CHARTIS SPECIALTY INSURANCE COMPANY
(A Capital Stock Company, herein called the Company)
175 Water Street
New York, NY 10038

CONTRACTOR'S POLLUTION LIABILITY POLICY

DECLARATIONS

NOTICE: AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT AND ALSO SHALL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY OTHER COSTS COVERED BY THIS INSURANCE.

POLICY NUMBER: CPO 2440255

Item 1. NAMED INSURED: POLK COUNTY GOVERNMENT

ADDRESS: 111 COURT AVE STE 390
DES MOINES, IA 50309-2255

Item 2. POLICY PERIOD:

FROM: July 1, 2013 **TO:** July 1, 2014
12:01 AM STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE

Item 3. LIMIT OF LIABILITY:

COVERAGE A	$1,000,000	**EACH LOSS**
COVERAGE B	$250,000	**EACH LOSS**
	$2,000,000	**AGGREGATE**

Item 4. DEDUCTIBLE: $10,000 **EACH LOSS**

Item 5. POLICY PREMIUM:

Premium for Certified Acts of Terrorism Coverage Under Terrorism Risk Insurance Act 2002:

Broker:

By S. Smith
AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

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

ENDORSEMENT No. 1

This endorsement, effective 12:01 AM: July 1, 2013

Forms a part of policy no.: CPO 2440255

Issued to: POLK COUNTY GOVERNMENT

By: CHARTIS SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA
AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

CANCELLATION AND NONRENEWAL

A. The cancellation policy condition is replaced by the following:

1. The First Named Insured shown in the Declarations may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.

2a. The Insurer may cancel this policy by mailing or delivering the First Named Insured and any loss payee, written notice of cancellation at least:

(1) 30 days before the effective date of cancellation if the Insurer cancels due to loss of reinsurance coverage; or

(2) 10 days before the effective date of cancellation if the Insurer cancels for any other reason.

2b. If this policy is a new policy and has been in effect for less than 60 days, the Insurer may cancel for:

(1) loss of reinsurance subject to 2d. below; or

(2) any other reason.

2c. If this policy has been in effect for 60 days or more, or is a renewal of a policy the Insurer issued, the Insurer may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Misrepresentation or fraud made by or with the knowledge of the First Named Insured or Other Insured(s) in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;

(3) Acts or omissions by the First Named Insured or Other Insured(s) that substantially change or increase the risk Insured;

(4) Determination by the commissioner that the continuation of the policy would jeopardize the Insurer's solvency or would place the Insurer in violation of the laws of this or any other state;

(5) The First Named Insured or Other Insured(s) has acted in a manner which he or she knew or should have known was in violation or breach of a policy term or condition; or

(6) Loss of reinsurance, subject to 2d. below.

2d. The Insurer may cancel due to loss of reinsurance which provides coverage to the Insurer for a significant portion of the underlying risk insured, but only if the commissioner determines that such cancellation is justified.

3. The Insurer will mail or deliver the notice of cancellation to the First Named Insured's and any loss payee's last mailing address known to the Insurer.

4. Notice of cancellation will state:

(1) The reason for cancellation; and

(2) The effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, the Insurer 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 may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.

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

NONRENEWAL

1. If the Insurer decides not to renew this policy, the Insurer will mail or deliver written notice of nonrenewal to the First Named Insured and any loss payee at least 45 days before the expiration date of this policy, except if:

a. The Insurer has offered to issue a renewal policy; or

b. The First Named Insured has failed to pay a premium due to any advance premium required for renewal.

2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

All other terms, conditions and exclusions remain unchanged.

S Smith

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO. 2

This endorsement, effective 12:01 AM, July 1, 2013

Forms a part of Policy No: CPO 2440255

Issued to: POLK COUNTY GOVERNMENT

By: CHARTIS SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS ENDORSEMENT

It is hereby agreed that Section **VI. DEFINITIONS,** Paragraph **K. Insured** is amended to include the following scheduled entity(s) as additional **Insured**(s) but solely as respects liability arising out of the **Covered Operations** performed by or on behalf of the **Named Insured**.

SCHEDULE

Name of Person or Organization:

Owners, lessees or contractors of a job site where **Covered Operations** are being performed by or on behalf of the **Named Insured** and the **Named Insured** is required under a written contract to add such entities as additional **Insured**(s) to this Policy.

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

S. Smith

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO. 3

This endorsement, effective 12:01 AM, July 1, 2013

Forms a part of Policy No: CPO 2440255

Issued to: POLK COUNTY GOVERNMENT

By: CHARTIS SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED OPERATIONS ENDORSEMENT

It is hereby agreed that Section **VI. DEFINITIONS**, Paragraph **F. Covered Operations**, is deleted in its entirety and replaced with the following:

F. **Covered Operations** means those activities scheduled below that are performed for a third party for a fee by or on behalf of the **Named Insured** at a job site. **Covered Operations** includes **Completed Operations** and **Transportation.**

Schedule of **Covered Operations**:

Polk County, IA weatherization for low income housing.

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

S. Smith

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO. 4

This endorsement, effective 12:01 AM, July 1, 2013

Forms a part of Policy No: CPO 2440255

Issued to: POLK COUNTY GOVERNMENT

By: CHARTIS SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT ANNUAL TERM

1. It is hereby agreed that the following minimum earned premium will apply.

   Inception Date: Minimum Premium Earned 100%

2. It is hereby agreed that Section **V. CONDITIONS**, Paragraph **M. CANCELLATION** is deleted in its entirety and replaced with the following:

M. 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 60 days (10 days for nonpayment of premium) thereafter such cancellation shall be effective. Proof of mailing of such notice shall be sufficient proof of notice.

Reasons for Cancellation:

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; or

3. A change in **Covered Operations** that materially increases a risk covered under this Policy.

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 the Policy, earned premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum premium earned based on the schedule above, unless the minimum earned premium above is 100%, in which case no premium will be returned to the **Named Insured**. If the Company cancels, earned premium shall be computed pro rata after applying the minimum premium earned based on the schedule above. 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.

S. Smith

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO. 5

This endorsement, effective 12:01 AM, July 1, 2013

Forms a part of Policy No: CPO 2440255

Issued to: POLK COUNTY GOVERNMENT

By: CHARTIS SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEPARATE DEFENSE EXPENSE LIMIT ENDORSEMENT

It is hereby agreed as follows: that Section **I. INSURING AGREEMENTS**, Paragraph **2.**, **DEFENSE**, is deleted in its entirety and replaced with the following:

2. DEFENSE

When a **Claim** is made against the **Insured** to which Section **I. INSURING AGREEMENTS**, Paragraph **1.**, **COVERAGES, COVERAGE A - LEGAL LIABILITY** above applies, the Company has the right to defend, including, but not limited to, the right to appoint counsel and the duty to defend such **Claim**, even if groundless, false, or fraudulent.

Claim Expenses are not included in the definition of **Loss**, and are not subject to the Deductible amount and do not reduce the applicable limit of liability, as described in Section **IV. LIMITS OF LIABILITY AND DEDUCTIBLE**, until **Claim Expenses** in the aggregate total $250,000. Upon payment of **Claim Expenses** equaling this total, **Claim Expenses** are included with the definition of **Loss**, and are subject to the Deductible amount and reduce the applicable limit of liability, as described in Section **IV. LIMITS OF LIABILITY AND DEDUCTIBLE.**

The Company shall not be obligated to defend or continue to defend any **Claim** after the applicable Limit of Liability has been exhausted by payment of **Loss**.

