

**BEFORE THE COURT-APPOINTED REFEREE
IN RE THE HOME INSURANCE COMPANY IN LIQUIDATION
DISPUTED CLAIMS DOCKET**

In Re Liquidator Number: 2008-HICIL-35
Proof of Claim Number: EMTL 705271-01
Claimant Name: VIAD CORP
Claimant Number:
Policy or Contract Number: HEC 9557416
HEC 9304783
HEC 4344748
Insured or Reinsured Name: VIAD (predecessor The Greyhound
Corporation/ Transportation Leasing
Company)
Date of loss:

AFFIDAVIT OF DEBORAH J. DEPAOLI

**STATE OF ARIZONA
COUNTY OF MARICOPA**

BEFORE ME, the undersigned authority, personally appeared DEBORAH J. DEPAOLI, who, after being duly sworn deposes and states as follows:

1. My name is Deborah J. DePaoli. I am over the age of 18, I have personal knowledge of each of the facts stated in this affidavit, and am competent to testify to them. I am authorized to make this affidavit.
2. To the extent that this Affidavit contains my opinions, such opinions are set forth within a reasonable degree of professional responsibility or certainty. I have extensive expertise in reviewing, interpreting, and negotiating business contracts and agreements, including insurance agreements.
3. I am an attorney licensed to practice law in the State of Arizona and am employed by Viad Corp ("Viad") as Assistant General Counsel and Assistant Secretary, and as such, am one of the supervisors of the custodians of the business records of Viad. I am able to determine records that are kept in the ordinary course of the business of

Viad. Based upon my knowledge, experience, and a review of the business records of Viad, Viad is a successor in interest to certain policies of insurance issued by Home Insurance Company (herein referred to as the "Greyhound Policies"), which policies were originally issued to the Greyhound Corporation.

4. Regarding the remediation of the San Diego, California, site that is at issue in this case (hereafter referred to as the "Site" or "Property", which for purposes of this Affidavit includes owned and non-owned property), from and after June 2004 I was responsible for supervising from a management and financial perspective, the matters related to Viad's application for cost reimbursement from the State of California Underground Storage Tank Clean Up Fund.

5. Based upon the corporate records of Viad (which to my knowledge accurately reflect the information contained in such records, are kept in the ordinary course of Viad's business, and of which I am one of the supervisors of the custodians of such records) and the public records of California, Greyhound and/or a subsidiary owned the Property, which was comprised of certain real property and a bus maintenance facility in San Diego, California, during the time period of early 1950s through March of 1987.

6. As stated above, Viad is a successor in interest to the Greyhound Policies. The Greyhound Policies are identified as policies HEC 9557416, HEC 9304783, and HEC 4344748, copies of which are attached and incorporated by reference herein as Exhibits A, B, and C.

7. Viad's records and the Greyhound Policies reflect that each of the Greyhound Policies was issued by either a New York or an Illinois insurance broker to Greyhound, which was located and headquartered in New York or Arizona, and that

Greyhound performed its obligations under the policies by paying all policy premiums when due.

8. Viad is now the owner and holder of the Greyhound Policies, which are valid and enforceable policies. A review of each of the Greyhound Policies and related records shows that they provide coverage for the Property and all costs that Viad incurred in remediating the Property. Based upon my discussions with Ken Ries and otherwise, it is my opinion that the costs incurred, under the circumstances, were all reasonable and related to the remediation of the Property, including the groundwater.

9. Based upon the corporate records of Viad, the Greyhound Policies at issue have the following annual coverage amounts, deductibles or self-insured retention ("SIR"), and coverage dates:^[1]

<u>Policy No.</u>	<u>Annual Coverage Amt</u>	<u>Deductible/SIR</u>	<u>Dates</u>
HEC 9557416	\$4,250,000	\$750,000	8/31/66-1/1/-69
HEC 9304783	\$4,250,000	\$750,000	1/1/69 – 3/31/72
HEC 4344748	\$ 500,000	\$750,000	3/31/72 – 6/19/72

10. I have reviewed the Greyhound Policies, and it is my opinion that Viad is entitled to coverage from Home Insurance for the San Diego, California, claim. Specifically, based upon the expert reports and Ken Ries's statements, the events for which Viad seeks coverage were accidental spills or tank overfills that resulted in contamination probably occurred from about 1954 to 1973. This is a period of time during which there is coverage by the Greyhound Policies at issue.

^[1] Copies of the policies that provide the coverage terms were attached to Viad's Proof of Claim and mandatory disclosures, and are incorporated herein by reference.

11. The first two Greyhound Policies do not contain what is known as a pollution liability exclusion. The third Greyhound Policy contains a pollution liability exclusion, but that exclusion excepts (and the Policy therefore covers) damages for sudden and accidental occurrences. Based on Viad's experts' determinations, the contamination at the Site most likely resulted, at least in part, from sudden and accidental spills at the fuel ports, dispensers, and pumps where buses and other vehicles were fueled and underground tanks were filled. As such, the sudden and accidental character of the occurrences is covered both by the first two Greyhound Policies which contain no pollution exclusion, as well as the sudden and accidental provision of the third Greyhound Policy.

12. Home's failure to indemnify Viad for the losses it incurred in conducting remediation at the San Diego is a material breach of the Greyhound Policies and as such, Viad is entitled to damages.

13. Based upon Viad's records, on May 19, 1989, the California Regional Water Quality Control Board sent Abatement Order 89-49 to Viad, notifying it that petroleum contamination had been identified in the soil and groundwater at the Site. Viad was identified as potentially responsible for the contamination and was told that it was expected to participate in the remediation of the Site. A copy of that Abatement Order and all addenda is attached and incorporated by reference herein as Exhibit D.

14. The Abatement Order was a judgment that required Viad to remediate the Property, and as such Viad entered into a Remediation Agreement (Exhibit E). Viad's actions in entering into the Remediation Agreement were reasonable under the circumstances because the abatement order had been entered and complying with the Order saved time, expense, and unnecessary litigation while also protecting the public's

and Home's interests. Because the Greyhound Policies all required Viad to both defend and investigate claims against it, Viad's actions regarding the Abatement Order were responsible, timely, and reasonable under the circumstances, and were in accord with Viad's obligations under the Home insurance policies.

15. Additionally, Viad reasonably expected to be reimbursed, at least in part, for its remediation costs pursuant to the terms of the State of California Underground Storage Tank Clean Up Fund that was then available to entities that voluntarily conducted necessary remediation. Based upon Ken Ries' opinion, Viad initially believed that it would have been fully reimbursed by the Fund.

16. For several years after the Abatement Order was issued and after Viad entered into the Remediation Agreement, Viad provided funding for the various site assessments that were conducted at the Site to delineate the extent and type of contamination at the Site, and to develop a remedial action plan. Based upon the State's directive and expert opinions, groundwater remediation was necessary to protect the public health interests and to remediate the groundwater, and as such, remediation of the soils above it was also required to eliminate a continuous contamination source.

17. Between August 1989 and December 2007, Viad expended approximately \$ 3,718,900.00 to remediate the San Diego Property. Experts' opinions concluded that the remediation demonstrated that the Site was contaminated with petroleum contaminants that were identified as gasoline and number # 1 diesel fuel; these fuels were probably used on the property between approximately 1954 and 1973.

18. On April 23, 2003, a No Further Action letter was issued, demonstrating that the Property had been satisfactorily remediated and that no additional work was required. A copy of that letter is attached and incorporated herein as Exhibit F.

19. I believe that Ken Ries's supervision of the Site remediation and requirement that the contractors strictly adhere to the costs negotiated, resulted in Viad spending an amount reasonably necessary to effectively and properly remediate the site. Based upon the experts' opinions, the fees and costs Viad paid for the remediation were reasonable under the circumstances considering the type and extent of remediation that was completed, and considering that remediating the groundwater required remediating the soils above it. Documentation regarding the invoices paid and the work scope conducted have been maintained by Viad and were previously provided to Home. I am the supervisor of the custodian of those records and they have been kept in the ordinary course of Viad's business; to my knowledge, such records accurately reflect the expenses incurred by Viad in remediating the Site.

20. Viad submitted to the California Regional Water Quality Control Board its application and request for reimbursement of the costs that Viad incurred in remediating the Site. I have reviewed Viad's records and after June 2004 was and remain familiar with the application process and the documentation needed to process Viad's claim. The documentation was submitted to the State of California and Viad had a reasonable expectation that its costs would, at least in part, be reimbursed by the State of California.

21. Regarding notice to Home of Viad's claim regarding the Greyhound Policies, Viad's conduct was reasonable and appropriate based upon the following language of the Greyhound Policies:

Policies 9557416 and 9304783 (Exhibits A and B to this Affidavit), contain identical policy language. The two "notice" provisions at issue in these policies provide the following language:

The Insured shall give prompt notice to the company of any event or development which, in the judgment of the insured might result in a claim upon the Company hereunder. Inadvertent failure to so notify shall, however, not affect the liability of the Company, but the Insured agrees to use its best efforts to comply with the foregoing stipulations with a view to affording the company every possible opportunity of safeguarding their interest in any claim in which they may be involved. The insured shall forward promptly to the Company a copy of each claim, report, document, paper or pleading in connection with such case which might be required by the Company as adjustment proceeds.

The Company will not undertake to investigate claims or defend suits or proceedings on behalf of the Insured.
Exhibit A, p. 4, Exhibit B, p.3 (emphasis added).

Further, the language in the third policy, Exhibit C, contains the following:

G. NOTICE OF OCCURRENCE

Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this policy, notice shall be sent to the Company 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 claim.

H. ASSISTANCE AND CO-OPERATION

The Company 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 Insured but The Company shall have the right and shall be given the opportunity to associate with the Insured . . . 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 The Company. . . .

