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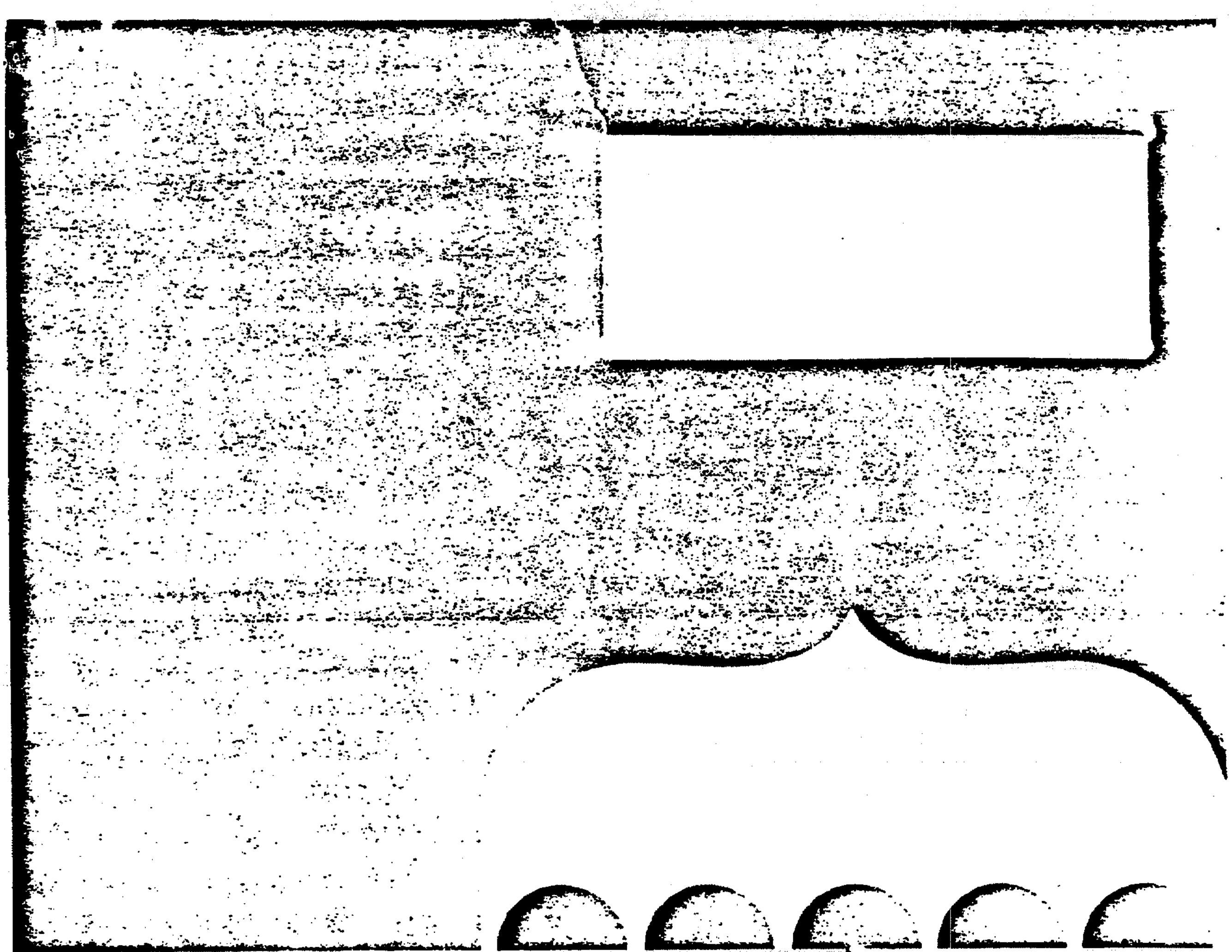

UMBRELLA LIABILITY POLICY

THE HARTFORD

UMBRELLA LIABILITY INSURANCE POLICY
QUICK REFERENCE

This Index will guide you quickly to the information you are looking for:

Declarations Page
- Your Name and Address
- Policy Period
- LIMITS OF LIABILITY
- PREMIUM

The Declarations Page contains specifics of your policy — such as the period your policy is in effect, limits of liability selected, the premiums and other information related to you and your insurance.

The member company of THE HARTFORD INSURANCE GROUP designated on the Declarations page as the insurer (a stock insurance company, herein called the company)

In consideraiton of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the **named insured** as follows:

I. COVERAGE

The company will pay on behalf of the **insured*ultimate net loss** in excess of the total applicable limit (as stated in the Extension Schedule of **Underlying Insurance** Policies) of **underlying insurance** or the amount of the **self-insured retention** when no **underlying insurance** applies, because of **bodily injury, personal injury, property damage** or **advertising injury** to which this insurance applies, caused by an **occurrence.**

EXCLUSIONS

This insurance does not apply:

A. to liability assumed by the **insured** under any contract or agreement with respect to an **occurrence** taking place before the contract or agreement is made:

B. to **bodily injury** or **property damage** arising out of the ownership, operation, maintenance, use or loading or unloading of any aircraft (1) owned by any **insured,** or (2) chartered or loaned to any **insured** without a crew; but this exclusion does not apply to **bodily injury** to any employees of any **insured** arising out of and in the course of their employment by any **insured;**

C. to **bodily injury** or **property damage** arising out of the ownership, operation, maintenance, use or loading or unloading of (1) any watercraft over fifty feet in length, owned by any **insured** or chartered or loaned to any **insured** without a crew or (2) any watercraft being used to carry persons for a charge; but this exclusion does not apply to **bodily injury** to any employees of any **insured** arising out of and in the course of their employment by any **insured,** or any watercraft while ashore on premises owned by, rented to or controlled by the **named insured;**

D. to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere, or any watercourse or body of water; but this exclusion does not apply to (1) injury or damage if such discharge, dispersal, release or escape is sudden and accidental, or (2) **bodily injury** to any employees of any **insured** arising out of and in the course of their employment by any **insured;**

E. to **bodily injury** or **property damage** due to war, invasion, act of a foreign power, hostilities (whether war be declared or not), civil war, rebellion, revolution, riot, riot attending a strike, civil commotion or insurrection or military power with respect to **occurrences** which take place outside the United States of America, its territories or possessions, or Canada;

F. to any obligation for which any **insured** or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or any other similar law; but this exclusion does not apply to liability of others assumed by the **named insured** under any contract or agreement;

G. to **property damage** to property owned by the **named insured;**

H. to **property damage** to:

(1) the **named insured's products** or premises alienated by the **named insured** if the **property damage** arises out of such products or premises or any part of such products or premises;

(2) work performed by or on behalf of the **named insured** if the **property damage** arises out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

I. to loss of use of tangible property which has not been physically injured or destroyed resulting from:

(1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or

(2) the failure of the **named insured's products** or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by or on behalf of the **named insured;**

*In any jurisdiction where the company may be prevented by law or otherwise from paying on behalf of the **insured**, the words "pay on behalf of the **insured**" are replaced by "indemnify the **insured** for".

