EXHIBIT 12

UQA0089

4/1/83 – 4/1/84
In consideration of the Insured named in the Schedule hereto having paid the premium stated in the said Schedule to the Insurers named herein who have hereunto subscribed their Names ("the Insurers")

The Insurers hereby severally agree each for the proportion set against its own name to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein. Provided that the aggregate liability of the Insurers shall not exceed the Sum Insured or other limits as are set forth in the Schedule.

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

In witness whereof the Policy Signing Manager of THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC") has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies.

Signed: ____________________________ Policy Department
Policy Signing Manager Seal

Date as in the Schedule.
## SCHEDULE

<table>
<thead>
<tr>
<th>Policy No.</th>
<th>UQA0089</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name and Address of the Insured:</strong></td>
<td>I.C. Industries Inc. and Others as set forth in the Warranty Policy, One Illinois Center, 111 East Wacker Drive, Chicago, Illinois 60601.</td>
</tr>
<tr>
<td><strong>Premium</strong></td>
<td>U.S.$60,000.00</td>
</tr>
<tr>
<td><strong>Period of Insurance</strong></td>
<td>From 1st April, 1983 to 1st April, 1984 both days at 12.01 a.m. Local Standard Time and for such further period or periods as may be mutually agreed upon.</td>
</tr>
</tbody>
</table>

**Risk and Sum Insured hereunder:**

**Excess Broad Form Liability Insurance.**

**Limits:**
- U.S.$50,000,000 any one occurrence
- U.S.$50,000,000 in the aggregate annually where applicable

Only to pay the excess of:
- U.S.$50,000,000 any one occurrence
- U.S.$50,000,000 in the aggregate annually where applicable.

HERETO: 31.9200% part of 100% of 40% of the Limits and Premium herein.

Dated in London 20th September, 1984  

JG/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/UQA0089 issued by Walbrook Insurance Company Limited and Coinsuring Companies covering the identical subject matter and risk.
POLICY NO. UQA0089

Percentages signed hereunder are percentages of 40% of the Limits

<table>
<thead>
<tr>
<th>Proportion</th>
<th>Company</th>
<th>Company Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.7600%</td>
<td>33.34% (12.5% SOVEREIGN MARINE &amp; GENERAL INSURANCE COMPANY LIMITED. (37.5% TOKIO MARINE &amp; FIRE INSURANCE COMPANY (UK) LIMITED. (25.0% TAISHO MARINE &amp; FIRE INSURANCE COMPANY (UK) LIMITED. (15.0% ALLIANZ INTERNATIONAL INSURANCE COMPANY LIMITED. (10.0% STOREBRAND INSURANCE COMPANY (UK) LIMITED.</td>
<td>S0057 S620983</td>
</tr>
<tr>
<td>33.33%</td>
<td>SOVEREIGN MARINE &amp; GENERAL INSURANCE COMPANY LIMITED (C ACCOUNT)</td>
<td></td>
</tr>
<tr>
<td>33.33%</td>
<td>SOVEREIGN MARINE &amp; GENERAL INSURANCE COMPANY LIMITED (D ACCOUNT)</td>
<td></td>
</tr>
<tr>
<td>12.7600%</td>
<td>PER WILLIS FABER (UNDERWRITING MANAGEMENT) LIMITED</td>
<td></td>
</tr>
<tr>
<td>3.1900%</td>
<td>HEDDINGTON INSURANCE (UK) LIMITED</td>
<td>H0119 S620983</td>
</tr>
<tr>
<td>6.3900%</td>
<td>STRONGHOLD INSURANCE COMPANY LIMITED</td>
<td>S0404 230307N</td>
</tr>
<tr>
<td>6.3900%</td>
<td>BRITISH NATIONAL INSURANCE COMPANY LTD</td>
<td>B3002 02575708839N</td>
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<tr>
<td>3.1900%</td>
<td>COMPAGNIE D’ASSURANCES MARITIMES AERIENNES ET TERRESTRES PER CAMOMILE UNDERWRITING AGENCIES LIMITED</td>
<td>C8018 F2261DA3509</td>
</tr>
</tbody>
</table>
U.S.A.

