PRODUCER NUMBER	DATE OF ISSUE	RENEWAL OR REPLACEMENT NO.
0170496 * 100	12/5/77	JU 0175

Part Two. This page and Declarations page and Coverage Part(s) attached hereto, completes the below numbered

Item	DECLARATIONS	POLICY NUMBER JU 0277
1.	*Named Insured* ADDRESS: (Number & Street, Town, County, State & Zip No.)	JOHNSON & JOHNSON 501 GEORGE STREET NEW BRUNSWICK, NEW JERSEY 08903
2.	Policy Period: 12:01 A. M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN. From:	1/1/77 To: 1/1/78
	PRODUCER: Agent or Broker / Office Address / Town and State	L. W. BIEGLER INC. 100TH FLOOR-SEARS TOWER 233 SOUTH WACKER DRIVE CHICAGO, ILLINOIS 60606

☐ UNITED STATES FIRE INSURANCE COMPANY
☒ THE NORTH RIVER INSURANCE COMPANY
☐ WESTCHESTER FIRE INSURANCE COMPANY
☐ INTERNATIONAL INSURANCE COMPANY

CRUM & FORSTER INSURANCE COMPANIES
ADMINISTRATIVE OFFICES: MORRISTOWN, N.J.

Description and Location of Risk:

The limit of the company's liability shall be as stated herein, subject to all of the terms of this policy having reference thereto.

COVERAGE OR CONDITIONS	AMOUNT OF INSURANCE	PREMIUM
EXCESS UMBRELLA LIABILITY	$7,000,000. PART OF $15,000,000. ANY ONE OCCURRENCE AND AGGREGATE EXCESS OF $5,000,000. ANY ONE OCCURRENCE AND AGGREGATE	$345,893.00 U. S. FUNDS $ 27,440.00 CANADIAN FUNDS MINIMUM & DEPOSIT ADJUSTABLE AT LAYER RATE PER $1000. GROSS SALES: ETHICAL SALES: $1.88 NON ETHICAL: $.875 ALL OTHER: $.915 NEW JERSEY SURCHARGE : $1729.47

Forms Attached:

SUBJECT TO THE MANUSCRIPT FORMS ATTACHED HERETO AND MADE A PART HEREOF. ANY PREPRINTED TERMS AND CONDITIONS ARE HEREBY DELETED TO THE EXTENT THAT THEY VARY FROM OR ARE INCONSISTENT WITH THE AFORESAID MANUSCRIPT FORMS.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy; together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

DATE: DECEMBER 5, 1977 md

Countersigned by Robert P. Maitland
Authorized Representative

Insert Declarations page (Part Two) here so that top edge butts against top of Contract, and permits policy number to appear through window. ATTACH ENDORSEMENTS, IF ANY, TO DECLARATIONS PAGE.

Agrees with the Named Insured in consideration of the payment of the premium and in reliance upon the statements herein made and subject to the limits of liability, exclusions, conditions and other terms of this policy:

CONDITIONS

Exclusions: Notwithstanding anything to the contrary contained herein this policy, or any endorsements, amendments or attachments hereto, shall not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Notification of Claims: The Insured upon knowledge of any accident or occurrence likely to give rise to a claim hereunder shall give written notice to the Company or its nearest authorized representative as soon as practicable.

Any provisions or conditions appearing in any forms attached hereto and made a part hereof, which conflict with or alter the policy provisions stated above, shall supersede the provisions appearing hereon, insofar as the latter are inconsistent with the provisions appearing in such attached forms.

Valuation, Payment, Replacement, Recoveries: The Company shall in no case be liable for more than the actual cash value of the lost, destroyed or damaged property at the close of business on the business day next preceding the day on which the loss was discovered, nor for more than the actual cost of repairing or replacing such property. The Company may repair any damage or replace any lost, destroyed or damaged property with property of like quality and value or pay for the same in money as the Company may elect.

