

- SCM EXCESS
Republic

CDE 1417
1/1/85 - 1/1/86

229

N21380

SCM EXCESS
Republic

GDF 1417
1/1/85-1/1/86

- 229.

GLD052426

0049-GLD-000052426

No.
CDE 1417

Renewal of No.

NEW

DECLARATIONS - SPECIAL COVERAGE POLICY

STOCK COMPANY

☒ **REPUBLIC INSURANCE COMPANY**
☐ **VANGUARD INSURANCE COMPANY**

2727 TURTLE CREEK BOULEVARD, DALLAS, TEXAS 75219

Named Insured and Mailing Address

**SCM Corporation
299 Park Avenue
New York, NY 10171**

Item 1. Policy Period: From January 1, 1985 To January 1, 1986

12:01 A.M., Standard Time at the address of the named Insured as stated herein.

Item 2. Premium: Advance Premium: \$ 25,000
Rate: Flat

Minimum Premium: \$ 25,000

If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date	1st Anniversary	2nd Anniversary
\$	\$	\$

Item 3. Coverage: Excess Umbrella

Item 4. 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.

**\$5,000,000 p/o \$20,000,000 each occurrence/aggregate
Excess Of \$15,000,000 each occurrence/aggregate**

Item 5. During the past three years no insurer has cancelled insurance issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein.

Item 6. Endorsements: S/L 120-1, 193, 169

Countersigned by

R.A. Nelson
Authorized

Date of Issue: 02/28/85 1d

CDE-2(9-73)

ORIGINAL

GLD052427
0049-GLD-000052427

☒ **REPUBLIC INSURANCE COMPANY**
☐ **VANGUARD INSURANCE COMPANY**

(A Stock Insurance Company, Herein Called the Company)

**EXCESS UMBRELLA POLICY
INSURING AGREEMENTS**

1. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for :
sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law, or assumed under contract
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
the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

Wausau #TBD

2. 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 b
held liable to pay the full amount of their respective ultimate net loss liability as follows:

- (a) \$15,000,000 ultimate net loss in respect of each occurrence, but
- (b) \$15,000,000 in the aggregate for each annual period during the currency of this Policy separately in respect
Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupatic
Disease sustained by any employees of the Assured

and the Company shall then be liable to pay only the excess thereof up to a further

- (c) \$5,000,000 p/o ultimate net loss in all respect of each occurrence - subject to a limit of
\$20,000,000
- (d) \$5,000,000 p/o in the aggregate for each annual period during the currency of this policy, separately in respect
\$20,000,000 Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupatic
Disease sustained by any employees of the Assured.

DEFINITIONS

1. NAMED INSURED:

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

2. INSURED:

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

WASTE SITE EXCLUSION

It is hereby understood and agreed that with effect from the inception date of this policy where the named assured has knowledge as at or prior to the inception date of any annual policy period hereon with regard to any claims, situations or circumstances which have arisen and or occurred in the past or which may arise and/or occur in the future with respect to seepage, pollution and/or contamination from:

- A) Any land and/or water site and/or facility owned, leased and/or operated by the assured and used for the disposal and/or dumping of industrial waste materials.
- B) Any operation provided by and/or on behalf of the assured for the disposal, dumping and/or removal of industrial waste material.

This policy will not cover with respect to operations described in (A and B above)

- 1) Personal Injury or Bodily Injury or loss of damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- 2) The cost of removing nullifying or cleaning up seepage, pollution, or contaminating substance.
- 3) Fines, penalties, punitive or exemplary damages with respect to 1) and 2) above.
- 4) Any cost or expense associated with 1), 2), or 3) above.

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

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

To be attached to and forming part of Policy No. _____

Issued to _____

Endorsement No. _____

Effective _____ 19 _____

S/L 120-1
REV. (01/83)

CRAVENS, DARGAN & COMPANY

By

R.A. Neilson

GLD052429

0049-GLD-000052429

NOTICE OF CANCELLATION

It is agreed that the Cancellation Condition of the policy is amended to the extent that if the policy is cancelled by the company for any reason other than non-payment of premium, the company will give the Named Insured at least sixty (60) days written notice of such cancellation.

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

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

To be attached to and forming part of Policy No. _____

Issued to _____

Endorsement No. _____

Effective _____ 19 _____

S/L 193
REV. (01/83)

CRAVENS, DARGAN & COMPANY

By

R.A. Neilson

GLD052430

0049-GLD-000052430

It is agreed that except only with respect to policy period, premium and limits of liability, this policy is hereby amended to follow all the terms, conditions, definitions and exclusions of the first layer umbrella policy, EXCEPT AS NOTED BELOW and all renewals and replacements thereof. It is further agreed that all pre-printed 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 umbrella.

EXCEPTION(S): S/L 120-1
S/L 193

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

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

To be attached to and forming part of Policy No. _____

Issued to _____

Endorsement No. _____

Effective _____ 19 _____

S/L 169
REV. (08/83)

CRAVENS, DARGAN & COMPANY

By

R.A. Nelson

GLD052431

0049-GLD-000052431

It is understood and agreed that the Underlying Umbrella Insurer and policy number of the Insuring Agreements is amended to read Wausau Insurance Companies #5736-00-102570.

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

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

To be attached to and forming part of Policy No. CDE 1417

Issued to SCM CORPORATION

Endorsement No. 1

Effective JANUARY 1, 19 85

BY Robert A. Nelson
CRAVENS, DARGAN & COMPANY

S/L 120
REV. (03/83)

GLD052432
0049-GLD-000052432

Robert A. Wilson

GLD052433
0049-GLD-000052433