COMMERCIAL LINES POLICY

THIS POLICY IS NOT OBTAINED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

THIS POLICY CONSISTS OF:

- Declarations;
- Common Policy Conditions; and
- Coverage Parts consisting of:
  - One or more Coverage Forms; and
  - Applicable Forms and Endorsements.
LIMITS OF INSURANCE:

<table>
<thead>
<tr>
<th>Coverage Description</th>
<th>Per Claim</th>
<th>Total All Claims</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage A &amp; B: Covered Storage Tank Systems Cleanup Costs and Third Party Bodily Injury and Property Damage Liability</td>
<td>$ 1,000,000</td>
<td>$ 2,000,000</td>
</tr>
</tbody>
</table>

NOTICE TO THE INSURED:

Arizona Premium: 
Fees: 
Surplus Lines Tax: 
Stamping Fee:
RETROACTIVE DATE:
12/05/2009

DESCRIPTION OF BUSINESS:
Corporation

SCHEDULED LOCATION(S):
SEE SCHEDULE OF COVERED LOCATION(S) AND COVERED STORAGE TANK SYSTEM(S) ENDORSEMENT FORM ATTACHED TO THIS POLICY.

DEDUCTIBLE/RETENTIONS:
Coverage A & B: Covered Storage Tank Systems Cleanup Costs and Third Party Bodily Injury and Property Damage Liability $ Deductible Per Claim

TOTAL PREMIUM FOR THIS POLICY: $

FORMS AND ENDORSEMENTS (Other than applicable forms and endorsements shown elsewhere in the policy):
Forms and Endorsements applying to this policy and made part of this policy at time of issue:
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

NAME AND ADDRESS OF COMPANY OFFICE:
Insurance Co.
321 Environmental
Avenue Phoenix, AZ
85000

THIS DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.
SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: XXXXXXXX
Named Insured: 123 Gas

FORMS ATTACHED TO AND MADE A PART OF THIS POLICY:

<table>
<thead>
<tr>
<th>FORM NUMBER</th>
<th>FORM TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>GDICP12345</td>
<td>GDIC Policy Jacket</td>
</tr>
<tr>
<td>CRI123456</td>
<td>Policyholder Notice - Claim Reporting Information</td>
</tr>
<tr>
<td>NPNVCRR1234</td>
<td>Notice to Policyholder - Notice of Voluntary Covered Storage Tank System(s) Upgrade, Repair, and/or Replacement</td>
</tr>
<tr>
<td>TAIRF123456</td>
<td>Tank Incident Reporting form</td>
</tr>
<tr>
<td>TAPLD12345</td>
<td>Tank Pollution Liability Declarations</td>
</tr>
<tr>
<td>SFE12345678</td>
<td>Schedule of Forms and Endorsements</td>
</tr>
<tr>
<td>TAPLIA12345</td>
<td>Tank Pollution Liability Insuring Agreement</td>
</tr>
<tr>
<td>SCLCTS12345</td>
<td>Schedule of Covered Location(s) and Covered Storage Tank System(s)</td>
</tr>
<tr>
<td>NPHERPA12345</td>
<td>Notice to Policyholder - Extended Reporting Period Availability</td>
</tr>
<tr>
<td>DDE12345678</td>
<td>Defense Deductible Endorsement</td>
</tr>
<tr>
<td>ECAT12345</td>
<td>Exclusion of Certified Acts of Terrorism</td>
</tr>
<tr>
<td>OFACEE123456789</td>
<td>Office of Foreign Asset Control (OFAC) Exclusion Endorsement</td>
</tr>
<tr>
<td>SS12345678910</td>
<td>Service of Suit</td>
</tr>
<tr>
<td>COI12345</td>
<td>Certificate of Insurance</td>
</tr>
</tbody>
</table>
Pollution Liability Insurance

THIS FORM PROVIDES CLAIMS MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words “we”, “us”, and “our” refer to the Company providing this insurance.

Other headings, words and phrases that appear in bold have special meaning (refer to Section XI. Definitions). This policy provides Claims Made and Reported Coverage, and has claims reporting requirements. Coverage provided herein only applies to a claim that is made against you and reported to us during the policy period or applicable Extended Reporting Period.

The application is the basis of this policy and is incorporated in and constitutes a part of this policy. A copy of the application is attached hereto. Any material received with the application will be maintained on file with the Company and will be deemed to be attached thereto as if physically attached. It is agreed by all insureds that the statements in the application are their representations, that they are material and that this policy is issued in reliance upon the truth of such representations. The policy includes all of the agreements existing between the insureds and the Company or any of its agents relating to this policy.