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured;**

J. to **ultimate net loss** claimed for the withdrawal, inspection, repair, replacement or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

K. to **advertising injury** arising out of:
   (1) failure of performance of any contract or agreement, other than the unauthorized appropriation of ideas based upon an alleged breach of an implied contract;
   (2) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised;
   (3) incorrect description or mistake in the advertised price of goods, products or services sold, offered for sale or advertised; or
   (4) the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **insured;**

L. to **personal injury** arising out of discrimination or humiliation directly or indirectly related to the employment or prospective employment of any person or persons by any **insured;**

M. to **personal injury** arising out of any publication or utterance of a libel, slander, or other defamatory or disparaging material, or in violation of an individual's right of privacy, if the first injurious publication of the same or similar material by or on behalf of the **insured** was made prior to the effective date of this insurance;

N. to **personal injury** arising out of (1) any publication or utterance of a libel, slander, or other defamatory or disparaging material, or in violation of an individual's right of privacy, concerning any person, organization, or business enterprise, or his or her or its products or services, made by or at the direction of any **insured** with knowledge of the falsity thereof, or (2) the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **insured;**

O. with respect to coverage afforded any employee of the **named insured,** to **bodily injury** or **personal injury** to:
   (1) another employee of the **named insured** arising out of and in the course of his or her employment, or
   (2) the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof,

   unless there is valid and collectible **underlying insurance** covering such **bodily injury** or **personal injury;**

P. with respect to coverage afforded any employee of the **named insured,** to **property damage** to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:
   (1) another employee of the **named insured,** or
   (2) the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof,

   unless there is valid and collectible **underlying insurance** covering such **property damage;**

Q. to any claim for Uninsured or Underinsured Motorists Coverage, unless this policy is endorsed to provide such coverage; or

R. to any claim for Personal Injury Protection, Property Protection or similar no-fault coverage by whatever name called, unless this policy is endorsed to provide such coverage.

II. INVESTIGATION, DEFENSE, SETTLEMENT

With respect to **bodily injury, personal injury, property damage** or **advertising injury** covered under this policy (whether or not the **self-insured retention** applies) and
(1) for which no coverage is provided under any **underlying insurance;** or
(2) for which the underlying limits of any **underlying insurance** policy have been exhausted solely by payments of **damages** because of **occurrences** during the period of this policy,

The company will
   (a) defend any **suit** against the **insured** seeking **damages** on account thereof, even if such **suit** is groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or **suit** as it deems expedient;
   (b) pay all expenses incurred by the company, all costs taxed against the

insured in any **suit** defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(c) pay all premiums on appeal bonds required in any such **suit**, premiums on bonds to release attachments in any such **suit** for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **insured** because of an accident or traffic law violation arising out of the operation of any vehicle to which this policy applies, but the company shall have no obligation to apply for or furnish any such bonds;

(d) pay all reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or **suit**, including actual loss of earnings not to exceed $100 per day per **insured**;

and the amounts so incurred, except settlement of claims and **suits**, are not subject to the insured's **self-insured retention** as stated in the declarations and are payable by the company in addition to the applicable limit of liability of this policy.

The **insured** agrees to reimburse the company promptly for amounts paid in settlement of claims or **suits** to the extent that such amounts are within the **insured's self-insured retention** as stated in the declarations.

The **named insured** agrees to arrange for the investigation, defense or settlement of any **claim or suit** in any country where the company may be prevented by law from carrying out this agreement. The company will pay **defense expenses** incurred with its written consent in addition to its applicable limit of liability under this policy and will promptly reimburse the **named insured** for its proper share, subject to its applicable limit of liability under this policy, of any settlement above the **self-insured retention** made with the company's written consent.

The company shall have the right to associate at its own expense with the **insured** or any underlying insurer in the investigation, defense or settlement of any claim or **suit** which in the company's opinion may require payment hereunder. In no event, however, will the company contribute to the costs and expenses incurred by any underlying insurer.

III. PERSONS INSURED

Each of the following, including the **named insured**, is an **insured** under this insurance to the extent set forth below:

A. if the **named insured** is an individual, such individual but only with respect to the conduct of a business of which he or she is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;

B. if the **named insured** is a partnership or joint venture, the partnership or joint venture and any partner or member thereof but only with respect to his or her liability as such;

C. if the **named insured** is other than an individual, partnership or joint venture, such organization and any **executive officer**, director or stockholder thereof while acting within the scope of his or her duties as such;

D. any person (other than an employee of the **named insured**) or organization while acting as a real estate manager for the **named insured;**

E. any employee of the **named insured** while acting within the scope of his or her duties as such;

F. with respect to any **automobile** owned by the **named insured** or hired for use by or on behalf of the **named insured**, any person (including an employee of the **named insured**) while using such **automobile** and any person or organization legally responsible for the use thereof, provided its actual use is with the permission of the **named insured**, except

(1) any person or organization, or any agent or employee thereof, operating an **automobile** sales agency, repair shop, service station, storage garage or public parking place, with respect to an **occurrence** arising out of the operation thereof; or

(2) the owner or any lessee, other than the **named insured**, of a hired **automobile** or any agent or employee of such owner or lessee;

G. any person or organization to whom or to which the **named insured** is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations performed by the **named insured**, or facilities owned or used by the **named insured;**

H. any other person or organization who is an **insured** under any policy of **underlying insurance**, subject to all the limitations upon coverage under such policy other than the limits of the underlying insurer's liability.

With respect to any person or organization who is not an **insured** under an **underlying insurance** policy, coverage under this policy shall apply only to **ultimate net loss** in excess of the **underlying insurance** or **self-insured retention** applicable to the **named insured.**

This insurance does not apply to **bodily injury, personal injury, property damage,** or **advertising injury** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured.**

IV. LIMITS OF LIABILITY

Regardless of the number of (a) **insureds** under this policy, (b) persons or organizations who sustain injury or **damage** or (c) claims made or **suits** brought on account of such injury or **damage,** the company's liability is limited as follows:

1. The total liability of the company for all **ultimate net loss** as the result of any one **occurrence** shall not exceed the limit of liability stated in the declarations as applicable to "each **occurrence.**"
2. Subject to the above provision respecting "each **occurrence**", the total liability of the company for all **ultimate net loss** because of all **bodily injury** and **property damage** to which this policy applies and which is described in either of the numbered subparagraphs below shall not exceed the limit of liability stated in the declarations as "aggregate":
   (a) all **bodily injury** and **property damage** included within the **products hazard** and within the **completed operations hazard,**
   (b) all **bodily injury** because of occupational diseases of employees of **insureds.**

   The aggregate limit of liability shall apply separately to the injury or damage described in subparagraphs (a) and (b) above.
3. For the purpose of determining the limit of the company's liability, all **advertising injury, bodily injury, personal injury** and **property damage** described in either of the subparagraphs below shall be considered as arising out of one **occurrence:**
   (a) all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions,
   (b) all **advertising injury** and **personal injury** arising out of repeated publications or utterances of the same or similar material.

V. DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"advertising injury" means injury other than **personal injury** arising out of one or more of the following offenses committed during the policy period in connection with the **named insured's** advertising activities: (1) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; (2) infringement of copyright or of title or of slogan; or (3) piracy or unfair competition or idea misappropriation under an implied contract;

"automobile" means a land motor vehicle, trailer or semi-trailer;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period;

"completed operations hazard" includes **bodily injury** and **property damage** arising out of operations, or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned, and occurs away from premises owned by or rented to the **named insured.** "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

(1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,

(2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

(1) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(2) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(3) operations for which the classification stated in the **underlying insurance** policy in the

company's manual specifies "including completed operations".

"damages" do not include fines or penalties or damages for which insurance is prohibited by the law applicable to the construction of this policy. Subject to the foregoing, **"damages"** include damages for any of the following which result at any time from **bodily injury** to which this policy applies: death, mental anguish, shock, disability or care and loss of services or consortium;

"defense expenses" means all reasonable expenses (other than the amount of any settlement) incurred by the **named insured** in discharging the **named insured's** obligations under Provision II with respect to the investigation, defense or settlement of claims or **suits** except (1) salaries of salaried employees of the **named insured**, and (2) any such expense payable under an **underlying insurance** policy or any other valid and collectible insurance;

"executive officer" means a person holding any of the officer positions created by the charter, constitution or by-laws of the **named insured;**

"first named insured" means the person or organization first named in Item 1 of the declarations of this policy;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of this policy. The insurance afforded applies separately to each **insured** against whom claim is made or **suit** is brought, except with respect to the limits of the company's liability;

"named insured" means the **first named insured** and any other person or organization named in Item 1 of the declarations and any other organization coming under the **named insured's** control and of which it assumes active management;

"named insured's dispensary or clinic" means a dispensary, clinic or similar facility maintained by the **named insured** for the benefit or convenience of the **named insured's** employees or students;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a **vehicle**), but **named insured's products** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means

(1) with respect to **bodily injury** or **property damage:** an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured** and includes:

(a) the rendering of or failure to render professional medical, dental or nursing services by the **named insured's dispensary or clinic,**

(b) the use of reasonable force for the lawful protection of employees, tenants, guests or property of the **named insured,** and

(2) with respect to **advertising injury** and **personal injury** respectively: an offense described in one of the numbered subdivisions of those terms in this policy;

"personal injury" means injury, other than **advertising injury,** arising out of one or more of the following offenses committed during the policy period in the conduct of the **named insured's business:**

(1) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy;

(2) false arrest, detention or imprisonment, or malicious prosecution;

(3) wrongful entry or eviction or other invasion of an individual's right of privacy; or

(4) discrimination or humiliation not intentionally committed by or at the direction of the **insured** or any **executive officer,** director, stockholder, partner or member thereof, but only with respect to injury to the feelings or reputation of a natural person;

"products hazard" includes **bodily injury** and **property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by, or rented to the **named insured,** and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

"self-insured retention" means the amount stated as such in the declarations which is retained and payable by the **insured** with respect to "each **occurrence**". All expenses incurred in the investigation or defense of a claim or **suit** within the **self-insured retention** shall be payable by the company;

"suit" includes an arbitration proceeding to which the **insured** is required to submit or to which the **insured** has submitted with the company's consent;

"ultimate net loss" means all sums which the

insured and his or her insurers shall become legally obligated to pay as **damages,** whether by final adjudication or settlement with the company's written consent, after making proper deduction for all recoveries and salvages collectible;

"underlying insurance" means the insurance policies listed in the Extension Schedule of **Underlying Insurance** Policies, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Extension Schedule of **Underlying Insurance** Policies. The limit of **underlying insurance** includes any deductible amount, any participation of the **insured** or any **self-insured retention** beneath any such **policy**, less the amount, if any, by which the aggregate limit of such insurance has been reduced by payment of loss with respect to **occurrences** during the policy period of this policy. The coverages and limits of such policies shall be deemed to be applicable regardless of (1) any defense which the underlying insurer may assert because of the **insured's** failure to comply with any condition of any such policy or (2) the insolvency of the underlying insurer.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the policy does not apply:

A. Under any Liability Coverage, to **bodily injury** or **property damage**

(1) with respect to which an **insured** under the policy is also an insured under a nuclear energy liability policy issued by the 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

(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. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties** of **nuclear material**, if

(1) the **nuclear material** (a) is 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 **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:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means **source material**, **special nuclear material** or **by-product material**;

"source material", **"special nuclear material"**, and **"by-product material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"waste" means any waste material:

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

(b) 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**;

"**nuclear facility**" means

(a) any **nuclear reactor,**

(b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing **spent fuel**, or (iii) 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;

"**property damage**" includes all forms of radioactive contamination of property.

CONDITIONS

1. **Premium**

All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein, and shall be payable by the **first named insured.**

2. **Inspection and Audit**

The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of the **named insured** or others to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, insofar as they relate to the subject matter of this insurance.

3. **Notice of Occurrence**

Whenever it appears that an **occurrence** is likely to involve payment under this policy, written notice shall be given to the company or its authorized agents by the **named insured** or a designated representative of the **named insured** as soon as practicable. Such notice shall contain particulars sufficient to identify the **insured** and also reasonably obtainable information respecting the time, place and circumstances of the **occurrence,** the names and addresses of the injured and of available witnesses.

4. **Assistance and Cooperation of the Insured**

The **insured** shall cooperate with the company and shall comply with all the terms and conditions of this policy and shall also cooperate with any of the underlying insurers as required by the terms of the **underlying insurance** and comply with all the terms and conditions thereof. The **insured** shall enforce any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of **bodily injury, personal injury, property damage** or **advertising injury** with respect to which insurance is afforded under this policy or any of the **underlying insurance** policies.