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

S. Smith

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO. 6

This endorsement, effective 12:01 AM, July 1, 2013

Forms a part of Policy No: CPO 2440255

Issued to: POLK COUNTY GOVERNMENT

By: CHARTIS SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION WITH CERTIFIED ACTS OF TERRORISM EXCEPTION PURCHASED ENDORSEMENT

This Policy is amended by the addition of 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.

This Exclusion does not apply to a certified "act of terrorism" which is defined by Section 102. Definitions, of the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 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 --
  - (I) human life;
  - (II) property; or
  - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of --
  - (I) an air carrier or vessel (described in TRIA)
  - (II) the premises of a United States mission; and
- (iv) to have been 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.

(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) **DETERMINATIONS 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.

FOR USE WHEN THE INSURED ELECTS FULL CERTIFIED ACTS OF TERRORISM.

(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.

S. Smith

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

FOR USE WHEN THE INSURED ELECTS FULL CERTIFIED ACTS OF TERRORISM.

ENDORSEMENT NO. 7

This endorsement, effective 12:01 AM, July 1, 2013

Forms a part of Policy No: CPO 2440255

Issued to: POLK COUNTY GOVERNMENT

By: CHARTIS SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISISRESPONSE® AND CRISIS MANAGEMENT ENDORSEMENT

It is hereby agreed that:

1. The following is added to Section **I. INSURING AGREEMENTS, 1. COVERAGES:**

COVERAGE E - CRISISRESPONSE® AND CRISIS MANAGEMENT

1. **Advancement of CrisisResponse® Costs during a Crisis Management Event**

The Company will pay **CrisisResponse® Costs** on behalf of the **Insured** that may be associated with **Loss** covered by this Policy arising from a **Crisis Management Event** first commencing during the **Policy Period.**

The Company will advance **CrisisResponse® Costs** that may be associated with **Loss** covered by this Policy directly to third parties.

2. **Crisis Management Insurance**

The Company will pay **Crisis Management Loss** on behalf of the **Insured** arising from a **Crisis Management Event** first commencing during the **Policy Period.**

A **Crisis Management Event** shall first commence at the time during the **Policy Period** when a **Responsible Insured** first becomes aware of a **Pollution Condition** that gives rise to a **Crisis Management Event** and shall end at the earliest of the time when the Company determines that a crisis no longer exists or when the CrisisResponse® limit of insurance and/or the crisis management limit of insurance, whichever applies, as described in Section **V. LIMITS OF LIABILITY AND DEDUCTIBLE**, as amended by this Endorsement, has been exhausted.

3. Any advancement of **CrisisResponse® Costs** or payment of **Crisis Management Loss** that the Company makes under the coverage provided by this coverage section will not be a determination of the Company's obligations under this Policy, nor create any duty to defend any **Claim** under any other part of this Policy.

2. The following are added to Section **VI. DEFINITIONS**:

Crisis Management Event means an event that in the good faith opinion of a **Responsible Insured**, in the absence of **Crisis Management Services**, has been associated with or may reasonably be associated with:

1. **Loss** covered by this Policy; and

2. Significant adverse regional or national news media coverage.

Crisis Management Firm means any public relations firm or crisis management firm approved by the Company that is hired by the **Insured** to perform **Crisis Management Services** in connection with a **Crisis Management Event**. Attached to and forming a part of this Policy is a Schedule of firms that have been pre-approved by the Company and may be hired by the **Insured** without further approval by the Company.

Crisis Management Loss means the following amounts incurred during a **Crisis Management Event**:

1. Amounts for the reasonable and necessary fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** for the **Insured** solely arising from a covered **Crisis Management Event**; and

2. Amounts for reasonable and necessary printing, advertising, mailing of materials, or travel by the **Named Insured's** directors, officers, employees or agents or a **Crisis Management Firm** incurred at the direction of a **Crisis Management Firm**, solely arising from a covered **Crisis Management Event**.

Crisis Management Services means those services performed by a **Crisis Management Firm** in advising the **Insured** on minimizing potential harm to the **Insured** from a covered **Crisis Management Event** by maintaining and restoring public confidence in the **Insured**.

CrisisResponse® Costs means the following reasonable and necessary expenses incurred during a **Crisis Management Event** directly caused by a **Crisis Management Event**, provided that such expenses have been pre-approved by the Company and may be associated with **Loss** that would be covered by this Policy:

1. Medical expenses;

2. Funeral expenses;

3. Psychological counseling;

4. Travel expenses;

5. Temporary living expenses;

6. Expenses to secure the scene of a **Crisis Management Event**; and

7. Any other expenses pre-approved by the Company.

CrisisResponse® Costs does not include defense costs or **Crisis Management Loss**.

3. The following is added to the end of Section **IV. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph **C. DEDUCTIBLE - EACH LOSS**:

   Coverage E

   Subject to Paragraphs A. and B. above, this Policy is to pay covered **CrisisResponse® Costs** and/or **Crisis Management Loss** in excess of the following Deductible amount: $25,000, up to but not exceeding the limits set forth in Paragraph A. above; provided that payment of Deductible amounts for **CrisisResponse® Costs** and/or **Crisis Management Loss** shall erode the Deductible amount applicable to that particular **Loss** arising out of the same, related or continuous **Pollution Conditions** for all other Coverages under this Policy.

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

4. The following is added to the end of Section **IV. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph **A. LIMITS OF LIABILITY - AGGREGATE:**

   The Company's total liability for all **CrisisResponse® Costs** and/or **Crisis Management Loss** shall not exceed $250,000 combined, regardless of the number of **Crisis Management Events** first commencing during the **Policy Period**. The Company will have no obligation to advance **CrisisResponse® Costs** or to pay **Crisis**

Management Loss from the earliest of the time when the Company determines that a **Crisis Management Event** has ended or when this $250,000 limit of liability has been exhausted. **CrisisResponse® Costs** and/or **Crisis Management Loss** shall not be included as **Loss** and do not reduce the available Limit of Liability.

5. The following is added to Section **III. CLAIMS AND NOTICE PROVISIONS**, Paragraph **A. INSURED'S DUTIES WHEN THERE IS A CLAIM OR EMERGENCY RESPONSE COSTS:**

   5. The **Insured** must report any **Crisis Management Event** to the Company within twenty-four (24) hours of the time that a **Responsible Insured** first becomes aware of a **Pollution Condition** that gives rise to a **Crisis Management Event** or as soon as practicable to be eligible for the advancement of **CrisisResponse® Costs** and the payment of **Crisis Management Loss.**

      Notice of a **Crisis Management Event** may be given by calling 1-877-244-3100. If notice is given by telephone, written notice will be given as soon as practicable thereafter. Written notice should include:

      a. How, when and where the **Crisis Management Event** is taking or 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 **Crisis Management Event**.

   6. There shall be no requirement that the **Insured** obtain prior written approval from the Company before incurring any **Crisis Management Loss**, provided that the **Crisis Management Firm** selected by the **Insured** to perform the **Crisis Management Services** has been approved by the Company. If the **Insured** chooses to retain a firm that does not appear in the Schedule attached to and forming a part of this Policy, the **Insured** must obtain the Company's consent, which shall remain in the Company's sole discretion, prior to retaining the services of such firm.

   7. Any payments for **Crisis Management Loss** or advancement of **CrisisResponse® Costs** that the Company makes under this Policy:

      a. Shall not be deemed to be a determination of the insured's liability with respect to any **Claim** or **Loss** under the Policy; and

      b. Shall not create any duty to defend any **Claim** or to investigate any **Claim** or **Pollution Conditions** arising from a **Crisis Management Event**, nor any coverage obligations under this Policy.