I. INSURING AGREEMENT

COVERAGE A – COVERED STORAGE TANK SYSTEM CLEANUP COSTS

1. We will pay on behalf of the insured those sums the insured becomes legally obligated to pay as damages because of cleanup costs in excess of the deductible, if any, resulting from pollution conditions on, at or under the covered location(s) listed in the Declarations and/or in the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement attached to this policy which result from a release of contents from any covered storage tank system(s), provided that the pollution conditions are first discovered during the policy period and reported to us in writing, during the policy period or Extended Reporting Period, if applicable. Such pollution conditions must commence on or after the Retroactive Date set forth in the Declarations and/or the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement attached to this policy.

2. We will pay on behalf of the insured those sums the insured becomes legally obligated to pay as damages because of cleanup costs in excess of the deductible, if any, resulting from pollution conditions emanating from the covered location(s) listed in the Declarations and/or in the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement attached to this policy which result from a release of contents from any covered storage tank system(s), provided that the pollution conditions are first discovered during the policy period and reported to us in writing, during the policy period or Extended Reporting Period, if applicable. Such pollution conditions must commence on or after the Retroactive Date set forth in the Declarations and/or the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement attached to this policy.
COVERAGE B – COVERED STORAGE TANK SYSTEM THIRD PARTY BODILY INJURY AND PROPERTY DAMAGE LIABILITY

We will pay on behalf of the insured those sums the insured becomes legally obligated to pay as damages because of bodily injury or property damage in excess of the deductible, if any, resulting from pollution conditions on, at, under or emanating from the covered storage tank system(s) listed in the Declarations and/or in the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement attached to this policy, provided that the claim or suit is first brought against the insured during the policy period, and provided that the insured reports the claim or suit to us, in writing, during the policy period or Extended Reporting Period, if applicable. Such pollution conditions must commence on or after the Retroactive Date set forth in the Declarations and/or in the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement attached to this policy.

COVERAGE C – COVERED LOCATIONS CLEANUP COSTS

1. We will pay on behalf of the insured those sums the insured becomes legally obligated to pay as damages because of cleanup costs in excess of the deductible, if any, resulting from pollution conditions on, at or under the covered location(s) listed in the Declarations and/or in the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement attached to this policy, provided that the pollution conditions are first discovered during the policy period and reported to us, in writing, during the policy period or Extended Reporting Period, if applicable. Such pollution conditions must commence on or after the Retroactive Date set forth in the Declarations and/or in the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement attached to this policy.

2. We will pay on behalf of the insured those sums the insured becomes legally obligated to pay as damages because of cleanup costs in excess of the deductible, if any, resulting from pollution conditions emanating from the covered location(s) listed in the Declarations and/or in the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement attached to this policy, provided that the pollution conditions are first brought against the insured during the policy period, and provided that the insured reports the claim or suit to us, in writing, during the policy period or Extended Reporting Period, if applicable. Such pollution conditions must commence on or after the Retroactive Date set forth in the Declarations and/or in the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement attached to this policy.

COVERAGE D – COVERED LOCATIONS THIRD PARTY BODILY INJURY AND PROPERTY DAMAGE LIABILITY

We will pay on behalf of the insured those sums the insured becomes legally obligated to pay as damages because of bodily injury or property damage in excess of the deductible, if any, resulting from pollution conditions on, at, under or emanating from the covered location(s) listed in the Declarations and/or in the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement attached to this policy, provided that the pollution conditions are first brought against the insured during the policy period, and provided that the insured reports the claim or suit to us, in writing, during the policy period or Extended Reporting Period, if applicable. Such pollution conditions must commence on or after the Retroactive Date set forth in the Declarations and/or in the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement attached to this policy.

COVERAGE E – DEFENSE

We will pay on behalf of the insured those costs to defend a claim or suit for bodily injury, property damage or cleanup costs to which this insurance applies. We will have no duty to defend the insured against any claim or suit for bodily injury, property damage or cleanup costs to which this policy does not apply. Our duty to defend or continue defending any such claims or suits and to pay any bodily injury, property damage, cleanup costs or defense costs, charges and/or expenses, shall cease once the applicable Limit of Liability, as described in the Declarations and Section IV. Limits of Liability, has been exhausted.
II. EXCLUSIONS

This insurance does not apply to:

1. Asbestos and Lead Based Paint
   Bodily injury, property damage or cleanup costs based upon the existence, removal, or abatement of asbestos, asbestos containing products, asbestos fibers, asbestos dust, asbestos containing materials, or lead-based paint in, on, or applied to any structure.

2. Auto, Aircraft, Watercraft or Rolling Stock
   Bodily injury, property damage or cleanup costs based upon or arising out of the ownership, maintenance, use, loading or unloading or the entrustment to others of any auto, aircraft, watercraft, or rolling stock owned or operated by or rented or loaned to any insured. This exclusion also applies to any carrier transporting your wastes, products or materials beyond a covered location(s), unless specifically endorsed onto this policy. This exclusion does not apply to the loading or unloading of any covered storage tank system(s) which is reported to us within 72 hours from the time of the release.