5. **Action Against Company**

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured,** after actual trial, or by written agreement of the **insured,** the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

6. **Appeals**

In the event the **insured** or the **insured's** underlying insurer elects not to appeal a judgment in excess of the **underlying insurance** or the **self-insured retention,** the company may elect to make such appeal, at its cost and expense, and shall be liable in addition to the applicable limit of liability, for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the company for **ultimate net loss** exceed the amount herein applicable to any one **occurrence** plus the cost and expenses of such appeal.

7. Other Insurance

The insurance afforded by this policy shall be excess insurance over any other valid and collectible insurance (except when purchased specifically to apply in excess of this insurance) available to the **Insured,** whether or not described in the Extension Schedule of **Underlying Insurance** Policies, and applicable to any part of **ultimate net loss,** whether such other insurance is stated to be primary, contributing, excess or contingent; provided that if such other insurance provides umbrella coverage in excess of **underlying insurance** or the **self-insured retention,** the insurance afforded by this policy shall contribute therewith with respect to such part of **ultimate net loss** as is covered hereunder, but the company shall not be liable for a greater proportion of such loss than the amount which would have been payable under this policy bears to the sum of said amount and the amounts which would have been payable under each other umbrella policy applicable to such loss, had each such policy been the only policy so applicable.

8. Subrogation

In the event of any payment under this policy, the company shall participate with the **insured** and any underlying insurer in the exercise of all the **insured's** rights of recovery against any person or organization liable therefor, 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 after loss to prejudice such rights.

Recoveries shall be applied:

first, to reimburse any interest (including the **insured**) that may have paid any amount with respect to liability in excess of the limit of the company's liability hereunder;

then, to reimburse the company up to the amount paid hereunder, along with any other insurers having a quota share interest at the same level; and

lastly, to reimburse such interests (including the **insured**), with respect to which this insurance is excess, as are entitled to claim the residue, if any;

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

9. Changes

Notice to any agent, or knowledge possessed by any agent, or 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 with respect to any requirements as to **underlying insurance**; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company.

10. Assignment

Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, an individual **named insured** shall die, such insurance as is afforded by this policy shall apply (a) to the individual **named insured's** legal representative, as an individual **named insured,** but only while acting within the scope of his or her duties as such, and (b) with respect to the property of an individual **named insured,** to the person having proper temporary custody thereof, as **insured,** but only until the appointment and qualification of the legal representative.

11. Maintenance of Underlying Insurance

Policies affording in total the coverage and limits stated in the Extension Schedule of **Underlying Insurance** Policies shall be maintained in full effect during the currency of this policy. Failure of the **named insured** to comply with the foregoing shall not invalidate this policy, but in the event of such failure, the company shall be liable only to the extent that it would have been liable had the **named insured** complied therewith.

The **first named insured** shall give the company written notice as soon as practicable of any change in the coverage or in the limits of any **underlying insurance,** and of the termination of any coverage or the reduction or exhaustion of the aggregate limits of any **underlying insurance.**

The **self-insured retention** shall not apply should the **underlying insurance** be exhausted by the payment of claims or **suits.**

12. Sole Agent

The **first named insured** is authorized to act on behalf of all **insureds** with respect to the giving or receiving of notice of cancellation, receiving unearned premium, and agreeing to any changes in the policy.

13. Cancellation

This policy may be cancelled by the **first 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 cancelled by the company by mailing to the **first named insured,** at the address shown in this policy, written notice stating when not less than 60 days thereafter such cancellation shall be effective; provided that, if the **first named insured** fails to discharge when due any of its obligations in connection with the payment of premium for this policy or any installment thereof, this policy may be cancelled by the company by mailing to the **first named insured** written notice stating when not less than 30 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **first named insured** or by the company shall be equivalent to mailing.

If the **first named insured** cancels, earned premium shall be the pro-rata earned premium plus 10% of the pro-rata unearned premium. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

14. **Declarations**

By acceptance of this policy the **first named insured** agrees that the statements in the declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements existing between **the first named insured** and the company or any of its agents relating to this insurance.

In Witness Whereof, the Company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the Company.

Michael S. Wilder

Michael S. Wilder, *Secretary*

DeRoy C. Thomas

DeRoy C. Thomas, *President*

•23-34 MAN ft.

5 Hartford Accident and Indemnity Company
3 Hartford Casualty Insurance Company
Hartford Plaza, Hartford, Connecticut 06115

THE HARTFORD

The INSURER shall be The Company as designated herein by Co. Code:

Co. Code: 5

POLICY NO. 10 HU JC1040 ✓

DECLARATIONS

Items

Previous Policy No.: 10 HU HE1700

1. **Named Insured and Mailing Address** →
   SCM Corporation
   299 Park Avenue
   New York, NY 10171

   The Named Insured is: Individual ☐ Corporation ☐ Partnership ☐ Other:
2. **Policy Period:** → 1-1-84 Inception (Mo. Day Yr.) 1-1-85 Expiration (Mo. Day Yr.)
   12:01 A.M. standard time at the address of the named insured as stated herein.

Producer's Name and Address	Producer's Code
Marsh & Mc Lennan	25-2898

3. **Premium:**

Advance Premium	Minimum Premium	Rate	Per	Premium Base
$ 150,000.00	$			

Gordon Nicolas
416-292-2930

4. Self-insured Retention → $ 100,000
5. Limits of Liability
   each occurrence → $ 9,000,000
   aggregate → $ 9,000,000

6. Schedule of Underlying Insurance Policies

SEE ATTACHED EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES FORMING A PART OF POLICY.

The above numbered Umbrella policy is completed by:
(a) this Declarations, Form XL-10;
(b) the Policy Provisions, Form XL-12;
(c) the Policy Jacket, Form 6153;
(d) any Endorsements forming part of the policy at issue.

Form Numbers of Endorsements Forming Part of Policy At Issue:

XL 224-0 XL 257-1 XL 319-1 G 2240- (Nmd Ins.) (FF Aircraft) (Auto Cov)
(Notice of Canc) (Joint Venture) (Amend of cov) (Emp Ben)
(Excess Workers Comp)

Date	Agency at	Countersigned by Authorized Agent
1-23-84	New York City	[signature]

Form XL-10-1 Printed in U.S.A.

Extension Schedule of Underlying Insurance Policies

THE HARTFORD

Policy Number
10 HU JC1040

Named Insured and Address

This extension schedule forms a part of the policy designated herein.

