NAMED INSURED

Item 1. of the Declarations, Named Insured, shall read as follows:

RPM, Inc.
Bondex International (Canada) Ltd.
Bondex International, Inc.
Mohawk Finishing Products (Canada) Ltd.
Mohawk Finishing Products, Inc.
Mac-O-Lac Paints, Inc.
Briggs Brothers Paint Manufacturing Co.
F.O. Pierce Company
Republic Powdered Metals, Inc.
Floquil-Polly S Color Corporation
Gates Engineering Company, Inc.
Proko Industries, Inc.
Richard E. Thibaut, Inc.
Alox Corporation
Westgate Advertising, Inc.
RPM International, Inc.
Tropical Paint Company
RPM of New Jersey
AGR Company - a joint venture
Republic D & B, Inc.
The Dean & Barry Company
  Dean & Barry Sales, Inc.
  B A & Paint Co.
  Colonial Paint Co.
  Medina Paint Co.

PLAINTIFF'S EXHIBIT
BOND-424

This endorsement when attached to it forms part of the policy.
All other terms and conditions remain unchanged.

POLICY NUMBER:
COMPANY:
PRODUCER:
INSURED:
END. 1
EFFECTIVE:

PREMIUM:		$
______	% Federal Tax	$
______	% State Tax	$
______	% Stamping Fee	$
		$ ______
	TOTAL	$ ______
		$ ______
		$ ______

EASI

By: Karen E. Franklin
Date: June 22, 1982
Office: Cleveland, Ohio

900-A 7/79

Parkersburg Paint Co.
Piqua Paint Co.
Sandusky Paint Co.
Sidney Paint Co.
The Dean & Barry Wallpaper Co., DBA Thibaut of Ohio
Urbana Paint Co.
Ziegler's Paint Co.
Marion Paint Co.

Lexington Paint & Varnish Corporation (inactive)
Dutch Masters Paint & Chemical, Inc. (inactive)
Lee Forbes & Company, Inc. (inactive)
RPM Consumer Products (inactive)
H. Behlen & Brothers, Inc. (inactive)
Probond, Inc. (inactive)
Alox International Sales Corporation
Design/Craft Fabric Corporation
RPOW, Inc.
Mameco Europe, S.A.
RPM of Mass., Inc.
Haartz-Mason Incorporated
Cal-O-Cam, Inc.

This endorsement when attached to it forms part of the policy.
All other terms and conditions remain unchanged.

POLICY NUMBER:
COMPANY:
PRODUCER:
INSURED:
END. Cont. 1
EFFECTIVE:

PREMIUM: $
_____ % Federal Tax $
_____ % State Tax $
_____ % Stamping Fee $
$ _____
TOTAL $ _____
$ _____
$ _____

EASI

By: Karen E. Franklin
Date: June 22, 1982
Office: Cleveland, Ohio

900-A 7/79

BON - 02959

592714 * 175 | 4/16/84 lt | NEW

EXCESS INSURANCE POLICY

INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

CHICAGO, ILLINOIS

INCORPORATED 1971

DECLARATIONS

POLICY NUMBER XSI 9109

ITEM 1: NAMED INSURED:

RPM INC. ETAL

P. O. BOX 777
STREET LOCATION

MEDINA, OHIO 44258
CITY STATE

ITEM 2: POLICY PERIOD: FROM 3 | 1 | 84 TO 12 | 1 | 84
EFFECTIVE DATE
12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

ITEM 3: PREMIUM:

TOTAL: $ 8,471. FLAT CHARGE

IN ADVANCE	$8,471.00
1ST ANNIVERSARY	
2ND ANNIVERSARY	

THE INSURANCE COMPANY IN WHICH THE COVERAGE IS PLACED IS AUTHORIZED TO TRANSACT BUSINESS IN THE STATE WHERE THE PROPERTY AND/OR ASSURED'S LOCATED BUT THE COMPANY IS NOT A LICENSED CARRIER IN THAT STATE

THIS POLICY AND THE PREMIUM THEREON MUST BE PROPERLY DECLARED AS SURPLUS LINES RISK TO THE INSURANCE DEPARTMENT OF THE STATE. PROPER FILINGS MUST BE MADE AND SURPLUS LINES TAXES PAID BY A SURPLUS LINES BROKER IN THE STATE.

ADJUSTABLE AT A RATE OF ________ ~~XXX FLAT CHARGE~~

ITEM 4: UNDERLYING INSURANCE:

$10,000,000. EACH OCCURRENCE AND AGGREGATE UMBRELLA LIABILITY PER THE GIBRALTAR POLICY NO. GMU 00120 EXCESS OF UNDERLYING POLICY. FORMS ON FILE WITH THE COMPANY.

ITEM 5: LIMIT(S) OF COVERAGE HEREUNDER:

$15,000,000. EACH OCCURRENCE AND AGGREGATE (WHERE APPLICABLE) EXCESS OF THE LIMITS STATED IN ITEM #4 ABOVE.

FORMS ATTACHED: ENDT #1.

ITEM 6: CANCELLATION:

60 DAYS.

DATE: APRIL 16, 1984
LJT

COUNTERSIGNED BY S. R. Ursulls
AUTHORIZED SIGNATURE

ISLIC 39 (Rev. 6/77)

BON - 02960

INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

CHICAGO, ILLINOIS

(A stock insurance company, herein called the company).

·ees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the tements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

PART I — INSURING AGREEMENTS

Excess Liability Indemnity

To indemnify the insured for the amount of **loss** which is in excess of the applicable limits of liability of the **underlying insurance** described in item 4 of the declarations; **provided** further that the limit of the company's liability under this policy shall not exceed the applicable amount described in item 5 of the declarations.

The provisions of the **immediate underlying policy** are incorporated as a part of this policy except for any obligation to investigate and defend and pay for costs and expenses incident to the same, the amount of the limits of liability, any "other insurance" provision and any other provisions therein which are inconsistent with the provisions of this policy.

2. Policy Period: Termination of Underlying Insurance

This policy applies to loss taking place during this policy period.

If the **immediate underlying policy** is canceled, this policy likewise is canceled effective on the same date at the same time and without notice to the insureds. If the **immediate underlying policy** otherwise ceases to apply (for reasons other than the exhaustion of an aggregate limit of liability), this policy likewise ceases to apply to the same extent on the same date at the same time and without notice to the insureds.

PART II — DEFINITIONS

. Immediate Underlying Policy

"Immediate underlying policy" means the policy of the **underlying insurance** which provides the layer of coverage, whether primary or excess, immediately preceding the layer of coverage provided by this policy.

:. Loss

"Loss" means the sums paid as damages in settlement of a claim or in satisfaction of a judgment for which the insured is legally liable, after making deductions for all recoveries, salvages and other insurances (whether recoverable or not) other than the **underlying insurance** and excess insurance purchased specifically to be in excess of this policy. "Loss" does not include investigation, adjustment, defense or appeal costs and expenses nor costs and expenses incident to any of the same, notwithstanding that the **underlying insurance** may provide insurance for such costs and expenses.

3. Underlying Insurance

"Underlying insurance" means the insurance policies described in item 4 in the declarations and includes any renewal or replacement of such policies.

PART III
PROVISIONS GOVERNING THE APPLICATION OF THE AGGREGATE LIMITS OF LIABILITY

1. Reduction of the Aggregate

This provision applies only if this policy contains an aggregate limit of liability which applies to the occurrence.

If the limit of liability of the **underlying insurance** is less than as stated in item 4 in the declarations because the aggregate limits of liability of the **underlying insurance** have been reduced, this policy becomes excess of such reduced limit of liability if such reduction is solely the result of injury or destruction occurring after the inception date of this policy and not before. Nothing contained herein shall operate to increase the limit of the company's liability.

2. Application of the Aggregate to Periods of Time

The aggregate limits of liability of this policy apply separately to each aggregate period. The first aggregate period of this policy begins on the effective date of this policy and ends on the next termination date of the aggregate period of the **immediate underlying policy**. Any succeeding aggregate period of this policy is concurrent with the aggregate period of the **immediate underlying policy** unless it is the final aggregate period. The final aggregate period of this policy begins on the termination date of the aggregate period of the **immediate underlying policy** immediately preceding the expiration date of this policy and ends on the expiration date of this policy.