3. Business Interruption
   Bodily injury, property damage or cleanup costs arising out of any loss of income or consequential loss of any kind or nature, unless specifically endorsed onto this policy.

4. Contractual Liability
   Bodily injury, property damage or cleanup costs for which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement.

5. Costs to Repair, Replace, or Upgrade a Storage Tank System
   For any costs arising out of the reconstruction, repair, replacement, upgrading or rebuilding of any covered storage tank system(s) or for any other improvement, site enhancements or routine maintenance on, within or under the covered location(s) at which the covered storage tank system(s) are located, unless specifically endorsed onto this policy.

6. Divested Property
   Bodily injury, property damage or cleanup costs based upon or arising from pollution conditions on, at, under or emanating from any covered location(s) and/or covered storage tank system(s), where the actual discharge, dispersal, release, seepage, migration or escape of pollution conditions begins subsequent to the time such covered location(s) and/or covered storage tank system(s) is sold, given away, condemned, abandoned, leased or subleased, unless the lease or sublease has been approved in writing by the us prior to the commencement of the lease or sublease.

7. Employer’s Liability
   (a) Bodily injury to an employee of the insured arising out of and in the course of:
       (1) Employment by the insured; or
       (2) Performing duties related to the conduct of the insured’s business; or
   (b) The spouse, child, parent, brother or sister of that employee as a consequence of Paragraph (a) above.
   (c) Damages based upon or arising under any workers compensation, unemployment compensation or disability benefits law or similar law.

   This exclusion applies:
   (a) Whether the insured may be liable as an employer or in any other capacity; and
   (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
8. Fines and Penalties
   Any claim seeking payment of:
   (a) Fines, penalties, or multiplied damages;
   (b) Punitive or exemplary damages; or
   (c) The cost of injunctive relief based upon or arising out of non-compliance with any statute, regulation, ordinance or administrative complaint.

9. Fungi
   (a) Bodily injury, property damage or cleanup costs which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any fungi regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
   (b) Any loss, cost or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of fungi by any insured or by any other person or entity.

10. Insured vs. Insured
    Damages claimed by any insured against any other insured under this policy.

11. Insured's Property
    Property damage to property owned, leased, rented, occupied, operated by, or loaned to an insured, even if such property damage is incurred to avoid or mitigate damages arising from bodily injury, property damage or cleanup costs which may be covered under this policy.

12. Internal Expense
    Expenses incurred by the insured for services performed by employees of the insured.

13. Known Pollution Conditions
    Pollution conditions known to exist prior to the inception of this policy by any insured.

    Bodily injury, property damage or cleanup costs based upon or arising from, whether directly or indirectly, the insured’s intentional, dishonest, fraudulent, malicious, or knowingly wrongful act, error or omission or non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body. However, this exclusion shall not apply to any insured that did not commit, participate in, or have knowledge of any of the acts described above.

15. Market Share Liability
    Any liability imposed as a result of market share liability, concept of action liability, alternative liability, enterprise liability and/or any other type of liability that is established without proof that the bodily injury, property damage or cleanup costs was caused directly by a release from a covered location(s) and/or a covered storage tank system(s).

16. Non-Covered Storage Tank System(s)
    Bodily injury, property damage or cleanup costs arising from pollution conditions emanating from any storage tank system(s) which are not listed within the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement attached to this policy.
17. Non-Owned Disposal Sites

Bodily injury, property damage or cleanup costs based upon or arising out of pollution conditions on, at or emanating from any non-owned disposal site to which your wastes, products or materials have been delivered. This exclusion shall not apply to those non-owned disposal sites that are listed within the Non-Owned Disposal Site Coverage endorsement attached to this policy, if applicable.

18. Nuclear Hazard

(a) Bodily injury, property damage or cleanup costs:

(1) 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, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the hazardous properties of nuclear material and with respect to which:

a. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

b. 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.

(b) Bodily injury, property damage or cleanup costs resulting from the hazardous properties of nuclear material, if:

(1) The nuclear material:

a. is not at any nuclear facility owned by, or operated by or on behalf of, an insured or

b. has been discharged or dispersed therefrom;

(2) The nuclear material is contained in a spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) The bodily injury or property damage 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 (3) applies only to property damage to such nuclear facility and any property thereat.

As used in this exclusion:

(a) Hazardous properties include radioactive, toxic or explosive properties;

(b) Nuclear material means source material, special nuclear material or by-product material;

(c) Source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or 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;

(d) Waste means any waste material:

(1) Containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and

(2) Resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.

(e) Nuclear facility means:

(1) Any nuclear reactor;

(2) Any equipment or device designed or used for:

a. separating the isotopes of uranium or plutonium,

b. processing or utilizing spent fuel, or
c. handling, processing or packaging waste;

(3) 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;

(4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

(f) 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;

(g) Property Damage includes all forms of radioactive contamination of property.

19. Products Liability
   Damages arising out of your product. This includes, but is not limited to, any property damage to your product.