Exhibit C, p. 4

22. According to the above-noted policy language, Viad reasonably understood that the Home policies did not require Viad to immediately provide notice to

Home under the circumstances. Rather, as to the first two policies (Exhibits A & B), the insured was required to report an "event or development" which *in it s[insured's] judgment* might result in a claim to Home. This language did not require Viad (or its predecessor) to initially send notice to the insurer under the circumstances of this matter. Since Viad initially expected, in its judgment, that its remediation costs would be reimbursed by the State of California Underground Storage Tank Clean Up Fund, there was a reasonable likelihood that the costs would be reimbursed by the State. As such, Viad was not obligated under the Greyhound Policies to send notice to Home.

23. Additionally, Viad had previously given notice to Home between 1996 and 1999 of several other nearly identical environmental claims against the same or similar policies to the Greyhound Policies presently at issue. See composite Exhibit G attached to and incorporated by reference into this Affidavit. After Home received notice of these claims Home sent reservation of rights letters questioning coverage of each, and thereafter failed to take any further action regarding the claims, which was tantamount to a denial.

24. Because Home had previously failed to act on substantially similar claims under the same or similar policies, Viad did not have a reasonable expectation of receiving voluntary coverage from Home for the Site or those other sites. Thus it had become effectively futile Home notice of the claim regarding the Site.

25. Additionally, Viad did not have reason to believe that Home would be prejudiced as a result of Viad's conduct, because Viad provided Home with copies of the remediation reports, assessments, documentation, invoices, canceled checks, Viad's application for reimbursement from the State of California Underground Storage Tank Clean Up Fund, and more, as part of Viad's proof of claim in 2004. Even if Home had

been noticed of the claim earlier, which Viad was not required under the policies to do, Home was not prejudiced by Viad's conduct. Under the Greyhound Policies, Home was not supposed to engage in investigating or even initially paying the costs of remediation. Home therefore could not reduce the damages and remediation costs incurred by Viad. In any event, based upon experts' opinions, Viad reasonably managed all of the costs, including the consulting and remediation fees necessary to clean up the Site. In fact, Viad employed or retained Ken Ries as its environmental expert to assist in such matters, and relied upon his expertise to determine the reasonableness of the remediation costs incurred.

26. Also, based on Home's prior failure to process or handle Viad's other claims and effective denial of coverage for similar or identical claims, Home should be estopped from now claiming any prejudice from the 2004 notice it received.

27. Based upon the records available to Viad, Home was placed under an Order of Supervision by the New Hampshire Insurance Department on March 3, 1997. When Home was placed into liquidation in June 2003, having not yet received any reimbursement from the State of California, to protect its rights, Viad timely filed a claim with Home on June 13, 2004.

28. Based upon experts' opinions, Viad acted reasonably and in accordance with proper fiscal management and oversight of the Site remediation. Viad expended approximately \$ 3,718,900.00 in remediating the Site. Based upon experts' opinions, the costs, expenses, and charges incurred for the remediation were reasonable under the circumstances.

29. Viad acted reasonably and in accordance with its interpretation of the insurance policies providing coverage for the San Diego matter. Viad complied with all of the conditions precedent to coverage under the Greyhound Policies, including providing adequate notice of claim, and incurring expenses that exceeded the policies' self-insured retention and/or deductible limits.

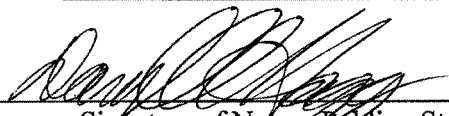
30. Since the filing of Viad's proofs of claim, Viad received two reimbursements from the State of California: \$314,847.00 on October 24, 2006, and \$1,112,314.00 on October 23, 2008. Copies of the two reimbursement checks are attached and incorporated by reference herein as Exhibit H to this Affidavit. Viad does not believe that any further reimbursements will be forthcoming from the State of California.

END OF AFFIDAVIT.

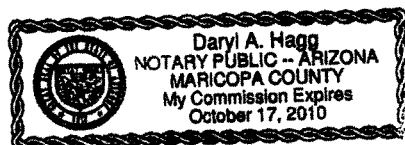

DEBORAH J. DEPAOLI

**STATE OF ARIZONA
COUNTY OF MARICOPA**

The foregoing instrument was sworn to and acknowledged before me this 16th day of January, 2009, by DEBORAH J. DEPAOLI, who, is personally known to me or who has provided a valid driver's license as identification, and who did take an oath.


Signature of Notary Public - State of Arizona, County of Maricopa

DARYL A. HAGG
Print, type or stamp commissioned name of Notary Public



A

HEC 9 55 74 16

STOCK COMPANY

The **HOME** *Insurance Company*
New York, N. Y.



ITEM 1. Insured's Name and Mailing Address

Producer

The Greyhound Corporation and
its Subsidiary Companies more
than 50% owned
10 South Riverside Plaza
New York, New York

Marshall R. Rattner

8/31/66
Inception (Mo. Day Yr.)

8/31/69
Expiration (Mo. Day Yr.)

3
Years

3847
Producer No.

081
OPC

State Loc. eg

Standard Time at the address of the Named Insured as stated herein

ITEM 2. PRIMARY OR UNDERLYING INSURANCE — DESCRIPTION OF COVERAGE

See Section A, Insuring Agreement II

See Section B, Paragraph 2

ITEM 3. EXCESS COVERAGE AFFORDED BY THIS POLICY

See Section A, Insuring Agreement II

See Section B, Paragraph 2

ITEM 4. PREMIUM

\$45,000.00

In Witness Whereof, the said THE HOME INSURANCE COMPANY, NEW YORK has caused these Presents to be signed by its President and attested by its Secretary, in the City of New York, and this policy is made and accepted upon the above express conditions, but shall not be valid unless countersigned by a duly Authorized Representative of the Company at place of issue.

Hunter J. Tancin Secretary

K. Beach President

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)

L. B. Somerville

Vice President

DATE

10/13/66

H9735(F) REV. 9-65
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SECTION AEXCESS COMPREHENSIVE BODILY INJURY AND PROPERTY
DAMAGE LIABILITY CONTRACT

In consideration of the premium paid, The Home Insurance Company (hereinafter called the Company) and The Greyhound Corporation and its Subsidiary Companies more than 50% owned (hereinafter called the Insured) do hereby agree as follows:

INSURING AGREEMENTI. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

The Company hereby agrees to indemnify the Insured against excess loss as hereinafter defined, subject to the limitations, conditions and other terms of this contract, which the Insured may sustain by reason of the liability imposed upon the Insured by law or assumed by the Insured under contract or agreement:

- (a) for damages, including damages for care and loss of services, on account of bodily injury, including death at any time resulting therefrom, sustained by any person or persons;
- (b) for damages because of injury to or destruction of property, including the loss of use thereof;

caused by or growing out of each occurrence and arising out of or due wholly or in part to the business operations of the Insured, or any act or omission of the Insured's directors, officers, stockholders, employees, agents contractor or sub-contractors.

II. LIMIT OF LIABILITY

The Company's limit of liability under Coverage 1(a) or Coverage 1(b) or both combined, shall only be for the ultimate net loss excess of \$750,000.00 as a result of any one occurrence, * whether insurance shall be purchased by or on behalf of the Insured or the Insured shall retain such first loss for its own account (herein called the Retained Limit), and then only up to an amount not exceeding \$4,250,000.00 in respect of such occurrence, provided, however, that if other valid and

collectible insurance is available to the Insured for an amount greater than the Retained Limit as stated above, the Company shall be liable only, for the ultimate net loss in excess of such insurance and then up to but not exceeding their limit of liability as aforesaid, there being no limit to the number of occurrences for which claims may be made hereunder provided such occurrences occur during the policy period.

III. DEFINITION OF "OCCURRENCE"

The word "occurrence" as used in this contract or in any endorsements made a part of this contract shall be construed to mean any one happening or series of happenings, arising out of or due to one event or disaster.

IV. ASSAULT AND BATTERY

This contract covers the legal liability of the Insured against loss on account of personal injuries caused by assault and battery and sustained by any person or persons, other than employees of the Insured in the course of their employment, arising out of business operations of the Insured covered hereunder, unless such assault and battery be committed by or at the direction of the Insured.

The words "bodily injury" and "injury" wherever used in Insuring Agreement I(a) and in other parts of this Contract shall be deemed to include personal injury caused by slander or libel, false arrest, false imprisonment, false eviction, discrimination, humiliation, ridicule, mental or physical anguish, detention or malicious prosecution by any officer or employee of the Insured or by a detective or operator of a detective agency or by public authorities.

V. CONTRACT PERIOD, TERRITORY

~~This Contract applies only to events occurring during the continuation of this Contract, and within the United States of America, Mexico and the Dominion of Canada.~~ ✓

VI. BUSINESS OPERATIONS

It is understood and agreed that the business of the Insured covered hereunder is that of transportation of persons, baggage, freight, express, mail and other operations incidental to the conduct of the Insured's business.

It is further understood and agreed that, in addition to the foregoing, this Contract specifically covers the following:

- (a) The operation by employees of the Insured of any motor vehicle, whether belonging to the Insured or otherwise, which is about to be or has just been repaired or serviced by or stored in a garage or repair shop operated by the Insured;

- (b) the towing of equipment of the Insured by any bus, truck or other automotive equipment;
- (c) the liability assumed by the Insured under hold harmless agreements entered into between the Insured and manufacturers and others;
- (d) all motor vehicles, whether belonging to the Insured or otherwise, used with the consent and permission of the Insured for the purpose of carrying passengers or for any other purpose;
- (e) any director, officer, employee or stockholder of the Insured insofar as any liability exists on his part by reason of his being such director, officer, employee or stockholder.