PART IV — NUCLEAR ENERGY LIABILITY EXCLUSION

BON - 02961

The following exclusion applies in addition to those stated as applicable in the Primary Insurance.

This policy does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
   (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
   (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Expense Coverage, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
   (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
   ... spent fuel or waste at any

As used in this exclusion:

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

"nuclear material" means source material, special nuclear material or by-products material;

"source material," "special nuclear material," and **"byproduct 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 (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

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

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

(d) any structure, basin, excavation, premises or place prep[illegible] used for the storage or disposal of waste,

and includes the site on which any of the foregoing is loc[illegible] ... and all premises used for ...

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

[illegible] nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

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

PART V — CONDITIONS

1. Underlying Insurance — Changes During this Policy Period

Any change in coverage or premium in the **underlying insurance** shall be promptly reported to the company and the insured shall, upon request, furnish the company with copies of such changes.

Any change in the premium for the **underlying insurance** shall be promptly reported to the company and the premium for this policy, subject to the minimum premium, may be adjusted in accordance with the manuals of the company then in effect.

2. Notice of Loss; Participation in Defense by the Company

Notice of an occurrence which appears likely to involve this policy shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. The company at its own option may, but is not required to, participate in the investigation, settlement or defense of any claim or suit against the insured.

3. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy.

Any person or organization or the legal representative thereof who has secured a judgment against the insured shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability. Any payments by the company under this condition 3 shall discharge the company's obligation to the insured to the extent of such payments.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

4. Subrogation and Other Recoveries

In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after the occurrence to prejudice such rights.

Because this policy affords excess coverage, the insured's right of recovery cannot always be exclusively subrogated to the company. It is, therefore, agreed that the company shall act in concert with all other interests concerned, including the insured, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow in the principle that any interest, including the insured, that shall have paid an amount over and above any payment under this policy shall first be reimbursed up to the amount paid by such interest; the company shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of **loss** covered under this policy; and lastly, the interests, including the insured, of whom this coverage is in excess are entitled to claim any residue remaining. Expenses and costs necessary to the recovery of any such amounts shall be apportioned between the interests concerned, including the insured, in the ratio of their respective recoveries or, in the event of a totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered.

5. Other Insurance

This condition does not apply with respect to the **underlying insurance** or excess insurance purchased specifically to be in excess of this policy.

If, with respect to a **loss** covered hereunder, the insured has other insurance, whether on a primary, excess or contingent basis, there shall be no insurance afforded hereunder as respects such **loss**; provided, that if the applicable limit of liability of this policy is greater than the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to give the insured, as respects the layer of coverage afforded by this policy, a total limit of liability equal to the applicable limit of liability afforded by this policy.

6. Cancellation

This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in the declarations written notice stating when not less than ten days thereafter, or the number of days set forth in Item 6 of the Declarations, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium or minimum premium, whichever is greater, 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.

7. First Named Insured

The insured first named in item 1 in the declarations is authorized to act on behalf of all named insureds and other insureds with respect to the giving and receiving of notice of cancellation and to receiving any return premium that may become payable under this policy. The insured first named in item 1 in the declarations is responsible for the payment of all premiums but the other named insureds jointly and severally agree to make such premium payments in full if the insured first named in item 1 fails to pay the amount due within thirty days after the company gives a written demand for payment to the insured first named in item 1.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary, but this policy shall not be valid unless countersigned on the declarations page by a duly authorized representative of the company.

Secretary

President

BON - 02962

ENDORSEMENT #1 4/13/84 ljt

This endorsement, effective MARCH 1, 1984 forms a part of

policy No XSI 9109 issued to RPM INC. ETAL

by INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

FOLLOWING FORM ENDORSEMENT

THIS POLICY IS WARRANTED TO THE EXACT TERMS AND CONDITIONS AS THE GIBRALTAR POLICY #GMU 00120 POLICY EXCEPT WITH RESPECT TO LIMIT OF LIABILITY AND PREMIUM; AND ALL PREPRINTED TERMS AND CONDITIONS HEREON ARE DELETED TO THE EXTENT THAT THEY VARY FROM OR ARE INCONSISTENT WITH THE TERMS AND CONDITIONS OF THE GIBRALTAR POLICY.

S. R. Urmetto

Authorized Representative

ISLIC #11 (1/72)

BON - 02963

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the International Surplus Lines Insurance Company (herein called the Company) to pay any amount claimed to be due hereunder, the Company, at the request of the Insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Vice President-Claims
International Surplus Lines Insurance Company
100th Floor – Sears Tower
233 South Wacker Drive
Chicago, Illinois 60606

and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above named are authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

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

9-11-84mcs

ENDORSEMENT #2

This endorsement, effective SEPTEMBER 1, 1984 forms a part of policy No XSI 9109 issued to RPM INC.,ETAL

by INTERNATIONAL SURPLUS LINES INSURANCE CO.

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF $747.00, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN ADDITIONAL NAMED INSURED:

TALSOL CORPORATION

THE INSURANCE COMPANY IN WHICH THIS COVERAGE IS PLACED IS AUTHORIZED TO TRANSACT BUSINESS IN THE STATE WHERE THE PROPERTY AND/OR ASSURED IS LOCATED BUT THE COMPANY IS NOT A LICENSED CARRIER IN THAT STATE.

THIS POLICY AND THE PREMIUM THEREON MUST BE PROPERLY DECLARED AS A SURPLUS LINES RISK TO THE INSURANCE DEPARTMENT OF THE STATE. PROPER FILINGS MUST BE MADE AND SURPLUS LINES TAXES PAID BY A SURPLUS LINES BROKER IN THE STATE.

S. R. Ursillo

Authorized Representative

ISLIC #11 (1/72)

INTEGRITY INSURANCE COMPANY
PARAMUS, NEW JERSEY

COMMERCIAL CATASTROPHE LIABILITY POLICY

PART 1.

DECLARATIONS

Policy Number **ISX** 117978 Previous Policy No. ISX New

This page with "Policy Provisions — Part 2" Form ISX-1000 completes this numbered Commercial Catastrophe Liability Policy.

ITEM 1. RPM, Inc.
NAMED INSURED
P.O. Box 777, Medina, Ohio. 44258
ADDRESS

Named Insured is ___ Partnership x Corporation ___ Joint Venture ___ Other

2. 1
ITEM 2. Policy Period: From 12/31/84 To 12/31/85 12:01 A.M. Standard Time at the address in Item 1.

ITEM 3. Limits of Liability:

(a) Each Occurrence $5,000,000

(b) Annual Aggregate (where applicable) $5,000,000

(c) Retained Limit $10,000.00

ITEM 4. Premium: $55,000.00 Flat Charge

Rate Per	In Advance	1st Anniversary	2nd Anniversary
$	$	$	$

IN WITNESS WHEREOF the Integrity Insurance Company has caused this policy to be signed by its Preside and Secretary, but same shall not be binding upon the Company unless countersigned by an authorized represen tive of the Company.

Irwin A Markowitz Lawrence E. Stern
Secretary President

Producer George F. Folkes, Inc.

Countersigned February 12, 19 85

BON - 02966

at Morristown, New Jersey 07960

By Colleen L McCann Approved by
(Authorized Representative)

ISX-1000 (9/77) FM-06-1080

INTEGRITY INSURANCE COMPANY
PARAMUS, NEW JERSEY

SCHEDULE OF UNDERLYING INSURANCE

ve Date of hedule 12/31/84

Attached to and forming part of Policy Number ISX 117978

to RPM, Inc.