Carrier, Policy Number & Period	Type of Coverage	Applicable Limits
(a) CNA CCP089657845 1-1-84-85	Employers' Liability Elod Jones Act F.E.L.A. U.S.L.& H	Employers' Liability $ 1,000,000 each accident* $,000 O. D. aggregate*
(b) CNA CCP089657845 1-1-84-85	Comprehensive Automobile Liability including ☒ owned automobiles ☒ non-owned automobiles ☒ hired automobiles	Bodily Injury Liability $,000 each person $,000 each occurrence Property Damage Liability $,000 each occurrence Bodily Injury and Property Damage Liability Combined $ 1,000,000 each occurrence
(c) CNA CCP089657845 1-1-84-85	General Liability including ☒ products-completed operations Liability ☒ contractual Liability ☒ personal injury Liability ☒ employees as additional insureds ☒ Liquor Law Liability ☒ Advertisers Liab ☒ Stop Gap Liab	Bodily Injury Liability $,000 each occurrence $,000 aggregate Property Damage Liability $,000 each occurrence $,000 aggregate Bodily Injury and Property Damage Liability Combined $ 1,000,000 each occurrence $ 1,000,000 aggregate 1,000,000 ea. Occ CSL 1,000,000 CSL ea Person 1,000,000 Ea. Occ.
(d)	Watercraft Liability including ☐ owned watercraft ☐ non-owned watercraft	Bodily Injury Liability $,000 each person $,000 each occurrence Property Damage Liability $,000 each occurrence Bodily Injury and Property Damage Liability Combined $,000 each occurrence
(e) Federal 1GW47359 9-1-81/84 & Renewal	Other (Specify) Aircraft Liab.	50,000,000 CSL

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

Note Maintenance of Underlying Insurance Condition.

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

Form XL-11-2 Printed in U.S.A. (NS)

Extension Schedule of Underlying Insurance Policies

THE HARTFORD

Policy Number
10 HU JC1040

Named Insured and Address

This extension schedule forms a part of the policy designated herein.

Carrier, Policy Number & Period	Type of Coverage	Applicable Limits
(a)	Employers' Liability	Employers' Liability $,000 each accident* $,000 O. D. aggregate*
(b)	Comprehensive Automobile Liability including ☐ owned automobiles ☐ non-owned automobiles ☐ hired automobiles	Bodily Injury Liability $,000 each person $,000 each occurrence Property Damage Liability $,000 each occurrence Bodily Injury and Property Damage Liability Combined $,000 each occurrence
(c) CNA CCP089657845 1-1-84-85	General Liability including ☐ products-completed operations Liability ☐ contractual Liability ☐ personal injury Liability ☐ employees as additional insureds ☐ Liquor Law Liability ✓ ☒ Employee Benefits ☒ Employers Malpractice	Bodily Injury Liability $,000 each occurrence $,000 aggregate Property Damage Liability $,000 each occurrence $,000 aggregate Bodily Injury and Property Damage Liability Combined $,000 each occurrence $,000 aggregate 1,000,000 Ea. Occ. 1,000,000 Agg. 1,000,000 Ea. Occ CSL
(d)	Watercraft Liability including ☐ owned watercraft ☐ non-owned watercraft	Bodily Injury Liability $,000 each person $,000 each occurrence Property Damage Liability $,000 each occurrence Bodily Injury and Property Damage Liability Combined $,000 each occurrence
(e) Protective XC 1178 1-1-84-85	Other (Specify) Excess workers compensation	2,000,000 Ea. Occ XS of 250,000 Sir per accident

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

Note Maintenance of Underlying Insurance Condition.

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

Extension Schedule of Underlying Insurance Policies

THE HARTFORD

Policy Number
10 HU JC1040

Named Insured and Address

This extension schedule forms a part of the policy designated herein.

Carrier, Policy Number & Period	Type of Coverage	Applicable Limits
(a)	Employers' Liability	Employers' Liability $,000 each accident* $,000 O. D. aggregate*
(b)	Comprehensive Automobile Liability including ☐ owned automobiles ☐ non-owned automobiles ☐ hired automobiles	Bodily Injury Liability $,000 each person $,000 each occurrence Property Damage Liability $,000 each occurrence Bodily Injury and Property Damage Liability Combined $,000 each occurrence
(c)	General Liability including ☐ products-completed operations Liability ☐ contractual Liability ☐ personal injury Liability ☐ employees as additional insureds ☐ Liquor Law Liability ☐ ☐	Bodily Injury Liability $,000 each occurrence $,000 aggregate Property Damage Liability $,000 each occurrence $,000 aggregate Bodily Injury and Property Damage Liability Combined $,000 each occurrence $,000 aggregate
(d)	Watercraft Liability including ☐ owned watercraft ☐ non-owned watercraft	Bodily Injury Liability $,000 each person $,000 each occurrence Property Damage Liability $,000 each occurrence Bodily Injury and Property Damage Liability Combined $,000 each occurrence
(e) CNA CCP089657845 1-1-84-85	Other (Specify) Lawyer's Professional Liability	250,000 Each claim 500,000 Agg Except 1,000,000 for specifically Named Lawyers

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

Note Maintenance of Underlying Insurance Condition.

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

THE HARTFORD

Named Insured and Address

Policy Number
10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

Extension Schedule Continued

It is understood that the following coverages are scheduled as underlying to the comprehensive general liability policy as issued by the continental casualty company policy number CCP089657845. It is further understood that the comprehensive general liability will be excess over all scheduled limits.

Coverage	Limits of Liability	Carrier	Policy No.
A) Employers' Liab, E.L.O.D. Jones Act, F.E.I.A. & U.S.L. & H			
All State Policy	100,000 Ea. Occ	CNA	WC 3451539
Sylvachem Corp.	100,000 Ea. Occ	CNA	WC 3451541
Texas Exposures	100,000 Ea. Occ	Texas Employers Ins. Assoc.	WCA-84311
B) Watercraft Liability			
Watercraft in Joliet & Baltimore	1,000,000 Ea. Vessel Accident/Occurrence	Continental Ins. Co	PIC 83005
Florida Watercraft	1,000,000 Ea. Accident	Continental Ins. Co.	YC 245326
C) Charterers Legal Liab	1,000,000 Any one Accident or Series of Accidents	Continental Ins. Co.	HC 037270
D) Foreign Insurance Per Underlying Schedule	Various	Various	Various

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form G-2240-3 B Printed in U.S.A

Countersigned by Henry O. [signature]

Authorized Agent

EMPLOYEE RETIREMENT INCOME SECURITY ACT LIABILITY EXCLUSION ENDORSEMENT

THE HARTFORD

Policy Number 10 HU JC1040	Named Insured and Address
This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.	
Effective Date	Effective hour is the same as stated in the Declarations of the policy.
Endt. No.	

It is agreed that the insurance does not apply with respect to any liability arising out of intentional or unintentional violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Revision Reform Act of 1974), or any amendments to them.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company: provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form XL-224-0 Printed in U.S.A.