VII. DEFINITION OF "ULTIMATE NET LOSS"

The term "Ultimate Net Loss" as used in this Contract shall be deemed to mean the actual sum or sums paid or payable to any person or persons as special, punitive or general damages, or any or all (as determined by settlement or adjustment of claim or claims as herein provided, or by final judgment), plus expense incurred by the Insured in providing such immediate medical or surgical relief as is imperative at the time of the occurrence covered hereby, because of bodily injury or injuries, death or deaths, arising out of or because of an occurrence covered hereby. Fees and expenses (including taxed court costs and interest accruing after entry of judgment) paid by the Insured, or any company acting as his insurer, or both, in investigating, defending and settling occurrences, claims and suits covered hereby (but not ordinary overhead expenses or salaries or annual retainers paid by or incurred by the Insured in connection therewith) shall be pro-rated between the Insured and the Company in proportion to their respective interests in the amount of Ultimate Net Loss paid.

It is hereby understood and agreed that the Insured are to have the benefit of recoveries under policies of other Insurers and such recoveries shall inure to the benefit of the Insured, and shall not be taken into account in arriving at the amount of loss; it being understood and agreed that this policy shall pay losses in excess of \$750,000.00 each occurrence combined Bodily Injury and Property Damage or the amount of such recoveries whichever is the greater.

It is noted and agreed by the Company hereon that the Insured may purchase from other Insurers a policy or policies providing various Bodily Injury and Property Damage limits underlying this policy, and the Company agrees that this policy shall cover as if the aforementioned policy or policies of other Insurers or any similar substitute therefor did not exist.

However, with respect to property leased, rented, occupied or used by or in the care, custody or control of the Insured or any of its employees (other than property of passengers), it is warranted that the Insured shall maintain primary insurance covering damage to or destruction of such property in the amount of \$5,000,000.00 and this policy shall only pay losses in excess thereof.

VIII. CLAIMS AND APPEALS

The Insured shall give prompt notice to the Company of any event or development which, in the judgment of the Insured, might result in a claim upon the Company hereunder. Inadvertent failure to so notify shall, however, not affect the liability of the Company, but the Insured agrees to use its best efforts to comply with the foregoing stipulations with a view to affording the Company every possible opportunity of safeguarding their interest in any claim in which they may be involved. The Insured shall forward promptly to the Company a copy of each claim, report, document, paper or pleading in connection with such case which may be required by the Company as adjustment proceeds.

The Company shall have the right to participate jointly with the Insured in the investigation, adjustment and settlement of claims upon which, in the judgment of the Company, they are or might become interested or exposed, and the Insured agrees to co-operate with the Company to the end that settlement may be made in each case where legal liability apparently exists with a minimum loss to the Company.

Upon closing of any claim which has previously been reported to the Company whether or not the Company sustained or will sustain liability thereon, the Insured will notify the Company thereof, in order that the Company's claim files may likewise be closed.

The Company will not undertake to investigate claims or defend suits or proceedings on behalf of the Insured. It is understood, however, that when so requested, the Insured will afford the Company an opportunity to be associated with the Insured, at the expense of the Company, in the defense or control of any claim or suit or proceeding which in the judgment of the Insured may involve the excess insurance afforded under this contract, and the Insured and the Company shall co-operate in every respect in the defense of such claim or suit or proceeding. It is further understood that the Insured shall not make settlement of any claim or group of claims (unless compelled so to do by final judgment of any court of competent jurisdiction) for an amount involving the interest of the Company under this contract, without the consent of the Company thereto.

It is the intention of the parties that under this contract the Insured will investigate all occurrences and claims covered hereby and defend all suits thereon, unless and until the Insured shall elect to effect settlement thereof.

In the event the Insured elects not to appeal a judgment in excess of the retained limit the Company may elect to take such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of the Company (other than expenses of such appeal, court costs, attorney's fees, interest on judgment, and all expenses incurred by the Company in connection therewith) for Ultimate Net Loss exceed the amounts set forth in Insuring Agreement II for any one occurrence.

It is understood and agreed that for the purpose of this condition notice to and consent of The Home Insurance Company, 59 Maiden Lane, New York, New York, shall be deemed to be notice to or consent of Company.

EXCLUSION

The Company shall not be liable hereunder, except with respect to liability assumed under contract or agreement for bodily injury to or death of any person or persons with respect to whom the liability of the Insured shall arise out of the relationships of master and servant or shall be imposed upon the said Insured by any Workmen's Compensation Law or Employers' Liability Act, it being understood and agreed that employees of one Affiliated, Associated and Subsidiary Company or Division, shall not be construed as employees of any other Affiliated, Associated and Subsidiary Company or Division, unless, at the time of injury or death, there exists a relationship of master and servant between the employees and such other Affiliated, Associated and Subsidiary Company or Division.

It is understood and agreed that the above Exclusion shall be deemed not to apply to liability imposed upon the Insured by law on account of claims by the wife of any employee for loss of consortium caused by injury to her husband, occurring during the course of his employment, provided, however, that such claims are not recoverable under any existing Workmen's Compensation and/or Employers' Liability policies carried by the Insured.

CONDITIONS

A. INSPECTION

The Company or its duly authorized representatives may at all reasonable times, at the main office of the Insured, inspect and examine the books, records and papers pertaining to the risks insured hereunder, and the Insured shall make available

to the Company for such inspection and examination all books, records and papers pertaining to the risks insured hereunder, but the Company waives no rights and undertakes no responsibility by reason of such inspection or examination or the omission thereof.

B. INCURRING OF COSTS

In the event of claim or claims arising which appear likely to exceed the Underlying limits no Costs shall be incurred by the Insured without the written consent of the Company.

C. SUBROGATION

In the event of the payment of any loss under this Contract, the Company shall be subrogated to the extent of such payment to all rights of the Insured against any person or entity responsible for such loss. The Insured hereby agrees to assist and co-operate in the enforcement of such rights. The Company agrees that it will not exercise any such right of subrogation against (1) any Insured covered by this contract, or (2) any person or entity in respect of which the Insured has assumed liability under contract or agreement. The Insured agrees to assign to the Company any and all such rights or causes of action with full power of substitution and release, and with authority to bring any actions thereon in the name of the Insured, or otherwise in the enforcement of such rights.

The Company will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings such amount shall be apportioned as follows:

First, any interest (including the Insured) that shall have paid an amount over and above any payment made under this contract shall be reimbursed up to the amount paid by such interest; second, the Company shall be reimbursed out of the balance then remaining, up to the amount paid under this contract; third, the Insured is entitled to the residue. The expenses of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned (including the Insured) in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of the Company, the expenses thereof shall be borne by the Company.

D. HONORABLE UNDERTAKING

The contract shall be considered an honorable undertaking the purposes of which are not to be defeated by a narrow or technical construction of its provisions, but shall be subject to a liberal interpretation for the purpose of giving the effect to the real intention of the parties hereto.

E. ASSIGNMENT

No assignment of interest under this contract shall bind the Company unless such assignment is consented to by an endorsement duly executed by the Company.

F. CHANGES

No change in this contract shall be valid unless made by an amendment or endorsement signed by the Company, nor shall notice to or knowledge possessed by any agent or any other persons be held to waive, alter or extend any portion or portions of this contract.

G. CANCELLATION

This contract shall become effective 12:01 A.M. on 31st August, 1966 Local Standard Time and shall continue in force for the term of thirty-six (36) months from that date, until cancellation by mutual consent or by either party hereto giving the other not less than sixty (60) days' written notice, by registered mail, stating the date on which cancellation shall become effective.

If this contract shall be cancelled by the Insured, the Company shall retain the earned premium hereon for the period that this contract has been in force, or the short rate proportion of the minimum premium calculated in accordance with the customary short rate scale.

If this contract shall be cancelled by the Company, it shall retain the pro rata earned premium hereon for the period that this contract has been in force or pro rata of the minimum premium whichever is the greater.

Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction hereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

H. SOLE AGENT

For the purpose of issuing instructions for the cancellation of this contract, or the altering of this contract, or the agreeing upon settlement of losses, or receiving or receipting for payment of claims, or for making of premium adjustments, The Greyhound Corporation, or order, shall be deemed the sole and irrevocable agent of each Insured named hereunder.

Notwithstanding anything contained in the foregoing, it is understood and agreed that payment of losses may be made direct to the Divisions or Companies of the Insured and their receipts for such payments shall be deemed full and satisfactory discharge of the Company's Liability hereunder.

- I. It is understood and agreed that premiums and losses hereunder shall be payable in United States Dollars except in respect of operations in the Dominion of Canada for which premium and losses shall be payable in Canadian Dollars, it being understood and agreed that the limits set forth in Insuring Agreement II shall be deemed to read United States Dollars in respect of occurrences arising anywhere in United States of America and/or Mexico and Canadian Dollars in respect of occurrences arising in the Dominion of Canada.

GU 6784

ENDORSEMENT

H E C

This endorsement, effective 8/31/66
(12:01 A. M., standard time)

, forms a part of policy No. 9 55 74 16

issued to The Greyhound Corporation, etal

by The Home Insurance Company

It is understood and agreed that General Fire and Casualty Company is included in the coverage afforded by this insurance subject to the following exclusions:

- (a) Exclude Liability under any policy of insurance or reinsurance.
- (b) Exclude Liability in respect of cancellation, non-issuance or issuance on special terms or for inadequate amount of any policy.
- (c) Exclude Liability in respect of any claims or Underwriting report or any risks or claims, servicing or engineering by or on behalf of Insured.

All other terms and conditions of this policy remain unchanged.

