EXCESS THIRD PARTY
LIABILITY POLICY to be issued by the company designated by "X" below:

Affiliated FM Insurance Company ☒

Appalachian Insurance Company ☐

P. O. Box 7500, Johnston, Rhode Island 02919

DECLARATIONS **Policy No. XL** 96447

Item 1. Name of Insured: Johnson & Johnson

P.O. Address: 501 George St., New Brunswick, New Jersey

Item 2. Location of Coverage: As Above and as further defined in the Primary Policy.

Item 3. Policy Period: From ~~March 1, 1977~~ JAN. 1, 1977 (END #1) To January 1, 1978
(12:01 A.M. Standard Time at the address of the insured stated above)

Item 4. Primary Insurance: Insurer(s) and Policy Number(s) (including renewals/or replacements thereof)

North River Insurance Co. (Policy # TBD)

Item 5. Description of Coverage: Excess Umbrella Liability

Item 6. Limits of Liability: The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	SECTION I Company Limits	IN EXCESS OF	SECTION II Underlying Limits	SECTION III Total Limits
A. Bodily Injury	$	Each Person	$	$
	$	Each Accident or Occurrence	$	$
	$	Aggregate Products	$	$
B. Property Damage Automobile	$	Each Accident or Occurrence	$	$
C. Property Damage	$	Each Accident or Occurrence	$	$
Except Automobile	$	Aggregate Operations	$	$
	$	Aggregate Protective	$	$
	$	Aggregate Products	$	$
	$	Aggregate Contractual	$	$
D. Combined Single Limit Bodily	$	Each Accident or Occurrence	$	$
Injury and/or Property Damage	$	Aggregate	$	$
E. Other Excess Umbrella Liability	See Endorsement No. 1			

Item 7. Premium Computation

Premium Basis	Estimated Exposure	Rate	Estimated Premium
Flat Charge	N/A	N/A	$2,095.00

Deposit Premium $ 2,095.00 **Minimum Premium $** 2,095.00 **Audit Period** N/A

Limit of Liability-Endorsement No. 1
Employee Retirement Income Security Act Amendment-Endorsement No. 2

Date of Issue March 31, 1977 Countersigned by Michael Maloney
Authorized Representative

an **Allendale** associate

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INSURING AGREEMENT

In consideration of the payment of premium stated in the Declarations, the Company agrees to indemnify the insured in accordance with the applicable insuring agreements of the Primary Insurance, against loss subject to the limits stated in Item 6, Section I of the Declarations and as fully and to all intents and purposes as though the Primary Insurance had been issued for the limits set forth in Item 6, Section III of the Declarations. This policy shall apply only to coverages for which an amount is indicated in Item 6, Section I, and then only in excess of the corresponding amount as indicated in Item 6, Section II of the Declarations.

DEFINITIONS

1. Loss. The word "loss" shall be understood to mean the sums paid in settlements of losses for which the insured is liable after making deductions for all other recoveries, salvages and other insurances (other than recoveries under the policy/ies of the Primary Insurer), whether recoverable or not, and shall exclude all expense and costs.
2. Costs. The word "costs" shall be understood to mean interest on judgments, investigations, adjustment and legal expenses (excluding, however, all expense for salaried employees and retained counsel of and all office expense of the insured).
3. Primary Insurance. The term "primary insurance" shall be understood to mean the policy (policies) described in Item 4.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this policy or of any endorsement used herewith does not apply:

(a) to injury, sickness, disease, death or destruction with respect to which an insured under the policy is also an insured under a contract of nuclear energy liability insurance issued by the Nuclear Energy Liability Insurance Association or the Mutual Atomic Energy Liability Underwriters and in effect at the time of the occurrence resulting in such injury, sickness, disease, death or destruction; provided, such contract of nuclear energy liability insurance shall be deemed to be in effect at the time of such occurrence notwithstanding such contract has terminated upon exhaustion of its limit of liability;

(b) to the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an insured, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard; provided that except for byproduct material, this paragraph (b) shall not apply to goods or products manufactured or handled by a nuclear facility owned, maintained, operated or used by or on behalf of an insured while such goods or products are away from such facility after sale or distribution to others;

(c) to the furnishing of services, materials, parts or equipment by an insured in connection with the planning, construction, maintenance, operation or use of any nuclear facility, (1) with respect to injury to or destruction of any nuclear facility or property thereat resulting from the nuclear energy hazard or (2) if the nuclear facility is located outside the United States of America, its territories or possessions, or Canada, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard;

(d) to the transportation, handling, use, sale, distribution or disposal of byproduct material, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard.

As used in this exclusion:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of source material, special nuclear material or byproduct material.
2. The terms "source material," "special nuclear material" and "byproduct material" shall have the meanings given them in the Atomic Energy Act of 1954 or by any law amendatory thereof; provided, except for byproduct material (a) contained in or combined with special nuclear material or (b) held, stored, transported or disposed of as waste by or on behalf of a nuclear facility, "byproduct material" shall not include any radioactive isotope away from a nuclear facility.
3. The term "nuclear facility" means:

   (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

   (b) any equipment or device (i) designed or used for the separation of the isotopes of uranium or plutonium, (ii) designed or used for the processing, fabricating or alloying of special nuclear material or of irradiated materials containing special nuclear material, (iii) incorporating or making use of such irradiated materials, or (iv) designed or used for processing waste byproduct material;

   (c) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste source material or waste consisting of or containing special nuclear material or byproduct material;

   and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

   Subdivision (ii) of paragraph (b) foregoing is not applicable to the occasional mechanical processing or fabricating of special nuclear material by any person or organization at a location which contains no equipment, device or apparatus otherwise defined herein as a nuclear facility, where special nuclear or byproduct material is not regularly handled, stored, or disposed of as waste, and which is principally used for other operations not related to the handling, fabricating or use of special nuclear material.