;ARRIER, POLICY NUMBER AND TERM	TYPE OF COVERAGE	APPLICABLE LIMITS
Argonaut Insurance Company	Workmen's Compensation & Employers' Liability	Coverage B — Employers' Liability $ 100,000 —one accident
United States Fidelity & Guaranty Company	Comprehensive General Liability	Bodily Injury Liability & Property Damage $ 1,000,000 —each occurrence $ 1,000,000 —aggregate (where applicable) Property Damage Liability $ —each occurrence $ —aggregate
.c) United States Fidelity & Guaranty Company	Comprehensive Automobile Liability	Bodily Injury Liability & Property Damage $ —each person $ 1,000,000 —each occurrence Property Damage Liability $ —each occurrence
d) Federal Insurance Company	Employee Benefits	$ 1,000,000 CSL
(e) Great Northern Insurance Company	Foreign Liability	$ 1,000,000 CSL

ITEM (b) INCLUDES THE FOLLOWING COVERAGES:	Yes	No
Products/completed operations Liability	x	
Employees as Insureds	x	
Blanket Contractual Liability	x	
Personal Injury A, B & C	x	
Liquor Legal Liability	x	

Approved by [signature]
Authorized Representative

FM06-3176

BON - 02967

INTEGRITY INSURANCE COMPANY

PARAMUS, NEW JERSEY

ERISA, SEC AND D&O LIABILITY EXCLUSION ENDORSEMENT

In consideration of the premium charged and notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that such coverage as is afforded by this policy shall not apply to any claim or claims based upon the provisions of the:

1. Employee Retirement Income Security Act of 1974(ERISA), Public Law 93-406; commonly referred to as the Pension Reform Act of 1974.

2. Securities Act of 1933 or the Securities Exchange Act of 1934;

   and any amendments thereto; or the provisions of any similar Federal, State or Local Statute, or Common Law.

It is further agreed that this policy shall not apply to any claim or claims which would be payable under the provisions of a Directors and Officers Liability policy, regardless of whether the insured has such a policy in effect.

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

This endorsement becomes effective 12/31/84 to be attached to and hereby made a part of Policy No. ISX 117978 issued to RPM, Inc.

Endorsement No. 1

Date of Issue February 12, 1985

By [signature]
Authorized Representative

IIC-ERISA

FM 06-

BON - 02968

It is agreed that only such of the following Exclusion(s) opposite which an "X" has been placed shall apply to the insurance afforded under the policy to which this endorsement is attached:

[X] This policy shall not apply to property damage to personal property of others, in the care, custody or control of the Insured.

[ ] This policy shall not apply to personal injuries or property damage arising out of the discharge, dispersal, release or escape of smoke vapors, soot, fumes, acids, alkalis, toxic chemicals, oil or other petroleum substance or derivative (including any oil refuse or oil mixed with wastes), liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

[ ] Item B, in Section II of the Exclusions is deleted. Section I of the Exclusions is amended to include the following additional exclusion:

(F) To the ownership, maintenance, operation, use, loading or unloading of any aircraft.

[ ] This policy shall not apply except with respect to the conduct of a business of which the Named Insured is the sole proprietor.

[X] This policy shall not apply to property damage to real property occupied by, rented to, or used by any Insured.

[ ] This policy shall not apply to personal injuries, property damage or advertising liability arising out of the utterance or dissemination of material of any nature transmitted through broadcasting or telecasting facilities in the conduct of the broadcasting, telecasting or advertising business of the Insured.

[ ] This policy shall not apply to personal injuries, property damage or advertising liability arising out of the utterance or dissemination of any printed or published material in the conduct of the publishing or advertising business of the insured.

[ ] This policy shall not apply with respect to any operation described below, to any claims made against the insured arising out of any act, error, omission, or mistake committed or alleged to have been committed by or on behalf of the insured in rendering or failing to render service or advice of a professional nature.

Description of Operations:

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

This endorsement becomes effective 12/31/84 to be attached to and hereby made a part of Policy No. ISX 117978 issued to RPM, Inc.

Endorsement No. 2

Date of Issue FEbruary 12, 1985

By Catherine McAlen
Authorized Representative

ISX-3 (9-77)

FM06-3178

BON - 02969

FOLLOW FORM FOREIGN

It is hereby agreed that this policy shall not apply to any liability imposed upon the insured outside of the continental United States of America, unless such liability is covered by valid and collectible Underlying Insurance as listed in the Schedule of Underlying Insurance for the full limit shown therein, and then only for such hazards for which coverage is afforded under said Underlying Insurance.

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

This endorsement becomes effective 12/31/84 to be attached to and hereby made a par of Policy No. ISX 117978 issued to RPM, Inc.

Endorsement No. 3

Date of Issue February 12, 1985

By [signature]
Authorized Representative

ISX-9 (9-77)

FM06-316

BON - 02970

INTEGRITY INSURANCE COMPANY
PARAMUS, NEW JERSEY

It is hereby understood and agreed that this policy shall not apply to any liability arising from asbestos.

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

This endorsement becomes effective 12/31/84 to be attached to and hereby made a part of Policy No. ISX 117978 issued to RPM, Inc.

Endorsement No. 4

Date of Issue February 12, 1985

By ________________
Authorized Representative

ISX-9 (9-77)

FM06-3166

BON - 02971

INTEGRITY INSURANCE COMPANY
PARAMUS, NEW JERSEY

SPECIAL OHIO LIMITATION ENDORSEMENT

It is agreed that coverage afforded by this policy shall not apply to any claim by an employee arising during any period in which the insured is subject to the Workmen's Compensation laws of Ohio and is neither a qualified self insurer nor a member or subscriber in good standing in the State fund.

It is further agreed that coverage shall not apply for any claim with respect to which the insured is deprived of any defense because of default in premium payment or other failure to comply with the Workmen's Compensation laws of Ohio.

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

This endorsement becomes effective 12/31/84 to be attached to and hereby made a part of Policy No. ISX 117978 issued to RPM, Inc.

Endorsement No. 5

Date of Issue February 12, 1985

By [signature]
Authorized Representative

ISX-9 (9-77)

FM06-3166

BON - 02972

INTEGRITY INSURANCE COMPANY
PARAMUS, NEW JERSEY

In consideration of the premium charged, it is hereby understood and agreed, Item #2, Policy Period of the Declarations is amended to read as follows:

12-1-84 to 12-1-85

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

This endorsement becomes effective 12-1-84 to be attached to and hereby made a part of Policy No. ISX 117 978 issued to RPM, INC.

Endorsement No. 6

Date of Issue 5-9-85 glg

BON - 02973

By ______________________
Authorized Representative

ISX-9 (9-77)

FM06-3166

INTEGRITY INSURANCE COMPANY
PARAMUS, NEW JERSEY

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED ITEM #1, NAMED INSURED, OF THE DECLARATIONS IS AMENDED TO READ:

RPM, INC.
AGR COMPANY, A JOINT VENTURE
ALOX CORPORATION
BONDEX INTERNATIONAL, INC.
BONDEX INTERNATIONAL (CANADA), LTD.
CAL-O-CAM, INC.
COLONIAL PAINT COMPANY
DEAN & BARRY COMPANY
DEAN & BARRY SALES, INC.
DESIGN/CRAFT FABRIC CORPORATION
FLOQUIL-POLY S COLOR CORPORATION
EUCLID CHEMICAL COMPANY
GATES ENGINEERING COMPANY, INC.
HAARTZ-MASON, INC.
H. BEHLEN & BROTHERS, INC.
MAMECO EUROPE, S.A.
MAMECO INTERNATIONAL, INC.
MARION PAINT COMPANY
MEDIAN PAINT COMPANY
MOHAWK FINISHING PRODUCTS, INC.
MOHAWK FINISHING PRODUCT (CANADA), LTD.
PARKERSBURG PAINT COMPANY
PIQUA PAINT COMPANY
PROBOND, INC.
PROKO INDUSTRIES, INC.
REPUBLIC D & B, INC.
REPUBLIC POWDERED METALS, INC.
RPM CONSUMER PRODUCTS
RPM INTERNATIONAL, INC.
RPM OF MASSACHUSETTS
RPM OF NEW JERSEY
RPOW, INC. SANDUSKY PAINT COMPANY
SIDNEY PAINT COMPANY
RICHARD E. THIBAUT, INC.
TROPICAL INDUSTRIAL COATINGS, INC.
TESTOR CORP.
TALSOL CORPORATION
TROPICAL PAINT COMPANY
URBANA PAINT OCMPANY
WESTGATE ADVERTISING, INC.
ZIEGLER'S PAINT COMPANY

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

This endorsement becomes effective 12/1/84 to be attached to and hereby made a part of Policy No. ISX 117 978 issued to RPM, INC.