   8. If the Crisis Management Insurance provided by this Policy and any other insurance issued to the **Named Insured** by the Company or any of its affiliated companies shall apply to the same crisis the maximum limit of insurance under all insurance available shall not exceed the highest applicable limit of insurance available under any one policy or endorsement.

   9. In the event of a dispute between the **Insured** and us as to whether a **Crisis Management Event** has occurred, the **Insured** may, at its own cost, retain the services of an approved **Crisis Management Firm** and/or advance **CrisisResponse® Costs**. Provided, however, if the **Insured** elects to retain an approved **Crisis Management Firm** or to advance **CrisisResponse® Costs**, the Company shall have no obligation to reimburse the **Insured** under this Policy for such costs or expenses. The right to reimbursement shall be arbitrated pursuant to the rules of the American Arbitration Association in New York, New York or in the state indicated in Item 1. of the Declarations of this Policy as the address of the **Named Insured.**

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

S. Smith

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO. 8

This endorsement, effective 12:01 AM, July 1, 2013

Forms a part of Policy No: CPO 2440255

Issued to: POLK COUNTY GOVERNMENT

By: CHARTIS SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISISRESPONSE® AND CRISIS MANAGEMENT SCHEDULE OF APPROVED CRISIS MANAGEMENT FIRMS ENDORSEMENT

It is hereby agreed that the following public relations and non-public relations firms are approved crisis response vendors and are added to Section **VI. DEFINITIONS, Crisis Management Firm,** as amended on the CRISISRESPONSE® AND CRISIS MANAGEMENT ENDORSEMENT attached to this Policy:

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
The Abernathy MacGregor Group, Inc.			
501 Madison Ave. New York, NY 10022	**Rhonda Barnat** **Managing Director** **(212) 371-5999 Office** **(917) 912-6378 Cell** **(212) 752-0723 Fax** **(646) 478-8740 Home** **rb@abmac.com**	**(917) 912-6378**	Public Relations, Crisis Management services. Serving clients in the US, UK, Germany, France, Italy, Switzerland, The Netherlands, Hong Kong, Spain, Latin America and China.
611 W. Sixth Street, Suite 1880 Los Angeles, CA 90017	**Ian D. Campbell** **Vice Chairman** **(213) 630-6550 Office** **(213) 422-7958 Cell** **(213) 489-3443 Fax** **(818) 957-5650 Home** **(818) 541-0954 Home Fax** **idc@abmac.com**	**(818) 750-4392** **(917) 940-3476**	
Ann Barks Public Relations			
896 Cross Gates Boulevard Slidell, LA 70461	**Ann W. Barks** **Owner** **(985) 847-0750 Direct** **(985) 290-8304 Cell** **abarkspr@bellsouth.net**	**(985) 290-8304**	Public Relations, Crisis Management services. Serving clients in the Gulf Coast region (Alabama, Florida, Georgia, Louisiana, Mississippi and Texas).

Gladstone International, Inc.			
1278 Glenneyre St. Laguna Beach, CA 92651	**Joan Gladstone** **President and CEO** **(949) 475-6979 Office** **(949) 475-6978 Fax** **(949) 633-9900 Cell** **jgladstone@gladstonepr.com**	**(949) 633-9900**	Public Relations, Crisis Management services, Media Training. Serving the Western US region.
Bright Light Marketing Group			
1001 Bishop Street,Suite 900 Honolulu, Hawaii 96813-3429	**Charlene Lo Chan** Executive Vice President and Chief Operating Officer **(808) 275-3007 Direct** **(808) 524-6441 Office** **(808) 781-7733 Cell** **(808) 524-8115 Fax** **charlene@brightlightmarketing.com**		Public Relations, Crisis Management services. Serving clients in Hawaii, Japan, Taiwan, China, American Samoa, Samoa, Federated States of Micronesia, Guam, Mariana Islands, Saipan, Marshal Islands, Palau, Kiribati and South Korea.
Dix & Eaton			
200 Public Square Suite 1400 Cleveland, OH 44114-2316	**Matt Barkett** **Managing Director** **(216) 241-3073 Direct** **(216) 241-0405 Office** **(216) 780-7800 Cell** **(216) 241-3073 Fax** **mbarkett@dix-eaton.com** **Gary Pratt** **Senior Vice President** **(216) 241-4613 Direct** **(216) 241-0405 Office** **(440) 477-1278 Cell** **gpratt@dix-eaton.com**	**(216) 241-3073**	Public Relations,Crisis Management services. Serving clients in the Great Lakes region and the Mid-West US.
O'Neil & Associates			
31 New Chardon St. Boston,MA 02114	**Andrew M. Paven** **Senior Vice President** **(866) 989-4321 Toll Free** **(617) 646-1000 Office** **(617) 646-1290 Fax** **apaven@oneillandassociates.com**	**(866) 989-4321**	Public Relations, Crisis Management services. Serving clients in the New England region.

Edelman

200 E. Randolph Street, 63rd Floor Chicago, IL 60601	**Harlan Loeb** **Executive Vice President** **(312) 240-2624 Direct** **(312) 240-3000 Office** **(312) 240-2900 Fax** **(312) 282-5632 Cell** **harlan.loeb@edelman.com**	**(866) 333-5911**	Public Relations, Crisis Management services. Serving clients in the US and Internationally.
	Jenifer Giller **Senior Account Executive** **(312) 233-1272 Direct & Cell** **(312) 240-3000 Office** **(312) 240-2900 Fax** **jenifer.giller@edelman.com**		

Fleishman-Hilliard International Communications, Inc.

John Hancock Center 200 East Randolph Street, 37th Floor Chicago, IL 60601	**David Saltz** **Senior Vice President and Partner** **(312) 751-3530 Direct** **(312) 751-8878 Office** **(312) 729-3630 Cell** **(312) 751-8191 Fax** **david.saltz@fleishman.com**	**(312) 729-3630**	Public Relations, Crisis Management services. Serving clients in the US and Internationally.
	Rick Fox **Senior Vice President** **(617) 729-3734 Direct** **(312) 286-4983 Cell** **(312) 751-8191 Fax** **rick.fox@fleishman.com**		

Levick Strategic Communications, LLC

1900 M Street NW Washington, D.C. 20036	**Gene Grabowski** **Senior Vice President** **(202) 973-1351 Direct** **(202) 270-6560 Cell** **(202) 973-1301 Fax** **ggrabowski@levick.com**	**(202) 270-6560**	Public Relations, Crisis Management services. Serving the US, Europe, Asia and the Middle East.
	Jason Maloni **Senior Vice President** **(202) 973-1335 Direct** **(202) 834-9677 Cell** **Jason.maloni@levick.com**		

Marsh, Inc. (Reputational Risk & Crisis Management Group)

1166 Avenue of the Americas New York, NY 10036	**Tracy Knippenburg Gillis** **Managing Consultant** **(212) 345-3886 Direct** **(516) 661-0308 Cell** **(516) 536-5845 Other** **(212) 948-8638 Fax** **tracy.knippenburggillis@marsh.com**	**(877) 246-2774**	Public Relations,Crisis Management services. Serving clients in the US.
345 California Street Suite 1300 San Francisco, California 94104	**Simon R. Baker** **Vice President** **(415) 743-8648 Direct** **(415) 367-5707 Cell** **simon.r.baker@marsh.com**		

rbb Public Relations

355 Alhambra Circle, Suite 800 Miami, Florida 33134	**Bruce S. Rubin** **Senior Counselor** **(305) 448-2640 Direct** **(305) 807-2704 Cell** **(305) 448-5027 Fax** **Bruce.rubin@rbbpr.com**	**(305) 807-2704**	Public Relations,Crisis Management services. Serving clients in the US.

