

**C**

STOCK COMPANY

# The HOME Insurance Company

New York, N. Y.



METROPOLITAN OFFICE, NEW YORK

ITEM 1. Insured's Name and Mailing Address

Producer

The Greyhound Corporation  
Greyhound Tower  
Phoenix, Arizona 85077

Rollins, Burdick, Hunter Co.  
231 South LaSalle Street  
Chicago, Illinois

3/31/72  
Inception (Mo. Day Yr.)

3/31/73  
Expiration (Mo. Day Yr.)

1  
Years

37135  
Producer No.

190  
OPC

RK  
State Loc.

FROM: March 31, 1972

TO: March 31, 1973

12:01 AM Standard Time at the address of the Named Insured as stated herein

ITEM 2. LIMITS OF LIABILITY (As Per Insuring Agreement No. 2)

LIMIT IN ALL IN RESPECT OF EACH OCCURRENCE	\$ 500,000.00
LIMIT IN THE AGGREGATE FOR EACH ANNUAL PERIOD WHERE APPLICABLE	\$ 500,000.00

ITEM 3.

## PREMIUMS

THE PREMIUM IS BASED UPON

FLAT CHARGE

MINIMUM PREMIUM

\$ 295,000.00

ADVANCED PREMIUM

\$ 295,000.00

DURING THE POLICY PERIOD

## PREMIUM IF PAID IN INSTALLMENTS

EFFECTIVE DATE	1st ANNIVERSARY	2nd ANNIVERSARY	TOTAL PREMIUM	\$
			→	

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.

*Joseph F. Quinn*  
Secretary

*John W. Schuman*  
President

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)

DATE

4/25/72

**THE HOME INSURANCE COMPANY**  
New York, New York

**MANUSCRIPT EXCESS LIABILITY POLICY**

(A stock insurance company herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the insuring agreements, limits of liability, definitions, exclusions, conditions, and other terms of this policy:

**INSURING AGREEMENTS**

**I. COVERAGE**

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

- (a) imposed upon the Insured by law,
- or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages, direct or consequential and expenses, all as more fully defined by the term "ultimate net loss" on account of:—

- (i) Personal Injuries, including death at any time resulting therefrom,
  - (ii) Property Damage,
  - (iii) Advertising Liability,
- caused by or arising out of each occurrence happening anywhere in the world.

**II. LIMIT OF LIABILITY**

The Company shall only be liable for the ultimate net loss the excess of either

**THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:**

**1. INSURED**

**Named Insured:** As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company (Hereinafter called the "Named Insured").

The unqualified word "Insured", wherever used in this policy, includes not only the Named Insured but also:—

- (a) any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Insured;
- (b) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or used by them;
- (c) any additional insured (not being the Named Insured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Insured under any underlying insurances as set out in attached Schedule;
- (d) with respect to any automobile owned by the Named Insured or hired for use in behalf of the Named Insured, or to any aircraft owned by or hired for use in behalf of the Named Insured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Insured. The insurance extended by this sub-division (d), with respect to any person or organization other than the Named Insured, shall not apply—
  - 1. to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;
  - 2. to any manufacturer of aircraft, engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of the operation thereof;
  - 3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (d) shall not apply if it restricts the insurance granted under sub-division (c) above.

- (a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances,

- or (b) \$25,000 ultimate net loss in respect of each occurrence not covered by underlying insurances,

(hereinafter called the "underlying limits");

and then only up to a further sum as stated in Item 2 of the Declarations in all in respect of each occurrence—subject to a limit as stated in Item 2 of the Declarations in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy shall

- (1) in the event of reduction pay the excess of the reduced underlying limit
- (2) in the event of exhaustion continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Company's limit of liability.

**2. PERSONAL INJURIES**

The term "Personal Injuries" wherever used herein means bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination (except where it is a violation of a statute or regulation prohibiting such) humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.

**3. PROPERTY DAMAGE**

The term "Property Damage" wherever used herein shall mean loss of or direct damage to or destruction of tangible property (other than property owned by the Named Insured).

**4. ADVERTISING LIABILITY**

The term "Advertising Liability" wherever used herein shall mean:—

- (1) Libel, slander or defamation;
- (2) Any infringement of copyright or of title or of slogan;
- (3) Piracy or unfair competition or idea misappropriation under an implied contract;
- (4) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's Advertising activities.

**5. OCCURRENCE**

The term "occurrence" wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

**6. ULTIMATE NET LOSS**

The term "Ultimate Net Loss" shall mean the total sum which the Insured, or any company as his insurer, or both, become obligated to pay by reason of personal injury, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Insured's or of any underlying insurer's permanent employees.

The Company shall not be liable for expenses as aforesaid when such expenses are included in other valid collectible insurance.

#### 7. AUTOMOBILE

The term "automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

#### 8. AIRCRAFT

The term "aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

#### 9. PRODUCTS LIABILITY

The term "Products Liability" means

- (a) Liability arising out of goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name if the occurrence occurs after possession of such goods or products has been relinquished to others by the Named Insured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Named Insured; provided such goods or products shall

be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;

- (b) Liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Named Insured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph: (i) pick-up or delivery, except from or onto a railroad car, (ii) the maintenance of vehicles, owned or used by or in behalf of the Insured, (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

#### 10. ANNUAL PERIOD

The term "each Annual Period" shall mean each consecutive period of one year commencing from the inception date of this Policy.

#### THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This policy shall not apply:—

- (a) to any obligation for which the Insured or any company as its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law provided, however, that this exclusion does not apply to liability of others assumed by the Named Insured under contract or agreement;
- (b) to claims made against the Insured:
  - (i) for repairing or replacing any defective product or products manufactured, sold or supplied by the Insured or any defective part or parts thereof nor for the cost of such repair or replacement;
  - (ii) for the loss of use of any such defective product or products or part or parts thereof;
  - (iii) for improper or inadequate performance, design or specification; but nothing herein contained shall be construed to exclude claims made against the Insured for personal injuries or property damage (other than damage to the product of the Insured) resulting from improper or inadequate performance, design or specification;
- (c) with respect to advertising activities, to claims made against the Insured for:
  - (i) failure or performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
  - (ii) infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
  - (iii) incorrect description of any article or commodity;
  - (iv) mistake in advertised price;
- (d) except in respect of occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of

war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Except insofar as coverage is available to the Insured in the underlying insurances as set out in the attached Schedule, this policy shall not apply:—

- (e) to liability of any Insured hereunder for assault and battery committed by or at the direction of such Insured except liability for Personal Injury or Death resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing personal injury or property damage; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (f) with respect to any aircraft owned by the Insured except liability of the Named Insured for aircraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (g) with respect to any watercraft owned by the Insured, while away from premises owned, rented or controlled by the Insured, except liability of the Named Insured for watercraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (h) to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment.

#### THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS:—

##### A. PREMIUM

The premium for this policy shall be computed on the basis set forth under Item No. 3 of the policy declarations.

Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the earned premium thus computed is more than the advance premium paid, the named insured shall immediately pay the excess to the company; if less, the company shall return the difference to the named insured; but the company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

- B. In the event of additional Insureds being added to the coverage under the Underlying Insurance during currency hereof prompt notice shall be given to The Company and if an additional premium has been charged for such addition on the Underlying Insurances, The Company shall be entitled to charge an appropriate additional premium hereon.

##### PRIOR INSURANCE AND NON CUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to

the Insured prior to the inception date hereof the limit of liability hereon as stated in Item 2 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy The Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

##### D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE

As regards personal injury (fatal or non-fatal) by occupational disease sustained by an employee of the Insured, this policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an occurrence for which claims is made hereunder.

