

AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY

CLEAN-UP COST CAP INSURANCE POLICY

NOTICE: TERMS APPEARING IN BOLDFACE OTHER THAN SECTION HEADINGS ARE DEFINED IN SECTION VII. OF THE POLICY.

THE COVERAGE PROVIDED BY THIS POLICY IS FOR CLEAN-UP COSTS. THIS POLICY HAS CERTAIN PROVISIONS AND REQUIREMENTS UNIQUE TO IT AND MAY BE DIFFERENT FROM OTHER POLICIES THE NAMED INSURED MAY HAVE PURCHASED.

VARIOUS PROVISIONS THROUGHOUT THIS POLICY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

In consideration of the payment of the premium, in reliance upon the statements in the Declarations and Application made a part hereof and upon the **Remedial Plan** attached to and made a part hereof, and subject to all terms of the Policy, the Company agrees with the **Named Insured** as follows:

I. INSURING AGREEMENT

The following coverages are in effect only if scheduled in Item 4 of the Declarations:

COVERAGE A - KNOWN POLLUTANTS

The Company will pay on behalf of the **Insured**, **Clean-Up Costs** in excess of the **Self-Insured Retention** that the **Insured** incurs for the **Clean-Up** of **Pollutants** identified in the **Remedial Plan**. For this coverage to apply:

1. The **Named Insured** must timely and routinely report the **Clean-Up Costs** to the Company in writing, whether incurred prior to or after exhaustion of the **Self-Insured Retention**, prior to the **Termination Date** in accordance with Section III. RIGHTS OF THE COMPANY AND DUTIES OF THE INSURED IN CONNECTION WITH CLEAN-UP, Paragraph E., and, in any event, **Clean-Up Costs** must be so reported within 90 days after they are incurred; and
2. **Clean-Up** must occur on or after the **Inception Date** and before the **Termination Date**.

COVERAGE B - UNKNOWN POLLUTANTS

The Company will pay on behalf of the **Insured**, **Clean-Up Costs** in excess of the **Self-Insured Retention** that the **Insured** incurs for the **Clean-Up** of **Pollutants** different from those identified in the **Remedial Plan**. For this coverage to apply:

1. The **Pollutants** must be first discovered pursuant to the execution of the **Remedial Plan**;
2. The **Pollutants** must originate from a **Covered Location**;
3. The **Insured** must report, in accordance with Section III. RIGHTS OF THE COMPANY AND DUTIES OF THE INSURED IN CONNECTION WITH CLEAN-UP, Paragraph D. the discovery of **Pollutants** different from those identified in the **Remedial Plan** to the Company as soon as practicable after discovery of such **Pollutants** and in any event included in the submission of the next scheduled **Clean-Up Progress Report** and not after the date set forth in Item 2(b) of the Declarations;
4. The **Named Insured** must timely and routinely report the **Clean-Up Costs** to the Company in writing, whether incurred prior to or after exhaustion of the **Self-Insured Retention**, prior to the **Termination Date** in accordance with Section III. RIGHTS OF THE COMPANY AND DUTIES OF THE INSURED IN

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

CONNECTION WITH CLEAN-UP, Paragraph E., and, in any event, **Clean-Up Costs** must be so reported within 90 days after they are incurred; and

5. **Clean-Up** must occur on or after the **Inception Date** and before the **Termination Date**.

II. EXCLUSIONS APPLICABLE TO COVERAGE A AND COVERAGE B

This insurance does not apply to **Clean-Up Costs** arising from or in any way in connection with:

A. BODILY INJURY

Any **Bodily Injury**.

B. PROPERTY DAMAGE

Any **Property Damage**.

C. THIRD-PARTY LIABILITY

Any liability to any third-party for any reason whatsoever, other than for **Clean-Up Costs** otherwise covered under this Policy.

D. FINES, PENALTIES AND MULTIPLIED DAMAGES

Any fines, penalties, punitive damages, exemplary damages, statutory assessments or the multiplied portion of any multiplied damages or any interest payments.

E. NONCOMPLIANCE/CRIMINAL ACTS

The **Insured's** or **Scheduled Contractor's** intentional, willful or deliberate noncompliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, instruction of any governmental agency or body, or any criminal acts of any **Insured**; however, this exclusion does not apply to such noncompliance or criminal acts which resulted in the necessity for the **Remedial Plan**.

F. LABOR DISPUTES

Delay due to labor disputes, including, but not limited to, strikes.