Sard Verbinnen & Co.

630 Third Avenue, 9th Floor New York, NY 10017	**George Sard** **Chairman and CEO** **(212) 687-8080 Office** **(212) 687-8344 Fax** **gsard@sardverb.com**	**(917) 750-4392**	Public Relations,Crisis Management services. Serving clients in the US.
475 Sansome Street, Suite 1750 San Francisco, CA 94111	**Paul Kranhold** **Managing Director** **(415) 618-8750 Office** **(415) 568-9580 Fax** **pkranhold@sardverb.com**		

Sitrick and Company, Inc.

655 Third Avenue, 22nd Floor New York, NY 10017	**Jeffrey S. Lloyd, Ph. D.** **Managing Director** **(212) 660-6393 Direct** **(212) 573-6100 Office** **(310) 963-2850 Cell** **(212) 573-6165 Fax** **jeff_lloyd@sitrick.com**	**(310) 358-1011**	Public Relations, Crisis Management services. Serving clients in the US.
1840 Century Park East, Suite 800 Los Angeles, CA 90067	**Michael S. Sitrick** **Chairman and CEO** **(310) 788-2850 Direct** **(310) 788-2855 Fax** **mike_sitrick@sitrick.com**		

The Torrenzano Group

The Lincoln Building 60 East 42nd Street, Suite 2112 New York, NY 10165-2112	**Richard Torrenzano** **Chairman and CEO** **(212) 681-1700 Ext. 111 Direct** **(212) 681-6961 Fax** **richard@torrenzano.com**	**(917) 539-4000**	Public Relations, Crisis Management services. Serving clients in the US.
	Edward A. Orgon **Chairman and Chief Operating Officer** **(212) 681-1700 Ext. 102 Direct** **(917) 539-4000 Cell** **(212) 681-6961 Fax** **ed@torrenzano.com**		

THE FOLLOWING NON-PUBLIC RELATIONS FIRMS ARE APPROVED CRISIS RESPONSE VENDORS

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
Bill Tibbo & Associates			
411 Borland Court Newmarket, Ontario, L3X 1E4	**Bill Tibbo** **Corporate Clinical Consultant and Disaster Management Specialist** **(888) 355-9788 Toll Free** **(416) 716-8057 Cell** **bill@billtibbo.com**	**(905) 868-4174**	Psychological Counseling, Medical Case Management, Medical Cost Projection and Containment services.
	Ross McPhail **Vice President Operations** **(905) 830-0291 Office** **(905) 868-4174 Cell** **ross@billtibbo.com**		Serving clients in the US & Canada.
Coventry Health Care, Inc.			
3200 Highland Ave. Downers Grove, IL 60515	**Dr. Michael Lacroix** **(914) 223-4463 Cell** **(786) 513-7690 Fax** **jxlacroix@cvty.com**	**(888) 552-5378**	Psychological Counseling, Medical Case Management, Medical Cost Projection and Containment services. Serving clients in the US.
Lombardi Associates			
277 Fairfield Road, Suite 305A Fairfield, NJ 07004	**Anthony Nastasi** **National Director of Client Services** **(973) 271-8928 Cell** **(800) 550-0095 Office** **(310) 552-9052 Fax** **anthony.nastasi@lombardiassociates.com**	**(877) 715-2440**	Psychological Counseling, Medical Case Management, Medical Cost Projection and Containment services.
	Jennifer Wolfe **(803) 917-9948**		Serving clients in the US and Canada.

Cunningham Lindsey US (f/k/a GAB Robbins North America, Inc.)

560 Peoples Plaza, Suite 215 Newark, Delaware 19702	**Gail Oliver** **Vice President** **(302) 838-1684 Direct** **(302) 521-4985 Cell** **(302) 838-1685 Fax** **goliverg@cl-na.com**	**(800) 621-5410**	Claims Investigations, Appraisals, Emergency Claims and Loss Call Center Operations services. Serving clients in the US and Internationally.

T. J. Russo Consultants

99 Hillside Avenue, Suite X Williston Park, NY 11596	**Michael W. Russo** **Senior Consultant** **(516) 294-8644 Ext. 15 Direct** **(516) 456-3900 After Hours** **(516) 747-1009 Fax** **(516) 456-3900 Cell** **mwrusso123@aol.com**	**(516) 456-3900**	Fire Investigation and Analysis services. Serving clients in the US.

D.A.R., Inc.

4 Iris Drive Scarborough, Maine 04074	**David W. Hunt** **Founder and President** **(207) 415-0735 Direct** **(207) 883-0493 Home** **(207) 883-2436 Fax** **dhunt12348@aol.com**	**(207) 415-0735**	Crisis Management, Global Investigation Services, Access to National & International Intelligence Agencies, Crisis Management services. Serving clients in the US and Internationally.

Lanny J. Davis & Associates, LLC			
600 13th Street, NW Suite 600 Washington, DC 20005	**Lanny J. Davis** **Attorney at Law** **(202) 756-8211** **(202) 737-1141 Fax** **ldavis@lannyjdavis.com** **Maddie Melendez** **Assistant** **(202) 756- 8293** **mmelendez@lannyjdavis.com**		Legal Crisis Communications, Media Strategy, Public Advocacy, Legal & Regulatory Issues, Crisis Management services. Serving clients in the US and Internationally.
Meagher & Geer, P.L.L.P.			
33 S. Sixth Street,Suite 4400 Minneapolis, MN 55402	**Russell D. Melton** **Attorney at Law and Partner** **(612) 371-1317 Direct** **(612) 338-0661 Office** **(612) 338-8384 Fax** **(612) 964-1882 Cell** **rmelton@meagher.com**	**(612) 347-9118**	Commercial and industrial fire investigation, engineering and legal services. Serving clients in the US and Internationally.
Patton Boggs, LLP			
2550 M Street, NW Washington, DC 20007	**Thomas M. Keane** **Director of Strategic Business Initiatives, Litigation Practice** **(202) 457-7540 Direct** **(202) 256-1289 Cell** **(202) 457-6315 Fax** **tkeane@pattonboggs.com**		Legal & Regulatory Issues, Public Relations and Crisis Management services. Serving clients in the US.

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

S. Smtz

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

AIG

NOTICE OF LOSS/NOTICE OF CLAIM

INSTRUCTIONS: PLEASE ATTACH ALL CORRESPONDENCE RELATING TO THIS NOTICE OF LOSS AND MAIL COPIES OF THIS NOTICE TO EACH ADDRESS BELOW:

Manager, Pollution Insurance Products Dept.
AIG Property Casualty Claims, Inc.
Attn.: CID
101 Hudson Street, 31st Floor
Jersey City, NJ 07302
Fax: 866-260-0104
Email: severityfnol@aig.com

Date of Notice: _____

NAMED INSURED: POLK COUNTY GOVERNMENT

Telephone: ( ) _____
Contact: _____

ADDRESS OF INSURED: 111 COURT AVE STE 390
DES MOINES, IA 50309-2255

Telephone: ( ) _____
Contact: _____

POLICY INFORMATION:

Policy Number: CPO 2440255
Policy Period: From: July 1, 2013 To: July 1, 2014

Loss Information:

Loss Location: _____

Date and Description Of Loss: _____

For AIG Use Only:
Date Claim Notice Received: _____
Date of Claim: _____

Company/Person Filing Suit (if applicable): _____

NOTE: *Any person who knowingly files a Statement of Claim containing any false or misleading information is subject to criminal and civil penalties.*

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CI2940

CHARTIS SPECIALTY INSURANCE COMPANY

CONTRACTORS POLLUTION LIABILITY POLICY

NOTICE

PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES, AND WHAT IS AND IS NOT COVERED. VARIOUS PROVISIONS THROUGHOUT THIS POLICY RESTRICT OR EXCLUDE COVERAGE. PLEASE NOTE THAT CERTAIN COVERAGE IS DEPENDENT UPON IMMEDIATE NOTICE TO THE COMPANY. PLEASE NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS AND SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT. THE DETERMINATION OF WHETHER BODILY INJURY, PROPERTY DAMAGE OR ENVIRONMENTAL DAMAGE HAS OCCURRED DURING THE POLICY PERIOD, AND OTHER POLICY PROVISIONS, MAY BE DIFFERENT FROM OTHER POLICIES THE NAMED INSURED HAS PURCHASED.