Countersigned by .... Authorized Agent

NEW YORK AMENDATORY ENDORSEMENT — UMBRELLA LIABILITY

THE HARTFORD

Policy Number	Named Insured and Address
10 HU JC1040	

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date	Effective hour is the same as stated in the Declarations of the policy.

Endt. No.:

It is agreed that:

1. The definition of "personal injury" is amended to read:

   "personal injury" means injury, other than **advertising injury,** arising out of one or more of the following offenses committed during the policy period in the conduct of the **named insured's** business:

   (1) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy;

   (2) false arrest, detention or imprisonment, or malicious prosecution;

   (3) wrongful entry or eviction or other invasion of an individual's right of privacy.

2. Exclusion L is amended to read:

   L to **personal injury** sustained by any person:

   (1) as the result of an offense directly or indirectly related to the employment of such person by the **named insured,** or

   (2) on account of discrimination because of race, creed, color or national origin.

3. CONDITION 5, Action Against Company, is amended to read as follows:

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** or by written agreement of the **insured,** the claimant, and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company: provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form XL-257-1 Printed in U.S.A.

Countersigned by Henry O. [signature]
Authorized Agent

CANADIAN TERRITORIAL
EXCLUSION ENDORSEMENT

THE HARTFORD

Named Insured and Address

Policy Number	
10 HU JC1040	
This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.	
Effective Date	Effective hour is the same as stated in the Declarations of the policy.
Endt. No.	

It is agreed that the policy is amended by adding thereto the following provision:

VI. Policy Territory

This insurance applies only to bodily injury, personal injury, property damage, and advertising injury covered by this policy and caused by an occurrence which takes place anywhere in the world other than within Canada.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the [illegible] than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company, provided that if this endorsement [illegible] as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of [illegible] duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form XL-319-1 Printed in U.S.A.

Countersigned by .... Auth.

GLD052213
0049-GLD-000052213

THE HARTFORD

Named Insured and Address

Policy Number

10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

It is agreed that item #1, Named Insured shall read:

Named Insured

A) SCM Corporation, all subsidiaries and subsidiaries of the subsidiaries, SCM Foundation, any other company of which it assumes active management, any employee sponsored association or clubs of the named insured.

B) Jotun-Baltimore Copper Paint Company A Joint Venture, however, such coverage as is provided for the interest of Glidden-Durkee division of SCM Corporation and A.F. Jotungruppen of Norway in The Joint Venture above is restricted to such coverage as is available to the insured under the primary insurance stated in the schedule of underlying insurances attached to this policy.

C) Sylvachem Corporation, A Joint Venture, however, such coverage as is provided for the interest of Glidden-Durkee division of SCM Corporation and St. Regis paper corporation in the joint venture above is restricted to such coverage as is available to the insured under primary insurance stated in the schedule of underlying insurances attached to this policy.

However coverage shall not apply to Canadian liability.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form G-2240-3 B Printed in U.S.A.

Countersigned by ....

Authorized Agent

GLD052214

0049-GLD-000052214

THE HARTFORD

Named Insured and Address

Policy Number
10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date	Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

It is agreed that coverage under this policy shall not apply to Canadian Liability covered under policy # 90HU 103239

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by .... Authorized Agent

Form G-2240-3 A Printed in U.S.A.

THE HARTFORD

Named Insured and Address

Policy Number
10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

Limitation Endorsement
Umbrella Liability

In consideration of the premium charged, it is agreed that such indemnification is provided by the policy shall not apply to:

Aircraft Liability

Unless there is valid and collectible underlying insurance described in the schedule of underlying insurance, and then only for such aircraft liability, is afforded under said underlying insurance.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by Henry O. [signature]
Authorized Agent

Form G-2240-3 A Printed in U.S.A.

THE HARTFORD

Named Insured and Address

Policy Number
10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date	Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

"It is understood and agreed that this policy excludes automobile liability coverage for leased vehicles or leased back vehicles when being used for personal use by employees and employees families or others driving with their permission."

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by .... Authorized Agent

Form G-2240-3 A Printed in U.S.A.

THE HARTFORD

Named Insured and Address

Policy Number
10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

Notice of Cancellation Endorsement

It is agreed that in the event of cancellation of/or non-renewal of the above policy 90 days prior written notice will be given to the named insured except for non-payment of premium.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company: provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Henry O. Schumann

Countersigned by.. Authorized Agent

Form G-2240-3 A Printed in U.S.A.

THE HARTFORD

Named Insured and Address

Policy Number
10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date — Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

Joint Venture Endorsement (NMA 1687)

1. It is agreed that this policy covers any liability which is insured and which arises in any manner whatsoever out of the operations or existence of any joint venture, Co-Venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the insured has an interest. In such claims, liability under this policy shall be limited to the product of (A) the percentage interest of the insured in the joint venture and (B) the total limit of liability insurance afforded the insured by this policy. Where the percentage interest of the insured in the joint venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the joint venture., such percentage shall not be increased by the insolvency of others interested in the said joint venture.

2. It is further agreed that, where any underlying insurance (S) has been reduced by a clause having the same effect as paragraph (1), the liability of underwriters under this policy, as limited by paragraph (1), shall be excess of the sum of (A) such reduced limits of any underlying insurance (S) and (B) the limits of any underlying insurance (S) not so reduced.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy other than as herein stated

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form G-2240-3 B Printed in U S A

Countersigned by ....
Authorized Agent

THE HARTFORD

Named Insured and Address

Policy Number
10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

EMPLOYEE BENEFIT PROGRAMS
ERRORS AND OMISSIONS ENDORSEMENT

It is agreed that the policy also includes the following:

I...COVERAGE: The company will indemnify the insured for ultimate net loss which the insured shall become legally obligated to pay, in excess of the applicable limit of the underlying errors and omissions liability insurance policy described in Item 6 of the declarations, on account of any claim made against the insured and caused by negligent act, error or omission of the insured, or any other person for whose acts the Insured is legally liable in the administration of the insured's Employee Benefit Programs as defined herein.

II.. DEFINITIONS:

(a) "Employee Benefit Programs" -The term "Employee Benefit programs" shall mean Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security and Disability Benefits.

(b) "Administration"- The unqualified word "Administration", wherever used, shall mean:

(1) giving counsel to employees with respect to Employee Benefit Programs;
(2) interpreting Employee Benefit Programs;
(3) handling of records in connection with Employee Benefit Programs;
(4) effecting enrollment of employees under Employee Benefit Programs;

provided all such acts are authorized by the Named Insured.