Endorsement No. 7 (PAGE ONE OF TWO)

BON - 02974

Date of Issue 8/3/85

By [signature]
Authorized Representative

ISX-9 (9-77)

FM06-3166

INTEGRITY INSURANCE COMPANY
PARAMUS, NEW JERSEY

INACTIVE SUBSIDIARIES OR DISC CORPORATION

LEXINGTON PAINT AND VARNISH CORPORATION
DUTCH MASTERS PAINT AND CHEMICAL, INC.
LEE FORBES & COMPANY, INC.
ALOX INTERNATIONAL SALES CORPORATION
MAC-O-LAC PAINTS, INC.
BRIGGS BROTHERS PAINT MFG. CO.

EXCLUDED SUBSIDIARIES

MEDINA COUNTY TRAVEL SERVICE

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

This endorsement becomes effective 12/1/84 to be attached to and hereby made a part of Policy No. ISX 117 978 issued to RPM, INC.

BON - 02975

Endorsement No. 7 (PAGE TWO OF TWO)

Date of Issue 8/8/85

By ______________
Authorized Representative

ISX-9 (9-77)

FM06-3166

INTEGRITY INSURANCE COMPANY
PARAMUS, NEW JERSEY

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THE FOLLOWING ADDITIONAL NAMED INSUREDS ARE ADDED TO THIS POLICY:

B & A PAINT COMPANY
WESTFIELD COATINGS CORPORATION

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

This endorsement becomes effective 7/1/85 to be attached to and hereby made a part of Policy No. ISX 117 978 issued to RPM, INC.

BON - 02976

Endorsement No. 8

Date of Issue 8/8/85

By [signature]
Authorized Representative

ISX-9 (9-77)

FM06-3166

ISX 117978

(984-85)

McDonough Caperton Cleveland

3733 Park East, Suite 106
Cleveland, OH 44122
(216) 464-6920

INTEGRITY INSURANCE COMPANY

PARAMUS, NEW JERSEY

(A STOCK COMPANY)

COMMERCIAL CATASTROPHE LIABILITY POLICY

POLICY PROVISIONS—PART 2—FORM ISX-1000

The Company as shown in Part 1 — Declarations (hereinafter called the Company), in consideration of the payment of the premium, in reliance upon the statements the Declarations made a part hereof, subject to all of the terms of this policy including the applicable limits of liability, the Company agrees with the **Named Insur** with respect to those coverages indicated in Item 3 of the Declarations:

INSURING AGREEMENTS

1. COVERAGE

In consideration of the payment of the required premium, the Company hereby agrees, subject to all of the terms of this policy, to pay on behalf of the **insured** all sums, as more fully defined by the term **ultimate net loss**, for which the **insured** shall become obligated to pay by reason of liability

(a) imposed upon the **insured** by law or

(b) assumed under contract or agreement by the **insured**,

arising out of **personal injury, property damage** or **advertising liability** caused by an **occurrence**.

2. UNDERLYING LIMIT — RETAINED LIMIT

The Company shall be liable only for the **ultimate net loss** the excess of the greater of the **insured's underlying limit** or **retained limit** defined as:

(a) **Underlying limit** — an amount equal to the limits of liability indicated beside the underlying insurance listed in the schedule of underlying insurance, plus the applicable limits of any other underlying insurance collectible by the **insured**;

(b) **Retained limit** — The amount specified in item 3(c) of the declarations as the result of an **occurrence** not covered by said underlying insurance, and which shall be borne by the **insured**, separately as respects to each **occurrence** during the period of this policy.

3. LIMITS OF LIABILITY

Regardless of the number of persons and organizations who are **insureds** under this policy and regardless of the number of claims made and suits brought against any or all **insureds**, the total limit of the Company's liability for **ultimate net loss** resulting from any one **occurrence** shall not exceed the amount specified in Item 3(a) of the declarations.

The Company's liability shall be further limited to the amount stated as the annual aggregate limit in Item 3(b) of the declarations on account of all **occurrences** during each policy year arising out of either the **products hazard** or **completed operations hazard** or both combined.

In the event that the aggregate limits of liability of the underlying policies, listed in the schedule of underlying insurance, are exhausted or reduced, solely as the result of **occurrences** taking place after the inception date of this policy, this policy shall, subject to the Company's limit of liability and to the other terms of this policy, with respect to occurrences which take place during the period of this policy, continue in force as underlying insurance for the remainder of the policy year of the underlying policy or until the Company's aggregate limit of liability (stated in Item 3(b)) is exhausted, but not for broader coverage than was provided by the exhausted underlying insurance.

In the event that the aggregate limits of liability of the underlying policies, listed in the schedule of underlying insurance, are exhausted or reduced as the result of **occurrences** taking place prior to the inception date of this policy, the Company shall only be liable to the same extent as if the aggregate limits had not been so exhausted or reduced.

For the purpose of determining the limit of the Company's liability:

(a) all **personal injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions, and

(b) all **advertising liability** involving the same injurious material or act, regar less of the number of kind of media used, or frequency of repetition ther of, whether claim is made by one or more persons;

shall be considered as arising out of one **occurrence**.

4. DEFENSE PROVISIONS

(a) The company shall not be called upon to assume charge of the investigatic settlement or defense of any claim made, or suit brought, or proceedir instituted against the **insured**, but shall have the right and be given t opportunity to be associated in the defense and trial of any such clair suits or proceedings relative to any **occurrence** which, in the opinion of t Company, may create liability on the part of the Company under the ter of this policy. If the Company avails itself of such right and opportun the Company shall do so at its own expense. Court costs and interest incurred with the consent of the Company, shall be borne by the Compc and other interested parties in the proportion that each party's share **ultimate net loss** bears to the total amount of **ultimate net loss** sustair by all interested parties. The provisions of this paragraph apply in all cumstances except as provided for in paragraph (b) below.

(b) With respect to any **occurrence** not covered by the underlying policies lis in the schedule of underlying insurance, or any other underlying insurar collectible by the **insured**, but covered by the terms and conditions of policy the Company shall in addition to the amount of **ultimate net** payable;

(1) defend any suit against the **insured** seeking damages on account **personal injury, property damage** or **advertising liability**, even if any the allegations of the suit are groundless, false or fraudulent; and make such investigation and settlement of any claim or suit as it de expedient;

(2) pay all expenses incurred by the Company, all costs taxed against **insured** in any such suit and all interest on the entire amount of judgment therein which accrues after entry of the judgment and be the Company has paid or tendered or deposited in court that par the judgment which does not exceed the limit of the Company's liac thereon;

(3) pay premiums on appeal bonds required in any such suit and premiums on bonds to release attachments in any such suit for amount not in excess of the applicable limit of liability of this pc but the Company shall have no obligation to apply for or furnish such bonds;

(4) pay reasonable expenses incurred by the **insured** at the Company's quest in assisting the Company in the investigation or defense of claim or suit, including actual loss of earnings not to exceed $25 day.

The Company shall not be obligated to defend any suit after the applic limit of the Company's liability has been exhausted by payment of judgmen settlements.

In jurisdictions where the Company may be prevented by law or otherwise carrying out this provision, the Company shall pay any expense incurred wit written consent in accordance with this provision.

BON - 02977

EXCLUSIONS

Section I of the Exclusions

This policy shall not apply:

A. to any obligation for which the **insured** or any company as its insurer may be held liable under any Workmen's Compensation, Unemployment Compensation, Disability Benefits Law, or under any similar law provided, however, that this exclusion does not apply to liability of others assumed by the **insured** as an incidental part of the contract or agreement;

B. 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 **insured** of any contract or agreement, or

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

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 **insured's products** or work performed by or on behalf of the **insured** after such products or work have been put to use by any person or organization other than an **insured**;

C. to **property damage** to

(1) property owned by the **insured**,

(2) the **insured's products** arising out of such products or any part of such products,

(3) work performed by or on behalf of the **insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished therewith;

D. to damages claimed for the withdrawal, inspection, repair, replacement or loss of use of the **insured's products** or work completed by or for the **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;

E. to Nuclear Energy Liability (see Nuclear Liability page four) regardless c whether or not such coverage was or would have been afforded by th underlying insurances.