TERMS APPEARING IN BOLD-FACED TYPE OTHER THAN SECTION HEADINGS ARE DEFINED IN SECTION VI.

In consideration of payment of the premium and deductible by the **Named Insured** and in reliance upon the statements in the **Named Insured's** Application made a part hereof, the Company agrees with the **Insured**, subject to all the terms, exclusions and conditions of this Policy, as follows:

I. INSURING AGREEMENTS

1. COVERAGES

COVERAGE A - LEGAL LIABILITY

a. The Company will pay on behalf of the **Insured** all sums that the **Insured** shall become legally obligated to pay as **Loss** as a result of **Claims** for **Bodily Injury, Property Damage** or **Environmental Damage** resulting from **Pollution Conditions** caused by **Covered Operations.** The **Pollution Conditions** must be unexpected and unintended from the standpoint of the **Insured**. The **Bodily Injury, Property Damage**, or **Environmental Damage** must occur during the **Policy Period**.

b. Progressive, indivisible **Bodily Injury, Property Damage** or **Environmental Damage** over a period of days, weeks, months or longer caused by the same, related or continuous **Pollution Conditions** shall be deemed to have occurred only on the date of first exposure to such **Pollution Conditions**.

However, if the date of first exposure is before the inception date of the first Contractors Pollution Liability Policy the Company issued to the **Named Insured** providing coverage for **Bodily Injury, Property Damage** or **Environmental Damage** which occurs during the policy period, or can not be determined, but the progressive, indivisible **Bodily Injury, Property Damage** or **Environmental Damage** continues in fact to exist during this **Policy Period**, it will be deemed to have occurred only on the inception date of such first Contractors Pollution Liability Policy providing coverage for **Bodily Injury, Property Damage**, or **Environmental Damage** which occurs during the policy period.

c. If the same, related or continuous **Pollution Conditions** result in **Bodily Injury, Property Damage** or **Environmental Damage** which occurs during the policy periods of different Contractors Pollution Liability policies the Company has issued to the **Named Insured**, providing coverage for **Bodily Injury, Property Damage** or **Environmental Damage** which occurs during the policy period:

(i) All such **Bodily Injury, Property Damage** or **Environmental Damage** shall be deemed to have occurred only during the first policy period of such Contractors Pollution Liability policies in which any of the **Bodily Injury, Property Damage** or **Environmental Damage** occurred; and

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

(ii) All **Loss** from all such **Bodily Injury, Property Damage** or **Environmental Damage** shall be subject to the "Each Loss" Limit applicable under the policy described in Paragraph c.(i) above.

COVERAGE B - EMERGENCY RESPONSE COSTS

The Company will pay **Emergency Response Costs** resulting from **Pollution Conditions** caused by **Covered Operations. Emergency Response Costs** must be first incurred by the **Insured** during the **Policy Period**.

For this Coverage to apply, all of the following conditions must be satisfied:

1. The **Insured** must report the **Emergency Response Costs** to the Company, in writing, as provided in Section **III. CLAIMS AND NOTICE PROVISIONS, A. INSURED'S DUTIES WHEN THERE IS A CLAIM OR EMERGENCY RESPONSE COSTS**, Subparagraph 1. and Subparagraph 3. of this Policy.

2. Such **Pollution Conditions** must be unexpected and unintended from the standpoint of the **Insured**.

2. DEFENSE

When a **Claim** is made against the **Insured** to which Section **I. INSURING AGREEMENT, 1. COVERAGES** above applies, the Company has the right to defend, including but not limited to the right to appoint counsel, and the duty to defend such **Claim**, even if groundless, false, or fraudulent.

Upon the **Insured's** satisfaction of any applicable deductible amounts, **Claim Expenses** shall be paid by the Company and such payments shall be included as **Loss** and reduce the available Limit of Liability. The Company shall not be obligated to defend or continue to defend any **Claim** after the applicable Limit of Liability has been exhausted by payment of **Loss**.

3. SETTLEMENT

The Company will present any settlement offers to the **Insured**, and if the **Insured** refuses to consent to any settlement within the limits of liability of this Policy recommended by the Company and acceptable to the claimant, the Company's duty to defend the **Insured** shall then cease and the **Insured** shall thereafter negotiate or defend such **Claim** independently of the Company and the Company's liability shall not exceed the amount, less the Deductible or any outstanding Deductible balance, for which the **Claim** could have been settled if such recommendation was consented to.

II. EXCLUSIONS

This Policy does not provide coverage and the Company will not pay any **Claims, Claim Expenses** or **Loss**:

A. PRIOR KNOWLEDGE:

Based upon or arising from **Pollution Conditions** resulting from **Covered Operations** existing prior to the **Inception Date** and known by a **Responsible Insured** and not disclosed in the application for this Policy, or any previous policy for which this Policy is a renewal thereof.

B. INTENTIONAL NON-COMPLIANCE:

Based upon or arising out of any **Responsible Insured's** knowing, 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.

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C. **PRODUCT LIABILITY:**

Based upon or arising out of the sale, distribution, design or manufacture of a product unless installed as part of **Covered Operations**.

D. **CONTRACTUAL LIABILITY:**

1. Based upon or arising out of liability of others assumed by the **Insured** under any contract or agreement. This Exclusion does not apply to liability:

   a. Arising from **Covered Operations** performed by subcontractors of the **Named Insured**, provided such liability is assumed by the **Named Insured** in a written contract with its client for such operations and the **Claim** occurs subsequent to the execution of the contract;

   b. Assumed in a contract or agreement that is an **Insured Contract**, provided that the **Claim** occurs subsequent to the execution of the contract or agreement; or

   c. That the **Named Insured** would have in the absence of the contract or agreement.

2. Solely with respect to **Emergency Response Costs**, based upon or arising out of liability of others assumed by the **Insured** under any contract or agreement.

E. **EMPLOYERS LIABILITY:**

For **Bodily Injury** sustained by any employee of the **Named Insured** while engaged in employment by the **Named Insured** or by any person whose right to assert a **Claim** against the **Named Insured** arises by reason of any employment, blood, marital, or any other relationship with the employee. This Exclusion applies:

1. Whether the **Named Insured** may be responsible as an employer or in any other capacity; or

2. To any obligation to share damages with or repay someone else who must pay damages because of **Bodily Injury**.

However, this Exclusion does not apply to liability assumed by the **Named Insured** under an **Insured Contract**.