UNIFORM PRINTING
PRINTED IN U.S.A.
CHICAGO-SPRINGFIELD
SUPPLY DIVISION

L. B. Somerville Jr.
Authorized Representative

Section A Endorsement #1

GU 6625

ENDORSEMENT

This endorsement, effective **8/31/66**
(12:01 A. M., standard time)

H E C
9 55 74 16
, forms a part of policy No.

issued to **The Greyhound Corporation**

by **The Home Insurance Company**

In consideration of the premium charged, it is understood and agreed that Insuring Agreement #5, "Contract Period, Territory" is hereby amended as follows:

This contract applies only to events occurring during the continuation of this contract, and happening anywhere in the world except Cuba.

All other terms and conditions of this policy remain unchanged.

UNIFORM PRINTING
DIVISION
AND SUPPLY DIVISION

I. B. Somerville, Jr.
Authorized Representative

Section A Endorsement #2

SECTION B

BOILER INSURANCE CONTRACT

1. The Company, subject to the limitations, conditions, definitions and other terms contained in this contract, agree to indemnify The Greyhound Corporation and its Subsidiary Companies more than 50% owned (hereinafter called the "Insured") against loss from an accident to an object at a location all as more fully described in the Primary Policy issued to the Insured by The Hartford Steam Boiler Inspection and Insurance Company (herein called the "Primary Insurers").
2. It is understood and agreed that the Insured have purchased a primary policy from The Hartford Steam Boiler Inspection and Insurance Company, the agreement of which, at inception, provides for varying limits as follows:

\$150,000.00 limit per accident at two locations
\$100,000.00 limit per accident at two locations
\$ 50,000.00 limit per accident at remaining locations

It is expressly agreed that the Company herein shall be liable only for the excess of ultimate net loss any one accident as provided by the primary policy at the time of the accident and then only for the excess loss up to One Million Dollars (\$1,000,000.00) any one accident it being understood and agreed that the Company's liability will never be in excess of an amount less than \$50,000.00 per accident at any one location.

3. This contract is subject to the same terms, conditions and definitions (except as regards the premium, the amount and limit of liability, and renewal agreement, if any, and except as otherwise provided herein) as are contained in or as may be added to the Policy of the Primary Insurers provided always that the agreement shall not apply to any changes involving an increase in the Company's limit of liability for any one accident, it being understood and agreed that any such changes of this nature must be submitted to the Company for their consideration and agreement before they can be considered binding.
4. The term "ultimate net loss" shall be understood to mean the actual loss sustained by the Insured due to loss of or damage to their own property and/or the sum actually paid in cash in the settlement of losses for which the Insured is liable, after making proper deductions for all recoveries, salvages and other insurances, and shall exclude all expenses for salaried employees incurred in investigation, adjustment and litigation. Other loss and legal expenses incurred with the consent of the Company shall be apportioned in the proportion to the respective interests as finally determined.

5. All salvages, recoveries and payments recoverable subsequent to a loss settlement under this contract shall be applied as though recovered or received prior to the said settlement and all necessary adjustment shall be made by the parties hereto.
6. The Insured, upon the occurrence of an accident likely to cause a claim under this contract, shall give notice thereof as soon as practicable, with the fullest information obtainable at the time, to The Home Insurance Company, 59 Maiden Lane, New York, New York. Failure to notify the above Company of any accident, which at the time of its happening does not appear to involve this contract but which at a later date would appear to give rise to a claim hereunder, shall not prejudice such claim.
7. The Company shall be subrogated in case of payment of loss under this contract to the extent of such payment to all of the Insured's rights of recovery therefor and the Insured shall execute all papers required and shall do everything necessary to secure such rights.
8. The insolvency or bankruptcy of the Insured shall not release the Company from any of its obligations assumed hereunder. In case execution against the Insured on any final judgment covered by this insurance shall be returned "unsatisfied" by reason of such insolvency or bankruptcy then an action may be maintained by the injured person or his or her personal representative against the Company on this contract in the same manner and to the same extent as the Insured but not in excess of Limit per Accident applicable hereunder.
9. This contract may be cancelled at any time at the request of the Insured in writing to The Home Insurance Company, 59 Maiden Lane, New York, New York, and the premium hereon shall be adjusted on the basis of the Company receiving or retaining the customary short term premium. This contract may also be cancelled by or on behalf of the Company by thirty (30) days' notice given in writing to the Insured at the address stated herein and the premium hereon shall be adjusted on the basis of the Company receiving or retaining pro rata premium. ✓
10. It is understood and agreed that premiums and losses hereunder shall be payable in United States Dollars except in respect of operations in the Dominion of Canada for which premium and losses shall be payable in Canadian Dollars, it being understood and agreed that the limits set forth in Insuring Agreement II shall be deemed to read United States Dollars in respect of occurrences arising anywhere in United States of America and/or Mexico and Canadian Dollars in respect of occurrences arising in the Dominion of Canada.

11. This Insurance shall be construed as an honourable undertaking the purposes of which are not to be defeated by a narrow technical construction of its provisions, but shall be subject to a liberal interpretation for the purpose of giving effect to the real intention of the parties hereto.
12. PERIOD. This contract shall become effective 12:01 A.M. on August 31, 1966 Local Standard Time and shall continue in force until 12:01 A.M. on August 31, 1969.

GU 6784

ENDORSEMENT

This endorsement, effective **8/31/66**
(12:01 A. M., standard time)

H E C
forms a part of policy No. **9 55 74 16**

issued to **The Greyhound Corporation**

by **The Home Insurance Company**

In consideration of the premium charged, it is understood and agreed that Item #9 of Section B "Boiler Insurance Contract" is hereby amended to read as follows:

This contract may be cancelled at any time at the request of the insured in writing to The Home Insurance Company, 59 Maiden Lane, New York, N. Y. and the premium hereon shall be adjusted on the basis of the Company receiving or retaining the customary short term premium. This contract may also be cancelled by or on behalf of the Company by sixty (60) days' notice given in writing to the Insured at the address stated herein and the premium hereon shall be adjusted on the basis of the Company receiving or retaining pro rata premium.

All other terms and conditions of this policy remain unchanged.

UNIFORM PRINTING
PRINTED IN U.S.A.
480 CHICAGO-SPRINGFIELD, ILL.
SUPPLY DIVISION

I.B. Donewille Jr.
Authorized Representative

Section B Endorsement #1

A&G 661a
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

This endorsement, effective **8/31/66**
(12:01 A.M., standard time)

H E C
9 55 74 16
, forms a part of policy No.

issued to **The Greyhound Corporation, etal**

by **The Home Insurance Company**

It is agreed that the 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 Underwriters 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, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (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 insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at 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", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 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 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, 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 site and all premises used for such operations;
 - "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.



E. B. Smewill Jr.
Authorized Representative

Endorsement #1

B

HEC 9 30 47 23

STOCK COMPANY

The **HOME** *Insurance Company*
New York, N.Y.



ITEM 1. Insured's Name and Mailing Address

Producer

The Greyhound Corporation, and
its Subsidiary Companies more
than 50% owned
10 South Riverside Plaza
New York, New York

Greyhound Brokerage Corp.
10 Riverside Plaza
New York, N.Y.

Three
Years

5354
Producer No.

081
OPC

State Loc. hs

1/1/69
Inception (Mo. Day Yr.)

1/1/72
Expiration (Mo. Day Yr.)

12:01 AM

Standard Time at the address of the Named Insured as stated herein

ITEM 2. PRIMARY OR UNDERLYING INSURANCE — DESCRIPTION OF COVERAGE

See Section A Insuring Agreement II

See Section B Paragraph 2.

ITEM 3. EXCESS COVERAGE AFFORDED BY THIS POLICY

See Section A Insuring Agreement II

See Section B Paragraph 2.

ITEM 4. PREMIUM

\$148,500.00

\$ 1,500.00 Canadian

In Witness Whereof, the said THE HOME INSURANCE COMPANY, NEW YORK has caused these Presents to be signed by its President and attested by its Secretary, in the City of New York, and this policy is made and accepted upon the above express conditions, but shall not be valid unless countersigned by a duly Authorized Representative of the Company at place of issue.

Hunter J. Tinsley Secretary

K. Seach President

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)

O. N. Christian

Vice President

DATE

4/21/69

H9735(F) REV. 3-66
PRINTED IN USA

SECTION A

EXCESS COMPREHENSIVE BODILY INJURY AND PROPERTY
DAMAGE LIABILITY CONTRACT

In consideration of the premium paid, The Home Insurance Company (hereinafter called the Company) and The Greyhound Corporation and its Subsidiary Companies more than 50% owned (hereinafter called the Insured) do hereby agree as follows:

*see Encl 5
R.L.P.*

INSURING AGREEMENT

I. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

The Company hereby agrees to indemnify the Insured against excess loss as hereinafter defined, subject to the limitations, conditions and other terms of this contract, which the Insured may sustain by reason of the liability imposed upon the Insured by law or assumed by the Insured under contract or agreement:

- (a) for damages, including damages for care and loss of services, on account of bodily injury, including death at any time resulting therefrom, sustained by any person or persons;
- (b) for damages because of injury to or destruction of property, including the loss of use thereof;

caused by or growing out of each occurrence and arising out of or due wholly or in part to the business operations of the Insured, or any act or omission of the Insured's directors, officers, stockholders, employees, agents contractor or sub-contractors.

II. LIMIT OF LIABILITY

The Company's limit of liability under Coverage 1(a) or Coverage 1(b) or both combined, shall only be for the ultimate net loss excess of \$750,000.00 as a result of any one occurrence, whether insurance shall be purchased by or on behalf of the Insured or the Insured shall retain such first loss for its own account (herein called the Retained Limit), and then only up to an amount not exceeding \$4,250,000.00 in respect of such occurrence, provided, however, that if other valid and collectible insurance is available to the Insured for an amount greater than the Retained Limit as stated above, the Company shall be liable only, for the ultimate net loss in excess of such insurance and then up to but not exceeding their limit of liability as aforesaid, there being no limit to the number of occurrences for which claims may be made hereunder provided such occurrences occur during the policy period.

