- SCM EXCESS 10 HU HE 1700 -
Hartford 1/1/83 - 1/1/84 189

SCM Excess 10 HU HE 1700
Hartford 1/1/83-1/1/84

189.

UMBRELLA LIABILITY POLICY

Code	POLICY NO.	10	HU	HE170
5				
47	SCM CORPORATION			
	299 PARK AVENUE			
	NEW YORK, N.Y. 10171			
	1/1/83	1/1/84		
	Inception (Mo. Day Yr.)	Expiration (Mo. Day Yr.)		

GLD052044

0049-GLD-000052044

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

THE HARTFORD

The INSURER shall be The Company as designated herein by Co. Code: Co. Code: 5

POLICY NO. 10 HU HE1700

DECLARATIONS
Items 1/14/HAW/SH Previous Policy No. 10 HU EK0147

1. **Named Insured and Mailing Address**
   The Named Insured is: Individual ☐ Corporation ☐
   Partnership ☐ Other:
   SCM CORPORATION
   299 PARK AVENUE
   NEW YORK, N.Y. 10171
2. **Policy Period:** 1/1/83 - 1/1/84 -
   Inception (Mo. Day Yr.) Expiration (Mo. Day Yr.)
   12:01 A.M. standard time at the address of the named insured as stated herein.

Producer's Name and Address **Producer's Code**

MARSH & MC LENNAN 252898

3. **Premium:**

Advance Premium	Minimum Premium	Rate	Per	Premium Base
$ 155,000.00	$			

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

6. Schedule of Underlying Insurance Policies

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

The above numbered Umbrella policy is completed by:
(a) this Declarations, Form XL-10-0;
(b) the Policy Provisions, Form XL-12-0;
(c) the Policy Jacket, Form 6153;
(d) any Endorsements forming part of the policy at issue.

Form Numbers of Endorsements Forming Part of Policy At Issue:

XL 224-0 XL 257-1 G-2240 (NMD INS.) (FF AIRCRAFT) (AUTO COV) (NOTICE OF CANC) (JOINT VENTURE)

Date	Agency at	Countersigned by	Authorized Agent
1/14/83	NYC		

10-0 Printed in U.S.A.

Extension Schedule of Underlying Insurance Policies

THE HARTFORD

Policy Number
10 HU HE1700

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

Named Insured and Address

Carrier, Policy Number & Period	Type of Coverage	Applicable Limits
(a) CNA ✓ CCP089657845 ✓ 1/1/83-84 ✓	Employers' Liability ✓ ELOD JONES ACT ✓ F.E.I.A. U.S.L. & H	Employers' Liability $ 1,000,000 ✓ each accident*
(b) CNA CCP089657845 ✓ 1/1/83-84 ✓	Comprehensive ✓ Automobile Liability including ☒ owned automobiles ☒ non-owned automobiles ☒ hired automobiles	Bodily Injury Liability $,000 each person $,000 each occurrence Property Damage Liability $,000 each occurrence Bodily Injury and Property Damage Liability Combined $ 1,000,000 each occurrence
(c) CNA CCP089657845 ✓ 1/1/83-84 ✓	General Liability ✓ including ☒ products-completed operations Liability ☒ contractual Liability ☒ personal injury Liability ☒ employees as additional insureds ☒ Liquor Law Liability ☒ ADVERTISERS L ☒ STOP GAP LIAB	Bodily Injury Liability $,000 each occurrence $,000 aggregates Property Damage Liability $,000 each occurrence $,000 aggregate Bodily Injury and Property Damage Liability Combined ✓ $ 1,000,000 each occurrence ✓ $ 1,000,000 aggregate ✓ AB 1,000,000 EA. OCC CSL 1,000,000 CSL EA PERSON 1,000,000 EA. OCC.
(d)	Watercraft Liability ✓ including ☐ owned watercraft ☐ non-owned watercraft	Bodily Injury Liability $,000 each person $,000 each occurrence Property Damage Liability $,000 each occurrence Bodily Injury and Property Damage Liability Combined $,000 each occurrence
(e) FEDERAL IGW47359 9/1/81/84	Other (Specify) AIRCRAFT LIAB.	50,000,000 CSL ✓

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

Note Maintenance of Underlying Insurance Condition.