4% TAX CLAUSE

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.
PSAC
Policy

551/UA00089
In consideration of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

The Insurers hereby severally agree each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

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

In witness whereof I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed for and on behalf of:

\[
\begin{align*}
66-2/3\% & \text{ The Bermuda Fire & Marine Insurance Co. Ltd.} \\
33-1/3\% & \text{ Brittany Insurance Co. Ltd.} \\
\end{align*}
\]

\text{BERMUDA LONDON UNDERWRITING AGENCY LTD.}

Signed \[
\begin{align*}
A. \text{Drude} & \text{27/11/84} \\
\end{align*}
\]

Combined Pol. (S.F.B.)
SCHEDULE

Policy No. 551 : UQA0089

Name and Address of the Insured/Assured : I.C. Industries Inc. and Others as set forth in the Warranty Policy, One Illinois Center, 311 East Wacker Drive, Chicago, Illinois 60601.

Premium : U.S.$60,000.00

Period of Insurance : From 1st April, 1983 to 1st April, 1984
    both days at 12.01 a.m. Local Standard Time
    and for such further period or periods as may be mutually agreed upon.

Risk and Sum Insured hereunder:

Excess Broad Form Liability Insurance.

Limits:
U.S.$50,000,000 any one occurrence
U.S.$50,000,000 in the aggregate annually where applicable

Only to pay the excess of:
U.S.$50,000,000 any one occurrence
U.S.$50,000,000 in the aggregate annually where applicable.

HERETO: .3900% part of 100% of 40% of the Limits and Premium herein.

JG/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/UQA0089 issued by Walbrook Insurance Company Limited and Coinsuring Companies covering the identical subject matter and risk.
U.S.A.

4% TAX CLAUSE

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.
<table>
<thead>
<tr>
<th>Proportion</th>
<th>Company</th>
<th>Company Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.3900%</td>
<td>66 2/3% THE BERMUDA FIRE &amp; MARINE INSURANCE COMPANY LIMITED</td>
<td></td>
</tr>
<tr>
<td></td>
<td>33 1/3% BRITTANY INSURANCE COMPANY LIMITED</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Per BERMUDA LONDON UNDERWRITING AGENCY LIMITED</td>
<td>83CAS3151G</td>
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<tr>
<td></td>
<td>Per BERMUDA LONDON UNDERWRITING AGENCY LIMITED</td>
<td></td>
</tr>
<tr>
<td>6.3900%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Companies
Combined
Policy

551/UQA0089

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

In all communications the Policy Number appearing in line one of the Schedule should be quoted.
In consideration of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

The Insurers hereby severally agree each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

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

In witness whereof I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

THIS SEVENTEENTH DAY OF OCTOBER
NINETEEN HUNDRED AND EIGHTY FOUR

LEXINGTON INSURANCE COMPANY

Signed

Combined Pol. (S.F.B.)
<table>
<thead>
<tr>
<th>Policy No.</th>
<th>UQA0089</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and Address of the Insured/Surety</td>
<td>I.C. Industries Inc. and Others as set forth in the Warranty Policy, One Illinois Center, 311 East Wacker Drive, Chicago, Illinois 60601.</td>
</tr>
<tr>
<td>Premium</td>
<td>U.S.$60,000.00</td>
</tr>
<tr>
<td>Period of Insurance</td>
<td>From 1st April, 1993 to 1st April, 1984</td>
</tr>
<tr>
<td></td>
<td>both days at 12.01 a.m. Local Standard Time</td>
</tr>
<tr>
<td></td>
<td>and for such further period or periods as may be mutually agreed upon.</td>
</tr>
</tbody>
</table>

Risk and Sum Insured hereunder:

Excess Broad Form Liability Insurance.

Limits:
- U.S.$50,000,000 any one occurrence
- U.S.$50,000,000 in the aggregate annually where applicable

Only to pay the excess of:
- U.S.$50,000,000 any one occurrence
- U.S.$50,000,000 in the aggregate annually where applicable.

HERETO: 10.6400% part of 100% of 40% of the Limits and Premium herein.