F. **WORKERS COMPENSATION:**

Based upon or arising out of any obligation for which an **Insured** or any party may be held liable under any unemployment, Workers' Compensation, disability benefits, or other similar laws.

G. **WAR:**

Based upon or arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities, whether war be declared or not, civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.

H. **TRANSFER, STORAGE OR DISPOSAL FACILITY:**

Based upon or arising out of any waste, products or materials which have been delivered to a transfer, storage or disposal facility located beyond the boundaries of a job site where **Covered Operations** are being performed.

I. **PROFESSIONAL LIABILITY:**

Based upon or arising out of professional services rendered or failed to be rendered by the **Named Insured** or

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others for whom the **Named Insured** is legally liable, including but not limited to, recommendations, opinions or strategies rendered for architectural, consulting, design or engineering work, such as drawings, designs, maps, reports, surveys, change orders, plan specifications, assessment work, remedy selections, site maintenance, equipment selection, or related construction management, supervisory, inspection or engineering service. This Exclusion does not apply to any **Claims** alleging liability against the **Named Insured** on the basis of improper supervision or lack of supervision of any sub-contractors performing **Covered Operations**.

J. NUCLEAR LIABILITY:

Based upon or arising out of the radioactive, toxic or explosive properties of **Nuclear Material**, and for which the United States Department of Energy or any other government authority has indemnified the **Insured**, or for which the Price Anderson Act provides protection for the **Insured**.

K. PROPERTY DAMAGE:

Based upon or arising out of:

1. **Property Damage** to the **Named Insured's Products**; or

2. **Property Damage** to that particular part of real property on which the **Named Insured**, or any persons or entities acting on the **Named Insured's** behalf, are performing **Covered Operations**, including any **Property Damage** caused by materials, parts or equipment furnished in connection with such **Covered Operations**. However, this Exclusion does not apply to **Completed Operations**.

L. PROPERTY DAMAGE TO MOTOR VEHICLES:

Based upon or arising out of **Property Damage** to any **Motor Vehicle** utilized during **Transportation**. This Exclusion does not apply to **Claims** made by third-party carriers of the **Insured** for such **Property Damage** arising from the **Insured's** negligence.

M. INSURED VS. INSURED:

Brought by an **Insured** against another **Insured**. However, this Exclusion does not apply to **Claims** brought by clients of the **Named Insureds**, as included in Section **VI. DEFINITIONS**, Paragraph **K. Insured**, Subparagraph 4.

N. OWNED PROPERTY:

Based upon or arising from or in connection with any real property or facility which is, or was at any time, owned, operated or rented by the **Named Insured** or by any entity that:

1. wholly or partly owns, operates, manages, or otherwise controls the **Named Insured**; or

2. is wholly or partly owned, operated, managed or otherwise controlled by the **Named Insured**.

III. CLAIMS AND NOTICE PROVISIONS

A. INSURED'S DUTIES WHEN THERE IS A CLAIM OR EMERGENCY RESPONSE COSTS

As a condition precedent to the right of coverage provided by this Policy, the **Insured** must do the following:

1. In the event of a **Claim** or **Emergency Response Costs**, the **Insured** shall give the Company's representative(s), as identified in this paragraph, immediate notice of receipt of the **Claim** or **Emergency Response Costs** by the **Insured**.

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All **Claims** and **Emergency Response Costs** shall be reported to:

Manager, Pollution Insurance Products Dept.
Chartis Claims, Inc.
Attn.: CID
101 Hudson Street, 31st Floor
Jersey City, NJ 07302
Fax: 866-260-0104
Email: severityfnol@chartisinsurance.com

or other address(es) as substituted by the Company in writing.

2. The **Insured** shall furnish information at the request of the Company. When a **Claim** has been made, the **Insured** shall forward the following to the Company as soon as practicable after receipt, or receipt by the **Insured's** representative or agent:

   (a) All correspondence between the **Insured** and any third party claimant;

   (b) All demands, summons, notices or other processes or papers filed with a court of law, administrative agency or an investigative body;

   (c) All technical reports, laboratory data, field notes or any other documents generated by persons hired by the **Insured** to investigate the **Claim**;

   (d) All expert reports, investigations and data collected by experts retained by the **Insured** whether or not the **Insured** intends to use the material for any purpose; and

   (e) Any other information developed or discovered by the **Insured** concerning the **Claim** whether or not deemed by the **Insured** to be relevant to the **Claim**.

3. When **Emergency Response Costs** have been incurred, the **Insured** shall forward to the Company within seven (7) days of the commencement of **Pollution Conditions** for which the **Emergency Response Costs** have been incurred all information including but not limited to: the cause and location of the **Pollution Conditions**, technical reports, laboratory data, field notes, expert reports, investigations, data collected, invoices, regulatory correspondence or any other documents relating to such **Emergency Response Costs**.

4. All **Insureds** shall cooperate with the Company to the fullest extent possible by providing the assistance necessary to adjust, investigate, and defend the **Claim** or adjust and investigate **Emergency Response Costs**, and shall participate in discussions regarding cleanup or performance of a cleanup should the Company exercise its rights under Paragraph B. of this Section.

   (a) The **Insured** agrees to provide the Company free access to interview any employee, agent, representative, or independent contractor of the **Insured** and review any documents of the **Insured** concerning the **Claim** or **Emergency Response Costs**.

   (b) Upon the Company's request, the **Insured** shall attend hearings, depositions, and trials, assist in effecting settlements, securing and giving evidence, and obtaining the attendance of witnesses, and offer all reasonable assistance in the investigation and defense of **Claims** made under this Policy.

   (c) No **Insured** shall admit liability, waive, or extend any statute or period of limitation, or, except at such **Insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense except for **Emergency Response Costs**, without the Company's prior written consent.

   (d) An **Insured**, as often as the Company may reasonably require, shall separately submit to examination(s)

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under oath.

(e) The **Insured** shall refrain from discussing the facts and circumstances of any **Claim** or **Emergency Response Costs** with anyone other than legal counsel or representatives of the Company.

B. RIGHTS OF THE COMPANY

The Company shall have the right but not the duty to participate in decisions regarding **Clean-Up Costs** and to assume direct control over all aspects of the cleanup and the adjustment of any **Claim** or **Emergency Response Costs** up to the Limit of Liability. In case of the exercise of this right, the **Insured**, on demand of the Company, shall promptly reimburse the Company for any element of **Loss** falling within the **Insured's** deductible.

C. MEDIATION

If the **Named Insured** and the Company jointly agree to utilize **Mediation** as a means to resolve a **Claim** made against the **Insured**, and if such **Claim** is resolved as a direct result of the **Mediation**, the **Named Insured's** deductible obligation shall be reduced by 50% subject to a maximum reduction of $25,000. The Company shall reimburse the **Named Insured** for any such reimbursable deductible payment made prior to the **Mediation** as soon as practicable after the conclusion of the **Mediation**.

IV. LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **Claims**, claimants, **Pollution Conditions** or **Insureds** under this Policy, the following limits of liability apply:

A. LIMITS OF LIABILITY - AGGREGATE

The Company's total liability for all **Loss** shall not exceed the "Aggregate" stated in Item 3. of the Declarations.

Once the "Aggregate" Limit of Liability has been exhausted, the Company shall not defend any **Claim**, or pay **Loss**.

B. LIMITS OF LIABILITY - EACH LOSS

Solely with respect to Coverage A, and subject to Paragraph **A. LIMITS OF LIABILITY - AGGREGATE** above, the "Each Loss" Limit stated in Item 3. of the Declarations is the most the Company will pay for all **Loss** arising out of any one **Pollution Condition** or the same, related or continuous **Pollution Conditions**. Once the "Each Loss" Limit of Liability has been exhausted, the Company shall not be obligated to defend or continue to defend any **Claim**, or pay **Loss** for any **Claim**.