Section II of the Exclusions

This policy shall not apply, unless insurance is provided by a policy listed the schedule of underlying insurance, and then for no broader coverage tha is afforded by such insurance:

A. to **advertising liability** resulting from

(1) failure of performance of contract, but this shall not relate to clain for unauthorized appropriation of ideas based upon alleged breach c an implied contract,

(2) infringement of registered trade mark, service mark, or trade nam other than titles or slogans, by use thereof on or in connection wi goods or service sold, offered for sale or advertised,

(3) incorrect description of any article or commodity,

(4) mistake in advertised price;

B. to the ownership, maintenance, operation, use, loading or unloading of ai **craft** owned by the **insured** or chartered by or on behalf of the **insured** with out crew;

C. to the ownership, maintenance, operation, use, loading or unloading of ar watercraft owned by the **insured**;

D. to any employee with respect to injury to or the death of another employ of the same employer, injured in the course of such employment, exce with respect to the ownership, maintenance or use, including loading unloading, of **automobiles**;

E. to **personal injury** or **property damage** arising out of the discharge, dispers release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic cher icals, oil or other petroleum substance or derivative (including any oil refu or oil mixed with wastes), liquids or gases, waste materials or other ir tants, contaminants or pollutants into or upon land, the atmosphere or a water course or body of water.

CONDITIONS

1. MAINTENANCE OF UNDERLYING INSURANCE

The policy or policies referred to in the attached schedule of underlying insurance or renewals or replacements thereof not more restrictive in coverage, shall be maintained in full effect during the currency of this policy, except for any reduction in the aggregate limit or limits contained therein solely by payment of claims in respect of occurrences happening during the period of this policy. Failure of the **insured** to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Company shall only be liable to the same extent as if the **insured** had complied with this condition.

2. 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. Nothing contained herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

3. PREMIUM

Unless otherwise provided, the premium for this policy is a flat premium and is not subject to adjustment except as provided therein or amended by endorsement.

In the event of additional **insureds** being added to the coverage under the underlying insurance during the currency of this policy, prompt notice shall be given to the Company and, if an additional premium has been charged for such addition on the underlying insurance, the Company shall be entitled to charge an appropriate additional premium.

4. INSPECTION AND AUDIT

The Company shall be permitted but not obligated to inspect the **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 **insured** or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the **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, as far as they relate to the subject matter of this insurance.

5. NOTICE OF OCCURRENCE

Whenever the **insured** has information from which the **insured** may reasonably conclude that an **occurrence** covered hereunder involves injuries or damage whic in the event that the **insured** be held liable, is likely to involve this policy, noti shall be given by or on behalf of the **insured** to the Company or any of authorized agents as soon as practicable, provided however, that failure to gi notice of any **occurrence** which at the time of its happening did not appear involve this policy but which, at a later date, would appear to give rise to clai hereunder shall not prejudice such claims.

6. ASSISTANCE AND COOPERATION OF THE INSURED

The **insured** shall cooperate with the Company and with the underlying insur as required by the terms of the underlying insurance and, upon this Compan request, assist in making settlements in the conduct of suits and in enforcing c right of contribution of indemnity against any person or organization who may liable to the **insured** because of **personal injury**, **property damage** or **advertisi liability** with respect to which insurance is afforded under this policy; and **insured** shall attend hearings and trials and assist in securing and giving evide and obtaining the attendance of witnesses. The **insured** shall not voluntarily ma any payment, assume any obligation or incur any expense except at his own c

7. PAYMENT OF ULTIMATE NET LOSS

Coverage under this policy shall not apply unless and until the **insured**, or **insured's** underlying insurer, shall be obligated to pay the amount of the unde **ing limit** or **retained limit** on account of **personal injury, property damage or adv tising liability**. When the amount of **ultimate net loss** has finally been determin the Company shall promptly pay on behalf of the **insured** the amount of **ultim net loss** falling within the terms of this policy.

The named **insured** shall promptly reimburse the Company for any amo within the **retained limit** specified in the insuring agreements paid by the Comp on behalf of an **insured** in settlement or satisfaction of any claim or suit.

8. APPEALS

In the event the **insured** or the **insured's** underlying insurers elect not to app a judgment in excess of the underlying limits, the Company may elect to m such appeal at its cost and expense, and shall be liable for the taxable cost disbursements and interest incidental thereto.

9. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the **insured** or any entity c prising the **insured**, the Company shall not be relieved thereby of the paymen any claims hereunder because of such bankruptcy or insolvency.

10. SUBROGATION

In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

The amount recovered as subrogation shall be apportioned in the inverse order of payment of ultimate net loss to the extent of the actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries.

11. CHANGES

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

12. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company unless and until its consent is endorsed hereon.

13. CANCELLATION

This policy may be cancelled by the named Insured by mailing to the Comc written notice stating when thereafter such cancellation shall be effective policy may be cancelled by the Company by mailing to the named insured at address shown in this policy written notice stating when, not less than thirty days thereafter, such cancellation shall be effective.

The mailing of notice as aforesaid shall be sufficient proof of notice and effective date of cancellation stated in the notice shall become the end of policy period

If cancellation is at the request of the named insured earned premium shal computed in accordance with the customary short rate table and procedure. If Company cancels, earned premium shall be computed pro rata. If this policy sures more than one named insured, cancellation may be effected by the firs such named insureds for the account of all the named insureds: notice of canc tion by the Company to such first named Insured shall be deemed notice to insureds and payment of any unearned premium to such first named Insured s be for the account of all interests herein.

GLOSSARY

The terms of this policy shall be applied as if the gloss of words listed below has been included with the word or words each time they appear in this policy.

ADVERTISING LIABILITY

The term **advertising liability** wherever used herein shall mean:

(1) libel, slander or defamation,

(2) any infringement of copyright or title or slogan,

(3) piracy or unfair competition or idea misappropriation under an implied contract,

(4) any invasion of right of privacy;

committed or alledged to have been committed during the policy period, in any advertisement, publicity article, broadcast or telecast and arising out of the **insured's** advertising activities.

AIRCRAFT

Means any heavier than air or lighter than air **aircraft** designed to transport persons or property.

AUTOMOBILE

Means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment.**

COMPLETED OPERATIONS HAZARD

Includes **personal 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 **personal injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **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 **insured** under the contract have been completed,

(2) when all operations to be performed by or on behalf of the **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 sub-contractor 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 **personal injury** or **property damage** arising out of:

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

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

INSURED

Each of the following is an **insured** to the extent set forth below:

(1) the named **insured,** meaning the named **insured** stated in Item 1 of the declarations and any subsidiary, owned or controlled companies as now or thereafter constituted and of which prompt notice has been given to the Company;

(2) any person (other than an employee of the named **insured**) or organiza while acting as real estate manager for the named **insured;**

(3) any **insured** (not being the named **Insured** under this policy) included in scheduled underlying insurance, but not for broader coverage than is av able to such **Insured** under the scheduled underlying insurance;

(4) except with respect to the ownership maintenance, operation, use, loac or unloading of **automobiles, aircraft** or watercraft, any officer, direc stockholder or employee of the named **insured,** while acting within the sc of his duties as such; but this subdivision (4) shall not apply if it restr the insurance granted under subdivision (3) above;

(5) if the named **Insured** is designated in the declarations as a partnershic joint venture, any partner or member thereof, but only with respect to liability incurred in the operation of that partnership or joint venture; h ever, this policy does not apply to any **automobile** owned by or registe in the name of any partner.

INSURED'S PRODUCTS

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

MOBILE EQUIPMENT

Means a land vehicle (including any machinery or apparatus attached there whether or not self-propelled,

(1) not subject to motor vehicle registration, or

(2) maintained for use exclusively on premises owned by or rented to the **sured,** including the ways immediately adjoining, or

(3) designed for use principally off public roads, or

(4) designed or maintained for the sole purpose of affording mobility to eq. ment of the following types forming an integral part of or permane attached to such vehicle: power cranes, shovels, loaders, diggers and dr concrete mixers (other than the mix-in-transit type), graders, scrac rollers and other road construction or repair equipment, air compress pumps and generators, including spraying, welding and building clear equipment; and geophysical exploration and well servicing equipment

OCCURRENCE

Means an accident, including continuous or repeated exposure to conditi which results in **personal injury, property damage** or **advertising liability** nei expected nor intended from the standpoint of the **insured.**

PERSONAL INJURY

The term **personal injury** wherever used herein means:

(1) bodily injury, sickness, disease, disability or shock, including death at time resulting therefrom, mental anguish and mental injury.