III. DEFINITION OF "OCCURRENCE"

The word "occurrence" as used in this contract or in any endorsements made a part of this contract shall be construed to mean any one happening or series of happenings, arising out of or due to one event or disaster.

IV. ASSAULT AND BATTERY

This contract covers the legal liability of the Insured against loss on account of personal injuries caused by assault and battery and sustained by any person or persons, other than employees of the Insured in the course of their employment, arising out of business operations of the Insured covered hereunder, unless such assault and battery be committed by or at the direction of the Insured.

The words "bodily injury" and "injury" wherever used in Insuring Agreement I(a) and in other parts of this contract shall be deemed to include personal injury caused by slander or libel, false arrest, false imprisonment, false eviction, discrimination, humiliation, ridicule, mental or physical anguish, detention or malicious prosecution by any officer or employee of the Insured or by a detective or operator of a detective agency or by public authorities.

V. CONTRACT PERIOD, TERRITORY

This contract applies only to events occurring during the continuation of this contract, and happening anywhere in the world, excluding Albania, Bulgaria, China, Cuba, Czechoslovakia, East Germany, Hungary, North Korea, Laos, Outer Mongolia, Poland, Rumania, Soviet Russia, Tibet, North Vietnam, Yugoslavia and all "Iron Curtain Countries."

VI. DEFINITION OF "ULTIMATE NET LOSS"

The term "Ultimate Net Loss" as used in this contract shall be deemed to mean the actual sum or sums paid or payable to any person or persons as special, punitive or general damages, or any or all (as determined by settlement or adjustment of claim or claims as herein provided, or by final judgment), plus expense incurred by the Insured in providing such immediate medical or surgical relief as is imperative at the time of the occurrence covered hereby, because of bodily injury or injuries, death or deaths, arising out of or because of an occurrence covered hereby, Fees and expenses (including taxed court costs and interest accruing after entry of judgment) paid by the Insured, or any company acting as his insurer, or both, in investigating, defending and settling occurrences, claims and suits covered hereby (but not ordinary overhead expenses or salaries or annual retainers paid by or incurred by the Insured in connection therewith) shall be pro-rated between the Insured and the Company in proportion to their respective interests in the amount of Ultimate Net Loss Paid.

It is hereby understood and agreed that the Insured are to have the benefit of recoveries under policies of other Insurers and such recoveries shall inure to the benefit of the Insured, and shall not be

taken into account in arriving at the amount of loss; it being understood and agreed that this policy shall pay losses in excess of \$750,000.00 each occurrence combined Bodily Injury and Property Damage or the amount of such recoveries whichever is the greater.

It is noted and agreed by the Company hereon that the Insured may purchase from other Insurers a policy or policies providing various Bodily Injury and Property Damage limits underlying this policy, and the Company agrees that this policy shall cover as if the aforementioned policy or policies of other Insurers or any similar substitute therefor did not exist.

However, with respect to property leased, rented, occupied or used by or in the care, custody or control of the Insured or any of its employees (other than property of passengers), it is warranted that the Insured shall maintain primary insurance covering damage to or destruction of such property in the amount of \$5,000,000.00 and this policy shall only pay losses in excess thereof.

VII. CLAIMS AND APPEALS

The Insured shall give prompt notice to the Company of any event or development which, in the judgment of the Insured, might result in a claim upon the Company hereunder. Inadvertent failure to so notify shall, however, not affect the liability of the Company, but the Insured agrees to use its best efforts to comply with the foregoing stipulations with a view to affording the Company every possible opportunity of safeguarding their interest in any claim in which they may be involved. The Insured shall forward promptly to the Company a copy of each claim, report, document, paper or pleading in connection with such case which may be required by the Company as adjustment proceeds.

The Company shall have the right to participate jointly with the Insured in the investigation, adjustment and settlement of claims upon which, in the judgment of the Company, they are or might become interested or exposed, and the Insured agrees to co-operate with the Company to the end that settlement may be made in each case where legal liability apparently exists with a minimum loss to the Company.

Upon closing of any claim which has previously been reported to the Company whether or not the Company sustained or will sustain liability thereon, the Insured will notify the Company thereof, in order that the Company's claim files may likewise be closed.

The Company will not undertake to investigate claims or defend suits or proceedings on behalf of the Insured. It is understood, however, that when so requested, the Insured will afford the Company an opportunity to be associated with the Insured, at the expense of the Company, in the defense or control of any claim or suit or proceeding which in the judgment of the Insured may involve the excess insurance afforded under this contract, and the Insured and the Company shall co-operate in every respect in the defense of such claim or suit or proceeding. It is further understood that the Insured shall not make settlement of any claim or group of claims (unless compelled to do so by final judgment of any court of competent jurisdiction) for an amount involving the interest of the Compa

under this contract, without the consent of the Company thereto.

It is the intention of the parties that under this contract the Insured will investigate all occurrences and claims covered hereby and defend all suits thereon, unless and until the Insured shall elect to effect settlement thereof.

In the event the Insured elects not to appeal a judgment in excess of the retained limit the Company may elect to take such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of the Company (other than expenses of such appeal, court costs, attorney's fees, interest on judgment, and all expenses incurred by the Company in connection therewith) for Ultimate Net Loss exceed the amounts set forth in Insuring Agreement II for any one occurrence.

It is understood and agreed that for the purpose of this condition notice to and consent of The Home Insurance Company, 59 Maiden Lane, New York, New York, shall be deemed to be notice to or consent of Company.

EXCLUSION

The Company shall not be liable hereunder, except with respect to liability assumed under contract or agreement for bodily injury to or death of any person or persons with respect to whom the liability of the Insured shall arise out of the relationships of master and servant or shall be imposed upon the said Insured by any Workmen's Compensation Law or Employers' Liability Act, it being understood and agreed that employees of one Affiliated, Associated and Subsidiary Company or Division, shall not be construed as employees of any other Affiliated, Associated and Subsidiary Company or Division, unless, at the time of injury or death, there exists a relationship of master and servant between the employees and such other Affiliated, Associated and Subsidiary Company or Division.

It is understood and agreed that the above Exclusion shall be deemed not to apply to liability imposed upon the Insured by Law on account of claims by the wife of any employee for loss of consortium caused by injury to her husband, occurring during the course of his employment, provided, however, that such claims are not recoverable under any existing Workmen's Compensation and/or Employers' Liability policies carried by the Insured.

CONDITIONS

A. INSPECTION

The Company or its duly authorized representatives may at all reasonable times, at the main office of the Insured, inspect and examine the books, records and papers pertaining to the risks insured hereunder, and the Insured shall make available to the Company for such inspection and examination all books, records and papers pertaining to the risks insured hereunder, but the Company waives no rights and undertakes no

responsibility by reason of such inspection or examination or the omission thereof.

B. INCURRING OF COSTS

In the event of claim or claims arising which appear likely to exceed the underlying limits no costs shall be incurred by the Insured without the written consent of the Company.

C. SUBROGATION

In the event of the payment of any loss under this contract, the Company shall be subrogated to the extent of such payment to all rights of the Insured against any person or entity responsible for such loss. The Insured hereby agrees to assist and co-operate in the enforcement of such rights. The Company agrees that it will not exercise any such right of subrogation against (1) any Insured covered by this contract, or (2) any person or entity in respect of which the Insured has assumed liability under contract or agreement. The Insured agrees to assign to the Company any and all such rights or causes of action with full power of substitution and release, and with authority to bring any actions thereon in the name of the Insured, or otherwise in the enforcement of such rights.

The Company will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings such amount shall be apportioned as follows:

First, any interest (including the Insured) that shall have paid an amount over and above any payment made under this contract shall be reimbursed up to the amount paid by such interest; second, the Company shall be reimbursed out of the balance then remaining, up to the amount paid under this contract; third, the Insured is entitled to the residue. The expenses of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned (including the Insured) in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of the Company, the expenses thereof shall be borne by the Company.

D. HONORABLE UNDERTAKING

The contract shall be considered an honorable undertaking, the purposes of which are not to be defeated by a narrow or technical construction of its provisions, but shall be subject to a liberal interpretation for the purpose of giving the effect to the real intention of the parties hereto.

E. ASSIGNMENT

No assignment of interest under this contract shall bind the Company unless such assignment is consented to by an endorsement duly executed by the Company.

F.

CHANGES

No change in this contract shall be valid unless made by an amendment or endorsement signed by the Company, nor shall notice to or knowledge possessed by any agent or any other persons be held to waive, alter or extend any portion or portions of this contract.

G.

CANCELLATION

This contract shall become effective 12:01 A.M. on 1st January, 1969, Local Standard Time, and shall continue in force for the term of thirty-six (36) months from that date, until cancellation by mutual consent or by either party hereto giving the other not less than sixty (60) days' written notice, by registered mail, stating the date on which cancellation shall become effective.

If this contract shall be cancelled by the Insured, the Company shall retain the earned premium hereon for the period that this contract has been in force, or the short rate proportion of the minimum premium calculated in accordance with the customary short rate scale.

If this contract shall be cancelled by the Company, it shall retain the pro rata earned premium hereon for the period that this contract has been in force or pro rata of the minimum premium whichever is the greater.

Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction hereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

H.

SOLE AGENT

For the purpose of issuing instructions for the cancellation of this contract, or the altering of this contract, or the agreeing upon settlement of losses, or receiving or receipting for payment of claims, or for making of premium adjustments, The Greyhound Corporation, or order, shall be deemed the sole and irrevocable agent of each Insured named hereunder.