JG/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. UQA0089 issued by Walbrook Insurance Company Limited and Coinsuring Companies covering the identical subject matter and risk.
It is understood and agreed that this insurance (or reinsurance) differs from the policy which it follows in the following respects:

SERVICE OF SUIT

It is agreed that in the event of the failure of the Insurers (or Reinsurers) to pay any amount claimed to be due hereunder, the Insurers (or Reinsurers), at the request of the Insured (or Reinsured) will submit to the jurisdiction of any Court of Competent jurisdiction within the United States and will comply with all the requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Insurers (or Reinsurers), hereby designate the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in any court of competent jurisdiction by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate The Claims Manager, Lexington Insurance Company, 100 Summer Street, Boston, Massachusetts 02110, or his representative as the person to whom said officer is authorized to mail such process or a true copy thereof.
<table>
<thead>
<tr>
<th>Proportion</th>
<th>Company</th>
<th>Company Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.6400%</td>
<td>LEXINGTON INSURANCE COMPANY</td>
<td>3365670674-3</td>
</tr>
</tbody>
</table>
Companies
Combined
Policy

551/UQA0089

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

In all communications the Policy Number appearing in line one of the Schedule should be quoted.
In consideration of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

The Insurers hereby severally agree, each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

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

In witness whereof I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed: 11/12/94

Collective Pol. (S.F.B.)
Policy No. 551 : UQA0089

Name and Address of the Insured/Assured: I.C. Industries Inc. and Others as set forth in the Underlying Umbrella Policy/ies, One Illinois Center, 111 East Wacker Drive, Chicago, Illinois 60601.

Premium: U.S.$60,000.00

Period of Insurance:
From 1st April, 1983 to 1st April, 1984 both days at 12.01 a.m. Local Standard Time and for such further period or periods as may be mutually agreed upon.

Risk and Sum Insured hereunder:

As per wording attached hereto which shall be taken and read as forming an integral part hereof.

Wherever in the attached wording and clauses the words "Underwriters", "Assured" and "Assured's" appear the words "Insurers", "Insured" and "Insured's" shall be substituted therefor and read in lieu thereof.

HERETO: 22.3500% part of 100% of 40% of the Limits and Premium herein.

DATED in LONDON 19th September, 1984

JG/pw
EXCESS UMBRELLA POLICY

INSURING AGREEMENTS:

I

COVERAGE -

The Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability caused by or arising out of the hazards covered by and as more fully defined in the Underlying Umbrella Policy/ies stated in Item 2 of the Declarations.

II

LIMIT OF LIABILITY -

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers (as specified in Item 2 of the Declarations) have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

$ (as stated in Item 3 of the Declarations) ultimate net loss in respect of each occurrence, but

$ (as stated in Item 4 of the Declarations) in the aggregate for each annual period during the currency of this Policy, separately in respect of each hazard insured with an aggregate limit in the Underlying Umbrella Policy/ies

and the Underwriters shall then be liable to pay only the excess thereof up to a further

$ (as stated in Item 5 of the Declarations) ultimate net loss in all in respect of each occurrence - subject to a limit of

$ (as stated in Item 6 of the Declarations) in the aggregate for each annual period during the currency of this Policy, separately in respect of each hazard insured with an aggregate limit in the Underlying Umbrella Policy/ies.

CONDITIONS:

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 3 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.
2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policy/ies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder. Provided always that this Policy shall not apply until the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss in accordance with the Insuring Agreement II. Should, however, any alteration be made in the premium for the Underlying Umbrella Policy/ies during the currency of this Policy, Underwriters reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Umbrella Policy/ies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy, or by the operation of a clause contained in said Underlying Umbrella Policy/ies similar to Condition 1 above.

3. ASSISTANCE AND CO-OPERATION

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

4. CANCELLATION

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by mailing written notice to the other party stating when, not less than ninety (90) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by Underwriters or their representatives shall be equivalent to mailing.

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

5. OTHER INSURANCE

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

Whenever the Assured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date would appear to give rise to claims hereunder, shall not prejudice such claims.

7. SERVICE OF SUIT CLAUSE -

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

It is further agreed that service of process in such suit may be made as stated in Item 9 of the Declarations, and that in any suit instituted against any one of them upon this Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 9 of the Declarations are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

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

ITEM 1. a) NAMED ASSURED: I.C. Industries Inc. and Others as set forth in the Underlying Umbrella Policy/ies.

b) ADDRESS OF NAMED ASSURED:
One Illinois Center,
111 East Wacker Drive,
Chicago, Illinois 60601.

ITEM 2. a) UNDERLYING UMBRELLA POLICY NO(S): BE 1338972
UQA0087/8

b) UNDERLYING UMBRELLA INSURER(S):
National Union Fire Insurance Company
of Pittsburgh, PA and various other Insurance Companies and certain Underwriters at Lloyd's, London.