III. EXCLUSIONS - This insurance does not apply:

(a) unless a Liability Insurance Policy is described in Item 6 of the Declaration which affords coverage with respect to errors or omissions in the administration of the Insured's Employee Benefit Programs and such policy or a renewal or replacement thereof, is in force cooncurrently with this policy; or

(b) To any claim not covered under such policy.

It is also agreed that Section (A) of "Ultimate Net Loss" under Insuring Agreement V, Other Definitions, is amended to include the foregoing.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by .... Henry O. [signature]
Authorized Agent

Form G-2240-3 C Printed in U.S.A. 6-74

THE HARTFORD

Named Insured and Address

Policy Number
10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date	Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

Amendment of Coverage
Excess Worker's Compensation

It is agreed that exclusion (F) of this policy is deleted but only as respects liability under any worker's compensation law covered by the following scheduled underlying policy.

Carrier, Policy Number Period	Type of Coverage	Applicable limits
Protective - XC 1178 1-1-84-85	Excess Workers Compensation	2,000,000 each occ. excess of 250,000 S.I.R. per accident

It is further agreed that the insurance does not apply, unless coverage for such indemnification is provided by underlying insurance, having underlying limits as described above and in the schedule of underlying insurance.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form G-2240-3 B Printed in U.S.A.

Countersigned by Henry O. Schwaner
Authorized Agent

3/30/jm
Marsh & McLennan 25 2898

exp. 1/1/85

THE HARTFORD

Named Insured and Address

SCM Corporation
299 Park Avenue
NY NY 10171

Policy Number
10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date	Effective hour is the same as stated in the Declarations of the policy.
1/1/84	

Endt. No.
4

It is agreed as respects Named Insured Endorsement the following is deleted:

B) Jotun-Baltimore Copper Paint Company A Joint Venture, however, such coverage as is provided for the interest of Glidden-Durkee division of SCM Corporation and A.F. Jotungruppen of Norway in The Joint Venture above is restricted to such coverage as is available to the insured under the primary insurance stated in the schedule of underlying insurance attached to this policy.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by .... Authorized Agent

Form G-2240-3 A Printed in U.S.A.

GLD052222
0049-GLD-000052222

3/30/jm
Marsh & McLennan 25 2898

exp. 1/1/85

THE HARTFORD

Named Insured and Address

Policy Number
10 HU JC1040

SCM Corporation
299 Park Avenue
NY NY 10171

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date	Effective hour is the same as stated in the Declarations of the policy.
2/2/84	

Endt. No. 5

It is agreed as respects Named Insured Endorsement the following is deleted:

C) Sylvachem Corporation, A Joint Venture, however, such coverage as is provided for the interest of Glidden-Durkee division of SCM Corporation and St. Regis Paper Corporation in the joint venture above is restricted to such coverage as is available to the insured under primary insurance stated in the schedule of underlying insurance attached to this policy.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company: provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by.................................... Authorized Agent

Form G-2240-3 A Printed in U.S.A.

3/30/jm
Marsh & McLennan 25 2898

exp. 1/1/85

THE HARTFORD

Named Insured and Address

SCM Corporation
299 Park Avenue
NY NY 10171

Policy Number 10 HU JC1040	
This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.	
Effective Date 1/1/84	Effective hour is the same as stated in the Declarations of the policy.
Endt. No. 6	

It is agreed that endorsement G2240-3A excluding automobile liability coverage for leased vehicles or leased back vehicles is deleted.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by..
Authorized Agent

Form G-2240-3 A Printed in U.S.A.

GLD052224
0049-GLD-000052224

3/30/jm
Marsh & McLennan 25 2898

exp. 1/1/85

THE HARTFORD

Policy Number
10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

SCM Corporation
299 Park Avenue
NY NY 10171

Effective Date
1/1/84

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.
7

It is agreed as respects Employee Benefit Programs Errors and Omissions Endorsement is deleted.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by..
Authorized Agent

Form G-2240-3 A Printed in U.S.A.

3/30/jm
Marsh & McLennan 25 2898

Exp. 1/1/85

THE HARTFORD

Policy Number
10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date	Effective hour is the same as stated in the Declarations of the policy.
1/1/84	

Endt. No.
8

Named Insured and Address

SCM Corporation
299 Park Avenue
NY NY 10171

Revised Limitation Endorsement
(Umbrella Liability)

In consideration of the premium charged, it is agreed that such indemnification as is provided by the policy shall not apply to:

Aircraft Liability
Employee Benefit Programs Errors and Omissions
Lawyers Professional Liability

unless there is valid and collectible underlying insurance described in the Schedule of Underlying Insurance, and then only for such Aircraft Liability, Employee Benefit Programs Errors and Omissions, Lawyers Professional Liability as afforded under said underlying insurance.

Countersigned by .... Authorized Agent

3/30/jm
Marsn & McLennan 25 2898

exp. 1/1/85

THE HARTFORD

Policy Number
10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

SCM Corporation
299 Park Avenue
NY NY 10171

Effective Date
1/1/84

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.
1

It is agreed as respects Extension Schedule G2240-3B the following policy is deleted:

Coverage	Limits of Liability	Carrier	Policy No.
Texas Exposure	100,000 ea. occ.	Texas Employers Ins. Assoc.	WCA- 84311

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by..
Authorized Agent

Form G-2240-3 A Printed in U.S.A.

GLD052227
0049-GLD-000052227

3/30/jm
Marsh & McLennan 25 2898

exp. 1/1/85

THE HARTFORD

Named Insured and Address

SCM Corporation
299 Park Avenue
NY NY 10171

Policy Number
10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date
2/2/84

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.
2

It is agreed as respects Extension Schedule G2240-3B the following policy is deleted:

Coverage	Limits of Liability	Carrier	Policy No.
Sylvachem Corp.	100,000 ea. occ.	CNA	WC 3451541

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by..
Authorized Agent

Form G-2240-3 A Printed in U.S.A.

exp. 1/1/85

3/30/jm
Marsh & McLennan 25 2898

THE HARTFORD

Named Insured and Address

SCM Corporation
299 Park Avenue
NY NY 10171

Policy Number
10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date	Effective hour is the same as stated in the Declarations of the policy.
1/1/84	

Endt. No.
3

It is agreed that XL 319-1 Canadian Territorial Exclusion Endorsement is deleted.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by..
Authorized Agent

Form G-2240-3 A Printed in U.S.A.