Other Insurance: If the Insured has other insurance against a loss covered by this policy the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

Fraudulent Claims: If the Insured shall make any claim under this policy, knowing the claim to be false or fraudulent, as regards amount or otherwise, this policy shall become void, and all claims hereunder shall be forfeited.

Assignment: Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless cancelled, shall, if written notice be given to the Company within sixty days after the date of such death or adjudication, cover the Named Insured's legal representative as the Named Insured.

Bankruptcy of Insured: Bankruptcy or Insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

Cancellation: (Applicable if policy is written on flat premium basis). This policy may be cancelled at any time by the Insured on the basis of the Company's short rate table, by written notice or by surrender of the policy to the Company. This policy may also be cancelled, with or without the return or tender of the unearned premium, by the Company be delivering to the Insured or by mailing to the Insured, by registered or unregistered mail, at the Insured's address as shown herein, written notice, stating when, not later than ten days thereafter, the cancellation shall be effective, and in such case the Company shall refund the paid premium, less the earned portion thereof. In the event premium refund is not made at the time cancellation is effected, it shall be made as soon thereafter as practicable. The mailing of notice by the Company shall be sufficient proof of notice and this policy shall terminate at the date and hour specified in such notice.

Cancellation: (Applicable if policy is written on adjustable premium basis). This policy may be cancelled at any time by the Insured by written notice or by surrender of the policy to the Company. This policy may also be cancelled, with or without the return or tender of the unearned premium, by the Company by delivering to the Insured or by mailing to the Insured, by registered or unregistered mail, at the Insured's address as shown herein, written notice stating when, not later than ten days thereafter, the cancellation shall be effective. The mailing of notice by the Company shall be sufficient proof of notice and this policy shall terminate at the date and hour specified in such notice. If cancelled by the Insured, the Company shall retain the earned premium as calculated on the adjustable basis contained herein, or short rate premium, calculated according to the Company's short rate table, on the minimum premium stipulated herein, whichever is the greater. If cancelled by the Company, the Company shall retain the earned premium as calculated on the adjustable basis contained herein or pro rata of the minimum premium, whichever is the greater. In the event premium refund is not made at the time cancellation is effected, it shall be made as soon thereafter as practicable.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its vice-president and secretary, but this policy shall not be valid unless completed by the attachment hereto of a declarations page designated as Part Two and countersigned on the aforesaid declarations page by a duly authorized agent of the company.

George R Cross

Vice-President | Secretary

DECLARATIONS

ITEM 1.	a) NAMED INSURED:	JOHNSON AND JOHNSON
	b) ADDRESS OF NAMED INSURED:	501 George Street, New Brunswick, New Jersey 08903.
ITEM 2.	UNDERLYING UMBRELLA POLICIES:	North River Insurance and Self Insured
ITEM 3.	UNDERLYING UMBRELLA LIMITS (Insuring Agreement II):	$5,000,000
ITEM 4.	UNDERLYING UMBRELLA AGGREGATE LIMITS (Insuring Agreement II):	$5,000,000
ITEM 5.	LIMIT OF LIABILITY (Insuring Agreement II):	$15,000,000
ITEM 6.	AGGREGATE LIMIT OF LIABILITY (Insuring Agreement II):	$15,000,000
ITEM 7.	POLICY PERIOD:	1st January, 1977 - 1st January, 1978 Both days at 00.01 a.m. Local Standard Time
ITEM 8.	NOTICE OF OCCURRENCE (Condition 4) to:	The Company or its authorised representatives
ITEM 9.	PREMIUM:	Minimum and Deposit $800,000

ISSUED BY:- THE NORTH RIVER INSURANCE COMPANY
(Hereinafter called "the Company")

NAMED INSURED: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company

(hereinafter called the "Named Insured").

INSURING AGREEMENTS

I. COVERAGE

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

(a) imposed upon the Insured by law,

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

for damages on account of:-

(i) Personal Injuries

(ii) Property Damage

(iii) Advertising liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by The North River Insurance Company (hereinafter called the "Underlying Umbrella Insurers").