The Company shall be permitted at all reasonable times during the policy period to inspect the premises, plants, machinery and equipment used in connection with the Insured's business, trade or work, and to examine the Insured's books and records at any time during the currency hereof and within one year after final settlement of all claims so far as the books and records relate to any payments made on account of occurrences happening during the term of this policy.

#### F. CROSS LIABILITY

In the event of claims being made by reason of personal injuries suffered by any employee or employees of one Insured hereunder for which another Insured hereunder is or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

In the event of claims being made by reason of damage to property belonging to any Insured hereunder for which another Insured is, or may be liable then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

Nothing contained herein shall operate to increase Company's limit of liability as set forth in Insuring Agreement II.

#### 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 or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely to involve The Company, in which event the Insured and The Company shall co-operate in all things in the defense of such claim, suit or proceeding.

#### I. APPEALS

In the event the Insured or the Insured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, The Company may elect to make such appeal at their 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 for ultimate net loss exceed the amount set forth in Insuring Agreement II for any one occurrence and in addition the cost and expense of such appeal.

#### J. LOSS PAYABLE

Liability under this policy with respect to any occurrence shall not attach unless and until the Insured, or the Insured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrence. The Insured shall make a definite claim for any loss for which the Company may be liable under the policy within twelve (12) months after the Insured shall have paid an amount of ultimate net loss in excess of the amount borne by the Insured or after the Insured's liability shall have been fixed and rendered certain either by final judgment against the Insured after actual trial or by written agreement of the Insured, the claimant, and The Company. If any subsequent payments shall be made by the Insured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, The Company shall not be relieved by the payment of any claims hereunder because of such bankruptcy or insolvency.

#### L. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

#### M. SUBROGATION

Inasmuch as this policy is "Excess Coverage", the Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

#### N. CHANGES

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

#### O. ASSIGNMENT

Assignment of interest under this policy shall not bind The Company unless and until their consent is endorsed hereon.

#### P. CANCELLATION

This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than 30 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

#### Q. MAINTENANCE OF UNDERLYING INSURANCE

It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Company shall only be liable to the same extent as they would have been had the Insured complied with the said condition.

\_\_\_\_\_  
Authorized Representative

## NON-PREMIUM ENDORSEMENT

GENERAL TORTUOSE  
Endorsement No. 1

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 4344748

NAMED INSURED

The Greyhound Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT

3/31/72

DATE PREPARED

4/25/72

PRODUCER

Rollins, Burdick, Hunter Co.

PRODUCER NO. -SPC

37135-190

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 in the event of a single loss occurrence under both Section A, B & C of this Policy, the maximum limit of the Company's liability shall be \$500,000.00.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

## NON-PREMIUM ENDORSEMENT



Endorsement No. 2

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

NAMED INSURED

HEC 4 34 47 48

The Greyhound Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT

DATE PREPARED

3/31/72

4/25/72 eg

PRODUCER

PRODUCER NO. -OPC

Rollins, Burdick, Hunter Co.

37135-180

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 Item #1, Insured, First Paragraph is deleted in its entirety and replaced by the following:

Named Insured: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as per schedule on file with the Company as of 3/31/72 or hereafter constituted and of which prompt notice has been given to the Company (Hereinafter called the "Named Insured").

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER <b>HEC 4344748</b>	NAMED INSURED <b>The Greyhound Corporation</b>
EFFECTIVE DATE AND TIME OF ENDORSEMENT <b>3/31/72</b>	DATE PREPARED <b>4/25/72</b>
PRODUCER <b>Rollins, Burdick, Hunter Co.</b>	PRODUCER NO. - OPC <b>37135-190</b>

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
<u>THE GREYHOUND CORP.</u>					
	Self- Insured	Comprehensive General Liability including Products Liability Bodily Injury & Property Damage ---		\$750,000.00	---
	Self- Insured	Comprehensive Automobile Liability Bodily Injury & Property Damage ---		\$750,000.00	---
To Be Advised	Various	Employers Liability	---	\$100,000.00	---
To Be Advised	A.A.U.	Aircraft Liability Combined Single Limit Bodily Injury including Passenger Liability and Property Damage	---	\$2,000,000.00	---
To Be Advised	A.I.U. and Others	Non-Owned Aircraft Liability including Care, Custody or Control	---	\$10,000,000.00	---

SIGNATURE OF AUTHORIZED REPRESENTATIVE



Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 4344748

NAMED INSURED

The Greyhound Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT

3/31/72

DATE PREPARED

4/25/72

PRODUCER

Rollins, Burdick, Hunter Co.

PRODUCER NO. -OPC

37135-190

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
<u>ARMOUR AND COMPANY</u>					
	Self-Insured	Comprehensive General Liability including Products Liability			
		Bodily Injury & Property Damage	---	\$50,000.00	---
	INA	Products Liability (Pharmaceuticals only)			
		Bodily Injury & Property Damage	---	\$1,000,000.00	---
	Aetna C & S	Malpractice Experimental (Doctors only)			
		Bodily Injury	---	\$1,000,000.00	---
	Home	Comprehensive Automobile Liability			
		Bodily Injury	\$250,000.00	\$500,000.00	---
		Property Damage	---	100,000.00	---
	Home	Automobile Liability including non-owned and Hired Car coverage (for State of Mass.)			
		Bodily Injury	\$250,000.00	\$500,000.00	---
		Property Damage	---	100,000.00	---

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 4344748

NAMED INSURED

The Greyhound Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT

3/31/72

DATE PREPARED

4/25/72

PRODUCER

Rollins, Burdick, Hunter Co.

PRODUCER NO. -OPC

37135-190

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
	Self-Insured	Employers Liability	---	\$ 50,000.00	---
	Seaboard Surety Co.	Advertisers Liability	---	\$100,000.00	---
	USAIG	Aircraft Liability including Passenger Liability			
		Bodily Injury & Property Damage	---	\$10,000,000.00	---
		(Ireland)			
	To Be Advised	Foreign Comprehensive General Liability			
		Bodily Injury & Property Damage	---	\$250,000.00	---
	To Be Advised	Foreign Comprehensive Automobile Liability			
		Bodily Injury & Property Damage	---	UNLIMITED	---
	To Be Advised	Foreign Employers Liability	---	UNLIMITED	---

SIGNATURE OF AUTHORIZED REPRESENTATIVE

## NON-PREMIUM ENDORSEMENT



Endorsement No. 2

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 4344748

NAMED INSURED

The Greyhound Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT

3/31/72

DATE PREPARED

4/25/72

PRODUCER

Rollins, Burdick, Hunter Co.

PRODUCER NO. -OPC

37135-190

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

AIRCRAFT PRODUCTS LIABILITY EXCLUSION

In consideration of the premium charged, it is 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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

## NON-PREMIUM ENDORSEMENT



Endorsement No. 3

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 4344748

NAMED INSURED

The Greyhound Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT

3/31/72

DATE PREPARED

4/25/72

PRODUCER

Rollins, Burdick, Hunter Co.