Solely with respect to Coverage B, and subject to Paragraph **A. LIMITS OF LIABILITY - AGGREGATE** above, the most the Company will pay for all **Loss** arising out of any one **Pollution Condition** or the same, related or continuous **Pollution Conditions** is $250,000.

C. DEDUCTIBLE - EACH LOSS

The "Each Loss" deductible stated in Item 4. of the Declarations applies to all **Loss** arising out of any one **Pollution Condition** or out of the same, related or continuous **Pollution Conditions**. The deductible shall be paid by the **Named Insured** and remain uninsured. The Limits of Liability shall apply in excess of the deductible.

The Company may advance payment of part or all of the deductible amount and, upon notification of such payment made, the **Named Insured** shall promptly reimburse the Company for the deductible amounts advanced by the Company.

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V. CONDITIONS

A. HOW OTHER INSURANCE APPLIES

Where other insurance may be available for **Loss** covered under this Policy, the **Insured** shall promptly upon request of the Company provide the Company with copies of all such policies. If other valid and collectible insurance is available to the **Insured** for **Loss** covered by this Policy, the Company's obligations are limited as follows:

1. Except as set forth in Paragraph 3. below, this insurance is primary, and the Company's obligations are not affected unless any of the other insurance is also primary. In that case, the Company will share with all such other insurance by the method described in Paragraph 2. below.

2. If all of the other insurance permits contribution by equal shares, the Company will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

3. This insurance is excess where the **Named Insured** is an insured on a pollution liability policy for **Covered Operations** performed by or on behalf of the **Named Insured** at a specific job site and the pollution liability policy applies to a specific job site. The Company will pay only its share of the amount of **Loss**, if any, that exceeds the total amount of all such other valid insurance.

B. BANKRUPTCY

Bankruptcy or insolvency of the **Insured's** estate shall not relieve the Company of any of its obligations under this Policy.

C. APPLICATION

The statements in the Application are the **Named Insured's** representations and are deemed material. This Policy is issued based upon the truth and accuracy of such representations. Upon the binding of coverage, the Application shall be attached to and become part of this Policy. This Policy embodies all agreements existing between the **Named Insured** and the Company or any of its agents relating to this Policy.

D. AUDIT

The Company may examine and audit the **Insured's** books and records at any time during the **Policy Period** and within three (3) years after the final termination of this Policy, as far as they relate to this Policy.

E. ACTION AGAINST THE COMPANY

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

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

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F. CONCEALMENT OR FRAUD

If the **Insured** reports any **Claim** or **Emergency Response Costs** knowing such **Claim** or **Emergency Response Costs** to be false or fraudulent, this Policy shall become void and all insurance coverage hereunder shall be forfeited. Further, this entire Policy shall be void if, whether before or after **Emergency Response Costs** are incurred or a **Claim** is first made, the **Named Insured** has willfully concealed or misrepresented: (i) any fact or circumstance material to the granting of coverage under this Policy, or (ii) any **Insured's** operations.

G. SERVICE OF SUIT

It is agreed that in the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the **Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Chartis Specialty Insurance Company, 175 Water Street, New York, New York 10038, or his or her representative, and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

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

H. INSPECTION

The Company shall be permitted but not obligated to inspect, sample, and monitor on a continuing basis the **Insured's** property or operations, at any time. Neither the Company's right to make inspections, sample, and monitor, nor the actual undertaking thereof nor any report thereon, shall constitute an undertaking, on behalf of the **Insured** or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule, or regulation.

I. SOLE AGENT

The **Named Insured** first listed in Item 1. of the Declarations shall act on behalf of all other **Insureds**, if any, for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, and giving and receiving notice of cancellation or non-renewal.

J. ASSIGNMENT

This Policy may be assigned with the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Assignment of interest under this Policy shall not bind the Company until its consent is endorsed onto this Policy.

K. SUBROGATION

If there is a payment made by the Company under this Policy, the Company shall be subrogated to all the **Insured's** rights of recovery against any person or organization. The **Insured** shall cooperate with the Company and do whatever is necessary to secure these rights. The **Insured** shall do nothing after a **Loss** to waive or prejudice such rights.

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Any recovery as a result of subrogation proceedings arising out of payment of **Loss** under this Policy (net of expenses incurred in making such recovery) shall accrue first to the **Insured** to the extent of any payment in excess of the limit of coverage of the Policy, then pro-rata to the **Insured** and the Company in proportion to the amount each actually paid as a result of judgment, settlement or defense of a **Claim** or **Emergency Response Costs**.

The Company agrees to waive this right of subrogation against a client of the **Insured** to the extent that the **Insured** had, prior to a **Claim** or **Emergency Response Costs**, a written agreement to waive such rights.

L. CHANGES

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

M. CANCELLATION

This Policy may be cancelled by the **Named Insured** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the **Named Insured** at the address shown in the Policy, written notice stating when not less than sixty (60) 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.

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. The Minimum Earned Premium shall be 25% as of the policy **Inception Date**. 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 stated above. If the Company cancels, earned premium shall be computed pro rata after applying the minimum earned premium stated above. 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.

N. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first **Named Insured**, this insurance applies: 1. As if each **Named Insured** were the only **Named Insured**; and 2. Separately to each **Insured** against whom a Claim is made or suit is brought. Misrepresentation, concealment, breach of a term or condition, or violation of any duty under this Policy by one **Insured** shall not prejudice the interest of coverage for another **Insured** under this Policy. Provided, however, that this Condition shall not apply to any **Insured** who is a parent, subsidiary or affiliate of the **Named Insured** that misrepresented, concealed or breached a term or condition, or violated a duty under this Policy.

O. INDEPENDENT COUNSEL

In the event the **Insured** is entitled by law to select independent counsel to oversee the Company's defense of a **Claim** at the Company's expense, the attorney fees and all other expenses the Company must pay to that counsel are limited to the rates the Company actually pays to counsel the Company retains in the ordinary course of business in the defense of similar **Claims** or suits in the community where the **Claim** arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **Claims** or suits similar to the one pending against the **Insured** and to require such counsel to have errors and omissions insurance coverage.

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With respect to any such counsel, the **Insured** agrees that counsel will timely respond to the Company's requests for information regarding the **Claim** or suit.

Furthermore, the **Insured** may at anytime, by its signed consent, freely and fully waive its right to select independent counsel.

P. CONDITIONS OF PAYMENT

It is hereby agreed that any payment under this Policy shall only be made in full compliance with all United States of America economic and trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Q. TERRITORY

This Policy only applies to:
1. **Claims**, which are made or brought, or
2. **Emergency Response Costs** incurred,

in the United States, its territories or possessions, or Canada, its provinces or territories.

However, this Policy does not apply to **Loss** resulting from **Covered Operations** that take place anywhere coverage would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

R. VOLUNTARY PAYMENTS

No **Insured** shall voluntarily enter into any settlement, or make any payment or assume any obligation unless in response to an emergency or pursuant to **Environmental Laws** that require immediate remediation of **Pollution Conditions**, without the Company's consent which shall not be unreasonably withheld, except at the **Insured's** own cost.

VI. DEFINITIONS

A. **Bodily Injury** means physical injury, or sickness, disease, mental anguish or emotional distress, sustained by any person, including death resulting therefrom.

