



Chartis Insurance Agency, Inc.
121 SPEAR STREET
TWO RINCON CENTER
SAN FRANCISCO, CA 94105

June 28, 2012

DEBORAH BOVEE
ALLIANT INSURANCE SERVICE
720 OLIVE WAY, SUITE 1700
SEATTLE, WA 98101

Phone: 206-204-9173

Fax:

Email: DBovee@alliantinsurance.com

**RE: COUNTY OF KING, WASHINGTON
A MUNICIPAL CORPORATION
400 YESLER WAY, STE 410
SEATTLE, WA 98104-2683**

**POLLUTION LEGAL LIABILITY SELECT (PLL Select®)
POLICY NUMBER PLS 25077906
SUBMISSION NUMBER: 00815083842
PREMIUM BINDER: 000349388-002**

Dear DEBORAH:

PLL Select coverage is bound for the above-captioned account, for the location(s) listed in Section IV effective 12:01AM From: June 30, 2012 To: June 30, 2017. Coverage is bound using the CHARTIS SPECIALTY INSURANCE COMPANY, Form #104827 (03/10) and is bound for those coverage sections listed below in Section I.

SECTION I - Coverages:

1. The following Coverage Sections are bound:

- Coverage B- **ON-SITE CLEAN-UP OF NEW CONDITIONS**
- Coverage C- **THIRD-PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM PRE-EXISTING CONDITIONS**
- Coverage D- **THIRD-PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM NEW CONDITIONS**
- Coverage E- **THIRD-PARTY CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE**
- Coverage F- **EMERGENCY RESPONSE COSTS**
- Coverage J- **BUSINESS INTERRUPTION EXPENSES**

2. The following coverages are bound:

Coverage Section	Deductible-Each Incident	Each Incident Limit	Coverage Section Aggregate Limit
A			
B	\$250,000	\$50,000,000	\$50,000,000
C	\$250,000	\$50,000,000	\$50,000,000
D	\$250,000	\$50,000,000	\$50,000,000
E	\$250,000	\$50,000,000	\$50,000,000
G			
H			
I			
*Business Interruption (\$) Limit		*Business Interruption Deductible	
J	\$2,000,000	3 Days	

Coverage F: Each Incident Limit: N/A Coverage F: Aggregate Limit: N/A

Coverage F: Deductible: N/A

Policy Aggregate Limit: \$50,000,000

* As per Section V. **LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph D. **Maximum for all Business Interruption Expenses.**

For multi-year policies, the limit of liability stated in the chart above is shared over the policy term indicated. The limit of liability is not an annual limit of liability and is therefore not reinstated each year within the policy term.

SECTION II - Premium Information:

Policy Premium: \$368,169
 Commission %: 15.00%

** The Premium amount(s) stated above does not include surplus lines tax, or surplus lines fees.

Premium for Certified Acts of Terrorism Coverage: Not Applicable

SECTION III - Policy Period and Retroactive and Continuity Dates:

Policy Period: From: June 30, 2012 To: June 30, 2017
 Retroactive Date: None
 Continuity Date: December 9, 2002
 Indoor Air Quality Retroactive Date: December 9, 2002

Additional Information:

SECTION IV - Insured Property(ies):

See Schedule of Insured Properties Endorsement

SECTION V - Policy Form Modifications:

The CHARTIS SPECIALTY INSURANCE COMPANY , Form #104827 (03/10) Form will be modified as follows:

- Notice of Loss/Notice of Claim, Form#91968 (12/06)
- PLL Select 2010 CSIC Declarations, Form#104831 (03/10)
- Washington Amendatory Endorsement, Form#78804 (10/03)
- Schedule Of Insured Properties Endorsement, Form#107358 (11/10)
- Minimum Earned Premium Endorsement, Form#105334 (04/10)
- Notice Of Possible Claim Deletion Endorsement, Form#105193 (04/10)
- Arbitration Deletion Endorsement, Form#105201 (04/10)
- Self-Insured Retention Endorsement, Form#105440 (04/10)
- Coverage B Amendatory Endorsement, Form#MNSCPT (03/12)
- Coverage E Amendatory Endorsement, Form#MNSCPT (03/12)
- Coverage J Amendatory Endorsement, Form#MNSCPT (03/12)
- Change in Use or Operations Excl Amend Endorsement, Form#MNSCPT (03/12)
- Microbial Matter Coverage Endorsement, Form#MNSCPT (03/12)
- Intentional Noncompliance Excl Amend Endorsement, Form#MNSCPT (03/12)
- Terrorism Sublimit Endorsement, Form#MNSCPT (03/12)
- Terrorism Excl - All (Incl Cert Acts Of Terrorism), Form#97640 (03/08)

