CNZ 14-07-48

THE CENTRAL NATIONAL INSURANCE COMPANY OF OMAHA

A Capital Stock Company

OMAHA, NEBRASKA

Renewal of Number

DECLARATIONS

Item 1. Named insured and address (No., Street, Town, County, State)

The named insured is: *Individual* ☐ *Corporation* ☒ *Partnership* ☐

JOHNSON & JOHNSON
501 GEORGE ST.,
NEW BRUNSWICK, NEW JERSEY

CRAVENS, DARGAN & COMPANY
PACIFIC COAST
INSURANCE COMPANY UNDERWRITING MANAGERS
234 BUSH STREET
SAN FRANCISCO, CALIFORNIA 94104

3540 WILSHIRE BLVD.
LOS ANGELES, CALIF. 90005

Item 2. Policy Period:

FROM JANUARY 1ST, 1977 TO JANUARY 1ST, 1978

12:01 A.M., standard time at the address of the named assured as stated herein.

3. Premium: $ 26,667. MINIMUM & DEPOSIT (PER END. # 5)

4. Retained Limit: $ NOT APPLICABLE

5. Occurrence Limit: $ 500,000. PART OF $15,000,000.

6. Aggregate Limit: $ 500,000. PART OF $15,000,000.

7. Schedule of Underlying Insurance Policies:

TYPE OF POLICY	LIMITS OF LIABILITY	INSURER
UMBRELLA LIABILITY	$5,000,000. PER OCCURRENCE $5,000,000. AGGREGATE	NORTH RIVER INS. CO.

8. Form Numbers of Endorsements Forming Part of Policy at Issue: ENDORSEMENTS NOS. 1, 2, 3, 4 & 5 & 6

FEBRUARY 8TH, 1977 es

Countersigned: at

By Harold P. Wilmott Pwr

Authorized Representative

Harold P. Wilmott Power of Att.

Don Eyberg Don Eyberg Att. in Fact

UC-101 8-70-CLW (1M-8-70)

CONFIDENTIAL

INSURING AGREEMENTS

1. COVERAGE

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

(a) imposed upon the Insured by law.

or

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

for damages, direct or consequential and expenses on account of:-

(i) Personal injuries, including death at any time resulting therefrom,
(ii) Property Damage,
(iii) Advertising liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 7 of the Declarations.

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 separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

and the Company shall then be liable to pay only the excess thereof up to a further

$ (as stated in Item 5 of the Declarations)	ultimate net loss in all in respect of each occurrence – subject to a limit of
$ (as stated in Item 6 of the Declarations)	in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

CONDITIONS

PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered whole or in part under any other excess Policy issued to the Ined prior to the inception date hereof the limit of liability hereon stated in Items 5 and 6 of the Declarations shall be reduced by amounts due to the Insured on account of such loss under such r insurance.

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

AINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclus and conditions (except as regards the premium, the amount imits of liability and except as otherwise provided herein) as contained in or as may be added to the Underlying Umbrella ies stated in Item 2 of the Declarations prior to the happening occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella ies shall be maintained in full effect during the currency here- cept for any reduction of the aggregate limits contained there- ely by payment of claims in respect of accidents and/or oc- ces occurring during the period of this Policy or by the oper- of Condition C of the Underlying Umbrella Policies.

NCELLATION -

This Policy may be cancelled by the Named Insured or by the ny or their representatives by mailing written notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or their representative to the Named Insured at the address shown in this Policy shall be sufficient proof of notice, and the Insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or their representative shall be equivalent to mailing.

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 makes no payment or tender of return premium.

4. NOTICE OF OCCURRENCE -

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 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 claim.

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 in excess of the Insurance afforded by this Policy the Insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

Frank J Barrett
Secretary

M. K. Olson
President

FU-60 SC(50M 10-76)

GENERAL ENDORSEMENT

IT IS HEREBY AGREED THAT THE FOLLOWING ITEMS MANUFACTURED BY THE INSURED ARE EXCLUDED FROM COVERAGE UNDER THIS POLICY:

1) SWINE FLUE VACCINATION PRODUCTS

2) DES PRODUCTS

3) BIRTH CONTROL MEDICINES & DEVICES

4) FISH FOOD PRODUCTS

Deleted
See End #8

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. CNZ 14-07-48 of the CENTRAL NATIONAL INS. CO. OF OMAHA

Issued to JOHNSON & JOHNSON

Section No.

Endorsement No. 1 Effective 1-1-77 Agent

GENERAL ENDORSEMENT

DIP DOWN AND NON-CONCURRENCY WORDING:

IT IS HEREBY AGREED THAT 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 TO ACCIDENTS OR OCCURRENCES 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.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. CNZ 14-07-48 of the CENTRAL NATIONAL INS. CO. OF OMAHA

Issued to JOHNSON & JOHNSON

Section No. .....

Endorsement No. 2 Effective 1-1-77 .....Agent

FU 78 SC (25M 11-76)

ADDITIONAL INSURED ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THIS POLICY IS EXTENDED TO INCLUDE THE INTEREST OF THE FOLLOWING AS ADDITIONAL INSUREDS, SOLELY, HOWEVER, WITH RESPECT TO THEIR INTEREST IN ACTIVITIES CONDUCTED BY THE NAMED INSURED WHICH ARE INSURED HEREUNDER, BUT SHALL NOT OPERATE TO INCREASE THE COMPANY'S LIMIT OF LIABILITY:

1) BACTOMATIC INCORPORATED

1049 ELWELL COURT

PALO ALTO, CALIFORNIA

2) BIOPHYSICS SYSTEMS, INC.