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

CONDITIONS

1. It is agreed that this policy, except as herein stated, is subject to all conditions, agreements and limitations of and shall follow the Primary Insurance in all respects, including changes by endorsement and the Insured shall furnish the Company with copies of such changes. It is further agreed should any alteration be made in the premium for the policy/ies of the Primary Insurers during the period of this Policy, then the premium hereon other than the Minimum Premium shall be adjusted accordingly.

2. Notice of any accident, which appears likely to involve this policy, shall be given to the Company, which at its own option, may, but is not required to, participate in the investigation, settlement or defense of any claim or suit. In the event expense and/or costs in connection with any claim or suit is incurred jointly by mutual consent of the Company and of the Insured or Primary Insurer, the Company, in addition to its limits of liability as expressed in Item 6, Section I of the Declarations, shall be liable for no greater proportion of such expense and/or costs than the amount payable by the Company under this Policy bears to the total loss payment.

3. With respect to each coverage in Item 6, Section I of the Declarations, the Bodily Injury limit applicable to each accident is subject to the limit specified as applicable to each person. There is no limit to the number of accidents for which claims may be brought hereunder (provided such accidents occur during the period of this policy) except as provided by aggregate limits which, with respect to Item 6, Section I, when inserted therein apply to all accidents happening during each twelve month's term of the Policy.

4. All salvages, recoveries or payments recovered or received subsequent to a loss settlement under the Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not recoverable until the Insured's ultimate net loss has been finally ascertained.

5. This Policy may be cancelled at any time at the written notice of the Insured or may be cancelled by or on behalf of the Company provided ten (10) days written notice is given to the Insured at the address shown in the Declarations. 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. In the event of the cancellation or termination of the Primary Insurance or of a renewal thereof, this policy, to the extent of such cancellation or termination, shall cease to apply at the same time without notice to the insured. 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.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized representative of this Company.

H. S. Hirst
Secretary

President

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GENERAL CHANGE ENDORSEMENT

This endorsement forms a part of and is for attachment to the following designated policy

☒ Affiliated FM Insurance Company ☐ Appalachian Insurance Company	POLICY NO. XL 96447	ISSUED TO Johnson & Johnson	EFFECTIVE DATE OF THIS ENDORSEMENT 1/1/77
☐ Completes Binder No. ☒ No Binder	ENDT. NO. 3	BY Authorized Representative	

All Terms and Conditions remain unchanged except:

☒ Additional premium due now $ 405.00 (pro rata of $)

☐ Return premium due now $ (pro rata of $)

☐ Premium subject to audit.

In consideration of the additional premium shown above, it is agreed that the effective date is amended to read:

January 1, 1977

GENERAL CHANGE ENDORSEMENT

This endorsement forms a part of and is for attachment to the following designated policy

☒ Affiliated FM Insurance Company ☐ Appalachian Insurance Company	POLICY NO. XL 96447	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
☐ Completes Binder No. ☒ No Binder	ENDT. NO. 1	BY Authorized Representative	

All Terms and Conditions remain unchanged except:

☐ Additional premium due now $ (pro rata of $)

☐ Return premium due now $ (pro rata of $)

☐ Premium subject to audit.

It is agreed that the Company's limit of liability shall apply excess of loss as follows:

$ 250,000. per occurrence/$ 250,000. annual aggregate

Part of

$ 15,000,000. per occurrence/$ 15,000,000. annual aggregate

Excess of

$ 35,000,000. per occurrence/$ 35,000,000. annual aggregate

Excess of the schedule of underlying insurance described in the policies listed in Item 4 of the Declarations Page.

GENERAL CHANGE ENDORSEMENT

This endorsement forms a part of and is for attachment to the following designated policy

☒ Affiliated FM Insurance Company ☐ Appalachian Insurance Company	POLICY NO. XL 96447	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
☐ Completes Binder No. ☒ No Binder	ENDT. NO. 2	BY Authorized Representative	

All Terms and Conditions remain unchanged except:

☐ Additional premium due now $ (pro rata of $)

☐ Return premium due now $ (pro rata of $)

☐ Premium subject to audit.

It is agreed that such coverage as is afforded by this policy does not apply to any claim or suit for loss or damage arising out of any duty imposed upon the insured by virtue of the provisions of public law 93-406, The Employee Retirement Income Security Act of 1974.

AFFILIATED FM INSURANCE COMPANY

APPALACHIAN INSURANCE COMPANY

UMBRELLA & EXCESS CASUALTY CLAIM REPORTING PROCEDURE

The initial report of any occurrence likely to involve a claim against an Affiliated FM or Appalachian policy must be reported directly to our Company. When any doubt exists that a claim could involve our coverage, it should be resolved by reporting the claim to our Company to satisfy the policy reporting requirements and protect the insured's interests.

All reports should identify the insured, provide a description of the occurrence, and include pertinent correspondence and documnets. All reports should be sent to:

Affiliated FM Insurance Company
Appalachian Insurance Company
Loss-Claims Department
P. O. Box 7500
Johnston, R. I. 02919
(401) 275-3000

Please have the enclosed acknowledgement completed by the insured's employee responsible for reporting claims under this policy and return the card to us.