PRODUCER NO. - OPC

37135-190

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

GROUNDING LIABILITY EXCLUSION

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 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. 4

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	HEC 4344748		NAMED INSURED	The Greyhound Corporation	
EFFECTIVE DATE AND TIME OF ENDORSEMENT			DATE PREPARED		
3/31/72			4/25/72		
PRODUCER				PRODUCER NO. -OPC	
Rollins, Burdick, Hunter Co.				37135-190	

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 and notwithstanding anything contained heretofore to the contrary, it is agreed that such insurance as is afforded by this Policy with respect to Non-Owned Aircraft Liability shall follow the terms, conditions and exclusions of the A.I.U. and Others set forth in the Schedule of Underlying Insurances excess of the limit(s) set forth therein and not otherwise.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

FINANCIAL INSTITUTIONS  
ENDORSEMENT



SECTION A  
Endorsement No. 5

Issued by -

☒ THE HOME INSURANCE COMPANY

☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER HEC 4344748	NAMED INSURED The Greyhound Corporation
EFFECTIVE DATE AND TIME OF ENDORSEMENT 3/31/72	DATE PREPARED 4/25/72
PRODUCER Rollins, Burdick, Hunter Co.	PRODUCER NO. - OPC 37135-190

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

## NON-PREMIUM ENDORSEMENT



Endorsement No. 6

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	HEC 4344748		NAMED INSURED	The Greyhound Corporation	
EFFECTIVE DATE AND TIME OF ENDORSEMENT			DATE PREPARED		
3/31/72			4/25/72		
PRODUCER				PRODUCER NO. -OPC	
Rollins, Burdick, Hunter Co.				37135-190	

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

## NON-PREMIUM ENDORSEMENT



Endorsement No. 7

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	HEC 4344748		
NAMED INSURED	The Greyhound Corporation		
EFFECTIVE DATE AND TIME OF ENDORSEMENT	3/31/72		DATE PREPARED
PRODUCER		PRODUCER NO. -OPE	
Rollins, Burdick, Hunter Co.		37135-190	

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 or omission.

---

SIGNATURE OF AUTHORIZED REPRESENTATIVE



## NON-PREMIUM ENDORSEMENT



Endorsement No. 8

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	HEC 4344748		NAMED INSURED	The Greyhound Corporation	
EFFECTIVE DATE AND TIME OF ENDORSEMENT			DATE PREPARED		
3/31/72			4/25/72		
PRODUCER				PRODUCER NO. - OPC	
Rollins, Burdick, Hunter Co.				37135-190	

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 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 purchased by or on behalf of the insured or the insured shall retain such loss for its own account.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

## NON-PREMIUM ENDORSEMENT

SECTION A  
Endorsement No. 9

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 4344748

NAMED INSURED

The Greyhound Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT

3/31/72

DATE PREPARED

4/25/72

PRODUCER

Rollins, Burdick, Hunter Co.

PRODUCER NO. -OPC

37135-190

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:

1. Liability assumed by an insured, or any employee or agent of an insured, under any insurance binder or contract of insurance, including but not limited to group plans, trust plans, suretyship, reinsurance, or mortgage agreements and agents agreements.
2. Liability arising out of errors and omissions in the writing or failure to write contracts of the type described in 1. above, or emanating from breach of professional duty as Insurance Agents or Brokers or in its capacity as an Insurance Company.
3. Liability of the insured arising out of errors or omissions in (a) advising, reporting or inspecting in its capacity as an Insurance Company, Insurance Agent or Broker, (b) operating its investment, loss or real estate department, or (c) performance of insurance or professional services by the insured or any other person or entity for whose acts the Insured is legally liable.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

## NON-PREMIUM ENDORSEMENT

SECTION 11  
Endorsement No.10

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	HEC 4344748		
NAMED INSURED	The Greyhound Corporation		
EFFECTIVE DATE AND TIME OF ENDORSEMENT	3/31/72		DATE PREPARED
		4/25/72	
PRODUCER	Rollins, Burdick, Hunter Co.		PRODUCER NO. -GPC
		37135-190	

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 Section A of this policy as respects Personal Injury Liability and Property Damage Liability is extended to include the following additional interest as owner of premises, 2620 Elliot Street, St. Louis, Missouri, but solely as respects the portion of said premises leased to the named insured:

Reinhardt Investment Company

SIGNATURE OF AUTHORIZED REPRESENTATIVE

## NON-PREMIUM ENDORSEMENT

SECTION A  
Endorsement No. 11

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 4344748

NAMED INSURED

The Greyhound Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT

3/31/72

DATE PREPARED

4/25/72

PRODUCER

Rollins, Burdick, Hunter Co.

PRODUCER NO. -OPC

37135-190

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 as respects the named insured's Lease Agreement No. GS-00-B-(s)-1954, this policy is extended, subject to all its terms and conditions to cover the interest of the United States of America, acting by and through the General Services Administration, as additional insured.

It is further agreed that the company shall provide notification to the Director of Regional Finance Management, General Services Administration, 30 Church Street, New York 7, N.Y. in writing thirty (30) days in advance of any change in, or cancelation of, the policies.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

## NON-PREMIUM ENDORSEMENT

SECTION A  
Endorsement No. 12

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	NAMED INSURED
HEC 4344748	The Greyhound Corporation
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
3/31/72	4/25/72
PRODUCER	PRODUCER NO. - OPC
Rollins, Burdick, Hunter Co.	37135-190

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 Section A of this policy as respects personal injury liability and property damage liability is extended to include the following additional interest as owner of premises- 1899-1901 Revere Beach Parkway, Everett, Mass., but solely as respects the portion of said premises leased to the named insured:

United Industries, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

## NON-PREMIUM ENDORSEMENT



Endorsement No. 13

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 4344748

NAMED INSURED

The Greyhound Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT

3/31/72

DATE PREPARED

4/25/72

PRODUCER

Rollins, Burdick, Hunter Co.

PRODUCER NO. - OPC

37135-190

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 Section A, Personal Injury Liability and Property Damage Liability of this policy is hereby extended to include the additional interest of Ryder Truck Rental but only with respect to vehicles leased from Ryder Truck Rental by the Named Insured.

It is further agreed that in the event of cancellation or material change in Section A of this policy, the company will give Ryder Truck Rental a ten (10) day notice of cancellation.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

## NON-PREMIUM ENDORSEMENT



Endorsement No. 14

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 4344748

NAMED INSURED

The Greyhound Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT

3/31/72

DATE PREPARED

4/25/72

PRODUCER

Rollins, Burdick, Hunter Co.

PRODUCER NO. -OPC

37135-190

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 such insurance as is afforded by this policy, shall not apply to damages, direct or consequential, claimed for the withdrawal, inspection, repair, replacement or loss of use of the insured's products or work completed by or for the insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

NAMED INSURED

HEC 4344748

The Greyhound Corporation

EFFECTIVE DATE

DATE PREPARED

3/31/72

4/25/72

PRODUCER

PRODUCER NO. - OPC

Rollins, Burdick, Hunter Co.

37135-190

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 paragraph (b) of Insuring Agreement 11, Limit of Liability is hereby amended to read as follows:

(b) \$50,000.00 ultimate net loss in respect of each occurrence not covered by underlying insurances.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE.



Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER HEC 4344748	NAMED INSURED The Greyhound Corporation
EFFECTIVE DATE AND TIME OF ENDORSEMENT 3/31/72	DATE PREPARED 4/25/72
PRODUCER Rollins, Burdick, Hunter Co.	PRODUCER NO. -OPC 37135-190

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

EXCLUSIONCONTAMINATION OR POLLUTION

It is agreed that the insurance does not apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water-course or body of water; but this exclusion does not apply, if such discharge, dispersal, release or escape is sudden and accidental.

It is further understood and agreed that in no event shall coverage provided by this policy for Contamination or Pollution be broader than that provided by the Underlying Insurances set forth in the Schedule of Underlying Insurances.