(2) false arrest, false imprisonment, wrongful eviction, wrongful entry, wrc ful detention or malicious prosecution,

(3) libel, slander, defamation of character, humiliation or invasion of the ri of privacy, unless arising out of advertising activities.

(4) racial, religious, sex or age discrimination (unless insurance thereof prohibited by law) not committed by or in the direction of the insured only with respect to the liability other than fines and penalties imposed law;

which occurs during the policy period.

PRODUCTS HAZARD

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

PROPERTY DAMAGE

The term **property damage** wherever used herein 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.

ULTIMATE NET LOSS

Means the amount of the principal sum, award or verdict, actually paid or payable in cash in the settlement or satisfaction of claims for which the **insured** is liable, either by adjudication or compromise with the written consent of the company, after making proper deduction for all recoveries and salvages.

NUCLEAR ENERGY LIABILITY EXCLUSION

This Policy does not apply:

(a) to **personal 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 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 of 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) to **personal 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 **personal 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 property thereat.

(c) As used in this exclusion:

hazardous properties include radioactive, toxic or explosive properties;

nuclear material means **source material, special nuclear material** or **byproduct material;**

source material, special nuclear, and **byproduct 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 (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** included within the definition of **nuclear facility** *under paragraph (1) and (2) thereof;*

nuclear facility means

(1) any **nuclear reactor,**

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

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

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

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

IN WITNESS WHEREOF the Integrity Insurance Company has caused this policy to be signed by its President and Secretary, but same shall not be binding upon the Company unless countersigned by an authorized representative of the Company.

Irwin J. Markowitz — Lawrence E. Stern

Secretary — President

EXCESS UMBRELLA LIABILITY POLICY

No. RXU 814080

Renewal of New

RLI INSURANCE COMPANY
Peoria, Illinois 61615

DECLARATIONS

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)

• RPM, Inc., etal - See Endorsement #1
P.O. Box 777
Medina, Ohio 44258

Item 2. Policy Period: (Mo. Day Yr.)

From 12/1/84 to 12/1/85

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

PRODUCER: DVUA of Ohio, Inc.
Administrative Offices
420 S. York Road
Hatboro, PA 19040

Item 3. Premium: $ 10,000.00 Minimum $ Flat Deposit $ Flat

Item 4. LIMIT OF LIABILITY - COMPANY LIMIT

5,000,000 each occurrence
5,000,000 aggregate

Item 5. Excess of:

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

Integrity - #ISX117978

Item 6. 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:

(a) $5,000,000 ultimate net loss in respect of each occurrence, but

(b) $5,000,000 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

(c) $5,000,000 ultimate net loss in all in respect of each occurrence - subject to a limit of $

(d) $5,000,000 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.

Item 7. Other Endorsements attached at inception:
E-082; AOH-1

BON - 02981

Highland Heights, Ohio
12/06/84

Countersigned By: ________ Authorized Representative

RXU 673 (7-82)

ENDORSEMENT

Additional Premium Nil

Return Premium Nil

INSURED: RMP, Inc., etal

Effective Date: 12/1/84

NAME CHANGE - INSURED

It is hereby understood and agreed the named INSURED is amended to read as follows:

RPM, Inc.
AGR Company, a Joint Venture
Alox Corporation
Bondex International, Inc.
Bondex International (Canada), Ltd.
Cal-O-Cam, Inc.
Colonial Paint Company
Dean & Barry Company
Dean & Barry Sales, Inc.
Design/Craft Fabric Corporation
Floquil-Polly S Color Corporation
Euclid Chemical Company
Gates Engineering Company, Inc.
Haartz-Mason, Inc.
H. Behlen & Brothers, Inc.
Mameco Europe, S.A.
Mameco International, Inc.
Marion Paint Company
Medina Paint Company
Mohawk Finishing Products, Inc.
Mohawk Finishing Product (Canada), Ltd.
Parkersburg Paint Company
Piqua Paint Company
Probond, Inc.
Proko Industries, Inc.
Republic D & B, Inc.
Republic Powdered Metals, Inc.
RPM Consumer Products
RPM International, Inc.
RPM of Massachusetts
RPM of New Jersey
RPOW, Inc. Sandusky Paint Company
Sidney Paint Company
Richard E. Thibaut, Inc.
Tropical Industrial Coatings, Inc. Testor Cor
Tropical Paint Company Talsol Corporation
Urbana Paint Company
Westgate Advertising, Inc.
Ziegler's Paint Company

INACTIVE SUBSIDIARIES OR DISC CORPORATIONS

Lexington Paint and Varnish Corporation
Dutch Masters Paint and Chemical, Inc.
Lee Forbes & Company, Inc.
Alox International Sales. Corporation
Mac-O-Lac Paints, Inc.
Briggs Brothers Paint Mfg. Co.

EXCLUDED SUBSIDIARIES

Medina County Travel Service

Attached to and forming part of Policy Number RXU 814080
of the RLI Insurance Company
All other terms and conditions remain unchanged.

Dates: 12/1/84 to 12/1/85

Umbrella/Excess/Excess Umbrella Liability

Ohio Amendatory Endorsement

In compliance with the insurance regulation of the State of Ohio, the following provisions are added to the policy. In the event that a similar provision is already contained in the policy, the provisions of this endorsement shall take precedence over such similar provision.

1) It is agreed that coverage afforded by this policy shall not apply to any claim by an employee arising during any period in which the INSURED is subject to the Workmen's Compensation laws of Ohio and is neither a qualified self insurer nor a member or subscriber in good standing in the State Fund.

2) It is further agreed that coverage shall not apply for any claim with respect to which the INSURED is deprived of any defense because of default in premium payment or other failure to comply with the Workmen's Compensation laws of Ohio.

Attached to and forming part of Policy Number RXU 814080
of the RLI Insurance Company
All other terms and conditions remain unchanged.

Dates: 12/1/84 to 12/1/85

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

ENDORSEMENT

GU 207
(Ed. 6-78)

This endorsement, effective on 7-1-85 at 12:01 A.M. standard time, forms a part of

Policy No. RXU 814080 of the RLI Insurance Company
(NAME OF INSURANCE COMPANY)

Issued to RPM, Inc., etal

By DVUA of Ohio, Inc.

Authorized Representative

In consideration of the premium charged, it is hereby understood and agreed the following additional Named ~~Insureds~~ are added to this policy:

B & A Paint Company
Westfield Coatings Corporation

Endorsement #3

EXCESS UMBRELLA LIABILITY POLICY

POLICY #RXU 814080
(12/1/84-12/1/850

RLI
INSURANCE
COMPANY
Peoria, Illinois 61615

McDonough
Caperton
Cleveland

3733 Park East, Suite 106
Cleveland, OH 44122
(216) 464-6920

Prior Insurance and Non Cumulation of Liability: It is agreed that if
ss covered hereunder is also covered in whole or in part under any other
Policy issued to the Insured prior to the inception date hereof the limit
ility hereon as stated in The Declarations item 4 Limits of Liability
e reduced by any amounts due to the Insured on account of such loss
such prior insurance.
:t to the foregoing paragraph and to the other terms and conditions of
licy in the event that personal injury or property damage arising out of

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

RXU 675 (7-82)

BON - 02985

RLI INSURANCE COMPANY
Peoria, Illinois 61615

(A Stock Insurance Company, Herein Called the COMPANY)

Agrees with the Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy as follows:

INSURING AGREEMENTS

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to pay on behalf of the Insured all sums which the Insured shall be obligated to pay by reason of the liability imposed upon the Insured by law, or assumed under contract or agreement by the Named Insured for damages, direct or consequential and expenses on account of:

(a) Personal Injuries, including death at any time resulting therefrom,
(b) Property Damage,
(c) 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 and issued by the "Underlying Umbrella Insurers" (See Declarations, Item 5).

DEFINITIONS

1. NAMED INSURED:

The words "Named Insured" includes The Named Insured Stated in The Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

2. INSURED:

The word "Insured" includes The Named Insured and/or any Officer, Director, Stockholder, Partner or Employee of The Named Insured, while acting in his capacity as such.