G. LICENSE SUSPENSION

Suspension, lapse, modification or cancellation of any license, permit, lease or contract of a **Scheduled Contractor** performing work pursuant to the execution of the **Remedial Plan** which is required by the governmental entity or quasi-governmental entity responsible for supervision of the **Clean-Up**.

H. BANKRUPTCY

Default, bankruptcy or insolvency of any entity(s) involved in the **Clean-Up**, but this exclusion does not apply if the entity(s) involved in the **Clean-Up** has a performance bond issued by a surety company on the Federal Register of the United States Department of the Treasury which in fact provides coverage for the **Clean-Up** at the time of such default, bankruptcy or insolvency.

I. DENIAL OF ACCESS

Prohibition of access to any property by a third-party, but this exclusion does not apply to any governmental entity or quasi-governmental entity responsible for supervision of the **Clean-Up** unless such

prohibition is premised upon a suspension, lapse, modification or cancellation of any license, permit, lease or contract of a **Scheduled Contractor** as set forth in Paragraph G. above.

J. UNREASONABLE DELAY OR ACCELERATION

Unreasonable delay or unreasonable acceleration in a **Scheduled Contractor's** performance of **Clean-Up** in accordance with the **Clean-Up Schedule**, if such delay or acceleration is within the control of the **Scheduled Contractor**, the **Insured** or any owner or operator of the **Covered Location(s)**, unless such delay or acceleration is approved in advance and in writing by the Company, at its sole discretion. Any such delay or acceleration in a **Clean-Up Schedule** which has not been duly approved by the Company shall be deemed to have been unreasonable unless solely undertaken in order to best minimize and mitigate **Clean-Up Costs** payable under this Policy.

K. BREACH OF PROFESSIONAL SERVICES OR FAULTY WORKMANSHIP:

errors or omissions arising out of **Professional Services** rendered by or on behalf of a **Scheduled Contractor**, faulty workmanship by a **Scheduled Contractor** or subcontractor, or defective materials installed by a **Scheduled Contractor** or subcontractor.

L. INTERNAL EXPENSES

Costs, charges or expenses incurred by the **Named Insured** for goods supplied or services performed by employees of the **Named Insured** or its parent, subsidiary or affiliate, except if in response to an emergency or pursuant to environmental laws that require immediate remediation of **Pollutants**, or unless such costs, charges or expenses are incurred with the prior written approval of the Company in its sole discretion or are incurred by a **Scheduled Contractor**.

M. MODIFICATION OF THE REMEDIAL PLAN

Any modification of the **Remedial Plan** unless:

1. Such modification is required by the governmental entity responsible for supervision of the **Clean-Up** and the **Insured** has consulted with the Company in advance and selects, to the extent the **Insured** has such right, a required and permitted modification which best minimizes **Clean-Up Costs** payable under this Policy; or
2. The Company has consented to such modification in advance, in writing.

N. PRIOR KNOWLEDGE/NON-DISCLOSURE

Pollutants existing prior to the **Inception Date** and known by any manager or supervisor responsible for environmental affairs or any officer, director, member or partner of the **Named Insured** and not disclosed in the application for this Policy.

III. RIGHTS OF THE COMPANY AND DUTIES OF THE INSURED IN CONNECTION WITH CLEAN-UP

It is a condition precedent to coverage that:

- A. The **Insured** shall provide the Company, upon reasonable notice, with timely access to review, assess and inspect all aspects of any **Clean-Up** to which the Policy applies, regardless of whether the **Insured** has incurred and paid **Clean-Up Costs** in excess of the **Self-Insured Retention**. It shall be the Company's right, but not its duty, to undertake such review, assessment or inspection. Neither the Company's rights nor its exercise of its rights under this paragraph shall constitute an undertaking to determine or warrant that the **Clean-Up** is safe or in conformity with applicable law.
- B. The **Insured** shall retain a **Scheduled Contractor** to undertake and complete **Clean-Up**.

C. The **Insured** shall report in writing to the Company as soon as possible any change or amendment to the **Remedial Plan** and, in all events, such report must be submitted prior to undertaking any activities or entering into any agreements with regard to any such change or amendment. Additionally, the **Insured** shall report in writing to the Company as soon as possible any potential that the **Remedial Plan** may be amended or changed and, in all events, such report must be submitted prior to entering into any agreement to amend or change the **Remedial Plan**. Such reports shall be sent to the address set forth in paragraph D below and to the address to which the **Insured** is providing **Clean-Up Progress Reports**.

