

-SCM EXCESS PMX 00006
Prudential Reinsur 1/1/82-1/1/83
174

- SCM Excess PMX 00006 -
Prudential Reinsur 1/1/82-1/1/83 -

174.

Prudential Reinsurance Company

P.O. Box 908
213 Washington Street
Newark, New Jersey 07101

Excess Liability Policy

Policy No. PHX 00006

Fourth Layer

blamm XS \$39MM

Participation \$5MM

Revised by PH

PHX 00003

8/18/83

A Subsidiary of The Prudential Insurance Company of America



PRC 1 (Ed. 7-80)

GLD051918

0049-GLD-000051918

Prudential Reinsurance Company

Policy No.: PMX 00006

In consideration of the premium charged, it is agreed that except only with respect to policy term, 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.

It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: SCM Corporation

Endorsement: #3

Producer: Marsh & McLennan

Effective Date: 1/1/82

4/27/82 mr1

Authorized Signature

PRC 3 (Ed. 7-80)

GLD051919

0049-GLD-000051919

Prudential Reinsurance Company

Policy No.: PMX 00006

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STATE OF NEW YORK

MANDATORY ENDORSEMENT

Attached to and Made a Part of

Excess Liability Policy Form PRC 1 (Ed. 7-80)

It is hereby agreed that:

1. Notwithstanding anything in this Policy to the contrary, with respect to such insurance as is afforded by this Policy, the terms of this Policy as respects coverage for operations in the State of New York shall conform to the coverage requirements of the applicable insurance laws of the State of New York or the applicable regulations of the New York Insurance Department; provided, however, that the Company's limit of liability as stated in this Policy shall be excess of the limits of liability of any underlying insurance or self-insurance as stated in the Declarations or in any endorsement attached hereto.
2. Item IV, NOTICE OF OCCURRENCE of the TERMS AND CONDITIONS of the Policy, is amended to include the following two paragraphs:

"It is hereby agreed that notice given by or on behalf of the Insured, or written notice by or on behalf of the Insured to any agent of the Company shall be deemed notice to the Company.

Failure to give notice required by the terms of this policy within the time prescribed shall not invalidate the Policy if it is not

It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: SCM Corporation

Endorsement: #4

Producer: Marsh & McLennan, Inc.

Effective Date: 1/1/82

7/30/82

cv

Authorized Signature

PRC 3 (Ed. 7-80)

GLD051920
0049-GLD-000051920

Prudential Reinsurance Company

Policy No.: PMX 00006

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reasonably possible for the Insured to give such notice within the prescribed time and such notice is given as soon as is reasonably possible."

3. This Policy does not apply to assault and battery.
4. The following part XIV "ACTION AGAINST THE COMPANY" is added to the "TERMS AND CONDITIONS" of the policy:

"XIV ACTION AGAINST THE COMPANY"

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all 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 join the Company as a co-defendant in any action against the Insured's liability, nor shall the Company be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured shall not relieve the Company of any of its obligations hereunder."

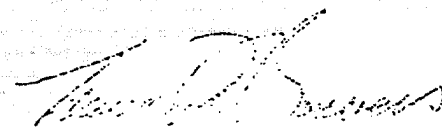
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It is understood and agreed that this policy is hereby amended as indicated. All other terms and conditions remain unchanged.

Name of Insured: SCM Corporation Endorsement: #4

Producer: Marsh & McLennan, Inc. Effective Date: 1/1/82

7/30/82 cv



Authorized Signature