- SCM EXCESS 5522670
Lexington 1/1/82-1/1/83

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- SCM Excess 5522670 -
Lexington 1/1/82-1/1/83

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LEXINGTON INSURANCE COMPANY

Policy No - 5522670
Third Layer : $25MM xs $14 MM — Participate: 5MM
Fifth Layer: $25 MM xs 49 MM — 5 MM
Seventh Layer: $ 50 MM xs 99 MM — 10 MM

Administrative Offices: 100 Summr

Wilmington, Delaware
(A Stock Insurance Company)
Administrative Offices; 100 Summer Street,
Boston, Massachusetts

Named Insured SCM CORPORATION

Address: 299 Park Ave.
New York - New York 10017

Replaced by BW 5523894
eff. 1-1-83 -

Following Form — Excess Liability Policy

I Insuring Agreements

The Lexington Insurance Company (hereinafter called the "Company") in consideration of the payment of premium and in reliance upon the statements in the Declarations made a part hereof, hereby agrees to indemnify the Insured named in the Declarations (hereinafter called the "Insured") in accordance with the applicable insuring agreements, terms, conditions and exclusions of the Underlying Policy (and renewals thereof on the same basis) specified in Section II(a) of the Declarations (hereinafter called the "Underlying Policy") and the exclusions, conditions and other terms of this policy or endorsement(s) attached hereto, against loss which is excess of the total limit(s) of all Underlying Insurance specified in Section II (b) of the Declarations subject to the limit of liability stated in Section I (c) of the Declarations.

The provisions of the Underlying Policy:

> except as regards the premium, the obligation to investigate and defend and for costs and expenses incident to the same, the amount and limits of liability, the renewal agreement, if any, additional coverage provided by a discovery period provision, and any other provision therein inconsistent with this policy

are hereby incorporated as part of this policy.

Liability of the Company under this policy shall not attach unless and until the Insured or the Insured's Underlying Insurance has paid or has been held liable to pay the total applicable underlying limits.

II EXCLUSIONS — This policy does not apply:

(a) to bodiliy injury or property damage arising out of the discharge , dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(b) Nuclear Energy Liability Exclusions:

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 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 Payments Coverage, or under any Supplementary Payments provisions 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 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

   (i) 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;

   (ii) 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 any Insured; or

   (iii) The injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts of 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 possession of Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

LEXINGTON INSURANCE COMPANY
Wilmington, Delaware
(A Stock Insurance Company)
Administrative Offices: 100 Summer Street, Boston, Massachusetts

Named Insured SCM CORPORATION

Address: 299 Park Ave.
New York, New York 10017

Policy No.: 5522670

Renewal of No.: 5522119

DECLARATIONS — FOLLOWING FORM EXCESS LIABILITY POLICY

SECTION I — EXCESS INSURANCE

(a) Policy Period:
From: 1/1/82 To: 1/1/83
12:01 a.m. Standard Time at the Address of the Insured stated herein.

(b) Coverage: Excess Umbrella

(c) Limits of Liability: See Endt. #1

(d) Premium: $ 29,000
Minimum Premium: $29,000 Rating Base: FLAT Rate: N/A
Audit Period: N/A

SECTION II — UNDERLYING INSURANCE

(a) Underlying Policy: Hartford Coverage: Umbrella Liability
Policy No.: to be advised
Policy Limit: 9,000,000. x/s primary
Policy Period: 1/1/82 to 1/1/83 Per End. #5

(b) Total limits of all underlying insurance including the underlying policy in excess of which this policy applies: $10,000,000. x/s primaries Amended to read. "See End. #1."

Endorsements Made Part of this Policy: #1, 2,3,4,

Countersigned On: January 6, 1982
At Boston, Massachusetts 02110

msb By: Vaughan Gerrish
Authorized Representative

R

23058 (1/79)

GLD051901

0049-GLD-000051901

ENDORSEMENT #1

This endorsement, effective 1/1/82 M. forms a part of

policy No. 552 2670 issued to SCM Corp.

by Lexington Insurance Company

It is understood and agreed that as respects the Policy Declarations, Section I-(C) (Excess Insurance - Limits of Liability) and Section II-(B) (Underlying Insurance-Total Limits of all underlying insurance including the underlying policy in excess of which this policy applies) are as follows:

(A) $5,000,000 part of $25,000,000 each occurrence and in annual aggregate excess $14,000,000 each occurrence and annual aggregate where applicable excess of primary policies.