D. The **Insured** shall report, as soon as possible, increased quantity, concentration or dispersion of **Pollutants**, the discovery of **Pollutants** beyond the boundaries of the **Covered Location**, the discovery of **Pollutants** different from those identified in the **Remedial Plan**, and all notices hereunder to:

Manager, Pollution Insurance Products Unit
AIG Domestic Claims, Inc.
PIP Claims Department
101 Hudson Street, 31st Floor
Jersey City, NJ 07302
Fax: 866-947-1377
e-mail: PIPCLAIMS.reporting@aig.com

or such other address(s) as the Company may designate.

E. The **Named Insured** shall keep detailed records of all **Clean-Up Costs**, whether incurred prior to or after exhaustion of the **Self-Insured Retention**, provide the Company with completed copies of the attached **Clean-Up Progress Report** at the time intervals prescribed in Item 8 of the Declarations and, within 30 days of the Company's request or the prior written extension by the Company of such 30 days to a date certain for response, provide the Company with invoices and all other associated materials relating to **Clean-Up Costs**.

IV. SALE OR TRANSFER OF THE COVERED LOCATION

In the event that control of the **Remedial Plan** is relinquished by the **Named Insured** or a **Covered Location** is sold or ownership or operational control is transferred by the **Named Insured** prior to the completion of the **Clean-Up** to which this Policy applies, this Policy shall remain in full force and effect, subject to its terms and conditions only if:

1. The Company receives written notification at least forty-five (45) days prior to the effective date of such sale or transfer and consents to the sale or transfer, which consent shall not be unreasonably withheld; and
2. The new owner or operator of the **Covered Location** fully complies with all applicable conditions, duties and obligations set forth in this Policy.

V. LIMIT OF LIABILITY AND RETENTION

A. Regardless of the number of **Insureds** or **Covered Locations** under this Policy, the Company's total liability under this Policy for all **Clean-Up Costs** in excess of the **Self-Insured Retention** shall not exceed its percentage, as stated in Item 6(b) of the Declarations, of the Limit of Liability stated in Item 4 of the Declarations, regardless of whether or not the **Insured** is financially unable, or is unwilling to pay its **Co-Insurance Participation** or its **Self-Insured Retention**. The **Self-Insured Retention** and **Co-Insurance Participation** are to be borne by the **Insured** and are not to be insured.

B. Subject to, and as part of the Company's total liability under this Policy described in Paragraph A. above, the most the Company will pay for costs, charges or expenses expended for the preparation of a supplementary remedial plan and the associated investigation of **Pollutants** different from those identified

in the **Remedial Plan**, if any, under Coverage B, shall not exceed 5% of the Limit of Liability stated in Item 4 of the Declarations page.

VI. CONDITIONS

A. Cancellation - This Policy may be cancelled by the **Named Insured** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing to the **Named Insured**, at the address shown in the Policy, written notice stating when, not less than 30 days (10 days for nonpayment of premium) thereafter, such cancellation shall be effective. Cancellation by the Company shall be for one or more of the following reasons only:

1. Nonpayment of premium;
2. Material misrepresentation or fraud by the **Insured**; or
3. The **Insured's** failure to comply with the material terms, conditions or contractual obligations under this Policy; provided, however, that the **Insured** shall have the right to cure any such failure within the 30 day notice period (10 days for non-payment of premium) stated above. The determination of whether or not the **Insured** has cured any such failure in a timely fashion is within the sole discretion of the Company.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the **Termination Date**. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing.

B. Representation and Warranty - By acceptance of this Policy, the **Named Insured** agrees that the statements in the Declarations and application are accurate, that this Policy is issued in reliance upon the truth of such representations, and that this Policy embodies all agreements existing between the **Named Insured** and the Company or any of its agents relating to this insurance.

C. Assignment - Assignment of interest under this Policy, whether to another individual, corporate entity with the same parent or a third-party corporate entity, shall not bind the Company until its consent is endorsed onto this Policy.

D. Subrogation - In the event of any payment under this Policy, the Company shall be subrogated to all of the **Insured's** rights of recovery therefor 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 including, without limitation, assignment of the **Insured's** rights against any person or organization responsible for any **Pollutants** on account of which the Company made any payment under this Policy. The **Insured** shall do nothing to prejudice such rights. Any recovery as a result of subrogation proceedings arising out of the payment of **Clean-Up Costs** covered under this Policy shall accrue first to the **Insured** to the extent of any payments in excess of the limit of coverage; then to the Company to the extent of its payment under the Policy and to the **Insured** to the extent of its **Co-Insurance Participation**; and then to the **Insured** to the extent of its **Self-Insured Retention**. 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.