---

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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

This endorsement, effective 3/31/72 (12:01 A.M., standard time), forms a part of policy No. HEC 4344748

issued to

The Greyhound Corporation

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

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 4 34 47 48

NAMED INSURED

The Greyhound Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT

3/31/72

DATE PREPARED

9/1/72 3D

PRODUCER

Rollins, Burdick, Hunter Co.

PRODUCER NO. - OPC

37135-190

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

It is agreed that Section A, Endorsement No. 1, Page 2, Schedule of Underlying Insurance, as respects "Armour and Company" is hereby amended in part to delete both automobile policies issued by the Home and replaced by the following:

<u>Primary Carrier</u>	<u>Coverage</u>	<u>Each Person</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
General Fire	Comprehensive Automobile Liability Bodily Injury & Property Damage	---	\$750,000.00 C.S.L.	---
General Fire	Automobile Liability Including Non-owned & Hired Car Coverage (For State of Mass.) Bodily Injury & Property Damage	---	\$750,000.00 C.S.L.	---

SIGNATURE OF AUTHORIZED REPRESENTATIVE

SECTION B

Policy No. HEC 4 34 47 48

Excess Workmen's Compensation and Employers' Liability Policy

DECLARATIONS

- Item 1. Name of Insured - Armour and Company  
Address - 401 North Wabash Avenue  
Chicago, Illinois
- Item 2. Policy Period - From: March 31, 1972  
To: March 31, 1973  
12:01 A.M. Standard Time at the address  
of the insured as stated herein.
- Item 3. Paragraph (a) of Insuring Agreement I applies to the workmen's  
compensation law and any occupational disease law of each of  
the following states:  
  
All Self-Insured States but only as respects Armour and Company.
-

Excess Workmen's Compensation and Employers' Liability

In consideration of the payment of the premium as herein provided, and of their respective agreements as herein set forth,

THE HOME INSURANCE COMPANY  
59 MAIDEN LANE  
NEW YORK, NEW YORK

A Stock Insurance Company  
(herein called the Company)

and the party or parties, named in the Declarations made a part hereof, (herein called the insured), do hereby agree as follows:

INSURING AGREEMENTS

I. Workmen's Compensation and Employers' Liability

The Company hereby agrees to indemnify the insured against excess loss; subject to the limitations, conditions and other terms of this policy, which the insured may sustain on account of:

- (a) compensation and other benefits required of the insured by the workmen's compensation law; and
- (b) sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease; including death at any time resulting therefrom, sustained in the United States of America, its territories or possessions, or Canada by any employee of the insured arising out of and in the course of his employment by the insured either in operations in a state designated in Item 3 of the declarations or in operations necessary or incidental thereto,

as a result of injury (1) by accident occurring during the policy period, or (2) by disease caused or aggravated by exposure of which the last day of the last exposure, in the employment of the insured, to conditions causing the disease occurs during the policy period.

II. Limit of Liability - Retained Limit(s)

The Company's limit of liability under this policy shall be only for the ultimate net loss in excess of Fifty Thousand (\$50,000.00) Dollars (herein called the retained limit(s) and then only up to an amount not exceeding Five Hundred Thousand Dollars; (\$500,000.00) provided that the retained limit(s) and the Company's limit of liability shall apply to:

- (a) bodily injury by accident, including death resulting therefrom, sustained by one or more employees in each accident, or
- (b) bodily injury by disease, including death resulting therefrom, sustained by each employee.

The inclusion herein of more than one insured shall not operate to increase the retained limit(s) or the Company's limit of liability.

#### EXCLUSIONS

This policy does not apply:

- (a) to loss arising out of operations (1) as respects which the insured carries a full coverage workmen's compensation or employers' liability policy, or (2) as respects which the insured has rejected any workmen's compensation law;
- (b) unless required by law or described in the declarations to domestic employment or to farm or agricultural employment;
- (c) under paragraph (b) of Insuring Agreement I, to liability assumed by the insured under any contract or agreement;
- (d) under paragraph (b) of Insuring Agreement I, (1) to punitive or exemplary damages on account of bodily injury to or death of any employee employed in violation of law, or (2) with respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof;
- (e) under paragraph (b) of Insuring Agreement I, to bodily injury by disease unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages because of such injury or death resulting therefrom;
- (f) under paragraph (b) of Insuring Agreement I, to any obligation for which the insured or any carrier as its insurer may be held liable under any workmen's compensation or occupational disease law of a state designated in Item 3, of the declarations, any other workmen's compensation or occupational disease law, any unemployment compensation or disability benefits law, or under any similar law.

## CONDITIONS

### A. Qualified Self-Insurer

The insured, by the acceptance of this policy, warrants that it has qualified as a self-insurer as provided in the workmen's compensation law and will continue to maintain such qualifications during the period of this policy. In the event the insured should at any time while this policy is in force terminate its qualifications as a self-insurer or if such qualifications should be cancelled or revoked, this policy, to the extent of such termination, cancellation or revocation, shall automatically terminate at the same time.

### B. Premium Computation

The premium basis and rates for the classifications of operations described in the declarations are as stated therein. Classifications not so described, unless specifically excluded by this policy, shall be deemed to come within the provisions of this policy, and the insured agrees to pay a premium therefor, at the time of the adjustment of the premium hereunder, at rates to be determined. When used as a premium basis, "remuneration" means the entire remuneration, computed in accordance with the manuals in use by the Company, earned during the policy period by (a) all executive officers and other employees of the insured engaged in operations covered by this policy, and (b) any other person performing work which may render the insured liable for injury to or death of such person in accordance with the workmen's compensation law. "Remuneration" shall not include the remuneration of any person within division (b) foregoing if the insured maintains evidence satisfactory to the Company that the payment of compensation and other benefits under such law to such person is secured by other valid and collectible insurance or by any other undertaking approved by the governmental agency having jurisdiction thereof. The advance premium shown in the declarations is a deposit only which shall be held by the Company and credited against the premium found to be due the Company upon termination of this policy. Upon expiration of each twelve (12) month period of the policy, or if this policy is sooner terminated, the actual amount of the remuneration earned during such earned period shall be exhibited to the Company, as provided in Condition C hereof, and the earned premium adjusted in accordance therewith at the rates and under the conditions herein specified. If the earned premium for the last twelve (12) month period of the policy exceeds the advance premium paid, the insured shall pay the additional amount to the Company; if less, the Company shall return to the insured the unearned portion, but the Company shall receive and retain the annual minimum premium for each twelve (12) month period of the policy.

C. Inspection Examination

The Company shall be permitted at all reasonable times during the policy period and any extension thereof to inspect the premises, plants, machinery and equipment used in connection with the insured's business, trade or work, and to examine the insured's books and records at any time during the currency hereof and within three years after its termination, for the purpose of determining the actual premium earned while this policy was in force and within three years after final settlement of all claims so far as the books and records relate to any payments made on account of injuries happening during the term of this policy, but the Company waives no rights and undertakes no responsibility by reason of such inspection or examination or the omission thereof.

D. Definitions

- (a) Workmen's Compensation Law. The unqualified term "workmen's compensation law" means the workmen's compensation law and any occupational disease law of a state designated in Item 3 of the declarations (including the United States Longshoremen's and Harbor Workers' Compensation Act if so specified in Item 3 of the declarations), while the insured is a duly qualified self-insurer under such law, but does not include those provisions of any such law which provided non-occupational disability benefits.
- (b) State. The word "state" means any state or territory of the United States of America and the District of Columbia.
- (c) Bodily Injury by Accident; Bodily Injury by Disease. The contraction of disease is not an accident within the meaning of the word "accident" in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident." The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident."
- (d) Assault and Battery. Under paragraph (b) of Insuring Agreement I, assault and battery shall be deemed an accident unless committed by or at the direction of the insured.
- (e) Damages because of Bodily Injury by Accident or Disease, Including Death At Any Time Resulting Therefrom. The words damages because of Bodily Injury by accident or disease, including death at any time resulting therefrom," in paragraph (b) of Insuring Agreement I include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others



to recover the damages obtained from such others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment.