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

Form XL-11-0 Printed in U S A (NS)

Extension Schedule of Underlying Insurance Policies

THE HARTFORD

Policy Number
10 HU HE1700

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

Named Insured and Address

Carrier, Policy Number & Period	Type of Coverage	Applicable Limits
(a)	Employers' Liability	Employers' Liability $,000 each accident*
(b)	Comprehensive Automobile Liability including ☐ owned automobiles ☐ non-owned automobiles ☐ hired automobiles	Bodily Injury Liability $,000 each person $,000 each occurrence Property Damage Liability $,000 each occurrence Bodily Injury and Property Damage Liability Combined $,000 each occurrence
(c) CNA CCP089657845 1/1/83-84	General Liability including ☐ products-completed operations Liability ☐ contractual Liability ☐ personal injury Liability ☐ employees as additional insureds ☐ Liquor Law Liability ☒ EMPLOYEE BENEFITS ☒ EMPLOYERS MALPRACTICE	Bodily Injury Liability $,000 each occurrence $,000 aggregates Property Damage Liability $,000 each occurrence $,000 aggregate Bodily Injury and Property Damage Liability Combined $,000 each occurrence $,000 aggregate 1,000,000 EA. OCC. 1,000,000 AGG. 1,000,000 EA. OCC CSL
(d)	Watercraft Liability including ☐ owned watercraft ☐ non-owned watercraft	Bodily Injury Liability $,000 each person $,000 each occurrence Property Damage Liability $,000 each occurrence Bodily Injury and Property Damage Liability Combined $,000 each occurrence
(e) PROTECTIVE T.B.A. 1/1/83-84	Other (Specify) EXCESS WORKERS COMPENSATION	2,000,000 EA. OCC XS OF 250,000 SIR PER ACCIDENT

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

Note Maintenance of Underlying Insurance Condition.

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

Form XL-11-0 Printed in U S A (NS)

Extension Schedule of Underlying Insurance Policies

THE HARTFORD

Policy Number
10 HU HE1700

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

Named Insured and Address

Carrier, Policy Number & Period	Type of Coverage	Applicable Limits
(a)	Employers' Liability	Employers' Liability $,000 each accident*
(b)	Comprehensive Automobile Liability including ☐ owned automobiles ☐ non-owned automobiles ☐ hired automobiles	Bodily Injury Liability $,000 each person $,000 each occurrence Property Damage Liability $,000 each occurrence Bodily Injury and Property Damage Liability Combined $,000 each occurrence
(c)	General Liability including ☐ products-completed operations Liability ☐ contractual Liability ☐ personal injury Liability ☐ employees as additional insureds ☐ Liquor Law Liability ☐ ☐	Bodily Injury Liability $,000 each occurrence $,000 aggregates Property Damage Liability $,000 each occurrence $,000 aggregate Bodily Injury and Property Damage Liability Combined $,000 each occurrence $,000 aggregate
(d)	Watercraft Liability including ☐ owned watercraft ☐ non-owned watercraft	Bodily Injury Liability $,000 each person $,000 each occurrence Property Damage Liability $,000 each occurrence Bodily Injury and Property Damage Liability Combined $,000 each occurrence
(e) CNA CCP089657845 1/1/83-84	Other (Specify) LAWYER'S PROFESSIONAL LIABILITY	250,000 EACH CLAIM-500,000 AGG EXCEPT 1,000,000 FOR SPECIFICALLY NAMED LAWYERS

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

Note Maintenance of Underlying Insurance Condition.

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

Form XL-11-0 Printed in U.S.A. (NS)

GLD052048
0049-GLD-000052048

THE HARTFORD

Named Insured and Address

Policy Number
10 HU HE1700

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

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

Endt. No.

EXTENSION SCHEDULE CONTINUED

IT IS UNDERSTOOD THAT THE FOLLOWING COVERAGES ARE SCHEDULED AS UNDERLYING TO THE COMPREHENSIVE GENERAL LIABILITY POLICY AS ISSUED BY THE CONTINENTAL CASUALTY COMPANY POLICY NUMBER CCP089657845. IT IS FURTHER UNDERSTOOD THAT THE COMPREHENSIVE GENERAL LIABILITY WILL BE EXCESS OVER ALL SCHEDULED LIMITS.