E. Concealment or Fraud - This entire Policy shall be void as of its inception if, whether before or after **Clean-Up Costs** in excess of the **Self-Insured Retention** are incurred, the **Insured** has willfully omitted, concealed or misrepresented any fact or circumstance material to the granting of coverage under this Policy, the description of the **Covered Location**, or the interest of the **Insured** therein.

F. Changes - Notice to any agent of the Company or knowledge possessed by any such agent or by any other person shall not effect a waiver or a change in any part of this Policy or prevent the Company

from asserting any right under the terms of this Policy; or shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

G. Other Insurance - Where other insurance or surety bonds may be available for **Clean-Up Costs** covered under this Policy, the **Insured** shall promptly, upon request of the Company, provide the Company with copies of all such policies. If other valid and collectible insurance or surety bonds are available to the **Insured** for **Clean-Up Costs** covered by this Policy, the Company's obligations are limited as follows:

1. This insurance is excess over any other insurance and surety bonds which may be primary, and the Company's obligations are not affected unless any of the other insurance is also excess. In that case, the Company will share with all such other insurance by the method described in Paragraph 2. below.
2. If all of the other insurance permits contribution by equal shares, the Company will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

H. Sole Agent - The **Named Insured** first named in Item 1. of the Declarations shall act on behalf of any **Insured** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, and giving and receiving notice of cancellation.

I. Service Of Suit - It is agreed that in the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the **Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon General Counsel, Legal Department, American International Specialty Lines Insurance Company, 70 Pine Street, New York, NY 10270, or his or her representative, and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

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

J. Earning of Premium - The premium stated in Item 7 of the Declarations is 100% earned at the **Inception Date** of this Policy. Any cancellation of the Policy by the **Insured** shall not result in a return of any premium.

K. Cooperation - The **Insured** shall cooperate with the Company, offer all reasonable assistance in the evaluation of **Clean-Up Costs** and execution of the **Remedial Plan**, and provide the Company:

1. Access to all information developed or discovered by the **Insured** concerning the **Clean-Up** whether or not deemed by the **Insured** to be relevant;
2. Reasonable access to interview any agent, servant or employee of the **Insured** or any **Scheduled Contractor** or subcontractor involved in the **Clean-Up**; and

3. Access to any other information or other responses to reasonable requests from the Company concerning the **Clean-Up**.

L. Minimization and Mitigation of Clean-Up Costs – The **Insured** shall take all reasonable and prudent steps to: (a) minimize and mitigate **Clean-Up Costs**, including but not in any way limited to negotiating with the governmental entity responsible for supervision of the **Clean-Up**, re-bidding scopes of work performed by parties other than the **Scheduled Contractor** in the event that **Clean-Up Costs** incurred or reasonably anticipated for a particular task are materially in excess of the cost estimates for that task as provided by the **Scheduled Contractor** to the Company prior to **Inception Date**, and evaluation of alternative approaches (b) limit access to the **Covered Location**, and (c) prevent the spread of further contamination.

M. Inspection/Access – To the extent of the **Insured's** legal right of access, the **Insured** shall permit the Company to inspect the **Covered Location**, any location identified in the **Remedial Plan**, and all financial records, drawings, plans and specifications concerning the **Clean-Up** or **Clean-Up Costs** as requested by the Company, in the Company's discretion, after providing reasonable notice. The **Insured** shall provide the Company with reasonable access to the **Covered Location(s)** for the purpose of evaluating the progress of any **Clean-Up**.

VII. DEFINITIONS

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

B. Clean-Up means:

1. With respect to Coverage A, those activities, identified in the Definition of Clean-Up Endorsement, that are performed by a **Scheduled Contractor** in the execution of the **Remedial Plan**.
2. With respect to Coverage B, preparation of a supplementary remedial plan including the associated investigation of **Pollutants** different from those identified in the **Remedial Plan**, subject to the sub-limit set forth in Section V. LIMIT OF LIABILITY AND RETENTION, Paragraph B., and the removal, remediation including associated monitoring, disposal, treatment (including in situ treatment) or neutralization of **Pollutants** different from those identified in the **Remedial Plan** to the standard governing the future use of the **Covered Location** and anticipated in the **Remedial Plan**.

C. Clean-Up Costs:

1. **Clean-Up Costs** means:

- (a) With respect to Coverage A, reasonable and necessary costs, charges, and expenses incurred solely for **Clean-Up**, as identified in the Definition of Clean-Up Endorsement.
- (b) With respect to Coverage B, reasonable and necessary costs, charges, and expenses incurred solely for **Clean-Up**.