Notwithstanding anything contained in the foregoing, it is understood and agreed that payment of losses may be made direct to the Divisions or Companies of the Insured and their receipts for such payments shall be deemed full and satisfactory discharge of the Company's Liability hereunder.

I.

It is understood and agreed that premiums and losses hereunder shall be payable in United States Dollars except in respect of operations in the Dominion of Canada for which premium and losses shall be pay-

able in Canadian Dollars, it being understood and agreed that the limits set forth in Insuring Agreement II shall be deemed to read United States Dollars in respect of occurrences arising anywhere in United States of America and/or Mexico and Canadian Dollars in respect of occurrences arising in the Dominion of Canada.



NON-PREMIUM ENDORSEMENT

Section "A"
Endorsement No. 1

Issued by -

☒ THE HOME INSURANCE COMPANY

☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 9 30 47 83

NAMED INSURED

The Greyhound Corporation and its Subsidiary Companies

EFFECTIVE DATE AND TIME OF ENDORSEMENT

1/1/69

DATE PREPARED

4/21/69

more than 50% owned

PRODUCER

Greyhound Brokerage Corp.

PRODUCER NO. -OPC

5354 081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is understood and agreed that General Fire and Casualty Company is included in the coverage afforded by this insurance subject to the following exclusions:

- (a) Exclude liability under any policy of insurance or reinsurance
- (b) Exclude liability in respect of cancellation, non-issuance or issuance on special terms or for inadequate amount of any policy.
- (c) Exclude liability in respect of any claims or underwriting report or any risks or claims, servicing or engineering by or on behalf of Insured.

A. N. Christain

SIGNATURE OF AUTHORIZED REPRESENTATIVE

SECTION B

BOILER INSURANCE CONTRACT

1. The Company, subject to the limitations, conditions, definitions and other terms contained in this contract, agree to indemnify The Grayhound Corporation and its Subsidiary Companies more than 50% owned (hereinafter called the "Insured") against loss from an accident to an object at a location all as more fully described in the Primary Policy issued to the Insured by The Hartford Steam Boiler Inspection and Insurance Company (herein called the "Primary Insurers").

2. It is understood and agreed that the Insured have purchased a primary policy from The Hartford Steam Boiler Inspection and Insurance Company, the agreement of which, at inception, provides for varying limits as follows:

\$150,000.00 limit per accident at two locations
\$100,000.00 limit per accident at two locations
\$ 50,000.00 limit per accident at remaining locations

It is expressly agreed that the Company herein shall be liable only for the excess of ultimate net loss any one accident as provided by the primary policy at the time of the accident and then only for the excess loss up to One Million Dollars (\$1,000,000.00) any one accident, it being understood and agreed that the Company's liability will never be in excess of an amount less than \$50,000.00 per accident at any one location.

3. This contract is subject to the same terms, conditions and definitions (except as regards the premium, the amount and limit of liability, and renewal agreement, if any, and except as otherwise provided herein) as are contained in or as may be added to the Policy of the Primary Insurers provided always that the agreement shall not apply to any changes involving an increase in the Company's limit of liability for any one accident, it being understood and agreed that any such changes of this nature must be submitted to the Company for their consideration and agreement before they can be considered binding.

4. The term "ultimate net loss" shall be understood to mean the actual loss sustained by the Insured due to loss of or damage to their own property and/or the sum actually paid in cash in the settlement of losses for which the Insured is liable, after making proper deductions for all recoveries, salvages and other insurances, and shall exclude all expenses for salaried employees incurred in investigation, adjustment and litigation. Other loss and legal expenses incurred with the consent of the Company shall be apportioned in the proportion to the respective interests as finally determined.
-

5. All salvages, recoveries and payments recoverable subsequent to a loss settlement under this contract shall be applied as though recovered or received prior to the said settlement and all necessary adjustment shall be made by the parties hereto.
6. The Insured, upon the occurrence of an accident likely to cause a claim under this contract, shall give notice thereof as soon as practicable, with the fullest information obtainable at the time, to The Home Insurance Company, 59 Maiden Lane, New York, New York. Failure to notify the above Company of any accident, which at the time of its happening does not appear to involve this contract but which at a later date would appear to give rise to a claim hereunder, shall not prejudice such claim.
7. The Company shall be subrogated in case of payment of loss under this contract to the extent of such payment to all of the Insured's rights of recovery therefor and the Insured shall execute all papers required and shall do everything necessary to secure such rights.
8. The insolvency or bankruptcy of the Insured shall not release the Company from any of its obligations assumed hereunder. In case execution against the Insured on any final judgment covered by this insurance shall be returned "unsatisfied" by reason of such insolvency or bankruptcy, then an action may be maintained by the injured person or his or her personal representative against the Company on this contract in the same manner and to the same extent as the Insured but not in excess of Limit per Accident applicable hereunder.
9. This contract may be cancelled at any time at the request of the Insured in writing to The Home Insurance Company, 59 Maiden Lane, New York, New York, and the premium hereon shall be adjusted on the basis of the Company receiving or retaining the customary short term premium. This contract may also be cancelled by or on behalf of the Company by sixty (60) days' notice given in writing to the Insured at the address stated herein and the premium hereon shall be adjusted on the basis of the Company receiving or retaining pro rata premium.
10. It is understood and agreed that premiums and losses hereunder shall be payable in United States Dollars except in respect of operations in the Dominion of Canada for which premium and losses shall be payable in Canadian Dollars, it being understood and agreed that the limits set forth in Insuring Agreement II shall be deemed to read United States Dollars in respect of occurrences arising anywhere in United States of America and/or Mexico and Canadian Dollars in respect of occurrences arising in the Dominion of Canada.
11. This insurance shall be construed as an honorable undertaking, the purposes of which are not to be defeated by a narrow technical construction of its provisions, but shall be subject to a liberal interpretation for the purpose of giving effect to the real intention of the parties hereto.

12.

PERIOD

This contract shall become effective 12:01 A.M. on January 1, 1969, Local Standard Time, and shall continue in force until 12:01 A.M. on January 1, 1972.



NON-PREMIUM ENDORSEMENT

Endorsement No. 1

Issued by -

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	HEC 9 30 47 83		NAMED INSURED	The Greyhound Corporation, and its Subsidiary Companies	
EFFECTIVE DATE	1/1/69		DATE PREPARED	4/21/69	
PRODUCER	Greyhound Brokerage Corp.			PRODUCER NO. - GPC	5354 081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Canadian Schedule

Premium \$1,500.00 Canadian Funds
Producer Tomenson, Saunders Ltd.
401 Bay Street
Toronto, Canada

A. N. Christian

SIGNATURE OF AUTHORIZED REPRESENTATIVE



NON-PREMIUM ENDORSEMENT

Endorsement No. 2

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 9 30 47 83

NAMED INSURED

The Greyhound Corporation, and its Subsidiary Companies

EFFECTIVE DATE

1/1/69

DATE PREPARED

4/21/69

more than 50% owned

PRODUCER

Greyhound Brokerage Corp.

PRODUCER NO. - OPC

5354 081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is hereby agreed that such coverage as is afforded by this Policy is not extended to include Aircraft Services International, Inc.

B. N. Christian
SIGNATURE OF AUTHORIZED REPRESENTATIVE

Cancelled - See End. No. 16
D.C.B.
JAN 5 1971



NON-PREMIUM ENDORSEMENT

Endorsement No. 3

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 9 30 47 83

NAMED INSURED

The Greyhound Corporation, and its Subsidiary Companies

EFFECTIVE DATE

1/1/69

DATE PREPARED

4/21/69

more than 50% owned

PRODUCER

Greyhound Brokerage Corp.

PRODUCER NO. - OPC

5354 081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In the event of new acquisitions, sixty (60) days' notice shall be given to the Company and upon acceptance by the Company, an appropriate additional premium shall be charged hereon.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

A&G 661a
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)This endorsement, effective 1/1/69, forms a part of policy No. HEC 9 30 47 83
(12:01 A. M., standard time)issued to The Greyhound Corporation, and its Subsidiary Companies
more than 50% owned
by The Home Insurance Company

It is agreed that the 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 Underwriters 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, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (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 insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at 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", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 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;

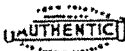
"nuclear facility" means

- (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 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, 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 site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

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


Authorized Representative

NON-PREMIUM ENDORSEMENT



End ament No. 5

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER H.E.C. 9 30 47 83	NAMED INSURED The Greyhound Corporation, etal
EFFECTIVE DATE AND TIME OF ENDORSEMENT 1/1/69	DATE PREPARED 6/11/69
PRODUCER Greyhound Brokerage Corporation	PRODUCER NO. -GPC 5354-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged it is understood and agreed that Item 1 is amended to read as follows:

"The Greyhound Corporation and its subsidiary Companies
50% or more owned"

It is further agreed that Section A, the first Paragraph is amended to read as follows:

" In consideration of the premium paid, The Home Insurance Company (hereinafter called the Company) and The Greyhound Corporation and its Subsidiary Companies 50% or more owned (hereinafter called the Insured) do hereby agree as follows:


SIGNATURE OF AUTHORIZED REPRESENTATIVE

Walt



☐ PREMIUM ENDORSEMENT

Endorsement No. 6

Issued by -

☒ THE HOME INSURANCE COMPANY

☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER HEC 9304783		NAMED INSURED The Greyhound Corporation, etal	
EFFECTIVE DATE 1/1/69		DATE PREPARED 7/7/69	
PRODUCER Greyhound Brokerage Corp.		PRODUCER NO. - DPC 5354-081	

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is hereby understood and agreed that the rate of commission payable under this policy is amended to

MONEY

A. H. Christian

SIGNATURE OF AUTHORIZED REPRESENTATIVE



JUN 11 1970

NON-PREMIUM ENDORSEMENT

Endorsement No. 7

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	HEC 9 30 47 83		NAMED INSURED	The Greyhound Corporation, Etal.	
EFFECTIVE DATE	1-1-70		DATE PREPARED	6-8-70	
PRODUCER	Greyhound Brokerage Corp.			PRODUCER NO. - OPC	5354-081 dc

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that such insurance as is afforded by this policy shall not apply to any claim or claims made against the insured for breach of professional duty by reason of any negligent act, error and omission.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NON-PREMIUM ENDORSEMENT



Endorsement No. 8

JUN 11 1970

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	HEC 9 30 47 83		NAMED INSURED	The Greyhound Corporation, Etal.	
EFFECTIVE DATE AND TIME OF ENDORSEMENT	1-1-70		DATE PREPARED	6-8-70	
PRODUCER	Greyhound Brokerage Corp.			PRODUCER NO. - OPC	5354-081 dc

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that such insurance as is afforded by this policy, shall not apply to the Products Liability Hazard, with respect to any and all Aircraft Products.