WAR RISI

policy shall not apply to any liability to the Insured directly or indirectly
n enemies, hostilities (whether war be declared or not), civil war, rebelli
ization or requisition or destruction of or damage to property by or unde

CONDITIONS

1. **Prior Insurance and Non Cumulation of Liability:** It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in The Declarations item 4 Limits of Liability shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.
Subject to the foregoing paragraph and to the other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. **Maintenance of Underlying Umbrella Insurance:** This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise porovided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Insuring Agreement 1 Prior to the happening of an occurrence for which claim is made hereunder.
It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accident and/or occurrences occurring during the period of this Policy or by the operation of Condition of the Underlying Umbrella Policies.

3. **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 to the Company 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 the later date, would appear to give rise to claims hereunder shall not prejudice such claims.

4. **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.

5. **Premium Computation:** The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and miniumum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.

6. **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. 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, as far as they relate to the subject matter of this insurance.

7. **Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all 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.

8. **Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

9. **Changes:** Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, 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, the Named Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Named Insured's legal representative as Named Insured; provided that notice of cancellation addressed to the Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

11. **Cancellation:** This policy may be canceled by the Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the Company by mailing to the Insured at the address shown in this policy written notice stating when not less than thirty (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 Insured or by the Company shall be equivalent to mailing. If the Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. 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.

12. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

Camille J. Hozier

Secretary

Gerald D. Stephens

President

NUCLEAR ENERGY LIABILITY EXCLUSION
(BROAD FORM)

This policy shall not apply:

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

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

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

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

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

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

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

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

IV. As used in this policy:

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

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act 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 (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

(a) any nuclear reactor,

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

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

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

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

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

WAR RISK EXCLUSION

This policy shall not apply to any liability to the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

. 592714 * 175 | 4/26/85 lt | XSI 9109

EXCESS INSURANCE POLICY

INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

CHICAGO, ILLINOIS

INCORPORATED 1971

DECLARATIONS

POLICY NUMBER XSI 9997

ITEM 1: NAMED INSURED:

RPM, INC.

P. O. BOX 777

STREET LOCATION

MEDINA, OHIO 44258

CITY STATE

ITEM 2: POLICY PERIOD: FROM 12 | 31 | 84 TO 12 | 31 | 85

EFFECTIVE DATE

12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

ITEM 3: PREMIUM:

TOTAL: $ 22,500.00

IN ADVANCE	$22,500.00
1ST ANNIVERSARY	
2ND ANNIVERSARY	

THE INSURANCE COMPANY IN WHICH T[illegible] COVERAGE IS PLACED IS AUTHORIZED TRANSACT BUSINESS IN THE STATE [illegible] THE PROPERTY AND/OR ASSURED IS LOC[illegible] BUT THE COMPANY IS NOT A LICEN[illegible] CARRIER IN THAT STATE. THIS POLICY AND THE PREMIUM THER[illegible] MUST BE PROPERLY DECLARED AS SURPLUS LINES RISK TO THE INSURA[illegible] DEPARTMENT OF THE STATE. PRO[illegible] FILINGS MUST BE MADE AND SURP[illegible] LINES TAXES PAID BY A SURPLUS [illegible] BROKER IN THE STATE.

ADJUSTABLE AT A RATE OF ________ PER FLAT CHARGE

ITEM 4: UNDERLYING INSURANCE:

$10,000,000. EACH OCCURRENCE AND AGGREGATE (WHERE APPLICABLE) UMBRELLA LIABILITY PER INTEGRITY INSURANCE COMPANY POLICY #ISX 117978 AND VARIOUS COMPANIES EXCESS OF PRIMARIES.

FORMS ON FILE WITH THE COMPANY

ITEM 5: LIMIT(S) OF COVERAGE HEREUNDER:

$15,000,000. EACH OCCURRENCE AND AGGREGATE (WHERE APPLICABLE) EXCESS OF THE LIMITS STATED IN ITEM #4.

ITEM 6: CANCELLATION: 30 DAYS

FORMS ATTACHED: ENDTS #1 - #4

DATE: APRIL 26, 1985

ljt

COUNTERSIGNED BY S. R. Ussells

AUTHORIZED SIGNATURE

PART V — CONDITIONS

1. Underlying Insurance — Changes During this Policy Period

Any change in coverage or premium in the **underlying insurance** shall be promptly reported to the company and the insured shall, upon request, furnish the company with copies of such changes

Any change in the premium for the **underlying insurance** shall be promptly reported to the company and the premium for this policy, subject to the minimum premium, may be adjusted in accordance with the manuals of the company then in effect.

2. Notice of Loss; Participation in Defense by the Company

Notice of an occurrence which appears likely to involve this policy shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. The company at its own option may, but is not required to, participate in the investigation, settlement or defense of any claim or suit against the insured

3. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy

Any person or organization or the legal representative thereof who has secured a judgment against the insured shall thereafter be entitled to recover under this policy to the extent of the insurance ~~afforded~~ by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability Any payments by the company under this condition 3 shall discharge the company's obligation to the insured to the extent of such payments.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder

4. Subrogation and Other Recoveries

In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after the occurrence to prejudice such rights.

Because this policy affords excess coverage, the insured's right of recovery cannot always be exclusively subrogated to the company. It is, therefore, agreed that the company shall act in concert with all other interests concerned, including the insured, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow in the principle that any interest, including the insured, that shall have paid an amount over and above any payment under this policy shall first be reimbursed up to the amount paid by such interest; the company shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of **loss** covered under this policy; and lastly, the interests, including the insured, of whom this coverage is in excess are entitled to claim any residue remaining. Expenses and costs necessary to the recovery of any such amounts shall be apportioned between the interests concerned, including the insured, in the ratio of their respective recoveries or in the event of a totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered

5. Other Insurance

This condition does not apply with respect to the **underlying insurance** or excess insurance purchased specifically to be in excess of this policy.

If, with respect to a **loss** covered hereunder, the insured has other insurance, whether on a primary, excess or contingent basis, there shall be no insurance afforded hereunder as respects such **loss**, provided, that if the applicable limit of liability of this policy is greater than the applicable limit of liability provided by the other insurance this policy shall afford excess insurance over and above such other insurance in an amount sufficient to give the insured, as respects the layer of coverage afforded by this policy, a total limit of liability equa to the applicable limit of liability afforded by this policy

6. Cancellation

This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in the declarations written notice stating when not less than ten days thereafter, o the number of days set forth in Item 6 of the Declarations, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the company cancels earned premium or minimum premium, whichever is greater, shall b computed pro rata Premium adjustment may be made either at th time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium i not a condition of cancellation.

7. First Named Insured

The insured first named in item 1 in the declarations is authorize to act on behalf of all named insureds and other insureds with respect to the giving and receiving of notice of cancellation and to receiving any return premium that may become payable under this polic The insured first named in item 1 in the declarations is responsibl for the payment of all premiums but the other named insureds joint and severally agree to make such premium payments in full if the insured first named in item 1 fails to pay the amount due within thir days after the company gives a written demand for payment to th insured first named in item 1.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary, but this policy shall not be valid unle countersigned on the declarations page by a duly authorized representative of the company.

C. M. Murphy Secretary

Richard Vassallo Presiden

ISLIC 39 Rev.(7/84)

BON - 02990

ENDORSEMENT #1 4/25/85 md

This endorsement, effective DECEMBER 31, 1984 forms a part of policy No. XSI 9997 issued to RPM, INC.

by INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

ASBESTOS ENDORSEMENT

FOR AND IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED THAT THE COMPANY SHALL NOT BE OBLIGATED TO:

(1) MAKE PAYMENT FOR ANY LOSS; OR

(2) PROVIDE DEFENSE

IN CONNECTION WITH ANY CLAIM (i) ARISING OUT OF OR (ii) RELATED TO ANY EVENT OR HAPPENING, OR (iii) DIRECTLY OR INDIRECTLY CAUSED BY BASED UPON OR RESULTING FROM:

(a) ASBESTOS OR ANY ASBESTOS RELATED INJURY OR DAMAGE; OR

(b) ANY ALLEGED ACT, ERROR, OMISSION OR DUTY INVOLVING ASBESTOS, ITS USE, EXPOSURE, PRESENCE, EXISTENCE, DETECTION, REMOVAL, ELIMINATION OR AVOIDANCE; OR

(c) THE USE, EXPOSURE, PRESENCE, EXISTENCE, DETECTION, REMOVAL, ELIMINATION OR AVOIDANCE OR ASBESTOS IN ANY ENVIRONMENT, BUILDING OR STRUCTURE.