- (f) Ultimate Net Loss. The term "ultimate net loss," as used in this policy, shall mean the sum actually paid in cash in the settlement or satisfaction of losses for which the insured is liable, either by adjudication or compromise with the written consent of the Company, after making proper deductions for all recoveries, but shall exclude all salaries of employees and office expenses of the insured incurred in investigation, adjustment and litigation. Nothing herein contained shall be construed to mean that the insured shall be required to enforce by legal action any rights of subrogation before the Company shall pay any loss for which it may be liable hereunder. Other loss and legal expenses (including court costs and interest on any judgment or award) incurred with the consent of the Company shall be apportioned in proportion to the respective interests as finally determined.

E. Notice of Injury

Upon the occurrence of injury by accident or disease that appears reasonably likely to involve liability on the part of the Company, written notice shall be given by or on behalf of the insured to the Company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also the fullest information obtainable at the time. The insured shall give like notice, with full particulars, of any claim made on account of such injury. If thereafter suit or other proceeding is instituted against the insured to enforce such claim, the insured shall, when requested by the Company, forward to the Company every demand, notice, summons or other process or true copies thereof, received by the insured or the insured's representatives, together with copies of reports of investigations made by the insured with respect to such claim, suit or proceeding.

F. Cooperation of the Insured

The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit 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 injury where the claim or suit involves, or appears reasonably likely to involve the Company, in which event the insured and the Company shall cooperate in all things in the defense of such claim, suit or proceeding.

G. Legal Costs

Should any claim or claims arise out of occurrence of injury by accident or disease, appearing likely to exceed the retained limit(s), no costs shall be incurred on behalf of the Company without its consent being first obtained. Should such claim or claims be adjusted prior to trial court judgment for a sum or aggregate sum of not more than the retained limit(s), then no costs shall be payable by the Company. Should, however, the sum or aggregate sum for which claim or claims are adjustable prior to the rendering of trial court judgment or judgments exceed the retained limit(s), then the Company, if it consents to trial court proceedings continuing, shall contribute to the costs in the ratio that its proportion of the liability for the judgment or judgments rendered, or settlement or settlements made, bears to the whole amount of said judgment or settlement or judgments or settlements.

H. Appeals

In the event the insured elects not to appeal a judgment in excess of the retained limit(s), the Company may elect to take such appeal at its 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 for ultimate net loss exceed the amount set forth in Insuring Agreement II as its limit of liability, plus the cost and expense of such appeal.

I. Loss Payable

The Company shall pay any loss for which it may be liable under this policy in the following manner;

1. As respects paragraph (a) of Insuring Agreement I, payment shall first be made by the insured in accordance with the provisions of the workmen's compensation law, and the Company shall reimburse the insured for such loss periodically, at intervals of not less than one month, upon receipt from the insured of proper proofs of payment. No voluntary commutation of compensation awards to a lump sum basis shall be made by the insured without the consent of the Company.
2. As respects paragraph (b) of Insuring Agreement I, where damages are recovered against the insured, payment shall be made by the Company within thirty (30) days after proper proofs of payment by the insured shall have been received by the Company.

J. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy.

K. Other Insurance

If the insured carries other valid and collectible insurance, reinsurance or indemnity with any other insurer covering a loss also covered by this policy (other than insurance that is purchased to apply in excess of the sum of the retained limit(s) and the limit of liability hereunder), the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. If the insured carries other insurance with the Company covering a loss within the limit covered by this policy, the insured must elect which policy shall apply, and the Company shall be liable under the policy so elected and shall not be liable under any other policy.

L. Subrogation

In the event of any payment under this policy, the Company shall be subrogated, to the extent of such payment, to all the insured's rights of recovery therefor and the insured shall execute all papers required and shall do everything that may be necessary to secure such rights. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount shall be apportioned as follows: The Company shall first be reimbursed to the extent of its actual payment hereunder, if any balance then remains said balance shall be applied to reimburse the insured. The expenses of all proceedings necessary to the recovery of any such amount shall be apportioned between the insured and the Company 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 expense thereof shall be borne by the Company.

M. Changes

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

N. Assignment

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon.

0. Cancellation

This policy may be cancelled by the insured by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the insured at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the insured or by the Company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata.

Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid shall be sufficient tender of any refund of premium due to the named insured.

If this policy insures more than one insured, cancellation may be effected by the insured first named in Item 1 of the declarations for the account of all the named insureds; notice of cancellation by the Company to such first named insured shall be deemed to be notice to all insureds and payment of any earned premium to such first named insured shall be for the account of all interests therein.

---

Authorized Representative

## NON-PREMIUM ENDORSEMENT



Endorsement No. 1

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 4344748

NAMED INSURED

The Greyhound Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT

3/31/72

DATE PREPARED

4/25/72

PRODUCER

Rollins, Burdick, Hunter Co.

PRODUCER NO. - OPC

37135-190

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

In is understood and agreed that this policy insures payment of the Workmen's Compensation Law of New Hampshire within the limits established by its provisions, pursuant to revised statutes annotated, chapter 281, as amended.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

## NON-PREMIUM ENDORSEMENT

SECTION B  
Endorsement No. 2

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	HEC 4344748		NAMED INSURED	The Greyhound Corporation	
EFFECTIVE DATE AND TIME OF ENDORSEMENT			DATE PREPARED		
3/31/72			4/25/72		
PRODUCER				PRODUCER NO. -OPC	
Rollins, Burdick, Hunter Co.				37135-190	

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 any money received by the self-insurer under the provisions of this contract shall be deposited in such bank as the Department of Labor of the State of New Hampshire may determine, and any such money shall be held in trust for the payment of any liabilities incurred by the self-insurer under chapter 281, as amended.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

## NON-PREMIUM ENDORSEMENT

SECTION B  
Endorsement No. 3

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER

HEC 4344748

NAMED INSURED

The Greyhound Corporation

EFFECTIVE DATE AND TIME OF ENDORSEMENT

3/31/72

DATE PREPARED

4/25/72

PRODUCER

Rollins, Burdick, Hunter Co.

PRODUCER NO. -OPC

37135-190

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 the use or disposition of any money received by the insured under the provisions of this policy and deposited in approved bank shall be subject to the approval of the Department of Labor, State of New Hampshire.

It is further agreed that no such money shall be assignable or subject to attachment or be liable in any way for the debt of the insured unless incurred under chapter 281 of the Workmen's Compensation Law.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

## NON-PREMIUM ENDORSEMENT



Endorsement No. 4

Issued by -

☐ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	HEC 4344748	NAMED INSURED	The Greyhound Corporation
EFFECTIVE DATE AND TIME OF ENDORSEMENT	3/31/72	DATE PREPARED	4/25/72
PRODUCER	Rollins, Burdick, Hunter Co.	PRODUCER NO. -OPC	37135-190

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, if any party to this contract desires to cancel said contract, such cancellation shall not become effective for a period of thirty days from filing of cancellation notice with the Department of Labor, State of New Hampshire, by Certified Mail, Return Receipt.