It is still further agreed that such insurance as is afforded by this policy, shall not apply to any claim or claims arising out of Grounding. "Grounding" means the withdrawal, in the interest of safety, of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, by reason of the existence or alleged or suspected existence of a like defect, fault or condition therein of a part or parts of such aircraft sold, handled or distributed by the insured or manufactured, assembled or processed by any other person or organization according to specifications, plans, orders or drawings of the insured or with tools, machinery or other equipment furnished to such persons or organizations by the insured, whether such aircraft so withdrawn are owned or operated by the same or different person, firms or corporations.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NON-PREMIUM ENDORSEMENT

Endorsement No. 9

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 9 30 47 83

NAMED INSURED

The Greyhound Corporation, Etal.

EFFECTIVE DATE AND TIME OF ENDORSEMENT

1-1-70

DATE PREPARED

6-8-70

PRODUCER

Greyhound Brokerage Corp.

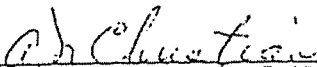
PRODUCER NO. -OPC

5354-081 dc

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that such insurance as is afforded by this policy, shall not apply to property of others in the insureds care, custody or control.

Cancelled - See End. No. 19
D.C.B.
JAN 5 1971



SIGNATURE OF AUTHORIZED REPRESENTATIVE

NON-PREMIUM ENDORSEMENT

Endorsement No. 10

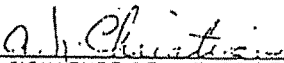
Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	HEC 9 30 47 83	NAMED INSURED	The Greyhound Corporation, Etal.
EFFECTIVE DATE AND TIME OF ENDORSEMENT	1-1-70	DATE PREPARED	6-8-70
PRODUCER	Greyhound Brokerage Corp.	PRODUCER NO. - OPC	5354-081 dc

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that this insurance does not cover any claim or claims arising out of any marine operations.



SIGNATURE OF AUTHORIZED REPRESENTATIVE

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 9 30 47 83

NAMED INSURED

The Greyhound Corporation, Etal.

EFFECTIVE DATE AND TIME OF ENDORSEMENT

1-1-70

DATE PREPARED

6-8-70

PRODUCER

Greyhound Brokerage Corp.,

PRODUCER NO. - OPC

5354-081 dc

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that such insurance as is afforded by this policy shall not apply to any manufacturer of aircraft, engines, or aviation accessories, or any aviation sales of services or repair organization or airport or hanger operators or their respective employees or agents with respect to any occurrence arising out of the operation thereof.

It is further agreed that such insurance as is afforded by this policy shall not apply to any claim or claims arising out of aircraft liability. Aircraft liability means any heavier than air or lighter than air aircraft designed to transport persons or property.

Cancelled - see End. No. 17

A. W. Christian

SIGNATURE OF AUTHORIZED REPRESENTATIVE

FINANCIAL INSTITUTIONS
ENDORSEMENT



Endorsement No. 12

Issued by -

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	HEC 9 30 47 83		
NAMED INSURED	The Greyhound Corporation, Etal.		
EFFECTIVE DATE AND TIME OF ENDORSEMENT	1-1-70		DATE PREPARED
		6-8-70	
PRODUCER	Greyhound Brokerage Corp.		PRODUCER NO. - OPC
		5354-081 dc	

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Notwithstanding anything contained herein to the contrary, it is agreed that this policy shall not apply to the Insured's liability for damages direct or consequential and expenses on account of loss of or damage to the following property while in the care, custody or control of the Insured: money, currency, coin, bullion, precious metals of all kinds and in whatsoever form and articles made therefrom, gems, precious and semi-precious stones, certificates of stock, bonds, coupons and all other forms of securities, bills of lading, warehouse receipts, cheques, drafts, money orders, stamps, insurance policies, and all other negotiable and non-negotiable instruments or contracts representing money or other property (real or personal) or interest therein, and all other documents, valuables, and the like, in which the Insured are interested or the custody of which the Insured have undertaken either gratuitously or otherwise and whether legally liable therefor or not.

It is further agreed that this Policy shall not apply to loss, liability costs and expenses arising from any claim or claims which any person or persons may have against the Insured or which may be made by any person or persons against the Insured by reason of any negligent act, error or omission with respect to Acts, Facts or Law while acting in one or more of the capacities hereinafter mentioned, wheresoever such act or omission to act shall have, or shall be alleged to have occurred or been committed by the Insured or by any officer or employee of the Insured or by any other person or persons employed by the Insured in or about the conduct of any business conducted, or transaction undertaken by or on behalf of the Insured in their capacity as:

- (a) Administrator, Executor, Trustee under Will or Personal Trust Agreement, Committee for Incompetents (known as conservator in the States of Connecticut and Illinois) Guardians and/or as Agent or Sub-Agent for any Administrator, Executor, Trustee under Will or Personal Trust Agreement, Committee for Incompetents or Guardian and/or as Custodian of Securities and/or as Manager of Real and/or Personal Property.
- (b) Interest or Dividend disbursing Agent, Paying Agent, Fiscal Agent, Transfer Agent, Registrar, Agent for voting trustees, warrant agent, depository or agent for a committee of holders of stock or securities, escrow agent or in any similar trust capacity, including any loss or liability while acting as trustee under a corporate bond indenture, a sinking fund agent or receiver and/or trustee appointed by any court in receivership, bankruptcy or reorganization proceedings.

SIGNATURE OF AUTHORIZED REPRESENTATIVE



PREMIUM ENDORSEMENT

Endo. ment No. 13 Page 1

ISSUED BY

☒ THE HOME INSURANCE COMPANY

☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

MOO 930 4783

NAMED INSURED

The Greyhound Corporation, Etal

POLICY INCEPTION

1-1-69

POLICY EXPIRATION

EFFECTIVE DATE AND TIME OF ENDORSEMENT

Various (see below)

DATE PREPARED

9-17-70 CS

PRODUCER

Greyhound Brokerage Corp.

PRODUCER NO. - OPC

5354-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of an additional premium of \$25,000.00,
it is agreed that the Named Insured is amended to include
the following:

Effective Date

New Entity

Jan 1, 1969
Jan 1, 1969
Jan 1, 1969
Jan 1, 1969
Jan 1, 1969

Canadian Coachways (Alberta) Ltd.
Robertson Moving & Storage
Crone Moving & Storage Ltd.
Lyons Moving Ltd.
Computer Personnel Consultants

Sept 8, 1969
Sept 8, 1969
Sept 8, 1969
Sept 8, 1969
Sept 8, 1969
Sept 8, 1969
Sept 8, 1969

Florida Export Tobacco Co. Inc.
Freeport Cruise Shops, Inc.
Florida Export Warehouse Corp.
S.E.B.S. International Inc.
Boheme Cruise Shops Inc.
International Ship Stores, Inc.
International Cruise Shops, Inc.

Nov. 1, 1969

Consultants & Designers, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>A. N. Christen</i>	ADDITIONAL PREMIUM \$ 25,000.00	RETURN PREMIUM \$
DATE SIGNED	PRO RATA OF \$ 35,000.00	PRO RATA OR SHORT RATE OF \$

Complete only if Policy is written on installment plan:

DATES PREMIUM DUE	END. EFF. DATE Month Yr.	ANNIVERSARY DATE Month Yr.	ANNIVERSARY DATE Month Yr.	ANNIVERSARY DATE Month Yr.	*TOTAL
<input type="checkbox"/> ADD'L PREMIUM					
<input type="checkbox"/> RETURN PREMIUM					
REVISED INSTALLMENTS					*AMOUNT SHOWN MUST BE SAME AS IN ADDI- TIONAL PREMIUM OR RETURN PREM. BLOCK.

NON-PREMIUM ENDORSEMENT



Endorsement No. 13 Page 2

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

H30 930 4783

NAMED INSURED

The Greyhound Corporation, Etal

EFFECTIVE DATE AND TIME OF ENDORSEMENT

Various (see below)

DATE PREPARED

9-17-70 CS

PRODUCER

Greyhound Brokerage Corp.

PRODUCER NO. -OPC

5354-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Effective DateNew Entity

Jan 1, 1970
Jan 1, 1970
Jan 15 1970
Jan 29 1970

Greyhound Airport Service Inc.
Greyhound Time Sharing Corp.
Manncraft Exhibitors Service
Alaskan Coachways Ltd.