IT IS FURTHER AGREED THAT THE AGGREGATE LIMIT OF LIABILITY OF ANY UNDERLYING INSURANCE OR SELF-INSURED RETENTION SHALL NOT BE REDUCED BY LOSSES ARISING OUT OF SUCH CLAIMS.

BON - 02991

S. R. Vassall

Authorized Representative

LWB 19 (REV. 1-84)

ENDORSEMENT #2 4/25/85 md

This endorsement, effective DECEMBER 31, 1984 forms a part of policy No. XSI 9997 issued to RPM, INC.

by INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

E.R.I.S.A. EXCLUSION

IN CONSIDERATION OF THE PREMIUM CHARGED FOR THIS POLICY, IT IS HEREBY UNDERSTOOD AND AGREED THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENT FOR LOSS IN CONNECTION WITH ANY CLAIM MADE AGAINST THE INSURED:

> BASED UPON THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, PUBLIC LAW 93-406, COMMONLY REFERRED TO AS THE PENSION REFORM ACT OF 1974, AND AMENDMENTS THERETO, OR SIMILAR PROVISIONS OF ANY FEDERAL STATE OR LOCAL STATUTORY LAW OR COMMON LAW.

S. R. Urrsell

Authorized Representative

LWB 19 (REV. 1/84)

BON - 02992

ENDORSEMENT #3 4/25/85 md

This endorsement, effective DECEMBER 31, 1984 forms a part of policy No. XSI 9997 issued to RPM, INC.

by INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

CARE, CUSTODY, CONTROL EXCLUSION

DAMAGE TO REAL PROPERTY EXCLUSION

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO INJURY TO OR DESTRUCTION OF OR LOSS OR REAL PROPERTY LEASED, RENTED TO, OCCUPIED OR MANAGED BY THE INSURED.

DAMAGE TO PERSONAL PROPERTY EXCLUSION

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO INJURY TO OR DESTRUCTION OF OR LOSS OF PERSONAL PROPERTY IN THE CARE, CUSTODY OR CONTROL OF THE INSURED OR AS TO WHICH THE INSURED IS FOR ANY PURPOSE EXERCISING PHYSICAL CONTROL.

FOR THE PURPOSE OF THIS ENDORSEMENT, PERSONAL PROPERTY SHALL MEAN ALL PROPERTY OTHER THAN REAL PROPERTY.

BON - 02993

J. R. Ursall

Authorized Representative

ENDORSEMENT #4 4/25/85 md

This endorsement, effective DECEMBER 31, 1984 forms a part of policy No. XSI 9997 issued to RPM, INC.

by INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

POLLUTION EXCLUSION - ACCIDENTAL LAND AND WATER

IT IS HEREBY UNDERSTOOD AND AGREED THIS POLICY SHALL NOT APPLY TO LIABILITY ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, AKLALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON ANY WATER COURSE OR BODY OF WATER AND, LAND OR THE ATMOSPHERE.

BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL.

BON - 02994

J. R. Ussell

Authorized Representative

LWB 19 (REV. 1/84)

ENDORSEMENT #5 7/9/85 ljt

This endorsement, effective DECEMBER 31, 1984 forms a part of policy No. XSI 9997 issued to RPM, INC.

by INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED ITEM #2, POLICY PERIOD, OF THE DECLARATIONS PAGE IS AMENDED TO READ AS FOLLOWS:

DECEMBER 1, 1984 TO DECEMBER 1, 1985.

THE INSURANCE COMPANY IN WHICH THIS COVERAGE IS PLACED IS AUTHORIZED TO TRANSACT BUSINESS IN THE STATE WHERE THE PROPERTY AND/OR ASSURED IS LOCATED BUT THE COMPANY IS NOT A LICENSED CARRIER IN THAT STATE.

THIS POLICY AND THE PREMIUM THEREON MUST BE PROPERLY DECLARED AS A SURPLUS LINES RISK TO THE INSURANCE DEPARTMENT OF THE STATE. PROPER FILINGS MUST BE MADE AND SURPLUS LINES TAXES PAID BY A SURPLUS LINES BROKER IN THE STATE.

BON - 02995

S. R. Vossell

Authorized Representative

LWB 19 (REV. 1/84)

ENDORSEMENT #6

10/11/85 ljt

This endorsement, effective DECEMBER 1, 1984 forms a part of policy No. XSI 9997 issued to RPM, INC.

by INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT ITEM #1, NAMED INSURED, OF THE DECLARATIONS IS AMENDED TO READ:

RPM, INC.
AGR COMPANY, A JOINT VENTURE
ALOX CORPORATION
BONDEX INTERNATIONAL, INC.
BONDEX INTERNATIONAL (CANADA), LTD.
CAL-O-CAM, INC.
COLONIAL PAINT COMPANY
DEAN & BARRY COMPANY
DEAN & BARRY SALES, INC.
DESIGN/CRAFT FABRIC CORPORATION
FLOQUIL-POLY S COLOR CORPORATION
EUCLID CHEMICAL COMPANY
GATES ENGINEERING COMPANY, INC.
HAARTZ-MASON, INC.
H. BEHLEN & BROTHERS, INC.
MAMECO EUROPE, S.A.
MAMECO INTERNATIONAL, INC.
MARION PAINT COMPANY
MEDIAN PAINT COMPANY
MOHAWK FINISHING PRODUCTS, INC.
MOHAWK FINISHING PRODUCT (CANADA), LTD.
PARKERSBURG PAINT COMPANY
PIQUA PAINT COMPANY
PROBOND, INC.
PROKO INDUSTRIES, INC.
REPUBLIC D & B, INC.
REPUBLIC POWDERED METALS, INC.
RPM CONSUMER PRODUCTS
RPM INTERNATIONAL, INC.
RPM OF MASSACHUSETTS
RPM OF NEW JERSEY
RPOW, INC. SANDUSKY PAINT COMPANY
SIDNEY PAINT COMPANY
RICHARD E. THIBAUT, INC.
TROPICAL INDUSTRIAL COATINGS, INC.
TESTOR CORPORATION
TALSOL CORPORATION
TROPICAL PAINT COMPANY
URBANA PAINT COMPANY
WESTGATE ADVERTISING, INC.
ZIEGLER'S PAINT COMPANY

INACTIVE SUBSIDIARIES OR DISC CORPORATI

LEXINGTON PAINT AND VARNISH CORPORATION
DUTCH MASTERS PAINT AND CHEMICAL, INC.
LEE FORBES & COMPANY, INC.
ALOX INTERNATIONAL SALES CORPORATION
MAC-O-LAC PAINTS, INC.
BRIGGS BROTHERS PAINT MFG CO.

EXCLUDED SUBSIDIARIES

MEDINA COUNTY TRAVEL SERVICE

THE INSURANCE COMPANY IN WHICH THIS COVERAGE IS PLACED IS AUTHORIZED TO TRANSACT BUSINESS IN THE STATE WHERE THE PROPERTY AND/OR ASSURED IS LOCATED BUT THE COMPANY IS NOT A LICENSED CARRIER IN THAT STATE.

THIS POLICY AND THE PREMIUM THEREON MUST BE PROPERLY DECLARED AS A SURPLUS LINES RISK TO THE INSURANCE DEPARTMENT OF THE STATE. PROPER FILINGS MUST BE MADE AND SURPLUS LINES TAXES PAID BY A SURPLUS LINES BROKER IN THE STATE.

BON - 02996

S. R. Vrsull

Authorized Representative

LWB 19 (REV. 1 84)

ENDORSEMENT #7 10/11/85 ljt

This endorsement, effective JULY 1, 1984 forms a part of

policy No. XSI 9997 issued to RPM, INC.

by INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING ARE ADDED AS ADDITIONAL NAMED INSUREDS:

B & A PAINT COMPANY

WESTFIELD COATINGS CORPORATION

THE INSURANCE COMPANY IN WHICH THIS COVERAGE IS PLACED IS AUTHORIZED TO TRANSACT BUSINESS IN THE STATE WHERE THE PROPERTY AND/OR ASSURED IS LOCATED BUT THE COMPANY IS NOT A LICENSED CARRIER IN THAT STATE.

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BON - 02997

S. R. Ursell

Authorized Representative

LWB 19 (REV. 1 84)