20. Radioactive Matter
   Any liability of whatever nature arising out of, resulting from, caused by or contributed to by:
   (a) Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
   (b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
   (c) Any weapon of war employing atomic or nuclear fission and/or fusion of other like reaction or radioactive force of matter.
   Radioactive contamination however caused, whenever or wherever happening.

21. Routine Business Costs
   Bodily injury, property damage or cleanup costs reasonably considered to be routine and normal in connection with the business of the insured or occupancy of the property. This includes, but is not limited to, septic or sewage systems, oil water separator systems and dewatering systems. This exclusion shall not apply to those oil water separator systems that are listed within the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement attached to this policy.

22. Storage Tank System(s) Contents
   (a) Bodily injury, property damage or cleanup costs arising out of or in any way related to the reimbursement of product inventory loss, removal, replacement, re-use, or recycling of the contents of any storage tank system(s).
   (b) Bodily injury, property damage and cleanup costs based upon or arising from the use of any storage tank system(s) to store any content that is not compatible with the storage tank system(s).

23. War
   Any liability of whatever nature arising out of, resulting from, caused by or contributed to by:
   (a) War, including undeclared or civil war;
   (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
   (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
III. SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any suit against an insured we defend:

1. All expenses we incur.

2. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to $250 a day because of time off from work.

3. All costs taxed against the insured in the suit.

4. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

5. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

6. Expenses incurred by the insured for first aid administered to others at the time of any accident, for bodily injury to which this insurance applies.

7. In the event the insured is entitled by law to select independent counsel to defend the insured at our expense, the following shall apply:
   (a) The attorney fees and all other litigation expenses we must pay to that counsel are limited to the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of similar claims or suits in the community where the claim or suit arose or is being defended.
   (b) We may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency, including experience in defending claims or suits similar to the one pending against the insured, and to require such counsel to have errors and omissions insurance coverage. As respects, any such counsel, the insured agrees that counsel will timely respond to our request for information regarding the claim or suit. The insured may at any time, by its signed consent, freely and fully waive its right to select independent counsel.

8. These payments will reduce the limits of insurance.

IV. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   (a) Insureds;
   (b) Covered locations;
   (c) Covered storage tank systems;
   (d) Claims made or suits brought; or
   (e) Persons or organizations making claims or bringing suits.

2. The Total All Claims Limit set forth on the Declarations is the most we will pay for the sum of:
   (a) All damages because of all bodily injury, property damage and cleanup costs; and
   (b) All defense expenses incurred.

3. Subject to 2. above, the Per Claim Limit set forth on the Declarations is the most we will pay for the sum of:
   (a) All bodily injury and property damage;
   (b) All cleanup costs; and
(c) All defense expenses incurred;
arising from any one pollution condition.

4. Subject to 3. above, we will pay the lesser of:
   (a) The Per Claim Limit, reduced by the deductible amount, if one is shown in the Declarations; or
   (b) The sum of those bodily injury, property damage, cleanup costs or defense expenses minus any such
deductible amount.

5. We will, if required by law, pay part or all of any deductible amount, if applicable, to affect settlement of any
claim or suit. Any deductible amount we pay shall be due and payable by you to us without interest within 30
days of our notice to you.

V. CONDITIONS

1. Audit and Inspection
   (a) We may examine and audit your books and records as they relate to this policy at any time during the policy
period and up to three (3) years after the end of the policy period;
   (b) We may be permitted but not obligated to, interview persons employed by the insured; or
   (c) We shall be permitted but not obligated to inspect, sample and monitor the insured's covered location(s)
and/or covered storage tank system(s) during the policy period or any time thereafter. Neither our right to
make inspections, sample and monitor nor the actual undertaking thereof nor any report thereon shall
constitute an undertaking, on behalf of the insured or others, to determine or warrant that covered
location(s), covered storage tank system(s), property or operations are safe, healthful or conform to
acceptable engineering practice or are in compliance with any law, rule or regulation. The Named Insured
agrees to provide appropriate personnel to assist our representatives during any inspection.

2. Bankruptcy
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under
this policy.

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

4. Choice of Law
All matters arising hereunder including questions relating to the validity, interpretation, performance, and
enforcement of this Policy shall be determined in accordance with the law and practices of the State of New
York.

5. Cooperation
The insured shall cooperate with the Company and offer all reasonable assistance in the investigation and
defense of claims and suits under the applicable coverages purchased. The Company may require that the
insured submit to examination under oath, and attend hearings, depositions and trials. In the course of
investigation or defense, the Company may require written statements or the insured's attendance at meetings
with the Company. The insured must assist the Company in effecting settlement, securing and providing
evidence and obtaining the attendance of witnesses.
6. Coverage Territory
The coverage provided under this policy shall apply to covered location(s) and/or covered storage tank system(s) located:

(a) Within the United States of America (including its territories and possessions), Puerto Rico and Canada; or
(b) Within all other parts of the World if the insured’s responsibility to pay damages is determined in a suit on the merits, in the territory described in a. above or in a settlement we agree to.