THE HARTFORD

Policy Number	
10 HU JC1040	AUG 2 1 1984

Named Insured and Address

SCM CORPORATION
299 PARK AVENUE
NEW YORK, NY 10171

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date	Effective hour is the same as stated in the Declarations of the policy.
1-1-84	

Endt. No.
9

BROAD AS PRIMARY

IT IS HEREBY UNDERSTOOD AND AGREED THAT IN THE EVENT THE ASSURED SUFFERS A LOSS WHICH IS COVERED UNDER THE POLICIES OF THE UNDERLYING INSURANCE AS SET OUT IN THE SCHEDULE ATTACHED TO THIS POLICY, THE EXCESS OF WHICH WOULD BE PAYABLE UNDER THIS POLICY, EXCEPT FOR TERMS AND CONDITIONS OF THIS POLICY WHICH ARE NOT CONSISTENT WITH THE UNDERLYING INSURANCE, THEN NOTWITHSTANDING ANYTHING CONTAINED IN THIS POLICY TO THE CONTRARY THIS POLICY SHALL BE AMENDED TO FOLLOW AND BE SUBJECT TO THE TERMS AND CONDITIONS OF SUCH UNDERLYING INSURANCE IN RESPECT OF SUCH LOSS.

IT IS FURTHER AGREED THAT THE FOREGOING PARAGRAPH DOES NOT APPLY.

1. WHERE THE PROVISIONS ARE CONTRARY TO STATE LAWS OR REGULATIONS.
2. ANY COVERAGE GIVEN UNDER THE UNDERLYING INSURANCES FOR LIMITS LESS THAN THE FULL LIMIT OF THE SAID UNDERLYING POLICY AS STATED IN THE SCHEDULE HERETO.
3. ANY NUCLEAR ENERGY LIABILITY EXCLUSION ATTACHED TO THIS POLICY.
4. EXCLUSION (D) OF THIS POLICY.
5. EXCLUSION (F) OF THIS POLICY, OR

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company: provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by [signature]
Authorized Agent

Form G-2240-3 B Printed in U.S.A.

GLD052230

0049-GLD-000052230

THE HARTFORD

Named Insured and Address

SCM CORPORATION
299 PARK AVENUE
NEW YORK, NY 10171

Policy Number
10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date	Effective hour is the same as stated in the Declarations of the policy.
1-1-84	

Endt. No.
9

BROAD AS PRIMARY CONTINUED

6. TO THE FOLLOWING ENDORSEMENTS ATTACHED TO THIS POLICY:

ENDORSEMENT NUMBER	NAME OF ENDORSEMENT
XL 224-0	ERISA EXCLUSION
XL 257-1	NEW YORK AMENDATORY
G 2240-3B	NAMED INSURED
G 2240-3A	LIMITATION ENDORSEMENT
G 2240-3A	NOTICE OF CANCELLATION ENDORSEMENT
G 2240-3B	JOINT VENTURE ENDORSEMENT
G 2240-3B	AMENDMENT OF COVERAGE EXCESS WORKER'S COMPENSATION

IT IS FURTHER AGREED THAT IF COVERAGE PROVIDED BY THE CONTROLLING UNDERLYING INSURANCE POLICY IS AMENDED, THIS POLICY SHALL APPLY ONLY IF SUCH AMENDMENT HAS BEEN AGREED TO BY THE COMPANY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form G-2240-3 B Printed in U.S.A.

Countersigned by.................................
Authorized Agent

THE HARTFORD

Policy Number
10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date
1-1-84

Effective hour is the same as stated in the Declarations of the policy.

Named Insured and Address
SCM CORPORATION
299 PARK AVE.
NEW YORK, N.Y. 10171

1-1-84 1-1-85

Endt. No.
10

REVISED BROAD AS PRIMARY

IT IS HEREBY UNDERSTOOD AND AGREED THAT IN THE EVENT THE ASSURED SUFFERS A LOSS WHICH IS COVERED UNDER THE POLICIES OF THE UNDERLYING INSURANCE AS SET OUT IN THE SCHEDULE ATTACHED TO THIS POLICY, THE EXCESS OF WHICH WOULD BE PAYABLE UNDER THIS POLICY, EXCEPT FOR TERMS AND CONDITIONS OF THIS POLICY WHICH ARE NOT CONSISTENT WITH THE UNDERLYING INSURANCE, THEN NOTWITHSTANDING ANYTHING CONTAINED IN THIS POLICY TO THE CONTRARY THIS POLICY SHALL BE AMENDED TO FOLLOW AND BE SUBJECT TO THE TERMS AND CONDITIONS OF SUCH UNDERLYING INSURANCE IN RESPECT OF SUCH LOSS.

IT IS FURTHER AGREED THAT THE FOREGOING PARAGRAPH DOES NOT APPLY:

1. WHERE THE PROVISIONS ARE CONTRARY TO STATE LAWS OR REGULATIONS.
2. ANY COVERAGE GIVEN UNDER THE UNDERLYING INSURANCES FOR LIMITS LESS THAN THE FULL LIMIT OF THE SAID UNDERLYING POLICY AS STATED IN THE SCHEDULE HERETO.
3. ANY NUCLEAR ENERGY LIABILITY EXCLUSION ATTACHED TO THIS POLICY.
4. EXCLUSION (D) OF THIS POLICY.
5. EXCLUSION (F) OF THIS POLICY.
6. "PROPERTY DAMAGE" DEFINITION OF THIS POLICY.
7. TO THE FOLLOWING ENDORSEMENTS ATTACHED TO THIS POLICY:

ENDORSEMENT NUMBER	NAME OF ENDORSEMENT
XL 244-0	ERISA EXCLUSION
XL 257-1	NEW YORK AMENDATORY
G 2240 3 B	NAMED INSURED
G 2240 3 A	LIMITATION ENDORSEMENT

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

CONTINUED ON PAGE 2

Countersigned by Henry O Gelmann
Authorized Agent

MARSH AND MC LENNAN 252090

THE HARTFORD

Policy Number
10 HU JC1040

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date
1-1-84

Effective hour is the same as stated in the Declarations of the policy.

Endt. No.
10

Named Insured and Address
SCM CORPORATION
299 PARK AVE.
NEW YORK,N.Y. 10171

REVISED BROAD AS PRIMARY CONTINUED

ENDORSEMENT NUMBER	NAME OF ENDORSEMENT
G 2240 3 A	NOTICE OF CANCELLATION ENDORSEMENT
G 2240 3 B	JOINT VENTURE ENDORSEMENT
G 2240 3 B	AMENDMENT OF COVERAGE EXCESS WORKER'S COMPENSATION

IT IS FURTHER AGREED THAT IF COVERAGE PROVIDED BY THE CONTROLLING UNDERLYING INSURANCE POLICY IS AMENDED, THIS POLICY SHALL APPLY ONLY IF SUCH AMENDMENT HAS BEEN AGREED TO BY THE COMPANY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Form G-2240-3 B Printed in U.S.A.

Countersigned by [signature]
Authorized Agent