2. **Clean-Up Costs** does not include:

- (a) Costs, charges or expenses incurred for litigation, arbitration or other form of dispute resolution in any way related to or in connection with **Clean-Up**, including fees of attorneys, consultants, investigators, adjusters and experts, unless otherwise expressly consented to in writing and in advance by the Company and specifically included in the Definition of Clean-Up Endorsement; or
- (b) Costs, charges or expenses expended in preparation of the **Remedial Plan**; provided, however, the sub-limit of liability described in Section V. LIMIT OF LIABILITY AND RETENTION, Paragraph B. shall apply to reasonable and necessary costs, charges or expenses expended in preparation

of a supplementary remedial plan and the associated investigation of **Pollutants** different from those identified in the **Remedial Plan** under Coverage B.

- D. Clean-Up Cost Progress Reports** means reports completed by the **Insured** or the **Scheduled Contractor** and reviewed and signed by a **Responsible Insured** which summarize **Clean-Up** activities performed and anticipated to be performed and the costs and estimated costs of those activities. The form of the reports will be established by the Company and attached to this policy. The reports must be completed by the **Insured** and submitted to the Company at the time intervals prescribed in Item 8 of the Declarations.
- E. Clean-Up Schedule** means the schedule of activities and corresponding timeframes that are to be performed by a **Scheduled Contractor** in the execution of the **Remedial Plan** as set forth in the Clean-Up Schedule Endorsement.
- F. Co-Insurance Participation** means the percentage of **Clean-Up Costs** the **Insured** must bear in excess of the **Self-Insured Retention**, as shown in Item 6(a) of the Declarations.
- G. Covered Location(s)** means the site(s) designated in Item 3 of the Declarations.
- H. Inception Date** means the date set forth in Item 2(a) of the Declarations.
- I. Insured** means the **Named Insured**.
- J. Named Insured** means the person or entity designated as such in Item 1 of the Declarations.
- K. Natural Resource Damage** means physical injury to or destruction of (including the resulting loss of value of land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.), any State or local government, any foreign government, any Indian tribe, or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.
- L. Pollutants** means wastes and any solid, liquid, gaseous or thermal irritant or contaminant, including, soot, acids, alkalis, or toxic chemicals that were present on, under or migrated from the **Covered Location** prior to the **Inception Date**.
- M. Professional Services** means those architectural, engineering, consulting, project management or construction management services, or other services as may be specifically defined by endorsement to this Policy, that are performed for a fee by or on behalf of the **Named Insured** or **Scheduled Contractor**.
- N. Property Damage** means:
1. Physical injury to or destruction of real or personal property, including the resulting loss of use or value thereof.
 2. Loss of use or value of real or personal property that has not been physically injured or destroyed.
 3. **Natural Resource Damage**.
- Property Damage** does not include **Clean-Up Costs**.
- O. Remedial Plan** means the documentation identified in the Definition of Remedial Plan Endorsement, and attached thereto and forming a part of the Policy which describes the **Clean-Up** to be undertaken at the

Covered Location, and, to the extent described therein, at areas beyond the boundaries of the **Covered Location** and any government mandated changes thereto.

- P. Responsible Insured** means the manager or supervisor of the **Named Insured** responsible for supervision of the **Clean-Up** or any officer, director, member, or partner of the **Named Insured**.
- Q. Self-Insured Retention** means the amount of **Clean-Up Costs** stated in Item 5 of the Declarations.
- R. Scheduled Contractor** means a remediation contractor approved by the Company and scheduled on the Definition of Scheduled Contractor Endorsement.
- S. Termination Date** means, with respect to Coverages A and B, the earliest of the following:
- (a) the date set forth in Item 2(b) of the Declarations;
 - (b) The date the Limit of Liability shown in Item 4 of the Declarations is exhausted;
 - (c) The date the **Insured** receives written approval from the governmental entity or quasi-governmental entity responsible for supervision of the **Clean-Up** that **Clean-Up** has been completed in accordance with the **Remedial Plan** or, under Coverage B, any supplemental or additional remedial plan, or the date the **Remedial Plan** or, under Coverage B, any supplemental or additional remedial plan, is complete pursuant to the requirements of any applicable state voluntary cleanup agreement or program; or
 - (d) Cancellation of the Policy pursuant to Section VI., Paragraph A.

The **Termination Date** shall not be extended by the exercise of any rights held by a governmental entity or quasi-governmental entity to reopen, reconsider or otherwise cause the **Insured** to perform **Clean-Up** after previously having approved or acknowledged that the **Remedial Plan** has been completed.

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Specimen