7. Headings
The descriptions in the headings of this policy are solely for convenience and form no part of the policy terms and conditions.

8. Jurisdiction and Venue
It is agreed that in the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer and the insured will submit to the jurisdiction of the State of Arizona and will comply with all requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the Insurer’s rights to remove an action to a United States District Court.

9. Legal Action Against Us
No person or organization has a right under this policy:

(a) To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
(b) To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant’s legal representative. For purposes of this condition, a consent judgment, stipulated judgment, agreed judgment, consent decree or consent order reached without our written agreement is neither an agreed settlement nor a final judgment.

10. Other Insurance
If other valid and collectible insurance is available to the insured covering damages and supplementary payments also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and shall not contribute with such other insurance. The insured shall promptly, upon the request of the Company, provide the Company with copies of all such policies or documentation.

11. Renewal
If we offer to renew or continue this policy and neither you nor your representative accepts, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer to renew.

12. Representations
By accepting this policy, you agree:

(a) The statements in the Declarations are accurate and complete;
(b) Those statements are based upon representations you made to us; and
(c) We have issued this policy in reliance upon your representations.
13. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

(a) As if each Named Insured were the only Named Insured; and
(b) Separately to each insured against whom claim is made or suit is brought.

14. Settlement

We will present any settlement offers to the insured, and if the insured refuses to consent to any settlement within the limits of liability of this Policy recommended by us and acceptable to the claimant, our duty to defend the insured shall then cease and the insured shall thereafter negotiate or defend such claim or suit independently of us and our liability shall not exceed the amount, less the deductible or any outstanding deductible balance, for which the claim or suit could have been settled if such recommendation was consented to.

15. Sole Agent

The Named Insured shown in the Declarations shall serve as sole agent of all the insureds with respect to the return or payment of any premiums or retained amounts, as well as for any notices required by this policy.

16. Subrogation

In the event of any payment under this Policy by the Insurer, the Insurer shall be subrogated to all of the rights of recovery against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing to prejudice such rights.

Any recovery as a result of subrogation proceedings arising out of the payment of bodily injury, property damage or cleanup costs covered under this Policy shall accrue first to the insured to the extent of any payments in excess of the limits of insurance; then to the Company to the extent of its payment under the policy; and then to the insured to the extent of its deductible. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party’s share in the recovery bears to the total recovery.

17. Transfer of Policy

Your rights and duties under this policy may not be transferred without our written consent.

18. Voluntary Notice of Covered Storage Tank System(s) Upgrade, Repair and/or Replacement.

You shall provide notice to us of your intent to perform a voluntary upgrade, repair, removal or replacement at least forty eight (48) hours prior to the covered storage tank system(s) upgrade, repair, removal or replacement. Notice shall be provided consistent with Section VI. Reporting of a Pollution Condition, Claim or Suit.

VI. REPORTING OF A POLLUTION CONDITION, CLAIM OR SUIT

1. You must see to it that we are notified as soon as reasonably possible, but in any event, not more than seven (7) days after the insured first became aware of, or should have become aware of a pollution condition which may result in a claim or any action or proceeding to impose an obligation on the insured for cleanup costs. Notice should include:

(a) How, when and where the pollution condition took place;
(b) The names and addresses of any injured persons and witnesses; and
(c) The nature and location of any injury or damage arising out of the pollution condition.

2. Notice of a pollution condition is not notice of a claim.
3. If a claim is made or suit is brought against any insured or an action is initiated, you must see to it that we receive written notice of the claim, suit or notice of action as soon as reasonably possible, but in any event, not more than seven (7) days after the insured first became aware of, or should have become aware of the claim, suit or notice of action.

4. You and any other involved insured must:
   (a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
   (b) Authorize us to obtain records and other information;
   (c) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
   (d) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

5. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

6. Upon the discovery of a pollution condition, the insured shall make every attempt to mitigate any loss and comply with the applicable environmental laws. The insured must cooperate with the Insurer in the selection and retention of qualified contractors or consultants. The Insurer shall have the primary responsibility, but not the duty, to select, retain, and oversee such contractors or consultants, on behalf of the insured. Any cleanup costs incurred by the Insurer shall be deemed incurred by the insured and shall be subject to the Deductible and Limit of Liability shown in the Declarations.

7. All continuous or related pollution conditions reported to the Company under a subsequent policy issued by the Company or its affiliates, providing substantially the same coverages as this Policy, shall be deemed to have been first discovered and reported during this policy period and shall be subject to the same Limit of Liability. All claims and reports of pollution conditions made during one or more policy periods issued by the Company or its affiliates, providing substantially the same coverages, resulting in bodily injury, property damage or cleanup costs, or in any combinations thereof, and arising out of the same, or continuous or related pollution conditions, shall be considered one incident and will be subject to the same Limit of Liability. Such claims or reports of pollution conditions shall be deemed first reported to the Company during the policy period in which the first such claim or report of a pollution condition was reported to the Company or an affiliate and will be subject to the Limit of Liability applicable to that policy period.