ITEM 3. UNDERLYING UMBRELLA LIMITS
(Insuring Agreement II):
$50,000,000

ITEM 4. UNDERLYING UMBRELLA AGGREGATE LIMITS (Insuring Agreement II):
$50,000,000

ITEM 5. LIMIT OF LIABILITY
(Insuring Agreement II):
$50,000,000

ITEM 6. AGGREGATE LIMIT OF LIABILITY
(Insuring Agreement II):
$50,000,000

ITEM 7. POLICY PERIOD: 1st April, 1993 to 1st April, 1994 both days at 12.01 a.m. Local Standard Time.

ITEM 8. NOTICE OF OCCURRENCE (Condition 6) to:
Rollins, Burdick, Hunter & Co.,
10 South Riverside Plaza,
Chicago, Illinois 60606.

ITEM 9. SERVICE OF PROCESS (Condition 7) upon:
Thomas L. Stevens,
115 South La Salle Street,
Chicago, Illinois.
U.S.A.

NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:
- Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability), not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

This policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
   (a) with respect to which an Insured under the policy is also an Insured under a Nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Undertakings or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
   (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material:
   (a) the nuclear material is on any nuclear facility owned by, or operated by or on behalf of, an Insured under this policy, or has been discharged or dispersed thereof;
   (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured or
   (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insurer of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property as such nuclear facility.

IV. As used in this endorsement:
   "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material" and "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means
   (a) any nuclear reactor;
   (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
   (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 250 grams of Plutonium or uranium 233 or any combination thereof, or more than 250 grams of Plutonium 239;
   (d) any structure, basement, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such use and all premises; "nuclear reactor" means any apparatus designed or used to maintain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissile material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all claims arising from radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is supplementary to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

NOTE: As respects policies which afford liability coverage and other forms of coverage in addition, the word "understood" shall be deemed to designate the liability coverage to which this clause is to apply.

17/3/64

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT

For attachment in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/64
# NEW SHORT RATE CANCELLATION TABLE ENDORSEMENT

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this insurance is written, it is agreed that in the event of cancellation thereof by the Assured the earned premium shall be computed as follows:

## SHORT RATE CANCELLATION TABLE

### A. For Insurances written for one year:

<table>
<thead>
<tr>
<th>Days Insurance in force</th>
<th>Days Insurance in force</th>
<th>Per cent. of One Year Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
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<td>176 = 178</td>
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<td>9</td>
<td>10</td>
<td>179 = 182 (6 months)</td>
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<td>183 = 187</td>
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<td>12</td>
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<td>192 = 196</td>
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<td>13</td>
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<td>196 = 200 (7 months)</td>
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<td>242 = 246 (9 months)</td>
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<td>270 = 273 (10 months)</td>
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<td>31</td>
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<td>32</td>
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<td>283 = 287 (11 months)</td>
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<td>311 = 314 (13 months)</td>
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<td>324 = 328 (14 months)</td>
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<td>43</td>
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<td>333 = 337 (15 months)</td>
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<td>352 = 355 (16 months)</td>
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<td>356 = 360</td>
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<tr>
<td>49</td>
<td>50</td>
<td>361 = 363 (17 months)</td>
</tr>
</tbody>
</table>

### B. For Insurances written for more or less than one year:

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.

2. If insurance has been in force for more than 12 months:
   a. Determine full annual premium as for an insurance written for a term of one year.
   b. Deduct such premium from the full insurance premium. and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
   c. Add premium produced in accordance with items (a) and (b) to obtain earned premium during full period insurance has been in force.
ILLINOIS

CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary, this Insurance may be cancelled by the Assured at any time by written notice or by surrender of this contract of insurance.

This Insurance may also be cancelled by or on behalf of the Underwriters by mailing notice of cancellation to the Named Assured, at the last mailing address known by Underwriters. The Resident Agent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form, and a copy of such notice shall be sent to the agent of record and/or the Assured's broker. Where cancellation is for non-payment of premium, at least 10 days notice of cancellation shall be given. Otherwise notice of cancellation must be mailed at least 15 days prior to the effective date of cancellation during the first 180 days of coverage or at least 30 days prior to the effective date of cancellation if coverage has been in effect for more than 180 days.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law. If the Insurance to which this is attached provides for a greater number of days notice than is provided herein, said greater number of days shall apply in event of cancellation.

Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

In the event of cancellation the earned premium shall be calculated as stated in the Insurance to which this is attached. If, the said Insurance does not provide for calculation of the earned premium, the following shall apply:

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters, the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

1941
4% TAX CLAUSE

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.
ATTACHING TO AND FORMING PART OF POLICY NO. 551/UQA0089

ADDENDUM NO. 1

It is hereby understood and agreed that this Policy is extended to include Workers Compensation Act Liability and Federal Longshoremen's and Harbor Workers' Act Liability in respect of the State of Ohio as more fully defined in the Underlying Umbrella Policy/ies as referred to in the wording of this Policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
ATTACHING TO AND FORMING PART OF POLICY NO. 551/ UQA0039

ADDENDUM NO. 2

It is hereby understood and agreed this Policy is extended to include Employee Benefit Liability as more fully described in the Underlying Umbrella Policy/ies as referred to in the wording of this Policy.

It is further understood and agreed that the above extension in coverage shall not apply to any loss or claim based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
ATTACHING TO AND FORMING PART OF POLICY NO. 551/UQA0089

ADDENDUM NO. 3

Where costs are not included in the "Ultimate Net Loss" or any similar definition contained in the Underlying Umbrella Policy/ies, the following shall be deemed to be additional Conditions to this wording:

INCURRING OF COSTS

In the event of claim or claims arising which appear likely to exceed the Underlying Umbrella Limits, no costs shall be incurred by the Assured without the written consent of the Underwriters.

APPORTIONMENT OF COSTS

Costs incurred by or on behalf of the Assured with the written consent of the Underwriters and for which the Assured is not covered by the Underlying Umbrella Policy/ies shall be apportioned as follows:

(i) Should any claim or claims become adjustable prior to the commencement of trial for not more than the Underlying Umbrella Limits, then no costs shall be payable by the Underwriters.

(ii) Should, however, the amount for which the said claim or claims may be so adjustable exceed the Underlying Umbrella Limits, then the Underwriters, if they consent to the proceedings continuing, shall contribute to the costs incurred by or on behalf of the Assured in the ratio that their proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss.

(iii) In the event that the Assured elects not to appeal a judgment in excess of the Underlying Umbrella Limits, the Underwriters may elect to conduct such appeal at their own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Underwriters exceed their limit of liability as provided for in the wording, plus the expenses of such appeal.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
Attaching to and forming part of Policy Number 551/UQA 0089

ADDENDUM NO. 4

It is understood and agreed that this policy shall not apply to Personal Injury or Property Damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into, or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is both sudden and accidental.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
Attaching to and forming part of Policy No. 551/UQA0089

ADDENDUM NO. 5

PROFESSIONAL LIABILITY

THIS EXTENSION OF COVERAGE IS ON A CLAIMS MADE BASIS

This Policy, subject to the terms and conditions hereof, is extended to include liability in respect of any claim or claims which are first made against the Assured during the period of this Policy and arising out of any negligent act, error or omission of the Assured in the rendering or failing to render professional services for others in the Assured's capacity as real estate agent, broker or real estate appraiser or notary public, as more fully described in the underlying Umbrella Policy No. BE1338972 issued to the Assured by National Union Fire Insurance Company of Pittsburgh PA and UQA0087/8 issued to the Assured by various Insurance Companies and certain Underwriters at LLOYD'S, LONDON.

This Addendum No. 5 is subject otherwise to the terms and conditions of the Policy of which it forms part and nothing contained herein shall operate to increase Underwriters' limit of liability of $50,000,000 in respect of any one occurrence.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
**POLICY NO. UQA0089**