II. LIMIT OF LIABILITY - UNDERLYING LIMITS

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

$ (as stated in Item 3 of the Declarations)	ultimate net loss in respect of each occurrence, but
$ (as stated in Item 4 of the Declarations)	in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured

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

4. NOTICE OF OCCURRENCE -

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

5. OTHER INSURANCE -

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

K. A. Grieva

AUTHORIZED SIGNATURE

EXHAUSTION OF AGGREGATE ENDORSEMENT

WHEREAS, the period of the Primary and/or Underlying policy or policies, including renewals or replacements thereof, with respect to which this policy applies in excess is or may be non-concurrent with the period of this policy.

NOW, THEREFORE, in consideration of the premium for which this policy is written, in the event of reduction or exhaustion of the aggregate limit or limits contained in such Primary and/or Underlying policy or policies solely by payment of losses in respect of accidents and/or occurrences occuring during the period of such Primary and/or Underlying policy or policies it is hereby understood and agreed that such insurance as is afforded by this policy shall apply in excess of the reduced underlying limit or, if such limit is exhausted, shall apply as underlying insurance, notwithstanding anything to the contrary in the terms and conditions of this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNALTERED.

ATTACHING TO AND FORMING PART OF POLICY NO. JU 0277

It is hereby agreed that the premium specified in this Insurance is a minimum premium and shall be subject to adjustment upon the expiration of this Insurance, at which time the Insured shall furnish the Company with a statement of the Insured's gross sales during the period of insurance and the premium due hereunder shall be computed at the rate of:-

$1.88 per $1,000 of Gross Sales in respect of Contraceptives, Inter Uterine Devices and Ethical Products,
$0.875 per $1,000 of Gross Sales in respect of Non-Ethical Products
$0.0915 per $1,000 of all other Gross Sales.

If the earned premium thus calculated is in excess of the minimum premium paid at inception the Insured shall immediately pay the difference to the Company.

It is further agreed that, notwithstanding anything contained in this Insurance to the contrary, if this Insurance shall be cancelled by the Insured, the Company shall be entitled to the earned premium for the period that this Insurance has been in force or the short rate proportion of the minimum premium, whichever is the greater. If this Insurance shall be cancelled by the Company they shall be entitled to the earned premium for the period that this Insurance has been in force or pro rata of the minimum premium, whichever is the greater.

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the Company shall only be liable for 46.67 % of any amount which the Insured shall be entitled to recover under the provisions of the indemnity set forth in the attached Wording, in consideration of their receiving the same percentage of the premium set forth therein.

ATTACHING TO AND FORMING PART OF POLICY NO: JU 0277

It is hereby understood and agreed that this policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this policy.

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

ATTACHING TO AND FORMING PART OF POLICY NO. JU 0277

THIS POLICY is subject to the provisions of the following attached Clauses:-

1. Nuclear Incident Exclusion Clause-Liability-Direct (Broad)
2. Industries, Seepage, Pollution and Contamination Clause No. 3

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3

~~(Approved by Lloyd's Underwriters' Non-Marine Association)~~

This Insurance does not cover any liability for:

(1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.

(2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.

(3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

~~22/1/70.~~
~~N.M.A. 1685.~~

U.S.A. NUCLEAR INCIDENT EXCLUSION CLAUSE — LIABILITY — DIRECT (BROAD)

(~~Approved by Lloyd's Underwriters' Non-Marine Association~~)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause — Liability — Direct (Limited) applies.

This policy* does not apply:—

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

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

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties; "**nuclear material**" means source material, special nuclear material or byproduct material; "**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "**spent fuel**" means any fuel element or fuel components, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "**waste**" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "**nuclear facility**" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

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

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

* NOTE:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

~~17/3/60~~
~~N.M.A. 1256~~