VII. CANCELLATION AND NON-RENEWAL

1. Cancellation
   (a) This policy may be canceled by the first Named Insured shown in the Declarations or by endorsement by mailing or delivering written notice to us stating when the cancellation date shall be effective. This policy may be canceled by us for the following reasons:

   (1) non-payment of premium;
   (2) material misrepresentation, concealment or fraud by you;
   (3) material change in the use or operation of a covered location(s) and/or covered storage tank system(s) from the use contemplated in the Application and supporting materials which results in a materially increased likelihood of claims, suits or pollution conditions; or
   (4) the insured’s failure to comply with the terms and conditions under this policy including but not limited to the failure to pay any deductible amount when due;

   by mailing to the first Named Insured, at the last known address, written notice of not less than ten (10) days if cancellation is for either reasons (1) or (2) above, or sixty (60) days if cancellation is for either reasons (3) or (4) above. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the policy period.
(b) The minimum earned premiums due for this policy shall be calculated in accordance with the following:

1. The minimum earned premium due, if this policy remains in effect for ninety (90) days or less, shall be 25% of the amount entered as Policy Premium on the Declarations page of this policy.

2. In the event of cancellation of this policy by the Named Insured after this policy as been in effect for more than ninety (90) days, the return premium due, if any, shall be computed at a rate equal to ninety percent (90%) of the pro-rata unearned policy premium.

3. In the event of cancellation of this policy by the Company for reasons other than non-payment of premium, the earned premium for this policy shall be computed on a pro-rata basis.

4. Premiums applicable to any subsequent endorsements will be in addition to the minimum premium shown in the policy.

2. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice of nonrenewal to you at the last known address appearing in our records. Notice will be mailed thirty (30) days before the end of the policy period. Proof of mailing of notice shall be sufficient proof of notice.

VIII. EXTENDED REPORTING PERIOD

1. We will provide one or more Extended Reporting Periods, as described below, if:

   a. This policy is canceled or not renewed, except for non-payment of premium, material misrepresentation, concealment or fraud, or material change in the use or extent of the risk;

   b. With respect to a covered location(s) and/or covered storage tank system(s):

      1. The deletion of a covered location(s) or covered storage tank system(s); or

      2. The sale, giving away, condemning, abandonment, leasing or subleasing unless the leasing or subleasing has been approved in writing by us prior to the commencing of the leasing or subleasing of such covered location(s) or covered storage tank system(s) by you.

   or

   c. We renew or replace the coverage of this policy with insurance that has a Retroactive Date later than the date shown in the Declarations and/or in the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement attached to this policy.

2. Extended Reporting Periods do not extend the policy period, change the scope of coverage provided, or reinstate or increase the Limits of Insurance. They apply only to claims or suits resulting from pollution conditions that commence before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations and/or in the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement attached to this policy. Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

   a. thirty (30) days with respect to claims or suits first made against you and reported to us in writing for covered location(s).

   b. six (6) months with respect to claims or suits first made against you and reported to us in writing for covered storage tank system(s), except where the new or renewed policy following this policy has the same Retroactive Date or a Retroactive Date earlier than that of this policy for covered storage tank system(s). If the policy following this policy has the same Retroactive Date or a Retroactive Date earlier than that of this policy, then the Basic Extended Reporting Period of thirty (30) days shall apply to the covered storage tank system(s).

The Basic Extended Reporting Period does not apply to claims or suits that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims or suits.
4. A Supplemental Extended Reporting Period of up to thirty-six (36) months is available with respect to claims or suits first made against you and reported to us in writing but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

5. You must give us a written request for the Supplemental Extended Reporting Period endorsement within forty-five (45) days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium when due. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
   (a) The exposures insured;
   (b) Previous types and amounts of insurance;
   (c) Limits of Insurance available under this policy for future payment of damages; and
   (d) Other related factors.

6. The additional premium for the Supplemental Extended Reporting Period endorsement will not exceed 200% of the annual premium for this policy.

7. The Extended Reporting Period endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or suits first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

IX. DEFINITIONS

1. Above Ground Storage Tank
   Means any tank with associated piping, and equipment connected thereto which has more than ninety (90) percent of its volume above ground and would otherwise not be defined as an underground storage tank by federal or state law.

2. Auto
   Means a land motor vehicle, trailer or semi-trailer designed for and licensed for travel on public roads, including any machinery or equipment attached thereto.

3. Bodily injury
   Means physical injury, sickness, disease, mental anguish, or emotional distress, sustained by any persons, including death resulting therefrom.