Percentages signed hereunder are percentages of 40% of the Limits

<table>
<thead>
<tr>
<th>Proportion</th>
<th>Company</th>
<th>Company Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.980%</td>
<td>35.9396% WALBROOK INSURANCE COMPANY LIMITED</td>
<td></td>
</tr>
<tr>
<td></td>
<td>15.6227% EL PASO INSURANCE COMPANY LIMITED</td>
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<tr>
<td></td>
<td>27.3507% DART AND KRAFT INSURANCE COMPANY LIMITED</td>
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<td></td>
<td>11.7134% LOUISVILLE INSURANCE COMPANY LIMITED</td>
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<td></td>
<td>9.3736% LUDGATE INSURANCE COMPANY LIMITED</td>
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<tr>
<td></td>
<td>PER H.S. WEAVERS (UNDERWRITING) AGENCIES LIMITED</td>
<td>83L03G42790</td>
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<tr>
<td>4.980%</td>
<td>27.6050% BERMUDA FIRE &amp; MARINE INSURANCE COMPANY LIMITED</td>
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<td></td>
<td>34.4662% &quot;WINTERTHUR&quot; SWISS INSURANCE COMPANY</td>
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<td>31.0356% MUTUAL REINSURANCE COMPANY LIMITED</td>
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<tr>
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<td>6.8932% COMPAGNIE EUROPEENNE D'ASSURANCES INDUSTRIELLES S.A.</td>
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<td></td>
<td>PER H.S. WEAVERS (UNDERWRITING) AGENCIES LIMITED</td>
<td>83L03G42790</td>
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<tr>
<td>6.3900%</td>
<td>ST. KATHERINE INSURANCE COMPANY PLC.</td>
<td>B3101254</td>
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<td>22.3500%</td>
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</table>
Companies Collective Policy

551/UQA00089

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

In all communications the Policy Number appearing in line one of the Schedule should be quoted.
Name of Assured
I C Industries Inc. Etal as Underlying
One Illinois Center
111 East Wacker Dr.
Chicago, IL 60601

In the event of claim under this cover note, please notify.

ROLLINS BURDICK HUNTER

ROLLINS BURDICK HUNTER OF ILLINOIS, INC.
10 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606
TELEPHONE (312) 454-1400

Insurers Representative

This insurance effected with
Insurance Company(s) as noted herein.

IMPORTANT THIS COVER NOTE CANNOT BE CANCELED FLAT ERNED PREMIUM MUST BE PAID FOR THE TIME INSURANCE HAS BEEN IN FORCE. THE ASSURED IS REQUESTED TO READ THIS COVER NOTE, AND IF INCORRECT, RETURN IT IMMEDIATELY FOR ALTERATION.

IRI 1897
Z 5897
**Name of Assured**

I C Industries Inc. Etal as Underlying  
One Illinois Center  
111 East Wacker Dr.  
Chicago, IL 60601

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of Assured</td>
</tr>
<tr>
<td>2</td>
<td>Effective Date: April 1, 1983; To: April 1, 1984</td>
</tr>
<tr>
<td>3</td>
<td>Acting upon your instruction, we have effected the insurance with: Certain British Insurance Companies 71.3000% part of 100% of 40%</td>
</tr>
</tbody>
</table>
| 4 | Amount: See Attached Sheet  
Coverage: See Attached Sheet  
Rate: $17,112.00  
Premium: See Attached Sheet |
| 5 | Special Conditions: See Attached Sheet  
It is understood and agreed that when the participation as shown above is less than 100% this insurance shall run concurrently with and be subject to the same gross rate, terms, conditions and endorsements as more particularly set forth in and/or as may from time to time be added to Cover Note No. 1567 issued by Lloyd's Underwriters on the same subject matter and risk. |

This insurance is made and accepted subject to all the provisions set forth herein or endorsed hereon or appearing on the jacket hereof, all of which are incorporated herein, and any provisions appearing in forms attached hereto end made a part hereof which alter the provisions herein shall supersede such provisions as they are inconsistent herewith.

**Rollins Burdick Hunter of Illinois, Inc.**

**D.A. Wilson**

**IRI 1899**
COVER NOTE PROVISIONS

1. If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this cover note shall become void, and all claims thereunder shall be forfeited.

2. This cover note may be cancelled on the customary short notice basis by the Assured at any time by written notice or by the surrender of this cover note to the said Insurer’s Representative. This cover note may also be cancelled, with or without the return or tender of the unearned premium, by the Insurer’s Representative, in their behalf, by delivering to the Assured, or by sending to the Assured by mail, registered or unregistered, at the Assured’s address as shown herein, not less than five days’ written notice, stating when the cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by the Insurers hereof of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

3. Service of Suit Clause—It is agreed that in the event of the failure of the Insurers to pay any amount claimed to be due hereunder, the Insurers, at the request of the Assured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

   It is further agreed that service of process in such suit may be made upon
   Lord, Bissell & Brook, 119 South La Salle Street, Chicago, Illinois 60603, or Mendes & Mount, 3 Park Avenue, New York, New York 10016 or
   their nominees, and
   that in any suit instituted against any of them upon this contract, the Insurers will abide by the final decision of such Court or of any Appellate Court in the
   event of an appeal.