Feb 10 1970
Feb 10 1970
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Feb 10 1970
Feb 10 1970

Greyhound Computer Service Ltd.
Management Dynamics Holdings
Automatic Data Process Ltd.
Applied Systems & Personnel Ltd.
British Egg Marketing Board
Greyhound Computer Overseas Corp.
Coast to Coast Customs Brokers
Corrigan Lawson Co. Ltd.
Johnson & Matthew Ltd.
Nelson & Harvey
Edgewood Transfer Ltd
Air-Speed Brokers 1962 Ltd.
Walters Transit Corp.
Recreation Lines, Inc.
Royal Blue Tours of N.Y. Inc.
Korea Greyhound
Hausman Bus Parts Company

May 15 1970

Trade Winds

June 1 1970
June 1 1970
June 1 1970
June 1 1970
June 1 1970
June 1 1970

Gray Line of N.Y. Tours
Nassau Air Dispatch
Aircraft Service Inc.
Air Agency Inc.
Florida Aviation Fueling Co.
Shannon Greyhound

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NON-PREMIUM ENDORSEMENT



Endorsement No. 14

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HFC 9304783

NAMED INSURED

The Greyhound Corporation, Etal

EFFECTIVE DATE AND TIME OF ENDORSEMENT

See Below

DATE PREPARED

9-16-70 CS

PRODUCER

Greyhound Brokerage

PRODUCER NO. -OPC

5354-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that such insurance as is afforded by this policy shall not apply to any claim or claims arising out of the operations of Armour and Company and Baldwin-Lima-Hamilton Corporation (Delaware) a subsidiary of Armour and Company.

It is further agreed that the effective date of this endorsement is the date Armour and Company was purchased by the Greyhound Company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE



NON-PREMIUM ENDORSEMENT

Endorsement No. 15

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 9304783

NAMED INSURED

The Greyhound Corp., Etal

EFFECTIVE DATE AND TIME OF ENDORSEMENT

10-1-70

DATE PREPARED

10-29-70 CS

PRODUCER

Greyhound Brokerage Corp.

PRODUCER NO. -GPC

5354-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

SCHEDULE OF UNDERLYING INSURANCES

POLICY NUMBER	PRIMARY CARRIER	COVERAGE	EACH PERSON	EACH ACCIDENT	AGGREGATE
To be Advised	A.A.U.	Aircraft Liability			
		Combined Single Limit Bodily Injury including Passenger Liability and Property Damage	----	\$2,000,000.00	----

B. N. Christian
SIGNATURE OF AUTHORIZED REPRESENTATIVE



NON-PREMIUM ENDORSEMENT

Endorsement No. 16

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 9304783

NAMED INSURED

The Greyhound Corporation Etal

EFFECTIVE DATE AND TIME OF ENDORSEMENT

10-1-70

DATE PREPARED

10-29-70 CS

PRODUCER

Greyhound Brokerage

PRODUCER NO. - OPC

5354-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that endorsement 2 is hereby cancelled in its entirety.

It is further agreed that the Named Insured is amended to include the following:

Aircraft Services International,
Inc.

C. N. Christian

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NON-PREMIUM ENDORSEMENT.



Endorsement No. 17

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	HEC 9304783		
NAMED INSURED	The Greyhound Corp.		
EFFECTIVE DATE AND TIME OF ENDORSEMENT	10-1-70		DATE PREPARED
			10-29-70 CS
PRODUCER	Greyhound Brokerage Corp.		PRODUCER NO. -OPC
			5354-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that endorsement 11 is hereby cancelled in its entirety.

It is further agreed that the servicing of Aircraft is covered by this policy.

It is still further agreed that such insurance as is afforded by this policy for products liability, as defined in this policy, does not apply as respects aircraft products. Aircraft products means Aircraft (including Missiles, spacecraft and/or any ground support or control equipment used therewith) and/or any article furnished by the insured, installed in aircraft and/or spare parts for aircraft including ground handling tools and equipment and also means training aids, instructions, manuals, blue prints, engineering or other data, engineering or other advice.

A. N. Christian

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NON-PREMIUM ENDORSEMENT



Endorsement No. 18

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC 9304783	The Greyhound Corp., Etal
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
10-1-70	11-9-70 CS
PRODUCER	PRODUCER NO. - OPC
Greyhound Brokerage Corp.	5354-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that with respect to property leased, rented, occupied or used by or in the care, custody or control of the insured or any of its employees (other than property of passengers) this excess policy shall only apply 1) In excess of \$5,000,000.00 each occurrence 2) if the insured is legally liable.

Cancelled - see End No. 19
D.C.B.
JAN 5 1971

A. N. Christian

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NON-PREMIUM ENDORSEMENT



Endorsement No. 19

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
FWO 9204783	The Greyhound Corporation
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
10-1-70	11-20-70 33
PRODUCER	PRODUCER NO. -OPC
Greyhound Brokerage	5354-061

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged,
it is agreed that endorsement numbers 9
and 18 are cancelled and the following
substituted.

(It is understood and agreed that all property
owned by the insured or subsidiary companies
is excluded from coverage under this policy.)

It is further understood and agreed that with
respect to property leased, rented, occupied
or used by or in the care, custody or control
of the insured or any of its employees (other
than property of passengers), this excess policy
shall only apply for the ultimate net loss excess
of \$5,000,000.00 legal liability as respect. any
one occurrence, whether insurance shall be pur-
chased by or on behalf of the insured or the insured
shall retain such first loss for its own account.

A. W. Christian

SIGNATURE OF AUTHORIZED REPRESENTATIVE

11-2-70



PREMIUM ENDORSEMENT

End. ment No. 20

ISSUED BY

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC9304783

NAMED INSURED

The Greyhound Corp. Etal.

POLICY INCEPTION

1/1/69

POLICY EXPIRATION

3/1/72

EFFECTIVE DATE AND TIME OF ENDORSEMENT

1/1/72

DATE PREPARED

1/3/72

HVH

PRODUCER

Greyhound Brokerage Corp.

PRODUCER NO. - OPC

5354-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is hereby understood and agreed that the rate of commission payable under this policy is amended to 10%.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

C. H. Christman

ADDITIONAL PREMIUM

S

RETURN PREMIUM

S

DATE SIGNED

PRO RATA OF

S

PRO RATA OR SHORT RATE OF

S

Complete only if Policy is written on installment plan:

DATES PREMIUM DUE	END. EFF. DATE		ANNIVERSARY DATE		ANNIVERSARY DATE		*TOTAL
	Month	Yr.	Month	Yr.	Month	Yr.	
<input type="checkbox"/> ADD'L PREMIUM							
<input type="checkbox"/> RETURN PREMIUM							
REVISED INSTALLMENTS							*AMOUNT SHOWN MUST BE SAME AS IN ADDITIONAL PREMIUM OR RETURN PREM. BLOCK.



PREMIUM ENDORSEMENT

Endors ent No. 21

ISSUED BY

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 9 30 47 83

NAMED INSURED

The Greyhound Corp., etal

POLICY INCEPTION

1/1/69

POLICY EXPIRATION

1/1/72

EFFECTIVE DATE AND TIME OF ENDORSEMENT

1/1/72

DATE PREPARED

12/30/71 eg

PRODUCER

Greyhound Brokerage Corp.

PRODUCER NO. - OPC

5354-081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of an additional premium of \$13,420.00,
it is agreed that the expiration date of this policy is
amended to 3/1/72.

VOID

SIGNATURE OF AUTHORIZED REPRESENTATIVE		ADDITIONAL PREMIUM \$ 13,420.00		RETURN PREMIUM \$		
DATE SIGNED		PRO RATA OF \$ 248,500.00		PRO RATA OR SHORT RATE OF \$		
Complete only if Policy is written on installment plan:						
DATES PREMIUM DUE	END. EFF. DATE Month Yr.	ANNIVERSARY DATE Month Yr.	ANNIVERSARY DATE Month Yr.	ANNIVERSARY DATE Month Yr.	*TOTAL	
<input type="checkbox"/> ADD'L PREMIUM						
<input type="checkbox"/> RETURN PREMIUM						
REVISED INSTALLMENTS					*AMOUNT SHOWN MUST BE SAME AS IN ADDI- TIONAL PREMIUM OR RETURN PREM. BLOCK.	

PREMIUM ENDORSEMENT



Endor ment No. 22

ISSUED BY

☒ THE HOME INSURANCE COMPANY

☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 9 30 47 83

NAMED INSURED

The Greyhound Corp., Etal.

POLICY INCEPTION

1/1/69

POLICY EXPIRATION

1/1/72

EFFECTIVE DATE AND TIME OF ENDORSEMENT

1/1/72

DATE PREPARED

2/2/72 af

PRODUCER

Greyhound Brokerage Corp.

PRODUCER NO. - OPC

5354 - 081

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of an additional premium of \$14,985.00, it is agreed that the expiration date of this policy is amended to 3/31/72.

U. S. Premium - \$14,836.00

Canadian Premium - \$ 149.00

SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>A. N. Christian</i>	ADDITIONAL PREMIUM \$ 14,985.00	RETURN PREMIUM \$
DATE SIGNED	PRO RATA OF \$ 185,000.00	PRO RATA OR SHORT RATE OF \$

Complete only if Policy is written on installment plan:

	END. EFF. DATE	ANNIVERSARY DATE	ANNIVERSARY DATE	ANNIVERSARY DATE	ANNIVERSARY DATE	*TOTAL
DATES PREMIUM DUE	Month Yr.	Month Yr.	Month Yr.	Month Yr.	Month Yr.	
<input type="checkbox"/> ADD'L PREMIUM						
<input type="checkbox"/> RETURN PREMIUM						
REVISED INSTALLMENTS						

*AMOUNT SHOWN MUST BE IN ADDITIONAL PREMIUM OR RETURN PREM. BLOCK.