B. **Claim** means a written demand received by an **Insured** seeking a remedy and alleging liability or responsibility on the part of the **Named Insured** for **Bodily Injury**, **Property Damage** or **Environmental Damage**.

C. **Claim Expenses** means:

1. Fees charged by any lawyer designated by the Company; and

2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, if authorized by the Company.

Claim Expenses shall not include:

1. The salaries of any employee of the Company; and

2. Costs, charges or other expenses incurred by the **Insured** for goods supplied or services performed by or on behalf of the staff or salaried employees of the **Insured**, or its parent, subsidiary or affiliate, unless such costs, charges or other expenses are incurred with the prior written approval of the Company at its sole discretion.

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D. **Clean-Up Costs** means reasonable and necessary expenses incurred in the investigation, removal, remediation including the associated monitoring, or disposal of soil, surfacewater, groundwater or other contamination:

1. To the extent required by **Environmental Laws**, or specifically mandated by court order, the government or any political subdivision of the United States of America or any state or any municipality thereof, or Canada or any province thereof; or

2. Which have been actually incurred by the government or any political subdivision of the United States of America or any state thereof, or Canada or any province thereof, or by third parties.

Clean - Up Costs also include **Restoration Costs**.

E. **Completed Operations** means work from **Covered Operations** that has been completed, including materials, parts or equipment furnished in connection with such work or operations.

Covered Operations will be deemed completed at the earliest of the following times:

1. When all of the work called for in the **Insured's** contract has been completed;
2. When all of the work to be done at the job site has been completed if the **Insured's** contract calls for work at more than one job site; or
3. 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 sub-contractor 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.

F. **Covered Operations** means those activities performed for a third party for a fee by or on behalf of the **Named Insured** at a job site. **Covered Operations** includes **Completed Operations** and **Transportation**.

G. **Emergency Response Costs** means reasonable and necessary expenses, including legal expenses incurred with the Company's written consent which consent shall not be unreasonably withheld or delayed, incurred in the remediation of soil, surfacewater, groundwater or other contamination that must be incurred:

i. in response to **Pollution Conditions** that necessitate immediate action; and

ii. within thirty-six (36) hours of the commencement of such **Pollution Condition(s)**; or as approved by the Company in writing.

H. **Environmental Damage** means physical damage to soil, surfacewater or groundwater, or plant or animal life, caused by **Pollution Conditions** and giving rise to **Clean-Up Costs**. **Environmental Damage** does not include **Property Damage**.

I. **Environmental Laws** means any federal, state, provincial or local laws (including, but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives) that are applicable to **Pollution Conditions**.

J. **Inception Date** means the first date set forth in Item 2. of the Declarations.

K. **Insured** means:

1. The **Named Insured**;

2. Any person who is or was a director, officer, partner, member or employee or shareholder of the **Named Insured** while acting within the scope of his or her duties as such;

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3. Joint ventures in which the **Named Insured** is named as a co-venturer but only with respect to the liability arising out of the **Named Insured's Covered Operations**;

4. The client for whom the **Named Insured** performs or performed **Covered Operations**, provided that a written contract or agreement is in effect between the **Named Insured** and the client. However, such clients are covered under this Policy solely with respect to **Loss** arising from **Covered Operations** and are not covered for any **Loss** arising from the client's own liability. Clients of the **Named Insured** are covered under this Policy only for Limits of Liability up to and not exceeding the amount required by the written contract with the **Named Insured** and subject to the Limits of Liability of this Policy; and

5. A Limited Liability Company in which the **Named Insured** is a member and all members but only with respect to the liability arising out of the **Named Insured's Covered Operations**.

L. **Insured Contract** means:

1. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

2. That part of any other contract or agreement pertaining to the **Named Insured's Covered Operations** (including an indemnification of a municipality in connection with work performed for a municipality) whereby the **Named Insured** assumes the tort liability of another party to pay for **Bodily Injury**, **Property Damage** or **Environmental 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.

M. **Loss** means:

1. With respect to **Claims** for **Bodily Injury** or **Property Damage**:
   a. Monetary awards or settlements of compensatory damages;
   b. where allowable by law, punitive, exemplary, or multiple damages; and
   c. civil fines, penalties, or assessments;

2. **Clean-Up Costs** arising from **Environmental Damage**;

3. **Emergency Response Costs**; or

4. **Claim Expenses**.

N. **Mediation** means non-binding intervention by a neutral third party.

O. **Microbial Matter** means fungi, mold or mildew, whether or not such **Microbial Matter** is living.

P. **Motor Vehicle** means an automobile, van, truck, trailer or semi-trailer designed and registered to travel on public roads.

Q. **Named Insured** means the person or entity designated as such in Item 1. of the Declarations.

R. **Named Insured's Product** means goods, products, or pieces of equipment, including component parts thereof and including other products in which such goods, products or pieces of equipment are incorporated, which are manufactured, sold, furnished, or supplied by the **Named Insured**, any subsidiary of the **Named Insured**, any entity which wholly or partly owns, operates or manages the **Named Insured** or any subsidiary of such entity, or any person under license from the **Named Insured**.

S. **Natural Resource Damage** means physical injury to or destruction of, including the resulting loss of value of, land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the

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resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any state or local government, any foreign government, any Indian tribe, or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.

T. **Nuclear Material** means Source Material, Special Nuclear Material or By-Product Material as defined in the Atomic Energy Act.

U. **Policy Period** means the period set forth in Item 2. of the Declarations, or any shorter period arising as a result of cancellation of this Policy.

V. **Pollution Conditions** means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, 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, provided such conditions are not naturally present in the environment in the concentration or amounts discovered, unless such natural condition(s) are released or dispersed as a result of the performance of **Covered Operations**, and such release or dispersal is unexpected and unintended from the standpoint of the **Insured**. **Pollution Conditions** shall not include **Microbial Matter**.

W. **Property Damage** means:

1. Physical injury to or destruction of tangible property of parties other than the **Insured** including the resulting loss of use and diminution in value thereof;

2. Loss of use, but not diminution in value, of tangible property of parties other than the **Insured** that has not been physically injured or destroyed; or

3. **Natural Resource Damage**.

Property Damage does not include **Environmental Damage**.

X. **Responsible Insured** means the manager or supervisor of the **Named Insured** responsible for environmental affairs, control or compliance, or any manager, member, officer, director or partner of the **Named Insured**.

Y. **Restoration Costs** means reasonable and necessary costs incurred by the **Insured** with the Company's written consent, which consent shall not be unreasonably withheld or delayed, to repair, replace or restore real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **Clean - Up Costs** arising from **Environmental Damage**. **Restoration Costs** do not include costs associated with improvements or betterments.

Z. **Transportation** means the movement of cargo, beyond the boundaries of a job site, by a **Motor Vehicle** or watercraft while in due course of transit from the time of movement from its point of origin until its delivery to its final destination, including loading or unloading onto or from the **Motor Vehicle** or watercraft. **Transportation** does not include cargo off-loaded from the **Motor Vehicle** or watercraft, or cargo in or on a **Motor Vehicle** or watercraft at rest for a period longer than seventy-two (72) hours prior to reaching its final destination.

The remainder of this page has been intentionally left blank. Policy Signature Page shall immediately follow.

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POLICY SIGNATURE PAGE

This Policy Signature Page,

forms a part of Policy No: CPO 2440255

IN WITNESS WHEREOF, the Insurer has caused this policy to be signed by its President, Secretary and Authorized Representative.

Secretary
Chartis Specialty Insurance Company

President
Chartis Specialty Insurance Company

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the Policy.

Authorized Representative

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