; "except that:

- Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company act of 1940, as amended, 15 U.S.C. 80 a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

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(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

"Section 7. Commingling and Investment." The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80 a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

"Section 8. Express Powers of Trustee." Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depositary even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or

PERMIT ATTACHMENT M Page 5 of 18 instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

"Section 9. Taxes and Expenses." All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

"Section 10. Annual Valuation." The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate EPA Regional Administrator a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the EPA Regional Administrator shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

"Section 11. Advice of Counsel." The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

"Section 12. Trustee Compensation." The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

#### PERMIT ATTACHMENT M Page 6 of 18

"Section 13. Successor Trustee." The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor Trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrator, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

"Section 14. Instructions to the Trustee." All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EPA Regional Administrator to the Trustee shall be in writing, signed by the EPA Regional Administrators of the Regions in which the facilities are located, or their designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA, except as provided for herein.

"Section 15. Notice of Nonpayment." The Trustee shall notify the Grantor and the appropriate EPA Regional Administrator, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

"Section 16. Amendment of Agreement." This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate

### PERMIT ATTACHMENT M Page 7 of 18

EPA Regional Administrator, or by the Trustee and the approproiate EPA Regional Administrator if the Grantor ceases to exist.

"Section 17. Irrevocability and Termination." Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator, or by the Trustee and the EPA Regional Administrator, or by the Trustee and the EPA Regional Administrator, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

"Section 18. Immunity and Indemnification." The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the EPA Regional Administrator issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

"Section 19. Choice of Law." This Agreement shall be administered, construed, and enforced according to the laws of the State of New Mexico.

"Section 20. Interpretation." As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

PERMIT ATTACHMENT M Page 8 of 18 In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals of be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151 (a) (1) as such regulations were constituted on the date first above written.

William W. Moore President Rinchem Company, Inc.

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Stanford(Call Certified Public Accountant

PERMIT ATTACHMENT M Page 9 of 18 State of New Mexico

County of Bernalillo

On this 20th day of June 1995, before me personally came William W. Moore to me known, who, being by me duly sworn, did depose and say that he resides at 4752 Oahu NE, Albuquerque, New Mexico 87111, that he is President of Rinchem Company Inc. the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so afffixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

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William W. Moore

SWORN AND SUBSCRIBED before me this 20th day of June 1995 by William W. Moore.

Sisa Raven

Notary Public

My Commission Expires September 27, 1995

#### Schedule B

This trust fund is established initially in the following manner:

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Rinchem Check # 11940, dated 28 July 1988, in the amount of \$53,000.00 issued to Peter Everett IV Attorney at Law, Trustee

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February 20, 2001

Mr. Gregg. A Cooke Region 6 Administrator United States Environmental Protection Agency 1445 Ross Ave., Suite 1200 Dallas, TX 75202-2733

Via Certified Mail

Re: Rinchem Company, Inc. United States Environmental Protection Agency Trust Agreement Dated June 20, 1995

Dear Mr. Cooke:

Pursuant to Section 13 of the above referenced Trust Agreement, please be advised that effective March 6, 2001, Wells Fargo Bank New Mexico, N.A. will assume administration as Successor Trustee.

Please let me know if additional information would be helpful. My telephone numbers are 800-246-4066 or 505-766-6377.

Sincerely,

Camera Berg

Cameron Berg Vice President and Trust Officer

Cc: Mr. Jeffrey A. Kubisak
Vice President and Director of Field Sales
Rinchem Company, Inc.
6133 Edith Blvd. NE
Albuquerque, NM 87107

Mr. Cornelius Aminbyas New Mexico Environment Department 2044 Gallisteo Street Santa Fe, NM 87505

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Post Office Box 1968 Albuquerque, NM 87103-1968 505 765-5110 505 766-7161 Fax Private Client Services Wells Fargo Bank New Mexico, N.A.

February 7, 2001

Jeffrey A. Kubisak Vice President and Director of Field Sales Rinchem Company, Inc. 6133 Edith Blvd. NE Albuquerque, NM 87107

Via Facsimile also to 344-7986

Dear Jeff:

Thank you for your letter of February 6. Wells Fargo is pleased to accept Rinchem Company, Inc.'s appointment as successor Trustee

Please ask Mr. Call to sign and date the enclosed letter and return it in the self-addressed envelope provided. Upon receipt we will take the steps to transfer the units of the Growth Fund of America – Class A.

Sincerely,

Cameran Gerg

Cameron Berg Vice President and Trust Officer

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February 6, 2001

Cameron Berg Private Client Services Wells Fargo Bank PO Box 1968 Albuquerque, NM 87103

Dear Cameron,

In accordance with our discussions pertaining to the Closure Trust, Rinchem agrees to the following stipulations:

Rinchem Company Inc. ("Rinchem") is the Grantor of a Trust Agreement entered into as of 20 June 1995 ("the Trust") by and between Rinchem and Stanford Call, the Trustee.

COMPANY, INC.