---

SIGNATURE OF AUTHORIZED REPRESENTATIVE



SECTION C

POLICY NO. HEC 4 34 47 48

BOILER INSURANCE CONTRACT - Excluding Armour and Company

1. The Company, subject to the limitations, conditions, definitions and other terms contained in this contract, agree to indemnify The Greyhound Corporation 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 Five Hundred Thousand Dollars (\$500,000.00) 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 March 31, 1972 Local Standard Time, and shall continue in force until 12:01 A.M. on March 1, 1973.

---

Authorized Representative

**D**

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
SAN DIEGO REGION

Clairemont Mesa Blvd., Ste. B  
San Diego, California 92124-1331  
Telephone: (619) 285-5114

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

P 116 722 306

May 19, 1989

RECEIVED

MAY 23 1989

ENVIRONMENTAL V.H.S.

Mr. Vernon Sorgee, Director  
Environmental Management  
Greyhound Lines, Inc.  
901 Main Street, Suite 2500  
Dallas, Texas 75202

Dear Mr. Sorgee:

RE: CLEANUP AND ABATEMENT ORDER NO. 89-49

Enclosed is Cleanup and Abatement Order No. 89-49. This Cleanup and Abatement Order is being issued to Greyhound Lines, Inc. under the authority of California Water Code section 13304 in response to the presence of petroleum hydrocarbon contamination in the soil and ground water beneath the Greyhound Maintenance Center at 539 First Avenue, San Diego, California which is presently owned by Greyhound Lines, Inc.

Basically, the Cleanup and Abatement Order directs Greyhound Lines, Inc. to clean up the soil contamination, remove free product (if any), and clean up ground water to the satisfaction of the Regional Board Executive Officer.

The Order requires Greyhound Lines, Inc. to conduct a subsurface investigation to characterize the vertical and horizontal extent of contamination in the soil and ground water (both free product and dissolved). This report is due no later than August 31, 1989. The Order also requires Greyhound Lines, Inc. to submit quarterly monitoring/progress reports to this office until, in the opinion of the Executive Officer, the cleanup can be considered complete. The first quarterly progress report is due no later than September 30, 1989. A copy of these monitoring reports should also be sent to the Hazardous Materials Management Division of the County of San Diego Department of Health Services.

You are hereby notified that you have the right to a public hearing before the Regional Board concerning Cleanup and Abatement Order No. 89-49. If you desire to have a public hearing at the Regional Board's next meeting on July 10, 1989 meeting, you must notify this office of your request in writing by June 20, 1989. If no written request for a public hearing is received by June 20, 1989, then a public hearing will not be scheduled. The July 10, 1989 Regional Board meeting will begin at 9:00 a.m. in Room B109 of the State Office Building, 1350 Front Street, San Diego.

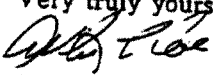
I strongly urge a prompt and complete response to each directive of Cleanup and Abatement Order No. 89-49. My staff will be happy to work with you toward achieving compliance with the Cleanup and Abatement Order.

Mr. Vernon Sargee  
May 19, 1989

-2-

If you have any questions, please contact Mr. John Anderson at (619) 265-5114.

Very truly yours,

  
LADIN H. DELANEY  
Executive Officer

JPA

Enclosure

cc: Ms. Sheila Vassey, Office of Chief Counsel, State Water Resources Control Board,  
Sacramento.

Mr. Kevin Heaton, Hazardous Materials Management Division, County of San Diego  
Department of Health Services, San Diego.

Mr. John Clemons, White & Bright, 355 W. Grand Avenue, Ste. 2, Escondido, California  
92025

Mr. Jeffrey R. Stoke, Lillick & McHose, 101 West Broadway, 18th floor, San Diego

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
SAN DIEGO REGION

CLEANUP AND ABATEMENT ORDER NO. 89-49

GREYHOUND LINES, INCORPORATED  
GREYHOUND MAINTENANCE CENTER  
539 FIRST AVENUE, SAN DIEGO  
PARCEL NO. 535-072-03-00  
BLOCK 92, LOTS C THRU J  
SAN DIEGO COUNTY

California Regional Water Quality Control Board, San Diego Region (hereinafter Regional Board) finds that:

1. Greyhound Lines, Inc. (hereinafter Greyhound) owns and operates a bus maintenance center at 539 First Avenue. The site is within the San Diego Mesa Hydrographic Subunit (8.2) of the Coronado Hydrographic Unit (8.0).
2. On September 9, 1987, the Regional Board sent a letter to Greyhound requesting information regarding past practices associated with the subject site.
3. By letter dated September 21, 1987, Greyhound informed the Regional Board that five tanks currently exist at the facility. They include:
  - One small, abandoned steel waste oil tank,
  - Two 10,000 gallon steel diesel tanks,
  - One 8,000 gallon steel motor oil tank, and
  - One 1,000 gallon steel waste oil tank.
4. The site is a part of the Marina Redevelopment Project in the center city area of the City of San Diego. The project is being administered by the Redevelopment Agency of the City of San Diego. The Centre City Development Corporation, Inc. (CCDC) is a nonprofit corporation established by the City of San Diego to administer downtown redevelopment projects, including the Marina Redevelopment Project.
5. In 1987, CCDC discovered a subsurface hydrocarbon plume near the intersection of Market Street and First Avenue. The subsurface plume is composed of petroleum hydrocarbon with a carbon chain which ranges from gasoline to diesel and appears to be an accumulation of several coalescing sources. A 3.0 foot thickness of petroleum hydrocarbon was measured in a ground-water monitoring well adjacent to the eastern boundary of the subject property. The subject site is on the southern margin of this hydrocarbon plume.
6. By letter dated November 12, 1987, Regional Board staff requested Greyhound to conduct a subsurface investigation to ascertain whether or not fuel has been discharged into the environment.
7. In response to our letter of November 12, 1987, Regional Board staff received, and subsequently approved, a workplan from Applied GeoSystems for Greyhound. According to the workplan, the small waste oil tank mentioned in Greyhound's September 21, 1987 letter, appears to be a 5,000 gallon tank, presumably constructed of steel.

8. Regional Board staff subsequently received a technical subsurface investigation report summary, dated February 12, 1988, and additional information submitted by letter, dated February 23, 1988, from Greyhound. This information was inadequate to determine whether the tank system had discharged fuel to the subsurface.
9. By letter dated April 1, 1988, Regional Board staff requested Greyhound to conduct a new subsurface investigation.
10. Greyhound submitted the requested technical report prepared by Kleinfelder, Inc. dated December 21, 1988. Regional Board staff requested additional information by letter dated March 24, 1989. Greyhound has submitted a portion of the requested information in a letter dated May 3, 1989.
11. The following pertinent information has been provided to date:
  - a. The two 10,000 steel fuel tanks and the 5,000 gallon waste oil tank (abandoned about 1975) were installed in 1953 and are now 36 years old. The tanks apparently do not have secondary containment nor are they equipped with cathodic protection.
  - b. From 1953 to 1967, the 10,000 gallon tanks held leaded gasoline. From 1967 to 1973, they held diesel No. 1-D. From 1974 to Present, they have held diesel No. 2-D.
  - c. The two 10,000 gallon steel tanks are believed to extend to a depth of 12 feet. To date, however, no soil samples, above the 15-foot horizon, have been analyzed for petroleum hydrocarbons.
  - d. The Kleinfelder report indicated that a maximum organic vapor meter reading of >1,000 occurred at the 10-foot sampling point, however no soil sample analysis was performed. It appears that there is soil contamination which occurs above the historic high ground-water level (16-18 feet below ground surface), and occurs within 10 feet of the 10,000 gallon tanks.
  - e. Monitoring wells drilled near the 10,000 gallon tanks detected 4 to 5 feet of floating hydrocarbon product. The floating product beneath the facility contains the same petroleum hydrocarbon constituents which have historically been stored on site in the 10,000 gallon tanks.
  - f. Results of precision tests conducted by Greyhound in 1987 and 1988 indicate that the 4 active tanks are leaking small amounts of product.
  - g. No information has been provided by Greyhound regarding whether the abandoned waste oil tank still contains waste oil.
  - h. No information has been provided regarding whether the product lines and associated piping have been precision tested.
  - i. Significant soil and ground-water contamination exists beneath the site at the 15 to 20 feet depth. Soil above the 15 foot level has not been adequately assessed.