(B) $5,000,000 part of $25,000,000 each occurrence and in annual aggregate excess of $49,000,000 each occurrence and annual aggregate where applicable excess of primary policies.

(C) $10,000,000 part of $50,000,000 each occurence and in annual aggregate excess $99,000,000 each occurrence and annual aggregate where applicable excess of primary policies.

(1/20/82:SS:ls)

Vaughan Gerush

Authorized Representative

Form 1803

GLD051902

0049-GLD-000051902

ENDORSEMENT #2

This endorsement, effective 1/1/82 M. forms a part of policy No. 532 2670 issued to SCM Corp. by Lexington Insurance Company

FIDUCIARY EXCLUSION

It is understood and agreed that this policy shall not provide coverage for claims 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.

Vaughan Gerrish
Authorized Representative

Form 1803 (1/20/82:SS:ls)

ENDORSEMENT #3

This endorsement, effective 1/1/82 M. forms a part of

policy No. 552 2670 issued to SCM Corp.

by Lexington Insurance Company

In consideration of the premium charged, it is hereby understood and agreed that the named insured is amended to include:

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

b) Jotun-Baltimore copper paint company a joint venture. However, such coverage as is provided for the interest of Glidden-Durkee division of SCM, Corporation and A.F. Jotungruppen of Norway in the joint venture above is restricted to such coverage as is available to the insured under the primary insurance stated in the schedule of underlying insurance attached to this policy.

c) Sylachem 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.

All other terms and conditions remain unchanged.

Amended See End #8.

(1/20/82:SS:ls)

Vaughan Gerrish
Authorized Representative

Form 1803

GLD051904
0049-GLD-000051904

ENDORSEMENT #4

This endorsement, effective 1/1/82 M. forms a part of

policy No. 5522670 issued to SCM Corp.

by Lexington Insurance Company

It is hereby understood and agreed that the notice of cancellation is amended to read sixty (60) days.

All other terms and conditions remain unchanged.

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(1/20/82:SS:ls)

Vaughan Gerush
Authorized Representative

Form 1803

GLD051905
0049-GLD-000051905

ENDORSEMENT#5

This endorsement, effective 12:01 A. M. 1/1/82 forms a part of policy No. 552 2670 issued to SCM Corporation by Lexington Insurance Company

It is agreed Section II (B) of the Declarations Page is amended to read:

"See Endorsement #1"

(4/21/82:TV:ls)

Kevin Kelley
Authorized Representative

Form 1803

GLD051906
0049-GLD-000051906

ENDORSEMENT #6

This endorsement, effective 12:01 A. M. 1/1/82 forms a part of

policy No. 552 2670 issued to SCM Corporation

by Lexington Insurance Company

It is agreed as respects schedule of underlying coverage Lawyers Professional Liability is included in this coverage.

(6/1/82:DG:ls)

Kevin Kelley

AUTHORIZED REPRESENTATIVE

ENDORSEMENT #7 A

This endorsement, effective 12:01 A.M. 1/1/82 forms a part of

policy No. 552 2670 issued to SCM CORPORATION

by Lexington Insurance Company

The following is hereby added to this policy:

FOLLOWING FORM WORDING FOR SCM CORPORATION

"It is agreed and understood that except only with respect to policy terms, premium and limit of liability, this policy is hereby amended to follow all the terms, conditions, definitions and exclusions of the first layer Umbrella (Insurer: Hartford, Policy No.: 10HUEK0147) and any endorsements attached thereto, and all renewals and replacements.

It is further agreed that 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 first layer Hartford Umbrella.

(TV/ltd)
8/3/82

Kevin Kelley
AUTHORIZED REPRESENTATIVE

R

ENDORSEMENT #8

This endorsement, effective 12:01 A.M. 1/1/82 forms a part of

policy No. 552 2670 issued to SCM CORPORATION

by Lexington Insurance Company

It is understood and agreed that endorsement #3 is amended as follows:

The Broad Form Named Insured wording should be amended to read as follows: "SCM CORPORATION, all subsidiaries, and subsidiaries of the subsidiaries, SCM Foundation, any other company of which it assumes active management and any employer sponsored employee associations or clubs of the named insured and Sylvachem Corporation, Jotun-Baltimore Copper Paint Company and Compania Envasadora Loreto S. A. As joint ventures".

(TV/ltd)
8/3/82

Kevin Kelley
AUTHORIZED REPRESENTATIVE

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GLD051909
0049-GLD-000051909