6133 EDITH BOULEVARD NE ALBUQUERQUE, NM 87107

PHONE (505) 345-3655

Rinchem appoints Wells Fargo Bank New Mexico, N.A. ("Wells Fargo") as successor Trustee pursuant to Section 13 of the Trust.

Rinchem instructs Wells Fargo as Trustee to maintain the current investment of the Trust Fund in The Growth Fund of America – Class A. This instruction is the only investment policy and guideline pursuant to Section 6 of the Trust, effective until further notice.

Rinchem agrees to indemnify and hold Wells Fargo harmless for and against any loss, liability, cost, damages, or expenses (including reasonable attorney's fees) resulting from Wells Fargo as Trustee maintaining the investment in the Growth Fund of America.

Rinchem also agrees to indemnify and hold Wells Fargo harmless for and against any loss, liability, cost, damages, or expenses (including reasonable attorney's fees) resulting from the acts or omissions of Stanford Call as Trustee or any predecessor trustees.

Thank you very much for your help in setting up this document.

We Care,

Jeffrey A. Kubisak Vice President & Director of Field Services





WE DO IT WELL



I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

James H. Moore Date

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PERMIT ATTACHMENT M Page 15 of 18

#### HAZARDOUS WASTE FACILITY CERTIFICATE OF LIABILITY INSURANCE

1. Commerce & Industry Insurance Company (the "Insurer"), 70 Pine Street, 11th Floor, New York, NY 10270, hereby certifies that It has issued liability insurance covering bodily injury and property damage to RINCHEM COMPANY, INC.. (the "Insured"), of 6133-37 EDITH BOULEVARD, N.E., ALBUQUERQUE, NM 87107, in connection with the insured's obligation to demonstrate financial responsibility under 40 CFR 264,147 or 265.147. The coverage applies at 6133 EDITH BOULEVARD, N.E., ALBUQUERQUE, NM 87107, EPA #NMID002208627 for sudden accidental occurrences, The limits of liability are \$1,000,000 each occurrence and \$2,000,000 annual aggregate, exclusive of legal defense costs. The coverage is provided under policy number PLL-5293708, issued on April 30, 1996. The effective date of said policy is April 30, 1996.

2. The insurer further certifics the following with respect to the insurance described in Paragraph 1:

(a) Bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy.

(b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in 40 CFR 264.147 (f) or 265.147 (f).

(c) Whenever requested by a Regional Administrator of the U.S. Environmental Protection Agency (EPA), the Insurer agrees to furnish to the Regional Administrator a signed duplicate original of the policy and all endorsements.

(d) Cancellation of the insurance, whether by the insurer, the insured, a parent corporation providing insurance coverage for its subsidiary, or by a firm having an insurable interest in and obtaining liability insurance on behalf of the owner or operator of the bazardous waste management facility, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the Regional Administrator(s) of the EPA Region(s) in which the facility(les) is (are) located.

(c) Any other termination of the insurance will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the regional Administrator(s) of the EPA Region(s) in which the facility (ies) is (are) located.

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I hereby certify that the wording of this instrument is identical to the wording specified in 40 CPR 264.151(j) as such regulation was constituted on the date first above written, and that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more States

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(Signature of Authorized Representative of Insurer)

Camilla Mok, Pollution Underwriter Authorized Representative of Commerce & Industry Insurance Company

c/o Commerce & Industry Insurance Company 777 So Figueroa Street 17th Floor Los Angeles, CA 90017