SECTION VI - Services:

At Chartis, we enhance the coverage of every environmental insurance policy by giving insureds complimentary access to the following tools and programs proven to help manage environmental risk, mitigate environmental losses, and conduct loss control:

PIER (Pollution Incident and Environmental Response)

Policyholders have access to pre-screened crisis management specialists who respond in a timely manner to environmental incidents at pre-negotiated rates. Environmental insurance policyholders are automatically enrolled in this program.

Claims Expertise

Our pollution claims operation, with 80+ claims specialists, is the largest in the industry.

RiskTool System

The complimentary, web-based system brings together a myriad of information that a company needs to manage Environmental, Health and Safety (EH&S) programs in one virtual "reference desk."

SCAN (Specialty Claims Assistance Network)

Specialists are available to swiftly address indoor air quality issues that are faced by our insureds, thus helping them mitigate water and mold damage.

Transportation Loss Control Programs

We provide a number of transportation-related programs for insureds that reinforce positive driving behavior and potential improvements in loss reduction. These programs include preventive driving sessions and mock Department of Transportation audits.

Environmental Portal

Portal is secure, Internet-based system that allows our clients to track environmental insurance policies for multiple site portfolios.

Chartis is committed to the achievement of effective risk management objectives for clients as well as providing them access to incident response assistance in the event of a pollution-release event.

SECTION VII - Subject To Information:

We require that you send us a completed and signed Broker Responsible for Surplus Lines Filings Agreement, and if applicable your NJ SLA#. If the items requested above are not received within ten (10) business days, we reserve the right to void this binder *ab initio* and any policy issued in connection with this binder. Payment of premium shall not operate to extend the binding period or nullify the voiding as described above.

The above binder confirmation is subject to the receipt and satisfactory review and acceptance of the following, within three months of binding, unless otherwise specified:

- Engineering site visit.

The policy will be issued by CHARTIS SPECIALTY INSURANCE COMPANY, 175 Water Street, New York, NY 10038.

The premium must be remitted to CHARTIS SPECIALTY INSURANCE COMPANY within thirty (30) days of the effective date of the policy, or within fifteen (15) days of billing, whichever is later. It is your responsibility to follow applicable state surplus lines laws and, in particular, to see that the appropriate surplus lines tax (and stamping fee, if applicable) is collected and paid.

This binder contains an outline of coverage and does not include all the terms, conditions and exclusions of the policy that may be issued. The Policy contains the full and complete agreement with regards to coverage. Please review the policy thoroughly upon receipt and notify us promptly in writing if there are any questions.

Please feel free to contact me with any questions. Thank you for choosing to place your business with Chartis.

NOTICE: THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION.

Sincerely,

LAWRENCE O'BRIEN
ZONAL VICE PRESIDENT
Tel: 415-836-2976
Fax:

POLICYHOLDER DISCLOSURE STATEMENT
UNDER
TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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. You should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a \$100 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless Congress makes some other determination.

For your information, if such coverage is purchased, coverage provided by the policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceeding the Act of Terrorism.

Coverage for Acts of Terrorism is not included in the policy referenced below as the insured has rejected the offer to purchase such insurance.

CHARTIS SPECIALTY INSURANCE COMPANY
NAMED INSURED: COUNTY OF KING, WASHINGTON
POLICY #: PLS 25077906
EFFECTIVE DATES: 06/30/2012 TO 06/30/2017

BINDER WITH NO CERTIFIED ACT INSURANCE (COVERAGE REJECTED BY INSURED)
81273 (12/02)
CI1960

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "Named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, Named Entity or Insured stated in the declarations page.