COVERAGE	LIMITS OF LIABILITY	CARRIER	POLICY NO.
A) EMPLOYERS' LIAB, E.L.O.D. JONES ACT, F.E.I.A. & U.S.L. & H			
ALL STATE POLICY	100,000 EA. OCC	CNA	WC 3451539
JOTUN-BALTIMORE	100,000 EA. OCC	CNA	WC 3451540
SYLVACHEM CORP.	100,000 EA. OCC	CNA	WC 3451541
TEXAS EXPOSURES	100,000 EA. OCC	TEXAS EMPLOYERS INS. ASSOC.	WCA-84311
B) WATERCRAFT LIABILITY			
WATERCRAFT IN JOLIET & BALTIMORE	1,000,000 EA. VESSEL ACCIDENT/OCCURRENCE	CONTINENTAL INS. CO	PIC 81014
FLORIDA WATERCRAFT	1,000,000 EA. ACCIDENT	CONTINENTAL INS. CO.	XC 362430
C) CHARTERERS LEGAL LIAB	1,000,000 ANY ONE ACCIDENT OR SERIES OF ACCIDENTS	CONTINENTAL INS. CO.	HC 036999
D) FOREIGN INSURANCE PER UNDERLYING SCHEDULE	VARIOUS	VARIOUS	VARIOUS

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

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

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

Countersigned by.....
Authorized Agent

EMPLOYEE RETIREMENT INCOME SECURITY ACT LIABILITY EXCLUSION ENDORSEMENT

THE HARTFORD

Policy Number
10 HU HE1700

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

Named Insured and Address

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

Endt. No.

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

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

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

Countersigned by.....
Authorized Agent

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

NEW YORK AMENDATORY ENDORSEMENT — UMBRELLA LIABILITY

THE HARTFORD

Policy Number	Named Insured and Address
10 HU HE1700	

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

Effective Date	Effective hour is the same as stated in the Declarations of the policy.
Endt. No.	

It is agreed that:

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

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

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

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

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

2. Exclusion L is amended to read:

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

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

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

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

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

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

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

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

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

Countersigned by.....

Authorized Agent

THE HARTFORD

Named Insured and Address

Policy Number
10 HU HE1700

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

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

Endt. No.

IT IS AGREED THAT ITEM #1, NAMED INSURED SHALL READ:

NAMED INSURED

A) SCM CORPORATION, ALL SUBSIDIARIES AND SUBSIDIARIES OF THE SUBSIDIARIES, SCM FOUNDATION, ANY OTHER COMPANY OF WHICH IT ASSUMES ACTIVE MANAGEMENT, ANY EMPLOYEE SPONSORED ASSOCIATION OR CLUBS OF THE NAMED INSURED.

S/B Jotun Marine Coatings

B) JOTUN-BALTIMORE COPPER PAINT COMPANY A JOINT VENTURE, HOWEVER, SUCH COVERAGE AS IS PROVIDED FOR THE INTEREST OF GLIDDEN-DURKEE DIVISION OF SCM CORPORATION AND A.F. JOTUNGRUPPEN OF NORWAY IN THE JOINT VENTURE ABOVE IS RESTRICTED TO SUCH COVERAGE AS IS AVAILABLE TO THE INSURED UNDER THE PRIMARY INSURANCE STATED IN THE SCHEDULE OF UNDERLYING INSURANCES ATTACHED TO THIS POLICY.

C) SYLVACHEM CORPORATION, A JOINT VENTURE, HOWEVER, SUCH COVERAGE AS IS PROVIDED FOR THE INTEREST OF GLIDDEN-DURKEE DIVISION OF SCM CORPORATION AND ST. REGIS PAPER CORPORATION IN THE JOINT VENTURE ABOVE IS RESTRICTED TO SUCH COVERAGE AS IS AVAILABLE TO THE INSURED UNDER PRIMARY INSURANCE STATED IN THE SCHEDULE OF UNDERLYING INSURANCES ATTACHED TO THIS POLICY.

HOWEVER COVERAGE SHALL NOT APPLY TO CANADIAN LIABILITY.