4. Carrier
   Means any person or entity, other than the insured or any subsidiary or affiliated company of the insured, engaged by or on behalf of the insured, and in the business of transporting property for hire by auto, aircraft, watercraft or rolling stock.

5. Claim, Claims, or Claimed
   Means a written demand received by an insured seeking a remedy and alleging liability or responsibility on the part of the insured for bodily injury, property damage, and/or cleanup costs.

6. Cleanup costs
   Means the reasonable expenses incurred for the investigation, monitoring, testing, removal, disposal, neutralization, or treatment of pollution conditions to the extent required by applicable federal, state, or local governmental law pursuant under which the insured has or may have a legal obligation. Cleanup costs shall include restoration costs.
7. **Covered Location(s)**
   Means any location(s) listed in the Declarations and/or listed within the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement.

8. **Covered Storage Tank System(s)**
   Means any **above ground storage tank** or **underground storage tank** listed in the Declarations and/or listed within the Schedule of Covered Location(s) and Covered Storage Tank System(s) endorsement.

9. **Extended Reporting Period**
   Means the additional period of time in which to report **claims**, **suits** or **pollution conditions** following termination of coverage, as described in Section VIII. Extended Reporting Period of this Policy.

10. **Fungi**
    Means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or **released** by **fungi**, but does not include any **fungi** intended by the **insured** for consumption.

11. **Insured**
    Means:
    (a) The **Named Insured**;
    (b) Any additional **insured** expressly endorsed onto this policy; or
    (c) Any current or former director, executive officer, partner or employee of the **Named Insured** while acting within the scope of his or her duties as such.

12. **Loading or unloading**
    Means the transfer of contents to or from an **auto** while the contents are being removed from or dispensed to a **covered storage tank system(s)**.

13. **Named Insured**
    Means the person, individual, partnership, corporation or entity listed in the Declarations or expressly added as a **Named Insured** by endorsement.

14. **Pollution Condition(s)**
    Means the discharge, dispersal, **release**, seepage, migration, or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater. Waste includes materials to be recycled, reconditioned or reclaimed.

15. **Property Damage**
    Means:
    (a) Physical injury to, destruction of or contamination of tangible property, including all resulting loss of use of that property;
    (b) Loss of use of tangible property that is not physically injured, destroyed or contaminated, but has been evacuated, withdrawn from use or rendered inaccessible because of a **pollution condition**, but does not include diminution in value;
    (c) Diminution in value of third party properties located beyond the boundaries of the **covered location(s)**.
16. Release
Means the discharge, dispersal, or escape of any solid, liquid, gaseous or thermal irritant, contamination or pollutant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste from a covered location(s) and/or covered storage tank system(s) into groundwater, surface water, or surface or subsurface soils, which a pollution condition has been investigated and confirmed by or on behalf of an insured, utilizing a system tightness check, site check or other procedure approved by the Federal Environmental Protection Agency or a state or local agency having jurisdiction over the covered location(s) and/or covered storage tank system(s) and in accordance with 40 Code of Federal Regulations 280.52 or any other applicable federal or state regulation or state statute.

17. Restoration Costs
Means the costs incurred to restore real or personal property damaged during the course of incurring cleanup costs to the condition it was in prior to incurring cleanup costs. These costs shall not exceed the actual cash value of such real or personal property prior to incurring cleanup costs.

18. Storage tank system(s)
Means any tank(s) including any connected piping and equipment attached thereto.

19. Suit
Means a civil proceeding in which damages because of bodily injury, property damage, or cleanup costs to which this insurance applies are alleged. Suit includes:

(a) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

(b) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

20. Underground Storage Tank
Means any tank with associated piping and equipment connected thereto which has more than ten (10) percent of its volume below ground and would otherwise not be defined as an above ground storage tank by federal or state law.

21. Your Product:
(a) Means

(1) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
   a. You;
   b. Others trading under your name; or
   c. A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

(b) Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and

(2) The providing of or failure to provide warnings or instructions.

(c) Does not include vending machines or other property rented to or located for the use of others but not sold.
<table>
<thead>
<tr>
<th>Tank #</th>
<th>Insured Site</th>
<th>Retroactive Date</th>
<th>Tank Installation Date</th>
<th>Tank Capacity</th>
<th>Deductible</th>
<th>Tank Type</th>
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</tr>
</tbody>
</table>
ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

Defense Deductible Endorsement

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
<th>Endorsement Effective Date</th>
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<td>XXXXXXXXX</td>
<td>12/05/2017</td>
<td>12/05/2018</td>
<td>12/05/2017</td>
</tr>
</tbody>
</table>

In consideration of the payment of premium by the Named Insured, we agree, subject to all the terms, exclusions and conditions of the policy that the following Tank Pollution Liability coverage form modifications shall apply:

I. Insuring Agreement; Coverage E – Defense is deleted and replaced with the following:
   We will pay on behalf of the insured those costs to defend a claim or suit for bodily injury, property damage or cleanup costs in excess of the deductible, if any, to which this insurance applies. We will have no duty to defend the insured against any claim or suit for bodily injury, property damage or cleanup costs to which this policy does not apply. Our duty to defend or continue defending any such claims or suits and to pay any defense costs, charges and/or expenses, shall cease once the applicable Limit of Insurance, as described in the Declarations and Section IV. Limits of Insurance, has been exhausted either by the payment of damages or by Coverage E – Defense being exhausted by payment of the costs to defend a claim or suit for bodily injury, property damage or cleanup costs.