12. From available data, it appears that a discharge of hydrocarbon fuel to the environment has occurred, and is still occurring, in the vicinity of the Greyhound maintenance center tanks and that the discharge has reached the historic water table.
13. The *Comprehensive Water Quality Control Plan Report, San Diego Basin (9)* (Basin Plan) was adopted by this Regional Board on March 17, 1975; approved by the State Water Resources Control Board on March 20, 1975; and updated by the Regional Board on February 27, 1978; March 23, 1981; January 24 and October 3, 1983; August 27, 1984; and December 16, 1985. The updates were subsequently approved by the State Board.
14. The Basin Plan established no beneficial uses for surface or ground waters in the San Diego Mesa Hydrographic Subunit.
15. The Basin Plan established the following beneficial uses for San Diego Bay:
  - a. Industrial Service Supply
  - b. Navigation
  - c. Water Contact Recreation
  - d. Non-Contact Water Recreation
  - e. Ocean Commercial And Sport Fishing
  - f. Saline Water Habitat
  - g. Preservation of Rare and Endangered Species
  - h. Marine Habitat
  - i. Fish Migration
  - j. Shellfish Harvesting
16. The quality of the ground water of the San Diego Mesa Hydrographic Subunit and of the San Diego Bay water is subject to the provisions of the State Water Resources Control Board's Resolution No. 68-16, *Statement of Policy with Respect to Maintaining High Quality Waters in California*. This policy is incorporated in the Basin Plan. Under the terms and conditions for Resolution No. 68-16, the existing (predischarge) quality of ground water in the San Diego Mesa Hydrographic Subunit and the surface water of San Diego Bay must be maintained unless it is demonstrated that a decrease in water quality (1) will be consistent with maximum benefit to the people of the state, (2) will not unreasonably affect beneficial uses, and (3) will not result in water quality less than that prescribed in the Basin Plan or other adopted policies.
17. The Basin Plan contains the following prohibition:

"Dumping or deposition of oil, garbage, trash or other solid municipal, industrial or agricultural waste into natural or excavated sites below historic water levels or deposition of soluble industrial wastes at any site is prohibited, unless such site has been specifically approved by the Regional Board for that purpose."

The subject site has not been specifically approved by the Regional Board for the above purpose.

18. Section 13304(a) of the California Water Code states the following:

"Any person who has discharged or discharges waste into the waters of this state in violation of any waste discharge requirement or other order or prohibition issued by a regional board or the state board, or who has caused or permitted, cause or permits, or threatens to cause or permit any waste to be discharged or deposited where it is, or probably will be, discharged into the waters of the state and creates, or threatens to create, a condition of pollution or nuisance, shall upon order of the regional board clean up such waste or abate the effects thereof or, in the case of threatened pollution or nuisance, take other necessary remedial action."

19. Greyhound has caused or permitted petroleum hydrocarbons to be discharged or deposited on the site where such wastes have been and probably will be discharged into the ground water. The on-going discharge of petroleum hydrocarbons to the ground water has resulted in pollution of the ground water and threatens to pollute waters of San Diego Bay for beneficial uses listed in Finding No. 15. Additionally, the on-going discharge violates Resolution 68-16 because the Regional Board finds that the decrease in ground-water quality is not consistent with the maximum benefit to the people of the state.
20. These discharges have polluted and threaten to further pollute ground water of the basin and threaten to pollute surface water of San Diego Bay.
21. Regional Board files indicate that the ground water has a total dissolved solids (TDS) concentration that ranges from 1,085 to 3,080 parts per million (ppm) and, under the federal definition, qualifies as a potential underground source of drinking water. The United States Environmental Protection Agency's (EPA) definition of an "underground source of drinking water" is found in Title 40, Code of Federal Regulations (40 CFR), Section 146.3, and states the following:

"Underground source of drinking water (USDW) means an aquifer or its portion:

- (1) (i) Which supplies any public water system; or
- (ii) Which contains a sufficient quantity of ground water to supply a public water system; and
  - (a) Currently supplies drinking water for human consumption; or
  - (b) Contains fewer than 10,000 mg/l total dissolved solids; and
- (2) Which is not an exempted aquifer."

As defined under 40 CFR Section 141.2(e) a "public water system" means:

- 1. "a system for the provision to the public of piped water for human consumption, if such system has at least fifteen service connections or regularly serves an average of at least twenty-five individuals daily at least 60 days out of the year."

Presently, the ground water is not being used as a drinking water source. However, some time in the future this water source may be utilized. The discharge of petroleum hydrocarbons degrades the existing water quality and renders it unusable for drinking water unless the ground water is treated.

22. The ground water beneath the site is in continuity with waters of the bay. The petroleum hydrocarbon concentrations are hazardous to marine life and may impact other beneficial uses of San Diego Bay, as described in Finding No. 15, if allowed to migrate to the bay.
23. Greyhound has demonstrated negligence in the discharge of petroleum hydrocarbons to the environment as follows:
  - a. Single-walled steel tank construction which is subject to corrosion,
  - b. No cathodic protective coating of the tanks,
  - c. No early warning site monitoring to detect any discharges,
  - d. No tank over-spill protection, and
  - e. The lack of thorough and adequate tank tests, given the age (36 years old) of the steel tanks.
24. Greyhound installed the underground fuel tanks at the site. The existence of soil and ground-water contamination at the site indicates that the tanks and/or associated piping has leaked. Petroleum hydrocarbon from the tanks has been and are being discharged to the ground water. These discharges constitute a continuing public nuisance in violation of Civil Code Section 3490. The discharges also violated Health and Safety Code Section 5411 and California Water Code Section 13304(a).
25. Civil Code Section 3490 prohibits the creation or continuation of a public nuisance. The courts have held that water pollution constitutes a public nuisance. In addition, Health and Safety Code Section 5411 prohibits the discharge of waste which will result in pollution, contamination, or nuisance. The past and on-going subsurface discharge of petroleum hydrocarbons has resulted in pollution and in threatened pollution.
26. For reasons explained above, the Regional Board finds that Greyhound has discharged and is discharging petroleum hydrocarbons at the site in violation of Section 13304(a) of the California Water Code.
27. Regional Board considers this property one of several properties which have contributed to the ground-water plume for which Cleanup and Abatement Orders will be issued to collectively mitigate the contamination.
28. This enforcement action is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, Section 21000 et. seq.) in accordance with Section 15321, Chapter 3, Title 14, California Code of Regulations.