The following is added and supersedes any provision to the contrary:

A. CANCELLATION

1. The Insured may cancel this policy by mailing or delivering to the Insurer written notice of cancellation or by surrender of the policy prior to or on the effective date of such cancellation.
2. The Insurer may cancel this policy by mailing or delivering to the Insured and the Insured's representative in charge of the subject of the insurance, if applicable, written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to the Insurer, at least:
 - a. 10 days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if the Insurer cancels for any other reason.
3. Like notice of cancellation will also be mailed to any mortgage holder, pledgee or other person shown in this policy with an interest in any loss which may occur thereunder, at their last mailing address known to the Insurer.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If notice is mailed, proof of mailing will be sufficient proof of notice.
6. If the policy is cancelled, we will send the first Named Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund. The cancellation will be effective even if we have not made or offered a refund.

B. NONRENEWAL

1. The Insurer may elect not to renew this policy by mailing or delivering written notice of nonrenewal, to the First Named Insured and the First Named Insured's representative in charge of the subject of the insurance at their respective last mailing addresses known to the Insurer. The notice of nonrenewal shall state the actual reason for nonrenewal. The Insurer will also mail to any mortgage holder or other person shown in this policy with an interest in any loss which may occur thereunder, at their last mailing address known to the Insurer, written notice of nonrenewal. The Insurer will mail or deliver these notices at least 45 days before the:

ENDORSEMENT NO. (Continued)

- a. Expiration of the policy; or
- b. Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, the Insurer will renew this policy unless:

- a. The Insured fails to pay the renewal premium after the Insurer has expressed willingness to renew and has sent a statement of the renewal premium to the Insured and the Insured's representative in charge of the subject of insurance at least 20 days before the expiration date;
- b. Other equivalent coverage has been procured by the Insured prior to the expiration date of the policy; or
- c. The contract is evidenced by a written binder containing a clearly stated expiration date which has expired according to its terms.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF INSURED PROPERTIES

It is hereby agreed that the following location(s) is (are) included in Item 5 of the Declarations as **INSURED PROPERTY(S)**, subject to all of the terms and conditions of the Policy.

Item 5: INSURED PROPERTY(S):

CEDAR HILLS REGIONAL LANDFILL
16645 228TH AVE. SE (940 ACRES, SECTION 21, TOWNSHIP 23 N, RANGE 6 E)
WILLIAMETTE MERIDIAN, MAPLE VALLEY, WA 98038-6209

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

REPLACEMENT

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

It is hereby agreed that:

1. The following minimum earned premiums apply:

Inception Date:	Minimum Earned Premium	50%
End Of Year 1	Minimum Earned Premium	100%

2. Section VI. CONDITIONS, Paragraph G. Cancellation is deleted in its entirety and replaced with the following:

G. Cancellation - This Policy may be cancelled by the **Named Insured** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company only for the reasons stated below by mailing to the **Named Insured** at the address shown in the Policy, written notice stating when not less than ninety (90) days (ten (10) days for nonpayment of premium) thereafter such cancellation shall be effective. Proof of mailing of such notice shall be sufficient proof of notice.

1. Material misrepresentation by the **Insured**.
2. The **Insured's** failure to comply with the material terms, conditions or contractual obligations under this Policy, including failure to pay any premium or Deductible when due. However, the **Insured** shall have the ability, within the first thirty (30) days (ten (10) days for non-payment of premium) of the ninety (90) day notice period stated above, to cure such failure to comply with the material terms, conditions or contractual obligations. The determination of whether or not the **Insured** has cured any such failure is within the sole discretion of the Company.
3. A change in use or a change in operations which is different from the uses or operations identified in writing by the **Insured** to the Company during the underwriting process or in the application and which materially increases a risk covered hereunder. Solely with respect to this Paragraph 3. and solely with respect to such change in use or change in operations on or under a particular **Insured Property(ies)**, the Company shall have the right to cancel coverage only with respect to that **Insured Property(ies)** where such change in use or operations has taken place.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing. If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium based on the

ENDORSEMENT NO. (Continued)

schedule above for the year in which cancellation was effected. The premium will be 100% earned at the end of year one. If the Company cancels, earned premium shall be computed pro rata after applying the minimum premium earned based on the schedule above for the year in which cancellation was effected. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF POSSIBLE CLAIM DELETION ENDORSEMENT