II. Section VI, Reporting of Pollution Condition, Claim or Suit item 7 is deleted and replaced with the following:

   7. All related or continuous pollution conditions reported to the Company under a subsequent policy issued by the company or its affiliates, providing substantially the same coverage as this policy, shall be deemed to have been first discovered and reported during this policy period and shall be subject to the same Per Claim and Total All Claims Limits of Insurance.

   All claims and reports of pollution conditions made during one or more policy periods issued by the Company or its affiliates, providing substantially the same coverages, resulting in bodily injury, property damage, or cleanup costs, or in any combinations thereof, and arising out of the same, or related or continuous pollution conditions, shall be considered one pollution condition and will be subject to the same Per Claim and Total All Claims Limits of Insurance and one deductible. The deductible for Coverage E – Defense shall be in the same amount as the other coverage part by reason of which this insurance applies and shall be subject to the same one deductible. Coverage E – Defense shall be subject to a separate Per Claim and Total All Claims Limits of Insurance, as described in the Declarations and Section IV. Limits of Insurance.

   Such claims or reports of pollution conditions shall be deemed first reported to the Company during the policy period in which the first such claim or report of pollution condition was reported to the Company or an affiliate and will be subject to the applicable Limit of Insurance and deductible applicable to that policy period. We will, if required by law, pay part or all of any deductible amount, if applicable, to affect settlement of any claim. Any deductible amount we pay shall be due and payable by you to us without interest within 30 days of our notice to you.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.
EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:
   This insurance does not apply to:
   TERRORISM
   "Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:
   1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
   2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
      a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
      b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.
OFFICE OF FOREIGN ASSET CONTROL (OFAC) EXCLUSION ENDORSEMENT

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or the United States.
ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, "suit" or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

It is agreed that in any state requiring a standard form of policy, insurance hereunder on values or properties in such state shall attach and cover in accordance with the terms and conditions of such standard form.
<table>
<thead>
<tr>
<th>Policy No.</th>
<th>Effective Date of Policy</th>
<th>Expiration Date of Policy</th>
<th>Premium</th>
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<tbody>
<tr>
<td>XXXXXXXXXX</td>
<td>12/05/2017</td>
<td>12/05/2018</td>
<td></td>
</tr>
</tbody>
</table>

**Name Insured and Mailing Address**

123 Gas  
555 Gas Lane  
Phoenix, AZ 85000

**Name of Insurer**

Insurance Co.  
321 Environmental Avenue  
Phoenix, AZ 85000

**CERTIFICATE:**

1. Insurance Company, the "Insurer", as identified above, hereby certifies that it has issued liability insurance covering the following underground storage tank(s):

   **Per the attached Scheduled Location(s) and Scheduled Storage Tank(s) Systems**

   for taking corrective action and/or compensating third parties for bodily injury and property damage caused by either "sudden accidental releases" or "nonsudden accidental releases" or "accidental releases" in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy arising from operating the underground storage tanks identified above.

   The limits of liability are $1,000,000 Each Occurrence and $2,000,000 Annual Aggregate Policy Limit, exclusive of legal defense costs which are subject to a separate limit under the Policy. This coverage is provided under Policy Number XXXXXXXX. The effective date of said policy is 12/05/2017.

2. The "Insurer" further certifies the following with respect to the insurance described in Paragraph 1:

   a. Bankruptcy or Insolvency of the insured shall not relieve the "Insurer" of its obligations under the policy to which this certificate applies.

   b. The "Insurer" is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by the "Insurer". This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 40 CFR 280.95-280.102.

   c. Whenever requested by a Director of an implementing agency, the "Insurer" agrees to furnish to the Director a signed duplicate original of the policy and all endorsements.

   d. Cancellation or any other termination of the insurance by the "Insurer", except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the "Insured". Cancellation for non-payment of premium or misrepresentation by the "Insured" will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.

   e. The insurance covers claims otherwise covered by the policy that are reported to the "Insurer" within six (6) months of the effective date of cancellation or non-renewal of the policy, except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

I hereby certify that the wording of this instrument is identical to the wording in 40 CFR 280.97(b)(2) and that the "Insurer" is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more states.

**BY**

**John Q. Public**  
John Q. Public, President  
Authorized representative of Insurance Company  
321 Environmental Avenue  
Phoenix, AZ 85000