BALDWIN PLACE RD.,

MAHOPAC, N. Y. 10541

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. CNZ 14-07-48 of the CENTRAL NATIONAL INS. CO. OF OMAHA

Issued to JOHNSON & JOHNSON

Section No. ..... Endorsement No. 3 Effective 1-1-77 ..... Agent

CC 11 12-68 GC(15M 4-71)

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FU-60 SC(50M 10-76)

GENERAL ENDORSEMENT

IT IS HEREBY AGREED THAT UNDER INSURING AGREEMENT II: LIMIT OF LIABILITY - UNDERLYING LIMITS, WHEREVER ITEM 3 & ITEM 4 APPEARS, IT IS AMENDED TO READ ITEM 7.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. CNZ 14-07-48 of the CENTRAL NATIONAL INS. CO. OF OMAHA

Issued to JOHNSON & JOHNSON

Section No.

Endorsement No. 4 Effective 1-1-77 Agent

FU-60 SC(50M 10-76)

GENERAL ENDORSEMENT

IT IS HEREBY AGREED THAT ITEM 3 UNDER THE DECLARATIONS OF THE POLICY IS TO READ AS FOLLOWS:

3. PREMIUM $26,667. MINIMUM AND RETAINED DEPOSIT.
ADJUSTABLE ON ANNUAL AUDIT BASIS AT A RATE OF
$1.88 PER $1,000. SALES OF EHICAL DRUGS
$.875 PER $1,000. SALES OF NON-ETHICAL DRUGS
$.0915 PER $1,000. SALES OF ALL OTHER PRODUCTS

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. CNZ 14-07-48 of the CENTRAL NATIONAL INS. CO. OF OMAHA

Issued to JOHNSON & JOHNSON

Section No.

Endorsement No. 5 Effective 1-1-77 Agent

FU-60 SC(50M 10-76)

GENERAL ENDORSEMENT

ADD'L. PREM. $133.00

PER PROVISIONS OF NEW JERSEY STATUTE, TITLE 17: CHAPTER 37-A, ARTICLES 19 & 20, ADDITIONAL PREMIUM DUE IN AMOUNT OF $133. REPRESENTING STATE ASSESMENT OF $.50%.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. CNZ 14-07-48 of the CENTRAL NATIONAL INS. CO. OF OMAHA

Issued to JOHNSON & JOHNSON

Section No.

Endorsement No. 6 Effective 1-1-77 Agent

3/18/77 TT:es

GENERAL ENDORSEMENT

IT IS AGREED THAT UNDER DECLARATIONS, ITEM 1, NAMED INSURED OF THE POLICY IS AMENDED TO INCLUDE THE FOLLOWING:

1) PEVRICK ENGINEERING COMPANY, INC.
   7410 SAN FERNANDO ROAD
   SUN VALLEY, CALIF.
   EFFECTIVE: JUNE 30, 1977

2) CRITIKON INC. & IBC/BERKELEY DIVISION OF
   CRITIKON INC.
   2700 DU PONT DRIVE
   IRVINE, CALIFORNIA 92715
   EFFECTIVE: APRIL 13, 1977

3) BERKELEY INTERNATIONAL INC. & PUERTO RICO
   INDUSTRIAL DEVELOPMENT CO.
   2700 DU PONT DRIVE
   IRVINE, CALIFORNIA 92715
   EFFECTIVE: APRIL 13, 1977

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. CNZ 14-07-48 of the

CENTRAL NATIONAL INSURANCE COMPANY

Issued to JOHNSON & JOHNSON

Section No.

Endorsement No. 7 Effective AS SHOWN ABOVE

CRAVENS, DARGAN & CO.
Harold P. Wilmott Power of Cttn
Don Eyberg act in-fact
Agent

MJ/SS/sae 11-2-77

GENERAL ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM PAID IT IS HEREBY UNDERSTOOD AND AGREED THAT ENDORSEMENT #1 IS DELETED IN IT'S ENTIRETY.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. CNZ 14-07-48 of the

CENTRAL NATIONAL INS. CO. OF OMAHA

Issued to JOHNSON & JOHNSON

Section No.

Endorsement No. 8 Effective 1-1-77 Edward M. Sone [illegible] Agent

FU 60 SC(50M 9-77) 5/15/78 MK:ER:es

GENERAL ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM PAID IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING ITEMS MANUFACTURED BY THE INSURED ARE EXCLUDED FROM COVERAGE UNDER THIS POLICY:

1) SWINE FLUE VACCINATION PRODUCTS

2) DES PRODUCTS.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To be attached to and forming a part of Policy No. CNZ 14-07-48 of the CENTRAL NATIONAL INS. CO. OF OMAHA

Issued to JOHNSON & JOHNSON

Section No.

Endorsement No. 9 Effective 1-1-77 Edward M Smith Agent

FU 60 SC(50M 9-77) 5/15/78 MK:ER:es

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