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

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

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

Countersigned by.....
Authorized Agent

THE HARTFORD

Named Insured and Address

Policy Number
10 HU HE1700

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

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

Endt. No.

LIMITATION ENDORSEMENT - UMBRELLA LIABILITY

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT SUCH INDEMNIFICATION IS PROVIDED BY THE POLICY SHALL NOT APPLY TO:

AIRCRAFT LIABILITY -

UNLESS THERE IS VALID AND COLLECTIBLE UNDERLYING INSURANCE DESCRIBED IN THE SCHEDULE OF UNDERLYING INSURANCE, AND THEN ONLY FOR SUCH AIRCRAFT LIABILITY, IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

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

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

Countersigned by.....
Authorized Agent

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

THE HARTFORD

Named Insured and Address

Policy Number
10 HU HE1700

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

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

Endt. No.

"IT IS UNDERSTOOD AND AGREED THAT THIS POLICY EXCLUDES AUTOMOBILE LIABILITY COVERAGE FOR LEASED VEHICLES OR LEASED BACK VEHICLES WHEN BEING USED FOR PERSONAL USE BY EMPLOYEES AND EMPLOYEES FAMILIES OR OTHERS DRIVING WITH THEIR PERMISSION."

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

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

Countersigned by.....
Authorized Agent

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

THE HARTFORD

Named Insured and Address

Policy Number
10 HU HE1700

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

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

Endt. No.

NOTICE OF CANCELLATION ENDORSEMENT

IT IS AGREED THAT IN THE EVENT OF CANCELLATION OF/OR NON-RENEWAL OF THE ABOVE POLICY 90 DAYS PRIOR WRITTEN NOTICE WILL BE GIVEN TO THE NAMED INSURED EXCEPT FOR NON-PAYMENT OF PREMIUM.

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

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

Countersigned by.....
Authorized Agent

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

THE HARTFORD

Named Insured and Address

Policy Number
10 HU HE1700

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

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

Endt. No.

brought about by the joint venture entered into by Brokers in N.Z.

JOINT VENTURE ENDORSEMENT (NMA 1687).

I. IT IS AGREED THAT THIS POLICY COVERS ANY LIABILITY WHICH IS INSURED AND WHICH ARISES IN ANY MANNER WHATSOEVER OUT OF THE OPERATIONS OR EXISTENCE OF ANY JOINT VENTURE, CO-VENTURE, JOINT LEASE, JOINT OPERATING AGREEMENT OR PARTNERSHIP (HEREINAFTER CALLED "JOINT VENTURE") IN WHICH THE INSURED HAS AN INTEREST. IN SUCH CLAIMS, LIABILITY UNDER THIS POLICY SHALL BE LIMITED TO THE PRODUCT OF (A) THE PERCENTAGE INTEREST OF THE INSURED IN THE JOINT VENTURE AND (B) THE TOTAL LIMIT OF LIABILITY INSURANCE AFFORDED THE INSURED BY THIS POLICY. WHERE THE PERCENTAGE INTEREST OF THE INSURED IN THE JOINT VENTURE IS NOT SET FORTH IN WRITING, THE PERCENTAGE TO BE APPLIED SHALL BE THAT WHICH WOULD BE IMPOSED BY LAW AT THE INCEPTION OF THE JOINT VENTURE,. SUCH PERCENTAGE SHALL NOT BE INCREASED BY THE INSOLVENCY OF OTHERS INTERESTED IN THE SAID JOINT VENTURE.

II, IT IS FURTHER AGREED THAT, WHERE ANY UNDERLYING INSURANCE(S) HAS BEEN REDUCED BY A CLAUSE HAVING THE SAME EFFECT AS PARAGRAPH (I), THE LIABILITY OF UNDERWRITERS UNDER THIS POLICY, AS LIMITED BY PARAGRAPH (I), SHALL BE EXCESS OF THE SUM OF (A) SUCH REDUCED LIMITS OF ANY UNDERLYING INSURANCE(S) AND (B) THE LIMITS OF ANY UNDERLYING INSURANCE(S) NOT SO REDUCED.

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

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

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

Countersigned by.....
Authorized Agent