It is hereby agreed that Section III. NOTICE REQUIREMENTS AND CLAIM PROVISIONS, Paragraph B. NOTICE OF POSSIBLE CLAIM is deleted in its entirety.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARBITRATION DELETION ENDORSEMENT

It is hereby agreed that Section **VI. CONDITIONS**, Paragraph **E. Arbitration**, is deleted in its entirety.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELF-INSURED RETENTION ENDORSEMENT

It is hereby agreed that:

1. All references in Item 3. of the Declarations page to "Deductible" and within the Policy are replaced with "Self-Insured Retention" on each occasion.
2. Section **V. LIMITS OF LIABILITY AND DEDUCTIBLE**, is re-titled "**Section V. LIMITS OF LIABILITY, SELF-INSURED RETENTION AND DEDUCTIBLE**".
3. Section **V. LIMITS OF LIABILITY, SELF-INSURED RETENTION AND DEDUCTIBLE** as amended by this Endorsement, Paragraph **F. Deductible**, is deleted in its entirety and replaced with the following:

F. Self Insured Retention - Coverages A through I; Deductible - Coverage J

1. Self-Insured Retention - Coverages A through I

Subject to Paragraphs **V.A.** through **V.E.** above, this Policy is to pay covered **Loss** for **Each Incident**, in excess of the Self-Insured Retention amount stated in Item 3. of the Declarations for the applicable coverage, up to but not exceeding the applicable "Each Incident" limit of coverage. The Self-Insured Retention amount is to be borne by the **Insured** and is not to be insured. The insurance provided by this Policy shall be excess over the applicable Self-Insured Retention amount shown in Item 3. of the Declarations, whether such Self-Insured Retention is collectible or not collectible by reason of the refusal or inability of the **Insured** to pay the retention amount due to insolvency, bankruptcy or any other reason. In no event shall the Company be responsible to make any payment under this Policy before the **Insured** has paid the Self-Insured Retention, and the risk of uncollectibility (in whole or in part) of such Self-Insured Retention is expressly retained by the **Insured** and is not in any way or under any circumstances insured or assumed by the Company.

If **Each Incident** results in coverage under more than one coverage under Coverages A through I, only the highest Self-Insured Retention amount stated in Item 3. of the Declarations among all the coverage sections applicable to the **Loss** will apply.

The **Insured** shall promptly reimburse the Company for advancing any element of **Loss** falling within the Self-Insured Retention.

2. Deductible - Coverage J

Subject to Paragraphs V.A. through V.E. above, this Policy is to pay **Interruption Expenses** under Coverage J in excess of the **Interruption Expenses** sustained during the first three (3) days of an **Interruption** during the **Period of Restoration**. The three (3) day period applies to all **Interruption Expenses** arising out of **Each Incident**.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

SPECIMEN

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE B AMENDATORY ENDORSEMENT

It is hereby agreed that Section I. **INSURING AGREEMENTS, 1. COVERAGES:, COVERAGE B - ON-SITE CLEAN-UP OF NEW CONDITIONS**, is deleted in its entirety and replaced with the following:

COVERAGE B - ON-SITE CLEAN-UP OF NEW CONDITIONS

1. To pay on behalf of the **Insured, Clean-Up Costs** resulting from a **Pollution Condition** on or under the **Insured Property** that first commenced on or after the **Continuity Date**, provided:

- (a) A **Responsible Insured** first becomes aware of such **Pollution Condition** during the **Policy Period** and such **Pollution Condition** is reported to the Company in writing as soon as possible after such discovery and in any event during the **Policy Period** in accordance with Section III. of the Policy.
- (b) Where required, such **Pollution Condition** has been reported to the appropriate governmental agency in substantial compliance with applicable **Environmental Laws** in effect as of the date of discovery.

2. To pay on behalf of the **Insured, Loss** that the **Insured** is legally obligated to pay as a result of a **Claim** for **Clean-Up Costs** resulting from a **Pollution Condition** on or under the **Insured Property**, which **Pollution Condition** first commenced on or after the **Continuity Date**, provided such **Claim** is first made against the **Insured** and reported to the Company in writing during the **Policy Period** in accordance with Section III. of the Policy, or during the **Extended Reporting Period** if applicable.