   The above-named are authorized and directed to accept service of process on behalf of the Insurers in any such suit and/or upon the request of
   the Insured (or reinsured) to give a written undertaking to the Insured (or reinsured) that they will enter a general appearance upon the Insurer’s behalf
   in the event such a suit shall be instituted.

   Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Insurers hereby designate
   the Superintendent, Commissioner or Director of Insurance or other office specified for that purpose in the statute, or his successor or successor
   in office, as their true and lawful attorney upon whom any lawful process in any action, suit or proceeding instituted by or on behalf of the
   Insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurances), and hereby designate the above-named
   as the person to whom the said officer is authorized to serve such process or a true copy thereof.

4. It is expressly understood and agreed by the Assured by accepting this instrument that the said Insurer’s Representative, is not an Assurer hereunder and
   that the said Insurer’s Representative, neither is nor shall be in any way or to any extent liable for any loss or claim whatever, but that the Insurers hereunder
   are those as shown elsewhere in this cover note.

5. The Assured shall immediately report to the said Insurer’s Representative, an occurrence likely to result in a claim under this cover note, and shall
   also file with the said Insurer’s Representative, detailed sworn proof of interest and loss within sixty days from the date of loss. Failure by the Assured to
   report the said loss or damage or to file such written proof of loss as above provided, shall invalidate any claim under this cover note.

6. All adjusted claims shall be paid or made good to the Assured within thirty days after presentation and acceptance of satisfactory proofs of interest
   and loss at the office of the said Insurer’s Representative.

7. Loss, if any, to be payable in Chicago, Illinois, in United States Currency.

8. This cover note does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign
   enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or
   requisition or destruction of or damage to property by or under the order of any government or public or local authority.

9. TAX CLAUSE—It is hereby agreed that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% (1% personal accident or
   reinsurance) of the premium payable hereon to the extent such premium is subject to Federal Excise Tax. It is understood and agreed that in the event
   of any return of premium becoming due hereunder the Insurers will deduct 4% (1% personal accident or reinsurance) from the amount of the return and
   the Assured or his agent shall take steps to recover the Tax from the U.S. Government.

10. This insurance is made and accepted subject to all the provisions, conditions and warranties set forth herein or endorsed hereon or appearing on the reverse
    side hereof, all of which are to be considered incorporated herein.

11. Any provision or conditions appearing in any form attached hereto and made a part hereof, which conflict with or alter the cover note provisions stated
    above, shall supersede the provisions appearing in this cover note, insofar as the latter are inconsistent with the provisions appearing in such attached form.

12. This cover note shall not be assigned either in whole or in part, without the written consent of the said Insurer’s Representative, endorsed hereon.

13. This cover note shall not be valid unless signed by the said Insurer’s Representative.
COVERAGE: Excess Broad Form Liability Insurance

FORM: J(s) plus Short Excess Wording as Underlying, including: Workers' Compensation Act, Federal Longshoremen's and Harbor Workers' Act, Real Estate Agents Errors and Omissions Liability and Employee Benefits Liability but excluding claims resulting from Employee Retirement Income Security Act (1974), following Underlying.

INTEREST: Covering in respect of the Assured's operations

SUM INSURED: $50,000,000 any one occurrence
$50,000,000 annual aggregate wherein the Underlying Only To Pay The Excess Of:
$50,000,000 any one occurrence
$50,000,000 annual aggregate where applicable

SITUATION: Worldwide

CONDITIONS: 90 days Cancellation Clause
N.M.A. 1256
N.M.A. 1477
Seepage and Pollution Clause as Underlying
### Short Rate Cancellation Table

For Term of One Year

<table>
<thead>
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<th>Days Policy in Force</th>
<th>% Per Cent of One Year Premium</th>
<th>Days Policy in Force</th>
<th>% Per Cent of One Year Premium</th>
</tr>
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Rules applicable to policies with terms less than or greater than 12 months:

A. If policy has been in force for 12 months or less, apply the standard short rate table for annual policies to the full annual premium determined as for a policy written for a term of one year.

B. If policy has been in force for more than 12 months:

1. Determine full annual premium as for a policy written for a term of one year.
2. Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in force to the length of time beyond one year for which the policy was originally written.
3. Add premium produced in accordance with items [1] and [2] to obtain earned premium during full period policy has been in force.