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| A   | CORD. GERINF   | ICATE OF LIABI  | UTTY INS                            | URANCE   |                                 | DATE (MM/DD/YY)<br>04/29/98 |  |
|---|--|---|-------------------------------------|--|---------------------------------|-----------------------------|--|
| RODUCER<br>Poe & Brown of Arizona<br>4041 N. Central Avenue<br>Suite 1400 |  |   | ONLY AND<br>HOLDER T                | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION<br>ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE<br>HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR<br>ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.<br>COMPANIES AFFORDED BY COVERAGE |                                 |                             |  |
|   | Phoenix AZ 850   | 012   | COMPANY                             | COMPANY  |                                 |                             |  |
| 50,   |  |   | COMPANY                             | Commerce & Indu  | stry ins                        |                             |  |
|   | Rinchem Company Inc<br>6133-39 Edith Blvd NE   |   | В                                   | American Inti Spec   | cialty                          |                             |  |
|   | Albuquerque NM 871   | 07  | COMPANY<br>C                        | (through AIG)  |                                 |                             |  |
|   |  |   | COMPANY<br>D                        |  |                                 |                             |  |
| ΟY  | ERAGES   | OF INSURANCE LISTED BELOW HAVE BE   |                                     |  |                                 |                             |  |
| IN  | DICATED, NOTWITHSTANDING ANY REQU  | UTREMENT, TERM OR CONDITION OF ANY<br>ERTAIN, THE INSURANCE AFFORDED BY<br>POLICIES. LIMITS SHOWN MAY HAVE BE | CONTRACT OR OTHE                    | r document with r<br>Bed herein is subje   | RESPECT TO WHICH THIS           |                             |  |
| ЯX  | TYPE OF INSURANCE  | POLICY NUMBER   | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY)   | LIMI                            | 3                           |  |
| 1   | GENERAL LIABILITY  | GL4177703   | 04/30/98                            | 04/30/99   | GENERAL AGGREGATE               | \$ 2,000,000                |  |
|   | X COMMERCIAL GENERAL LIABILITY   |   |                                     |  | PRODUCTS - COMP/OP AGG          | \$ 2,000,000                |  |
|   |  |   |                                     |  | PERSONAL & ADV INJURY           | \$ 1,000,000                |  |
|   |  |   |                                     |  | EACH OCCURRENCE                 | \$ 1,000,000                |  |
|   | X CONTRACTUAL LIAB INCL  |   |                                     |  | FIRE DAMAGE (Any one fire)      | \$ 50,000                   |  |
| A   | AUTOMOBILE LIABILITY   | CA5053382/5053383   | 04/30/98                            | 04/30/99   | MED EXP (Any one person)        | \$ 5,000                    |  |
| n   |  | 0000000270000000  | 04/30/98                            | 04/30/99   | Combined single limit           | s 1,000,000                 |  |
|   | X SCHEDULED AUTOS  |   |                                     |  | BODILY INJURY<br>(Per person)   | \$                          |  |
|   |  |   |                                     |  | BODILY INJURY<br>(Per accident) | s                           |  |
|   | CS90 ENDT (INC POLLUTION   |   |                                     |  |                                 |                             |  |
|   |  |   |                                     |  | PROPERTY DAMAGE                 | \$                          |  |
|   | GARAGE LIABILITY   |   |                                     |  | AUTO ONLY - EA ACCIDENT         | \$                          |  |
|   | ANY AUTO   |   |                                     |  | OTHER THAN AUTO ONLY:           |                             |  |
|   |  |   |                                     |  | EACH ACCIDENT                   | \$                          |  |
|   |  |   |                                     |  | AGGREGATE                       | \$                          |  |
| A   | EXCESS LIABILITY   | 8199796-EXCESS OF   | 04/30/98                            | 04/30/99   | EACH OCCURRENCE                 | <b>s</b> 4,000,000          |  |
|   | X UMBRELLA FORM  | GEN'L LIAB, AUTO  |                                     |  | AGGREGATE                       | \$ 4,000,000                |  |
|   | OTHER THAN UMBRELLA FORM   | LIAB, W/C-EMPL LIAB   |                                     |  |                                 | \$                          |  |
|   | WORKERS COMPENSATION AND<br>EMPLOYERS LIABILITY  |   |                                     |  | WC STATU-<br>TORY LIMITS ER     |                             |  |
|   |  |   |                                     |  | EL EACH ACCIDENT                | \$                          |  |
|   | PARTNERS/EXECUTIVE   |   |                                     |  | EL DISEASE - POLICY LIMIT       | \$\$                        |  |
|   | OFFICERS ARE: EXCL   |   |                                     |  | EL DISEASE · EA EMPLOTEE        | 3                           |  |
|   | ENVIRONMENTAL LIABILITY:   |   |                                     |  | LIMITS ON EACH PO               | L:                          |  |
| A   | POLLUTION LEGAL LIAB   | PLL2670724  | 04/30/98                            | 04/30/99   | EACH LOSS                       | 1,000,00                    |  |
| B   | CONTRACTORS POLLUTION LIA  | CPL2670723  | 04/30/98                            | 04/30/99   | TOTAL ALL LOSSES/               | POL 2,000,00                |  |
| cov   | AND TION OF OPERATIONSLOCATIONS/VEHICLE<br>omobile Liability and Umbrei<br>er "Pollution" losses from p<br>ured. | Syspecial ITEMS<br>la Excess Auto Liability cover<br>roperty being transported by                             | rages extend to<br>the named        |  |                                 |                             |  |
| CEI   | TIFICATE HOLDER  |   | CANCELLAT                           | ONLE   |                                 |                             |  |
|   |  |   |                                     |  | D POLICIES BE CANCELLED BEFO    |                             |  |
|   | TO WHOM IT MAY CONCERN   |   |                                     |  | NG COMPANY WILL ENDEAVOR TO     |                             |  |
|   |  |   |                                     |  | e certificate holder named      |                             |  |
|   |  |   |                                     |  | ALL MPOSE NO OBLIGATION OF      | LIABILITY                   |  |
|   |  |   |                                     | OF ANY KIND UPON THE COMPANY, IS AGENTS OR REPRESENTATIVES.  |                                 |                             |  |
| мiş.,   |  |   |                                     |  |                                 |                             |  |
| 4195-   |  |   |                                     |  | In the mit                      | tr ,                        |  |
| ****  | CORD125-55 ((105))   | PERMIT ATTAC  | Janette Smit                        |  | with mit                        | PORATION 1988               |  |