Provided, however, that This Coverage B Section shall only apply to the following locations within the **Insured Property**:

- Truck maintenance building and adjacent structures and truck wash facility.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

SPECIMEN

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE E AMENDATORY ENDORSEMENT

It is hereby agreed that:

1. Section I. **INSURING AGREEMENTS, 1. COVERAGES:, COVERAGE E - THIRD-PARTY CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

COVERAGE E - THIRD-PARTY CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE

1. To pay on behalf of the **Insured, Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** for **Bodily Injury** or **Property Damage** resulting from a **Pollution Condition** on, under or migrating from or through the **Insured Property**, provided such **Claim** is first made against the **Insured** and reported to the Company in writing during the **Policy Period** in accordance with Section III. of the Policy, or during the **Extended Reporting Period** if applicable.
 2. To pay on behalf of the **Insured, Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** for **Bodily Injury** or **Property Damage** resulting from **Vibration** or **Noise** beyond the boundaries of the **Insured Property**, that originated at the **Insured Property**, provided such **Claim** is first made against the **Insured** and reported to the Company in writing during the **Policy Period** in accordance with Section III. of the Policy, or during the **Extended Reporting Period** if applicable.
 3. To pay on behalf of the **Insured, Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** for **Bodily Injury** or **Property Damage** resulting from birds beyond the boundaries of the **Insured Property**, that have been attracted to the **Insured Property**, provided such **Claim** is first made against the **Insured** and reported to the Company in writing during the **Policy Period** in accordance with Section III. of the Policy, or during the **Extended Reporting Period** if applicable.
2. Solely with respect to Section I. **INSURING AGREEMENTS, 1. COVERAGES, COVERAGE E, Section VIII, Paragraph CC. Pollution Conditions**, is deleted in its entirety and replaced by the following:

CC. Pollution Conditions means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapors, soot, fumes, odors, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.

ENDORSEMENT NO. (Continued)

3. The following definitions are added to Section **VIII. Definitions:**

Noise means audible transmission of sound waves.

Vibration means transmission of shock waves through the earth.

4. The following is added to Section **V. LIMITS OF LIABILITY AND DEDUCTIBLE:**

Coverage E, Paragraph 2 & 3 Sublimit

Subject to Paragraph V.A. through V.F. above, the most the Company will pay for **Loss** associated or in connection with **Noise, Vibration** and birds combined is \$15,000,000 total regardless of the number of incidents, **Claims** or claimants.

All other terms, conditions and exclusions remain the same.

**Authorized Representative
or countersignature (where required by law)**

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

SPECIMEN

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE J AMENDATORY ENDORSEMENT

It is hereby agreed that Section I. **INSURING AGREEMENTS, 1. COVERAGES:**, **COVERAGE J - BUSINESS INTERRUPTION EXPENSES**, is deleted in its entirety and replaced with the following:

COVERAGE J - BUSINESS INTERRUPTION EXPENSES

To pay the **Named Insured's Interruption Expenses**, resulting from an **Interruption** caused directly by a **Pollution Condition** on or under the **Insured Property** that results in on-site **Clean-Up Costs** covered by this Policy. If the **Interruption** is caused by such **Pollution Condition** and any other cause, the Company shall pay only for that portion of **Interruption Expenses** caused solely and directly by such **Pollution Condition**. An **Interruption** must be reported to the Company in accordance with Section III. of the Policy and the **Named Insured** shall resume normal operation of the business and dispense with **Extra Expense** as soon as practicable.

Provided, however, that This Coverage J Section shall only apply to the following locations within the **Insured Property**:

- Truck maintenance building and adjacent structures and truck wash facility.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

SPECIMEN

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICROBIAL MATTER COVERAGE ENDORSEMENT

Solely with respect to **Microbial Matter**, it is hereby agreed as follows:

1. Section **VIII. DEFINITIONS**, Paragraph **W. Microbial Matter**, is deleted in its entirety and replaced with the following:

Microbial Matter means fungi, bacterial or viral matter which reproduces through the release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such **Microbial Matter** is living.

2. The following is added as to Section **V. LIMITS OF LIABILITY AND DEDUCTIBLE**:

Microbial Matter Sublimit

Subject to Paragraphs V.A. through V.F. above, the most the Company will pay for all **Loss** associated or in connection with **Microbial Matter** is \$100,000 total regardless of the number of **Pollution Conditions, Claims** or claimants.