IT IS HEREBY ORDERED, that pursuant to Section 13304 of the California Water Code, Greyhound Lines, Inc. (hereinafter the discharger) shall comply with the following directives:

1. The discharger shall conduct a subsurface investigation and submit the results in a report to this office, no later than August 31, 1989, which characterizes the vertical and horizontal extent of petroleum hydrocarbon contamination in the soil and ground water (both free product and dissolved) resulting from the unauthorized release from the maintenance center at the subject site. The report shall contain the following information:

use  
edify  
Site  
Baseline

- a. A site map showing the location of all borings and monitoring wells.
- b. Provide a true and accurate map which depicts all past and present tank locations and all associated piping and any underground utilities that might act as conduits along which petroleum hydrocarbons could migrate.
- N/A c. Answers to the following questions:

(1). Why was the 5,000 gallon waste oil tank abandoned? N/A  
Has this tank ever been precision tested for tightness? Was the tank abandoned with waste oil still in the tank? Is there waste oil presently in the tank?

(2). Why did the 1976 plot plan state that the diesel fuel tanks will be abandoned? N/A

(3). Has the piping and associated product lines ever precision tested for tightness? Were product lines ever repaired or replaced? N/A

(4). How long does Greyhound retain repair and product inventory reconciliation records? 3 yrs

N/A d. The water levels and fuel product thicknesses in all wells on or immediately adjacent to the property (to the nearest 0.01 foot). N/A

de

- e. - A site map showing the contours and/or boundary of the soil contamination. ~~found under tanks or piping that is due to leaks or spills from fills~~
- f. A site map showing the hydrologic contours and the boundary of the free product plume and the dissolved product ground-water contamination.

include

g. All soil samples should be analyzed for the following:

- (1). Benzene, Toluene, Ethylbenzene, and total Xylenes (using EPA method 8020),
- (2). Total Petroleum Hydrocarbons [using EPA method 418.1 and California Department of Health Services (CDOHS) method],
- (3). Organic Lead (using CDOHS method),
- (4). Polynuclear Aromatic Hydrocarbons (using EPA method 8100).

N/A h. All ground-water samples should be analyzed for the following:

- (1). Benzene, Toluene, Ethylbenzene, and total Xylenes (using EPA method 8020)
- (2). Total Petroleum Hydrocarbons (using CDOHS method)
- (3). Total Lead (using EPA method 7421)
- (4). Polynuclear Aromatic Hydrocarbons (using EPA method 8100).

2. The discharger shall submit a remedial action strategy proposal, no later than October 16, 1989, which addresses the removal and/or treatment of the soil contamination.

3. The discharger shall submit a remedial action strategy proposal, no later than November 30, 1989, which addresses the removal of any free product and the removal and/or treatment of the ground-water contamination.

4. The discharger shall take:

- a. Effective remedial action to immobilize and remove any free product plume.
- b. Effective remedial action to immobilize and clean up petroleum hydrocarbon dissolved in the ground water to the following levels:

*when?*

<u>Constituent</u>	<u>Cleanup Level</u>
Benzene	40 ppb
Toluene	5,000 ppb
Ethylbenzene	430 ppb
Total Xylenes	1,750 ppb

- c. Effective remedial action to remove and/or treat all soil contamination to a level which would prevent leaching of petroleum hydrocarbons to the ground water which would cause contamination in the ground water to exceed the cleanup levels stated in Directive 4(b) above.
5. The discharger shall submit monitoring reports to this office on a quarterly basis until, in the opinion of the Regional Board Executive Officer, the site has been cleaned up. The monitoring reports shall describe the progress made in the cleanup operations and shall demonstrate that the petroleum hydrocarbons discharged from the maintenance center has been and remains immobilized. The quarterly monitoring reports shall include, but not be limited to, the following information:
- a. A map of the site with hydrologic contours showing the ground-water flow pattern and the locations of all wells.
  - b. A map of the site showing the boundary of the free petroleum hydrocarbon product plume (if any).
  - c. The water levels and product thickness (if any) in all of the wells (to the nearest 0.01 foot).
  - d. A description of the remedial actions employed by the discharger.

The quarterly monitoring reports shall be submitted to this office in accordance with the following schedule:

<u>Reporting Period</u>	<u>Due Date</u>
June, July, August	<u>September 30</u>
September, October, November	<u>December 30</u>
December, January, February	<u>March 30</u>
March, April, May	<u>June 30</u>

6. The discharger shall dispose of all ground water and/or soil polluted with petroleum hydrocarbons in accordance with all applicable local, state, or federal laws and regulations.

7. After the discharger demonstrates to the Regional Board Executive Officer's satisfaction that the final cleanup levels have been achieved throughout the soil and ground-water contamination zones, the discharger shall continue to monitor the ground water and submit quarterly monitoring reports in accordance with Directive No. 5 of this Order for a period of one year. If at any time during this post-cleanup monitoring the data indicate that the final cleanup levels have not been maintained, the discharger shall immediately resume appropriate remedial cleanup actions. If the final cleanup levels have not been exceeded for the year of monitoring, then no further monitoring will be required.

Ordered by: \_\_\_\_\_

*Ladin H. Delaney*  
Ladin H. Delaney  
Executive Officer

Dated: May 19, 1989

JPA

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
SAN DIEGO REGION

71 Clairemont Mesa Blvd., Ste. B  
San Diego, California 92124-1331  
Telephone: (619) 265-5114

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

P 954 098 860

October 27, 1989

Mr. Vernon Sorgee, Director  
Environmental Management  
Grayhound Lines, Inc.  
901 Main Street, Suite 2500  
Dallas, Texas 75202

Dear Mr. Sorgee:

RE: ISSUANCE OF ADDENDUM NO. 1 TO CLEANUP AND ABATEMENT ORDER  
NOS. 89-48, 89-49, 89-50 (THIRD REVISION), AND 89-51.

Enclosed is a copy of Addendum No. 1 to Cleanup and Abatement Order Nos. 89-48, 89-49, 89-50 (Third Revision), and 89-51. This Addendum is being issued under the authority of Water Code Section 13304 to Grayhound Lines, Inc. in response to the presence of petroleum hydrocarbon contamination in the soil and ground water beneath 539 First Avenue in downtown San Diego.

Basically, Addendum No. 1 extends the submittal date for the ground-water remedial action strategy proposal from November 30, 1989 to February 16, 1990 to allow the responsible parties time to develop an effective remediation proposal.

You are hereby notified that you have the right to a public hearing before the Regional Board concerning Addendum No. 1 to Cleanup and Abatement Order Nos. 89-48, 89-49, 89-50 (Third Revision), and 89-51. If you desire to have a public hearing at the Regional Board's next meeting on December 18, 1989, you must notify this office of your request in writing by November 28, 1989. If no written request is received, then a public hearing will not be scheduled. The December 18, 1989 Regional Board meeting will begin at 9:00 a.m. at the Encinitas City Council Chamber, 535 Encinitas Boulevard, Suite 100, Encinitas, California.

I strongly urge a prompt and complete response to each directive of Cleanup and Abatement Order No. 89-49. My staff will be happy to work with you toward achieving compliance with the Cleanup and Abatement Order.

Mr. Sorgee  
Addendum No. 1

-2-

October 27, 1989

If you have any questions, please contact Mr. John Anderson at the above number.

*for Michael Molan*  
LADIN H. DELANEY  
Executive Officer

JPA

Enclosures

cc: Ms. Sheila Vassey, Office of Chief Counsel, State Water Resources Control Board, Sacramento.

Mr. Kevin Heaton, Hazardous Materials Management Division, County of San Diego Department of Health Services, San Diego.

Mr. John Clemons, White & Bright, 355 W. Grand Avenue, Suite 2, Escondido, California 92025

Mr. Jeffrey R. Stoke, Lillick & McHose, 101 West Broadway, 18th floor, San Diego, California 92101