3. The following is added to Section **II, EXCLUSIONS, 1, Common Exclusions Applicable To All Coverages**:

Failure to Maintain and Construction Defects

arising out of the **Insured's** failure to properly maintain or the improper design or construction of any structure erected upon the **Insured Property** or any system contained therein which leads to the growth of **Microbial Matter**.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

SPECIMEN

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TERRORISM SUBLIMIT ENDORSEMENT

1. The following is added to Section **V. LIMITS OF LIABILITY AND DEDUCTIBLE:**

Terrorism Sublimit

Subject to Paragraph V.A. through V.F. above, the most the Company will pay for **Clean-Up Costs, Loss** and **Interruption Expenses** combined, , whichever is applicable, associated or in connection with **Terrorism** is \$250,000 **Each incident**/\$250,000 total all incidents regardless of the number of **Pollution Conditions, Claims** or claimants.

2. It is further agreed that the following definition is added to Section **VIII.**
DEFINITIONS:

Terrorism means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Terrorism shall also include any act which is verified or recognized by the United States or Canadian Government as an act of terrorism.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

SPECIMEN

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTENTIONAL NONCOMPLIANCE EXCLUSION AMENDATORY ENDORSEMENT

It is hereby agreed that Section II. **EXCLUSIONS, 1. COMMON EXCLUSIONS APPLICABLE TO ALL COVERAGES**, paragraph **G. INTENTIONAL NONCOMPLIANCE** is deleted in its entirety and replaced with the following:

G. INTENTIONAL NONCOMPLIANCE:

Arising from **Pollution Conditions** based upon or attributable to any **Responsible Insured's** intentional, willful or deliberate noncompliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body. This exclusion shall not apply during any period in which an **Insured**, is contesting the validity of any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body.

All other terms, conditions and exclusions remain the same.

**Authorized Representative
or countersignature (where required by law)**

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

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By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INTENDED USE OR OPERATIONS EXCLUSION AMENDATORY ENDORSEMENT

It is hereby agreed that Section II. **EXCLUSIONS, 1., COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES**, Paragraph B. **CHANGE IN INTENDED USE OR OPERATIONS**, is deleted in its entirety and replaced with the following :

B. CHANGE IN INTENDED USE OR OPERATIONS:

Based upon or arising from a change in use or a change in operations which is different from the uses or operations identified in writing by the **Insured** to the Company during the underwriting process or in the application and which materially increases a risk covered hereunder.

However, this exclusion does not apply to the planned Gas to Energy Plant on the **Insured Property**.

All other terms, conditions and exclusions remain the same.

**Authorized Representative
or countersignature (where required by law)**

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION - ALL TERRORISM (CERTIFIED AND NON- CERTIFIED ACTS OF TERRORISM)
EXCLUSION ENDORSEMENT

This Policy is amended to include the following Exclusion:

The Company has no obligation to make any payment or to provide or to pay for a defense under this Policy due to or arising directly or indirectly as a result of or in connection with **Terrorism**. **Terrorism** means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

The defined term **Terrorism** shall specifically include, but is not limited to, the following definition of a certified "act of terrorism" as defined by the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 (collectively, "TRIA") as follows:

ACT OF TERRORISM, -

- a. **CERTIFICATION** - The term "act of terrorism" means any 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 -
 - i. To be an act of terrorism;
 - ii. To be a violent act or an act that is dangerous to:
 - 1. human life;
 - 2. property; or
 - 3. infrastructure;
 - iii. to have resulted in damage within the United States, or outside of the United States in the case of:
 - 1. an air carrier or vessel (described in TRIA); or
 - 2. the premises of a United States mission; and
 - iv. to have been committed by an individual or individuals 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.
- b. **LIMITATION** - No act shall be certified by the Secretary as an act of terrorism if:
 - i. The act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
 - ii. Property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.
- c. **DETERMINATION FINAL** - Any certification of, or determination not to certify, an act as an act of terrorism under this Paragraph shall be final, and shall not be subject to judicial review.

ENDORSEMENT NO. (Continued)

- d. **NONDELEGATION** - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this Paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)